CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
NOVEMBER 27, 2024 - 4:00 PM
COMMON COUNCIL CHAMBERS

1. ROLL CALL

2. APPROVAL OF MINUTES

   2.1. Approval of Minutes 11/14/2024 and 11/19/2024

3. NEW BUSINESS

   3.1. Authorization to accept STOP DWI funding for a third period

   The City entered into an Inter-Municipal Agreement with the County of Orange and approved by the Common Council in March 2024, for STOP DWI funding for the contract dates of November 11, 2024 through January 1, 2025.

   The Police Department was notified that the third enforcement period funding has been awarded in the amount of $6,210, therefore Chief Ewanciw is requesting to accept the funds to be deposited into revenue line A.3333. These funds will be expensed from A.3141.103 through Stop DWI overtime entries.

   3.2. Authorization to Transfer Funds within the 2024 Water Treatment Plant for Chemicals

   Jacob Tawil is respectfully requesting to authorize the Treasurer to transfer within WTP 2024 budget lines to cover shortage in the chemical line at the Water Treatment Plant.

FROM	AMOUNT	TO
F.8330.440 Repairs to Equipment	$5,000.00	F.8330.458 Chemicals
F.8330.450 Materials and Supplies	$8,000	F.8330.458 Chemicals

   3.3. Authorization to renew the 2025 Humane Society Contract Agreement

   3.4. Authorization to accept the STOP DWI High Visibility Campaign grant funding for 2024-2025

   Attached please find the contract with the County for our 2023-2024 STOP-DWI High Visibility Engagement (formerly crackdown campaign) enforcement period of November 1, 2024 through September 30, 2025. The total amount of the award is $5,000. Please be kind enough to prepare a resolution authorizing the

Mayor to sign the agreement.

This contract must be signed in **blue ink**. Once the contract is signed, please return the original to us for forwarding to the County.

Chief Ewanciw is requesting this funding be added to our newly renamed STOP DWI High Visibility grant line A.3126.103**.**

3.5. Authorization to approve the Final Obligation of Unspent ARPA Funding

Leonora Liz is requesting approval to obligate the remaining balance of unspent ARPA fund $5,667,687.75 and appropriate the funds accordingly.
The City of Middletown needs to obligate State and Local Fiscal Recovery Funds (SLFRF) received but not yet obligated or spent. The City of Middletown has to obligate those funds to be in compliance with the December 31, 2024 deadline. Attached is a schedule of how those funds are being obligated. All necessary contracts or purchase orders are in place or will be in place by December 31, 2024.

CITY OF MIDDLETOWN		
ARPA FINAL OBLIGATION		
$5,667,687.75 remains to be unobligated		
Obligation Amount		**Projects**
$	1,992,394.38	Court House Renovation
$	1,274,825.00	O&W Building Renovation
$	500,000.00	Traffic Operation - Suplemental Sidewalk
$	329,087.54	2024 Equipment Purchase - City Wide
$	1,000,000.00	Water Raw Line
$	185,000.00	Building Purchase -NJ Railroad Station
$	1,600.00	Don Paris Consulting Fees 400 per qtr
$	1,700.00	RBT Consulting
$	50,000.00	Cherry Road Contract Cyber Security Assessment
$	333,080.83	Security System Upgrades - City Wide
$	**5,667,687.75**	

3.6. Authorization to approve transfers within the 2024 Paramount Budget

Maria Bruni is requesting to authorize the Treasurer for the following transfers within the 2024 Paramount Budget.

FROM	AMOUNT	TO
A.7010.400 REPAIRS TO EQUIPMENT	$3,000	A.7010.448 PROMOTER & SPONSORS
A.7010.447 CREDIT CARD FEES	$8,000	A.7010.448 PROMOTER & SPONSORS
A.7010.800	$95,000	A.7010.448

CITY SPONSORED EVENTS A.7010.440 REPAIRS TO EQUIPMENT	$4,000	PROMOTERS & SPONSORS A.7010.442 CONCESSIONS

The above is to cover the increase in rentals that will require settlement from ticket sales held by the City. Also, to cover costs associated with the increase of concession sales.

3.7. Authorization to accept the contact of sale regarding 11-15 Kings Street

Maria Bruni is requesting for authorization for the City to accept the Contract of Sale regarding 11-15 Kings Street with Denali Realty Ventures, LLC & O'Connell Family Contracting, LLC, and to authorize the Mayor to sign any and all contracts, closing documents and necessary documents associated with the sale of 11-15 King Street to Denali Realty Ventures, LLC & O'Connell Family Contracting, LLC.

3.8. Authorization to Transfer within the Fire Department 2024 Budget

The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to authorize the Treasurer to transfer the following monies into the 2024 Fire Department Operating Budget:

FROM	AMOUNT	TO
A.3410.204 RADIO SYSTEM	1,000.00	
A.3410.492 FIRE RECOGNITION	1,000.00	
A.3410.493 TRAINING FIELD IMPROVEMENTS	1,000.00	
A.3410.493 PERSONNEL TRAINING VOLUNTEERS	2,000.00	
A.3410.497 FIRE PREVENTION PROGRAM	1,000.00	
TOTAL	**6,000.00**	
Other Equipment	1,000	A.3410.200 Other Equipment
Repairs to Equipment	5,000	A.3410.440 Repairs to Equipment

3.9. Authorizes a Proposal from Clark Patterson Lee for Raw Water Main Replacement Phase 1A from Kinch Pond to Greenville Turnpike

Commissioner Tawil is asking for authorization to accept the attached proposal from Clark Patterson Lee for Raw Water Main Replacement Phase 1A from Kinch Pond to Greenville Turnpike. They have been working to get this proposal before the City and to have it signed before the end of this year.

This is for the design and inspection services for the partial replacement of the Raw Water Line from Kinch Reservoir to Shawangunk Reservoir, phase 1A. Phase 1B, not the subject of this request, will be submitted for your consideration at a later date.

Also requesting authorization for the Mayor to sign the proposal.

A new project account will be established for the project, and the initial $1 million will be funded from ARPA available funding.
$5,000,000 will be a grant from EFC or 60% of the total project eligible cost, whichever is less.
$959,752 is through EPA.
The balance will of the estimated total project cost of $8,368,000 will be a loan through NYS DWSRF.

4. WATER/SEWER/LAWN MAINTENANCE ADJUSTMENT

4.1. Lawn Maintenance 260 East Main Street

5. ADJOURNMENT

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT MINUTES
NOVEMBER 19, 2024

Roll Call

Approval of Minutes

New Business

Authorization to Re-levy 2019-2023 Miscellaneous Delinquent bills to the 2025 Tax Roll
Leonora Liz is requesting from the Board of Estimate authorization to re -levy from 2019 through 2023 Miscellaneous delinquent bills into the 2025 real property tax bills in the following amount:

Unpaid Miscellaneous Bills: 77 Parcels = $71,120.35

Motion by: Mayor DeStefano **Seconded by:** Alderman Masi
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Authorization for a Temporary Borrowing in the amount of $2,000,000 for Traffic Operations Current Bill *Jacob Tawil is respectfully requesting a temporary borrowing from the General Fund in the amount of $2 million to cover current Traffic Operations bills. A reimbursement in the amount of $2.5 million submitted on 10/1/24 has been delayed and is expected on December 18th.*

FROM	*AMOUNT*	*TO*
GENERAL FUND BALANCE	*$2,000,000*	*H.908.900* *TRAFFIC OPERATIONS*

Motion by: Alderman Masi **Seconded by:** Council President Rodrigues

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Authorization to Accept the Pitney Bowe renewal 60 month Lease Agreement
Leonora Liz is requesting approval to accept the renewal Pitney Bowe Equipment Lease agreement and authorization for the mayor to sign it. The lease agreement would include updating the current postage machine that is no longer in compliance with USPS. The rate will be $1,821.03 billed quarterly.

Motion by: Mayor DeStefano **Seconded by:** Council President Rodrigues
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Authorization to Approve the Phase II Finished LP Water Main Replacement -EPA Grant and Proposal
For your review and considerations, please find the attached proposal dated 11/18/2024 from Barton & Loguidice (B&L) for Engineering, Contruction Admin and Observation services in the amount of $587,700 for Phase II of the City Water System Improvement, replacement of approximately 5,000 to 6,400 Lineal feet of 24-inch with 36-inch diameter low pressure water main from WTP to some point on Mohagen Ave.

