CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
APRIL 1, 2025

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF MINUTES

4. CORRESPONDENCE, COMMUNICATION AND REPORTS

5. FOR THE GOOD OF THE CITY (AGENDA ITEMS & CITY BUSINESS ONLY)

6. REMARKS OF THE MAYOR

7. REMARKS OF THE DEPARTMENT HEADS

8. PUBLIC HEARINGS AND GRIEVANCES

9. PETITIONS AND COMPLAINTS

10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES

11. UNFINISHED BUSINESS

12. NEW BUSINESS

    99-25 Authorization to Accept a $6,210 Grant Award from the County of Orange for STOP DWI Enforement Program

    100-25 Authorization to Enter into Agreements with the County of Orange to Secure the County Fire Safety Trailer for the National Night Out Against Crime and Kids Day Celebration Events

    101-25 Authorization to accept donation from Middletown Business Improvement District (BID) for the Purchase of a New License Plate Reader

    102-25 Authorization to Transfer $700,000 from the Debt Service Fund Balance for the City Match Portion of the Water System Improvements Project, Phase 2

103-25 Authorization to Adopt the Abandoned Property - Unclaimed Funds Policy

104-25 Authorization to transfer $999,977.50 for the Court House Project

105-25 Authorization to Increase Part-Time Police Officer Hourly Rate of Pay

106-25 Authorization to transfer $121,914.59 from General Fund Balance to Cover Vehicle Replacements within the DPW Fleet

107-25 Authorizes Agreements with Harry F. Rotolo & Sons Electric for Alarm System Monitoring for City Buildings

108-25 Authorization to Hold a Public Hearing on a 2 Lot Subdivision (Lot Line Change) at 15 Mercer Avenue and 16 Warren Avenue

109-25 Authorization to Hold a Public Hearing on a 2-Lot Subdivision at 20 1/2 -30 Low Avenue, Front and Rear

110-25 Authorization to Award the Construction Bids And ProjecT Funding For The Parking Garage Project

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. FOR THE GOOD OF THE CITY

16. ADJOURNMENT

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 99-25

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 $6,210 Grant Award from the County of Orange for STOP DWI Enforement Program

BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a $6,210 grant award from Orange County to Stop DWI Program.

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 with the County of Orange for the Stop DWI Enforcement Program.

Be it further resolved that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit this funding to the STOP DWI Budget line, A.3141.103.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	image51783
2.	STOP DWI 2025-2026

ORANGE COUNTY, NEW YORK

STOP-DWI / Traffic Safety Programs
22 Wells Farm Road
Goshen, New York 10924
845-615-0566

Steven M. Neuhaus
County Executive

Coordinator
Robert Doss
Deputy Commissioner
OC Emergency Services

Administrator
John Jones

TO: CITY OF MIDDLETOWN POLICE DEPARTMENT

FROM: Robert Doss, Deputy Commissioner/Orange County STOP-DWI Coordinator

DATE: March 6, 2025

Enclosed is your department's contract for the 2025 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 10, 2025, and ending on January 1, 2026**. The contract is for participation for the **full year.** The enclosed contract indicates the **Not-to-Exceed dollar amount** for the 1st Period beginning on March 10, 2025, and ending on June 1, 2025, in the amount of **$8000. The contract no longer includes a limit on the number of hours you may use**. You will be subsequently notified by letter of the awarded amount of the total dollars for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract at your earliest convenience to ensure that your department can participate in the enforcement period. **A BOARD-CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED BY EMAIL TO csaccone@orangecountygov.com OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

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

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 10th day of March, 2025, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **CITY OF MIDDLETOWN,** a City of the State of New York, with its principal offices at 2 James Street, Middletown, NY 10940 by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

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

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 10, 2025 and end January 1, 2026.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b) seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

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

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 6. BOOKS AND RECORDS

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

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

ARTICLE 7. RETENTION OF RECORDS

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

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. TERMINATION

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

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

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

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

ARTICLE 11. GENERAL RELEASE

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

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

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

ARTICLE 14. ENTIRE AGREEMENT

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

ARTICLE 15. MODIFICATION

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

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

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

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

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

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

ARTICLE 17. SIGNATURES

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

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

COUNTY OF ORANGE

By: ____________________________
Steven M. Neuhaus
County Executive

DATE: ________________________

MUNICIPALITY

By: ____________________________
Name:
Title:

DATE: ________________________

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 10, 2025 through June 1, 2025, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2025 through September 2, 2025, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period –November 10, 2025 through January 1, 2026, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

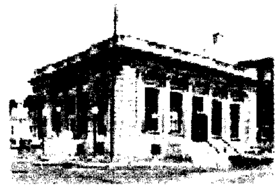
Based on data submittals from the MUNICIPALITY for the prior enforcement period November 11, 2024 through January 1, 2025, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **EIGHT THOUSAND DOLLARS ($8000) for the first enforcement period of 2025.** The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2025.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2025 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

JOHN EWANCIW
CHIEF OF POLICE

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



CITY OF MIDDLETOWN POLICE DEPARTMENT
2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 14, 2025

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting permission to accept a donation in the amount of $4,000 from Middletown Downtown Business District for the purchase of a License Plate reader and its associated installation costs.

