



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JANUARY 7, 2025**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Nothing this evening.
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
 - 4.1. Letter from Norman Klein
5. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
6. UNFINISHED BUSINESS
7. NEW BUSINESS
 - 1-25 Resolution Establishing Common Council Standing Committees and Membership for 2025
 - 2-25 Resolution Adopting an Investment Policy for 2025
 - 3-25 Resolutions Adopting a Fee Schedule for 2025
 - 4-25 Resolution Adopting a Procurement Policy for 2025
 - 5-25 Adoption of a Fund Balance Policy for 2025
 - 6-25 Resolution Appointing 207A Officer
 - 7-25 Authorization to accept additional funding for Goldenarea Senior Transportation 2024-2025
 - 8-25 Authorization to approve 2025 Contracts and Request for Funding in Relation to the Orange County Youth Bureau

- 9-25 Authorization to Change Pay Rates for Part Time Employees for 2025 Winter Programs
- 10-25 Authorization to Transfer within the the 2024 Recreation Department to cover the cost of a UV system
- 11-25 Authorization to transfer within the 2024 Parks and Recreation Department Budget.
- 12-25 Authorization to approve the PERMA Third Party Administration Service Contract for 2025
- 13-25 Authorization to Hold a Public Hearing on Adding Certain Restrictions to granting first-floor waivers in the DMU Zoning District
- 14-25 Authorization to transfer funds to cover unanticipated litigation expenses in 2024
- 15-25 Authorization to Accept Donation from Sharon and Charles Shoemaker for Clinic Scholarship.
- 16-25 Authorization to Award the Bid to Transport and Dispose of Sludge to TAM Enterprises
- 17-25 Authorization to Amend City Code as it Pertains to Parking Fines
- 18-25 Adoption of Rules of Decorum for City Meetings
- 19-25 Authorizes an Agreement with Pamela Welch
- 20-25 Authorization to Enter into an Agreement with Kingsman Holdings, LLC to purchase 11-15 Kings Street
- 8. LOCAL LAWS
- 9. AUDIT OF CLAIMS AND ACCOUNTS
 - 9.1. Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the Treasurer be Authorized to Issue Warrants for their Payment
- 10. ADJOURNMENT

**52 Cottage Street LLC
115 Wisner Ave
Middletown NY 10940**

Dear Mayor Joe DeStefano, Council President Miguel Rodriguez, Members of the City Council, and City Attorney Alex Smith,

I hope this letter finds you all well and in good spirits during this holiday season. I am reaching out to share some thoughts regarding my properties at **89 Cottage Street** (formerly “The Pit Stop”) and **52 Cottage Street** (formerly “Diane’s Restaurant and Hotel”). I believe these properties present a unique case that deserves your thoughtful review and support.

Background on My Properties

Both properties have a rich history in Middletown. Originally designed as hotels with small 200 sq. ft. rooms and no full kitchens, they were never intended to house long-term residents. Over the years, the buildings fell into disrepair, operating as outdated boarding houses and unfortunately becoming a burden for the city.

Seeing potential where others did not, I made significant investments to revitalize these historic properties. With careful modernization, **89 Cottage Street** has been transformed into a safe, professional, and welcoming short-term rental facility that caters to working professionals and visitors. These upgrades not only align with the building’s original purpose but also ensure compliance with fire, safety, and security codes, including the installation of sprinklers.

The improvements have elevated the property’s standing, attracting a higher-quality clientele and fulfilling a vital community need for short-term, transient lodging. My property has undergone significant improvements over the past two years, transforming it into a space that consistently receives praise from visitors. Whether it’s the fire department, police department, building inspectors, or code enforcement officers, everyone who has visited has been amazed by the progress and beauty of the property compared to its past. I take great pride in maintaining a property that stands out in its community, and I invite anyone to verify these claims with those who have personally visited the site.

Additionally, my property has not been associated with any complaints. Over the past two years, I have welcomed working professionals and visitors, with no reported disturbances or issues related to my property.

Key Issues

1. Boarding House vs. Short-Term Rental Facility

- The property no longer fits Middletown’s definition of a boarding house due to its upgraded design and transient use. Currently, my property doesn’t fit any clear category

**52 Cottage Street LLC
115 Wisner Ave
Middletown NY 10940**

under the city's existing code. The closest definition would be a **hotel**, as the units are not traditional apartments and are designed for transient lodging.

- In other municipalities, including New York State and New York City, similar properties are classified as **Class B multiple dwellings**, which are defined as follows:

A "Class B" multiple dwelling is a multiple dwelling which is occupied, as a rule, transiently, as the more or less temporary abode of individuals or families who are lodged with or without meals. This class shall include hotels, lodging houses, rooming houses, boarding houses, boarding schools, furnished room houses, lodgings, clubhouses, college and school dormitories, and dwellings designed as private dwellings but occupied by one or two families with five or more transient boarders, roomers, or lodgers in one household.

Unfortunately, Middletown does not yet have a specific category for facilities like mine.

- The property's current use is consistent with a small hotel, not long-term residential housing. However, the absence of a clear classification creates regulatory uncertainty, particularly following the short-term rental (STR) ban, which was enacted after my renovations were completed.

2. Impact of the STR Ban

- At the time renovations were completed, short-term rentals were not restricted in Middletown. The STR ban was introduced later, largely in response to disruptive parties in residential apartments.
- My property has no history of complaints. Over the past two years, I've welcomed working professionals and visitors without any reported disturbances.
- In compliance with the STR ban, I have imposed a 30-day minimum stay, but this restriction has significantly reduced bookings and jeopardized the property's financial viability.

3. Hardship of Long-Term Rentals

- The small unit sizes and lack of full kitchens make these properties inherently unsuitable for traditional long-term tenants. Given their original design as transient lodging, forcing them into a long-term rental model would contradict their intended use and create significant challenges.
- Despite the substantial investment I have made to modernize these properties, a long-term rental approach is financially unsustainable. It leaves me in a very tough position, as the properties cannot function in a way that both adheres to the STR ban and ensures their continued maintenance and viability.
- If I were forced to rent these units long-term, they would likely attract individuals who cannot afford standard apartments. This scenario risks reverting the properties to their previous state—low-quality, outdated housing that does not uplift the community. My intention has always been to improve these properties and contribute to the

52 Cottage Street LLC
115 Wisner Ave
Middletown NY 10940

neighborhood, not to return them to their former condition as problematic boarding houses.

Proposed Solutions

1. Classification as an Inn or Suites as a “Class B” Multiple Dwelling

- I respectfully request that **89 & 52 Cottage Street** be reclassified under a new category, such as an **inn, suites, or furnished room house**, which more accurately reflects their design and function.
- For reference, New York City law classifies “Class B” multiple dwellings as properties that accommodate transient stays. Short-term rentals in such properties are legally permitted, as these buildings are specifically designed for temporary lodging.
- This reclassification would allow me to seek planning board approval for additional renovations, including modernizing **52 Cottage Street** into additional suites, further improving the neighborhood.

2. Variance for Short-Term Rentals

- In the meantime, I kindly request a variance to continue operating the property as a short-term rental facility. Its unique characteristics and historical use as transient lodging justify this exception.
-

My Contributions to Middletown

I have always been committed to Middletown’s success and revitalization, both as a property owner and a family business owner for many years. Some of my notable projects include:

- Transforming **120 Wickham Avenue** from a neglected property into a thriving asset for the community.
- Renovating **54-62 Linden Avenue** to create high-quality apartments for professional residents.
- Completely modernizing **89 Cottage Street** to serve short-term visitors with professionalism and care.
- Adding **new restaurants** to both **89 Cottage Street** and **52 Cottage Street**, properties that previously had vacant or failed businesses. This has brought new dining options to the community, supported local employment, and strengthened the neighborhood’s economic vibrancy.
- Looking ahead, I hope to restore **52 Cottage Street (formerly Diane’s)** to its former prominence as modern, transient lodging.

52 Cottage Street LLC
115 Wisner Ave
Middletown NY 10940

These projects have contributed to Middletown's economic growth, revitalized underutilized properties, and helped attract new businesses, restaurants, and professionals to the area.

Request for Action

I would love to invite you to visit **89 Cottage Street** so you can see firsthand the transformation and value these properties bring to the neighborhood and our city.

While this is primarily a zoning and legal matter, I believe the unique circumstances of my properties align with Middletown's goals of progress and growth. I kindly ask for your support in:

1. • **Creating a New Classification**
Establish a new classification for properties of this type, such as an "inn" Suites, or "furnished room house," that better aligns with their purpose and use. Additionally, I request the exclusion of this new classification from short-term rental laws.
 2. • **Granting a Temporary Variance**
Allow a temporary variance to continue operating as a short-term rental until a final resolution is reached.
 3. .
-

Closing Thoughts

Thank you for taking the time to consider this matter. Your leadership and dedication to Middletown are deeply appreciated, and I look forward to working together toward a favorable resolution.

Wishing you all a joyful holiday season and a happy New Year!

Warm regards,

Norman Klein

52 Cottage Street LLC
115 Wisner Ave
Middletown, NY 10940



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 1-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Establishing Common Council Standing Committees and Membership for 2025

Resolved, that the Common Council of the City of Middletown hereby establishes the following committees and their membership as Standing Committees of the City of Middletown Common Council:

FINANCE COMMITTEE

Masi, Chairperson
Johnson, Vice-Chair
Jean-Francois
Green
Wray

PLANNING AND ECONOMIC DEVELOPMENT

Green, Chairperson

LEGISLATIVE COMMITTEE

Johnson, Chairperson
Masi, Vice-Chair
Green
Tobin
Wray

PUBLIC WORKS/TRAFFIC

Jean-Francois, Chairperson
Kleiner, Vice-Chair

Johnson, Vice-Chair	Green
Jean-Francois	Wray
Witt	Witt
Wray	
RECREATION & PARKS	PUBLIC SAFETY
Witt, Chairperson	Tobin, Chairperson
Tobin, Vice-Chair	Masi, Vice-Chair
Wray	Wray
Kleiner	Jean-Francois
Masi	Johnson
REVENUE	RECYCLING
Ramkissoon, Chairperson	Jean-Francois, Chairperson
Masi, Vice-Chair	Green, Vice-Chair
Jean-Francois	Kleiner
Johnson	Tobin
Green	Johnson
COMMUNITY COMMUNICATION AND HISTORICAL SOCIETY	QUALITY OF LIFE/CODE ENFORCEMENT ENTIRE CITY
Kleiner, Chairperson	Entire Council on Committee
Tobin, Vice-Chair	
Witt	
Green	
Jean-Francois	

BE IT FURTHER RESOLVED, that the Common Council declares that the Treasurer, Leonora Liz, and the Chairman of the Finance Committee, Joseph Masi, are hereby authorized and directed to sign all checks, drafts, acceptances, undertakings or, other orders on bank accounts of the City of Middletown by personal or by facsimile signature.

Prepared by:

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 2-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Adopting an Investment Policy for 2025

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Investment Policy for the City of Middletown.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	Investment Policy
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Chapter 65

INVESTMENT POLICY

§ 65-1.	Scope.	§ 65-9.	Safekeeping and collateralization.
§ 65-2.	Objectives.		
§ 65-3.	Delegation of authority.	§ 65-10.	Permitted investments.
§ 65-4.	Prudence.	§ 65-11.	Authorized financial institutions and dealers.
§ 65-5.	Diversification.		
§ 65-6.	Internal controls.	§ 65-12.	Purchase of investments.
§ 65-7.	Designation of depositories.	§ 65-13.	Repurchase agreements.
§ 65-8.	Collateralizing of deposits.	§ 65-14.	Operations, audit and reporting.

