



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MARCH 4, 2025**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
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
 - 8.1. Good Cause Eviction
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 76-25 Authorization to Transfer \$98,100 from the General Fund Balance for HVAC System Repairs at the Paramount Theater
 - 77-25 Authorization to Enter into an Agreement with the Office of Congressmen Pat Ryan for shared Office Space at City Hall
 - 78-25 Authorization to Transfer \$2000 within the 2024 Fire Department Budget for Year End
 - 79-25 Authorization to Accept a Proposal from Clark Patterson Lee (CPL) for Engineering and Construction Services for Roof Replacement and Repair at the

Water Department Garage and Department of Public Works Garage

80-25 Authorization to Accept a Proposal from Strategem for Security Upgrades for the Paramount Theater

81-25 Authorization to Enter into an Agreement with Quadriantf or a Mailing Machine and Mail Sorting

82-25 Authorization to Amend City Code Chapter 475-30 To Provide the Planning Board with Further Discretion Regarding Renewals of Permits for Temporary Business Movable Structures.

83-25 Authorization to Award Bid for Ornamental Street Poles to Kandel Brothers

84-25 Authorization to Reppoint Ross Mastria as Deputy Commissioner of Public Works

85-25 Authorization to Reappoint Brian Smith as a Deputy Commissioner of Public Works

13. LOCAL LAWS

LL1- Local Law 1 - 2025 - Written Notice of Defect
25

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: None
Seconded by: None
Date of Adoption: March 4, 2025
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				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Good Cause Eviction

Prepared by:
Paul Johnson, Alderman

Attachments:

1.	Good Cause Eviction Language Article 7 FY 2024-25 Budget
2.	Notice of Public Hearing Good Cause Eviction

...Section 1. The real property law is amended by adding a new article

25 6-A to read as follows:

26 ARTICLE 6-A
27 GOOD CAUSE EVICTION LAW

28 Section 210. Short title.

29 211. Definitions.

30 212. Applicability in the city of New York.

31 213. Voluntary participation by local governments outside the
32 city of New York.

33 214. Covered housing accommodations.

34 215. Necessity for good cause.

35 216. Grounds for removal of tenants.

36 217. Preservation of existing requirements of law.

37 218. Waiver of rights void.

38 § 210. Short title. This article shall be cited as the "good cause
39 eviction law".

40 § 211. Definitions. 1. The term "housing accommodation", as used in
41 this article shall mean any residential premises, including any residen-
42 tial premises located within a mixed-use residential premises.

43 2. The term "landlord" as used in this article shall mean any fee
44 owner, lessor, sublessor, assignor, court appointed receiver, or any
45 other person or entity receiving or entitled to receive rent for the
46 occupancy of any housing accommodation or an agent of any of the forego-
47 ing.

48 3. (a) The term "small landlord" as used in this article shall mean a
49 landlord of no more than (i) ten units in the state, or (ii) such other
50 number of units in the state designated by local law pursuant to para-
51 graph (b) of subdivision two of section two hundred thirteen of this
52 article.

53 (b) If a landlord is a single natural person, then that landlord is a
54 small landlord if they own or are a beneficial owner of, directly or

1 indirectly, in whole or in part, no more than the number of units estab-
2 lished pursuant to paragraph (a) of this subdivision; if there is more
3 than one natural person owner, then no one person may own or be a bene-
4 ficial owner of, directly or indirectly, in whole or in part, more than
5 the number of units established pursuant to paragraph (a) of this subdivi-
6 vision.

7 (c) If a landlord is an entity, organized under the laws of this state
8 or of any other jurisdiction, then that landlord is a small landlord if
9 each natural person with a direct or indirect ownership interest in the
10 entity or any affiliated entity owns no more than the number of units
11 established pursuant to paragraph (a) of this subdivision. If an entity
12 cannot provide the names of all natural persons with a direct or indi-
13 rect ownership interest in the entity, such entity shall not qualify as
14 a small landlord.

15 4. The term "tenant" as used in this article shall mean a tenant,
16 sub-tenant, lessee, sublessee, or any other person entitled to the
17 lawful possession, use or occupancy of any housing accommodation. An
18 individual shall not be considered a tenant for the purposes of this
19 article if:

20 (a) no landlord-tenant relationship exists, as established pursuant to
21 any of the grounds set forth in section seven hundred thirteen of the
22 real property actions and proceedings law; or

23 (b) the individual is an occupant, as defined in paragraph (b) of
24 subdivision one of section two hundred thirty-five-f of this chapter,
25 who has not received the landlord's express or implied consent to use
26 the housing accommodation as their primary residence in exchange for
27 payment of rent.

28 5. The term "rent" as used in this article shall mean any consider-
29 ation, including any bonus, benefit or gratuity demanded or received for
30 or in connection with the possession, use or occupancy of housing accom-
31 modations or the execution or transfer of a lease for such housing
32 accommodations. The term "rent" shall not include any separate charges
33 for services, amenities or facilities which the tenant pays in addition
34 to rent, including but not limited to charges for fitness centers, park-
35 ing, storage, or facility rentals, provided that such charges are not
36 imposed or increased for the purposes of circumventing this article.

37 6. The term "disabled person" as used in this article shall mean a
38 person who has an impairment which results from anatomical, physiolog-
39 ical or psychological conditions, other than addiction to alcohol,
40 gambling, or any controlled substance, which are demonstrable by
41 medically acceptable clinical and laboratory diagnostic techniques, and
42 which are expected to be permanent and which substantially limit one or
43 more of such person's major life activities.

44 7. The term "inflation index" shall mean five percent plus the annual
45 percentage change in the consumer price index for all urban consumers
46 for all items as published by the United States bureau of labor statis-
47 tics for the region in which the housing accommodation is located, as
48 established for the most recent preceding calendar year as shall be
49 published by the division of housing and community renewal no later than
50 the first of August in any given year, provided further that for New
51 York city and any village, town, or city that adopts the provisions of
52 this article by local law pursuant to subdivision one of section two
53 hundred thirteen of this article in the counties of Dutchess, Nassau,
54 Orange, Putnam, Rockland, Suffolk, and Westchester, such consumer price
55 index shall be the New York-Newark-Jersey City, NY-NJ-PA consumer price
56 index, and provided further that for any other village, town, or city

1 that adopts the provisions of this article by local law pursuant to
2 subdivision one of section two hundred thirteen of this article, such
3 consumer price index shall be the Northeast Region consumer price index.

4 8. The term "local rent standard" shall mean a rent increase equal to
5 the inflation index or ten percent, whichever is lower.

6 § 212. Applicability in the city of New York. Upon the effective date
7 of this section, this article shall apply to the city of New York.

8 § 213. Voluntary participation by local governments outside the city
9 of New York. 1. Applicability. This article shall apply in any village,
10 town, or a city, other than the city of New York, that, acting through
11 its local legislative body, adopts the provisions of this article by
12 local law.

13 2. Opt-in by a village, town, or city, other than the city of New
14 York. A village, town, or city that adopts the provisions of this arti-
15 cle by local law pursuant to subdivision one of this section may:

16 (a) provide that any unit on or within a housing accommodation shall
17 be exempt from the provisions of this article if such unit has a monthly
18 rent above a percent of fair market rent, as published by the United
19 States department of housing and urban development and as shall be
20 published for each county in the state by the division of housing and
21 community renewal pursuant to subdivision fifteen of section two hundred
22 fourteen of this article, that shall be established in the local law
23 adopted pursuant to subdivision one of this section, provided that if
24 such local law does not establish such percent of fair market rent, any
25 unit on or within a housing accommodation with a monthly rent greater
26 than two hundred forty-five percent of such fair market rent shall be
27 exempt from the provisions of this article; and/or

28 (b) define "small landlord" as a landlord of no more than any number
29 of units in the state that the village, town, or city enacts by local
30 law, provided that if such local law does not define "small landlord," a
31 "small landlord" shall mean a landlord of no more than ten units in the
32 state.

33 3. Notwithstanding the foregoing provisions of this section, if a town
34 and a village within such town both adopt the provisions of this article
35 by local law pursuant to subdivision one of this section, the local law
36 adopted by such town shall not apply within the territorial limits of a
37 village within such town.

38 4. Nothing in this section shall permit a village, town, or city to
39 which this article applies to preempt or alter the terms and provisions
40 of this article within such village, town or city.

41 5. Within thirty days of receipt of a local law adopted pursuant to
42 subdivision one of this section, and filed with the department of state
43 pursuant to section twenty-seven of the municipal home rule law, the
44 department of state shall notify the division of housing and community
45 renewal of such adoption.

46 6. The division of housing and community renewal shall include in the
47 annual publication required pursuant to subdivision seven of section two
48 hundred eleven of this article a list including any village, town, or
49 city, other than the city of New York, as to which the division of hous-
50 ing and community renewal has received the notice from the department of
51 state required pursuant to subdivision five of this section indicating
52 that such village, town, or city has adopted a local law pursuant to
53 subdivision one of this section to apply the provisions of this article
54 within such village, town, or city. Such list shall include the name of
55 each village, town, or city that has adopted such a local law, the
56 applicable fair market rent threshold within such village, town, or city.

1 for exemption from the provisions of this article established pursuant
2 to paragraph (a) of subdivision two of this section, and the applicable
3 definition of small landlord within such village, town, or city estab-
4 lished pursuant to paragraph (b) of subdivision two of this section.

5 § 214. Covered housing accommodations. Where this article applies, it
6 shall apply to all housing accommodations except a:

7 1. premises owned by a small landlord provided that in connection with
8 any eviction proceeding in which the landlord claims an exemption from
9 the provisions of this article on the basis of being a small landlord,
10 such landlord shall provide to the tenant or tenants subject to the
11 proceeding the name of each natural person who owns or is a beneficial
12 owner of, directly or indirectly, in whole or in part, the housing
13 accommodation at issue in the proceeding, the number of units owned,
14 jointly or separately, by each such natural person owner, and the
15 addresses of any such units, excluding each natural person owner's prin-
16 cipal residence; provided further that if the landlord is an entity,
17 organized under the laws of this state or of any other jurisdiction,
18 then such landlord shall provide to the tenant or tenants subject to the
19 proceeding the name of each natural person with a direct or indirect
20 ownership interest in such entity or any affiliated entity, the number
21 of units owned, jointly or separately, by each such natural person
22 owner, and the addresses of any such units, excluding each natural
23 person owner's principal residence;

24 2. owner-occupied housing accommodation with no more than ten units;

25 3. unit on or within a housing accommodation where such unit is sublet
26 pursuant to section two hundred twenty-six-b of this chapter, or other-
27 wise, where the sublessor seeks in good faith to recover possession of
28 such housing accommodation for their own personal use and occupancy;

29 4. unit on or within a housing accommodation where the possession, use
30 or occupancy of which is solely incident to employment and such employ-
31 ment is being or has been lawfully terminated;

32 5. unit on or within a housing accommodation where such unit is other-
33 wise subject to regulation of rents or evictions pursuant to local,
34 state or federal law, rule, or regulation;

35 6. unit on or within a housing accommodation where such unit must be
36 affordable to tenants at a specific income level pursuant to statute,
37 regulation, restrictive declaration, or pursuant to a regulatory agree-
38 ment with a local, state, or federal government entity;

39 7. unit on or within a housing accommodation owned as a condominium or
40 cooperative, or a unit on or within a housing accommodation subject to
41 an offering plan submitted to the office of the attorney general,
42 provided that nothing herein shall abrogate or otherwise limit any
43 rights or obligations a tenant residing in a unit within a condominium
44 or cooperative or a purchaser, owner, or offeror of a condominium or
45 cooperative unit has pursuant to any other state law;

46 8. housing accommodation for which a temporary or permanent certif-
47 icate of occupancy was issued on or after the first of January, two
48 thousand nine, for a period of time of thirty years following issuance
49 of such certificate;

50 9. unit on or within a housing accommodation that qualifies as a
51 seasonal use dwelling unit pursuant to subdivisions four and five of
52 section 7-108 of the general obligations law;

53 10. housing accommodation in a hospital as defined in subdivision one
54 of section twenty-eight hundred one of the public health law, continuing
55 care retirement community licensed pursuant to article forty-six or
56 forty-six-A of the public health law, assisted living residence licensed

1 pursuant to article forty-six-B of the public health law, adult care
2 facility licensed pursuant to article seven of the social services law,
3 senior residential community that have submitted an offering plan to the
4 attorney general, and not-for-profit independent retirement community
5 that offer personal emergency response, housekeeping, transportation and
6 meals to their residents;

7 11. manufactured home located on or in a manufactured home park as
8 defined in section two hundred thirty-three of the real property law;

9 12. hotel room or other transient use covered by the definition of a
10 class B multiple dwelling under subdivision nine of section four of the
11 multiple dwelling law, regardless of whether such use is located in a
12 jurisdiction in which the multiple dwelling law applies;

13 13. dormitory owned and operated by an institution of higher education
14 or a kindergarten and grades 1 to 12, inclusive, school;

15 14. housing accommodation within and for use by a religious facility
16 or institution; and

17 15. unit on or within a housing accommodation where the monthly rent
18 is greater than the percent of fair market rent established pursuant to
19 paragraph (a) of subdivision two of section two hundred thirteen of this
20 article in a local law of a village, town, or city, other than the city
21 of New York, adopting the provisions of this article pursuant to subdi-
22 vision one of section two hundred thirteen of this article, or two
23 hundred forty-five percent of the fair market rent, provided that fair
24 market rent shall refer to the figure published by the United States
25 department of housing and urban development, for the county in which the
26 housing accommodation is located, as shall be published by the division
27 of housing and community renewal no later than the first of August in
28 any given year. The division of housing and community renewal shall
29 publish the fair market rent and two hundred forty-five percent of the
30 fair market rent for each unit type for which such fair market rent is
31 published by the United States department of housing and urban develop-
32 ment for each county in New York state in the annual publication
33 required pursuant to subdivision seven of section two hundred eleven of
34 this article.