The revenue has been added to A.2705.06, Police Donations line. Upon approval to accept this funding, kindly increase our A.3120.200 budget line by $3500 for the LPR equipment purchase, and our A.3120.440 line by $500 for the cost of installation.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

Sent check to
Rosa on
1/14/2025
to increase our
A.3120.200
line

BID

Business Improvement District

RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Charles Quinn

Sec'd by Matt Pfisterer

Date of Adoption: 09-08-24

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Charles Quinn	X			
Cheryl Pierce	X			
Margaret Botti	X			
Alvaro Garcia	X			
Juan M. Avalos	X			
John Naumchik	X			
Jose Linaves	X			
Tom Foley				X
Lenora Liz	X			
Matt Pfisterer	X			
Maria Bruni	X			
TOTAL	10			1

WHEREAS; the Middletown Police Department is looking to purchase a camera and software for a License Plate Reader to be used for security in the BID, and

WHEREAS; the License Plate Reader will cost $3,500 with an additional cost of $500 for installation costs, and

WHEREAS; the BID will donate to the Middletown Police Department a total of $4,000.00 for the License Plate Reader with another possible purchase in 2025.

SO LET IT BE RESOLVED; that the board of the Downtown Business District approves the donation to the Middletown Police Department for a License Plate Reader in the amount of $4,000 to be used for security in the BID district.

4756

DOWNTOWN MIDDLETOWN DISTRICT MANAGEMENT ASSOCIATION INC.
ACCOUNT B
19 SOUTH STREET
MIDDLETOWN, NY 10940

ORANGE BANK AND TRUST COMPANY

50-247/219

12/18/2024

PAY TO THE ORDER OF City of Middletown NY $ **4,000.00

Four Thousand and 00/100** DOLLARS

City of Middletown NY
16 James Street
Middletown NY 10940

MEMO
Police Camera Donation

AUTHORIZED SIGNATURE

⑈004756⑈ ⑆021902475⑆ 8180139⑈

DOWNTOWN MIDDLETOWN DISTRICT MANAGEMENT ASSOCIATION INC. -- ACCOUNT B 4756

City of Middletown NY		12/18/2024	
	Police Camera Donation		4,000.00

Cash Operating Chec	Police Camera Donation	4,000.00

JOHN EWANCIW
CHIEF OF POLICE

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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 7, 2024

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

Dear Mayor DeStefano and Members,

Attached please find the contract with the County for our STOP-DWI enforcement period of March 10, 2024 through January 1, 2025. The total amount of the 1st period award is for unlimited hours of service or a dollar amount not to exceed $6210. We will be notified at a later date of subsequent payments to cover the 2nd and 3rd periods of the year. These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

Please be kind enough to prepare a resolution authorizing the Mayor to sign the agreement.

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

Please add this funding to our STOP DWI Budget line A.3141.103.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure
JE: ccd

JOHN EWANCIW
CHIEF OF POLICE

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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 100-25

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 Agreements with the County of Orange to Secure the County Fire Safety Trailer for the National Night Out Against Crime and Kids Day Celebration Events

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 with the County Fire Safety Trailer for the National Night Out Against Crime and the Kids Celebration events this summer.

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:
John Ewanciw, Chief of Police

Attachments:

1.	smokehouse trailer approvals2025

JOHN EWANCIW
CHIEF OF POLICE

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

CITY OF MIDDLETOWN POLICE DEPARTMENT
2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 14, 2025

Honorable Joseph DeStefano
Mayor – City of Middletown
Board of Estimate and Apportionment
Common Council Clerk McCormack
City Hall
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano, Clerk McCormack, and members of the BOE;

The City of Middletown Police Department would like to secure the County Fire Safety Trailer for the National Night Out Against Crime and the Kids Celebration events this summer.

We ask for you to prepare a resolution to allow the Mayor to sign both contracts regarding the proper use and insurance for the trailer during these events.

If you have any questions, please contact me.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 101-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor   Date

Authorization to accept donation from Middletown Business Improvement District (BID) for the Purchase of a New License Plate Reader

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a $4,000 donation from Middletown Downtown Business District for the purchase of a License Plate reader and its associated installation costs.