[HISTORY: Adopted by the Common Council of the City of Middletown 1-3-2022 by Res. No. 3-22¹. Amendments noted where applicable.]

§ 65-1. Scope.

This investment policy applies to all monies and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

§ 65-2. Objectives.

The primary objectives of the City of Middletown's investment activities are, in priority order:

- A. Legal: to conform with all applicable federal, state and other local requirements;
- B. Safety: to adequately safeguard principal;
- C. Liquidity: to provide sufficient liquidity to meet all operating requirements; and
- D. Yield: to obtain reasonable rate of return.

§ 65-3. Delegation of authority.

The governing board's responsibility for administration of the investment program is delegated to the Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

§ 65-4. Prudence.

- A. All participants in the investment process shall seek to act responsibly as custodians of the

1. Editor's Note: This resolution superseded former Ch. 65, Investment Policy, adopted 1-2-2020.

public trust and shall avoid any transaction that might impair public confidence in the City of Middletown to govern effectively.

- B. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.
- C. All participants involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

§ 65-5. Diversification.

It is the policy of the City of Middletown to diversify its deposits and investments by financial institutions, by investment, and by maturity scheduling.

§ 65-6. Internal controls.

- A. It is the policy of the City of Middletown for all monies collected by any officer or employee of the government to transfer those funds to the Treasurer within one day of deposit, or within the time specified in law, whichever is shorter.
- B. The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

§ 65-7. Designation of depositories.

The bank and trust companies authorized for the deposit of monies up to the maximum amounts are:

Depository Name	Maximum Amount
JP Morgan Chase	\$18,000,000
TD Bank	\$18,000,000
Sterling National Bank	\$18,000,000
Orange Trust Bank	\$12,500,000
Key Bank	\$5,250,000

§ 65-8. Collateralizing of deposits.

In accordance with the provisions of General Municipal Law § 10, all deposits of the City of Middletown, including certificates of deposits and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- A. By a pledge of eligible securities with an aggregate market value as provided by GML § 10, equal to the aggregate amount of deposits from the categories designated in Appendix A²

to the policy.

- B. By an eligible irrevocable letter of credit issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of the deposits and the agreed upon interest, if any, or 100% in the case of an irrevocable letter of credit issued in favor of the local government by certain federal home loan banks. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
- C. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of the deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

§ 65-9. Safekeeping and collateralization.

- A. Eligible securities used for collateralizing deposits shall be held by a third party or trust company subject to security and custodial agreements.
- B. The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses rising out of collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with the City of Middletown, or its custodial bank.
- C. The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution or release of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

§ 65-10. Permitted investments.

- A. As authorized by General Municipal Law § 11, the City of Middletown authorizes the Treasurer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:
 - (1) Special time deposit accounts authorized to do business in New York State;

2. Editor's Note: Appendix A is included as an attachment to this chapter.

- (2) Certificates of deposit;
 - (3) Obligations of the United States of America;
 - (4) Obligations guaranteed by the agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
 - (5) Obligations of the State of New York;
 - (6) Obligations issued pursuant to LFL § 24.00 or 25.00 (with the approval of the State Comptroller) by any municipality, school district or district corporation other than the City of Middletown;
 - (7) Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general state statutes governing such entities or whose specific enabling legislation authorizes such investments;
 - (8) Certificates of participation (COPs) issued pursuant to GML § 109-b;
 - (9) Obligations of this local government, but only with any monies in a reserve fund established pursuant to GML § 6-c, 6-d, 6-g, 6-h, g-j, 6-k, 6-l, 6-m, or 6-n.
- B. All investment obligations shall be payable or redeemable at the option of the City of Middletown within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Middletown within two years of the date of purchase. The designated depository will confirm all purchases and transactions in writing to the City of Middletown.

§ 65-11. Authorized financial institutions and dealers.

The City of Middletown shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credited worthy. Banks shall provide their most recent consolidated report of condition (call report) at the request of the City of Middletown. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

§ 65-12. Purchase of investments.

- A. The Treasurer is authorized to contract for the purchase of investments:
- (1) Directly, including through a repurchase agreement, from an authorized trading partner.
 - (2) By participation in a cooperative program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

- (3) By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.
- B. All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed, in writing, to the City of Middletown by the bank or trust company. Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law § 10.10.
- C. The custodial agreement shall provide the securities held by the bank or trust company, as agent and of custodian for the City of Middletown, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the City of Middletown a perfected interest in the securities.

§ 65-13. Repurchase agreements.

Repurchase agreements are authorized subject to the following restrictions:

- A. All repurchase agreements must be entered into subject to a master repurchase agreement.
- B. Trading partners are limited to banks or trust companies authorized to do business in New York and primary reporting dealers.
- C. Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- D. No substitution of security will be allowed.
- E. The custodian shall be a party other than the trading partner.

§ 65-14. Operations, audit and reporting.

- A. The Treasurer, having custody of money, shall authorize the purchase and sale of all securities and execute contracts on behalf of the City of Middletown. Oral directions concerning the purchase, transaction, or sale of securities shall be confirmed in writing. The City of Middletown shall pay for purchased securities upon delivery.
- B. The City of Middletown will encourage the purchase and sale of securities through a competitive or negotiated process involving solicitations of at least three bids for each transaction.
- C. At the time independent auditors conduct the annual financial audit of the accounts and affairs of the City of Middletown, the auditors shall audit compliance with the investment guidelines.
- D. The legislative body of the City of Middletown shall review and approve the annual investment report at its annual reorganization meeting.

- E. The provisions of these investment guidelines, and any amendments hereto, shall take effect prospectively and shall not invalidate the prior selection of any custodial bank or prior investment.



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 3-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolutions Adopting a Fee Schedule for 2025

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Fee Schedule for services for the City of Middletown.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	City of Middletown Fee Schedule
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City of Middletown
Fee Schedule

Code	Description	Fee
A500-09	Plumbing Permit	\$10.00 per fixture, minimum of \$25.00
389-14	Sewer Permit	
	Residential	\$100.00
	Industrial	\$400.00
193-11	Building Permit	\$10.00 per \$1,000.00 up to \$500,000
		(projects over \$500,000 to pay 2% inspection fee)
306-2	Junk Yard Permit	\$300.00 per year
193-11C	Demolition Permit	\$200.00
193-11	Move a Building	\$200.00
193-	Certificate of Occupancy	\$100.00 (\$25.00 if construction is under \$10,000)
112-4-J	Abstract Search	\$100.00
394-4.4	Sign Permit	\$50.00
425-5	Swimming Pool Permit	\$50.00
112-4G	Housing Inspection	\$100.00
112-4G	Re-Inspection	\$100.00
296-16	Rooming, lodging & Multi-Dwelling Permit	\$100.00 per building plus \$10.00 per unit
296-32A	Rental Permit Fee	\$100.00 per rental unit
296-32B	Renewal Fee	\$100.00 per rental unit
	Copy of Fire Report	\$25.00
	Public Improvement Inspection	\$125.00 per hour, capped at 4% of estimated cost of such improvements
188-4	Remove Weeds & Vegetation	
	Single Family	\$100.00 minimum
	Two Family	\$250.00 minimum
	Business	\$500.00 minimum

City of Middletown
Fee Schedule

193-52	Sewar/Water Recreational Charge	
	City of Middletown	\$2300 per dwelling unit (up to 12 fixture per dwelling unit for each fixture in excess of 12 fixtures per dwelling unit an additional fee of \$10.00 per fixture).
	Outside the City of Middletown	\$2300 per unit, and the Common Council shall have the discretion to charge a higher fee.
389-50A	Wastewater discharge permit fee	\$200
416-22B	Street Opening Permit	
	Ditch Mobilization Charge	\$50 per ditch, \$3.00 per square foot of opening up to 50 square feet of opening, additional square footage over 50 square feet will be charged at \$2.00 per square foot.
	Septage/Leachrate Rates	Taking rate to be set at \$.098 per gallon Leachate taking rate to be set at the range of \$.055 to \$.06 per gallon \$.05 will be charged to large single contracts of 500,000 gallons and more per year \$.06 per gallon will be charged to others.
	Operating Permit	\$100.00, plus \$50.00 for every 50 occupants over 150 occupants in a public assembly.
	Commercial Gargage Pickup	
	Monthly Rates	
	2 Yard Dumpster	\$95.00
	\$95 Gallon Trash Can (or equivalent)	\$10.00
	Additional 95 Gallon Trashcan (or equiv.)	\$10.00
359-7E	Emergency Standing Water Sworn Statement	\$100 Minimum
166-8	Architectural Review Board Job Estimate	
	\$10,000 or under	\$10.00

City of Middletown
Fee Schedule

\$10,001 to \$100,000	\$25.00
100,001 to \$500,000	\$50.00
\$500,001 to \$1,000,000	\$75.00
\$1,000,001 or higher	\$100,000

193-53	Connection Charge, non-residential	
	Inside and outside the city	Based on the estimated consumption of water and sewer services as compared with the average water and sewer consumption of individual units. All determined by Treasurer and Commissioner of Public Works.
	Planning & Zoning Fees	
	Subdivision	
	Minor 2-3 Lots	\$250.00 plus \$500 escrow, if required
	Major over 3 lots	\$500.00 plus \$100 per lot for each lot over 10 lots and \$1000 escrow (to be replenished as required).
	Planning Board	
	Industrial, Commercial, Mixed Use	\$300.00, plus \$100 for every 1,000 sq. ft. of building floor area over 2,000 sq. ft., plus \$500 escrow if required (to be replenished as required)
	Single of Two Family Residential	\$125.00
	Multi-Family residential	\$500 plus \$100 for every dwelling unit over 10 units, plus \$500 escrow if required. (to be replenished as required)
475-53n	Site Plan of 500 units or more	\$50 plus \$50 for each multiple units of housing
	Zoning Board of Appeals	
	Area Variance	\$100
	Zoning Interpretation	\$100
	Use Variance	\$350
475-51	Change of Zoning	\$250



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 4-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Adopting a Procurement Policy for 2025

Be it resolved that the Common Council of the City of Middletown hereny adopts the attached Procurement Policy for 2025

Prepared by:
Paul Johnson, Alderman

Attachments:

1.	City of Middletown, NY Procurement Policy
----	---

City of Middletown, NY
Saturday, January 4, 2025

Chapter 104. Procurement Policy

[HISTORY: Adopted by the Common Council 1-3-2012.^[1] Amendments noted where applicable.]

GENERAL REFERENCES

Finance — See Ch. 54.

Investment policy — See Ch. 65.

[1] *Editor's Note: This ordinance superseded former Ch. 104, Procurement Policy, adopted 1-3-2011.*

§ 104-1. Adoption of procedures.

The following procedures are adopted for procurement of goods and services.

§ 104-2. Purchases.

For purchases, the following procedures are to be followed:

- A. For purchases of items costing over \$20,000, competitive bidding in accordance with applicable laws and regulations is required.
- B. For purchases of items costing between \$5,000 and \$19,999.99, three or more written price quotes from suppliers are required.
- C. For purchases of items costing between \$2,000 and \$4,999.99, three or more verbal quotes from suppliers are required.
- D. For purchases of items costing between \$0 and \$1,999.99, appropriate verbal quotes from suppliers, in the discretion of the department head undertaking the purchasing, are required.

§ 104-3. Public works contracts.