*The project was submitted through **Congressman Pat Ryan** for Congressional Appropriations funding request for fiscal year 2022 and was **awarded $3,500,000 grant** with **20% required local match** for a **total project budget of $4,375,000.***

City's 20% share of $875,000 is requested to be bonded and may start off as a BAN funding.

B&L was selected through Federal process of Request for Qualification. Several highly qualified Engineering firms submitted responsive RFQ. City committee was assembled by the Mayor and scored the RFQs where B&L was selected to submit proposal for the work.

Jacob Tawil reviewed the B&L proposal and find it to be responsive and reasonable to meet the project needs.

Jacob Tawil is respectfully requesting to approve the submitted B&L proposal in the amount of $587,700.00, authorize the commencement of the work, establish the project funding line and bonding authorization of City share and authorize the Mayor to sign all related documents.

Motion by: Mayor DeStefano **Seconded by:** Alderman Masi
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Authorization to approve WSP Proposal in the amount of $60,000 for the RAISE Grant Application*Attached, please find the draft proposal from WSP to assist the City in applying for the RAISE Grant with a cost not to exceed $60,000 which will include replacement of significant* *amounts of curbs and sidewalks and bringing the same to ADA standards. This project will build on the current Traffic Operation project and the previous DOT curb and sidewalk project that was completed five years ago.*

The total project cost, if successful in obtaining the grant, will be $20,000,000 - $25,000,000. There will be a 20% local match. The deadline for the grant submittal is January 30, 2025.

A conference call was set up for 4:00 this afternoon with the WSP design team, the Mayor and Jacob Tawil to discuss this proposal in further detail.

Jacob Tawil hereby requests to authorize the Treasurer to transfer funding from the General Fund in the amount of $60,000 to Traffic Operation

FROM	*AMOUNT*	*TO*
GENERAL FUND BALANCE	*$60,000*	*H.908.900* *TRAFFIC OPERATIONS*

Motion by: Mayor DeStefano **Seconded by:** Council President Rodrigues
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Water/Sewer/Lawn Maintenance Adjustment

Adjournment

JOHN EWANCIW
CHIEF OF POLICE

TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

November 5, 2024

Mayor Joseph DeStefano
Members of the Common Council
And Board of Estimate
City of Middletown
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano and Members,

The City entered into an Inter-Municipal Agreement with the County of Orange and approved by the Common Council in March 2024, for STOP DWI funding for the contract dates of November 11, 2024 through January 1, 2025.

We were notified that the third enforcement period funding has been awarded in the amount of $6210, therefore I request to accept the funds to be deposited into revenue line A.3333. These funds will be expensed from A.3141.103 through Stop DWI overtime entries.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

JE: ccd

142 Bloomingburg Road
Middletown, New York 10940

Tel: 845-361-1861

Fax: 845-361-5881

Humane Society of Middletown, Inc.
"Help Us to Help Them"

Open Daily
12 Noon - 4pm

adoptmhs@gmail.com

www.middletownhumanesociety.com

October 30, 2024

Joseph DeStefano, Mayor
City of Middletown
16 James Street
Middletown, NY 10940

Dear Mayor:

We are pleased to extend our services to you for 2025.

As you may know, the Humane Society of Middletown has gone to great lengths to increase significantly adoption of animals received from your town/city to permanent, loving families. In addition, we have improved the quality of life for the animals at the Humane Society while they await their new families. We appreciate your support, and hope that the Humane Society will continue to provide your residents with a source of affordable rabies vaccinations. Residents can learn more about Humane Society activities and services, as well as the loving animals that are available for adoption, by going to our website, www.middletownhumanesociety.com.

If the enclosed agreement meets with your approval, kindly sign it and return an executed contract at your earliest convenience to the attention of Martha Gale, Financial Administrator at the above address.

If you have any questions, now or at any time, please do not hesitate to contact us.

Very truly yours,

Marlene K. Freehill

Marlene K. Freehill
President
Board of Directors

Enclosure

Humane Society of Middletown
142 Bloomingburg Road
Middletown, NY 10940
(845) 361-1861
Fax (845) 361-5881

Agreement between the City of Middletown and the Humane Society of Middletown, Inc. for the period beginning January 1, 2025 and ending December 31, 2025.

The Humane Society of Middletown, Inc. agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be put up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, bite case, etc., we will charge your municipality $25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter or the shelter manager that clearly communicates that the animal may be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or an injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for these animals will be paid directly to the veterinarian by your Town/City.

If the Humane Society assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an additional fee of $100.00.

The municipality will pay a fee of $300.00 per dog delivered to the Society.
The municipality will pay a fee of $75.00 per cat delivered to the Society.
A flat rate of $100.00 will be charged for each dog delivered DOA.
A flat rate of $50.00 will be charged for each cat delivered DOA.

The Humane Society will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Humane Society of Middletown, Inc.

By: Marlene K Freehill 11/11/24

Board President Date Municipality Supervisor Date

JOHN EWANCIW
CHIEF OF POLICE

TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

November 26, 2024

Mayor Joseph DeStefano
Members of the Common Council
And Board of Estimate
City of Middletown
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano and Members,

Attached please find the contract with the County for our 2023-2024 STOP-DWI High Visibility Engagement (formerly crackdown campaign) enforcement period of November 1, 2024 through September 30, 2025. The total amount of the award is $5000. Please be kind enough to prepare a resolution authorizing the Mayor to sign the agreement.

This contract must be signed in **blue ink**. Once the contract is signed, please return the original to us for forwarding to the County.

Please add this funding to our newly renamed STOP DWI High Visibility grant line A.3126.103.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure
JE: ccd

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into as of the 27th day of November, 2024, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and **CITY OF MIDDLETOWN,** a CITY of the State of New York, with its principal offices at 2 James Street, Middletown, NY 10940, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY, by and through its Department of Emergency Services, is the recipient of DWI High Visibility Engagement Campaign Grants funds from the New York State STOP-DWI Foundation, Inc. ("FOUNDATION") for the purpose of administering STOP-DWI High Visibility Engagement Campaigns in the County of Orange in an effort to reduce alcohol-related traffic injuries and fatalities by increasing policing efforts during peak holiday periods. As a recipient of STOP-DWI High Visibility Engagement Campaign funds, the COUNTY is responsible for dispersing such funds to those municipalities located within the bounds of County of Orange who wish to conduct additional high visibility engagement police patrol enforcement campaigns during peak holiday seasons.

It is the intention of the COUNTY, in order to carry out the goals of the STOP-DWI High Visibility Engagement Campaign Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable high visibility engagement campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on **November 27, 2024** and end **September 30, 2025**.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b) seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

The MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for a period of six (6) years calculated from the date the last funds were paid to the MUNICIPALITY. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY'S convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to the MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY'S breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY'S right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-l, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

https://www.ny.gov/programs/combating-sexual-harassment-workplace.

The COUNTY'S policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY'S website at:

https://www.orangecountygov.com/1137/Human-Resources.

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: ______________________

Stefan M. ("Steven") M. Neuhaus
County Executive

Date: ______________________

MUNICIPALITY

By: ______________________
Name:
Title:
Date: ______________________

SCHEDULE A
STOP-DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN GRANT

1. **STOP-DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN GRANT.** The FOUNDATION was successful in securing funding from the New York Governor's Traffic Safety Committee for STOP-DWI high visibility engagement campaigns (previously known as "*Crackdown Grants*") for the period October 1, 2024 through September 30, 2025 ("HVE 24-25 Funding"). The FOUNDATION allocated THIRTY-FIVE THOUSAND AND 00/100 DOLLARS ($35,000.00) from the HVE 24-25 Funding to the COUNTY ("Grant") for disbursement to those municipalities located within the COUNTY'S bounds to conduct additional high visibility engagement police patrol enforcement campaigns during peak holiday seasons as more particularly described in Section 2 of this Schedule A.