35 § 215. Necessity for good cause. No landlord shall, by action to evict
36 or to recover possession, by exclusion from possession, by failure to
37 renew any lease, or otherwise, remove any tenant from housing accommo-
38 dations covered by section two hundred fourteen of this article except
39 for good cause as defined in section two hundred sixteen of this arti-
40 cle.

41 § 216. Grounds for removal of tenants. 1. No landlord shall remove a
42 tenant from any housing accommodation covered by section two hundred
43 fourteen of this article, or attempt such removal or exclusion from
44 possession, notwithstanding that the tenant has no written lease or that
45 the lease or other rental agreement has expired or otherwise terminated,
46 except upon order of a court of competent jurisdiction entered in an
47 appropriate judicial action or proceeding in which the petitioner or
48 plaintiff has established one of the following grounds as good cause for
49 removal or eviction:

50 (a) (i) The tenant has failed to pay rent due and owing, provided
51 however that the rent due and owing, or any part thereof, did not result
52 from a rent increase which is unreasonable. In determining whether all
53 or part of the rent due and owing is the result of an unreasonable rent
54 increase, it shall be a rebuttable presumption that the rent for a
55 dwelling not protected by rent regulation is unreasonable if said rent
56 has been increased in any calendar year, after the effective date of

1 this article, or after the effective date of the local law in any
2 village, town, or city that enacts such local law to apply this article
3 to such village, town, or city pursuant to subdivision one of section
4 two hundred thirteen of this article, by an amount greater than the
5 local rent standard, provided further that no rent increase less than or
6 equal to the local rent standard shall be deemed unreasonable.

7 (ii) Whenever a court considers whether a rent increase is unreason-
8 able, the court may consider all relevant facts, including but not
9 limited to a landlord's costs for fuel and other utilities, insurance,
10 and maintenance; but in all cases, the court shall consider the land-
11 lord's property tax expenses and any recent increases thereto; such
12 relevant facts also shall include whether the landlord, other than in
13 circumstances governed by paragraph (d) of this subdivision, seeks in
14 good faith to raise the rent upon a renewal lease to reflect completed
15 significant repairs to the housing accommodation, or to any other part
16 of the building or real property in which the housing accommodation is
17 located, provided that the landlord can establish that the repairs
18 constituted significant repairs and that such repairs did not result
19 from the landlord's failure to properly maintain the building or housing
20 accommodation, and provided further that for the purposes of this
21 subparagraph, "significantly repair" means the replacement or substan-
22 tial modification of any structural, electrical, plumbing, or mechanical
23 system that requires a permit from a governmental agency, or abatement
24 of hazardous materials, including lead-based paint, mold, or asbestos in
25 accordance with applicable federal, state, and local laws, and provided
26 further cosmetic improvements alone, including painting, decorating, and
27 minor repairs, do not qualify as significant repairs;

28 (b) The tenant is violating a substantial obligation of their tenancy
29 or breaching any of the landlord's rules and regulations governing said
30 premises, other than the obligation to surrender possession, and has
31 failed to cure such violation after written notice that the violation
32 cease within ten days of receipt of such written notice, provided howev-
33 er, that the obligation of tenancy for which violation is claimed was
34 not imposed for the purpose of circumventing the intent of this article
35 and provided such rules or regulations are reasonable and have been
36 accepted in writing by the tenant or made a part of the lease at the
37 beginning of the lease term;

38 (c) The tenant is committing or permitting a nuisance in such housing
39 accommodation, or elsewhere in the building or on the real property in
40 which the housing accommodation is located, or is maliciously or by
41 reason of gross negligence substantially damaging the housing accommo-
42 dation, or causing substantial damage elsewhere in the building or on
43 the real property in which the housing accommodation is located; or the
44 tenant's conduct is such as to interfere with the comfort and safety of
45 the landlord or other tenants or occupants of the same or another adja-
46 cent building or structure;

47 (d) Occupancy of the housing accommodation by the tenant is in
48 violation of or causes a violation of law and the landlord is subject to
49 civil or criminal penalties therefor; provided however that an agency of
50 the state or municipality having jurisdiction has issued an order
51 requiring the tenant to vacate the housing accommodation. No tenant
52 shall be removed from possession of a housing accommodation on such
53 ground unless the court finds that the cure of the violation of law
54 requires the removal of the tenant and that the landlord did not through
55 neglect or deliberate action or failure to act create the condition
56 necessitating the vacate order. In instances where the landlord does not

1 undertake to cure conditions of the housing accommodation causing such
2 violation of the law, the tenant shall have the right to pay or secure
3 payment in a manner satisfactory to the court, to cure such violation
4 provided that any tenant expenditures shall be applied against rent to
5 which the landlord is entitled. In instances where removal of a tenant
6 is absolutely essential to such tenant's health and safety, the removal
7 of the tenant shall be without prejudice to any leasehold interest or
8 other right of occupancy the tenant may have and the tenant shall be
9 entitled to resume possession at such time as the dangerous conditions
10 have been removed. Nothing herein shall abrogate or otherwise limit the
11 right of a tenant to bring an action for monetary damages against the
12 landlord or to otherwise compel compliance by the landlord with all
13 applicable state or municipal housing codes;

14 (e) The tenant is using or permitting the housing accommodation, or
15 elsewhere in the building or on the real property in which the housing
16 accommodation is located, to be used for an illegal purpose;

17 (f) The tenant has unreasonably refused the landlord access to the
18 housing accommodation for the purpose of making necessary repairs or
19 improvements required by law or for the purpose of showing the housing
20 accommodation to a prospective purchaser, mortgagee or other person
21 having a legitimate interest therein;

22 (g) The landlord seeks in good faith to recover possession of a hous-
23 ing accommodation for the landlord's own personal use and occupancy as
24 the landlord's principal residence, or the personal use and occupancy as
25 principal residence of the landlord's spouse, domestic partner, child,
26 stepchild, parent, step-parent, sibling, grandparent, grandchild,
27 parent-in-law or sibling-in-law, when no other suitable housing accommo-
28 dation in such building is available, provided that no judgment in favor
29 of the landlord may be granted pursuant to this paragraph unless the
30 landlord establishes good faith to recover possession of a housing
31 accommodation for the landlord's own personal use and occupancy as the
32 landlord's principal residence, or the personal use and occupancy as a
33 principal residence of the landlord's spouse, domestic partner, child,
34 stepchild, parent, step-parent, sibling, grandparent, grandchild,
35 parent-in-law or sibling-in-law, by clear and convincing evidence. This
36 paragraph shall not apply to a housing accommodation occupied by a
37 tenant who is sixty-five years of age or older or who is a disabled
38 person;

39 (h) The landlord in good faith seeks to demolish the housing accommo-
40 dation, provided that no judgment in favor of the landlord may be grant-
41 ed pursuant to this paragraph unless the landlord establishes good faith
42 to demolish the housing accommodation by clear and convincing evidence;

43 (i) The landlord seeks in good faith to withdraw a housing accommo-
44 dation from the housing rental market, provided that no judgment in
45 favor of the landlord may be granted pursuant to this paragraph unless
46 the landlord establishes good faith to withdraw the housing accommo-
47 dation from the housing rental market by clear and convincing evidence;
48 or

49 (j) The tenant fails to agree to reasonable changes to a lease at
50 renewal, including increases in rent that are not unreasonable as
51 defined in paragraph (a) of this subdivision, as long as written notice
52 of the changes to the lease were provided to the tenant at least thirty
53 days, but no more than ninety days, prior to the expiration of the
54 current lease.

55 2. A tenant required to surrender a housing accommodation by virtue of
56 the operation of paragraph (g), (h), or (i) of subdivision one of this

1 section shall have a cause of action in any court of competent jurisdic-
2 tion for damages, declaratory, and injunctive relief against a landlord
3 or purchaser of the premises who makes a fraudulent statement regarding
4 a proposed use, removal from the rental housing market, or demolition of
5 the housing accommodation. In any action or proceeding brought pursuant
6 to this subdivision a prevailing tenant shall be entitled to recovery of
7 actual damages, and reasonable attorneys' fees. Except as provided in
8 this subdivision, nothing in this article shall create a civil claim or
9 cause of action by a tenant against a landlord.

10 3. Nothing in this section shall abrogate or limit the tenant's right
11 pursuant to section seven hundred fifty-one of the real property actions
12 and proceedings law to permanently stay the issuance or execution of a
13 warrant or eviction in a summary proceeding, whether characterized as a
14 nonpayment, objectionable tenancy, or holdover proceeding, the underly-
15 ing basis of which is the nonpayment of rent, so long as the tenant
16 complies with the procedural requirements of section seven hundred
17 fifty-one of the real property actions and proceedings law where appli-
18 cable.

19 § 217. Preservation of existing requirements of law. No action shall
20 be maintainable and no judgment of possession shall be entered for hous-
21 ing accommodations pursuant to section two hundred sixteen of this arti-
22 cle, unless the landlord has complied with any and all applicable laws
23 governing such action or proceeding and has complied with any and all
24 applicable laws governing notice to tenants, including without limita-
25 tion the manner and the time of service of such notice and the contents
26 of such notice.

27 § 218. Waiver of rights void. Any agreement by a tenant heretofore or
28 hereinafter entered into in a written lease or other rental agreement
29 waiving or modifying their rights as set forth in this article shall be
30 void as contrary to public policy.

31 § 2. Paragraph (a) of subdivision 1 of section 226-c of the real prop-
32 erty law, as amended by chapter 789 of the laws of 2021, is amended to
33 read as follows:

34 (a) Whenever a landlord intends to offer to renew the tenancy of an
35 occupant in a residential dwelling unit with a rent increase equal to or
36 greater than five percent above the current rent, or the landlord does
37 not intend to renew the tenancy, the landlord shall provide written
38 notice as required in subdivision two of this section. The notice shall
39 append or contain the notice required pursuant to section two hundred
40 thirty-one-c of this article, which shall state the following: (i) if
41 the unit is or is not subject to article six-A of this chapter, the
42 "good cause eviction law", and if the unit is exempt, such notice shall
43 state why the unit is exempt from such law; (ii) if the landlord is not
44 renewing the lease for a unit subject to article six-A of this chapter,
45 the lawful basis for such non-renewal; and (iii) if the landlord is
46 increasing the rent upon an existing lease of a unit subject to article
47 six-A of this chapter above the applicable local rent standard, as
48 defined in subdivision eight of section two hundred eleven of this chap-
49 ter, the justification for such increase. If the landlord fails to
50 provide timely notice, the occupant's lawful tenancy shall continue
51 under the existing terms of the tenancy from the date on which the land-
52 lord gave actual written notice until the notice period has expired,
53 notwithstanding any provision of a lease or other tenancy agreement to
54 the contrary.

55 § 3. The real property law is amended by adding a new section 231-c to
56 read as follows:

S. 8306--C

116

A. 8806--C

§ 231-c. Good cause eviction law notice. 1. A landlord as defined in subdivision two of section two hundred eleven of this chapter shall append to or incorporate into any initial lease, renewal lease, notice required pursuant to paragraph (a) of subdivision one of section two hundred twenty-six-c of this article, notice required pursuant to subdivision two of section seven hundred eleven of the real property actions and proceedings law, or petition pursuant to section seven hundred forty one of the real property actions and proceedings law, the following notice:

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD).

UNIT INFORMATION

STREET:

UNIT OR APARTMENT NUMBER:

CITY/TOWN/VILLAGE:

STATE:

ZIP CODE:

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

YES _____

NO _____

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law _____;

B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to

1 the tenant or tenants subject to the proceeding the name of each natural
2 person who owns or is a beneficial owner of, directly or indirectly, in
3 whole or in part, the housing accommodation at issue in the proceeding,
4 the number of units owned, jointly or separately, by each such natural
5 person owner, and the addresses of any such units, excluding each
6 natural person owner's principal residence. If the landlord is an enti-
7 ty, organized under the laws of this state or of any other jurisdiction,
8 then such landlord shall provide to the tenant or tenants subject to the
9 proceeding the name of each natural person with a direct or indirect
10 ownership interest in such entity or any affiliated entity, the number
11 of units owned, jointly or separately, by each such natural person
12 owner, and the addresses of any such units, excluding each natural
13 person owner's principal residence (exemption under subdivision 1 of
14 section 214 of the Real Property Law)____;

15 C. Unit is located in an owner-occupied housing accommodation with no
16 more than 10 units (exemption under subdivision 2 of section 214 of the
17 Real Property Law)____;

18 D. Unit is subject to regulation of rents or evictions pursuant to
19 local, state, or federal law (exemption under subdivision 5 of section
20 214 of the Real Property Law)____;

21 E. Unit must be affordable to tenants at a specific income level pursu-
22 ant to statute, regulation, restrictive declaration, or pursuant to a
23 regulatory agreement with a local, state, or federal government entity
24 (exemption under subdivision 6 of section 214 of the Real Property Law)
25 ____;

26 F. Unit is on or within a housing accommodation owned as a condominium
27 or cooperative, or unit is on or within a housing accommodation subject
28 to an offering plan submitted to the office of the attorney general
29 (exemption under subdivision 7 of section 214 of the Real Property Law)
30 ____;

31 G. Unit is in a housing accommodation that was issued a temporary or
32 permanent certificate of occupancy within the past 30 years (only if
33 building received the certificate on or after January 1st, 2009)
34 (exemption under subdivision 8 of section 214 of the Real Property Law)
35 ____;

36 H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of
37 section 7-108 of the General Obligations Law (exemption under subdivi-
38 sion 9 of section 214 of the Real Property Law)____;

39 I. Unit is in a hospital as defined in subdivision 1 of section 2801 of
40 the Public Health Law, continuing care retirement community licensed
41 pursuant to Article 46 or 46-A of the Public Health Law, assisted living
42 residence licensed pursuant to Article 46-B of the Public Health Law,
43 adult care facility licensed pursuant to Article 7 of the Social
44 Services Law, senior residential community that has submitted an offer-
45 ing plan to the attorney general, or not-for-profit independent retire-
46 ment community that offers personal emergency response, housekeeping,
47 transportation and meals to their residents (exemption under subdivision
48 10 of section 214 of the Real Property Law)____;

