



COMMON COUNCIL MEETING
CITY OF MIDDLETOWN

June 4, 2024 Minutes
City Hall
16 James Street
Middletown, New York 10940

J. Miguel Rodrigues, President

Ald. Jude Jean-Francois

Ald. Andrew Green

Ald. Paul Johnson

Ald. Gerald Kleiner

Ald. Sparrow Tobin

Ald. Kevin Witt

Ald. Kate Wray

Ald. Joseph Masi

ALSO PRESENT:

Richard McCormack, City Clerk

Joseph M. DeStefano, Mayor

ALL: -- and to the republic for which
it stands; one nation under God, indivisible,
with liberty and justice for all.

PRESIDENT J. MIGUEL RODRIGUES: Please
remain standing as I ask for a moment of silence
for former Volunteer Fireman, Tim McNally, may he
rest in peace. Thank you.

Roll.

CLERK: Alderman Tobin.

ALDERMAN SPARROW TOBIN: Here.

CLERK: Alderman Jean-Francois.

ALDERMAN JUDE EAN-FRANCOIS: Here.

CLERK: Alderman Johnson.

ALDERMAN PAUL JOHNSON: Here.

CLERK: Alderwoman Wray.

ALDERWOMAN KATE WRAY: Here.

CLERK: Alderman Kleiner.

ALDERMAN GERALD KLEINER: Here.

CLERK: Alderman Green.

ALDERMAN ANDREW GREEN: Here.

CLERK: Alderman Witt.

ALDERMAN KEVIN WITT: Here.

CLERK: Alderman Masi.

ALDERMAN JOSEPH MASI: Here.

CLERK: President Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK: Quorum is present.

PRESIDENT J. MIGUEL RODRIGUES:

Approval of minutes?

CLERK: April 16th and May 7th.

ALDERMAN JOSEPH MASI: So moved.

PRESIDENT J. MIGUEL RODRIGUES: Motion
by Masi for both. Do I have a second? Alderman
Witt. All in favor?

ALL: I.

PRESIDENT J. MIGUEL RODRIGUES:

Correspondence?

CLERK: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES: For the
Good of the City anyone who would like to address
the Council, please step forward.

KEVIN GOMEZ: Good evening. Kevin
Gomez, resident of Second Ward. I believe it was
this week or the week before, the Attorney
General's office contacted Orange County
indicating that the reapportionment process for
the county legislature will be -- should be
falling under the Voting's Rights -- the kind of
State Voting's Rights Act as well as the federal.

The County government was not in favor;

however, I think there is merit to the Attorney General's argument. In the last reapportionment process there was litigation, because there were concerns of whether particularly minority communities or urban communities in the county were getting fair representation.

And in the interest of ensuring fairness that our communities are represented, I believe that we should cooperate with the process, and I encourage the County to do so. If anything, City of Middletown has bucked the trend of many communities. We have seen our population grow thanks to the municipal leadership and their efforts to make our city a great place to live, work, and play.

To jumpstart a business, have a quality of life family, and a great school district. So, I believe that our district -- we should have two legislative districts, maybe even that have -- where our city has the bulk of the population. So, it is my hope that the legislative process for the County will be fair and square and that we don't end up with litigation as we did back in 2013. That's it. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Okay,

thank you. Anyone else who would like to address the Council?

PRESIDENT J. MIGUEL RODRIGUES: Okay, remarks of the Mayor.

MAYOR JOSEPH M. DESTEFANO: Yes, let me open by just addressing Mr. Gomez' point. We are prepared to review the maps as soon as the maps are released by the County. Currently we -- and I don't think any community or any person outside of the members of the County legislature have had the opportunity to review the different options that are available.

I think it's unfortunate that we should be included in the process and that we will do everything within our power to make sure that we protect the two majority Middletown districts that we currently have, and possibly more with the reapportionment or the -- with the census.

So, we are monitoring the situation. As soon as the maps are released, just like we did 10 years ago, and we will be prepared to move forward with any litigation if we believe Middletown is being treated unfairly. Part of that now is also our own fault because we are being treated unfairly because we don't have a

representative in the County legislature and that may be one of the reasons why we haven't seen or heard about any maps, I don't know.

All I know is that there's been no communication from Orange County government to the City of Middletown regarding the redistricting of the -- and it's very important because this is with us for 10 years. So, moving on, I wanted to first go to the Memorial Day ceremony. As you can see on the screen, we were there along with Congressman Ryan. He's dressed casually because he hit many parades.

Our parade was canceled that day, and it was moved indoors the day before, but the Congressman was kind enough to attend along with many other representatives. We did acknowledge our only veteran on the Council that day, Mr. Masi, and to thank the veterans that were there. Memorial Day of course is not for Veterans day but we did acknowledge all the support that we can for the veterans that were there but also remembering that this is a day of not -- it's a somber day, not a day of celebrations.

So, the celebrations came after the

Memorial Day ceremony. It was well attended, I want to thank the American Legion and the person that we deal with, Bob Hayword, that it was really well done this year. And thanks for cutting me off, Rick, appreciate it.

But, moving on, we'll go to the -- if you've had the opportunity over the last few weeks to go by Degnan Square, you noticed the Rotary Club of Middletown and the Flags for Heroes Program that they had. They had about 60 flags in the park and again, all done in conjunction with Memorial Day. All coordinated with the -- by the Rotary Club of Middletown.

And I know the coordinator that we dealt with was Mark Fellenzer who dealt with the Economic Development Office and the downtown BID District. And I want to thank Mark and the Middletown Rotary Club for doing such an excellent job. We actually saw a lot of people coming down emotionally because many of the flags or most of the flags were designated or paid for by individual people for honoring their hero.

And I did have one there for my dad, Louis DeStefano, a Korean War veteran, and I think we had probably close to 50 people who had

sponsored flags this year. And I see the program only growing.

Moving on to the Summer Concert Series which have all begun last Thursday. We began at the Run for Downtown Park with the Middletown School District kick-off. They had the Midi Mariachi ensemble and MHS Jazz Band and then at Degnan Square we also had the Modern Band. I want to thank the school district. They were a little short in programs because this time of year the kids are really busy.

They're involved in plays; I was here late -- a little bit late for the earlier meetings because my grandson is in chorus in the band program at the Monhagen Middle School tonight -- or it's Maple Hill at the Monhagen School.

But the place was full with parents and the kids were just great. And the amount of activity in the school district for the arts is just so impressive, something that I think a lot of districts are lacking. And that goes to the support of the Middletown taxpayers for these types of programs.

You have kids in third and fourth grade

playing violin, trombone, all musical instruments are accessible. And the kids that don't want to engage in that, they're involved in chorus or plays. And I saw Andrew's niece running around as a stagehand last week.

The idea of the opportunity within the Middletown School District is just so great. And I want to thank Superintendent Creeden and the Middletown School Board, Pastor Williams, and the President for making the investment in our kids. Because those kids that are busy there are not busy out in the street doing other things.

And that's the whole idea with investment -- local investment in kids. That's why we also invest so much in our parks and recreation program and will continue to do so. Next up is our Farmer's Market. It began this past Saturday. I did get there early, not for opening but I was there early.

And it was well attended all day long, had a continuous flow of people. The BID district and Maria Bruni and Stefania, had a -- who runs the Farmer's Market for us -- did a fantastic job recruiting vendors. We had a couple farmers, it's still early in the season,

but Soons Orchard was there and a whole host of -
- Florida Bakery, some wine -- a local wine
producer. I saw Johnson at that stand, I think
the wine stand, was that you, or did I miss
something?

ALDERMAN PAUL JOHNSON: Somebody who
looked just like me.

MAYOR JOSEPH M. DESTEFANO: Somebody
who looked like you. But it was really a great
turnout, and I believe the vendors were very
happy and it will only grow and continue to grow.
Maria will get in more detail about the plans for
the Farm Market, but I think this opening day
could not have been better.

Going on to the yard sale. The City-
wide yard sale this past weekend was -- we had
121 participants. Rick, you did a good job in
arranging that and the feedback on the
interactive map and the registration was very
positive. In fact, it was so much so that they
want another.

And I think in the fall we can
absolutely plan on doing another one maybe
sometime in September before the winter kicks in
but that would be your call in fitting in your

schedule. I know it's a lot of work to put it together. But we appreciate the idea that you had and also the implementation.

We had a couple ribbon cuttings, one today, which was the Colonial Barbershop -- not the Colonial Barbershop -- Colonial Diner and the new ownership there. And the entire family was there, it was a great, great event.

You know we all -- if you've been in Middletown for years, you remember when the Colonial Diner was a 24/7 operation. And you know, all businesses change their business models and diners certainly have done that too, but the former owner you know, met -- had a death of her husband passed, the operator, and then COVID hit, and they really cut the hours of operation down to breakfast -- basically breakfast, lunch, and stopped late afternoon.

The new owners have now reopened, 7:00 a.m. until 10:00 p.m. We spoke today, he had a -- he said business is doing well, he's very happy with his investment here, but really, it's a Middletown icon, the Colonial Diner. And we want to wish them the best.

We also had the opening for the

Aftermath Barbershop at 61 North Street. A cool little vibe there for younger people and really is -- you know, some people criticize or make comments about barbershops but they're different. They're not barbershops that when you or I went -- were kids and went to a barbershop. These are centers of activity, these are people that go in, socialize, they go to lunch, they go to dinner, they have activity.

And really, it's different, and -- but it's good. And we -- so, we want to wish both the best of luck in moving forward. And again, that was 61 North Street and the Colonial Diner.

Next is a scam alert that we wanted to make sure the public was aware of. Because on occasion, we as a city do send out notices and this is not one of them. This is a scam. But we have partnered in the past with a service line warranty company through the National League of Cities, they do mail solicitations.

So, my recommendation is when you get this type of solicitation that says the City of Middletown is doing this or the City of Middletown is doing that, contact my office and we can then advise you whether what you're

receiving is something that's endorsed by the City.

Currently, we are only endorsing one program that is done through the National League of Cities. And they do the vetting, they do the operating of the program, and all we do is support it and put our name to paper and that is on the water and sewer line from the road to your home or to your property line -- no, to your home, not to your property line.

So, be aware that when you receive this kind of notice, I -- we had a couple of calls on this. This one we put up on the screen. But it is a scam, it's not something that you should really buy into. So, just take notice of it and my number is on there, 346-4100, and we can give you, we can steer you in the right direction on whether something is legit or not.

Next up is the court project. And if you go back probably to 2015, 2016, when we were given a order by the Office of Court Administration to add a second court in the City of Middletown. Not necessarily because of volume but the order came, or the mandate came because they were introducing a new concept in the state

court system which was regionalization of the courts.

So, that means that if you ride by City Hall during the day on quite a few occasions you will see police departments here from other communities. You'll see town of Newburgh, New Windsor, maybe Blooming Grove, somewhere in the County. And that happens on a regular basis because our court is a regional court and thus the increase in traffic.

We also have veteran's court, drug court, that are not solely Middletown Court responsibilities. Unfortunately, and I've said this at previous meetings, when the court system decided to put this mandate on cities, cities like Middletown or larger cities -- Newburgh I believe has the same mandate -- is that they decided that they were going to give this mandate of adding a second court but not providing the capital funds to build it.