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment authorizes the Treasurer to deposit the funds in A.2705.06, the Police Donations line, and to increase A.3120.200 budget line by $3500 for the LPR equipment purchase, and our A.3120.440 line by $500 for the cost of installation.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	image51793

BoE 3/27

JOHN EWANCIW
CHIEF OF POLICE

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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 14, 2025

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting permission to accept a donation in the amount of $4,000 from Middletown Downtown Business District for the purchase of a License Plate reader and its associated installation costs.

The revenue has been added to A.2705.06, Police Donations line. Upon approval to accept this funding, kindly increase our A.3120.200 budget line by $3500 for the LPR equipment purchase, and our A.3120.440 line by $500 for the cost of installation.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

Sent check to
Rosa on
1/14/2025
to increase our
A.3120.200 line

BID

Business Improvement District

RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Charles Quinn

Sec'd by Matt Pfisterer

Date of Adoption: 09-08-24

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Charles Quinn	X			
Cheryl Pierce	X			
Margaret Botti	X			
Alvaro Garcia	X			
Juan M. Avalos	X			
John Naumchik	X			
Jose Linaves	X			
Tom Foley				X
Lenora Liz	X			
Matt Pfisterer	X			
Maria Bruni	X			
TOTAL	10			1

WHEREAS; the Middletown Police Department is looking to purchase a camera and software for a License Plate Reader to be used for security in the BID, and

WHEREAS; the License Plate Reader will cost \$3,500 with an additional cost of \$500 for installation costs, and

WHEREAS; the BID will donate to the Middletown Police Department a total of \$4,000.00 for the License Plate Reader with another possible purchase in 2025.

SO LET IT BE RESOLVED; that the board of the Downtown Business District approves the donation to the Middletown Police Department for a License Plate Reader in the amount of \$4,000 to be used for security in the BID district.

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER · HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

4756

DOWNTOWN MIDDLETOWN DISTRICT MANAGEMENT ASSOCIATION INC.
ACCOUNT B
19 SOUTH STREET
MIDDLETOWN, NY 10940

ORANGE BANK AND TRUST COMPANY

50-247/219

12/18/2024

PAY TO THE ORDER OF City of Middletown NY $ **4,000.00

Four Thousand and 00/100*** DOLLARS

City of Middletown NY
16 James Street
Middletown NY 10940

AUTHORIZED SIGNATURE

MEMO
Police Camera Donation

⑈004756⑈ ⑆021902475⑆ 8180139⑈

DOWNTOWN MIDDLETOWN DISTRICT MANAGEMENT ASSOCIATION INC. -- ACCOUNT B 4756

City of Middletown NY	Police Camera Donation	12/18/2024	4,000.00

Cash Operating Chec Police Camera Donation 4,000.00

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 102-25

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

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Transfer $700,000 from the Debt Service Fund Balance for the City Match Portion of the Water System Improvements Project, Phase 2

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 $700,000, in the following manner, for the City's match for the Water System Improvement Project, Phase 2.Other funding source is through the EPA grant.

FROM	TO	AMOUNT
DEBT SERVICE FUND BALANCE - (Capital Hookup Fees - Water)	H.0947.900 F_2018_Water System Improvements Phase 1 & 2	$700,000

Prepared by:
Jacob Tawil

<u>Attachments:</u>
None

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 103-25

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 Adopt the Abandoned Property - Unclaimed Funds Policy

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the adoption of an Abandoned Property-Unclaimed Funds Policy per New York State Abandon Property Law.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	Unclaim Funds Policy

DATE OF ADOPTION:

CITY OF
Middletown
NEW YORK

ABANDON PROPERTY – UNCLAIM FUNDS POLICY

FINANCE OFFICE

The City has responsibilities under the New York Abandoned Property Law to keep records regarding certain abandoned property (mostly unclaimed funds) and to report these abandonments to the State Comptroller.

The following is a list of the property that must be recorded.

1. Any money derived from wages which have been unclaimed by a City employee or former employee for a period of one year. After the expiration, these funds should be offered to the State Comptroller with a statement setting forth:

a) The name and last known address of each such employee and the amount that has been unclaimed;

b) The fact that the City is the employer, along with the City's address; and

c) The period of employment during which such salary or wages accrued.

2. Any unclaimed amount representing unredeemed gift certificates sold after December 31, 1983, and which has remained unclaimed by the owner of such amount for five years. After the expiration, these funds should be offered to the State Comptroller with a statement setting forth:

a) The name and last known address of each such owner and the amount that has been unclaimed; and

b) The reason that the City issued the gift certificate and the date of issuance.