49 J. Unit is a manufactured home located on or in a manufactured home park
50 as defined in section 233 of the Real Property Law (exemption under
51 subdivision 11 of section 214 of the Real Property Law)____;

52 K. Unit is a hotel room or other transient use covered by the definition
53 of a class B multiple dwelling under subdivision 9 of section 4 of the
54 Multiple Dwelling Law (exemption under subdivision 12 of section 214 of
55 the Real Property Law)____;

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A. 8806--C

1 L. Unit is a dormitory owned and operated by an institution of higher
2 education or a school (exemption under subdivision 13 of section 214 of
3 the Real Property Law)___;

4 M. Unit is within and for use by a religious facility or institution
5 (exemption under subdivision 14 of section 214 of the Real Property Law)
6 ___;

7 N. Unit has a monthly rent that is greater than the percent of fair
8 market rent established in a local law of a village, town, or city,
9 other than New York City, adopting the provisions of Article 6-A of the
10 Real Property Law, known as the New York Good Cause Eviction Law, or 245
11 percent of the fair market rent, as applicable. Fair market rent refers
12 to the figure published by the United States Department of Housing and
13 Urban Development, for the county in which the housing accommodation is
14 located, as shall be published by the Division of Housing and Community
15 Renewal no later than August 1st in any given year. The Division of
16 Housing and Community Renewal shall publish the fair market rent and 245
17 percent of the fair market rent for each unit type for which such fair
18 market rent is published by the United States Department of Housing and
19 Urban Development for each county in New York State in the annual publi-
20 cation required pursuant to subdivision 7 of section 211 of the Real
21 Property Law (exemption under subdivision 15 of section 214 of the Real
22 Property Law)___;

23 3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW,
24 KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE
25 SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE
26 THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE
27 LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR
28 PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presump-
29 tively unreasonable if the increase from the prior rent is greater than
30 the lower of: (a) 5 percent plus the annual percentage change in the
31 consumer price index for all urban consumers for all items as published
32 by the United States Bureau of Labor Statistics for the region in which
33 the housing accommodation is located, as published not later than August
34 1st of each year by the Division of Housing and Community Renewal; or
35 (b) 10 percent.) (PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

36 A. The rent is not being increased above the threshold for presumptively
37 unreasonable rent increases described above: ___;

38 B. The rent is being increased above the threshold for presumptively
39 unreasonable rent increases described above: ___;

40 B-1: If the rent is being increased above the threshold for presump-
41 tively unreasonable rent increases described above, what is the justifica-
42 tion for the increase:

43 _____
44 _____
45 _____
46 _____

47 4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW,
48 KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE
49 SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE,
50 WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL
51 APPLICABLE REASONS)

52 A. This unit is exempt from Article 6-A of the Real Property Law, known
53 as the New York State Good Cause Eviction Law, for the reasons stated in
54 response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER
55 ANSWERS TO THIS QUESTION SHOULD BE CHECKED): ___;

1 B. The tenant is receiving this notice in connection with a first lease
2 or a renewal lease, so the landlord does not need to check any of the
3 lawful reasons listed below for not renewing a lease under Article 6-A
4 of the Real Property Law, known as the New York State Good Cause
5 Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUES-
6 TION SHOULD BE CHECKED)_____;

7 C. The landlord is not renewing the lease because the unit is sublet and
8 the sublessor seeks in good faith to recover possession of the unit for
9 their own personal use and occupancy (exemption under subdivision 3 of
10 section 214 of the Real Property Law):_____;

11 D. The landlord is not renewing the lease because the possession, use or
12 occupancy of the unit is solely incident to employment and the employ-
13 ment is being or has been lawfully terminated (exemption under subdivi-
14 sion 4 of section 214 of the Real Property Law):_____;

15 E. The landlord is not renewing the lease because the tenant has failed
16 to pay rent due and owing, and the rent due or owing, or any part there-
17 of, did not result from a rent increase which is unreasonable. A rent
18 increase is presumptively unreasonable if the increase from the prior
19 rent is greater than the lower of: (a) 5 percent plus the annual
20 percentage change in the consumer price index for all urban consumers
21 for all items as published by the United States Bureau of Labor Statis-
22 tics for the region in which the housing accommodation is located, as
23 published not later than August 1st of each year by the Division of
24 Housing and Community Renewal; or (b) 10 percent (good cause for
25 eviction under paragraph a of subdivision 1 of section 216 of the Real
26 Property Law):_____;

27 F. The landlord is not renewing the lease because the tenant is violat-
28 ing a substantial obligation of their tenancy or breaching any of the
29 landlord's rules and regulations governing the premises, other than the
30 obligation to surrender possession of the premises, and the tenant has
31 failed to cure the violation after written notice that the violation
32 must cease within 10 days of receipt of the written notice. For this
33 good cause to apply, the obligation the tenant violated cannot be an
34 obligation that was imposed for the purpose of circumventing the intent
35 of Article 6-A of the Real Property Law, known as the New York State
36 Good Cause Eviction Law. The landlord's rules or regulations that the
37 tenant has violated also must be reasonable and have been accepted in
38 writing by the tenant or made a part of the lease at the beginning of
39 the lease term (good cause for eviction under paragraph b of subdivision
40 1 of section 216 of the Real Property Law):_____;

41 G. The landlord is not renewing the lease because the tenant is either
42 (a) committing or permitting a nuisance on the unit or the premises; (b)
43 maliciously or grossly negligently causing substantial damage to the
44 unit or the premises; (c) interfering with the landlord's, another
45 tenant's, or occupants of the same or an adjacent building or struc-
46 ture's comfort and safety (good cause for eviction under paragraph c of
47 subdivision 1 of section 216 of the Real Property Law):_____;

48 H. The landlord is not renewing the lease because the tenant's occupancy
49 of the unit violates law and the landlord is subject to civil or crimi-
50 nal penalties for continuing to let the tenant occupy the unit. For this
51 good cause to apply, a state or municipal agency having jurisdiction
52 must have issued an order requiring the tenant to vacate the unit. No
53 tenant shall be removed from possession of a unit on this basis unless
54 the court finds that the cure of the violation of law requires the
55 removal of the tenant and that the landlord did not, through neglect or
56 deliberate action or failure to act, create the condition necessitating

1 the vacate order. If the landlord does not try to cure the conditions
2 causing the violation of the law, the tenant has the right to pay or
3 secure payment, in a manner satisfactory to the court, to cure the
4 violation. Any tenant expenditures to cure the violation shall be
5 applied against rent owed to the landlord. Even if removal of a tenant
6 is absolutely essential to the tenant's health and safety, the tenant
7 shall be entitled to resume possession at such time as the dangerous
8 conditions have been removed. The tenant also retains the right to
9 bring an action for monetary damages against the landlord or to other-
10 wise compel the landlord to comply with all applicable state or municipi-
11 pal housing codes (good cause for eviction under paragraph d of subdivi-
12 sion 1 of section 216 of the Real Property Law): ____;

13 I. The landlord is not renewing the lease because the tenant is using or
14 permitting the unit or premises to be used for an illegal purpose (good
15 cause for eviction under paragraph e of subdivision 1 of section 216 of
16 the Real Property Law): ____;

17 J. The landlord is not renewing the lease because the tenant has unrea-
18 sonably refused the landlord access to the unit for the purposes of
19 making necessary repairs or improvements required by law or for the
20 purposes of showing the premises to a prospective purchaser, mortgagee,
21 or other person with a legitimate interest in the premises (good cause
22 for eviction under paragraph f of subdivision 1 of section 216 of the
23 Real Property Law): ____;

24 K. The landlord is not renewing the lease because the landlord seeks in
25 good faith to recover possession of the unit for the landlord's personal
26 use and occupancy as the landlord's principal residence, or for the
27 personal use and occupancy as a principal residence by the landlord's
28 spouse, domestic partner, child, stepchild, parent, step-parent,
29 sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The
30 landlord can only recover the unit for these purposes if there is no
31 other suitable housing accommodation in the building that is available.
32 Under no circumstances can the landlord recover the unit for these
33 purposes if the tenant is (a) 65 years old or older; or (b) a "disabled
34 person" as defined in subdivision 6 of section 211 of the Real Property
35 Law. To establish this good cause in an eviction proceeding, the land-
36 lord must establish good faith to recover possession of a housing accom-
37 modation for the uses described herein by clear and convincing evidence
38 (good cause for eviction under paragraph g of subdivision 1 of section
39 216 of the Real Property Law): ____;

40 L. The landlord is not renewing the lease because the landlord in good
41 faith seeks to demolish the housing accommodation. To establish this
42 good cause in an eviction proceeding, the landlord must establish good
43 faith to demolish the housing accommodation by clear and convincing
44 evidence (good cause for eviction under paragraph h of subdivision 1 of
45 section 216 of the Real Property Law): ____;

46 M. The landlord is not renewing the lease because the landlord seeks in
47 good faith to withdraw the unit from the housing rental market. To
48 establish this good cause in an eviction proceeding, the landlord must
49 establish good faith to withdraw the unit from the rental housing market
50 by clear and convincing evidence (good cause for eviction under para-
51 graph i of subdivision 1 of section 216 of the Real Property Law): ____;

52 N. The landlord is not renewing the lease because the tenant has failed
53 to agree to reasonable changes at lease renewal, including reasonable
54 increases in rent, and the landlord gave written notice of the changes
55 to the lease to the tenant at least 30 days, but no more than 90 days,
56 before the current lease expired. A rent increase is presumptively

1 unreasonable if the increase from the prior rent is greater than the
2 lower of: (a) 5 percent plus the annual percentage change in the consum-
3 er price index for all urban consumers for all items as published by the
4 United States Bureau of Labor Statistics for the region in which the
5 housing accommodation is located, as published by August 1st of each
6 year by the Division of Housing and Community Renewal; or (b) 10 percent
7 (good cause for eviction under paragraph j of subdivision 1 of section
8 216 of the Real Property Law): .

9 § 4. Subdivision 2 of section 711 of the real property actions and
10 proceedings law, as amended by section 12 of part M of chapter 36 of the
11 laws of 2019, is amended to read as follows:

12 2. The tenant has defaulted in the payment of rent, pursuant to the
13 agreement under which the premises are held, and a written demand of the
14 rent has been made with at least fourteen days' notice requiring, in the
15 alternative, the payment of the rent, or the possession of the premises,
16 has been served upon ~~him~~ the tenant as prescribed in section seven
17 hundred thirty-five of this article. The fourteen-day notice shall
18 append or contain the notice required pursuant to section two hundred
19 thirty-one-c of the real property law, which shall state the following:
20 (i) if the premises are or are not subject to article six-A of the real
21 property law, the "good cause eviction law", and if the premises are
22 exempt, such notice shall state why the premises are exempt from such
23 law; (ii) if the landlord is not renewing the lease for a unit subject
24 to article six-A of the real property law, the lawful basis for such
25 non-renewal; and (iii) if the landlord is increasing the rent upon an
26 existing lease of a unit subject to article six-A of the real property
27 law above the applicable local rent standard, as defined in subdivision
28 eight of section two hundred eleven of the real property law, the justi-
29 fication for such increase. Any person succeeding to the landlord's
30 interest in the premises may proceed under this subdivision for rent due
31 ~~his~~ such person's predecessor in interest if ~~he has~~ such person has
32 a right thereto. Where a tenant dies during the term of the lease and
33 rent due has not been paid and the apartment is occupied by a person
34 with a claim to possession, a proceeding may be commenced naming the
35 occupants of the apartment seeking a possessory judgment only as against
36 the estate. Entry of such a judgment shall be without prejudice to the
37 possessory claims of the occupants, and any warrant issued shall not be
38 effective as against the occupants.

39 § 5. Section 741 of the real property actions and proceedings law is
40 amended by adding two new subdivisions 5-a and 5-b to read as follows:

41 5-a. Append or incorporate the notice required pursuant to section
42 two hundred thirty-one-c of the real property law, which shall state the
43 following: (i) if the premises are or are not subject to article six-A
44 of the real property law, the "good cause eviction law", and if the
45 premises are exempt, such petition shall state why the premises are
46 exempt from such law; (ii) if the landlord is not renewing the lease for
47 a unit subject to article six-A of the real property law, the lawful
48 basis for such non-renewal; and (iii) if the landlord is increasing the
49 rent upon an existing lease of a unit subject to article six-A of the
50 real property law above the applicable local rent standard, as defined
51 in subdivision eight of section two hundred eleven of the real property
52 law, the justification for such increase.

53 5-b. If the petitioner claims exemption from the provisions of article
54 six-A of the real property law pursuant to subdivision one of section
55 two hundred fourteen of the real property law, append or incorporate the

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1 information required pursuant to subdivision one of section two hundred
2 fourteen of the real property law.

3 § 6. Severability. If any provision of this act, or any application of
4 any provision of this act, is held to be invalid, that shall not affect
5 the validity or effectiveness of any other provision of this act, or of
6 any other application of any provision of this act, which can be given
7 effect without that provision or application; and to that end, the
8 provisions and applications of this act are severable.

9 § 7. This act shall take effect immediately and shall apply to actions
10 and proceedings commenced on or after such effective date; provided,
11 however, that:

12 (a) sections two, three, four, and five of this act shall take effect
13 on the one hundred twentieth day after this act shall have become a law;

14 (b) this act shall expire and be deemed repealed on June 15, 2034; and

15 (c) any local law as may be enacted pursuant to subdivision 1 of 213
16 of article 6-A of the real property law established by section one of
17 this act shall remain in full force and effect only until June 15, 2034.

18 Effective immediately, the addition, amendment, and/or repeal of any
19 rule or regulation necessary for the implementation of this act on its
20 effective date are authorized to be made and completed on or before such
21 date.

...

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, March 4, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear all persons wishing to be heard on proposed legislation regarding Good Cause Eviction.

All persons wishing to be heard will be given an opportunity to speak either for or against the proposed Good Cause Eviction legislation.