For public works contracts, the following procedures are to be followed:

- A. For contracts over \$35,000, competitive bidding in accordance with applicable laws and regulations is required.
- B. For contracts between \$5,000 and \$34,999.99, three or more written quotes from qualified contractors are required.
- C. For contracts between \$2,000 and \$4,999.99, three or more verbal quotes from qualified contractors are required.
- D. For contracts between \$0 and \$1,999.99, appropriate verbal quotes from qualified contractors, in the discretion of the department head who wishes to enter into the contracts, are required.

§ 104-4. Other services.

[Amended 2-5-2013]

- A. In the event it can be anticipated that a particular service (e.g., painting services) may be required by the City for various projects which, in total, are expected to exceed \$35,000 for the year, then the procurement of those services will be subject to competitive bidding.
- B. There are, however, certain types of services provided to the City that may be considered routine and delivered in the ordinary course of business that are not capable of precise cumulative monetary calculation but are necessary to be incurred promptly and/or locally to protect the health, welfare or safety of the residents of the City, employees of the City or structures and equipment owned by the City. Such services include, but are not limited to, repairs to City vehicles such as sanitation trucks or trucks used in snowplowing or street repairs; repairs to City buildings and processes, such as electrical or plumbing work in or on the City's sewage treatment plant or water treatment plant; or assistance from outside companies for snow or garbage removal. In such cases, the cumulative payment to those companies may total more than \$35,000 per year, but it is impossible to know from year to year whether such costs will exceed \$35,000. In such cases, and in accordance with § 104-b, Subdivision 2g, of the New York General Municipal Law, it is the determination of the Common Council of the City of Middletown that the best interests of the City will not be served by competitive bidding in such cases but that the department head charged with such purchases may obtain such routine services as needed by the City in the ordinary course of business from time to time.
- C. Notwithstanding the foregoing, if the department head charged with such purchase determines that the anticipated service covered by that one purchase likely will exceed the cost of \$35,000 and such service is not the subject of any exception under this procurement policy (such as an emergency purchase or the purchase from a sole source supplier), then the procurement of such service will be subject to competitive bidding as set forth elsewhere in this chapter.

§ 104-5. Verbal quotes.

Whenever this policy allows for verbal quotes, the department head must maintain a written log which lists appropriate information from each supplier or contractor supplying such verbal quotes.

§ 104-6. Exceptions.

[Amended 3-19-2024]

- A. Exceptions to the above procurement processes are to be allowed in purchases or public work contracts which involve any of the following situations:
 - (1) Emergencies;
 - (2) True leases;
 - (3) Sole source purchases;
 - (4) Professional services, as defined and described in § **104-12** of this chapter;
 - (5) Best-value analysis, as defined and described in § **104-10** of this chapter;
 - (6) State contracted items; and
 - (7) Purchases through preferred sources, as described in the posting of the New York State Office of General Services.
- B. In all of the above situations, the responsible department head or other City official engaging in the procurement process must:
 - (1) Document the circumstances allowing the exception to the above procurement processes;

- (2) Abide by all relevant state and City ethics laws and codes;
- (3) Attempt to achieve the best value for the City; and
- (4) Should, whenever possible, attempt to make purchases and secure public works contracts at the lowest possible cost to the extent possible under the circumstances.

§ 104-7. Requests for proposals.

Whenever possible, professional services are to be obtained through requests for proposals (RFPs) issued by the Board of Estimate and Apportionment. All responses to RFPs are to be reviewed by the Board of Estimate, which must make a recommendation to the Common Council for final approval.

§ 104-8. Award to other than lowest bidder.

Whenever any contract is awarded to other than the lowest bidder or proposer, the reasons are to be set forth in writing and filed with the appropriate department or board.

§ 104-9. Effect on other procedures.

Nothing in these procurement processes changes any administrative procedures required by the Charter of the City of Middletown, such as the approval of the Board of Estimate and Apportionment for purchases and contracts.

§ 104-10. Contracts awarded based on best-value analysis.

[Added 6-3-2014 by L.L. No. 2-2014]

Notwithstanding anything else contained in this chapter to the contrary, the Common Council, after approval of the Board of Estimate and Apportionment, may award purchase contracts and service contracts that have been procured pursuant to competitive bidding or otherwise under New York General Municipal Law § 103(1) or this chapter by either the lowest responsible bidder standard or the best-value standard.

- A. "Best value" is defined in State Finance Law § 163 to mean "the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the [New York] Executive Law to be used in evaluation of offers for awarding of contracts for services." For purposes of this section, the Common Council adopts the above definition of "best value," as the same may be modified from time to time by the State Legislature.
- B. Pursuant to New York General Municipal Law § 103(1), the best-value standard may be used for purchase contracts, including contracts for service work, but it excludes and may not be used for any purchase contracts necessary for the completion of public works contracts pursuant to New York Labor Law Article 8.
- C. If the monetary thresholds of New York General Municipal Law § **103** are increased or decreased in the future by the State Legislature, the monetary thresholds set forth herein will be deemed simultaneously amended to match the new General Municipal Law thresholds.
- D. Whenever any contract is awarded by the Common Council (after approval of the Board of Estimate and Apportionment) on the basis of best value instead of the lowest responsible bidder,

the basis for determining best value will be thoroughly and accurately documented. Such documentation may include, but is not necessarily limited to, the cost of maintenance; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; quality of craftsmanship; or compatibility with existing City buildings or property.

§ 104-11. Standards for federal award procurement.

[Added 11-15-2016; amended 3-19-2024]

All federal awards, including funds received through New York State pass-through entities and funds under federal CDBG-DR grants, must comply with the provisions of 2 CFR Part 200, subparts A through F. There shall be no contracting with, or awards made to, parties that are suspended or debarred pursuant to federal regulations. A suspension/disbarment clause must be included in all written contracts in which, (1) the vendor must certify that it is not suspended or debarred, and (2) the vendor must promise to notify the City if it/they become suspended or debarred. The City must evaluate the recipient's risk of noncompliance in accordance with 2 CFR 200.213.

§ 104-12. Professional services.

[Added 3-19-2024]

Professional services are defined in New York case law and Comptroller opinions. Generally, professional services require specialized or technical skills or expertise, training, licensing or certifications, exercise of judgment or discretion, a high degree of creativity and/or a relationship of personal trust and confidence. Examples of professional services include, but are not limited to, those provided by physicians, nurses, therapists, engineers, surveyors, attorneys, artists, designers, photographers, publicity agents, laboratories, and insurance or financial service firms. Procurement of professional services does not require competitive bidding as long as there is an inextricable integration of scientific and technical skills.



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 5-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Adoption of a Fund Balance Policy for 2025

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and adopts the attached Fund Balance Policy.

Prepared by:

Attachments:

1.	Fund Balance Policy
----	---------------------

DATE OF ADOPTION:



CITY OF
Middletown
— NEW YORK —

FUND BALANCE POLICY

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I. Purpose

City of Middletown, NY (the “City”) recognizes the significance of sound financial management and establishes this Fund Balance Policy for the General, Water and Sewer Fund to:

- ❖ Ensure financial stability and resilience against economic fluctuations.
- ❖ Maintain sufficient reserves for emergencies and unforeseen circumstances.
- ❖ Establish guidelines for prudent use of available funds while meeting community needs.
- ❖ Provide transparency in financial reporting to stakeholders.
- ❖ Protect the City’s credit worthiness and provide adequate cash flow needs.
- ❖ Protect the City against reducing service levels or raising of taxes due to temporary revenue shortfall, one-time expenditure, emergency and disasters.

The Office of NYS Comptroller recommends local governments establish a policy to maintain reasonable levels of unexpended surplus funds and other principle funds to hedge against unanticipated expenditures and/or revenue shortfalls.

II. Definitions

Fund Balance is the total accumulation of operating surpluses and deficits since the beginning of a local government’s existence. The fund balance shall be categorized as follows in accordance with GASB principle 54:

Nonspendable:

Amounts that cannot be spent in the current period either because of their form or because they must be maintained intact. *Classification: prepaid items, inventory*

Restricted:

Amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors or law and regulation of other governments or through constitutional provisional or enabling legislation. *Classifications: Capital Reserves, Tax Stabilization Reserves, Debt Reserves, Insurance Reserves, and other reserves allowed by State statutes.*

Committed:

Amounts that are subject to purpose constraints imposed by a formal action of the government’s highest level of decision – making authority (the Common Council) before the end of the year. The same level of formal action is required to remove the constraints. *Classification: The Office of State Comptroller recommends most local governments do not have committed funds due to reserves.*

Assigned:

Amounts that are subject to a purpose constrained that represents an intended use established by the government’s highest level of decision-making authority or by its designated body or official. The purpose of the assigned fund balance represents the residual amount of fund balance. *Classification: The Office of State Comptroller states that resolutions, ordinance, and*

local laws constitute a constraint of resources and will result in an assignment of resources. Encumbrances will typically be considered an assignment of fund balance.

Unassigned:

Represents the residual amount of fund balance in the General Fund. Use is least constrained in this category. In funds other than General Fund, this classification should only be used to report deficit balances. *Classification: all other unassigned fund balances.*

III. Target Levels for Unassigned Fund Balance

The City recommends to maintain an unassigned fund balances at levels consistent with:

5% -20% of the prior year expenditure made from General, Water and Sewer fund.

The City Treasurer shall annually calculate and verify the compliance with this policy. The formula to calculate the fund balance will be as follows:

- ❖ The audited balance available in the unassigned fund balance of the most recent fiscal year, divided by the total expenditures.

Surplus: In the event the unassigned fund balance exceeds the maximum requirement, the excess may be used for any lawful purpose approved by the Common Council.

Deficit: In the event the unassigned fund balance falls below minimum requirement of 5%, the City Treasurer shall prepare and submit a plan to restore balance to minimum target levels in the next budget year.

IV. Use and Allocation

Criteria for Utilization:

- ❖ **Unrestricted Unassigned Fund Balance:** Available for unforeseen expenditures, one-time expense emergencies, offsetting economic downturn, covering an unanticipated or excess shortfall in revenues or spike in expenses or other lawful purposes approved by the governing body.
- ❖ **Restricted, Committed, and Assigned Fund Balances:** Shall be used for their designated purposes only, as specified by legal or contractual obligations or governing body decisions.

V. Reserves

As financial circumstances may warrant, the City will look to establish funds including but not limited to, retirement contribution, contingencies, tax stabilization and capital; emergencies including repairs.

VI. Reporting and Compliance

Regular Reporting:

- ❖ Periodic reporting on fund balance status in financial statements and other relevant documents.
- ❖ Ensuring compliance with accounting standards, governmental regulations, and reporting requirements.
- ❖ Transparency in communicating fund balance status to stakeholders, including the governing body, citizens, auditors, and regulatory authorities.

VIII. Annual Review and Revision

- ❖ The fund balance policy shall be reviewed annually or more frequently if necessary, considering changes in financial conditions, legislative mandates, or organizational needs.
- ❖ This policy will be presented for review and adoption annually by the Common Council.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 6-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Appointing 207A Officer

WHEREAS. for the purpose of both efficiency, and experience in administering General Municipal Law 207-a and 207-c claims, the Mayor recommends that the Common Council confirm the appoint and terms of said appointment of Marshall & Sterling and its representative Gregory Townsend to assist the City in managing, supervising and determining the eligibility of General Municipal Law 207-a and 207-c claims.