2. **HIGH VISIBILITY ENGAGEMENT CAMPAIGNS.**

   a. **Campaigns**. The high visibility engagement campaign periods coincide with the State and national enforcement campaign efforts and are as follows (each a "Campaign Period" and collectively, the "Campaign Periods":

      1. ***Thanksgiving***. Thanksgiving, November 27, 2024 through and including December 1, 2024

      2. ***Holiday Season (National)***. Holiday Season (National), December 11, 2024 through and including January 1, 2025

      3. ***Super Bowl***. Super Bowl, February 9, 2025 through and including February 10, 2025

      4. ***St. Patrick's Day***. St. Patrick's Day, March 13, 2025 through and including March 18, 2025

      5. ***420 Drug Day***. 420 Drug Day, April 18, 2025 through and including April 20, 2025

      6. ***Memorial Day Holiday Weekend***. Memorial Day Holiday Weekend, May 23, 2025 through and including May 26, 2025

      7. ***June 100 Days of Summer***. June 100 Days of Summer June 5- June 8, 2025; June 12-June 15, 2025; June 19-June 22, 2025; June 26-June 29, 2025.

      8. ***July Fourth***. July Fourth, July 3, 2024 through and including July 6, 2025

      9. ***July 100 Days***. July 100 Days, July 10-13, 2025; July 17-July 20, 2025; July 24-July 27, 2025

      10. ***August 100 Days***. July 31 – August3, 2025; August 7–10, 2025

      11. ***End of Summer/Labor Day 2025***, August 13, 2025 through and including September 1, 2025

   b. **Encouraged Campaign Participation and Efforts.** The COUNTY encourages the MUNICIPALITY to engage in the Thanksgiving Campaign described in Section 2(a)(1) of this Schedule A and multi-jurisdictional efforts.

3. **MUNICIPALITY AWARD.**

   a. **Municipality Award.** From the Grant, the MUNICIPALITY is eligible for an award not-to-exceed the sum of **FIVE THOUSAND AND 00/100 ($5000)** to conduct high visibility engagement police patrol enforcement campaigns for the Campaign Periods. ("Eligible Municipality Award"). MUNICIPALITY acknowledges that the Eligible Municipality Award sum is **NOT A GUARANTEED SUM**, but instead the maximum amount the MUNICIPALITY could potentially be awarded based on the MUNICIPALITY'S performance during previous

Campaigns as calculated by the COUNTY in its sole and absolute discretion based on the data submittals submitted by the MUNICIPALITY as contemplated in Section 2(b) of this Schedule A. The actual award of funds under the Grant are data driven and determined based upon the Grant criteria and the MUNICIPALITY'S data submittals to the COUNTY as contemplated in Section 2(b) of this Schedule A.

b. **Municipality Data Submittals**. The MUNICIPALITY will submit to the COUNTY such high visibility engagement campaign activity data in the form required by the FOUNDATION and/or the COUNTY, no later than ten (10) calendar days after the end of each Campaign Period.

c. **Disbursement Terms**. Provided that the MUNICIPALITY has performed in accordance with the terms of this IMA and such terms, conditions, and guidelines required by the FOUNDATION, the HVE 23-24 Funding, and/or the Grant, then the COUNTY will disburse to the MUNICIPALITY such Grant funds due to the MUNICIPALITY up to the Eligible Municipality Award within ninety (90) calendar days from the date of the close of the Campaign Period for which the MUNICIPALITY submitted data.

4. **NON-APPROPRIATION**. If for any reason the FOUNDATION terminates its appropriation or fails to pay the full amount of the Grant to the COUNTY, this IMA may be terminated, or the Municipality Award may be reduced at the discretion of the COUNTY. In any event, no liability shall be incurred by the COUNTY beyond monies available for the purposes of this IMA.

Christine Dugan

From:	Jeffry Thoelen
Sent:	Monday, November 25, 2024 10:45 AM
To:	Christine Dugan
Subject:	FW: City of Middletown 2024-2025 STOP-DWI High Visibility Enforcement Campaign
Attachments:	Activity Form HVEC 2024-25.docx; C Middletown 24-25 HVEC IMA.pdf

Christine,

Please submit the attached documentation for the 2024-2025 STOP-DWI Visibility Engagement campaign (It used to be the DWI Crackdown Grant). Please let me know if there are any questions or concerns.

Lieutenant Jeffry R. Thoelen
City of Middletown Police Department
2 James Street
Middletown, NY 10940
(845) 346-4005

Serving with Integrity Since 1888

From: Saccone, Chris <CSaccone@orangecountygov.com>
Sent: Thursday, November 14, 2024 8:31 AM
To: John Ewanciw <jewanciw@middletownpolice.com>
Cc: Jeffry Thoelen <JThoelen@middletownpolice.com>
Subject: City of Middletown 2024-2025 STOP-DWI High Visibility Enforcement Campaign

Good Morning Chief,

Enclosed is your Department's Inter-Municipal Agreement (IMA) for the 2024-2025 STOP-DWI High Visibility Engagement (formerly Crackdown) Campaigns. Please review the attached Schedule A of the IMA for Campaign dates and reimbursement requirements.

This IMA has an award an aggregate amount of **$5000** as identified in Schedule A for all the events you choose to participate in from the NYS STOP-DWI Foundation which your municipality received through the County.

Please sign and return this contract to Christine Saccone at your earliest convenience to ensure that your Department can participate. The County accepts a manually signed copy of the IMA delivered by email to csaccone@orangecountygov.com, fax or other means of electronic transmission. **Please note this contract requires a Board-Certified Resolution outlining the acceptance of these funds as well as the authorized designated official(s) in your municipality who can execute the IMA.**

Reimbursement for the 2024-2025 STOP-DWI HVEC and DRE has changed. The PS-1 form is now an electronic form and can be accessed using the following link: https://nysdmv-opa.custhelp.com/web-determinations/startsession/GTSC_STOP_DWI_Grants_Hours. When the PS-1 form is completed electronically, you will be prompted to download the form. The form should be then signed, dated, etc. and emailed to Chris Saccone to process for reimbursement. As a reminder, the county is required to submit all PS-1's and activity forms to the state within 45 days of each HVEC campaigns. If you have any questions regarding billing, please contact Chris. You are also required to complete the attached HVEC Activity Form. **The attached link should be used to request DRE reimbursement.**

These are some things to remember:

- All High Visibility Engagement Campaigns must be "High Visibility" which is defined by NHTSA as 'a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors.' High Visibility Enforcement (HVE) Toolkit | NHTSA
- High visibility enforcement plan must contain Enforcement, Visibility and Publicity.
- All High Visibility Engagement Campaigns must be **multi-agency events**, meaning more than one agency must do some kind of patrol or road check during the designated times (agencies do not have to work together).
- High Visibility Engagement Campaigns funds cannot be used to enforce navigation laws.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County STOP-DWI, thank you and your officers for your commitment to patrolling and protecting our County.

Christine Saccone **on behalf of Robert Doss, Deputy Commissioner/STOP-DWI Coordinator**
Executive Assistant
Orange County Department of Emergency Services
Commissioner's Office & Police Liaison Services
22 Wells Farm Road
Goshen, New York 10924
Phone: 845-615-0565
Fax: 845-291-2121

DEPARTMENT OF FINANCE
City Of Middletown

Leonora Liz
Treasurer

16 James Street
Middletown, NY 10940
Tel: (845) 346-4150
Fax: (845) 343-1101

November 2024

To: The Board of Estimate

From: Leonora Liz, Treasurer

The City of Middletown needs to obligate State and Local Fiscal Recovery Funds (SLFRF) received but not yet obligated or spent. The City of Middletown has to obligate those funds to be in compliance with the December 31, 2024 deadline. Attached is a schedule of how those funds are being obligated. All necessary contracts or purchase orders are in place or will be in place by December 31, 2024.