The complete legislation is available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

For any person unable to participate at the time of the public hearing, email comments may be submitted in advance to rmccormack@middletownny.gov

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 2/28/25
City Website



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 76-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Transfer \$98,100 from the General Fund Balance for HVAC System Repairs at the Paramount Theater

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 \$98,100, in the following manner, HVAC repairs at the Paramount Theater.

FROM	TO	AMOUNT
General Fund Balance	A.1620.470	\$98,100.00
	Repairs to Building	

Val Bruni Plumbing & Heating will complete the proposed HVAC work needed at the Paramount Theater in the backstage area.

Prepared by:

Jacob Tawil

Attachments:

1.	BOE MEMO- PARAMOUNT HVAC WORK
----	-------------------------------

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: February 21, 2025

To: Honorable Mayor DeStefano, Members of the Board of Estimate
and Apportionment, Members of the Common Council

Cc: Leonora Liz, Treasurer and Richard McCormack,
City Clerk

From: Jacob Tawil, Commissioner of Public Works 

Re: Quote for HVAC Services for Paramount Theatre- Back Stage Area

Greetings,

We are respectfully requesting the approval of the enclosed quote to hire Val Bruni Plumbing & Heating to complete the proposed HVAC work needed at the Paramount Theatre in the backstage area. This is not a budgeted item and will require a transfer of funds from the General Fund balance.

FROM	AMOUNT	TO
General Fund	\$98,100.00	A.1620.470 Repairs to Buildings

Thank you.

Val Bruni Plumbing and Heating Inc.

PO Box 864
25-1/2 Webb Road
Middletown, NY 10940

Voice: 845-342-4356

Fax: 845-342-4359

QUOTATION

Quote Number: 1075-Q57356

Quote Date: Feb 4, 2025

Page: 1

Quoted To:

CITY OF MIDDLETOWN
16 JAMES ST
MIDDLETOWN, NY 10940

Job Location:

PARAMOUNT: BACKSTAGE-DRESSING
17 SOUTH ST.
MIDDLETOWN, NY 10940

Customer ID

MDTN CITY - 1075

Good Thru

3/6/25

Payment Terms

Net 5 Days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Item Qty	Description	Price Each	Amount
	A NEW HVAC LAYOUT TO SERVICE THE BACKSTAGE AND DRESSING ROOM AREAS: AT THE PRESENT TIME, ALL AC EQUIPMENT IS NO LONGER OPERABLE. PROPOSE THE FOLLOWING: REMOVE AND DISCARD ALL EXISTING FURNACES IN THE PIT AREA AT THE RIGHT SIDE OF THE STAGE. REMOVE AND DISCARD EXISTING AIR HANDLER THAT IS HANGING IN THE CEILING OF THE BACK-STAGE ROOM. ALL CONDENSING UNITS OUTSIDE AND LINESETS WILL ALSO BE REMOVED, BECAUSE THE ORIGINAL EQUIPMENT IS AN R-22 SYSTEM WHICH IS NOW OBSOLETE. WILL SUPPLY AND INSTALL (1) AIR HANDLER HYDRO-COIL COMBO, IN PIT AREA. - BY USING A HYDRO-COIL, THIS WILL ALLOW US TO UTILIZE THE EXISTING HYDRONIC BOILER SYSTEM FOR HEAT. WORK INCLUDES INSTALLATION OF DUCT WORK FROM PIT AREA TO RECONNECT TO EXISTING SPIRAL DUCT IN THE MAIN ROOM. AN ADDITIONAL AIR HANDLER, WITH HYDRO-COIL, WILL BE INSTALLED IN THE MEZZANINE AREA. - THIS AIR HANDLER #2 WILL ALSO ALLOW US TO CONNECT TO EXISTING HYDRONIC SYSTEM AS A 'BACK-UP HEAT SOURCE.'		

ALL WORK WILL CONFORM WITH N.Y.S. AND LOCAL CODES.

OWNER AGREES THAT THE PRICE QUOTED IS BARRING ANY UNFORSEEN CIRCUMSTANCES.

ANY DELAYS OR ADDITIONAL MATERIALS REQUIRED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL WILL BE BILLED AS ADDITIONAL COST ABOVE QUOTED PRICE. (QUOTE IS GOOD FOR 30 DAYS.)

MATERIALS HOLD MANUFACTURERS WARRANTIES ONLY

SIGNATURE: _____

DATE: _____

Subtotal

Continued

Sales Tax

Continued

TOTAL

Continued

Val Bruni Plumbing and Heating Inc.

PO Box 864
25-1/2 Webb Road
Middletown, NY 10940

Voice: 845-342-4356
Fax: 845-342-4359

QUOTATION

Quote Number: 1075-Q57356

Quote Date: Feb 4, 2025

Page: 2

Quoted To:

CITY OF MIDDLETOWN
16 JAMES ST
MIDDLETOWN, NY 10940

Job Location:

PARAMOUNT: BACKSTAGE-DRESSING
17 SOUTH ST.
MIDDLETOWN, NY 10940

Customer ID

MDTN CITY - 1075

Good Thru

3/6/25

Payment Terms

Net 5 Days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Item Qty	Description	Price Each	Amount
1.00	WILL ALSO INSTALL SPIRAL DUCT FROM AIR HANDLER #2 IN MEZZANINE TO FEED ADDITIONAL HEATING & AIR TO MAIN BACK-STAGE AREA, AND WILL INCLUDE DROPS FOR THE BATHROOMS & CHANGING ROOMS. BOTH UNITS WOULD BE 'ECOER' MODEL, 5-TON HEAT PUMP SYSTEMS FOR COOLING AND HEATING. LABOR BASED ON NYS PREVAILING WAGE SCHEDULE. ESTIMATED TOTAL: IMPORTANT NOTES: THIS PLAN IS MOST RECOMMENDED BY OUR COMPANY BECAUSE IT WILL PROVIDE ADEQUATE COOLING WITH THE 10-TONS IT REQUIRES. THIS LAYOUT ALSO ELIMINATES ANY UNITS THAT ARE IN THE CEILING AREA, WHICH WILL CREATE EASIER ACCESS OR FUTURE MAINTENANCE & REPAIRS. A DIRECT REPLACEMENT IS NOT A PREFERRED OPTION BECAUSE IT WILL ONLY PROVIDE 5-TONS OF COOLING, WHICH WILL ONLY RESULT IN INADEQUATE COOLING AND/OR HEATING. EXISTING SET-UP WAS NEVER EFFICIENT AND IT WAS NOT ORIGINALLY INSTALLED PROPERLY. THUS, WE CANNOT SUPPORT FOLLOWING THE SAME LAYOUT. ALL GAS PIPES WILL BE DISCONNECTED AND CAPPED OFF IN PIT AREA.	98,100.00000	98,100.00

ALL WORK WILL CONFORM WITH N.Y.S. AND LOCAL CODES.
OWNER AGREES THAT THE PRICE QUOTED IS BARRING ANY UNFORSEEN CIRCUMSTANCES.
ANY DELAYS OR ADDITIONAL MATERIALS REQUIRED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL WILL BE BILLED AS ADDITIONAL COST ABOVE QUOTED PRICE. (QUOTE IS GOOD FOR 30 DAYS.)
MATERIALS HOLD MANUFACTURERS WARRANTIES ONLY

SIGNATURE: _____

DATE: _____

Subtotal	98,100.00
Sales Tax	
TOTAL	98,100.00



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 77-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into an Agreement with the Office of Congressmen Pat Ryan for shared Office Space 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 an agreement with the office of Congressman Pat Ryan for the use of office space located on the 3rd floor of City Hall. The lease has been reviewed and approved by Corporation Council Alex Smith.

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:
Maria Bruni, Director of Economic and Community Development

Attachments:

1.	Middletown DO Lease Attachment
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2.	Middletown DO Lease
3.	District Office Lease

District Office Lease Attachment - Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.
- Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 1 of 5 – 119th Congress)

SECTION A **(Lease Amenities)**

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

- ☐ * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

- ☐ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- ☐ Lockable Space for Networking Equipment.
- ☐ Telephone Service Available.
- ☐ Parking. ☐ _____ Assigned Parking Spaces
 ☐ _____ Unassigned Parking Spaces
 ☐ General Off-Street Parking on an As-Available Basis
- ☐ Utilities. Includes: _____
- ☐ Janitorial Services. Frequency: _____
- ☐ Trash Removal. Frequency: _____
- ☐ Carpet Cleaning. Frequency: _____
- ☐ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☐ After Hours Building Access.
- ☐ Office Furnishings. Includes: _____
- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____

Phone Number: _____ Email Address: _____

District Office Lease Attachment

(Page 2 of 5 – 119th Congress)

SECTION B (Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment

(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Title: _____

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____
(Administrative Counsel)

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, rather than December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- Prior to either party signing a Lease, the Member/Member-elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 119th Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).

Instructions for completing the District Office Lease (“Lease”):

- Preamble — Insert:
 - Landlord’s name and address; and Member/Member-Elect’s name
- Section 1 — Insert:
 - Square footage of the leased office (if known)
 - Street address including city, state, and ZIP of the leased office
- Section 3 — Insert:
 - Date lease begins (must be on or after January 3, 2025)
 - Date lease ends (must be on or before January 2, 2027)
- Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 12” and note any rent variations in Section 12.
- Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.
- Section 11 — Insert the notice contact information for each lease party.
- Section 12 — Insert any additional lease provisions.

Note: Sections 1-9, other than filling in the blanks, may not be altered or deleted.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 119th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts,

_____,
(Landlord's name) _____ (Landlord's street address, city, state, ZIP code)
("Lessor"), and _____, a Member/Member-elect of the U.S. House of
Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee _____ square feet of office space located at

(Office street address)
in the city, state and ZIP code of _____.
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive, and Lessor shall be required to provide, the amenities as set forth in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease, or as otherwise described herein.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning _____, 20____ and ending _____, 20____. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2027, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be _____, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving _____ days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 119th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

District Office Lease

(Page 2 of 3 – 119th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Notice.** All notices required or permitted under this Lease shall be in writing sent to the addresses identified below or as otherwise designated by the parties from time to time via written notice. All such notices shall be deemed sufficiently given at the time three (3) days following the day they are postmarked in any post office or branch post office.

Notice to Landlord

All notices required to be delivered to Landlord from Lessee shall be delivered to Landlord at:

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Notice to Lessee

All notices required to be delivered to Lessee from Landlord shall be delivered to Lessee at:

Contact Name: _____

Address: _____

Phone: _____

Email: _____

12. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 119th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Title:

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

CITY OF MIDDLETOWN
Office of Economic & Community Development

February 25, 2025

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

RE: District Office Lease

Dear Members:

The office of Congressman Pat Ryan has requested the City enter into a lease for the use of office space located on the 3rd floor of City Hall. The space is shared along with Senator Skoufis and Assemblywoman Kay.

The lease has been reviewed and approved by Corporation Council, Alex Smith. The request is to enter into the lease agreement with Congressman Pat Ryan and to authorize the Mayor to sign the lease agreement and lease attachment.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 78-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Transfer \$2000 within the 2024 Fire Department Budget for Year End

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 \$2000 within the Fire Department 2024 budget, in the following manner:

FROM	AMOUNT	TO
A.3410.220 UNIFORMS	1,000.00	A.3410.500 PHYSICAL EXAMS
A.3410.492 FIRE RECOGNITION	500.00	A.3410.480 OFFICE EXPENSE
A.3410.495 MISCELLANEOUS	500.00	A.3410.493 TRAINING FIELD

Prepared by:

Attachments:

1.	Fire Department Transfer Request
----	----------------------------------

81 East Main Street Middletown,
NY 10940
www.MiddletownFireDept.com



Phone: 845-344-5003
Fax: 845-344-5031
Facebook.com/MiddletownFireDept

February 25, 2025

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

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

FROM	AMOUNT	TO
A.3410.220 UNIFORMS	\$1,000.00	
A.3410.492 FIRE RECOGNITION	\$ 500.00	
A.3410.495 MISCELLANEOUS	\$ 500.00	
TOTAL	\$2,000.00	
A.3410.480 OFFICE EXPENSE		\$ 500.00
A.3410.493 TRAINING FIELD		\$ 500.00
A.3410.500 PHYSICAL EXAMS		\$1,000.00

Robert Brady
Chief Engineer
City of Middletown, NY Fire Department

Robert Brady, Fire Chief
Randy MacLean, 1st Asst. Chief • Nick Elia, 2nd Asst. Chief • Drew Manis, 3rd Asst. Chief
Andrew Green, Secretary, William R. Kelder, Treasurer
Monhagen Eagle Excelsior McQuoid Phoenix Ontario Waalkill IAFF Local 1027



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 79-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Accept a Proposal from Clark Patterson Lee (CPL) for Engineering and Construction Services for Roof Replacement and Repair at the Water Department Garage and Department of Public Works Garage

Whereas the Water Department Garage and Department of Public Works Garage roofs are in need of replacement and/or repair and overlay and

Whereas, the City has funded the budgetary costs of \$225,000 for the Water Department Garage and \$291,913 for the Department of Public Works Garage roof.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a proposal from Clark Patterson Lee (CPL) for Engineering and Construction Admin services at a cost of \$20,667.00 per roof for a total of \$41,334. It's a properly budgeted item, based on preliminary estimates.

Prepared by:
Jacob Tawil

Attachments:

1.	Middletown DPW Roofs Proposal 2025.02.27
----	--



February 27, 2025

Jacob Tawil, P.E.
Commissioner
Department of Public Works
16 James Street
Middletown, NY 10940

Re: DPW Roof Replacements

Dear Mr. Tawil,

In accordance with our discussions, we are pleased to submit a proposal for the Middletown DPW Roof Replacements project for the City of Middletown. Our understanding of this project is the City of Middletown plans to replace/restore roofs on the buildings labeled Street, Water & Sanitation as labeled below:



Scope of Services

Our services would include the following tasks:

TASK 1: Water Roof Design

Professional design services for roof replacement on the Water building indicated above. CPL completed some initial investigations in conjunction with two (2) State Cooperative program certified roofing manufacturers. CPL has received cost estimates from both manufacturers and will consult with the City to select a manufacturer to complete this project. Once a manufacturer has been selected by the City, CPL will consult with that manufacturer to put together a bid package for replacing the roofing on this building. The bid package will consist of construction drawings and technical specifications.