NOW, THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown, concurs with the recommendation of the Mayor to appoint Marshall & Sterling and its representative Gregory Townsend to determine and or recommend to the City whether a firefighter is eligible to receive GML 207-a benefits in accordance with Appendix B, the Procedure of the Administration of Section 207-a of General Municipal Law for Paid Firefighters for the City of Middletown included in the collective bargaining agreement between the City of Middletown and the Middletown Professional Firefighters, Inc.; and

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, concurs with the recommendation of the Mayor to appoint Marshall & Sterling and its representative Gregory Townsend as the Claims Manager with the responsibility of administering the GML 207-c procedures for City Police officers in accordance with Article 29, General Municipal Law Section 207-c Procedure negotiated in the collective bargaining agreement between the City of Middletown and the City of Middletown Police Benevolent Association, Inc.; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown determines that said appointment is effective January 1, 2025, and said appointment can be rescinded at any time by the Common Council.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 7-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to accept additional funding for Goldenarea Senior Transportation 2024-2025

BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a additional funding in the amount of \$19,600.34 from Orange County Office for the Aging for 2024 Goldenarea Transportation Program within Senior Department Operating Budget 2024.

BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to add the funding to the Other Govt Aid GA.4089.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an amended agreement with the Office of the Aging and further authorizes the Mayor to sign the agreement.

Prepared by:
Julisa Sierra, Senior Center Dir

Attachments:

1.	BOE letter Budget transportation amendment DEC 2024
2.	Amendment #5 for 2024



Senior Transportation: (845) 346-4070
Senior Activities: (845) 346-4071
Fax: (845) 346-4072

Center Information: (845) 346-4073
Senior Travel: (845) 346-4074
Director: (845) 346-4075

December 13, 2024

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

The Senior Citizen Department, Mulberry House Senior Center respectfully requests the Board of Estimate to approve:

1. A resolution to accept additional funding of \$19,600.34 from Orange County Office for the Aging for 2024 Goldenarea Transportation within Senior Department Operating Budget and also review and accept amendments authorizing Mayor's signature of amendments.
2. Also requesting to authorize the Treasurer to add the funding to the Other Govt Aid GA.4089. for outstanding expense of transportation program in 2024.

Respectfully,

Julisa Sierra

Julisa Sierra



ORANGE COUNTY AMENDMENT

NO: 5

EFFECTIVE DATE: January 1, 2024

VENDOR: City of Middletown

AGREEMENT FOR: Title III-B Funding for Transportation Services for the Elderly (RFP OFA01-20)

The Agreement for Vendor Services, dated January 1, 2021, between the **COUNTY OF ORANGE** (“County”) and City of Middletown (“Vendor”) as previously amended by Amendment No. 4 dated November 8, 2023, as previously amended and extended by Amendment No. 3 dated January 1, 2023, as previously amended by Amendment No. 2 dated September 1, 2022, as previously amended and extended by Amendment No.1 dated January 1, 2022 (“Agreement”) is hereby further amended and extended as follows:

- 1) **EXTENSION OF TERM.** The County hereby exercises its third option to extend the term of the Agreement for an additional one (1) year period commencing January 1, 2024, and ending December 31, 2024. (Renewal Term #3)
- 2) The annexed Schedule B-4 hereby supersedes and replaces Schedule B-3 (annexed to Amendment #4) in its entirety.
- 3) **NOT-TO-EXCEED COST.** The not-to-exceed cost set forth in Article 3 of the Agreement is increased by \$25,635.00 to \$137,740.50 as more particularly set forth below.
- 4) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-l, by execution of this Amendment No. 5 the Vendor and the individual signing this Amendment No. 5 on behalf of the Vendor certifies, under penalty of perjury, that the Vendor 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 New York State 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>

- 5). **INTEGRATION.** Except as modified by this Amendment No. 5, the Agreement shall remain unchanged and in full force and effect. The terms used in this Amendment No. 5, unless otherwise defined in this Amendment No. 5, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment No. 5, and the Agreement, the terms and conditions of this Amendment No. 5, shall control.

6). **SIGNATURES.** A manually signed copy of this Amendment No. 5, 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 Amendment No 5.

The foregoing changes result in the following adjustment of Agreement not-to-exceed cost and term as follows:

Agreement Not-to-Exceed Cost Prior to this Amendment	\$112,105.50
Net Increase resulting from this Amendment	\$25,635.00
Agreement Not-to- Exceed Cost including this Amendment	\$137,740.50
Agreement Term Prior to this Amendment	1/1/2021 – 12/31/2023
Agreement Term including this Amendment	1/1/2021 – 12/31/2024.

COUNTY

VENDOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE B-4

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
6,344 units of Transportation	\$20.77 (per one way trip per person)	\$131,764.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$131,764.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$25,635.00;

(b) Anticipated Income – Voluntary contributions in the amount of \$6,315.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$99,814.00. to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$6,315.00 projected on Schedule B-4 to the Agreement shall be borne by Vendor.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 8-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to approve 2025 Contracts and Request for Funding in Relation to the Orange County Youth Bureau

Whereas, the Orange County Youth Bureau has approved our RFP application for funding for the 2025 fiscal year. And

Whereas, the funding will come from NYSOCFS, Solutions, and Youth Sports and Education Program. The goal of the funding is to provide youth with opportunities and support to improve the lives of young people in specific "Life Areas." And

Whereas the Middletown and Recreation Department will receive the following allotment of grant money for programming:

Middletown Recreation Young Warrior Boxing Program \$12,510

Middletown Recreation Toddler Programming \$5,000

Middletown Recreation Youth Fitness \$20,605

Middletown Recreation Playground/Summer Feeding Program \$10,000

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign any and all necessary 2025 contracts and Requests For Funding in relation to the Orange County Youth Bureau on behalf of the City of Middletown.

Prepared by:

Attachments:

None



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 9-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Change Pay Rates for Part Time Employees for 2025 Winter Programs

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the following pay rates for parttime employees for 2025 Winter Programs.

Recreation Leader for the Winter Break Camp \$18/hr.
Recreation Leader for the Ice-Skating Rink \$18/hr.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 10-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Transfer within the the 2024 Recreation Department to cover the cost of a UV system

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$133,000.00, in the following manner, for NEW UV system at the splash pad at War Memorial pool and a filtration system for the splash pad and big pool at War Memorial pool.

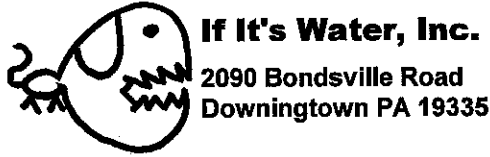
FROM	TO	AMOUNT
A.7110.100	A.7180.440	\$40,000.00
Parks - Personal Services	Pools - Repairs to Equipment	
A.7140.100	A.7180.440	\$40,000.00
Playgrounds - Personal Services	Pools - Repairs to Equipment	

A.7180.100	A.7180.440	\$32,000.00
Pools - Personal Services	Pools - Repairs to Equipment	
A.7180.441	A.7180.440	\$7,600.00
Pools - Repairs to Pools	Pools - Repairs to Equipment	
A.7180.450	A.7180.440	\$7,800.00
Pools - Material & Supplies	Pools - Repairs to Equipment	
A.7200.100	A.7180.440	\$5,600.00
Camps - Personal Services	Pools - Repairs to Equipment	
	Total:	\$133,000.00

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	If it's Water
----	---------------



If It's Water, Inc.
2090 Bondsville Road
Downingtown PA 19335

Quotation

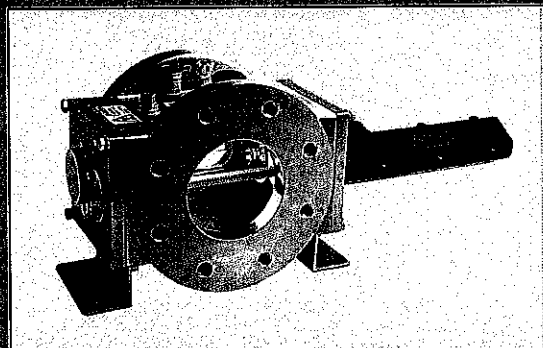
Date	Quote #
12/3/2024	24506

Bill To
Middletown NY War Veterans Memorial Pool

Ship To

Project	Rep	Terms	Pricing Good Til	IIW is a registered Pennsylvania CoStar Vendor CoStar # 016-E23-302 NJ Business Licensed /Registered Contractor		
	RA	Net 30	1/2/2025			
Item	Description		Qty	Rate	Amount	
UV-WF-225-8-NEMA12	ETS ULTRAVIOLET SYSTEM MODEL # WF-225-8-N, (WAFER STYLE). LAMPS = 2*2.5 KW FOR 5.0 TOTAL KW OUTPUT. RATED FOR 1386 GPM WITH 8" ANSI FLANGED CONNECTIONS. INCLUDES CONTROL PANEL (208/240 SINGLE PHASE) / NEMA 12 CABINET ENCLOSURE AND EZ MANUAL STRAINER. STANDARD CABLE LENGTH IS 30- FEET		1	42,469.51	42,469.51	
	SUBTOTAL FOR THIS GROUP				42,469.51	
INSTALL - UV	INSTALLATION, START-UP & OPERATOR TRAINING. TO INCLUDE: PVC PIPE(SCHEDULE 80), FITTINGS, FLANGES, DOMINION BUTTERFLY VALVES, NUTS, BOLTS AND WASHERS AND UNI-STRUT TO SUPPORT THE UV CHAMBER AND THE UV UNIT. PRICE ALSO INCLUDES ALL LABOR FOR A COMPLETE INSTALL		1	12,500.00	12,500.00	

Phone #	Fax #	Web Site
610-269-2062	610-269-2068	www.iftwater.net



The Wafer™ UV system is the most advanced UV system available. The treatment chamber has been designed for the simplest installation into any pipework system. The chamber can be mounted vertically or horizontally. The compact design allows existing facilities to be easily upgraded with minimum site work.

TREATMENT CHAMBER

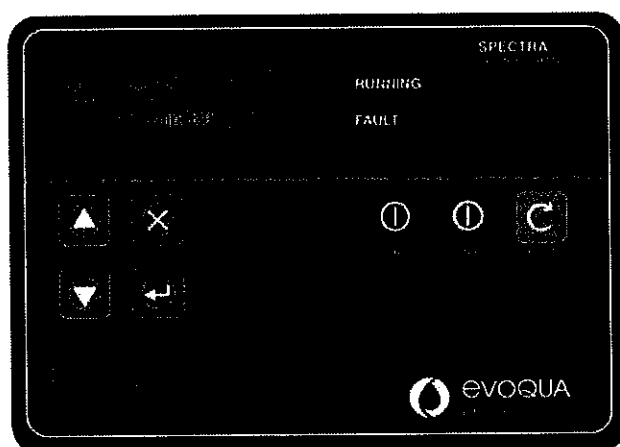
The Wafer™ treatment chambers are designed for installation into the piping after the filters but before chemical injection.

The treatment chamber is manufactured from solid cast 316L stainless steel, with standard ANSI flanged piping connections. Temperature probe, UV monitor probe, and automatic quartz wiper system included.

A pressure rating for the unit is 150 PSI and pressure drop through the chamber is minimal.

Our objective for the product is simple, to be the best on the market, no compromise. The Wafer™ system offers the flexibility of a horizontal or vertical installation application. The Wafer™ product line treats the largest pools with a very compact footprint.

Utilizing our proven medium pressure lamp technology, the Wafer™ system offers a high quality, 'high specifications' product at a very competitive price. The 8" WF-225-8 is suitable for all pools and whirlpools with flows rates up to 1,386 GPM for indoor applications and 1,540 GPM outdoors applications.



CONTROL SYSTEM

The control system is housed in a IP 54 rated panel. As a standard, it is supplied with 30 ft cables for connection to the treatment chamber.