CITY OF MIDDLETOWN	
ARPA FINAL OBLIGATION	
$5,667,687.75 remains to be unobligated	
Obligation Amount	**Projects**
$ 1,992,394.38	Court House Renovation
$ 1,274,825.00	O&W Building Renovation
$ 500,000.00	Traffic Operation - Suplemental Sidewalk
$ 329,087.54	2024 Equipment Purchase - City Wide
$ 1,000,000.00	Water Raw Line
$ 185,000.00	Building Purchase -NJ Railroad Station
$ 1,600.00	Don Paris Consulting Fees 400 per qtr
$ 1,700.00	RBT Consulting
$ 50,000.00	Cherry Road Contract Cyber Security Assessment
$ 333,080.83	Security System Upgrades - City Wide
$ 5,667,687.75	

Sincerely,

Leonora Liz

OECD

Paramount Theatre
17 South Street
Middletown, New York 10940

November 26, 2024

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RE: Paramount Theatre 2024

Dear Members:

I am requesting the following transfers within the 2024 Paramount Budget.

From	Amount	To
A.7010.440 Repairs to Equipment	$3,000.00	A.7010.448 Promoters & Sponsors
A.7010.447 Credit Card Fees	$8,000.00	A.7010.448 Promoters & Sponsors
A.7010.800 City Sponsored Events	$95,000.00	A.7010.448 Promoters & Sponsors
A.7010.440 Repairs to Equipment	$4,000.00	A.7010.442 Concessions

The above is to cover the increase in rentals that will require settlement from ticket sales held by the City. Also, to cover costs associated with the increase of concession sales.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development
City of Middletown

CITY OF MIDDLETOWN
Office of Economic & Community Development

November 26, 2024

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RE: 11-15 King Street Contract of Sale

Dear Members:

I am requesting for authorization for the City to accept the Contract of Sale regarding 11-15 Kings Street with Denali Realty Ventures, LLC & O'Connell Family Contracting, LLC, and to authorize the Mayor to sign any and all contracts, closing documents and necessary documents associated with the sale of 11-15 King Street to Denali Realty Ventures, LLC & O'Connell Family Contracting, LLC.

The above will be subject to the review of Corporation Counsel.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

CONTRACT OF SALE

DATE

CONTRACT OF SALE made as of the   day of December, 2024

PARTIES BETWEEN

CITY OF MIDDLETOWN
Address: 16 James Street, Middletown, New York 10940
hereinafter called "SELLER" who agrees to sell, and

DENALI REALTY VENTURES, LLC and O'CONNELL FAMILY CONTRACTING, LLC
Address: P.O. Box 98, Middletown, New York 10940
hereinafter called "PURCHASERS", who agree to buy

The property located at **11-15 King Street**, Middletown, New York 10940, including all buildings and improvements, if any, thereon (the "PREMISES") (more fully described on a separate page marked "Exhibit A") and also identified on the Tax Map of the City of Middletown, County of Orange, New York as: **Section 31, Block 8, Lot 17.**

PURCHASE PRICE

I. The purchase price is **$500,000.00** payable as follows:

(A) On signing of this Contract, by check in the amount of **$25,000.00** subject to collection, the non-payment of which shall give SELLER the right to declare this Contract null and void and to pursue all remedies against PURCHASERS on said check or as otherwise permitted by law.

The downpayment check shall be made payable to Alex Smith, Esq., as attorney for SELLER, (to be held in escrow in non-interest bearing status by the Escrow Agent as hereinafter provided).

(B) $25,000 by Bank Check at Closing.

(C) **Balance at Closing**: By **Note and Mortgage from Purchaser to Seller** in the amount of **$450,000.00**. Not more than $1,000.00 shall be paid at Closing other than by certified or bank check.

SUBJECT TO PROVISIONS:

2. The PREMISES are to be transferred subject to:

a. All present and future building, zoning and other restrictions, regulations, laws, ordinances, resolutions and orders of any State, municipal or other governmental authorities having jurisdiction over the PREMISES or the use or improvement thereof. The Seller represents the Property is located in a DMU zone under the Seller's zoning law (Chapter 475 of the Code of the City of Middletown).

b. The rights of utility companies, if any, to install, maintain and operate lines, poles, pipes, distribution boxes, and other equipment and installations over, under or along the street next to the PREMISES or the part of the PREMISES next to the street, or running to improvements on the PREMISES.

c. Encroachments and projections of walls, foundations, trim, fences or other improvements, installations or appurtenances onto the PREMISES or from the PREMISES onto adjoining property; variations between record lines and any tax map; and consents for the erection and maintenance of any structures on, under or above any streets or roads adjoining the PREMISES.

d. Such state of facts as an accurate survey may reveal.

e. Real estate taxes and water and sewer charges, subject to adjustment as hereinafter provided.

TITLE COMPANY APPROVAL:

3. PURCHASERS agree to promptly apply for and procure a title insurance commitment from, and to cause title to the PREMISES to be searched and examined by a duly licensed and reputable title insurance company (the "title company"). PURCHASERS agree to promptly deliver to SELLER'S attorney, Alex Smith, Esq., 16 James Street, Middletown, New York 10940, a copy of the title company's title report or commitment, and any tax search, departmental searches, survey and survey reading. PURCHASERS shall **notify** SELLER'S attorney of any objections disclosed by the title and municipal searches. PURCHASERS shall pay all expenses for examination of title, the premium for any title insurance policy, and all other title, survey or other expenses incurred in connection with this Contract or the Closing.

4. SELLER shall have the right to attempt to remedy any defects in title, and shall be entitled to reasonable adjournments of the Closing for such purpose. PURCHASERS shall accept such title as the title company will insure in accordance with its standard form of title policy, subject only to the matters provided for in this Contract and such other exceptions as the title company, without special premium to PURCHASERS, will omit as exceptions to coverage or will except with insurance against collection out of or enforcement against the PREMISES.

5. In the event that SELLER cannot remedy defects in title, or the title company elects not to insure the PREMISES or requires conditions that neither SELLER nor PURCHASERS can meet, then PURCHASERS can elect to declare this Contract of Sale terminated or null and void and the downpayment shall be returned to Purchaser.

CLOSING DEFINED AND FORM OF DEED:

6. "Closing" means the settlement of the obligations of SELLER and PURCHASERS to each other under this Contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASERS of a Bargain and Sale Deed with Covenant Against Grantor's Acts in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law. The deed must also contain the restrictions hereinafter described as permanent covenants running with the land.

CLOSING DATE AND PLACE:

7. Closing will take place at the office of SELLER'S attorney on or before December 30, 2024, time declare to be of the essence as to the Purchaser's obligations to close provided Seller is otherwise ready, willing and able to close according to the terms of this Contract of Sale.

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

8. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street of highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASERS, at Closing, or thereafter, on demand, any documents which PURCHASERS may require to collect the award and damages. At the time that SELLER signs this Contract of Sale, SELLER is not aware of any unpaid award by reason of any taking or condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway.

BROKERS:

9. SELLER and PURCHASERS represent and warrant that they have not dealt with any

broker in connection with this sale. Each party agrees to indemnify and hold the other harmless from and against all liabilities, claims, damages or expenses, including attorneys fees, pertaining to any broker with whom that party have dealt. This provision shall survive Closing.

APPORTIONMENTS:

10. The following are to be apportioned as of midnight of the day before CLOSING.
(a) Real estate taxes, water charges and sewer rents, if any, on the basis of the lien period for which assessed.

11. If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation; however, adjustment will be made when the actual tax amount is determined. This provision shall survive the Closing.

12. Any errors or omissions in computing apportionments at Closing shall be corrected. This provision shall survive Closing for a period of one (1) year.

ALLOWANCE FOR UNPAID TAXES, ETC.:

13. SELLER has the option to credit PURCHASERS as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

14. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at Closing, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASERS and required by it to assure its discharge; but only if the title insurance company will insure PURCHASERS' title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made with a reasonable time before Closing, the PURCHASERS agree to provide separate certified checks as requested to assist in clearing up these matters.

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES, ETC.:

15. If a title examination discloses judgments, bankruptcies or other returns against

persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at Closing showing that they are not against SELLER.

DEED TRANSFER AND RECORDING TAXES:

16. At Closing, SELLER shall deliver a check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return.

PURCHASERS LIEN:

17. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the Contract by PURCHASERS.