TASK 2: Sanitation Roof Design

Professional design services for roof replacement/restoration on the Sanitation building indicated above. CPL completed some initial investigations in conjunction with two (2) State Cooperative program certified roofing manufacturers. CPL has received cost estimates from both manufacturers and will consult with the City to select a manufacturer to complete this project. Once a manufacturer has been selected by the City, CPL will consult with that manufacturer to put together a bid package for replacing the roofing on this building. The bid package will consist of construction drawings and technical specifications.

TASK 3: Street Roof Design

Professional design services for roof replacement/restoration on the Street building indicated above. CPL completed some initial investigations in conjunction with two (2) State Cooperative program certified roofing manufacturers. CPL has received cost estimates from both manufacturers and will consult with the City to select a manufacturer to complete this project. Once a manufacturer has been selected by the City, CPL will consult with that manufacturer to put together a bid package for replacing the roofing on this building. The bid package will consist of construction drawings and technical specifications.

TASK 4: Procurement Services

CPL will assist the City in reaching out to two (2) State Cooperative program certified roofing manufacturers and schedule a site visit to discuss the scope of work. CPL will receive budget quotes from these roofing manufacturers, review, and assist the City with selecting a manufacturer to complete this project.

CPL will also assist the selected roofing manufacturer in bidding the project to their approved list of roofers by answering received questions during bid.

TASK 5: Water Roof Construction Administration

CPL will provide typical construction administration services. CPL will review submittals, provide responses to RFIs, review pay requests and hold weekly progress meetings.

TASK 6: Sanitation Roof Construction Administration

CPL will provide typical construction administration services. CPL will review submittals, provide responses to RFIs, review pay requests and hold weekly progress meetings.

TASK 7: Street Roof Construction Administration

CPL will provide typical construction administration services. CPL will review submittals, provide responses to RFIs, review pay requests and hold weekly progress meetings.



Compensation

Our fee proposal breakdown on a task basis to complete the work described above is as follows:

Task 1: Water Roof Design	\$ 13,000.00 Lump Sum
Task 2: Sanitation Roof Design	\$ 13,000.00 Lump Sum
Task 3: Street Roof Design	\$ 13,000.00 Lump Sum
Task 4: Procurement Services	\$ 5,000.00 Lump Sum
Task 5: Water Roof Construction Administration	\$ 6,000.00 Lump Sum
Task 6: Sanitation Roof Construction Administration	\$ 6,000.00 Lump Sum
<u>Task 7: Street Roof Construction Administration</u>	<u>\$ 6,000.00 Lump Sum</u>
LUMP SUM TOTAL	\$ 62,000.00 Lump Sum

Not included in this proposal:

- *Reimbursable expenses.

*Schedule of Reimbursable Expenses: Article 11.8 Compensation For Reimbursable Expenses of AIA Document B101 is very specific on what is considered a reimbursable expense. These include, but may not be limited to, reproductions, transportation, etc.

We will submit invoices monthly, as the work progresses.

This proposal is based on a lump sum fee. Please provide an authorized signature in the designated space below and return one copy or provide an executed purchase order.



Please contact us if you have any questions or require any additional information. We look forward to this opportunity to be of service to the City of Middletown.

Very truly yours,

CPL

A handwritten signature in black ink, appearing to read "Timothy J. Moot".

Timothy J. Moot, PG
Vice President

A handwritten signature in black ink, appearing to read "Jonathan DiRocco".

Jonathan DiRocco, AIA
Senior Architectural Project Manager

Proposal Accepted By:

Signature: _____ Date: _____
City of Middletown



Revised: 2/27/2025

WATER					
	Cost	Roof	CPL Cost	City Budgeted Amount	Total Cost (with lowest 30 yr roof cost)
Tremco	\$118,800.00	Modified Bitumen Cold Applied Roof (20 yr warranty)	\$20,666.67	\$225,000.00	\$146,066.67
		or			
	\$125,400.00	Modified Bitumen Cold Applied Roof (30 yr warranty)			
Garland	\$295,657.00	Modified Bitumen Cold Applied Roof (30 yr warranty)			

SANITATION					
	Cost	Roof	CPL Cost	City Budgeted Amount	Total Cost (with lowest roof cost)
Tremco	\$155,540.00	Alpha Grade Liquid Applied (Restoration) (20 yr warranty)	\$20,666.66	No Budget	\$176,206.66
Garland	\$416,165.00	Modified Bitumen Cold Applied Roof (30 yr warranty)			

STREET					
	Cost	Roof	CPL Cost	City Budgeted Amount	Total Cost (with lowest 30 yr roof cost)
Tremco	\$301,300.00	Alpha Guard Liquid Applied (Restoration) (20 yr warranty)	\$20,666.67	\$291,913.00	\$321,966.67
		or			
	\$497,800.00	Modified Bitumen Cold Applied Roof (20 yr warranty)			
		or			
	\$510,900.00	Modified Bitumen Cold Applied Roof (30 yr warranty)			
Garland	\$573,908.00	Modified Bitumen Cold Applied Roof (Retrofit) (25 yr warranty)			





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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 80-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Accept a Proposal from Strategem for Security Upgrades for the Paramount Theater

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a proposal from Strategem Security for security upgrades at the Paramount Theater.

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.

This is an add-on to the already approved City-wide Security Upgrade project upgrade. Project funding for the first half of the proposal is already being funded on project line H.1990.202 A_2023_Security System Upgrade. Funding will be needed at a later date for the second half of the proposal.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Strategem Paramount
----	---------------------



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 81-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into an Agreement with Quadriantf or a Mailing Machine and Mail Sorting

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 Quadriant for a 60-month lease agreement for a new mailing machine and mail sorter.

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.

The current leasing with Pitney and Bowes is up in April 2025. Quadriant offers better services and the best value for mailing services. The competitive pricing offered and bidding through Sourcewell is \$514.32 per month.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	2-27-25 Quadrient business case for City of Middletown_ (003)
2.	2-27-24 Quadrient Government Equipment Lease Agreement_ (002)



Donna Petralia | Government Account Manager | 12-11-2024

Agenda

- 1 | Quadient in 2025
Who we are?
Quadient Assessment Process
- 2 | Your account with us
- 3 | Your postal activity data
- 4 | Explore some of your workflows
- 5 | Discuss next steps



Lenora Liz City Treasurer
Kelly Connelly Senior Account Clerk

quadient

Donna Petralia
Government Account Executive
Dave Randel Specialist
Chris Fortunato- Government Account Manager



quadrant
at a
glance



We help organizations **connect with their customers** using integrated hardware and software solutions to improve:



Document, mail & package workflows



Customer experience

And more.



Every day, our solutions are used to create **788 million** customer connections

DOCUMENT
AUTOMATION

387K

documents

MAIL & PARCEL
SYSTEMS

27M

mail & packages



PARCEL LOCKER
SOLUTIONS

137K

inbound parcels

OMNICHANNEL
COMMUNICATIONS

760M

communications



~190
billion
connections
a year

Quadient Solutions

Product lines at a glance



Documents



Document enhancement software



Hybrid mail software

Mail



Postage meters & mail accounting



Folders & inserting systems



Direct marketing printers & tabbers



Mail openers

Packages



Package receiving systems



Parcel lockers



Package shipping systems



Multi-channel communications



Customer communications management



Accounts payable & receivable automation

Finance

Customer experience

Arrival

Receiving

Delivery

Reporting



Deliveries arrive from FedEx, UPS, USPS, Amazon, etc.



Scan shipping label to capture key package details



Automatically or selectively email employees the package status



Deliver to on-site employees



Hold for employee pickup



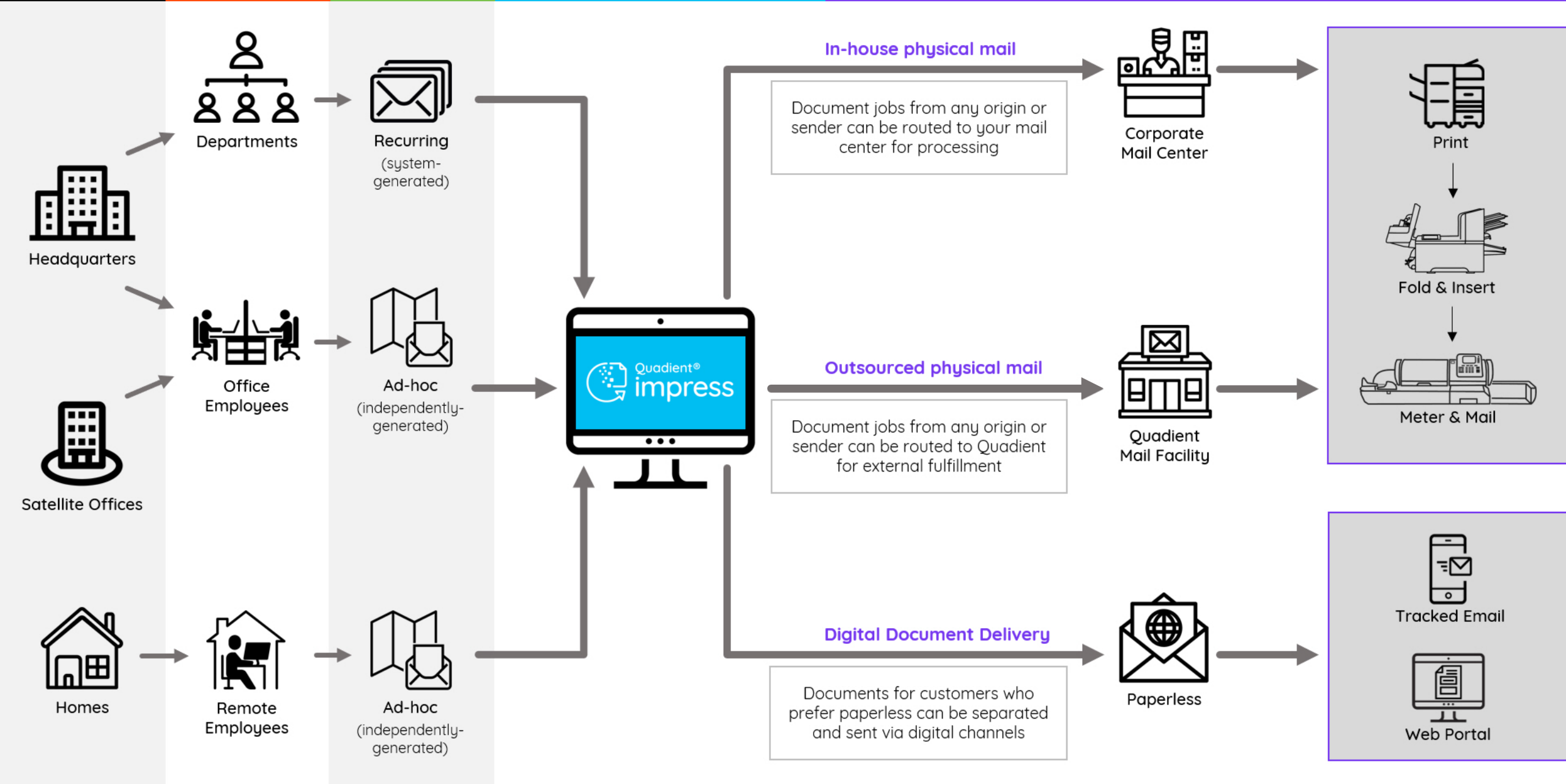
Place in secure pickup lockers



Re-ship to remote employees



Chain-of-custody for every package is accessible in seconds



How Quadient Can Help

Better business processes for better business outcomes



Create personalized,
automation-ready
documents



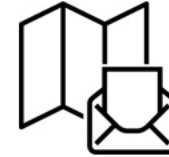
Manage print
and digital
delivery channels