So, for many, many years, we fought the mandate. We utilized these Common Council chambers which not only inconvenienced us but had court in this room during the day. Not such a bad thing either. But, also cost the court

administration -- Office of Court Administration -- a lot of money because now they had two security setups that they had to have, here and downstairs in the main court.

Their goal always was to consolidate the two. At the time, the federal court, that was closed because no judge would come up here from Westchester County, and so they pulled the court out of Middletown, the federal court.

And the property owner put the property up for sale. We then approached Assemblywoman Gunther, back in 216, and Assemblywoman Gunther was able to come up with \$2.7 million in a direct state grant for us to purchase the building for the purpose of providing both courts there. That included a \$2.2 million acquisition, and \$500,000.00 in renovations.

Fast forward over the years, the Office of Court Administration decided that this beautiful federal court was not sufficient, and they wanted something much bigger and much more accommodating to what their specific needs were. Some of the craziness included for example the bench. The bench might have been -- the federal bench might have been 5 feet high, and the state

standards might have been 5 feet 6 high, so we would have had to rip it out.

The second courtroom had certain standards on the second floor that we could not be met -- but they decided that they wanted an entirely new building. And at the time, now going back 7, 8 years, that estimate ballooned to almost \$12 million. We said no, we read the law differently, we had a mandate.

We said you can stay here using the Middletown Common Council as long as you need to use it and it's -- we're the same taxpayers, it's unfortunate, but fast forward COVID came. And one of the -- probably maybe one of the only good things out of COVID was government learned how to do business a little bit differently.

So, the size of the courtrooms then shrunk because they do a lot of virtual arraignments and a lot of virtual work now. And so, we were able to work with the state and shrink the courtroom projects down and that's where we came now. We had already bid this once and it came out to about \$5.3 million and there will be of course some escalation because it was a year or two ago.

So, we're looking at it as a \$6 million project. We offered to the state to do -- to split the cost with them. Again, the mandate is ours under state law. We were not going to do it because we believe the mandate was a little bit different than they read it. And we can provide two courts, separate, didn't make sense for them. So, fast forward 7 or 8 years, the state finally came around and said, okay, you can do both courts over there, but you have to pay for it.

We met with the chief judge of this district along with Senator Skoufis and Assemblywoman Gunther and said that we want to be good citizens here, we want to do the right thing, we'll pay half. The Office of Court Administrations said no for a couple reasons. One, they didn't want to set precedent for other communities. And our comment was, well maybe you should because these are mandates that you have put down on these communities.

But the other point was that they don't have money, so you have to go to your legislators. And that's where Senator Skoufis came in. Senator Skoufis went to work on this and at this press conference that we had, he

announced that in this year's budget he was able to secure \$3 million for the renovations of the court over at South Street.

So, we look forward to putting this project out to bid in -- very shortly. As I said, the plans are ready, the bid specs are ready, they have to be updated. But I want to thank, publicly thank, Senator Skoufis for his hard work on it currently.

And also, to thank Assemblywoman Gunther for not only getting that \$2.7 million back in 2016 but also for her support over the years in making sure that the state did not claw back and try to take that money back from us because it wasn't used for the intended purpose that they gave it to us.

So, I know it's a long scenario, but I think number one, their work needs to be acknowledged on this and number two, to let people know that we are moving ahead with the court project. So, thank Senator Skoufis and Assemblywoman Gunther once again.

Moving on to the next is the MN&J acquisition, the corner of Railroad and East Main Street. This property came up for sale and

discussion. If you ride by there, currently some of the cars there are from the construction people but on a weekend, you'll also see quite a few cars there. People are using it as bulkhead parking for the trail. For the Heritage Trail which comes right by there and will be going through downtown.

We felt that if this property became available that it would be valuable for a couple reasons. One, the historical significance, the history with MN&J here in the City of Middletown, and also, for practical reasons for parking and for possible -- some economic development opportunities, and also some type of welcome center for people coming on the trail.

The trail is used a lot right now. And when the trail goes through Middletown out to Ingrassia Road, it will be used even more. So, this was a grant through Assemblywoman Gunther and it was \$500,000.00. \$180,000.00 will be used for the acquisition. The closing documents are being prepared and as soon as Alex Smith can close the deal and the grant money is available to draw down, we will have the closing.

We will then, through Maria's office --

we're putting together some requests for concepts and to see about leasing the property. We're going to control it. It's currently off the tax roll so there's no negative tax impact. But we're going to renovate to historic standards and also improve the parking situation, make it bulkhead parking for the trail, and I don't see a downside to what we're planning on doing. So, that's just an update on that project.

And the last but not least is the O&W. Tonight, you're voting on I believe it's a one point something million dollars for the shoring and abatement of the first round of the O&W station. This project is mushrooming in costs, I can tell you that.

And it may mushroom up a little bit more after the cleanup because that is when SHPO will then come in and look and evaluate what they want to keep, what they don't want to keep, is there any additional structural things that were missed in the initial reviews? Because if you recall, a lot of them were done by drone not by you know, eyes right on the project.

We do have \$15 or \$15.5 million set aside on this in grant money. I expect the

project to go up to in the mid-20s at this point. We are still seeking other grants. We have other financing options which I will be discussing as we get closer. But you know, it's a 99 percent, in my view, project unless it comes back with some huge, huge numbers for renovation that were discovered after the cleanup is done and the engineers can get into the nuts and bolts of the structure.

I think it's a go. I want to again reassure you that if we have to move forward, if we're interested in getting more accurate numbers, we have to move forward with this part of the project. And the 60 percent drawings are nearly complete but the consultants that we've used have given a range on the project and it's upwards of \$24 million. So -- plus engineering fees. So, it's going to be a project.

How are we going to finance it? One is we're hoping or we're projecting about at least \$200,000.00 a year in -- or approximately \$200,000.00 a year -- in revenue from rental. So, some type of rental anticipation note which we'll have to discuss with Leonora on how to do that concept.

And the other is possibly a portion of the contract that we will be having with the town of Goshen on the sale of water and taking a couple hundred thousand dollars of that money and dedicating it into a repayment fund. The contract with the town of Goshen will generate upwards of \$1.5 million per year, hopefully starting on 1/1/26. Obviously, this debt will not come on until afterwards.

We have the water and sewer capacity; the Amy's Agreement is being transferred to Goshen. Goshen is doing their due diligence now in creating the Water and Sewer District in their community. They -- I don't know if you did get a notice, Rick, from Goshen and the lead agency. They have -- regarding the -- their creation of the Water and Sewer District. And so, we're obviously not going to be the lead agency, it will be the town of Goshen, but it's a 30-day requirement.

So, after the 30 days is up, they will then start putting together their -- forming their district. I have had several conversations with the supervisor. It was encouraging that they did pass the SEQRA resolution and moving

forward they need the water, we need the money, and it's a good deal.

So, hopefully as we move to the next step after the shoring and abatement, we'll have a better idea. Obviously if this thing comes back \$50 million, we're not doing it. And we'll be spending money to tear the place down. But keep your fingers crossed. I think it's going to happen, but what the hell do I know?

But it's also a iconic structure that cannot be replicated in this community or any community because they don't build buildings like this anymore. So, at that point I'll end and answer any questions you may have.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the Mayor? Thank you.

MAYOR JOSEPH M. DESTEFANO: Okay, thank you.

PRESIDENT J. MIGUEL RODRIGUES: All right, remarks from department heads. Economic Development.

MARIA BRUNI: Good evening, everyone. I want to echo a little bit on the Summer Concert Series with the school district, it was fantastic. What a way to start the summer off

with our concerts, the arts department and the music department working with them hand-in-hand, it was great.

Also, Stefania did a great job getting the Farmer's Market on board and ready to roll. We had, as the Mayor mentioned, new vendors. We had a stream of people all day long. And we're just looking to add a few more vendors that will be coming this weekend but also we had some music there. So, we're doing some different things to attract more customers as well.

Tonight, you have on your agenda a tourism grant for \$4,999.00. We applied for that grant for -- to go towards the Rock, Roll, Run Weekend. So, it's going to go towards promotions and marketing for the run, plus the concert at the Paramount. And this is the second year Orange County Tourism is funding this. They were very happy how we utilized the funds last year and they funded us again.

And mentioned at the CDA meeting, we sold Lafayette our home ownership program and we're now working on a house on Linden Avenue and we're going to be moving towards a duplex on Washington Street. And that's all I have

tonight.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Maria? Thank you, Maria.

MARIA BRUNI: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: DPW Commissioner.

COMMISSIONER OF PUBLIC WORKS JACOB TAWIL: Good evening, all. We'll start off with our reservoirs for Alderman Masi. We are at 99.9 percent full, which is very good for this time of the year.

Again, reminder before the Council President starts getting upset with all of us, is the grass. Please keep an eye on it, make sure it's cut 6 inches and less. We have generating -- been generating a lot of revenue by us cutting people's grass so, again, we don't want to do that, so please keep that in mind.

And so hopefully you know, we don't have -- you don't have any issue with us cutting the grass or getting those notification from us. Traffic operation, as you can see, a lot of construction taking place all over the place. The contractor and engineers, they're jumping all over in order to meet the deadline of the

construction requirement which is end of this year.

So, hopefully everything will fit in. We apologize for the inconvenience but we have to do it and please register on our notification system, so you know which roads are going to be closed and so on and so forth. And that schedule, as Alderman Kleiner keeps reminding us is not all the time 100 percent accurate because it does change, because some work does not get completed, there are some issues.

So, it gets pushed back, the weather, the rain, and so on and so forth. So, please just look at your cell phone or email and just keep that in mind, review those messages when you get them. I'm sure City Clerk Rick will remind us how to register for that service because it's really very important.

Both construction projects for Highland, I'm sorry, Highland Avenue tank is almost complete. Again, we have some issues with the bonding company, minor issues are remaining, but it should be completed soon. The bank -- the tank has been in service for some time now.

T-Mobile will have to switch from their

temporary monopole over -- back to the tank. We're going back and forth with them, we don't want them to weld with our -- in our tank again, so we're trying to make them use magnetic plates. That's -- I think that's the newer system for mounting these antennas. Magnetic plates, they don't destroy the paint system, and we don't have to go diving inside to check once they weld if they damaged the liner inside the tank or not. So, that's where we are with that tank.

Mountain Avenue tank is moving very well. The contractor's doing a great job as well as (indiscernible) Tank. Again, if you have some time, stop by and take a look at the construction. It's a very unusual method that they use and very efficient and very effective.

Talking about the water system, this morning you received a text message saying -- or an email -- saying that fire hydrant will be replaced 4:00 in the morning, Wickham and Lake Avenue. Unfortunately, we did the preparation the day before, dug it, steel plated, and so on and so forth. Unfortunately, two valves to isolate that location were broken -- found to be broken.

So now, we have to mobilize again, probably in the middle of the night to do shut down to replace the two valves. Then we can go back and replace the fire hydrant. So, you know, our system as we keep saying, is complicated, it's old. We're investing a lot of money on it. Part of the -- we already have a grant in a subsequent year, coming through the Congressman Ryan's office for \$3.5 million to go from Oliver Avenue along Monhagen Avenue, up West Main Street, up Wickham Avenue, up to Highland Avenue to replace all that line.