The power supply (PSU) and control cabinet are powered with the latest Spectra III microprocessor control unit. Three levels of operation (simple control, full parameter display, and operator configuration) allow for easy, uncomplicated operation of the unit by an operator. The control system features a sophisticated password protected engineering section for integrating the unit with other system devices.

Auto power restart, pump and valve interfaces, process interrupt and low power overnight operation are all features specifically designed for use on all recreational water applications.

Neptune-Benson
evoQUA

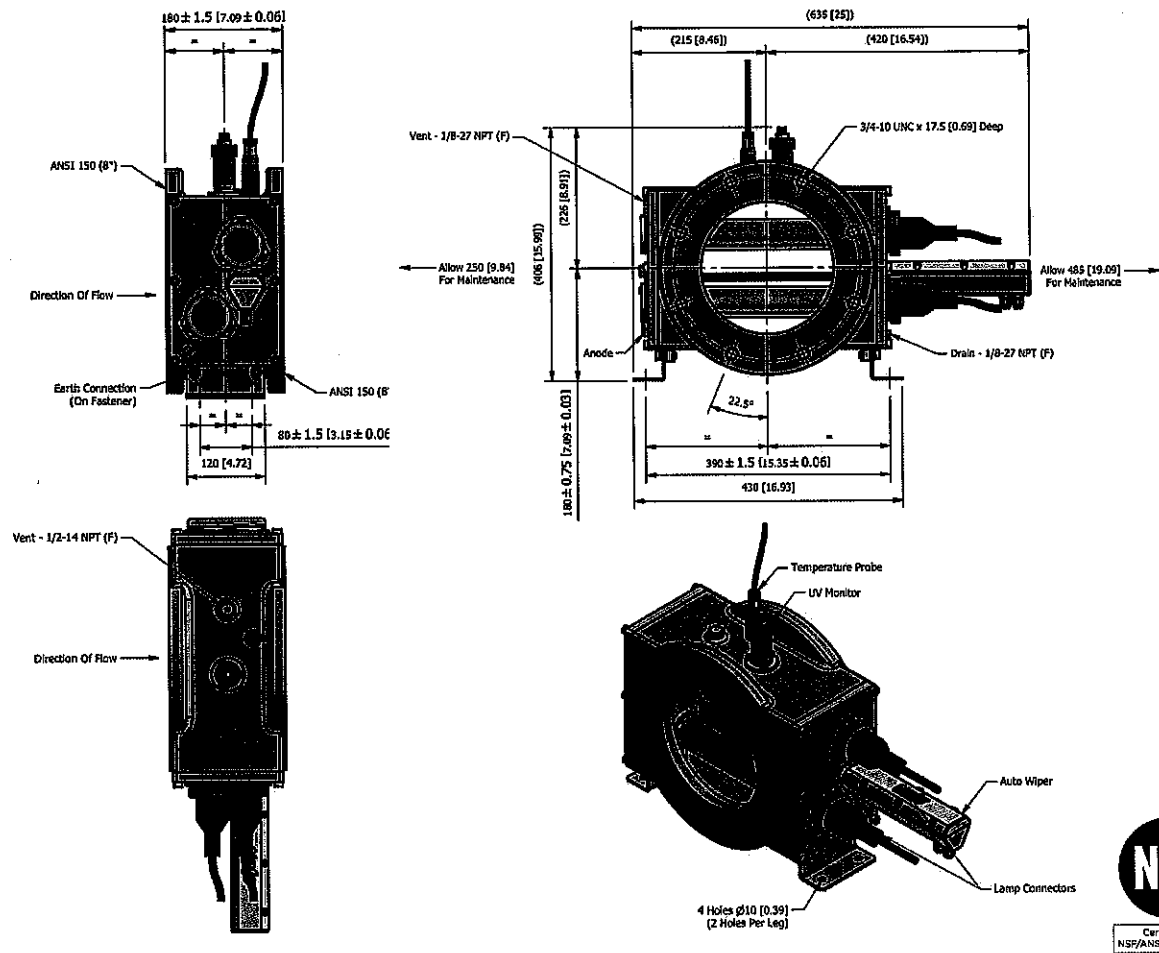
www.neptunebenenson.com | Sales & Service : +1 920-885-4628

4/1/20

WAFER™ UV for Recreational Water



TREATMENT CHAMBER
WF-225-8 Technical Data Sheet

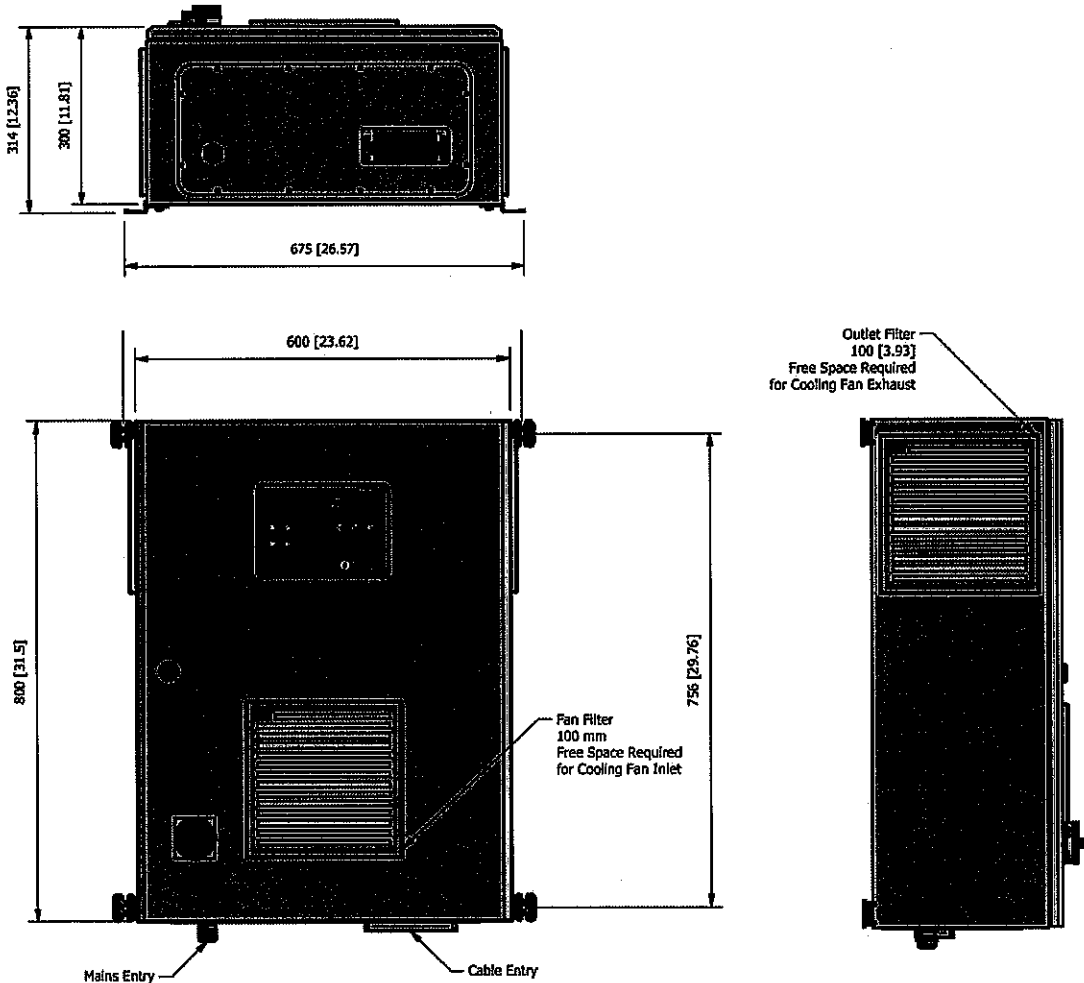


Type	Lamp & Power	Weight (Dry/Wet)	Connection Size	Sacrificial Anode	Wiper System	Material Construction
WF-225-8	2 X 2.5 kW	117/141 lbs	8"	1/2" NPT	Automatic	316L SS
Pressure Rating			150 PSI			
Drain & Vent			1/8" - 27 NPT Drain 1/2" - 14 NPT Vent			
Standard Cable Length			30 feet			
Ingress Protection			IP55			
GPM for 60 mJ/cm2 Dose			1,386 GPM (indoor)			
GPM for 40 mJ/cm2 Dose			1,540 GPM (outdoor)			
Strainer			8" EZ Clean Strainer Included			

WAFER™ UV for Recreational Water



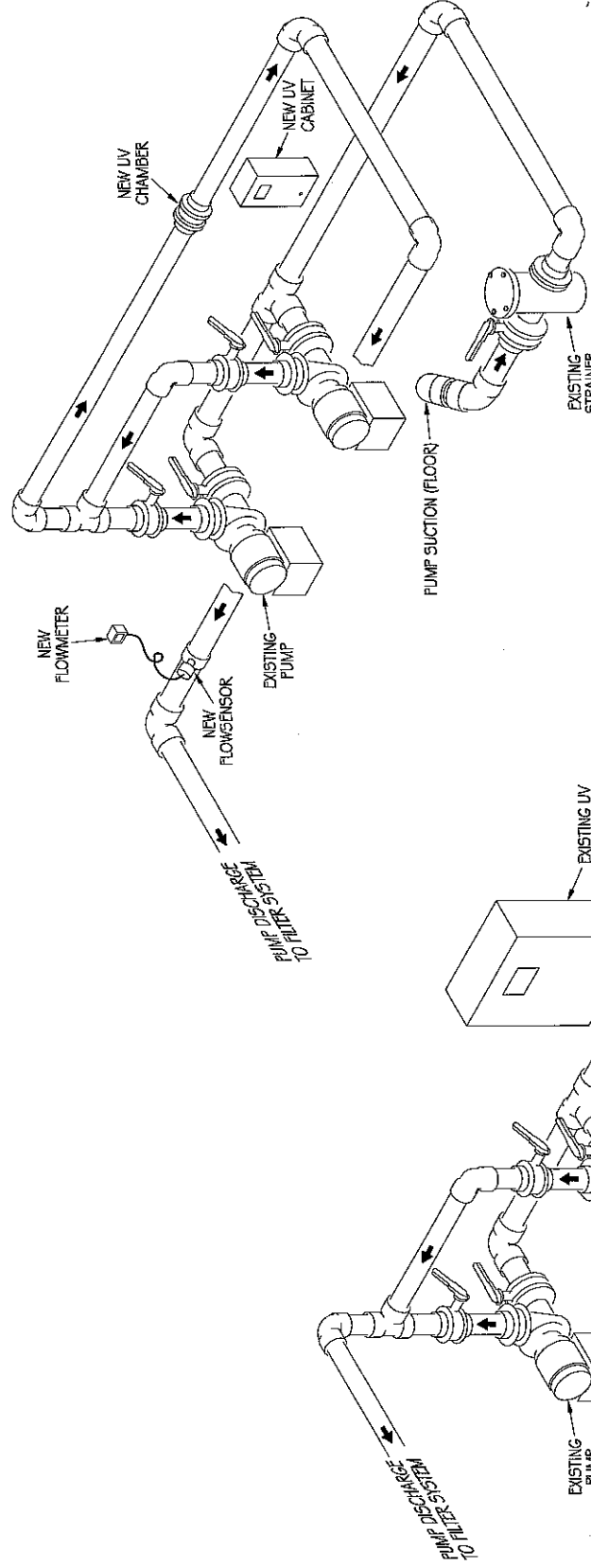
CONTROL PANEL
WF-225-8 Technical Data Sheet