Produce professional
direct mail and
marketing collateral



Prepare
Certified Mail®
electronically



Automatically
fold & insert
documents



Meter
outbound mail



Ensure mail
deliverability



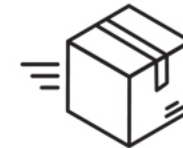
Automate
AP & AR



Outsource jobs
with hybrid mail



Track mailing and
shipping expenses

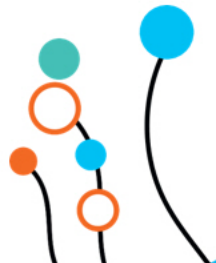


Shop & ship across
multiple carriers



Manage inbound
mail & packages

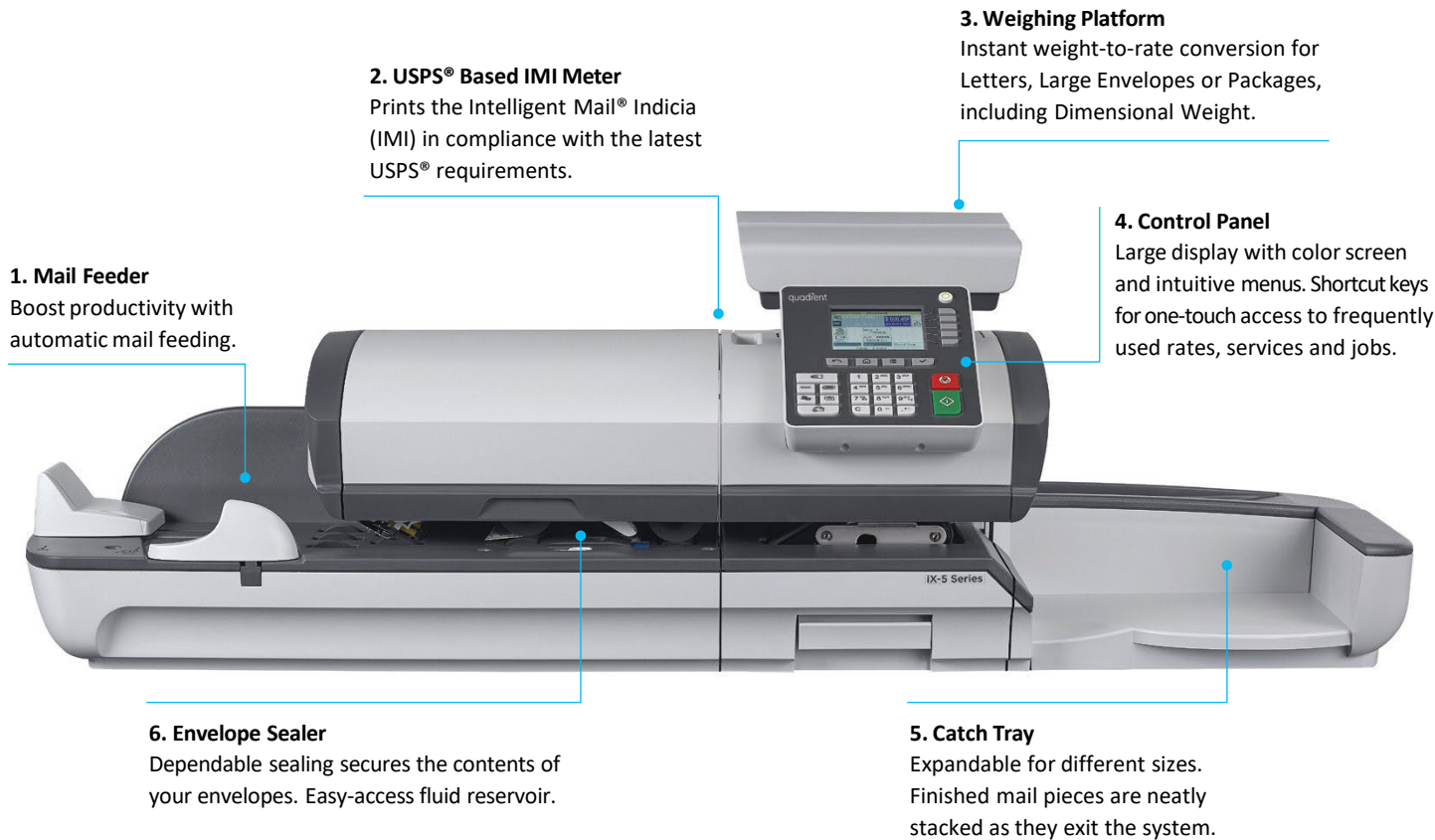
Customer Communications
Management





Product Overview

iX-5 SERIES



Key Specifications

Processing speed: Up to 110 lpm

Weighing platform capacity: 5, 10, 30 or 70 lb.

Envelope thickness: Up to 1/2"

Accounts/departments: 100 standard, up to 500 optional

Online expense reporting (Neostats Basic): Standard

Connectivity: LAN standard, Wireless LAN optional

Postage labels: Self-adhesive with automatic dispenser

Security: 4-digit operator PIN codes

Job presets (imprint memories): Up to 9

Envelope printing: Graphics (10), Text messages (10)

Ink supply: Quick-change cartridge, up to 15,850 imprints

Neoship online shipping software: Available



Product Overview

DS-64i



Key Specifications

Processing speed: Up to 2,000/hour (upgradeable to 2,500)

FlexFeeder capacity: 325 sheets/slips or 50 reply envelopes

Insert feeder capacity: 325 slips/50 reply envelopes
(upgradeable to 1,200/325)

Feeder linking (automatic switching): Standard

Multi-document feeding (from same feeder): Up to 3

Multi-page hand feeding: Standard, stapled or unstapled

Security: Mechanical double feed control

Standard document sizes: 8.5" x 11" and 8.5" x 14"

Standard envelope sizes: #10 and 6" x 9.5"

Fold types: Tri (C/Z), single, double parallel, no fold

Job presets: Up to 50 programmable jobs

Remote diagnostics/assistance: Standard, via LAN or Wi-Fi



Financial Considerations

Product Summary

- IX5 Series with Auto Feeder , Sealer, Catch Tray and ink Cartridge
- IX 5lb Weigh Platform
- Power line Conditioner
- Delivery, set up and training
- DS 64i 3 Station Expert 2 Auto Feeder and Auto BRE Feeder w /HCVS- DS64IST3E-STD
- Power Conditioner –ICMFP-1
- Price includes equipment, delivery, installation , set up , training

Cost Summary- 60 month Lease plan for two units		
01	60-month lease	\$514.32 per month
03	Meter rental	Included
04	Equipment maintenance	Included

Driving Business Results That Matter



CUSTOMER & EMPLOYEE ENGAGEMENT

- ✓ Personalize the communications experience for each customer
- ✓ Remove workflow complexities that discourage employees



REVENUE GROWTH

- ✓ Speed up document delivery and increase on-time payments
- ✓ Turn more customer communications into marketing opportunities



RISK MITIGATION

- ✓ Eliminate mail assembly errors that compromise privacy or compliance
- ✓ Ensure inbound packages are delivered without loss or delay



EXPENSE CONTROL

- ✓ Reduce operational costs by automating physical mail processing
- ✓ Choose the optimal carrier and service for every package you ship

We understand what our customers want.

It's how we've achieved the highest customer satisfaction index in the industry.



Prior Year Ratings

% Good or Excellent

95.5
Overall

97.5
Service Technicians

91.0
Customer Service

97.3
Project Implementation

A Few of Our Clients

Discerning organizations who chose Quadient





Government Product Lease Agreement

with Postage Meter Rental Agreement

Section (A) Office Information

Office Number: 2850	Office Name: New Jersey	Office Phone #:	Date Submitted:
------------------------	----------------------------	-----------------	-----------------

Section (B) Billing Information

Company Name (Full legal name): City of Middletown		
DBA:		
Billing Address: 16 James Street Ste 5		
Billing City: Middletown	State: NY	ZIP Code + 4: 10940 5734
Billing Contact Name: Lenora Liz	Contact Phone Number: 845 346 4166	
Billing Contact Title:	Contact Fax Number:	
Billing Contact Email Address: lliz@middletownny.gov	Purchase Order Number:	

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): Same		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	ZIP Code + 4:
Installation Contact Name: Kelly Connelly	Phone Number: 845 346 4154	
Installation Contact Title: Senior Account Clerk	Fax Number:	
Installation Contact Email Address: kconnolly@middletownny.gov		
Main Post Office Name / Mail Drop off:	Post Office 5-Digit ZIP Code:	

Section (D) Products

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable) ☒ See additional listed products on attached continuation schedule.
1	1	IX5AF	IX5 with Auto Feeder, Sealer, Catch Tray and Ink Cartridge ,
2	1	ixwp5	5lb weight Platform
3	2	ICMFP-1	Power Conditioner
4	1	DS64IST3E-STD	DS-64i 3 Station Expert 2 Auto Fdr + Auto BRE Fdr w/HCVS

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: ☐ Taxable ☒ Tax-Exempt (Certificate attached)	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	60	\$514.32
	Next		
	Next		
	Next		
Billing Frequency: ☐ Monthly ☒ Quarterly ☐ Annually			
Billing Method: ☒ Standard ☐ Arrears	Current Lease Number: ☐ ACH (Customer to submit authorization form)		

Section (F) Postage Meter & Postage Funding Information

Meter Model: IX5AFAI	Machine Model: IX5AF
Postage Funding Method: ☐ Bill Me ☐ Prepay By Check ☒ ACH Debit (Submit Customer authorization form) ☐ OMAS ☐ CPU (include authorization form) Agency Code Sub Agency Code	Postage Funding Account: ☒ New ☐ Existing Account TMS Account # POC Account #
Service Products (Check all that apply) ☒ Online Postal Rates iMeter™ App (SP10) ☐ Online Postal Expense Manager iMeter™ App (SP20/Neostats) ☐ Online E-Services with Electronic Return Receipt iMeter™ App (SP35) ☐ Neoship BASIC – Requires Quadient Postage Funding (EP70) ☐ Neoship PLUS – Requires Quadient Postage Funding (EP70PLUS) ☐ Neoship ADVANCED - Requires Quadient Postage Funding (NEOSHIPADV) ☐ Neoship Install & User Guide (EP70GUIDES) ☒ Maintenance ☒ Software Support (Maintenance) ☒ Installation & Training ☐ 4G/5G Cell Service ☐ EasyInk® Order	

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V11-2023), which are also available at <https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Direct-V11-2023>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Quadient, Inc. and its Affiliates		Date Accepted



Section (D) Product Continuation Schedule (Continued)

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable)
5			
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45			



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 82-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Amend City Code Chapter 475-30 To Provide the Planning Board with Further Discretion Regarding Renewals of Permits for Temporary Business Movable Structures.

WHEREAS, the Mayor is recommending that the Planning Board be given further discretion regarding renewals of permits for temporary business movable structures.

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

Section 1 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph A of Section 475-30, Temporary business movable structures, to read as follows:

A. No temporary, movable or portable structures used in connection with any

gainful occupation or business, whether such structures are for sale, storage or display purposes, and including, but not necessarily limited to, temporary, movable or portable structures used by flower vendors and furniture vendors, shall be permitted in any zoning district except by special permission and at the discretion of the Planning Board and subject to such conditions, restrictions and safeguards as may be deemed necessary by said Planning Board. Any such approval shall be valid for not longer than a one-year period, which may be renewed by the Planning Board in its sole discretion upon application therefor and subject to such conditions, restrictions and safeguards as it may deem necessary. With regard to renewal applications, the Planning Board shall have the discretion whether to require a mailing and a public hearing. In no event shall such temporary, movable or portable structures be used for the storage of hazardous or toxic materials or products.

Section 2 - Severability. If the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this Ordinance.

Section 3 - This Ordinance shall take effect immediately.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Notice of Public Hearing 475 30 Temporary Moveable Structures
2.	Notice of Public Hearing 475 30 Temporary Moveable Structures

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, February 18, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear all persons wishing to be heard on the proposed zoning amendment to Chapter 475-30 to provide the Planning Board further discretion regarding renewals of permits for temporary business movable structures.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed zoning amendment.

The complete proposed zoning amendment is available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

For any person unable to participate at the time of the public hearing, email comments may be submitted in advance to rmccormack@middletownny.gov

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 2/14/25 & 2/15/25
City Website

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, February 18, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear all persons wishing to be heard on the proposed zoning amendment to Chapter 475-30 to provide the Planning Board further discretion regarding renewals of permits for temporary business movable structures.

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The complete proposed zoning amendment is available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

For any person unable to participate at the time of the public hearing, email comments may be submitted in advance to rmccormack@middletownny.gov

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 2/14/25 & 2/15/25
City Website



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 83-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Award Bid for Ornamental Street Poles to Kandel Brothers

WHEREAS, bids for Ornamental Street Poles were received by the Board of Estimate and Apportionment on April 30, 2024; and

WHEREAS, the bids were reviewed, including the evaluation of sample light fixtures and poles; and

WHEREAS, the original bid prices per pole were \$1,581.25 from Lighting/Zuma and \$2,350.00 from Kandel/Hadco; and

WHEREAS, after a thorough evaluation of bids, sample reviews, installation viability, and pricing adjustments, the revised bid prices per pole were \$1,869.25 from Lighting/Zuma and \$1,797.75 from Kandel/Hadco; and

WHEREAS, Hadco poles provide an exact match to the existing ornamental street poles

throughout Downtown, ensuring compatibility with current pole bases and mounting bolts, thereby offering the most practical and cost-effective solution;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Middletown awards the bid for Ornamental Street Poles to Kandel Brothers at the revised unit price of \$1,797.75 per pole, for a total of 155 poles, at an aggregate cost of \$278,651.25, as this selection represents the best overall value for the City; and

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown rejects the bid submitted by Lighting and Beyond LLC as nonresponsive due to price changes and technical incompatibilities related to mounting on existing bases and anchor bolts.

Prepared by:
Jacob Tawil

Attachments:

1.	Emails-Kandal Light Fixtures Holophane
2.	Lighting-Zuma final 2025-01-27-E0000977 - City of Middletown (1)

RE: HADCO POLES - QUOTE 38882 REV1

From: als@kandelbrothers.com

To: jtawil14@yahoo.com

Cc: kgass@middletownny.gov

Date: Thursday, February 13, 2025 at 05:15 PM EST

Good Afternoon Jacob, Thank you for the fixture order. I'm still waiting on the revised Hadco pole drawing, but received the following information regarding matching the Holophane finish and hand hole dimension.

Please review and let me know if you have any questions. *I'll keep pushing for the revised drawing.*
Thanks, Al

Good morning Al,

I am still waiting on your revised drawings; I pressed the factory again on these and stressed the importance of getting them back asap. They were able to tell me that the hand hole dimensions are 7-1/2" x 4".

Regarding the finish color, we will be able to match the Holophane post top. Hadco can do the RAL9005 at 40% gloss which matches what you were provided in the below email.

The custom coloring also affects the warranty policy, warranty would be for one year. The factory provided me the attached policy, so passing along to you.

From: Jacob Tawil <jtawil14@yahoo.com>
Sent: Wednesday, February 12, 2025 4:58 PM
To: als@kandelbrothers.com
Cc: Katie Gass <kgass@middletownny.gov>
Subject: Re: HADCO POLES - QUOTE 38882 REV1

Al,

Katie will get back to you tomorrow, we are closed today.

Thanks

Sent from my iPhone

Please excuse any typographical errors.

On Feb 12, 2025, at 4:03 PM, als@kandelbrothers.com wrote:

Hi Jacob, I never received an award letter or PO for the post tops. Where was it sent?

** FYI – I'm still waiting for the revised pole drawing and confirmation on matching the RAL color from Hadco. Hoping to have that by Friday for you.

Please advise on the fixtures so I can get the order placed for you.