3. Any amount representing outstanding checks issued on and after July 1, 1974 in payment for goods or for services, and owing in New York State, and which has remained unclaimed by the owner of such amount for three years. After the expiration, these funds should be offered to the State Comptroller with a statement setting forth:

a) The name and last known address of each such owner and the amount that has been unclaimed; and

b) The reason that the City issued such check and the date of issuance.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 104-25

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 $999,977.50 for the Court House Project

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 $999,977.50, in the following manner, for the Court House Project.

FROM	TO	AMOUNT
H.0996.900 Infill Development Project_Cancelled	999,977.50	H.0916.900 A_2015_Courthouse

This is to transfer a temporary borrowing originally from the Infill Development Project to the Courthouse Renovation Project. This will be reimbursed by Senator Skoufis Grant.

Prepared by:

Leonora Liz, Treasurer

Attachments:
None

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 105-25

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 Increase Part-Time Police Officer Hourly Rate of Pay

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an increase in the pay rates for part-time Police Officers from $25 per hour to $32 per hour.

This change will have no impact on our 2025 police budget.

Prepared by:
John Ewanciw, Chief of Police

<u>Attachments:</u>

1.	pt police officer increase

JOHN EWANCIW
CHIEF OF POLICE

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

CITY OF MIDDLETOWN POLICE DEPARTMENT
2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 26, 2025

Honorable Joseph M. DeStefano &
City of Middletown Common Council
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano and Members of the Common Council:

I am requesting consideration for the change of rate for the Part time police officer from $25 per hour to $32 per hour in an effort to be more competitive with neighboring departments. This change will have no impact on our 2025 police budget.

If you have any questions please do not hesitate to contact me.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 106-25

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

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to transfer $121,914.59 from General Fund Balance to Cover Vehicle Replacements within the DPW Fleet

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 $121,914.59, in the following manner, for the purchase of two (2) 2023 Durango Pursuit-White at $39,767.80,(To replace a Code Department 2011 Tahoe and provide an additional Code Department Vehicle) and a 2024 Dodge Ram 1500-White at $42,378.99 that will replace a 2017 Building Inspector truck. The 2017 truck will move to the Lot Crew which is in need of a vehicle.

All 3 Vehicles are currently on the LOT as leftovers from previous years with lower costs using Onondaga #0010808 contracted pricing.

FROM	TO	AMOUNT
General Fund Balance	A.1490.201 Vehicles	$121,914.59

Prepared by:
Jacob Tawil

Attachments:

1.	DPW Memo

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: March 27, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

We respectfully request a transfer within our 2024 budget lines to cover needed vehicle/replacement vehicles within our DPW Fleet.

2- 2023 Durango Pursuit-White at $39,767.80, that will replace our Code dept 2011 Tahoe and the vacant code vehicle

1-2024 Ram 1500-White at $42,378.99 that will replace our 2017 Building inspector truck. The 2017 truck will move to the Lot Crew which is in need of a vehicle.

All 3 Vehicles are currently on the LOT as leftovers from previous years with lower costs using Onondaga #0010808 contracted pricing.

	FROM	AMOUNT	TO
1.	A.5110.100 Personal Services	$121,914.59	A.1490.201 Vehicles

Thank you.

MC

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 107-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorizes Agreements with Harry F. Rotolo & Sons Electric for Alarm System Monitoring for City Buildings

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes agreements with Harry F. Rotolo & Sons Electric for Alarm System Monitoring for City Buildings.

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	city hall
2.	mulberry house
3.	rail trail
4.	sewer plant
5.	warming station
6.	warming station-fire
7.	resolutions parks

HARRY F. ROTOLO & SON, INC.
- *Electrical Contractors* -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

1. City of Middletown-City Hall being owner/occupant (lessee) of hereby premises at 16 James Street, Middletown, NY10940, hereby rent, from Harry F. Rotolo & Son, Inc., a monitoring system to be delivered and installed at the above premises. This agreement shall commence on January1, 2025 and last for one year from the commencement date. The above owner/occupant (lessee) shall pay in the sum of $39.00 per month for maintenance plus taxes.
2. Harry F. Rotolo & Son, Inc., in return for such consideration, agree to keep and maintain said monitoring system in good, serviceable condition and inspect it whenever duly notified.
3. It is further agreed that this contract shall automatically renew itself for the period of one year, and from one year thereafter. If any of the above-mentioned subscribers wants to terminate this contract, then written notice must be provided at least 30 days prior to expiration date. There will be a 4% increase on the monthly maintenance fee after the first year and every year following this contract.
4. In the event of a "breach of contract" to this agreement such as failure of installment payment by owner/occupant (lessee), Harry F. Rotolo, Inc. shall have the right to declare the entire balance due. Harry F. Rotolo & Son, Inc. shall also have the right to enter the premises for the purpose of removing the system and attempt to collect any charges that

have accrued or were accrued, hereunder. Harry F. Rotolo & Son, Inc will not be held liable for any damages to the premises during the time of removal of system.