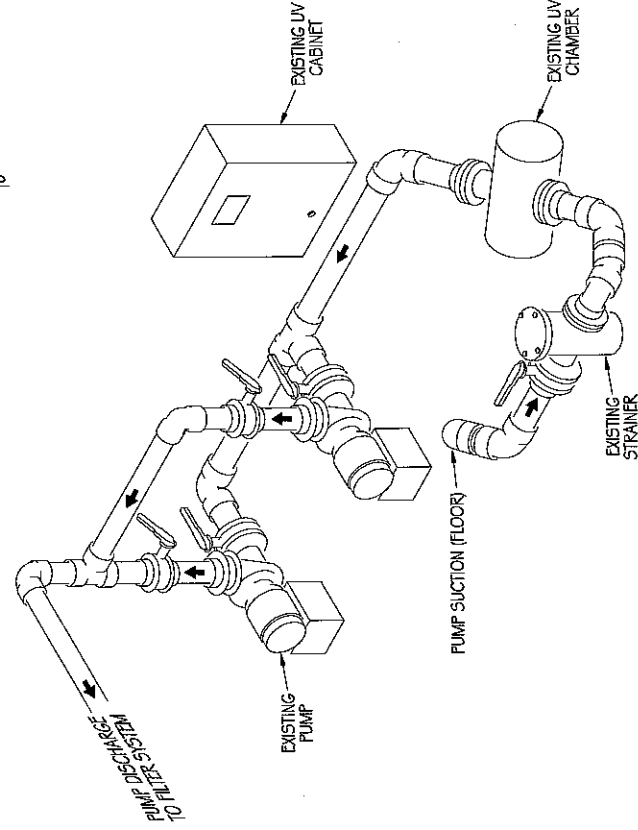
Type	Lamp & Power	Panel Weight	Breaker Size	Power Supply	Phase	Frequency
PGA 2x3000	2 X 2.5 kW	121 lbs	32 Amp	208-240V	1 Ph	50/60 Hz
Variable Power			100% to 30% Power (Automatic Dose Pacing)			
User Interface			Spectra Membrane			
Ventilation			Forced Air Cooled (Fan)			
Ingress Protection			IP 54			

Neptune-Benson
EVOQUA

Sales & Service : +1 920-885-4628
www.neptunebenson.com

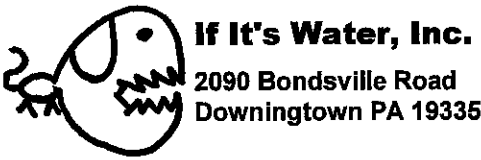


SCHEMATIC - NEW WORK
N.T.S.



SCHEMATIC - EXISTING CONDITIONS
N.T.S.

If It's Water, Inc. 2090 Bondsville Road Downingtown, PA 19335			
War Veteran's Memorial Pool Fancher-Davidge Park 158 Lake Ave, Middletown, NY 10940			
UV SYSTEM REPLACEMENT			
SCALE: AS NOTED	DRN. BY: JUISE	DATE: DECEMBER 14, 2024	
Job No:	Revision: 2	Drawing No: SP1.0	



If It's Water, Inc.
2090 Bondsville Road
Downingtown PA 19335

Quotation

Date	Quote #
10/10/2024	24494

Bill To

Ship To

Middletown NY War Veterans Memorial Pool

Project	Rep	Terms	Pricing Good Til	IIW is a registered Pennsylvania CoStar Vendor CoStar # 016-E23-302 NJ Business Licensed /Registered Contractor
	RA	Net 30	11/9/2024	

Item	Description	Qty	Rate	Amount
BS-SE	EVOQUA BLU-SENTINEL (SE) POOL & SPA CHEMISTRY CONTROLLER WITH FLOW CELL, PROBES, FLOW SWITCH. TOUCH SCREEN MODEL	2	6,900.00	13,800.00
CT-TC3448DC	STORAGE TANK - DOUBLE WALL, 150 GALLON CAPACITY, DIMENSIONS = 34" X 48"	1	1,772.00	1,772.00
INSTALL - CONTROLL...	INSTALLATION, START-UP & OPERATOR TRAINING	2	750.00	1,500.00
SERVICE - OTHER	DEFENDER 10 YEAR SERVICE			0.00
	SP-33-48-732			
PARTS	GAUGE, PRESS 4.5 T304 0-60 PSI	2	62.465	124.93
PARTS	DEFENDER BUMP ASSY SPARE PARTS KIT 24-36	1	276.35	276.35
PARTS	BUMP TIRE, BUMP ASSY W/HARDWARE 24-33	1	448.18	448.18
PARTS	LUBRICANT, OR 5.3 OZ TUBE	1	115.20	115.20
PARTS	PLIER, SNAP RNG EXT FIT	1	55.51	55.51
PARTS	DEFENDER TOOL KIT MANUAL 24-55	1	313.97	313.97
PARTS	DEFENDER SPARE PARTS KIT DEF3/RMF12	1	1,012.43	1,012.43
PARTS	PROGRAMMER RMF12	1	8,955.82	8,955.82
PARTS	TUBE ELEMENT, DEFENDER 48" T316	732	12.1675	8,908.61
PARTS	GASKET, DEFENDER SP-33 FELT	1	1,023.87	1,023.87
PARTS	FILTER, RGLTR 0.5"	1	209.64	209.64
PARTS	DEFENDER HEAD GASKET KIT 33"	1	404.35	404.35
PARTS	DEFENDER VIEWING WINDOW 6" GLASS &GASKET	1	165.85	165.85
	SP-18-48-176			
PARTS	GAUGE, PRESS 4.5 T304 0-60 PSI	2	62.465	124.93
PARTS	DEFENDER BUMP ASSY SPARE PARTS KIT 18"	1	1,440.00	1,440.00
PARTS	DEFENDER BUMP TIRE 18 (AIRSPRNG)	1	936.34	936.34
PARTS	DEFENDER SPARE PARTS KIT DEF3/RMF12	1	1,012.43	1,012.43
PARTS		1	8,955.82	8,955.82
PARTS	TUBE ELEMENT, DEFENDER 48" T316	176	12.1675	2,141.48
PARTS	DEFENDER FELT GASKET 18"	1	812.88	812.88
PARTS	DEFENDER HEAD GASKET 18"	1	101.82	101.82
PARTS	FILTER, RGLTR 0.5"	1	209.64	209.64

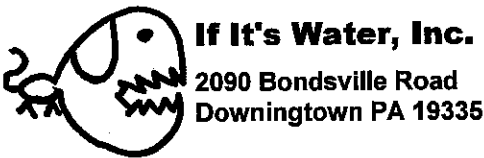
I, _____ [signature] hereby accept this quote with any changes noted on _____ [date]. Prices are guaranteed 30 days from date of quote. Prices quoted do not include freight and any applicable sales tax unless otherwise specified.

Subtotal

Sales Tax (6.0%)

Total

Phone #	Fax #	Web Site
610-269-2062	610-269-2068	www.iftswater.net



If It's Water, Inc.

2090 Bondsville Road
Downingtown PA 19335

Quotation

Date	Quote #
10/10/2024	24494

Bill To
Middletown NY War Veterans Memorial Pool

Ship To

Project	Rep	Terms	Pricing Good Til	IIW is a registered Pennsylvania CoStar Vendor CoStar # 016-E23-302 NJ Business Licensed /Registered Contractor	
	RA	Net 30	11/9/2024		
Item	Description	Qty	Rate	Amount	
PARTS	DEFENDER VIEWING WINDOW 6" GLASS &GASKET	1	165.85	165.85	
SERVICE - OTHER	REMOVE AND REPLACE EXISTING ITEMS WITH ABOVE QUOTED	1	22,080.00	22,080.00	
	SUBTOTAL FOR THIS GROUP			77,065.90	
	THESE ARE OPTIONAL REPLACEMENTS IF NEEDED				
VLV-DOMINION 3" BARE	VALVE, BF DOMINION BS 3" BARE STEM	4	210.00	840.00	
VLV-DOMINION 6" BARE	VALVE BF DOMINION BS 6 BARE STEM	1	410.00	410.00	
	SUBTOTAL FOR THIS GROUP			1,250.00	
I, _____ [signature] hereby accept this quote with any changes noted on _____ [date]. Prices are guaranteed 30 days from date of quote. Prices quoted do not include freight and any applicable sales tax unless otherwise specified.			Subtotal	\$78,315.90	
			Sales Tax (6.0%)	\$0.00	
			Total	\$78,315.90	

Phone #	Fax #	Web Site
610-269-2062	610-269-2068	www.iftswater.net



December 23, 2024

To Whom It May Concern,

This letter is to declare that If It's Water has been certified as a factory authorized distributor of Neptune Benson and ETS UV. If It's Water maintains a staff of factory trained and certified technicians. They are the only personnel other than Neptune Benson or ETS staff to authorized to provide service and support. If It's Water and its authorized staff provide all service and support on all products in their region to maintain the warranty in the region. Only original equipment parts are acceptable replacements to maintain the warranty. The following shows the products If It's Water has been certified for: installation, service and sales of manufactured by Neptune Benson and its owned companies.

Authorized Products:

- Neptune Benson – all products
- Blu Sentinel
- ETS / WAFER UV
- BarrierTi UV

Authorized Markets

- Aquatics

Authorized Locations:

- Pennsylvania
- Delaware
- New Jersey
- Eastern New York

With Regards,

Sherry C. Barrett
Regional Sales Director
Direct +1 (432) 214-9337
sherry.barrett@xylem.com



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 11-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to transfer within the 2024 Parks and Recreation Department Budget.

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$ \$9,500.00, in the following manner, to cover overdrawn accounts.

FROM	TO	AMOUNT
A.7200.100 Camp - Personal Services	A.7020.100 General Rec. - Personal Services	\$5,000 program coordinator increase
A.7200.100 Camp - Personal Services	A.7020.103 General Rec. - Overtime	\$2,000 OT from Ice Rink
A.7200.100 Camp - Personal Services	A.7110.103 Parks - Overtime	\$2,500 Parks employees for OT from Ice Rink

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 12-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to approve the PERMA Third Party Administration Service Contract for 2025

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with PERMA for Third Party Administration Service for 2025

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement.

Prepared by:

Attachments:

1.	Middletown C-Contract'25 (002)
----	--------------------------------

Public Employer Risk Management Association, Inc. (PERMA)
Program Agreement for Third Party Administration Services

THIS AGREEMENT dated as of _____ entered into by and between the Public Employer Risk Management Association, Inc. (“PERMA”), a New York not-for-profit corporation having its principal place of business at 9 Cornell Road, Latham, New York 12110 and **City of Middletown, a city, having its principal place of business at 16 James Street, , Middletown, NY, 10940** (the “Member”), for administrative services to be provided by PERMA in connection with the Member’s obligation to provide workers’ compensation benefits for and to its employees.

1. **Purpose.** The Member desires to engage PERMA to provide Worker’s Compensation Law claims administration services for certain “tail claims” that have arisen and PERMA is willing to provide those claims administration services upon the terms set forth in this agreement.

2. **Definitions.** For purposes of this agreement, the following terms will have the meanings indicated:

- a. **“Allocated Loss Adjustment Expenses”** means all costs and expenses PERMA incurs that are attributed to the processing of Tail Claims, including, but not limited to, fees, costs, assessments and other charges imposed by the Workers’ Compensation Board, medical cost containment and management services, in the amounts set forth in Schedule B, attorneys’ fees and disbursements, court reporter services and transcripts, deposition charges and transcripts, fees for the service of process, court costs, courier/express mail, appeal bonds, printing costs related to trials and appeals, witness and expert fees, medical examinations and review, laboratory costs, engineering fees, independent adjuster fees, surveillance, photography and similar costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Member.
- b. **“Benefit Payments”** means payments that are required by the Workers’ Compensation Law and the rules, regulations and decisions of the Workers’ Compensation Board to be made to claimants, providers and other vendors with respect to a Tail Claim.
- c. **“Electronic Data Interchange or EDI”** means the Worker’s Compensation Board has adopted Claims Electronic Data Interchange Release 3.0, as adopted by the Workers’ Compensation Board, or such other electronic data interchange as may be adopted by the Workers’ Compensation Board.
- d. **“Tail Claim”** means existing indemnity and medical worker’s compensation claims and all Worker’s Compensation Board awards against the Member that arose prior to **3/15/2008** that the Member has assigned to PERMA to administer.