We're not sure \$3.5 million will carry us all that way but it's going to be a big shot in the arm to get rid of that old pipe that's in the ground since the early turn of the -- the early 1900s.

With that being said, so please just look at our messages. You may have very little pressure in your system, you may not have water because we do have to have a shut down for a good portion of the City. We're going to try to come out midnight to do it, again, keep an eye on the messages, Rick will tell you how to register to get those notifications. With that being said,

do you have any questions?

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Jacob? Thank you.

COMMISSIONER OF PUBLIC WORKS JACOB TAWIL: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Okay, Police Chief.

POLICE CHIEF JOHN EWANCIW: Good evening. There's one resolution before you this evening. It's a City Code pertaining to open containers. That was something that I worked with corporation counsel, Alex Smith, to have amended.

Previously, our code indicated that the person had to be observed consuming the alcohol. So, this will just give us a little bit better enforcement efforts, very similar to other communities, so nothing very drastic there, but I just wanted to explain that. Other than that, I have nothing unless you have questions for me.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the Police Chief? Alderman Kleiner?

ALDERMAN GERALD KLEINER: Thank you, Chief. We've been hearing a lot of fireworks

late at night up in our neighborhood. It's hard to tell what direction they're coming from. Have you been getting many calls about those?

POLICE CHIEF JOHN EWANCIW: I'd have to look at the blotters, nothing that like resonates with me, nothing has been brought to my attention about that, but I can look at the blotters and see.

ALDERMAN GERALD KLEINER: Okay, thank you.

POLICE CHIEF JOHN EWANCIW: It is -- we normal -- normally this time of year is when it starts for us, so, yeah.

ALDERMAN GERALD KLEINER: Yeah.
Usually not Memorial Day, I don't know.

POLICE CHIEF JOHN EWANCIW: Yeah.

PRESIDENT J. MIGUEL RODRIGUES: All right, thank you, Chief. Superintendent of Recreation? You bringing your Commissioner up here too? Who's that with you? Okay.

RAELYNN BERTHOLF: Good evening, everyone. I have a special guest with me tonight, the Deputy Commissioner of Parks Department, John Bianchi. One of the resolutions in front of you tonight is approving us to expand

the reservoir trails. We'd like to make trails designated just for mountain biking. You were sent a map and just some notes on what we're looking to do. So, if you have any questions, John can answer.

MAYOR JOSEPH M. DESTEFANO: I just have one. You know the guy who owns the land from New York City, is that going to be near that property?

JOHN BIANCHI: No.

MAYOR JOSEPH M. DESTEFANO: Okay.
That's all I need.

MAN 1: I'm just wondering, is it going to be single track or is it going to be like multiple like rails?

JOHN BIANCHI: A single track more or less. We're trying to keep it more like the one they have in Point Jarvis.

MAN 1: Okay.

JOHN BIANCHI: Similar to that.

MAN 1: Cool. Thank you.

ALDERMAN GERALD KLEINER: John, if people want to volunteer to help you, do they call Parks and Rec or do they call you, or?

JOHN BIANCHI: Yeah, actually they call

Parks and Rec office, we're putting together some volunteer -- a list, so we can get them cleared through the City so they can come up and help.

ALDERMAN GERALD KLEINER: Okay, somebody asked me that specifically so --

JOHN BIANCHI: Yep.

RAELYNN BERTHOLF: No? Thank you. Also, just like to thank Alderman Witt and our recreation commission. We tossed around a few months ago the possibility of getting a camp support counselor for our Sports Camp and Little People Playtime. We've been running into a lot of issues at camps over the summers with behavioral issues and kids constantly getting kicked out.

Though we do have an incredible staff, but they are not equipped to handle a lot of the behavior issues and -- that we run into over the summer. So, Alderman Witt recommended and brought the idea to us of having a staff member who is there to deal with it. So, the majority of our campers come from the Middletown School District, and they are lucky enough to have lots and lots of services for them throughout the school year.

And then a lot of those kids come to camp and those services are gone and they are still much needed. So, we are lucky enough to work with the school district and we have a gentleman, Marcus Rhett, who does this kind of stuff during the school year. He's coming on board with us this summer.

He's in the process of making like a curriculum to work with the kids with over the summer. We are very, very excited about it. We're hoping next year we can expand to also have a camp support counselor at Little People Playtime for the four, five, and six-year-olds also.

And this will definitely alleviate a lot of the issues that our camp director and nurse, and assistant director have to deal with at camp. And we're very, very excited to have Marcus on board with us this summer.

We'd like to thank the police department for their quick response about the possibility of homeless people in the back -- in the Kiwanis trails that are back there. Hanging out back there, tents set up, carts full of goods. We contacted PD and they were on it

immediately within 15 minutes of phone call they were sending officers out there to check it out.

We received a complaint from someone who rented the Kiwanis shelter for a family party, and we had a gentleman approach him with a hatchet in his hand, kind of seeming a little out of it, coming from those trails. So, thank you to PD for addressing that immediately.

Also, before you is a resolution to accept the \$1,000.00 scholarship from the Lion's Club. That money as of now is definitely already going to be used this summer on top of the \$10,000.00 that we received from Howard Avery. So, we have the scholarship forms rolling in, so we're lucky enough to be able to give a lot of kids that summer experience that they wouldn't get otherwise.

Also, if you've seen on our Facebook, we had -- we put up a post about the pool hours because we had some warm weather last week and people -- it was warm but my opinion, not pool weather yet. But getting a lot of phone calls about the pool hours. So, we decided to put up a little post just saying when the pool hours will be and our new costs for the pools and we got a

lot of backlash on that on social media.

A lot people just complaining about the prices. Just so you're aware, if you hear it, the price for a child living in the City of Middletown is still remaining \$1.00. An adult last year was \$3.00, and for as long as I've been with the Rec Department it's been \$3.00. It's moving up to \$4.00 for a City of Middletown adult which is only a \$1.00 increase.

The major change is for non-residents which we are getting a lot of at -- because of the splash pad, it's a hot commodity. We have a lot of out-of-towners coming in to utilize that, so that's the fee that increased the most. So, an out-of-town child is \$5.00 and then out-of-town adult is \$5.00. So, that resolution was all passed last year.

It's my opinion and Rec Commission's it's a reasonable increase. We're still looking out for our city residents, it's just the cost of everything is going up obviously, so that's the major reason for our increase in case -- just wanted to explain it if you do get any backlash or hear about that from constituents in your area.

And once that post went up, I'd like to thank Jeff Foot. He gave us a, from Foot in the Door Home Inspections, a local businessman, he gave us \$200.00 to go towards -- \$100.00 for each pool. He's -- would like to pay for the first 100 kids once the pools open to get in free for each of those pools. That check will be on the next resolution to approve for a donation, but like to thank him for that donation and it's definitely be well-accepted by the youth and the families who utilize those pools.

And lastly, tomorrow, myself, Nicole Serakis and Selenas Rodrigues will be attending the Orange County Youth Bureau annual awards. We are recognizing some of our staff and some of our youth in the programs. I'd like to hopefully invite them next week so we can recognize them here and talk about the awards that they're receiving. Any questions?

PRESIDENT J. MIGUEL RODRIGUES: Any questions? All right, thank you.

RAELYNN BERTHOLF: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: City Clerk.

CLERK: Good evening, everybody. I

wanted to just touch also on the city-wide yard sale. We had a great turnout, I thank everybody for coming together to make it happen, especially Eileen putting together those digital, interactive maps. I think I'm tech-savvy and Eileen can work circles around me, so thank you, Eileen.

I'm also excited to announce that the City Clerk's Office is now accepting online dog registrations. You'll be able to renew your dog license as long as your rabies shots are up to date, through the city website, middletownny.gov. You'll be able to pay online as well. Just another opportunity for us to make it more convenient for our residents to take care of the necessary business that they need to living in the city.

Mr. Tawil asked me once again, the emergency alerts, you can sign up through the city website, www.middletownny.gov. If you go down on the lefthand side there's a square box that says, "Emergency Alerts." You can also find links to it on our Facebook page and a link is prominently displayed on our weekly newsletter that we send out on Friday afternoons.

We also took an opportunity in our last set of water bills to put it out there in Chinese, Spanish, and English to sign up for the emergency alerts and the weekly newsletter. So, please take advantage of those opportunities to sign up for it and you'll get the alerts for emergency alerts in the city, DPW alerts, street closures, city council meetings, Paramount events -- events at the Paramount, excuse me, and any of the other great opportunities happening at Parks and Rec. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Remarks of Alderman. Alderman Masi?

ALDERMAN JOSEPH MASI: Nothing this evening -- excuse me, nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Witt?

ALDERMAN KEVIN WITT: Yeah, thank you. I just wanted to mention I know the Mayor and Maria mentioned a lot of the stuff with the school district was involved with the City with the opportunities that the City provided. Here's another one that happened here on May 29th. Wednesday was the Middletown Police Department's Youth Leadership Academy graduation where 22, I

think it was 22 kids, high school, middle school kids had a chance to go through a program sponsored by the police department.

Sergeant Welsh led that, and it was a really nice night. Alderman Masi and Alderman Kleiner were here as well, so, congratulations and great job. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green?

ALDERMAN ANDREW GREEN: Thank you very much. Just a reminder for everyone in the Second Ward, Sunday is the Ruthie Deano Run. It is going to be a nice day so just plan accordingly because some of the roads are going to be blocked off, but the police department has been doing a great job every year -- excuse me -- of opening up the roads as soon as the last runner passes. So, just keep an eye out for that.

And also, our Second Ward constituents meeting will be held here in the council chambers Monday the 10th at 7:00 p.m. We'll hope to see you there. Thanks.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Kleiner?

ALDERMAN GERALD KLEINER: Thank you.

Again, I apologize if anyone's tried to call me, but for the third, fourth week in a row, we finally have a new phone from Spectrum. But we don't have our old phone number, we're supposed to get that on Friday.

So, the number I've had since 1955, that's the number, 343-8125, starting on Friday afternoon. They tell me it will work. So, it remains to be seen. I've again invited Frontier and all their tech people to come in and explain to the Council or the City or anyone exactly what they're doing and what's involved in the changeover but so far, nothing.

Before the next meeting we will recognize D-Day once again and remind people that that was part of the fight against fascism. So, keep that in mind when you think about D-Day.

The Historical Society has supported the music program in the schools. We've run ads in their journals, and I thank Kevin for bringing that up and the Mayor, that they just do a great job and to see these young kids playing their violins, it's just terrific.

I also want to thank Sergeant Welsh the Police Academy graduation, those kids like they

said, maybe next time they're going to need a bigger room but that's how much response they're getting, and I know the Chief had his new officer at the school board meeting and he went through the program and it's turning out some great kids. So, we appreciate everything they're doing. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Thank you. Alderwoman Wray?