Regards,

Al

ALFRED SZAJER

<image001.jpg>

From: J Tawil <jtawil14@yahoo.com>
Sent: Wednesday, February 12, 2025 3:54 PM
To: als@kandelbrothers.com
Cc: 'Katie Gass' <kgass@middletownny.gov>
Subject: Re: HADCO POLES - QUOTE 38882 REV1

Al,

We awarded you the fixtures Contract few weeks ago! Not sure what you mean by nothing is ordered?

Katie,

Did we not send him the award letter and resolution?

Thanks

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014



Please consider the environment before printing this email.

On Monday, February 10, 2025 at 01:32:39 PM EST, <als@kandelbrothers.com> wrote:

OK let me see what each manufacturer is using. (Nothing is currently on order)

I'll get the exact color from Ken on the post tops.

Thanks

From: J Tawil <jtawil14@yahoo.com>
Sent: Monday, February 10, 2025 1:22 PM
To: als@kandelbrothers.com
Cc: 'Katie Gass' <kgass@middletownny.gov>
Subject: Re: HADCO POLES - QUOTE 38882 REV1

Al,
All I need is a black color matching the Fixtures that you ordered, which is I believe to be glossy.

Thanks

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014



Please consider the environment before printing this email.

On Monday, February 10, 2025 at 11:49:46 AM EST, <als@kandelbrothers.com> wrote:

Hi Jacob, I requested the revised drawing. Will follow up.

The finish they quoted is Hadco's standard black. Custom color would be an adder I assume.

Do you want custom color as an option? Or do the Hadco poles recently supplied in black match the Holophane post top close enough?

Let me know.

Thanks,
Al

From: J Tawil <jtawil14@yahoo.com>
Sent: Monday, February 10, 2025 11:28 AM
To: als@kandelbrothers.com
Cc: 'Katie Gass' <kgass@middletownny.gov>
Subject: Re: HADCO POLES - QUOTE 38882 REV1

Hello Al,

10' high for GFI location. What is the size of access door that will be provided? Please specify on shop-drawings Black color matching Fixtures.

Resubmit at your earliest.

Thank you

Jacob S. Tawil, P.E. | Commissioner
Department of Public Works
City of Middletown | 16 James Street |
Middletown, New York 10940 |
T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Thursday, February 6, 2025 at 09:31:52 AM EST, <als@kandelbrothers.com> wrote:

Jacob, Attached is the factory drawing. The GFI can be mounted at any height per your request. I believe the bid document had them at 10' above grade.

** Let me see if the factory can update the attached with the access door detail per your request.

Regards,

Al

From: J Tawil <jtawil14@yahoo.com>
Sent: Thursday, February 06, 2025 9:18 AM
To: als@kandelbrothers.com

Cc: 'Katie Gass' <kgass@middletownny.gov>
Subject: Re: HADCO POLES - QUOTE 38882 REV1

Good morning Al,

Much appreciated! Can you supply pole cutsheets showing complete details per specs and handhole size and location.

Will advise soon after.

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Thursday, February 6, 2025 at 08:57:16 AM EST, <als@kandelbrothers.com> wrote:

Good Morning Jacob, I was able to get hold of the rep agency and district manager for the Hadco poles. *I explained the issues regarding the competitors poles not meeting the specifications.*

Please see the revised pricing that can be held until March 7th for release.

I hope it's not too late to reconsider.

The poles include the GFI Rec & cover.

Please review and let me know if you have any questions.

845 546 6516

Regards,

Al

ALFRED SZAJER

<image001.jpg>

From: J Tawil <jtawil14@yahoo.com>
Sent: Friday, January 17, 2025 5:03 PM
To: als@kandelbrothers.com
Cc: 'Katie Gass' <kgass@middletownny.gov>
Subject: Re: HOLOPHANE - QUOTE 38880 / HADCO - QUOTE 38882

Thank you Al.

I intend to request the award of the fixtures to you per the bid price, this coming Tuesday.

We will advise regarding the Poles at a later date.

Regards

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Friday, January 17, 2025 at 04:40:36 PM EST, <als@kandelbrothers.com> wrote:

Good Afternoon Jacob, Please see attached quotations and spec sheets for the post tops and poles.

Pricing per last years bid has been extended for an order placed by 2/28/25 for both manufacturers.

Please review when you have time and let me know if you have any questions.

Regards,

Al

845-546-6516

ALFRED SZAJER

<image001.jpg>

From: Jacob Tawil <jtawil14@yahoo.com>
Sent: Thursday, January 16, 2025 8:09 AM
To: als@kandelbrothers.com
Cc: Katie Gass <kgass@middletownny.gov>
Subject: Re: Holophane Sample Request RFA# 257879 - 2360-23-15306 - 2360-14661

Al,

Please send me an email confirming delivery date and holding the bid price for light fixtures and separately the poles.

Thanks

Sent from my iPhone

Please excuse any typographical errors.

On Jan 16, 2025, at 7:33 AM, als@kandelbrothers.com wrote:

Thank you Jacob.

Regards,

Al

From: J Tawil <jtawil14@yahoo.com>

Sent: Wednesday, January 15, 2025 5:13 PM

To: 'Kenneth C Sadowski' <ken.sadowski@acuitybrands.com>;
als@kandelbrothers.com

Cc: 'Maria Bruni' <mbruni@middletownny.gov>; 'Joseph DeStefano' <mayordestefano@yahoo.com>; 'Katie Gass' <kgass@middletownny.gov>; 'Ross Mastria' <rmastria@middletownny.gov>

Subject: Re: Holophane Sample Request RFA# 257879 - 2360-23-15306 - 2360-14661

Al,

Yes, hoping to make awards in the next Council meeting

Thanks

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Wednesday, January 15, 2025 at 12:31:49 PM EST, <als@kandelbrothers.com> wrote:

Good Morning Jacob, I'm just following up to see if you need anything further from me for the Holophane quote.

I assume you would have to reject the other distributors bid for the post tops prior to placing the order.

Please let me know when you have a moment.

Regards,

Al

845-546-6516

ALFRED SZAJER

<image001.jpg>

From: Jacob Tawil <jtawil14@yahoo.com>
Sent: Monday, December 30, 2024 4:11 PM
To: Kenneth C Sadowski <ken.sadowski@acuitybrands.com>
Cc: als@kandelbrothers.com; Maria Bruni <mbruni@middletownny.gov>; Joseph DeStefano <mayordestefano@yahoo.com>; Katie Gass <kgass@middletownny.gov>; Ross Mastria <rmastria@middletownny.gov>
Subject: Re: Sample Request RFA# 257879 - 2360-23-15306 - 2360-14661

Sounds good. See you at the Street Department garage on Friday at 1:00 pm.

Mayor and Marina, please confirm that the date and time above works for you,

Thanks

Jacob

Sent from my iPhone

Please excuse any typographical errors.

On Dec 30, 2024, at 2:27 PM, Sadowski, Kenneth C
<ken.sadowski@acuitybrands.com> wrote:

Jacob,

To play it safe, would sometime around 1:00 work for you?

Ken

From: J Tawil <jtawil14@yahoo.com>
Sent: Monday, December 30, 2024 2:26 PM
To: als@kandelbrothers.com; Sadowski, Kenneth C
<ken.sadowski@acuitybrands.com>

Cc: Maria Bruni <mbruni@middletownny.gov>; Joseph DeStefano <mayordestefano@yahoo.com>; Katie Gass <kgass@middletownny.gov>; Ross Mastria <rmastria@middletownny.gov>
Subject: Re: Sample Request RFA# 257879 - 2360-23-15306 - 2360-14661

This Message Is From an External Sender

This message came from outside your organization.

Hello Ken,

Please advise of the time that you can stop in on Friday so that we can do the comparison between the fixtures and hopefully move forward.

Thanks

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014



Please consider the environment before printing this email.

On Monday, December 30, 2024 at 12:00:23 PM EST, Sadowski, Kenneth C <ken.sadowski@acuitybrands.com> wrote:

Jacob

I see the sample was delivered. Did you get a chance to compare and see what a major difference there is between the two?

I will be travelling to Newburgh on Friday in the AM and can swing by after if you want me to.

Please advise.

Thanks

Ken

From: Jacob Tawil <jtawil14@yahoo.com>
Sent: Wednesday, December 11, 2024 4:12 PM
To: als@kandelbrothers.com
Cc: Sadowski, Kenneth C <ken.sadowski@acuitybrands.com>; Maria Bruni <mbruni@middletownny.gov>; Sadowski, Kenneth C <ken.sadowski@acuitybrands.com>
Subject: Re: Sample Request RFA# 257879 - 2360-23-15306 - 2360-14661

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon

Do you have an update on the light fixture ETA

Thanks

Jacob

Sent from my iPhone

Please excuse any typographical errors.

On Nov 6, 2024, at 7:21 AM, als@kandelbrothers.com wrote:

Thanks Ken

From: Sadowski, Kenneth C
<ken.sadowski@acuitybrands.com>
Sent: Tuesday, November 05, 2024 2:41 PM
To: Jacob Tawil <jtawil14@yahoo.com>; Maria Bruni
<mbruni@MiddletownNY.gov>; Al Szajer
<als@kandelbrothers.com>
Subject: Sample Request RFA# 257879 - 2360-23-15306 - 2360-14661

Folks

I was able to get authorized a no charge sample for the evaluation.

I will try to get this to ship[asap.

I am also working on my evaluation and will send when ready.

Thanks again for your time yesterday.

Regards,

Ken

Your sample order is processed and below is the link to access up to date ship status. You should see a ship date within 24 – 48 hours.

Order Status Report: A2360-14661-LLA:
https://distributor.acuitybrandslighting.net/pdfprocessor/A2360_104661_BOM_0_A2360_14661_LLA_0_Y_-1

[N_110524021643_ADCWEB_-1_tJFzTyahemMo9LYDaDZsrA\\$3\\$3.pdf](#)

Shipment information will be updated each time the link is accessed.

Have a great day!

<image001.png>

Nathalia Rodrigues

Order Support Specialist (Northeast)

Acuity Brands – Holophane

o 855-231-9466

www.acuitybrands.com

<[image002.png](#)>

<[image003.png](#)>

<[image004.png](#)>

<[image005.png](#)>

<[image006.png](#)>



20230213-signify-us-warranty-outdoor-pls-north-america.pdf
59.5kB



Estimate

Creation date: Jan 27, 2025 Estimate: E0000977
Shipping date: Jan 27, 2025 Expiration date: Apr 27, 2025

TO

City of Middletown
United States

FROM

Lighting N Beyond LLC
PO Box 539
Spring Valley, NY 10977
United States
Phone: 845-513-0344

SKU	Description	Qty	Price	Tax	Total
P-13-RT-0503-125-NF-CC-GFIP	Pole for City Of Middletown - Pole only-Pole tapers from 5" od to 3" od.	160	1,831.25	0.00	293,000.00
AB66-1736-4RT-CC	Base Cover - Stanford 2-pc. decorative base cover. Included	160	0.00	0.00	0.00
WP7000BL	Intermatic Weather Proof Cover Low-Profile Extra-Duty Plastic In-Use Weatherproof Cover, Single-Gang, Vrt/Hrz, Black	160	11.00	0.00	1,760.00
TWRGF20BK	Eaton slim GFCI receptacle Eaton tamper and weather-resistant, self-test GFCI, 20A, 125V, Black, Slim design	160	27.40	0.00	4,384.00

Total units: 640

Subtotal (USD): \$299,144.00

Total (USD): \$299,144.00

NOTES

Unless otherwise specified, the provision will be mounted 10' above the bottom of the base on the same side as the hand hole.

SPECIFICATIONS:

P-13-RT-0503-125-NF-CC-GFIP:
ONE-PIECE ROUND SMOOTH ALUMINUM POLE, 13FT HIGH X 5.00" O.D. (BASE), 3.00 O.D. (TOP), 0.125 WALL, WITH 10.5" BASE, AND HAND HOLE. BOLT CIRCLE (BC): 11.38" DIA. - 12.75" DIA. BC (12.00" DIA. BC RECOMMENDED).

2. AB66-1736-4RT-CC:
2 PIECES CAST ALUMINUM DECORATIVE BASE, 16.75" DIA. X 35.5" H / 5.5" O.D. TOP, CLAMPS AROUND POLE AND SECURE WITH STAINLESS STEEL SCREWS.

3. THERMOSET POLYESTER OVEN-BAKED POWDER COAT, FINISH: GLOSSY BLACK TO MATCH CUSTOM GLOSSY BLACK, SAMPLE TO BE PROVIDED FOR APPROVAL.

4. LEAD TIME 14-18 WEEKS.

TERMS & CONDITIONS

Pricing on this quote is valid for 30 days.

Quote is based on a one release.

PRICING: Prices are subject to change without prior notice.

A minimum 50% deposit is required for custom manufactured product and special order products (procurement of significant volumes). Deposits are indicated in the quotation and are due in advance of factory manufacture.

Custom and special order products may not be cancelled. Please reference the quote number on your order. These terms will

apply to custom orders as well as standard items involving significant quantities greater than Lighting N Beyond maximum stock level.

Opening of new accounts are subject to credit approval.

Prices are F.O.B. our warehouse in New York.

FREIGHT TERMS: Domestic ground freight within the 48 contiguous states allowed on orders over \$100 if paid within terms.

Freight charges for freight allowed orders will only be credited for shipping destinations within the 48 contiguous states. If customer requests shipment via air, the customer will be responsible for the full freight costs. Freight allowance is contingent on direct shipments to showrooms or distribution centers.

ORDER CANCELLATIONS: Orders for standard products may be cancelled by the customer only upon payment of all expenses already incurred and committed by Lighting N Beyond LLC. All requests for order cancellation must be in writing. Orders cancelled after order

has been processed are subject to a minimum restock fee of 25% on standard items and a minimum restock fee of 50% on made-to-order items. Special or custom orders may not be cancelled.

CLAIMS FOR DAMAGES: SHORTAGES AND BREAKAGES: All freight claims for damages, breakages, or shortages whether obvious or concealed must be filed with the freight carrier immediately. Shortage claims must be submitted to your sales representatives or to Lighting N Beyond LLC Customer Service within 5 days of receipt.