SELLERS' INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

18. If SELLER is unable to transfer title to PURCHASERS in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this Contract, without interest, plus all charges made for:

(a) examining the title,

(b) any appropriate additional searches made in accordance with this Contract, and

(c) survey and survey inspection charges.

19. Upon such refund and payment this Contract shall be considered cancelled, and neither SELLER nor PURCHASERS shall have any further rights against the other.

CONDITION OF PROPERTY:

20. PURCHASERS have inspected the PREMISES and is thoroughly acquainted with its condition. PURCHASERS agree to purchase the PREMISES **"as is"** and in its present condition subject to reasonable use, wear, tear, and natural deterioration between now and Closing. PURCHASERS shall have the right, after reasonable notice to SELLER, to inspect the PREMISES before Closing. Upon the full execution of this Contract, Purchaser shall be permitted at their sole discretion to tarp the roof to try and prevent further water damage and temporarily shore structural support provided they name Seller as an additional insured on a liability certificate in no less than $1,000,000 per occurrence

and Purchaser shall indemnify and hold harmless the Seller from all liability from any and all entry onto the Premises by them or any of their contractors.

21. PURCHASERS acknowledge that neither SELLER nor any representative or agent of SELLER have made any representation or warranty as to the physical condition, state of repair, expenses or operation of the PREMISES or any matter or thing affecting or relating to the PREMISES or this Contract, except as specifically set forth herein. SELLER shall not be liable or bound in any manner by any oral or written statement, representation, agreement or information relating to the PREMISES or this Contract furnished by any real estate broker, agent or other person, unless specifically set forth herein.

22. SELLER is **not required to make any repairs and/or alterations** to the PREMISES and the personal property included in this sale. SELLER represents that it has no actual notice of any municipal violations, and SELLER shall furnish PURCHASERS with any authorizations necessary to make the searches that could disclose these matters.

23. PURCHASERS shall have access to the PREMISES within **48 hours prior to Closing** or taking of possession in order to ascertain the condition of the PREMISES.

<u>ESCROW CONDITIONS:</u>

24. Alex Smith, Esq., is hereby designated as Escrow Agent in this transaction and he shall hold the downpayment in accordance with this Contract. The Escrow Agent may at any time deposit the downpayment with a court of competent jurisdiction, and upon notice to SELLER and PURCHASERS of such deposit the Escrow Agent shall have no further responsibility or liability hereunder. The Escrow Agent is hereby authorized and directed to deliver the downpayment to SELLER if, as and when title closes.

25. SELLER and PURCHASERS acknowledge that the Escrow Agent is merely a stakeholder, and that the Escrow Agent shall not be liable for any act or omission unless taken or suffered in bad faith, in wilfull disregard of this contract or involving gross negligence. The Escrow Agent shall not be required to invest the downpayment in an interest bearing account or other income producing investment.

<u>LIQUIDATED DAMAGES:</u>

26. If PURCHASERS wilfully default under this Contract, SELLER as their sole remedy to the exclusion of any other claims or causes of action shall be entitled to declare this

Contract null and void and to receive from the Escrow Agent and to retain all sums paid by PURCHASERS hereunder as liquidated damages, whereupon this Contract shall terminate and neither party shall have any further claim against the other.

ASSIGNMENT:

27. PURCHASERS may not assign this Contract without the prior written consent of the SELLER. Any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, the PURCHASER shall have the absolute right to assign this Contract to single purpose limited liability entity with members/shareholders comprised of members of the Connor and O'Connell families.

DEED CONDITIONS AS COVENANTS RUNNING WITH THE LAND

28. Intentionally deleted

COMMON COUNCIL APPROVAL

29. This Contract is conditioned upon approval by the City of Middletown Common Council.

ENTIRE AGREEMENT:

30. All prior understandings and agreements between SELLER and PURCHASERS are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

CHANGES MUST BE IN WRITING

31. This Contract may not be changed or cancelled except in writing. The Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties.

SURVIVAL:

32. None of the representations, warranties, covenants or other obligations of SELLER hereunder shall survive the Closing, except as expressly provided herein. Acceptance of the deed by PURCHASERS shall be deemed full and complete performance and discharge of every agreement and obligation of SELLER hereunder, except those, if any,

which expressly are stated herein to survive the Closing, and then such survival shall be only for a period of one year.

SINGULAR ALSO MEANS PLURAL:

33. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

BINDING EFFECT:

34. This Contract shall not be considered an offer or an acceptance of an offer by SELLER, and shall not be binding upon SELLER until executed and delivered by both SELLER and PURCHASERS. Upon such execution and delivery, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, SELLER AND PURCHASERS have duly executed this Contract on the date first above written.

City of Middletown, Seller
By:

____
Joseph DeStefano, Mayor

Denali Realty Ventures, LLC, Purchaser
By:

____
________ ________, ________

O'Connell Family Contracting, LLC, Purchaser
By:

____
________ ________, ________

PURCHASER'S RIDER TO CONTRACT OF SALE
BETWEEN THE CITY OF MIDDLETOWN., AS SELLER AND
DENALI REALTY VENTURES, LLC AND O'CONNELL FAMILY CONTRACTING, LLC,
AS PURCHASER

The provision of this Purchaser's Rider dated December ____, 2024 are in addition to the main body of the Contract. In each instance in which a provision of the Purchaser's Rider shall contradict or be inconsistent with a provision of the main body of the Contract or any prior Rider, the provisions of this Purchaser's Rider shall govern and prevail.

R-1 Note and Mortgage: The terms and conditions of a Note and Mortgage in the amount of $450,000 to be given at Closing from Purchaser to Seller shall be negotiated between the parties which shall have interest only payments at the rate of six (6%) percent per annum and a three (3) year term and which Seller agrees to subordinate to construction financing secured by Purchaser and which shall be paid off by Purchaser when construction is completed and replaced with permanent financing. In the event the Seller mortgage is not paid off within three (3) years from the date of Closing, the Purchaser may extend the term for up to two (2) additional years with the payment of $25,000.00 to Seller for each one (1) year extension.

R-2 Seller Deliveries: At the Closing, Seller shall deliver or cause to be delivered to Purchaser or to the Title Company, as the case may be, the following items executed and acknowledged by Seller, as appropriate:

a. A bargain and sale deed covenant against grantor's acts (the "Deed").
b. A certification of non-foreign status, and any state required state certificate that is sufficient to exempt Seller from any state withholding requirement with respect to the transactions contemplated hereby.
c. All keys to the Improvements, to the extent the same are in Seller's possession.
d. Such further instruments as may be required by the Title Company to record the Deed.
e. Evidence reasonably satisfactory to the Title Company respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder.
f. A duly executed counterpart of the Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate and Certification of Exemption from the Payment of Estimated Personal Income Tax (Form TP-584).
g. A duly executed counterpart of the State of New York State Board of Real Property Services, Real Property Transfer Report, RP-5217.

R-3 Purchaser Deliveries: At the Closing, Purchaser shall deliver or cause to be delivered to Seller or to the Title Company, as the case may be, the following items executed and acknowledged by Purchaser, as appropriate:

a. Payment of the Closing Payment.

b. Such further instruments as may be necessary to record the Deed.
c. Evidence reasonably satisfactory to Seller and the Title Company respecting the due organization of Purchaser and the due authorization and execution by Purchaser of this Agreement and the documents required to be delivered hereunder.
d. A duly executed counterpart of the combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate and Certification of Exemption from the Payment of Estimated Personal income Tax (FoirmTP-584).
e. A duly executed counterpart of the State of New York, State Board of Real Property Services, Real Property Transfer Report, RP-5217.

R-4 Representation, Warranties and Covenants of Seller: Seller hereby represents to Purchaser that, as of the date of this Contract:

a. Leases. Seller has no knowledge of any leases, licenses or other occupancy agreements to which Seller is a party or is bound affecting any portion of the Premises which will be in force on the Closing Date.
b. Litigation. To Seller's knowledge, there is no pending or threatened in writing litigation, suit, claim, dispute, arbitration, action or proceeding against Seller which if adversely determined would restrain the consummation of the transactions contemplated by this Contract.
c. No Insolvency. Seller is not a debtor in any state or federal insolvency, bankruptcy, receivership proceeding.
d. Non-Foreign Person. Seller is not a "foreign person, as defined in Section 1445 of the Internal Revenue Code, as amended (the "Code").
e. Due Authority. This Contract and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are, or on the Closing Date will be, duly authorized, executed and delivered by and are binding upon Seller. Seller is a corporation, duly organized and validly existing and in good standing under the laws of the State of New York, and is duly authorized and qualified to do all things required of it under this Contract.