ALDERWOMAN KATE WRAY: Good evening. I just want to agree with everyone who mentioned grass cutting this evening. For those of you who are the homeowners, you know, we appreciate you guys keeping your lawn in some modicum of order. I've seen grass over a foot. It starts going to seed, it starts being a tick concern, and all other kinds of concerns.

And my grass never even gets that long, and I see snakes and I don't want snakes on my property ever. So, and my thanks to DPW for properties that they are taking care of for those who don't want to do it. Your comment on pool costs, Raelynn, I have to say super reasonable.

And growing up in the town I grew up in, you had to prove your residency to even buy a

pass for the summer. It was not open to residents out-of-town. Because our pools are community pools, they're supported by our residents' taxes. So, passing that cost down to out-of-town, and \$5.00 which is very reasonable is absolutely understandable and completely in the right.

So, fully you have my support, totally understandable, and you know, going up by a dollar -- listen, I own a pool. The costs of running it have tripled in the last four years. So, you know what? We'd love to absorb as much as we can to our community, but this is still a super reasonable cost. That's all I have tonight.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Johnson?

ALDERMAN PAUL JOHNSON: Thank you.

Alderman Kleiner, I'm not sure how your story started, but for my place of business I was told that my life would be better if Frontier were to come in and put a fiber optic cable into my business. And I spent the last three weeks calling them to say, if you just give me what I had before you made my life better, I'll be okay

with that. So, I feel your pain.

With respect to the city-wide yard sales, Clerk, Mr. Clerk, so that was your idea?

CLERK: Team effort of course, yes.

ALDERMAN PAUL JOHNSON: And do we waive the fees for that? I forget.

CLERK: Yes, we waived all the fees.

ALDERMAN PAUL JOHNSON: So, I'm not a real participant in yard sales but I certainly noticed driving around it's a great opportunity. You're waiving the fee for the resident, that's great. Somebody who likes it, every time they turn around there's another yard sale for them to go to, so keep up the good work.

And, Mr. Mayor, if you just sat back and look at the depth and breadth of the topics you covered in your report, it's just remarkable. And I thank you for that. Thanks.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Good evening, nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Tobin?

ALDERMAN SPARROW TOBIN: Just want to

say that I really appreciated the Memorial Day Service at the Elk's Lodge. It was very touching -- they read letters from soldiers back to their families and I mean, I think everybody was fighting back you know, a tear or two. So, definitely a somber and also kind of remind us why we do have to remember our fallen heroes.

The Colonial Diner, I'm glad it's back and the hours are extended, I love going in there, hope everyone patronizes this new local business -- or not new, but the new owners. We had -- also want to report we had a public safety meeting today. We're going to pursue a pilot on a very limited basis of using speed humps, maybe in certain targeted areas and see how it goes. So, we're going to pursue that.

If you're free this weekend, you have young kids, we have a fishing derby. The Lion's Club and the City work together. We have hot dogs, soda, and there's -- pretty much everybody wins -- everybody wins a prize. We have trophies so it's a great time. It's at Fancher-Davidge Park so come on down.

And kudos to Rick for the yard sale of taking it from a vision to you know, the

intricate map -- everybody I've seen comment on it and talk to me about it, said they really enjoyed it. They actually wanted more by Ward -- I was like, whoa, slow down. It was very -- well -- very much appreciated. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Okay, new business.

CLERK: Good evening, we have a resolution sponsored by Alderman Green, authorizing a block party on Lennox Avenue and Cantrell Avenue on June 16th, 2024.

PRESIDENT J. MIGUEL RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Kleiner, any discussion? Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. Resolution sponsored by Alderman Witt authorizing the construction of a mountain biking trails on the City of Middletown Reservoir Trails.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Witt, seconded by Alderman Green. Any discussion? Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. Resolution sponsored by Alderman Masi authorizing the acceptance of a \$1,000.00 camp ship donation from the Middletown Lion's Club.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi, seconded by Alderman Johnson. Any discussion? Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. Resolution sponsored by Alderwoman Wray authorizing the acceptance of a \$4,999.00 municipal tourism grant from the County of Orange.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Wray, seconded by Alderman Tobin, any discussion? Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. A resolution sponsored by Alderman Johnson authorizing him to accept donations from the Regional Economic Community Action Program (RECAP), Minisink Valley Rotary Club, the Kiwanis Club of Middletown, Middletown Teacher's Association, Applebee McPhillips Funeral Home, and WS Healey Chevrolet for the National Night Out Against Crime.

PRESIDENT J. MIGUEL RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Jean-Francois, any discussion? Alderman Kleiner?

ALDERMAN GERALD KLEINER: Yeah, I just want to quickly thank the County for the grant, I want to thank the Lion's Club for the grant, and I want to thank everybody listed here contributing to a successful Night Out. It's such an important event and we don't take it for

granted, so thank you.

PRESIDENT J. MIGUEL RODRIGUES: Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. A resolution

sponsored by Alderman Jean-Francois authorizing
the acceptance of a proposal from Stratagem for
security upgrades at City Hall.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Jean-Francois,
seconded by Alderman Green, any discussion?

Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. Resolution sponsored
by Alderman Masi authorizing the awarding of a
bid for the O&W rehabilitation to Apex
Development.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi, seconded
by Alderman Witt, any discussion? Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. Resolution sponsored
by Alderman Kleiner amending the City Code as it
pertains to open containers on public property.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner,
seconded by Alderman Jean-Francois, any
discussion? Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. Resolution sponsored
by Alderman Tobin authorizing an agreement with
the Middletown and New Jersey Railroad to
purchase 140 E. Main Street, Middletown, New

York.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Tobin, seconded
by Alderman Green, any discussion? Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries.

ALDERMAN PAUL JOHNSON: Mr. President?

I would like to know if I could make a motion

from the floor?

PRESIDENT J. MIGUEL RODRIGUES: We've got a motion from the floor from Alderman Johnson.

ALDERMAN PAUL JOHNSON: Thank you. I'd like to start by revisiting a letter that was read into the record at the last meeting per a resident concerning an issue that was of concern to him. And just to quote briefly, "I have been following the no-show Orange County legislator Joel Sierra's Story, he's turned his back on us not attending a meeting since March 30th, 2022, over two years. As a resident, I am appalled, he should immediately resign. Why is it Alderman Masi's the only elected official addressing the issue? The Good Old Boys Club of protecting a no-show elected official has to end now."

So, I have to be honest, I took umbrage at the concept of Good -- I mean, I like the word good and old but not put together. I think it connotes nothing good. I think it's a derisive remark and I think it's condescending.

However, I do see the point. Mr. Masi has taken this on as an item to put before the public and he's been both consistent and some

might say courageous, I'll go with that. And it's a point well-taken that if you don't say what you think as an elected official then nobody knows what you think, and they're left to their own conclusions. That obviously you don't care, you're complicit.

So, to that end, trying to address those issues, I'd like to introduce the following. Whereas legislator Joel Sierra has been duly elected to represent the residents of the 20th Legislative District of the County of Orange. And whereas all of the residents of said district reside in the city of Middletown.

Whereas Legislator Sierra has not attended any legislative or committee meetings since March 30th of 2022. And whereas this absenteeism represents a gross and moral dereliction of duty. Be it hereby resolved that the members of the Common Council of the city of Middletown respectfully request that Legislator Sierra step down forthwith, allowing the Council to appoint a replacement according to County legislative rules.

That residents of the 20th Legislative District can once again enjoy the representation

in County government that they so richly deserve. And be it further resolved that the Orange County Legislature censure Legislator Sierra for his blatant lack of attendance and consider any and all measures at their disposal to remedy the situation. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: I have a motion by Alderman Johnson, do I have a second? Alderman Masi. Do I have any discussion? Alderman Kleiner?

ALDERMAN GERALD KLEINER: Yes, I'm not sure what the process is for censuring in the County government. I'd like to make an amendment that it's -- that the last sentence be, "be it further resolved that the Orange County Legislature consider any and all measures at their disposal to remedy the situation." The calling for the censure is something that I'm just not sure that -- how the legislature goes about that.

So, that would be my amendment that we just eliminate that one sentence.

PRESIDENT J. MIGUEL RODRIGUES: So, you're just removing "censure" right?

ALDERMAN GERALD KLEINER: Yes.

PRESIDENT J. MIGUEL RODRIGUES: So,
you're making a motion to amend it? Do I have a
second?

ALDERMAN PAUL JOHNSON: I'll second.

PRESIDENT J. MIGUEL RODRIGUES: Okay.

ALDERMAN PAUL JOHNSON: Sounds fair.

PRESIDENT J. MIGUEL RODRIGUES: Makes
sense. So, just to -- let's vote on the motion
to amend. Let's go roll.

CLERK: Roll? On the Motion to Amend.
Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Abstain.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Abstain.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries. The Motion to Amend
has been approved.

PRESIDENT J. MIGUEL RODRIGUES: All
right.

ALDERMAN PAUL JOHNSON: Point of order,
is it still on the floor for discussion?

PRESIDENT J. MIGUEL RODRIGUES: Still
on the floor for discussion.

ALDERMAN PAUL JOHNSON: May I be
recognized?

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Kleiner, do you have anything else?

ALDERMAN GERALD KLEINER: No, that's
it, thank you.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Wray?

ALDERWOMAN KATE WRAY: I just wanted to
state so that everyone understands my vote
tonight. It would be improper for me to cast a
vote on an issue where I have personal bias or
interest. As myself and my children and the
Sierras are family, I will respectfully abstain

from this vote.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Johnson?

ALDERMAN PAUL JOHNSON: I'd like to expand on my thoughts. I hold neither enmity or animosity for the party in question. We actually went door-to-door canvassing in the last election cycle when we were both up for reelection. And I found this person to be professional, articulate, and well-informed. So it has nothing -- for me, it has nothing to do with this person.

It has to do with the fact that his behavior has invoked involuntarily disenfranchisement of our residents in this city. And now we add to the conversation if there's going to be a redistricting or reapportionment, we have nobody at the table to advocate for our position.

It's not a legal question for me, it's a moral question. If you're unable to serve, step aside and come back when you're ready to serve. It doesn't matter who the person is, it's the concept. You've had people vote for you in good conscience and then you stopped representing them.

And you expect everybody to sit back and say, we're cool with that. It's not acceptable to me. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Jean-Francois.

ALDERMAN JUDE EAN-FRANCOIS: As far as I understand from the beginning, it was a medical issue. And I'm the one if -- I'm not a doctor in the medical field, so when it comes to a medical issue, I don't think I have any merit on that to say anything about that. I think it's really up to his doctor or to him to actually have his representative or doctor to send a note to the county to let people know what's going on exactly.

But as of right now, as far as I understand from the beginning, it was a medical issue. So, that's what I based my decision on. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Okay.

Anyone else? Roll.

CLERK: Alderman Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Alderman Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Abstain.

CLERK: Alderman Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Alderwoman Wray?

ALDERWOMAN KATE WRAY: Abstain.

CLERK: Alderman Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Alderman Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Alderman Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Alderman Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Resolution carries.

PRESIDENT J. MIGUEL RODRIGUES: Audit?

ALDERMAN JOSEPH MASI: Mr. President I
move the accounts be audited, the claims be
adjusted, and the City Treasurer be authorized to
issue warrants for their payment.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Masi, seconded
by Alderman Johnson. Roll.