Return Policy:

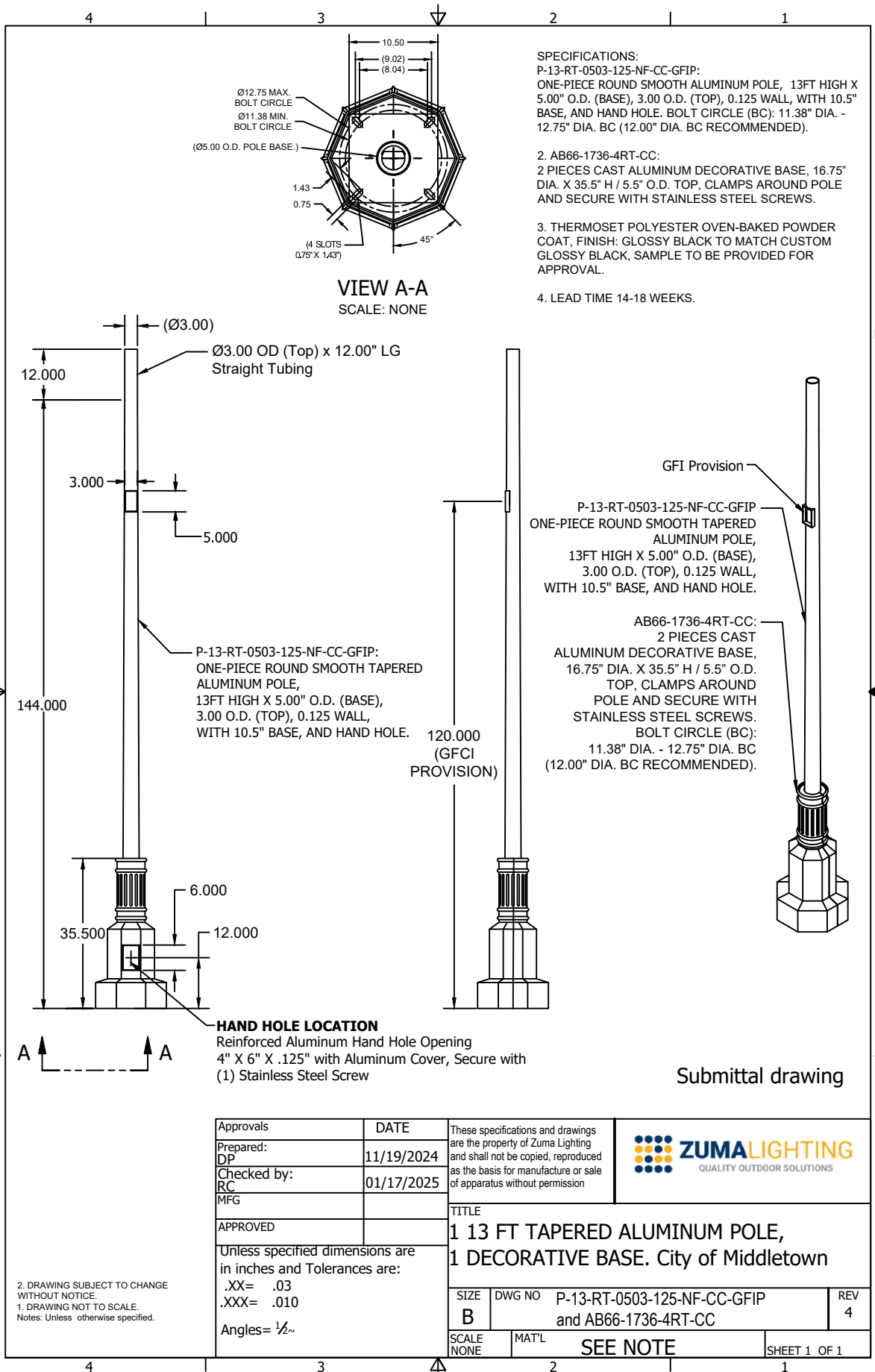
We only accept returns for United States orders

No returns accepted for international orders. All international sales are final.

1. Contact us requesting a return (RMA) within 30 days of purchase. Please include your order # or Name of the person who placed the order.
2. Items returned with out a prior RMA, are subject to a 100% restocking fee.
3. If you received an item damaged you must let us know within 5 days of receiving your shipment, do not send back any broken glass with out any specific instructions to do so.
4. Items marked as **final sale or clearance are not eligible for returns, exchanges or credit**. If sent back, these items will not be refunded or returned back to the customer.
5. We reserve the right not to refund, or to add any restocking fee for any reason. (Some of the reasons may include: Quoted orders - Orders valued at more than \$400.00)
6. Items eligible for return must be in their original unused condition, along with tags and original individual packaging.
7. **All return shipping costs are paid by the customer**, unless, the item is defective, or the return is due to a fulfillment error.
8. We will not take responsibility for items returned to us that are lost, sent to the wrong address, or from a mail carrier that you are unable to track the shipment.
9. Please email us to cs@lightingnbeyond.com to get your return instructions. Please add in the subject your order number or the name of the person the order was placed under.
10. We do not refund any form of paid shipping. We refund the product cost only.
11. We do not offer any Exchanges, if you ordered a wrong item, you can send that back for a refund and place a new order for the correct items. Our customer service team is always here to help you find the right product before you place any order.

SHIP TO

Sample
Street Department Garage
76 Monhagen Avenue
Middletown, NY 10940
United States
Phone: (845)343-3169



Weather Proof Cover - Low-Profile Extra-Duty Plastic In-Use Weatherproof Cover, Single-Gang, Vrt/Hrz, Black

Item WP7000BL



PRODUCT DESCRIPTION

Extra-Duty Plastic In-Use Weatherproof Covers are easy to install and include a gasket, mounting screws, base, cover assembly and inserts to meet the needs of a variety of applications.

FEATURES

- ▶ 100% Paintable surface.
- ▶ Complies with 2020 NEC Article 406.9 (B)(1) for wet locations and extra-duty applications.
- ▶ CEC Article 26-702 compliant.
- ▶ UL Certified for type 3R outdoor enclosures.
- ▶ Meets requirements for cold impact testing: -60° F (-51° C).
- ▶ Heavy-duty UV stabilized polycarbonate cover, mounting base, and inserts.
- ▶ 1/8" (3 mm) thick, neoprene gasket with slits for mounting screws.
- ▶ Lockable hasp: All models accept up to 0.19" dia shank.
- ▶ Impact rated: 12 lbf. impact test to ensure cover remains intact.
- ▶ Reinforced hinge pin designed to exceed 40 lbf. hinge hang/stress test.

APPLICATIONS

- ▶ Receptacle Protection

TECHNICAL DATA

General	
Model Number	WP7000BL
Description	Low-Profile Extra-Duty Plastic In-Use Weatherproof Cover, Single-Gang, Vrt/Hrz, Black
UPC Code	078275159143
Brand	Intermatic
Country of Origin (Intermatic)	MEXICO
Warranty Period	1-Year limited
Mechanical Specifications	
Number of Included Inserts	2
Hinge Direction	Vertical/Horizontal
Is Extra-Duty Rated	Yes
Dimensions	
Lockable Hasp Maximum Diameter (in)	0.19
Lockable Hasp Maximum Diameter (mm)	4.8
Product Dimensions (H x W x D) in	5.5 x 3.75 x 1.5 in
Expandable Depth Mm	54
Expandable Depth In	2 1/8
Accepted Cord Size Max	1x16 AWG
Box Type	Single
Material Specifications	
Color	Clear; Black
Weatherproof Cover Material	UV Stabilized Plastic

Packaging	
Shipping Weight (lbs)	0.35
Unit Carton Dimensions (H x W x L) in	1.5 x 3.7 x 5.5 in
Product Weight (kg)	0.159
Product Weight (lbs)	0.35

Standards and Certifications	
UL Certification	cULus
California Proposition 65	None
RoHS Certification	Y

Eaton TWRGF20BK

Catalog Number: TWRGF20BK

Eaton tamper and weather-resistant, self-test GFCI, 20A, 125V, Black, Slim design

General specifications



Product Name
Eaton slim GFCI receptacle

Catalog Number
TWRGF20BK

Product Length/Depth
1.03 in

UPC
032664013362

Product Height
4.19 in

Product Width
1.69 in

Product Weight
3.9 lb

Warranty
Refer to warranty document.

Certifications
cULus Listed
NOM

Product specifications

Special features

Slim design

Type

Self-test

Amperage Rating

20A

Voltage rating

125V

Circuit interrupter type

GFCI

Packaging type

ED Box

Features

Tamper resistant

Weather resistant

FedSpec Certified

Wiring method

Back and side wire

Allowable wire size

#14-10 AWG

NEMA configuration

5-20R

Torque rating

16 lbf-in

Color

Black

Resources

Specifications and datasheets

[Controlled slim GFCI spec sheet](#)

[GFCI Cross Reference](#)

[Standard slim GFCI spec sheet](#)

[Tamper and weather resistant slim GFCI receptacles spec sheet](#)

[Tamper resistant slim GFCI receptacles spec sheet](#)

[Arrow Hart tamper and weather resistant slim GFCI spec sheet](#)



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30 Pembroke Road
Dublin 4, Ireland
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owners.



[Eaton.com/socialmedia](https://www.eaton.com/socialmedia)



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 84-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Reappoint Ross Mastria as Deputy Commissioner of Public Works

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Ross Mastria as a Deputy Commissioner of Public Works for a three-year term, expiring on December 31, 2027.

Prepared by:
Jacob Tawil

Attachments:
None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No: 85-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Reappoint Brian Smith as a Deputy Commissioner of Public Works

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Brian Smith as a Deputy Commissioner of Public Works for a three-year term, expiring December 31, 2027

Prepared by:
Jacob Tawil

Attachments:
None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No:

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Clerk to the Common Council

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Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Local Law 1 - 2025 - Written Notice of Defect

A LOCAL LAW AMENDING THE PROVISIONS IN THE REQUIREMENTS FOR PRIOR WRITTEN NOTICE OF DEFECTS IN LIGHT OF THE DECISION OF THE NEW YORK COURT OF APPEALS IN CALABRESE V CITY OF ALBANY, 2024 WL 5126038 (Dec. 17, 2024)

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN AS FOLLOWS:

Section 1. Purpose of this Enactment.

The purpose of this enactment is to amend the provisions in the City Charter regarding the requirements for prior written notice of defects in light of the Decision of the New York Court of Appeals in the recent case of Calabrese v City of Albany, 2024 WL 5126038 (Dec. 17, 2024)

Section 2. Section 30 of the Charter of the City of Middletown, Notification of defects; limitations on City liability, is hereby amended to replace Paragraph A, thereof, to read in its entirety as follows:

A. No civil action may be maintained against the City for damages or injury to person or property sustained in consequence of any street, highway, bridge, culvert, sidewalk, crosswalk, public building or public park being defective, out of repair, unsafe, dangerous, or obstructed unless, before the occurrence resulting in such damages or injury, (1) notice of the defective, unsafe, dangerous or obstructed condition was delivered to the City Clerk at 16 James Street, Middletown in the form of a written physical hard copy and (2) the City failed or neglected to repair or remove the defect, danger, or obstruction within a reasonable time after being given such notice. Notice of a defect submitted via email, the City's website, any service, website, or application the City uses to allow the public to submit reports or service requests to the City, comments on a social media page maintained by the City, or any other electronic means does not satisfy the process and procedure for submitting written notices of defect required by this Paragraph.

Section 3. Section 30 of the Charter of the City of Middletown, Notification of defects; limitations on City liability, is hereby amended to replace Paragraph B, thereof, to read in its entirety as follows:

B. No civil action may be maintained against the City for damages or injury to person or property sustained in consequence of the existence of snow or ice upon any sidewalk, crosswalk or street unless, before the occurrence resulting in such damages or injury, (1) notice thereof relating to the particular place was delivered to the City Clerk at 16 James Street, Middletown, New York in the form of a written physical hard copy and (2) the City failed or neglected to cause such snow or ice to be removed, or to otherwise reasonably make safe the place within a reasonable time after being given such notice. Notice of a defect submitted via email, the City's website, any service, website, or application the City uses to allow the public to submit reports or service requests to the City, comments on a social media page maintained by the City, or any other electronic means does not satisfy the process and procedure for submitting written notices of defect required by this Paragraph.

Section 4. Section 30 of the Charter of the City of Middletown, Notification of defects; limitations on City liability, is hereby amended to replace Paragraph C, thereof, to read in its entirety as follows:

C. All claims against the City for damages or injury to persons or property alleged to have been caused by the misfeasance or negligence of the City, or any of its officers or employees, shall be presented to the City Clerk at 16 James Street, Middletown in the form of a written physical hard copy within ninety (90) days after the happening of the accident or injury out of which the claim arose. Such writing shall describe the time when, the particular place where, and the circumstances under which damages or injuries were sustained, and the cause thereof. It shall also state so far as then practicable the nature and extent of the damages or injury. It shall also state the place of residence of the claimant by street and number, and if there be no street and number, it shall contain such statement as will disclose the place of residence, and all such claims shall be verified by the oath of the claimant. A copy of each such claim shall be served by mail on the Corporation Counsel. The omission to present such claim within ninety

(90) days of such alleged injuries and to commence an action thereon within one (1) year from the time of such alleged injuries shall be a bar to any claim or action therefor against the City, but no action shall be brought upon any such claim until three (3) months have elapsed after the presentation of the claim to the City Clerk. Notice of a claim submitted via email, the City's website, any service, website, or application the City uses to allow the public to submit reports or service requests to the City, comments on a social media page maintained by the City, or any other electronic means does not satisfy the process and procedure for submitting written notices of claim required by this Paragraph.

Section 7. Severability. If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Local Law.

Section 8. Effective Date. This Local Law shall be effective upon filing with the Secretary of State.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 4, 2025
Index No:

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Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

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

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

Prepared by:

Attachments:

None