R-5 Existing Reports: Upon the execution of the Contract of Sale, Seller shall promptly deliver to Purchaser any existing environmental and/or asbestos test reports in Seller's possession and copies of any survey and permits/reports relating to the property

R-6 Seller's Representation:

A. Seller represents and warrants to Purchaser that at the time of Closing:

a. Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Contract;

b. Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

c. The Premises are served by municipal water and sewer, both of which are in working order.

d. All improvements are fully included within the Premises to be conveyed and no buildings or other improvements encroach upon the Premises herein from any adjoining premises.

e. Seller has not received any notice of violation from the Seller; it has not received any notice of violation from either the building code or zoning enforcement officer; that there are no known violations of record;

R-7 Toxic/Hazardous Substances:

Intentionally Deleted.

R-8 Survey: This transaction is subject to a survey without variations, encroachments or other conditions rendering title unmarketable or uninsurable at standard rates and depicting the Premises substantially as represented to Purchaser.

R-9 Notice of Title Objections: Receipt of a copy of the title report by Seller's attorney shall be deemed notice of title objections and defects.

R-10 Notices: Any notices between attorneys for the parties may be given by facsimile or electronically. Any notice sent outside of regular business hours shall be deemed received on the next business day.

Counterparts.
This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf or other electronic means shall have the same import and effect as original counterparts and shall be valid, enforceable and binding for the purposes of this Agreement.

SELLER
CITY OF MIDDLETOWN

____
By: Joseph DeStefano, Mayor

PURCHASER
DENALI REALTY VENTURES, LLC

____
By:

O'CONNELL FAMILY CONTRACTING, LLC

By:______________________________

November 26,2024

Board of Estimate
City of Middletown
16 James Street
Middletown, NY 10940

The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to transfer the following monies into the 2024 Fire Department Operating Budget:

FROM	AMOUNT	TO
A.3410.204 RADIO SYSTEM	1,000.00	
A.3410.492 FIRE RECOGNITION	1,000.00	
A.3410.493 TRAINING FIELD IMPROVEMENTS	1,000.00	
A.3410.493 PERSONNEL TRAINING VOLUNTEERS	2,000.00	
A.3410.497 FIRE PREVENTION PROGRAM	1,000.00	
TOTAL	6,000.00	
Other Equipment		1,000.00
Repairs to Equipment		5,000.00

Sincerely,

Bob Brady
Fire Chief

November 26, 2024

Mr. Jacob S. Tawil, P.E., Commissioner of Public Works
City of Middletown
16 James St.
Middletown, NY 10940

Re: Middletown Raw Water Main Replacement Phase 1A
Kinch Pond to Greenville Turnpike
DWSRF Project No. 18801
Proposal for Professional Services

Dear Jacob:

We are pleased to submit our proposal for engineering services related to design and construction of the Middletown Raw Water Main Replacement Phase 1A - Kinch Pond to Greenville Turnpike project.

This project is part of an overall plan to replace the entire existing 24" cast iron raw water main constructed in 1902 from Kinch Pond to Shawangunk Reservoir with a larger, higher capacity main, phased into two projects as follows:

- Phase 1A - Kinch Pond to Greenville Turnpike
- Phase 1B - Greenville Turnpike to Shawangunk Reservoir

The existing 24" main being replaced by each phase will remain in service until the new main in that phase is constructed. The new main constructed in Phase 1A will be tied into the existing 24" main at Greenville Turnpike until the Phase 1B main is constructed.

This proposal is based primarily on the project scope as outlined in the following documents:

- *Engineering Report, City of Middletown, Raw Water Main Replacement – Phase 1* dated August 26, 2022.
- Engineering Report Amendment No. 2 dated June 7, 2024, which provided revised project cost estimates and superseded an Amendment dated July 6, 2023.

The proposed project scope is listed in the attached project cost estimate from the July 6, 2023 Engineering Report Amendment, and is generally summarized as follows:

- Phase 1A - Kinch Pond to Greenville Turnpike
    - Approximately 2,900 LF of new water pipeline, including approximately 1,000 LF tunneled through rock.
    - Kinch Pond gatehouse modifications/valving.
    - New Kinch Pond outlet for stream low flow.
    - Connection of Mill Pond raw water force main.
    - New meter pit.
    - Total estimated construction cost of $6,183,000.
    - Total estimated project cost of $8,368,000, including construction, engineering services, other soft costs, and contingencies.

We understand that the City's financing for the project includes the following:

- Phase 1A – Kinch Pond to Greenville Turnpike
  - New York State Environmental Facilities Corporation (NYSEFC) Water Infrastructure Improvement Act (WIIA) grant for the lesser of $5,000,000 or 60% of net eligible project costs.
  - FY 2024 Community (STAG/DWSRF) Grant administered by the United States Environmental Protection Agency (USEPA) for $959,752.
  - ARPA funding for $1,000,000.
  - NYSEFC Drinking Water State Revolving Fund (DWSRF) loan financing for the remainder.

Our proposed scope of services is consistent with the requirements of these funding sources, including meeting the minority & women's business enterprise (M/WBE) requirement of subcontracting out a percentage of the overall fee.

Scope of Services

Design & Bidding

Preliminary Design and Approvals

1. Prepare a Basis of Design Report that outlines the design requirements for the improvements, including final sizing of the pipeline.
2. Perform site visit(s) to review the pipeline route.
3. Perform wetland delineations as required for the project design. Services will be subcontracted.
4. Perform geotechnical soil borings to determine general soil conditions, groundwater depths, and the presence of bedrock, if any, along the pipeline alignment. Prepare a geotechnical report. Services will be subcontracted.
5. Provide topographic surveying services to supplement prior survey information and base mapping, including additional topographic survey as required, soil boring locations, and wetland delineation flagging locations. Parcel and easement lines will be plotted based on prior easement work completed by CPL. It is assumed that City forces will assist with field location of existing City utilities if needed.
6. Review and incorporate existing as-built drawings provided by the City.
7. Prepare preliminary construction drawings, specifications, contract documents, and cost estimates suitable for submission to the City.
8. Prepare the necessary permit applications and initial submission documentation for NYSDOH, NYSEFC, USACE, NYSDEC and City requirements, including but not limited to the following:
    - NYSDOH – Water system
    - NYSDEC – Wetlands, Low flow levels of Shawangunk Kill
    - USACE – Wetlands
9. Assist with funding applications and coordination with involved parties as required including NYSEFC, NYSDOH, and USEPA.
10. Attend periodic meetings with the City to report on the status of the project, as requested by the Commissioner of Public Works (CPW).
11. Provide electronic copies of all deliverable documents noted above for City and agency reviews (hardcopies will be provided under Reimbursable Expenses, see below).

12. Prepare NEPA Review documentation if required based on funding (e.g. EPA/STAG Grant funding). Note that SEQRA review was previously completed.

Final Design

1. Prepare re-submissions to address review comments from the agencies identified above, if required, along with agency coordination through final approvals of the contract documents.
2. Prepare final construction drawings, specifications, and contract documents suitable for bidding purposes. The documents will incorporate comments from the City and the reviewing agencies. The documents will include the required funding agency documentation and will be based on the approved Basis of Design Report.
3. Prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with NYSDEC requirements, due to the area of disturbance exceeding 1 acre. We are assuming that this project will only require erosion and sediment controls as it is a linear construction project, and that it will be designed to meet the 5-day review requirement for the NYSDEC General Permit and a 60-day review will not be required.
4. We anticipate preparing one construction contract for General Construction.
5. Coordination with involved parties as required including the City, NYSEFC, and NYSDOH.
6. Attend periodic meetings with the City to report on the status of the project, as requested by the CPW.
7. Provide electronic copies of all deliverable documents noted above for City and agency reviews (hardcopies will be provided under Reimbursable Expenses, see below).