CLERK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK: Jean-Francois?

ALDERMAN JUDE EAN-FRANCOIS: Aye.

CLERK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK: Carries.

PRESIDENT J. MIGUEL RODRIGUES: Move
for adjournment?

ALDERMAN JUDE EAN-FRANCOIS: So moved.

C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certify that the foregoing transcript is a true and accurate record of the proceedings.



Sonya M. Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: December 9, 2024



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JUNE 4, 2024**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of April 16, 2024
 - 3.2. Accept Minutes of May 7, 2024
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 101- Authorization to Hold a Block Party on Lenox Avenue and Cantrell Avenue on
24 June 16, 2024
 - 102- Authorization to Construct Mountain Biking Trails on the City of Middletown
24 Reservoir Trails
 - 103- Authorization to Accept a \$1000 Campship Donation from the Middletown Lions
24 Club

104- Authorization to Accept a \$4,999 Municipal Tourism Grant From the County of
24 Orange

105- Authorization to Accept Donations from Regional Economic Community Action
24 Program (RECAP), Minisink Valley Rotary Club, Kiwanis Club of Middletown,
Middletown Teachers Association, Applebee-McPhillips Funeral Home, and W.S.
Healey Chevrolet, for National Night Out Against Crime

106- Authorization to Accept a Proposal from Strategem for Security Upgrades at City
24 Hall

107- Authorization to Award Bids for the O&W Rehabilitation to Apex Development
24

108- Authorization to Amend City Code as it Pertains to Open Containers on Public
24 Property

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT

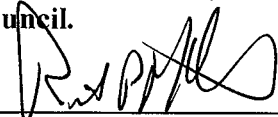


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

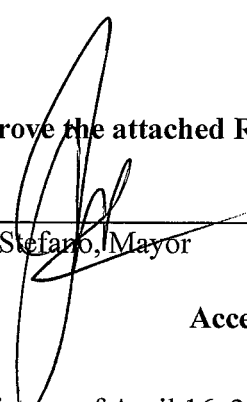
By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: June 4, 2024
Index No:

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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date

6/5/24

Accept the Minutes of April 16, 2024

Accept the Minutes of April 16, 2024

Prepared by:
Rick McCormack, City Clerk

Attachments:

1. 04.16.24 CC Minutes



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

THE FOLLOWING WAS PRESENTED

By: Alderman Green
Seconded by: None
Date of Adoption: June 4, 2024
Index No: 101-24

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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

6/5/24

Authorization to Hold a Block Party on Lenox Avenue and Cantrell Avenue on June 16, 2024

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, authorizes a block party on Lenox Avenue and Cantrell Avenue between the hours of 12PM and 6PM on Sunday, June 16, 2024.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None

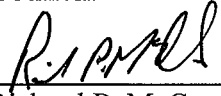


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
Seconded by: Alderman Green
Date of Adoption: June 4, 2024
Index No: 102-24

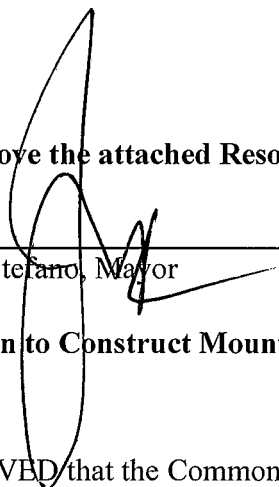
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.



Richard P. McCormack
Clerk to the Common Council

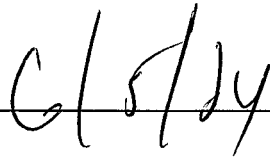
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.



Joseph M. DeStefano, Mayor

Date



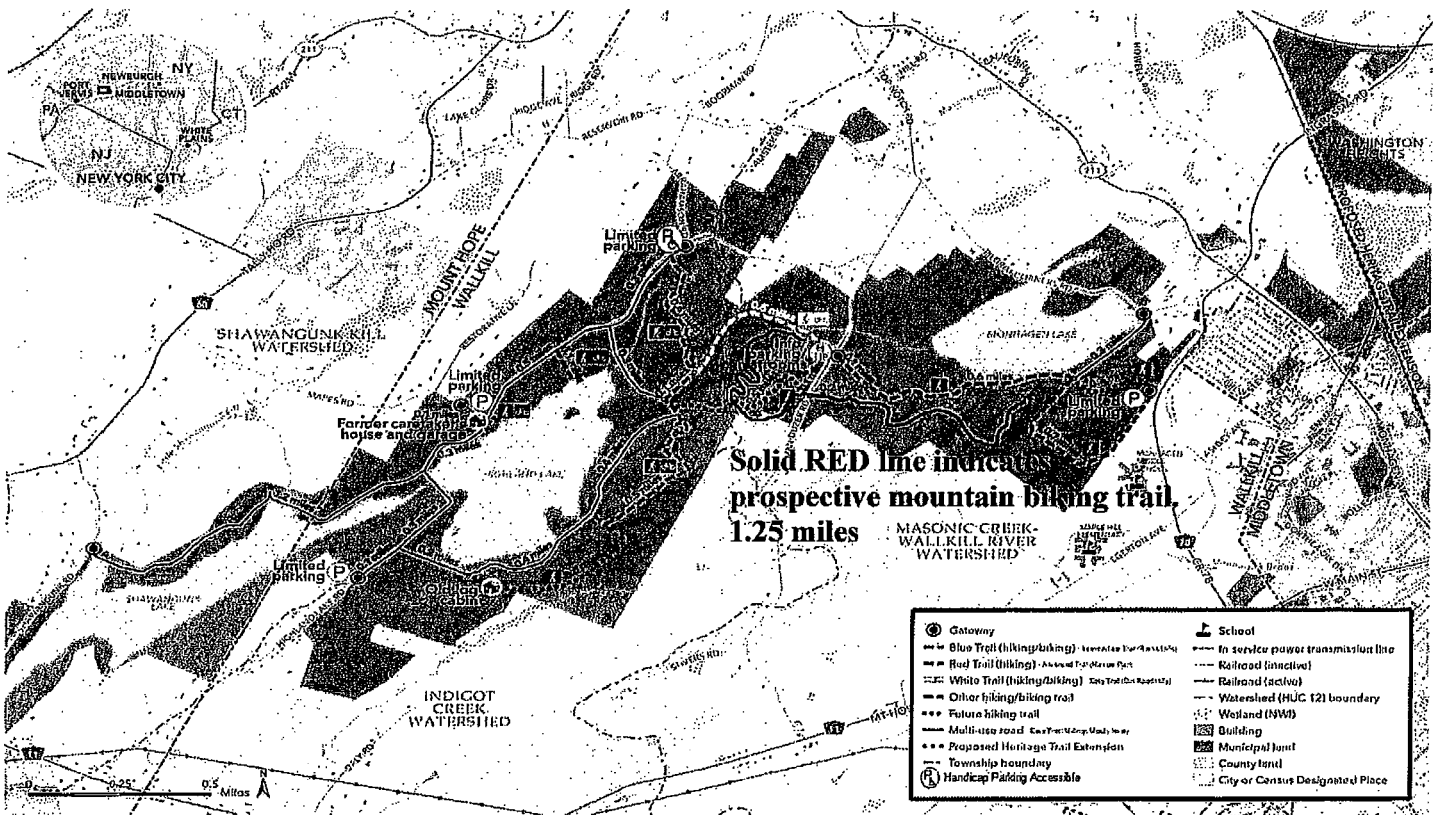
Authorization to Construct Mountain Biking Trails on the City of Middletown Reservoir Trails

BE IT RESOLVED that the Common Council of the City of Middletown authorizes the construction of Mountain Biking Trails at the City of Middletown Reservoir Trails

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Reservoir Trails
----	------------------

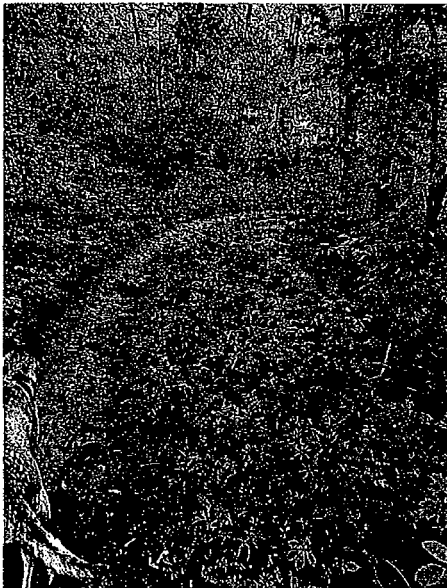


Middletown Reservoir Trails

May 10, 2020, Copyright © The Trust for Public Land. The Trust for Public Land and The Trust for Public Land logo are federally registered marks of The Trust for Public Land. Information on this map is provided for purposes of recreation and consultation only. www.tpl.org



**** The goal of this trail is to connect to the lot at the school. A goal is to build roughly a .5mile loop by the main parking lot for kids and beginner riders.**



**** The idea behind a good trail is as little disruption to the watershed land as possible. The trails will be much narrower than our current trails, the equivalent to a hiking trail about 2 feet. See the pictures above for reference.**

A volunteer application will be submitted to Greg Townsend of Marshall and Sterling for approval. The volunteer committee will be hand selected by Ryan Yasika. Ryan is an avid mountain biker and trail builder who will be overseeing this project alongside the Deputy Commissioner of Parks John Bianchi and our Reservoir labors.

In the very beginning volunteers will utilize a chainsaw in a few places to clear down trees. After that they will be pruning branches that cross over the trails. Some tools that will be used are loopers, hand saws and weed whackers. Once the trails are made passable upkeep will consist of cleaning sticks and large debris from the trail. In the future after the trail is established leaves and small debris will be left on the trail because it helps protect against erosion. Also, after the trail is established we will observe and focus on how water (small creeks/run off) effect the trail and address those areas to help with erosion.

Before the trails are open to the public we will work with Middletown PD and other local emergency service responders to they are aware where the new trails run. Eventually we will get the maps updated with the new trial and have signage directing bikers.

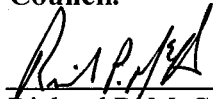


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

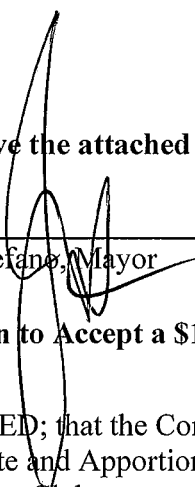
By: Alderman Masi
Seconded by: Alderman Johnson
Date of Adoption: June 4, 2024
Index No: 103-24

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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 6/5/24

Authorization to Accept a \$1000 Campship Donation from the Middletown Lions Club

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a \$1,000 Campership donation from the Middletown Lions Club.