5. The owner/occupant (lessee) shall not disturb, injure, or remove the monitoring system or and/or permit anyone at anytime to do so. The owner/occupant (lessee) shall indemnify Harry F. Rotolo & Son, Inc. from any losses.
6. Harry F. Rotolo & Son, Inc. is not an insurer and does not undertake to guarantee any loss or damage to the owner/occupant (lessee) by reason of burglary, theft, fire, or any other cause. Harry F. Rotolo & Son, Inc. shall not be liable of any negligence or oversight on the part of its employees.
7. Neither party shall change the terms of this contract except by mutual consent in writing.

Signature ______________________________

Date ______________________________

Please sign and return original document

HARRY F. ROTOLO & SON, INC.
- Electrical Contractors -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

February 25, 2025

City of Middletown
16 James Street
Middletown, NY 10940

Re: Fire Alarm Monitoring- Account# VX8476 (16 James Street, Middletown, NY 10940)

To Whom It May Concern:

We are in the process of updating our records for our alarm accounts. We would appreciate you filling out the below information and returning it to us no later than April 1, 2025. If we do not receive this information from you, then your account will remain the same.

Please list the names and numbers in order that you would like your emergency calls for your Fire/Burglary Alarm System. Please keep in mind that number one is the first to be contact call.

	Name	Phone Number(s)
1)	Central Fire house	845-343-4169
2)	Middletown DPW	845-343-3169
3)	Middletown PD	845-343-3151
4)	Ross Mastria	845-741-6119
5)	Jacob Tawil	845-321-4344
6)		
7)		

Sincerely,

Harry F. Rotolo, III
President
Harry F. Rotolo & Son, Inc

HARRY F. ROTOLO & SON, INC.
- Electrical Contractors -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

1. City of Middletown-Mulberry House being owner/occupant (lessee) of hereby premises at 62-70 West Main Street, Middletown, NY10940, hereby rent, from Harry F. Rotolo & Son, Inc., a monitoring system to be delivered and installed at the above premises. This agreement shall commence on January1, 2025 and last for one year from the commencement date. The above owner/occupant (lessee) shall pay in the sum of $39.00 per month for maintenance plus taxes.
2. Harry F. Rotolo & Son, Inc., in return for such consideration, agree to keep and maintain said monitoring system in good, serviceable condition and inspect it whenever duly notified.
3. It is further agreed that this contract shall automatically renew itself for the period of one year, and from one year thereafter. If any of the above-mentioned subscribers wants to terminate this contract, then written notice must be provided at least 30 days prior to expiration date. There will be a 4% increase on the monthly maintenance fee after the first year and every year following this contract.
4. In the event of a "breach of contract" to this agreement such as failure of installment payment by owner/occupant (lessee), Harry F. Rotolo, Inc. shall have the right to declare the entire balance due. Harry F. Rotolo & Son, Inc. shall also have the right to enter the premises for the purpose of removing the system and attempt to collect any charges that

have accrued or were accrued, hereunder. Harry F. Rotolo & Son, Inc will not be held liable for any damages to the premises during the time of removal of system.

5. The owner/occupant (lessee) shall not disturb, injure, or remove the monitoring system or and/or permit anyone at anytime to do so. The owner/occupant (lessee) shall indemnify Harry F. Rotolo & Son, Inc. from any losses.
6. Harry F. Rotolo & Son, Inc. is not an insurer and does not undertake to guarantee any loss or damage to the owner/occupant (lessee) by reason of burglary, theft, fire, or any other cause. Harry F. Rotolo & Son, Inc. shall not be liable of any negligence or oversight on the part of its employees.
7. Neither party shall change the terms of this contract except by mutual consent in writing.

Signature ______________________________

Date ______________________________

Please sign and return original document

HARRY F. ROTOLO & SON, INC.
- Electrical Contractors -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

February 25, 2025

City of Middletown
16 James Street
Middletown, NY 10940

Re: Fire Alarm Monitoring- Account# PA0026 (62-70 West Main Street, Middletown, NY 10940)

To Whom It May Concern:

We are in the process of updating our records for our alarm accounts. We would appreciate you filling out the below information and returning it to us no later than April 1, 2025. If we do not receive this information from you, then your account will remain the same.