Bidding Services

1. Provide contract documents to be issued to prospective bidders (document printing and distribution costs will be billed separately as reimbursable expenses).
2. Attend a pre-bid meeting.
3. Respond to bidders' questions and issue any addenda required for the interpretation and clarification of the bidding documents.
4. Attend the bid opening, review bids for compliance with the bid requirements and mathematical correctness, prepare a bid tabulation, investigate bidders' qualifications, and prepare a written recommendation for the award of the contract.

Construction Administration

1. Provide construction administration services including contract agreement preparation, shop drawing review, processing of payment requests, preconstruction and project meetings, schedule coordination, preparation of change orders, coordination with the Contractor, City, and regulatory agencies, final inspection, and punch list preparation.
2. Prepare record drawings based upon information provided by the Contractor.
3. Review Operation and Maintenance Manuals provided by the Contractor.
4. Assist the City with completion of required funding agency (NYSEFC) construction requirements and paperwork, including close-out documentation.
5. Prepare and submit NYSDOH *Engineer's Certification of Public Water Improvement Project Completion* form once construction is complete.
6. Provide coordination of close-out documentation from the Contractor.

7. Attend periodic meetings with the City to report on the status of the project, as requested by the CPW.
8. Provide electronic copies of all final deliverable documents noted above to the City (hardcopies will be provided under Reimbursable Expenses, see below).

Construction Observation

1. Provide a qualified Resident Project Representative (RPR) to monitor the construction and the Contractors' compliance with the Contract Documents. The RPR will serve as the City's representative on the project, maintain detailed records of the work performed, document payments to the Contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities.
2. Provide SWPPP inspections as required for compliance with NYSDEC requirements.
3. We have assumed a construction duration as indicated below in the Compensation section notes.

Additional Professional Services

1. If additional services not identified in this proposal become necessary or are requested by the City, they shall be identified and mutually agreed upon in writing before the services are provided. Fees to be paid to CPL for such Additional Services will be negotiated at the time when the need and scope can be identified and quantified. A budget has been included for these services. Services agreed to be provided on an hourly basis will be billed based on our standard hourly rates as included in the EJCDC Agreement (see Terms and Conditions below).

Reimbursable Expenses

1. Mileage.
2. Provide third-party document printing and distribution throughout the project, including design submissions, bid documents, contract documents, record drawings, etc.
3. Provide third-party testing services and/or inspections as required during construction. Services will be subcontracted.
4. Other miscellaneous third-party charges as required by the project and requested by the City.

<u>Assumptions</u>

1. The following services are not included in our proposal. If it is determined any of these items are required, we will work with the City to develop a specific scope and fee for review and acceptance prior to the commencement of work.
   a. Property survey for the purpose of purchasing property, establishing property line locations, or obtaining easements or rights-of-way.
   b. SEQRA services. The City previously completed SEQRA review for the project with the issuance of a Negative Declaration.
   c. Archaeological or cultural resource surveys. CPL understands that these services are not required, as the NYS Office of Parks, Recreation and Historic Preservation previously issued its opinion that no properties, including archaeological and/or

historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project (OPRHP Project Review number 19PR05845).

d. Environmental, lead, asbestos, mold, termite, radon, or hazard investigations, surveys, or remediation.
e. Any fees for agency reviews, applications, permits, or licenses.
f. Surveyed as-built drawings.

Compensation

Our fee proposal to complete the work described above is as indicated below. Please note that the total proposed fees for our Base Professional Services are in line with the amounts budgeted for engineering within the attached cost estimate and in the NYSEFC funding application.

Phase 1A – Kinch Pond to Greenville Turnpike

	Fee	Fee Basis
Base Professional Services		
Design & Bidding	$ 610,100	Lump Sum
Construction Administration	$ 150,000	Lump Sum
Construction Observation	$ 160,000	Hourly NTE (Note 1)
Subtotal Base Professional Services	$ 920,100	
Additional Professional Services	$ 50,000	Budget
Reimbursable Expenses	$ 30,000	Budget
Subtotal Additional/Reimbursable	$ 80,000	
TOTAL Phase 1A	**$ 1,000,100**	

Notes

1. Phase 1A Construction Observation services will be provided on an hourly basis with the indicated not-to-exceed (NTE) fee, which is based on an assumed 1280 hours (26 weeks at approximately 50 hours per week, which includes 40 hours of field observation and 10 hours of administrative support/reporting) at an assumed average rate of $125/hr. Should construction exceed this timeframe, CPL will negotiate additional fees with the City.

Terms and Conditions

Upon your acceptance of this proposal, we will prepare the EJCDC Short Form of Agreement Between Owner and Engineer, which will be consistent with this proposal and will incorporate the NYSEFC *Mandatory State Revolving Fund Terms and Conditions for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund, Effective October 1, 2023*, with which our services will comply. We will also begin securing proposals from M/WBE subconsultants and preparing our M/WBE Utilization Plan.

We appreciate the opportunity to submit our proposal and look forward to working with all those involved. Please contact us if you have any questions or need additional information.

Very truly yours,

CPL

David A. Chase, P.E., LEED AP
Principal

Timothy J. Moot, P.G.
Vice President

Enclosure - Preliminary Cost Estimate

Proposal Accepted By:

Signature:____ Date:_______________
City of Middletown

CITY OF MIDDLETOWN

Memo

To: BOARD OF ESTIMATE

From: Marsha Vitulli

Date: November 20, 2024

Re: 260 East Main Street, Middletown, New York 10940

Lawn Maintenace

Owner states that a representative from the City of Middletown visited the property and confirmed that the issue with the lawn was resolved and assured him the penalty would be voided. We have not received word that this invoice should be voided. He also states that when he tries to get in touch with the Code Enforcement office no one returns his calls.

CITY OF MIDDLETOWN

16 JAMES STREET
MIDDLETOWN, NY 10940
PHONE # (845) 346-4150 FAX # (845) 343-1101

Invoice Number:	**2024/20/0000121**
Invoice Date:	06/11/2024
Invoice Due Date:	**07/11/2024**
Page:	1 of 1

Invoice

ustomer Code: P36-5-3

Bill To:

90 LINDEN AVENUE, LLC
30 VANBUREN DRIVE
MONROE, NY 10950

Mail Remittance To:

CITY OF MIDDLETOWN
Attn: FINANCE DEPT.
ATTN: MISC BILLING
16 JAMES ST
MIDDLETOWN, NY 10940
(845) 346-4150

escription: LAWN CUT BY CITY EMPLOYEE ON JUNE 11, 2024
CITY ORDINANCE 188-1

Property Location: 260 EAST MAIN ST
District / Parcel ID: 330900 / 36-5-3

O Number:

Service	Quantity	Unit	Unit Price	Amount
LAWN MAINTENANCE	1.0000		100.000000	100.00
			Total Amount Due:	100.00

Please Make Check Payable To: CITY OF MIDDLETOWN

Jacob Hirsch
30 Van Buren Dr #202
Monroe, NY 10950
845-424-1414
Jacob@jhassociatesny.com

City of Middletown
Code Enforcement Department
16 James Street
Middletown, NY 10940

11/18/2024

To whom it may concern,

I am writing in regard to a penalty notice we received on 11/18/2024 concerning lawn maintenance at our property located at 260 East Main Street, Middletown, NY 10940

As a follow-up to a prior notice we received, we promptly contacted the Code Enforcement office and informed them that the lawn had already been addressed. A representative visited the property and confirmed the issue was resolved, assuring us that the penalty would be voided. However, we have now received another penalty notice despite this resolution.

In addition to our initial communication, we have made multiple attempts to contact the Code Enforcement office by phone to discuss this matter further, but unfortunately, we have not received a response.

Given the circumstances, we kindly request clarification on why this penalty notice was issued again and guidance on how we should proceed to resolve the issue. Your prompt attention to this matter would be greatly appreciated.

Thank you for your time and assistance.