3. **Term.** This agreement will be effective on **1/1/2025** and will continue in force for one year, unless sooner terminated in accordance with paragraph 8.

4. **PERMA's obligations.** During the term of this Agreement, PERMA, will provide to the Member the services provided for in this agreement with respect to Tail Claims. PERMA will, as appropriate:

- a. Process claims and disburse Benefit Payments within the timeframe required by the Worker's Compensation Law, provided that the Member advances the funds required and approves payments in accordance with the requirements of this agreement;
- b. Contract with CorVel or another third party for review of medical bills, and with Optum or another third party for pharmacy benefit management services, all at the sole cost and expense of the Member;
- c. Cause all required workers' compensation forms to be prepared and filed;
- d. Contact the injured employee or employees, as appropriate;
- e. For those Members paying by wire/automated clearing house (ACH) transfer, provide to the Member, on a weekly basis, a check register for each check run the previous week and drawn on the bank account established by the member;
- f. For those Members paying by cash, provide to the Member, on a monthly basis, an invoice and check register for each check run during the previous month and drawn on the bank account established by PERMA for the member;
- g. Retain and supervise, on behalf of and at the sole cost and expense of the Member, legal counsel necessary for the prosecution or defense of any claim or litigation related to a claim, subject to the approval of counsel by the Member, which shall not be unreasonably withheld or delayed;
- h. Attend, through a representative of PERMA, or an attorney retained by PERMA, all compensation hearings;
- i. Promptly advise the Member of Worker's Compensation Board decisions related to each claim;
- j. Initiate a challenge to any other administrative decisions made by an Administrative Law Judge or seek to correct a factual error in an administrative decision, if PERMA determines that it is reasonably necessary to do so;
- k. Recommend to the Member whether to request a modification, rescission or review of an award or decision of the Worker's Compensation Board, a panel of the Board, an Administrative Law Judge issued after a hearing and after the exhaustion of administrative remedies, recommend whether to file a judicial appeal and act upon the Member's decision once made;
- l. Settle claims within the authority given PERMA by the Member or as otherwise agreed in writing by the Member and PERMA; and
- m. Pay all claims by check identifying the Member as the insurer.

5. The Member's obligations. The Member will:

- a. Pay all Benefits Payments by either wire/automated clearing house (ACH) transfer or cash advance.
 - i. If paying by wire/automated clearing house (ACH) transfer, the Member must deposit and maintain, in a bank account identified to PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 30-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly replenish the account to the estimated amount by wire/ACH transfer. If PERMA decreases the estimate, PERMA will return the excess amount to the Member. Within 48 hours of receiving from PERMA the check register for each check run the previous week and drawn on the bank account established by the member, the Member will review the check register and transfer to PERMA sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member deposits the necessary funds. If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the deposit required by this paragraph, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.
 - ii. If paying by cash advance, the Member must deposit and maintain, in a segregated bank account established by PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 90-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly pay the additional amount to PERMA. If PERMA decreases the estimate, PERMA will hold the excess amount to be applied to future Benefit Payments and Allocated Loss Adjustment Expenses, and the Member's future required contributions will be reduced accordingly. Within 48 hours of receiving from PERMA the check register for each check run the previous month and drawn on the bank account established by the member, the Member will review the invoice and check register and pay to PERMA, by the 10th day of the month, sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member pays the necessary funds to PERMA.

If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the payments required by this section, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.

- b. Pay to PERMA, within 30 days of invoice, an annual administrative fee for each claim in the amount set forth in Schedule A and all Allocated Loss Adjustment Expenses.
- c. Promptly upon the commencement of this agreement, and thereafter as may be required by PERMA, provide or cause to be provided to PERMA all required EDI and any other information required by the Worker's Compensation Board. The Member must provide the EDI and other information, at the Member's sole cost and expense, in a form reasonably acceptable to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty because the Member has failed to provide EDI or any other information, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.
- d. Cooperate fully with PERMA by (i) providing all information PERMA reasonably requests, including all information PERMA reasonably deems necessary or helpful to defend any claim; (ii) if another individual or entity is currently holding the Member's funds with respect to any Tail Claims, directing that individual or entity either to transfer those funds to PERMA or to refund those funds to the Member; (iii) when requested by PERMA, attend hearings and trials by an employee or other person knowledgeable of the facts and authorized to resolve the claim; (iv) assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting all hearings, suits and other proceedings; (v) arrange that all claims, all related inpatient and outpatient provider bills of any type and any other correspondence that is received relating to Tail Claims, are sent directly to PERMA.
- e. Pay any costs and expenses incurred in the fulfillment of these obligations of the Member.

6. **Member Compliance with Worker's Compensation Law.** This Agreement does not assign or delegate to PERMA any responsibility the Member has under the Worker's Compensation Law, including, but not limited to, the Member's obligation to provide workers' compensation benefits to its employees, the Member's obligation to report with respect to workers' compensation claims and the Member's record retention obligations with respect to workers' compensation claims. The Member is responsible for all fines and penalties issued under the Worker's Compensation Law as a result of the Member's failure to satisfy those obligations. PERMA does not accept or assume any such responsibility, in whole or in part.

7. **Indemnification.** PERMA assumes no liability for any obligation of the Member under the Workers' Compensation Law or any decision of the Workers' Compensation Board. The Member will indemnify, defend and hold PERMA, its subcontractors and their respective

affiliates, owners, partners, members, officers, directors, shareholders, agents and employees harmless from and against any and all of any kind, including reasonable attorneys' fees and disbursements, except to the extent that the claims, liabilities, damages or expenses are solely caused by PERMA's gross negligence or willful misconduct.

8. **Termination.** Either party may terminate this agreement on 30 days' notice to the other party. PERMA may terminate this agreement immediately upon notice to the Member if the member fails to pay any amount required to be paid by the member under this agreement. Upon termination, all amounts due PERMA from the Member will become immediately due and payable. The Member's obligations set forth in paragraphs 5 and 7 will survive the expiration or earlier termination of this agreement.

9. **Notices.** Notices under this agreement must be sent by electronic mail or facsimile to the designated contact at the email or facsimile number shown below. Notice sent to the contact person designated by the Member is notice to the Member.

If to the Member:

Attn: Leonora Liz

Fax: 845-343-1101

Email: LLiz@middletown-ny.com

Phone: 845-346-4153

If to PERMA:

Attn: Mary Beth Woods

Fax: 1-877-737-6232

Email: lrice@perma.org Phone:

518-220-1111

10. **Not a contract of insurance.** This is not a contract of insurance. PERMA is not and is not, in any way, to be deemed by reason of this agreement to be an insurer, underwriter or guarantor with respect to any benefits payable for which the Member may be liable with respect to the workers' compensation claims that are the subject of this agreement. PERMA is acting under this agreement solely as a claims' administrator with respect to the Tail Claims, and not as an insurer with respect to those or to any other claims. PERMA will not, under any circumstances, advance its own funds on behalf of the Member.

11. **Applicable law and forum.** This agreement will be construed under and governed by the laws of the State of New York. Any dispute under this agreement must be heard in the Supreme Court of the State of New York, County of Albany. The parties consent to the jurisdiction of that court and the venue.

12. **Force majeure.** PERMA is not responsible for nonperformance or defective or late performance of its obligations under this agreement if the nonperformance, defective or late performance is due to causes beyond its control and occur without its fault or negligence, including without limitation, acts of God, strikes, war (including civil war), acts of any state or government, fire, explosions, the elements, epidemics, quarantine restrictions, blackout, embargo or unusually severe weather.

13. **Third parties.** This agreement is not intended to benefit and may not be construed to benefit, or to create any rights in, any third party.

14. **Amendments.** This agreement may not be modified or amended except in a written document signed by both parties.

15. **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the remainder of the agreement, which will remain in full force and effect and will be enforceable in accordance with its terms.

16. **Entire agreement; waiver.** This agreement constitutes the entire agreement between the parties and supersedes all prior understandings between the parties.

17. **No waiver.** No waiver or discharge of any breach of this agreement will be effective unless it is in writing signed by the party granting the waiver or discharge. The waiver of any breach of any provision of this agreement is not, and may not be deemed, a waiver of any subsequent breach of any provision of this agreement.

18. **Counterparts.** This agreement may be executed in multiple counterparts. All of the counterparts will, together, constitute a single, complete and fully executed document.

IN WITNESS WHEREOF, PERMA and the Member have duly executed this agreement as of the day and year first above written.

Public Employers Risk Management Association, Inc.

By: Mary Beth Woods
Mary Beth Woods, Executive Director

City of Middletown

By: _____
Name and Title

Schedule A

Fees

Indemnity Tail Claims 600 per year per claim

Medical Tail Claims 200 per year per claim

Schedule B

Managed Care Fees

Medical Bill Review and PPO Network Charges \$5.60 per bill

Treasury Services-Per Transaction¹

- Online Review in CareMC/Edge
- Explanation of Review
- Annual 1099 Reporting
- EDI Compliance & Transmission

\$5.75 per Bill

Includes check fee, postage, duplicate bill fee, electronic submission and State reporting (NY HCRA Surcharge).

Enhanced Medical Bill Review 23% of Savings

Includes technical and professional review of bills for correct coding, up coding, unbundling, national condit edits, facility and surgical bill line item audit, review for non-compensable charges, review of implant charges, validation of diagnostic related group (DRG) coding, and review of non-fee scheduled services for fair and reasonable payment. Fees are calculated based on incremental savings achieved below the State mandated fee schedule.

PPO Network 23% of Savings

Includes access to proprietary national PPO network solution. Fees are calculated based on incremental savings achieved below the State fee schedule and enhanced savings.

Out of Network Negotiations 23% Savings

CorVel may negotiate out of network charges with a medical provider to pay an agreed upon rate. Fees are calculated based on an incremental saving achieved below the State fee schedule and enhanced savings.

Mandatory CMS MMSEA Reporting \$8.75 per transaction



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 13-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Hold a Public Hearing on Adding Certain Restrictions to granting first-floor waivers in the DMU Zoning District

Resolved that the Common Council will hold a public hearing on proposed restrictions to be added to granting first-floor waivers in the DMU Zoning District On Tuesday, January 21, 2025, at or as close to 7:30 PM as possible in the Common Council Chambers.

Prepared by:

Attachments:

None



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 14-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

Richard P. McCormack
Clerk to the Common Council

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to transfer funds to cover unanticipated litigation expenses in 2024

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$55,000, in the following manner, to cover unanticipated litigation expenses for 2024.

FROM	AMOUNT	TO
A.9000.870	\$55,000	A.1420.489
Unused Sick leave		Litigation Expenses

Prepared by:

Attachments:

None



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 15-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Accept Donation from Sharon and Charles Shoemaker for Clinic Scholarship.

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a \$50.00 donation from Sharon and Charles Shoemaker. Sharon requested this money be used towards a clinic scholarship.