Please list the names and numbers in order that you would like your emergency calls for your Fire/Burglary Alarm System. Please keep in mind that number one is the first to be contact call.

	Name	Phone Number(s)
1)	Central Fire House	845-343-4169
2)	Middletown PD	845-343-3151
3)	Julisa Sierra	845-346-4075/845-978-3748
4)	Middletown DPW	845-343-3169
5)	City Hall Mayors Office	845-346-4100
6)	Ross Mastria	845-741-6119
7)	Jacob Tawil	845-321-4344

Sincerely,

Harry F. Rotolo, III
President
Harry F. Rotolo & Son, Inc

HARRY F. ROTOLO & SON, INC.
- Electrical Contractors -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

1. City of Middletown-Rail Trail being owner/occupant (lessee) of hereby premises at 45-53 North Street, Middletown, NY10940, hereby rent, from Harry F. Rotolo & Son, Inc., a monitoring system to be delivered and installed at the above premises. This agreement shall commence on January1, 2025 and last for one year from the commencement date. The above owner/occupant (lessee) shall pay in the sum of $39.00 per month for maintenance plus taxes.
2. Harry F. Rotolo & Son, Inc., in return for such consideration, agree to keep and maintain said monitoring system in good, serviceable condition and inspect it whenever duly notified.
3. It is further agreed that this contract shall automatically renew itself for the period of one year, and from one year thereafter. If any of the above-mentioned subscribers wants to terminate this contract, then written notice must be provided at least 30 days prior to expiration date. There will be a 4% increase on the monthly maintenance fee after the first year and every year following this contract.
4. In the event of a "breach of contract" to this agreement such as failure of installment payment by owner/occupant (lessee), Harry F. Rotolo, Inc. shall have the right to declare the entire balance due. Harry F. Rotolo & Son, Inc. shall also have the right to enter the premises for the purpose of removing the system and attempt to collect any charges that

have accrued or were accrued, hereunder. Harry F. Rotolo & Son, Inc will not be held liable for any damages to the premises during the time of removal of system.

5. The owner/occupant (lessee) shall not disturb, injure, or remove the monitoring system or and/or permit anyone at anytime to do so. The owner/occupant (lessee) shall indemnify Harry F. Rotolo & Son, Inc. from any losses.
6. Harry F. Rotolo & Son, Inc. is not an insurer and does not undertake to guarantee any loss or damage to the owner/occupant (lessee) by reason of burglary, theft, fire, or any other cause. Harry F. Rotolo & Son, Inc. shall not be liable of any negligence or oversight on the part of its employees.
7. Neither party shall change the terms of this contract except by mutual consent in writing.

Signature ____________________________

Date ____________________________

Please sign and return original document

HARRY F. ROTOLO & SON, INC.
- Electrical Contractors -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

February 25, 2025

City of Middletown
16 James Street
Middletown, NY 10940
Re: Fire Alarm Monitoring- Account# NGDL 5895(45-53 North Street, Middletown, NY 10940)
To Whom It May Concern:

We are in the process of updating our records for our alarm accounts. We would appreciate you filling out the below information and returning it to us no later than April 1, 2025. If we do not receive this information from you, then your account will remain the same.

Please list the names and numbers in order that you would like your emergency calls for your Fire/Burglary Alarm System. Please keep in mind that number one is the first to be contact call.

	Name	Phone Number(s)
1)	Central Fire House	845-343-4169
2)	Middletown DPW	845-343-3169
3)	Middletown Police	845-343-3151
4)	Ross Mastria	845-741-6119
5)	Jacob Tawil	845-321-4344
6)		
7)		

Sincerely,

Harry F. Rotolo, III
President
Harry F. Rotolo & Son, Inc

HARRY F. ROTOLO & SON, INC.

- Electrical Contractors -

390 East Main Street • Middletown, New York 10940

Phone 845-343-8160 • Fax 845-343-8610

1. City of Middletown-WWTP being owner/occupant (lessee) of hereby premises at 159 Dolson Ave, Middletown, NY10940, hereby rent, from Harry F. Rotolo & Son, Inc., a monitoring system to be delivered and installed at the above premises. This agreement shall commence on January1, 2025 and last for one year from the commencement date. The above owner/occupant (lessee) shall pay in the sum of $39.00 per month for maintenance plus taxes.
2. Harry F. Rotolo & Son, Inc., in return for such consideration, agree to keep and maintain said monitoring system in good, serviceable condition and inspect it whenever duly notified.
3. It is further agreed that this contract shall automatically renew itself for the period of one year, and from one year thereafter. If any of the above-mentioned subscribers wants to terminate this contract, then written notice must be provided at least 30 days prior to expiration date. There will be a 4% increase on the monthly maintenance fee after the first year and every year following this contract.
4. In the event of a "breach of contract" to this agreement such as failure of installment payment by owner/occupant (lessee), Harry F. Rotolo, Inc. shall have the right to declare the entire balance due. Harry F. Rotolo & Son, Inc. shall also have the right to enter the premises for the purpose of removing the system and attempt to collect any charges that

have accrued or were accrued, hereunder. Harry F. Rotolo & Son, Inc will not be held liable for any damages to the premises during the time of removal of system.