Sincerely,
Jacob Hirsch

CITY OF MIDDLETOWN
16 James Street
Middletown NY, 10940
845/346-4150

90 LINDEN AVENUE LLC
30 VAN BUREN DR 202
MONROE NY 10950

November 1, 2024

330900 36-5-3
Location : 260 EAST MAIN ST

BANK: C080370

NOTICE OF DELINQUENT TAXES

YEAR	TYPE	BILL NO	PRINCIPAL	FEES	PENALTY	TOTAL
2024	MISC	121	100.00			100.00

*****Amount shown includes interest through 11/30/2024*****

Please contact this office at 845-346-4150 if you have any questions regarding any delinquencies on your property. You can mail your check, money order or bank check to 16 James Street, Middletown, New York 10940 Attn: Finance Department.

Finance Department

PLEASE NOTE: If you have filed for bankruptcy protection and are currently either in a bankruptcy case or have received a discharge in a bankruptcy case, this notice is not an attempt to collect a debt from you as a matter of your personal liability, but is intended instead for informational pruposes. You should also be aware that a bankruptcy discharge does not operate to eliminate otherwise valid and enforceable liens. Accordingly, any statutory liens securing debts owed to the City of Middletown remain enforceable as a matter of applicable non-bankruptcy law, subject to any present restrictions that may be imposed on that exercise by the United States Bankruptcy Code.

845-343-3169

City of Middletown

Department of Public Works
16 James Street
Middletown, NY 10940
845-343-3169

Parcel ID: 36-5-3

06/05/2024

90 Linden Avenue LLC
30 Van Buren Dr
Monroe , NY 10950

RE: 260 East Main St

Dear Property Owner:

Notice is hereby given that you are in violation of Ordinance 188-1. Removal of vegetation, setting forth regulations for the control and cutting of grass, weeds and other vegetation as adopted by the City of Middletown, New York, on December 27, 1954 in that you have permitted unsightly grass and weeds to grow on your property at 260 East Main St.

Full compliance with this ordinance is required within five (5) days of the date of this notice or the Commissioner of Public Works will order the necessary work done and you will be charged one hundred ($100.00) dollars for the first time, two hundred and fifty ($250.00) dollars for the second time and five hundred ($500.00) dollars for the third and subsequent times. For two-family and multi-family residential properties you will be charged two hundred and fifty ($250.00) dollars for the first time, five hundred ($500.00) dollars for the second time and seven hundred and fifty ($750.00) dollars for the third and subsequent times. For commercial and industrial properties, the charge for the first time will be five hundred ($500.00) dollars, seven hundred and fifty ($750.00) dollars for the second time and one thousand ($1000.00) for the third and subsequent time. The Common Council has deemed that these charges may be a lien against the property. Along with the above fees, you could also be faced with a fine of anywhere from $100.00 to $500.00, resulting from an appearance in court.

We solicit your help in keeping our City neat and clean. Please contact the office at (845) 343-3169 if you have any questions.

By Order Of:

Jacob S. Tawil, P.E.

Jacob S. Tawil, PE
Commissioner of Public Works

CITY OF MIDDLETOWN, NEW YORK
DEPARTMENT OF PUBLIC WORKS
16 JAMES STREET - MIDDLETOWN, N.Y. 10940-1587

6/20

WESTCHESTER NY 105
5 JUN 2024 PM
FIRST-CLASS
US POSTA
ZIP 10940
02 7H
000607731

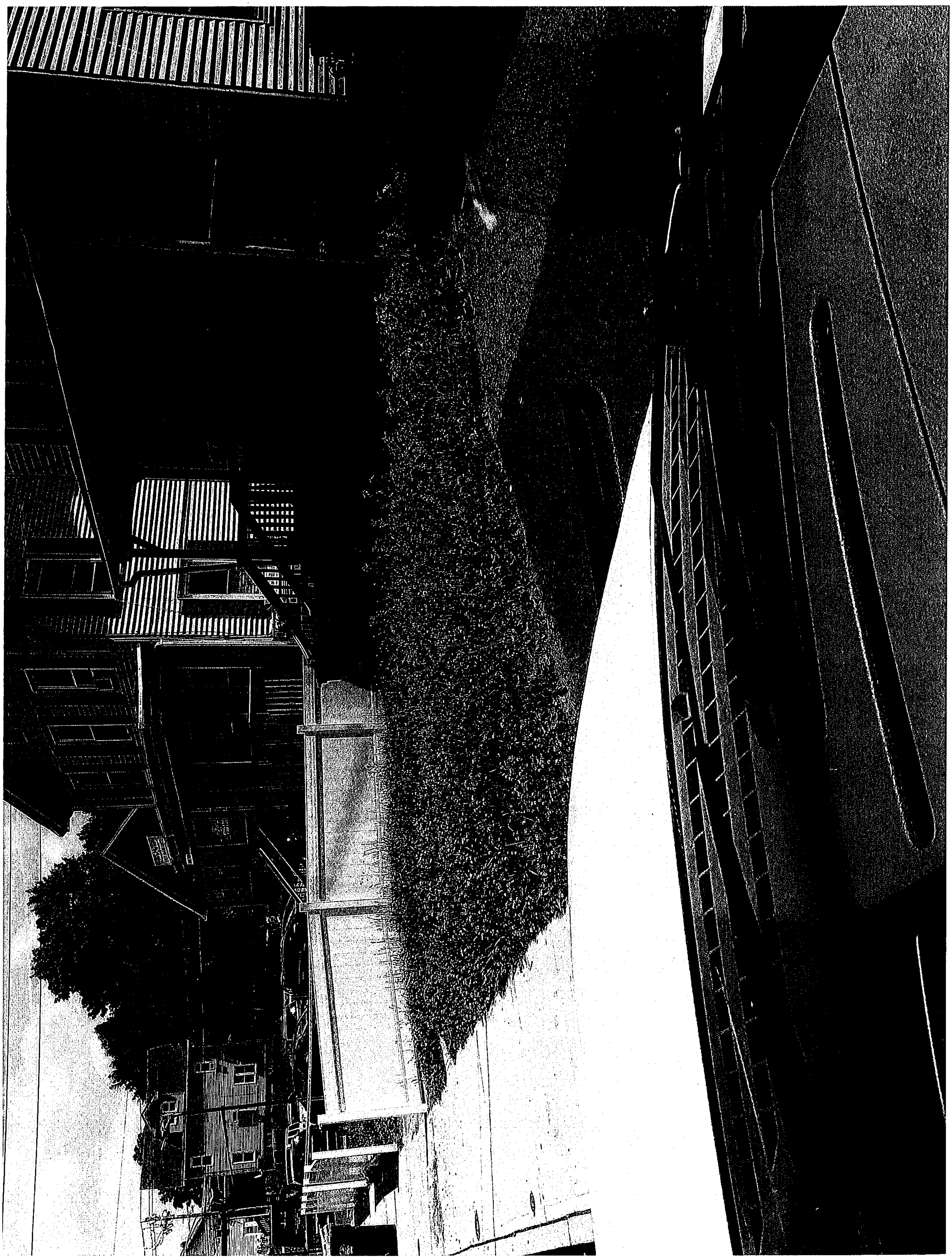
FA

06/05/2024

90 Linden Avenue LLC
30 Van Buren Dr
Monroe , NY 10950

NIXIE 100 DE 1 0000/
RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

IA
10950-606099
BC: 10940572499 *1358-0084



Miscellaneous Charge

Acct. No. 260 East Main st **Date:** 06/11/24

Materials:

Total Materials: ____________

Equipment:

	Hrs. @	=	$0.00
		=	$0.00
	Hrs. @	=	$0.00
	Hrs @	=	$0.00

Total Equipment: $0.00

Labor:

City employee(s):

Hrs. @	=	**$0.00**	Hrs. @	=	**$0.00**
Hrs. @	=	**$0.00**	Hrs. @	=	**$0.00**
Hrs. @	=	**$0.00**	Hrs. @	=	**$0.00**
Hrs. @	=	**$0.00**	Hrs. @	=	**$0.00**

Total Labor: $100.00

Plus 43 % for supervision and insurance (on labor only): ____________

TOTAL CHARGES $100.00

Description: Lawn mowing ; after 5 day notice

Bill to: 90 Linden ave LLC
30 Van Buren DR.
Monroe, NY 10950