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 this donation into account A.2705.07 Summer Camp Scholarships.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Lion's Club Campership
----	------------------------



Middletown Lions Club
P.O. Box 172
Middletown, NJ 07040

ORANGE BANK AND TRUST COMPANY
50-247219

4617

May 24, 2004

PAY TO THE ORDER OF
Middletown Parks & Rec Dept.
One thousand dollars and no/100

\$1,000.00

DOLLARS

Diane Young
On Behalf

MEMO Summer camperships

⑆004617⑆ ⑆021902475⑆ 1918081⑆

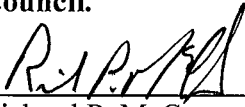


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

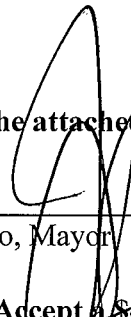
By: Alderwoman Wray
Seconded by: Alderman Tobin
Date of Adoption: June 4, 2024
Index No: 104-24

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.

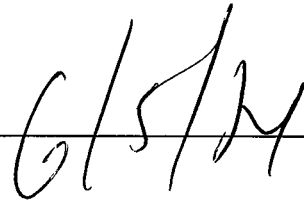

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



Authorization to Accept a \$4,999 Municipal Tourism Grant From the County of Orange

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and accepts the Municipal Tourism Grant from the County of Orange for \$4,999.00, to be applied toward the Run 4 Downtown Rock Roll Run Weekend & concert at the Paramount Theater. This resolution was approved by the Common Council on May 7th, 2024.

Prepared by:
Leonora Liz, Treasurer

Attachments:

None

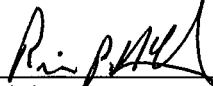


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

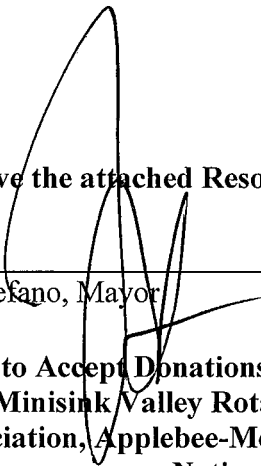
By: Alderman Johnson
Seconded by: Alderman Jean-Francois
Date of Adoption: June 4, 2024
Index No: 105-24

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.

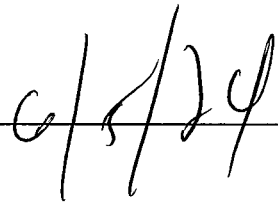

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



Authorization to Accept Donations from Regional Economic Community Action Program (RECAP), Minisink Valley Rotary Club, Kiwanis Club of Middletown, Middletown Teachers Association, Applebee-McPhillips Funeral Home, and W.S. Healey Chevrolet, for National Night Out Against Crime

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and accepts the following donations for the National Night Out Against Crime event.

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 Treasurer to deposit the funds into Police Donation budget line A.2705.06 and to increase the A.3120.501 community expense line by the same amount.

Organization

Amount

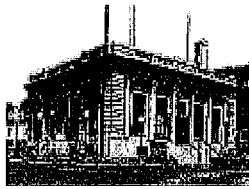
Regional Economic Community Action Program	\$250
Minisink Valley Rotary Club	\$250
Kiwanis Club of Middletown	\$250
Middletown Teachers Association	\$250
Applebee-McPhillips Funeral Home	\$250
W.S. Healey Chevrolet	\$500
TOTAL	Total \$1750

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	National night out against crime 2024
----	---------------------------------------

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

May 28, 2024

Honorable Joseph DeStefano
Mayor-City of Middletown and
Board of Estimate and Apportionment
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano and Members of the Board of Estimate,

We are in receipt of the below listed donations from local businesses supporting our National Night Out Against Crime. We are requesting permission to accept these donations into the Police Donation budget line A.2705.06.

Furthermore, we request to increase the A.3120.501 community expense line by the same amount.

Regional Economic Community Action Program \$250
Minisink Valley Rotary Club \$250
Kiwanis Club of Middletown \$250
Middletown Teachers Association \$250
Applebee-McPhillips Funeral Home \$250
W.S. Healey Chevrolet \$500

Total \$1750

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

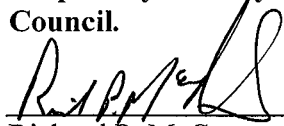


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

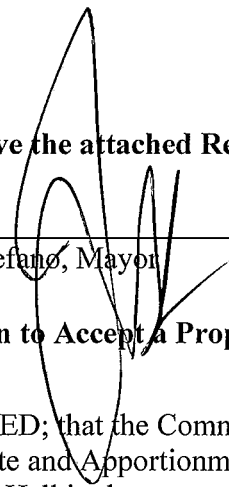
By: Alderman Jean-Francois
Seconded by: Alderman Green
Date of Adoption: June 4, 2024
Index No: 106-24

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.

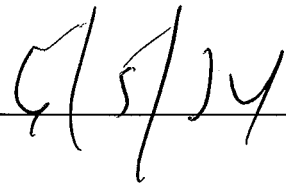

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



Authorization to Accept a Proposal from Strategem for Security Upgrades at City Hall

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes a proposal from Strategem for security upgrades at City Hall in the amount of \$51,284.61.

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 proposal.

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 \$52,000, in the following manner, to cover the cost of the project.

FROM

AMOUNT

TO

H.0933.210
IT EQUIPMENT

\$22,000

H.1997.203
SECURITY SYSTEM
UPGRADE

H.0971.900
COMPUTER EQUIPMENT
BACK UP

\$30,000

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	City of Middletown - City Hall - Panic and Mass Notification Proposal 5.30.24
----	---

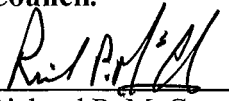


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

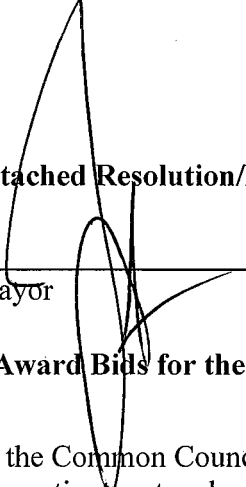
By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: June 4, 2024
Index No: 107-24

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.

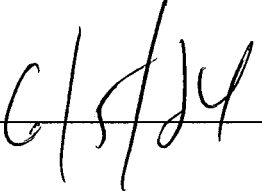

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



Authorization to Award Bids for the O&W Rehabilitation to Apex Development

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and awards the bid for the O&W Rehabilitation to Apex Development.

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 any paperwork related to this work.

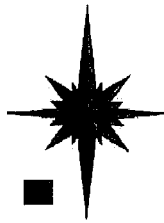
Prepared by:
Jacob Tawil

Attachments:

1.	Tawil O&W Bids 5-17-24
----	------------------------

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

May 17, 2024

Jacob Tawil, Commissioner DPW
City of Middletown
16 James Street
Middletown, New York 10940

Re: O&W Station Rehabilitation
Historical Tax Credit
Our File #21-088

Dear Commissioner Tawil,

We have reviewed the Bids for the O&W Rehabilitation Asbestos Abatement and Selective Interior Demolition as well as the O&W Rehabilitation Asbestos Air Monitoring Services. We have also vetted the bidders by calling their references. We recommend the award of the O&W Rehabilitation bids as follows:

Asbestos Abatement Selective Interior Demolition and Structural Shoring to
Apex Development
358 Broadway
Newark, New Jersey 07104

In the amount of

A. Base Bid Asbestos Remediation Structural Shoring Selective Demolition	\$1,825,300.00
B. Base Bid Cleaning Exterior	\$22,000.00
C. Alternative Demolition Northend	\$150,000.00
D. Unit Rate per lineal foot of non-friable asbestos per insulation	\$25/LF
E. Unit price for per sq ft for no friable asbestos floor tile and Mastic	\$15/SF

Air Monitoring Services for Building Debris cleanup to Environmental Management Solutions of NY Inc.

EMS NY
3 Forester Ave #49
Warwick, New York 10990

In the amount of as follows:

A. Daily Maintenance 9hr shift	\$629.00 / 9hr shift
B. Overtime Rate After 9hr shift	\$84 / hr.
C. Asbestos Air Sampling Analysis 24hr turn around time	\$12.30 / sample
D. Asbestos Air Sampling Rush Turn around time	\$4.85 / sample
E. Friable Bulk Sample Analysis 24 hr. turn around	\$13.50 / sample
F. Non Friable Bulk Sample Analysis 24 hr. turnaround	\$38.50 / sample
G. Project and Air Monitoring Summary Report	\$0.00

233 East Main Street
Middletown, NY 10940
(845)344-5863



We have also included Bid Tabulations for your information. We have received copies of their MWBE certifications for both of the above contracts. Upon award we will develop contracts.

Please advise if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alfred A. Fusco, Jr.", written in a cursive style.

Alfred A. Fusco, Jr., P.E.
FUSCO ENGINEERING
& LAND SURVEYING, D.P.C.

Cc: Honorable Mayor Joseph DeStefano, City of Middletown
Caitlin McNamara, Assistant Director, Office of Economic and Community Development
Mary Bruni, City of Middletown
Alfred A. Fusco, Jr., P.E., FE&LS, DPC

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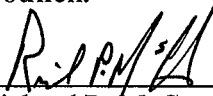


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: Alderman Jean-Francois
Date of Adoption: June 4, 2024
Index No: 108-24

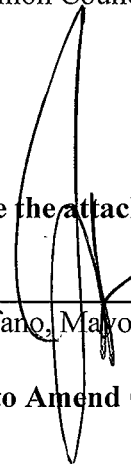
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.



Richard P. McCormack
Clerk to the Common Council

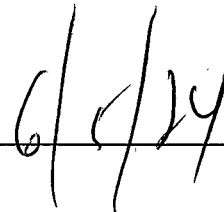
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.



Joseph M. DeStefano, Mayor

Date



Authorization to Amend City Code as it Pertains to Open Containers on Public Property

WHEREAS, the Police Chief is recommending that the Council prohibit the possession of open containers of alcohol in certain public places in the City of Middletown.

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

Section 1. Article I of Chapter 156, Alcoholic Beverages, of the Code of the City of Middletown, is hereby amended by adding a new Section 156-1-1, Restrictions on possession of open containers, to read in its entirety as follows:

§156-1-1. Restrictions on possession of open containers.

No person shall possess an open container of liquor, beer, wine or other alcoholic beverage while

such person is on any public highway, public street, public parking area, any City-owned property or in or on any vehicle in a public place, excepting those premises duly licensed for on-premises consumption of alcoholic beverages in the City of Middletown.

Section 2. Effective Date.

This Resolution and Ordinance shall take effect immediately.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None

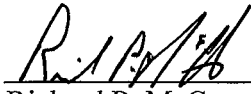


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

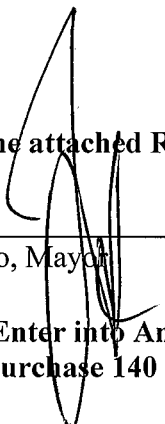
By: Alderman Tobin
Seconded by: Alderman Green
Date of Adoption: June 4, 2024
Index No: 109-24

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.

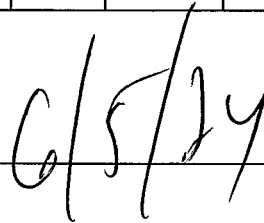

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



Authorization to Enter into An Agreement with Middletown and New Jersey Railroad to Purchase 140 East Main Street, Middletown, New York

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 Middletown and New Jersey Railroad to purchase 140 East Main Street, Middletown, NY (SBL 36-11-1.1) for \$180,000.