5. The owner/occupant (lessee) shall not disturb, injure, or remove the monitoring system or and/or permit anyone at anytime to do so. The owner/occupant (lessee) shall indemnify Harry F. Rotolo & Son, Inc. from any losses.
6. Harry F. Rotolo & Son, Inc. is not an insurer and does not undertake to guarantee any loss or damage to the owner/occupant (lessee) by reason of burglary, theft, fire, or any other cause. Harry F. Rotolo & Son, Inc. shall not be liable of any negligence or oversight on the part of its employees.
7. Neither party shall change the terms of this contract except by mutual consent in writing.

Signature __________________________

Date __________________________

Please sign and return original document

HARRY F. ROTOLO & SON, INC.
- Electrical Contractors -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

February 25, 2025

City of Middletown
16 James Street
Middletown, NY 10940

Re: Fire Alarm Monitoring- Account# NGDL 6625 (159 Dolson Ave, Middletown, NY 10940)

To Whom It May Concern:

We are in the process of updating our records for our alarm accounts. We would appreciate you filling out the below information and returning it to us no later than April 1, 2025. If we do not receive this information from you, then your account will remain the same.

Please list the names and numbers in order that you would like your emergency calls for your Fire/Burglary Alarm System. Please keep in mind that number one is the first to be contact call.

	Name	Phone Number(s)
1)	Central Fire House	845-343-4169
2)	Middletown DPW	845-343-3169
3)	Middletown Police	845-343-3151
4)	John Wallace	845-216-9523
5)	Brian Smith	845-806-7476
6)	Jacob Tawil	845-321-4344
7)		

Sincerely,

Harry F. Rotolo, III
President
Harry F. Rotolo & Son, Inc.

HARRY F. ROTOLO & SON, INC.
- *Electrical Contractors* -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

1. City of Middletown-Warming Station (Burglar) being owner/occupant (lessee) of hereby premises at 10 Mulberry Street, Middletown, NY10940, hereby rent, from Harry F. Rotolo & Son, Inc., a monitoring system to be delivered and installed at the above premises. This agreement shall commence on January1, 2025 and last for one year from the commencement date. The above owner/occupant (lessee) shall pay in the sum of $39.00 per month for maintenance plus taxes.
2. Harry F. Rotolo & Son, Inc., in return for such consideration, agree to keep and maintain said monitoring system in good, serviceable condition and inspect it whenever duly notified.
3. It is further agreed that this contract shall automatically renew itself for the period of one year, and from one year thereafter. If any of the above-mentioned subscribers wants to terminate this contract, then written notice must be provided at least 30 days prior to expiration date. There will be a 4% increase on the monthly maintenance fee after the first year and every year following this contract.
4. In the event of a "breach of contract" to this agreement such as failure of installment payment by owner/occupant (lessee), Harry F. Rotolo, Inc. shall have the right to declare the entire balance due. Harry F. Rotolo & Son, Inc. shall also have the right to enter the premises for the purpose of removing the system and attempt to collect any charges that

have accrued or were accrued, hereunder. Harry F. Rotolo & Son, Inc will not be held liable for any damages to the premises during the time of removal of system.

5. The owner/occupant (lessee) shall not disturb, injure, or remove the monitoring system or and/or permit anyone at anytime to do so. The owner/occupant (lessee) shall indemnify Harry F. Rotolo & Son, Inc. from any losses.
6. Harry F. Rotolo & Son, Inc. is not an insurer and does not undertake to guarantee any loss or damage to the owner/occupant (lessee) by reason of burglary, theft, fire, or any other cause. Harry F. Rotolo & Son, Inc. shall not be liable of any negligence or oversight on the part of its employees.
7. Neither party shall change the terms of this contract except by mutual consent in writing.

Signature __________________________

Date __________________________

Please sign and return original document

HARRY F. ROTOLO & SON, INC.

- Electrical Contractors -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

February 25, 2025

City of Middletown
16 James Street
Middletown, NY 10940

Re: Burglar Monitoring- Account# NGDL 7239 (10 Mulberry Street, Middletown, 10940)

To Whom It May Concern:

We are in the process of updating our records for our alarm accounts. We would appreciate you filling out the information below and returning it to us no later than April 1, 2025. If we do not receive this information from you, then your account will remain the same.