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds into account A.2705.00 Gifts and Donation.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 16-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Award the Bid to Transport and Dispose of Sludge to TAM Enterprises

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment to awards the bid to Transport and Dispose of Sludge to TAM Enterprises.

Prepared by:

Attachments:

1.	2025 SLUDGE BID AWARD RECOMMENDATION
----	--------------------------------------

Department of Public Works

City of Middletown

Jacob S. Tawil, P.E.
Commissioner of Public Works



16 James Street
Middletown, NY 10940
Phone: 845-343-3169
Fax: 845-343-4014

January 3, 2025

Board of Estimate & Apportionment
Honorable Mayor and Members
of the Common Council
City of Middletown, NY

RE: Bid of January 2, 2025 for the transport and disposal of municipal sludge as generated by the City of Middletown Wastewater Treatment Plant

Honorable Mayor, Common Council President and Common Council Members:

Sealed bids for the referenced project were received from five (5) vendors. See attached tabulation form. Bids were opened at the January 2nd Board of Estimate & Apportionment meeting.

After reviewing the bids, I make the recommendation to award the bid to TAM Enterprises, Inc., 114 Hartley Road, Goshen, NY 10924 in the amounts of:

- \$136.00/ton for the first three (3) years
- \$142.00/ton for an additional year
- \$145.00/ton for the second additional year, and
- \$148.00/ton for the third additional year

Fuel surcharging cost may be added per ton, as applicable per the bid package.

Respectfully submitted,

Jacob S. Tawil, P.E.
Commissioner of Public Works

kg

BID OF January 2, 2025

Transport and disposal of municipal sludge as generated by the City of Middletown
Wastewater Treatment Plant, FOB by City Forces.

.....

NAME OF BIDDERS	First 3 yrs.	Addl. 1st yr.	Addl. 2nd yr.	Addl. 3rd yr. /ton
Environmental Protection & Improvement Company, LLC 319 Avenue P Newark, NJ 07105	\$149.87	\$155.12	\$160.54	\$165.36
Spectaserv Inc. 75 Jacobus Ave. Kearny, NJ 07032	\$205.00	\$215.50	\$222.00	\$228.50
Denali Water Solutions LLC 220 S. Commerce Ave. 1 st Floor Russellville, AR 72801	\$156.00	\$163.80	\$168.71	\$173.78
EarthCare (Wind River Environmental, LLC) 99 Maple Grange Rd. Vernon, NJ 07462	\$247.00	\$271.70	\$298.87	\$328.76
TAM Enterprises, Inc. 114 Hartley Road Goshen, NY 10924	\$136.00	\$142.00	\$145.00	\$148.00



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 17-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Amend City Code as it Pertains to Parking Fines

WHEREAS, the Common Council recently amended the Code provisions in Chapter 460, Vehicles and Traffic, Article IV, Emergency Traffic Regulations, governing weather-related parking restrictions, and

WHEREAS the Police Chief and Mayor are recommending an increase in the fines for violations of this Article.

NOW THEREFORE BE IT Resolved, and be it Ordained, by the Common Council of the City of Middletown, New York, as follows:

Section 1 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-83, Penalties for offenses, to read as follows:

A violation of any of the provisions of this Article shall be punishable by a fine of not more than \$100.

- Section 2 - This resolution and ordinance shall take effect immediately.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 18-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Adoption of Rules of Decorum for City Meetings

Be it resolved that the Common Council of the City of Middletown hereby adopts the following rules of decorum for Common Council meetings and any other meeting body as deemed necessary by the Chair or by majority vote of the said body.

1. Seating and Movement.

A. All attendees of Common Council meetings must remain seated for the duration of the meeting.

B. Congregating along the walls or standing in the Council Chambers is prohibited. Doors and aisles must remain unobstructed at all times.

C. If no seat is available in the Chambers, attendees must remain in the hallway until a seat becomes available.

2. Signs. No signs of any kind will be permitted in the Council Chamber nor inside City Hall.

3. Public Comment Concerning Items on the Agenda or Directly Connected to City Business or Affairs.

A. Such public comment is permitted at the beginning of every Council meeting, upon the announcement of same by the Presiding Officer.

B. Each speaker must provide his/her name and address to the Council. Each speaker is allowed to speak for three (3) minutes only. The speaker must remain at the podium.

4. Public Comment Not Concerning Items on the Agenda or Directly Connected to City Business or Affairs.

A. Such public comment is permitted at the end of the first Council meeting each month, upon the announcement of same by the Presiding Officer. Such public comment is not permitted at any other Council meeting.

B. Such public comment is limited to thirty (30) minutes per meeting.

C. Each speaker must provide his/her name and address to the Council. Each speaker is allowed to speak for three (3) minutes only. The speaker must remain at the podium.

5. Disruptive Behavior.

A. No speaker may use obscenities, or issue threats that are not protected by the First Amendment.

B. No attendee may interrupt a speaker or member of the Council.

C. No speaker nor attendee may engage in any loud or disorderly behavior that disrupts the proceedings of the Council.

6. Presiding Officer Authority.

A. The Presiding Officer has the authority to enforce these Rules and to warn violators. Such warning should include informing the violator that if the violation persists, the violator may be removed from the meeting.

B. If after being warned, a person persists in the violation, the Presiding Officer may request the Middletown Police to remove such person from the meeting.

C. Upon such a request, the Middletown Police may request such person to leave. If the violator refuses this request, the Police have the authority to forcibly remove such person from the meeting.

D. The Police have the authority and the discretion to simply remove such person, or to arrest the person based upon violation of the City Code or New York Penal Law.

Prepared by:

Attachments:

None



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 19-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorizes an Agreement with Pamela Welch

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Pamela Welch.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement.

Prepared by:

Attachments:

1.	Pam Welch contract AGREEMENT Final (002)
----	--

AGREEMENT

BY AND BETWEEN THE

City of Middletown

And

Pamela J. Welch, Secretary to Civil Service

Date of promotion to Secretary to Civil Service – Effective when passed by Middletown Common Council, signed by mayor and passed by Civil Service Commission.

The beginning yearly salary for this contract between the City of Middletown and Pamela J. Welch will be \$88,972.00 starting January 1, 2025. This is an exempt position of employment and is not bound to any other binding contract currently recognized by this City.

Annual Salary increases submitted by the mayor to the Board of Estimate. The Board of Estimate recommendation will be forwarded to the common council who will set the annual salary in the same manner that other non-union personnel is handled.

Vacation: First & second year, which ends December 31, 2026
2 Weeks paid Vacation

Third– Fifth years, ending December 31, 2030
3 Weeks paid vacation

Sixth year – Forward
4 Weeks paid vacation

Sick Time: Same as CSEA Contract, One (1) day per month.
Dated Jan. 1, 2022 – December 31, 2026

Personal Time: Five (5) days per year reflective of the CSEA contract.
Dated Jan. 1, 2022 – December 31, 2026

CIVIL SERVICE COMMISSION: This agreement is subject to the approval of the Civil Service Commission. The agreement only addresses work conditions and compensation. In no way does this agreement take authority from the Civil Service Commission for disciplinary actions against the Secretary of the Commission. It is understood by all parties, the Secretary and her employment are governed by the laws of the State of New York.

In lieu of being enrolled in the City of Middletown's health care program, Pamela Welch has the option to elect to be compensated monetarily as is this Cities prescribed practice in accordance with the CSEA contract. Pamela can exercise this option during her employment with the City of Middletown along the same guidelines established in the CSEA contract.

Joseph DeStefano, Mayor _____ Date

Pamela J. Welch, Secretary to Civil Service _____ Date



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 20-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into an Agreement with Kingsman Holdings, LLC to purchase 11-15 Kings Street

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Denali Realty Ventures, LLC & O'Connell Family Contracting, LLC, to purchase 11-15 Kings Street.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement and 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.

Prepared by:
Maria Bruni, Director of Economic and Community Development

Attachments:

1.	11 15 King Street Deed of Sale
----	--------------------------------

SECTION 31
BLOCK 8
LOT 17
CITY OF MIDDLETOWN

THIS INDENTURE, made the 8th day of January, 2025

BETWEEN

CITY OF MIDDLETOWN, a municipal corporation, having its principal place of business at 16 James Street, Middletown, New York 10940
party of the first part, and

KINGSMEN HOLDINGS LLC, having its principal place of business at PO Box 98, Middletown, New York 10940
party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars (\$10.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Middletown, County of Orange and State of New York and being more accurately bounded and described as follows:

See Schedule "A" attached hereto and made a part hereof.

Subject to covenants, easements and restrictions of record.

Being the same premises conveyed by City of Middletown, a municipal corporation, to Middletown Hotel Inc., by deed dated June 24, 2022, and recorded in the Orange County Clerk's Office on June 30, 2022, in Liber 15264 of Deeds at page 1142.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this Deed the day and year first above written.

IN PRESENCE OF

CITY OF MIDDLETOWN

BY: JOSEPH M. DeSTEFANO, MAYOR

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

On the 8th day of January, 2025 before me, the undersigned, a notary public in and for said state, personally appeared JOSEPH M. DeSTEFANO, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return to:

Michael S. Blustein, Esq.
10 Matthews Street
Goshen, New York 10924

SCHEDULE A

Section 31 Block 8 Lot 17

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Middletown, County of Orange and State of New York, being on the northeast corner of King and Center Streets, said lot is known and numbered and designated as Lot No. 1 on a map of the lands of Frank M. Stratton, made for him by C.H. Smith, C.E. dated April 5, 1893 and filed in the Office of the Clerk of the County of Orange on the 2nd day of January, 1896 as Map #222 and is bounded and described as follows:

BEGINNING at a bolt set in the ground on the corner of King and Center Streets and runs;

THENCE South about 69 degrees 45 minutes East 61.20 feet to a bolt at a corner of lands now or formerly occupied by the Middletown Gas Company;

THENCE North 21 degrees 15 minutes East 87.25 feet;

THENCE North about 69 degrees 45 minutes West 61.20 feet to a bolt in the easterly line of Center Street;

THENCE South 21 degrees 15 minutes West 87.25 feet to the place of BEGINNING.

TOGETHER with the right of way for ingress and egress to and from said premises for pedestrians and vehicles over the alley way on the northerly side of and adjoining said premises and also over the alley way in the rear of the lots 2, 3, 4 and 5 on said map, and the alley way extending from North Street to Center Street, said Center Street having heretofore been called Foundry Street.

The above mentioned premises are also described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Middletown, County of Orange and State of New York, lying on the northeasterly side of King Street and the southeasterly side of Center Street and being more accurately bounded and described as follows:

BEGINNING at the intersection of the northwesterly line of King Street with the southeasterly line of Center Street and runs;

THENCE from the above located point of beginning, along the southeasterly line of Center Street, North 25 degrees 00 minutes 00 seconds East 87.56 feet to a point;

THENCE along the southwesterly line of an 18 foot alleyway and approximately along the rear of the brick building on the herein described premises, South 65 degrees 23 minutes 39 seconds East 61.12 feet to a point;

THENCE along the line of lands now or formerly of Ilse S. Goldsmith, formerly the Middletown Gas Company, South 24 degrees 56 minutes 03 seconds West 87.05 feet to a point on the northeasterly line of King Street;

Thence along the northeasterly line of King Street and along the face of the brick building North 65 degrees 52 minutes 00 seconds West 61.22 feet to the point and place of beginning.

Premises known as 11-15 King Street, Middletown, NY 10940



**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: January 7, 2025
Index No: 21-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the Treasurer be Authorized to Issue Warrants for their Payment

Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the Treasurer be Authorized to Issue Warrants for their Payment

Prepared by:

Attachments:

None