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 the agreement.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	140 East Main Street Contract of Sale
----	---------------------------------------

**WARNING: NO REPRESENTATIONS IS MADE THAT THIS FORM OF CONTRACT
FOR THE SALE AND PURCHASE OF REAL ESTATE
COMPLIES WITH SECTION 5-702
OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE).**

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

CONTRACT OF SALE

Contract of Sale made as of June ___, 2024 BETWEEN

Name: MIDDLETOWN & NEW JERSEY RAILROAD, LLC
Address: 505 South Broad Street, Kennett Square, PA 19348

hereinafter called "Seller", and

Name: CITY OF MIDDLETOWN, a municipal corporation of the State of New York
Address: 16 James Street, Middletown, NY 10940

hereinafter called "Purchaser", and

The parties hereby agree as follows:

1. Premises. Seller shall sell and convey and Purchaser shall purchase the land and improvements, (the "premises"), collectively known as:

Street Address: 140 East Main Street, Middletown
Orange County, New York

Tax Map Designation: City of Middletown: SBL 36-11-1.1 presently consisting of +/- 97 acres with .879 acres to be conveyed following a lot line change in accordance with the map annexed hereto as Exhibit "A".

2. Personal Property. None

3. Purchase Price. The purchase price is ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00) payable as follows:

BANK CHECK OR WIRE OF IMMEDIATELY AVAILABLE FEDERAL FUNDS in
accordance with Paragraph 5 of this Contract \$180,000.00

4. Down Payment in Escrow. N/A

5. Acceptable Funds.

- a. All money payable under this contract, unless otherwise specified, shall be paid by:
 - i. Cash, but not over \$1,000.00;
 - ii. Official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or wire of immediately available federal funds or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to Purchaser;
 - iii. As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00; and
 - iv. As otherwise agreed to in writing by Seller or Seller's attorney.
- b. Purchaser does hereby personally guarantee all funds submitted by Purchaser, or on their behalf, to Seller, or at Seller's direction, at the time of Closing as and for the balance of the purchase price; it being understood that this personal guaranty shall survive the delivery of the deed.

6. Execution of Contract. It is expressly understood and agreed that this contract offer made by Seller is not a binding contract, and is subject to Seller's acceptance and approval, and that this contract is not an offer to sell, and shall not in any way bind Seller until such time as the same has been approved and executed by the Seller and good checks are received by the Seller. The Purchaser has no interest in the property or remedy against the Seller for failure to execute the contract.

7. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

- a. Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation;
- b. Consents for the erection of any structures on, under or above any streets on which the Premises abut;
- c. Any area of premises within the bounds of any street or highway;
- d. Real estate taxes that are a lien, but are not yet due and payable;

- e. Any variance in connection with fence, hedge, and like, surrounding the premises, provided the same does not render title uninsurable at regular rates;
- f. Public utility easements of record, if any.

8. Governmental Violations and Orders. Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date of closing by any governmental department having authority as to lands, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters. Notwithstanding the foregoing, if the estimated cost to remove or remediate any violation is estimated by Seller to exceed the sum of \$2,500.00, Seller shall have the right to terminate the Contract and return the down payment to Purchaser and neither party shall have any further obligation one to the other; provided that Purchaser may elect to purchase the premises as is with a \$2,500.00 credit against the purchase price if they notify Seller of their intent to do so within seven (7) days of written notice of Seller's intent to terminate the Contract.

9. Seller's Representations.

a. Seller represents to Purchaser that:

- i. To the best of Seller's knowledge, Seller is the owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
- ii. Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");
- iii. Seller is not aware of any litigation or any threatened litigation affecting the Seller or the Premises;
- iv. Seller is not aware of any violations of any applicable federal, state or local law, rule or ordinance affecting the Premises including, without limitation, those relating to environmental or hazardous substances located on, in or under the Premises; and
- v. Seller is not aware of any pending or threatened condemnation action affecting all or any of the Premises.

b. Seller covenants that all of the representations and warranties set forth in this contract shall be true and correct at Closing. Should any representation or warranty set forth by Seller in this Contract prove to be not true or correct, Purchaser shall have the option to terminate this contract, unless Purchaser agrees to close without an abatement of the Purchase Price.

c. Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

10. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and all of the other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that, except as set forth in Section 9 above, Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations (except as set forth in Section 9 above), written or oral, as to the physical condition, state or repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract.

11. Insurable Title. Seller shall give and Purchaser shall accept such title as any reputable title insurance company licensed in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Department of Financial Services, subject only to the matters provided for in this contract.

12. Closing, Deed and Title. "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a bargain and sale without covenants against grantors acts deed in proper statutory short form for recording, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subdivision 5 of Section 13 of the Lien Law.

13. Closing Date and Place. Closing shall take place ^{at Middletown City Hall or} at the office of Blustein, Shapiro, Frank & Barone, LLP, 10 Matthews Street, Goshen, NY 10924 at 10:00 a.m. on or ^{about} ~~before~~ thirty (30) days from the date that the lot line change described in Paragraph 1 and 30 herein has been completed.

14. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

- a. The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.
- b. The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.
- c. The delivery by the parties of any other reasonable affidavits required as a condition of recording the deed.

15. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or

recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing. Seller shall pay transfer tax and recording charges for satisfaction of mortgage, if any, and Purchaser shall pay all recording charges normally the responsibility of Purchaser.

16. Apportionments and Other Adjustments. To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

- i. taxes, assessments, water charges and sewer rents, on the basis of the fiscal period for which assessed;
- ii. If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediate preceding fiscal period applied to the latest assessed valuation.
- iii. Any errors or omissions in computing apportionments or other adjustments at closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

17. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

18. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

19. Title Examination; Seller's Inability to Convey; Limitations of Liability.

- a. Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

- b.
 - i. If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract;
 - ii. if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate, and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date;
- c. If this contract is canceled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise.

20. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

21. Defaults and Remedies.

- a. If Purchaser ^{wilfully} defaults hereunder, Seller's sole remedy shall be to cancel this Contract and receive payment in the amount of \$1,000.00 to reimburse Seller for its attorneys' fees.
- b. If Seller defaults hereunder, Purchaser shall have the exclusive remedy of specific performance. Notwithstanding anything else in this Contract to the contrary, Purchaser shall look solely to the estate and property of the Seller in the premises which are the subject of this transaction for the satisfaction of any claim by reason of Seller breach or default and no other property or assets of Seller shall be subject to any claim, levy, execution or other enforcement procedure for the satisfaction of Purchaser's remedy.

22. Purchaser's Lien. N/A

23. Notices. Any notice or other communication ("Notice") shall be in writing and either

- a. sent by either of the parties hereto or by their respective attorneys who are hereby authorized

to do so on their behalf of by the Escrowee, by registered or certified mail, postage prepaid, or

- b. delivered in person or by overnight courier, with receipt acknowledged, to the respective addressee given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each notice delivered in person or by overnight courier shall be deemed given when delivered.

24. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

25. Broker. Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale. Purchaser shall indemnify and defend Seller against any costs, claims and expenses, including reasonable attorneys' fees arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

26. Construction of Contract Terms. In any construction of the terms of this contract, none of its terms shall be construed against the Seller by reason of the fact that the Seller or its attorneys drew the contract since the final terms of this contract are the result of negotiations by parties having equal bargaining powers, with each of the parties having full access to legal representation.

27. Metes and Bounds Description In the event Purchaser obtains a survey of the premises and the survey is certified to the Seller, the Seller agrees to include in the deed of conveyance a metes and bounds description in accordance with the survey, with the understanding by Purchaser that Seller does not thereby warrant the accuracy of said metes and bounds description.

28. Miscellaneous.

a. All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

b. Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

c. Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

d. The captions in this contract are for convenience of reference only and in no way define,

limit or described the scope of this contract and shall not be considered in the interpretation of his contract or any provision hereof.

e. This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

f. Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

g. Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

h. This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

i. If any provision of this contract or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this contract or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

k. Any and all disputes shall be governed by the laws of the State of New York and the Supreme Court of the County of Orange is designated as the jurisdiction and venue of all proceedings. The parties hereto both waive trial by jury in action or proceeding hereto.

29. Execution.

(a) This Contract and any Riders, Amendments, or Addendums thereto may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterpart.

(b) The exchange of copies of this Contract and any Riders, Amendments, or Addendums thereto and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Contract and any Riders, Amendments, or Addendums thereto as to the Parties and may be used in lieu of the original Contract, Rider, Amendment, or Addendum for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

30. Lot Line Change and Due Diligence. Purchaser shall complete the lot line change procedure with

the appropriate City of Middletown approving body in accordance with the application annexed hereto as Exhibit "B" and shall thereafter have sixty (60) days from the delivery a fully executed Contract of Sale to complete due diligence inspections of the property during which Purchaser may perform non-invasive tests.

Purchaser must notify the Seller prior to the conclusion of said due diligence period by delivering a written notice to the attorney for Seller that it wishes to terminate the Contract. Failure to deliver such notice will constitute waiver of this provision of the contract.

During the Due Diligence Period, Purchaser and Purchaser's agents, representatives, agents, employees, consultants and contractors (collectively "Purchaser's Representatives") may perform or cause to be performed, at Purchaser's sole cost and expense, non-invasive tests of the Premises on at least 48 hours prior written notice to Seller who shall have the right to be present. After any testing, the Premises shall be restored to its prior original condition.

Insurance. Prior to entering upon the Premises, Purchaser, at its sole cost, expense and effort, shall procure and cause to be procured by each agent, representative and other entity engaged, directly or indirectly, by Purchaser in or with respect to the performance of any Due Diligence testing, who may enter on the Premises, insurance policies from a reputable insurance company, licensed by the State of New York and reasonably acceptable to Sellers, naming Sellers and any other person or entity with an interest in the Premises as Sellers may request, as additional named insureds with Purchaser. Such insurance shall be maintained throughout the period during which Due Diligence on, in or at the Premises is conducted and shall be of the following types and limits: general or comprehensive public liability insurance against claims of bodily injury, death or property damage occurring on, in or about the Premises, without any so-called "pollution exclusion," and against contractual liability for any such claims (including the contractual liability assumed by Purchaser hereunder), with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) which shall not be reduced by claims paid. Said insurance coverage shall provide that same shall not be canceled for any reason except upon ten (10) days prior written notice to Sellers and to any other person or entity Sellers requests be named as an additional named insured, an shall otherwise be satisfactory to Sellers. Certificates of Insurance evidencing the above required insurance policies and evidence of payment thereof shall be delivered to Sellers, in form and substance satisfactory to Sellers, at least 48 hours prior to entrance onto the Premises.

Damage. Purchaser shall conduct all Due Diligence in a careful and workmanlike manner. Any damage to the Premises resulting from, arising out of or incidental to the Due Diligence shall be promptly repaired by Purchaser to the condition existing immediately prior to such test.

Payment of Vendors. Purchaser shall make payment for any materials supplied or services performed to each person or entity who shall be retained to conduct, evaluate, or otherwise act in connection with the Due Diligence, and, at all times, shall keep the Premises free from all mechanic and similar liens arising from or in connection with the Due Diligence, by payment or bonding or other means acceptable to Sellers.

Disclosure. Purchaser shall use the Due Diligence and the results thereof ("Confidential Information") solely for the purpose of Purchaser's evaluation of the Premises and the conditions at or affecting the Premises. Except as may be required by law or pursuant to an order of a court or governmental authority having jurisdiction (and only after Purchaser has given reasonable prior written

notice thereof to Sellers), Purchaser shall not disclose any Confidential Information to any third party, other than to personnel authorized by Sellers, and shall impose by similar document the same responsibilities and duties of confidentiality as set out in this Agreement, on all its agents, employees, representatives, (including its engineers), accountants, bankers, financial advisers, consultants, partners, potential partner, attorneys, appraisers to whom Purchaser furnishes, discloses or permits access to any such Confidential Information.

Reports. In the event of cancellation of this Contract under the terms hereof Purchaser shall deliver to Sellers complete and accurate reports, maps, plans, analysis, opinions, correspondence and similar documents in the possession or control of Purchaser, its agents or representatives, setting forth the scope, methods or results of, or analyzing or interpreting, the investigations or inspections of the Premises, or prescribing or suggesting remedial action or mitigation measures (collectively, the "Reports") provided, however, in no event shall Reports be deemed to include any internal documents produced by the Purchaser in its analysis of the Premises or shall the production be a requirement for the Purchaser to cancel this Agreement.

Indemnity. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all claims, suits, actions, proceedings, obligations, liabilities, damages, losses, fines, penalties, costs and expenses, including reasonable attorneys fees, for or relating to (i) compensation for services rendered or to be rendered or materials supplied or to be supplied in connection with the Due Diligence, including any liens created thereby, and (ii) loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever arising out of or relating to Due Diligence.

The obligations of the Purchaser to Seller pursuant to this Article 30 shall expressly survive termination of this Agreement.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

Seller:

MIDDLETOWN & NEW JERSEY
RAILROAD, LLC

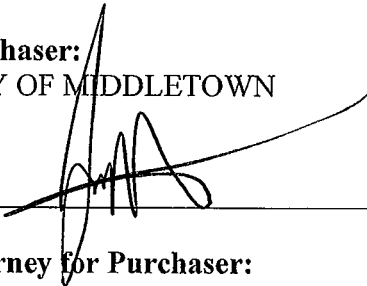
By: _____

Attorney for Seller:

William A. Frank, Esq.
Blustein, Shapiro, Frank & Barone, LLP
10 Matthews Street
Goshen, New York 10924
Telephone: (845) 291-0011
Email: wfrank@mid-hudsonlaw.com

Purchaser:

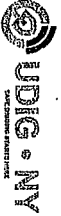
CITY OF MIDDLETOWN

By:  _____

Attorney for Purchaser:

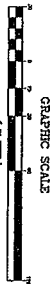
Alex Smith, Esq.
6 North Street
Middletown, New York 10940
Telephone: (845)344-4322
Email: asmith22@hvc.rr.com

COPIES FROM THE ORIGINAL OF THIS DOCUMENT NOT BE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS ISSUED. ANY SUCH USE SHALL BE CONSIDERED VIOLATION OF THE TERMS OF THE LICENSE AND SHALL BE SUBJECT TO THE PENALTIES THEREOF.



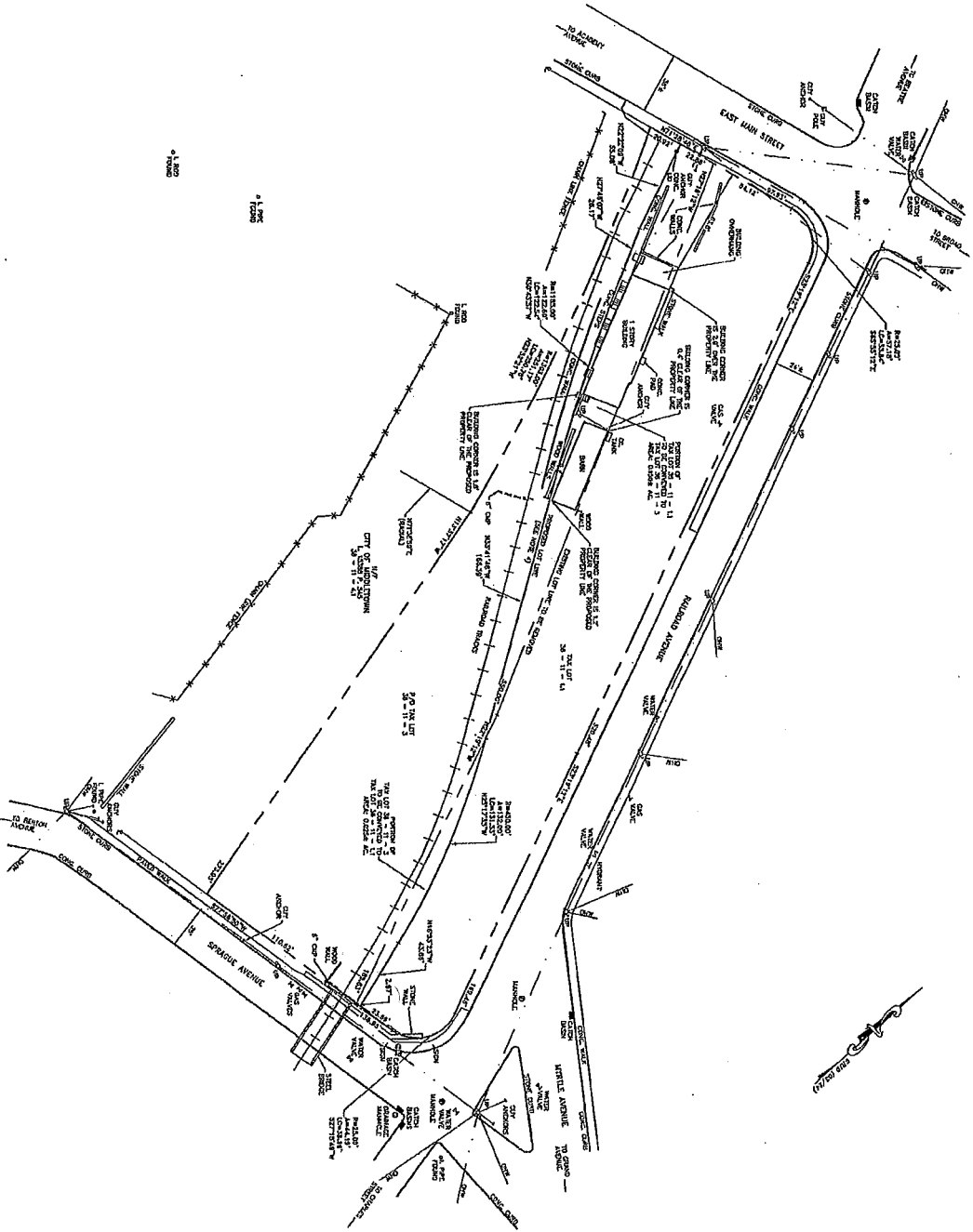
CERTIFICATION:
I, HENRY C. STACY, CLERK OF THE CITY OF MIDDLETOWN, NEW YORK, DO HEREBY CERTIFY THAT THE FOREGOING MAP WAS PREPARED BY A LICENSED SURVEYOR AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME FOR RECORD.

PLANNING & DESIGN ENGINEERING AND SURVEYING, P.C. P.O. Box 1007, Rt. 207 GAITHERSBURG, MD. 20878 (301) 284-2700		DATE: 10/1/80 SHEET: 1 OF 1
LOT LINE CHANGE MAP PREPARED FOR CITY OF MIDDLETOWN CITY OF MIDDLETOWN ORANGE COUNTY, NEW YORK		DRAWN BY: J. A. STACY CHECKED BY: J. A. STACY SCALE: 1" = 20'



1" = 20'

1" = 20'



EXISTING AREAS:

AREA	BEARING	DISTANCE	AREA	BEARING	DISTANCE
1st Lot	N 11° 11' E	1.11	2nd Lot	N 11° 11' E	1.11
3rd Lot	N 11° 11' E	1.11	4th Lot	N 11° 11' E	1.11

RECORD OWNER:
MIDDLETOWN & NEW DESIGN BUILDING LLC
505 SOUTH BROAD STREET
MIDDLETOWN, N.Y. 13440
L-28-11-1-1-1
P.O. Box 11-1-3

- NOTES:**
1. THIS SURVEY IS SUBJECT TO ANY FINDINGS OF A TITLE SEARCH.
 2. DISCREPANCIES, ENCUMBRANCES AND UTILITIES NOT VISIBLE AT THE TIME OF SURVEY HAVE NOT BEEN SHOWN.
 3. ADDITIONAL: MAP DATED MAY 1978 OF LOTS OF MIDDLETOWN PARK CITY OF MIDDLETOWN, N.Y., DATED MAY 1978, AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON JULY 6, 1981 AS MAP NO. 103, AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON JULY 6, 1981 AS MAP NO. 103, AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON JULY 6, 1981 AS MAP NO. 103.
 4. MAP DATED MAY 1978 OF LOTS OF MIDDLETOWN PARK CITY OF MIDDLETOWN, N.Y., DATED MAY 1978, AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON JULY 6, 1981 AS MAP NO. 103, AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON JULY 6, 1981 AS MAP NO. 103, AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON JULY 6, 1981 AS MAP NO. 103.

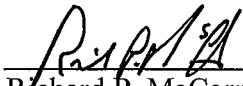


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

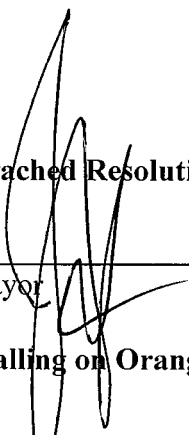
By: None
Seconded by: None
Date of Adoption: June 4, 2024
Index No:

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	X			
Ald. Jean-Francois			X	
Ald. Johnson	X			
Ald. Wray			X	
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	7		2	

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 6/5/24

Resolution Calling on Orange County Legislator Joel Sierra to Resign

WHEREAS Legislator Joel Sierra has been duly elected to represent the residents of the 20th legislative district of the County of Orange; and

WHEREAS all of the residents of said district reside in the City of Middletown; and

WHEREAS Legislator Sierra has not attended any legislative or committee meetings since March 30, 2022; and

WHEREAS this absenteeism represents a gross and moral dereliction of duty;

BE IT HEREBY RESOLVED that the members of the Common Council of the City of Middletown respectfully request that Legislator Sierra step down forthwith, allowing the Council to appoint a replacement according to county legislative rules, that residents of the 20th

legislative district can once again enjoy the representation in county government that they so richly deserve; and

BE IT FURTHER RESOLVED that the Orange County legislature consider any and all measures at their disposal to remedy the situation

Prepared by:

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Johnson
Date of Adoption: June 4, 2024
Index No:

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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. . Rodrigues	X			
Total	9			

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

Prepared by:

Attachments:

None