Please list the names and numbers in order that you would like your emergency calls for your Fire/Burglary Alarm System. Please keep in mind that number one is the first to be contact call.

	Name	Phone Number(s)
1)	Central Fire House	845-343-4169
2)	Middletown Police	845-343-3151
3)	Middletown DPW City	845-343-3169
4)	Hall Mayors Office	845-346-4100
5)	Ross Mastria	845-741-6119
6)	Jacob Tawil	845-321-4344
7)		

Sincerely,

Harry F. Rotolo, III
President
Harry F. Rotolo & Son, Inc

HARRY F. ROTOLO & SON, INC.

- Electrical Contractors -

390 East Main Street • Middletown, New York 10940

Phone 845-343-8160 • Fax 845-343-8610

1. City of Middletown-Warming Station (Fire) being owner/occupant (lessee) of hereby premises at 10 Mulberry Street, Middletown, NY10940, hereby rent, from Harry F. Rotolo & Son, Inc., a monitoring system to be delivered and installed at the above premises. This agreement shall commence on January1, 2025 and last for one year from the commencement date. The above owner/occupant (lessee) shall pay in the sum of $39.00 per month for maintenance plus taxes.
2. Harry F. Rotolo & Son, Inc., in return for such consideration, agree to keep and maintain said monitoring system in good, serviceable condition and inspect it whenever duly notified.
3. It is further agreed that this contract shall automatically renew itself for the period of one year, and from one year thereafter. If any of the above-mentioned subscribers wants to terminate this contract, then written notice must be provided at least 30 days prior to expiration date. There will be a 4% increase on the monthly maintenance fee after the first year and every year following this contract.
4. In the event of a "breach of contract" to this agreement such as failure of installment payment by owner/occupant (lessee), Harry F. Rotolo, Inc. shall have the right to declare the entire balance due. Harry F. Rotolo & Son, Inc. shall also have the right to enter the premises for the purpose of removing the system and attempt to collect any charges that

have accrued or were accrued, hereunder. Harry F. Rotolo & Son, Inc will not be held liable for any damages to the premises during the time of removal of system.

5. The owner/occupant (lessee) shall not disturb, injure, or remove the monitoring system or and/or permit anyone at anytime to do so. The owner/occupant (lessee) shall indemnify Harry F. Rotolo & Son, Inc. from any losses.
6. Harry F. Rotolo & Son, Inc. is not an insurer and does not undertake to guarantee any loss or damage to the owner/occupant (lessee) by reason of burglary, theft, fire, or any other cause. Harry F. Rotolo & Son, Inc. shall not be liable of any negligence or oversight on the part of its employees.
7. Neither party shall change the terms of this contract except by mutual consent in writing.

Signature ________________________

Date ________________________

Please sign and return original document

HARRY F. ROTOLO & SON, INC.
- Electrical Contractors -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

February 25, 2025

City of Middletown
16 James Street
Middletown, NY 10940

Re: Fire Alarm Monitoring- Account# PA2000 (10 Mulberry Street, Middletown, NY 10940)

To Whom It May Concern:

We are in the process of updating our records for our alarm accounts. We would appreciate you filling out the below information and returning it to us no later than April 1, 2025. If we do not receive this information from you, then your account will remain the same.

Please list the names and numbers in order that you would like your emergency calls for your Fire/Burglary Alarm System. Please keep in mind that number one is the first to be contact call.

	Name	Phone Number(s)
1)	Central Fire House	845-343-4169
2)	Middletown PD	845-343-3151
3)	Middletown DPW City	845-343-3169
4)	Hall Mayors Office	845-346-4100
5)	Ross Mastria	845-741-6119
6)	Jacob Tawil	845-321-4344
7)		

Sincerely,

Harry F. Rotolo, III
President
Harry F. Rotolo & Son, Inc

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Green
Seconded by: Alderman Kleiner
Date of Adoption: March 18, 2025
Index No: 97-25

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

I hereby 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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date 3/20/25

Authorization to Enter an Agreement with RainDrop for Maple Hill Splash Pad

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Raindrop for the Maple Hill Splash Pad.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Rain Drop Splash Pad Proposal

PROPOSAL

RainDrop

Reference:	1877722
Project Name:	MAPLE HILL POOL CONVERSION
Salesperson:	Eric Zelman

Date: 2/26/2025

To:	RAELYNN BERTHOLF	**First Shipment Address:**	
Purchaser:	Middletown Recreation Departme	MAPLE HILL POOL/PARK	
Billing Address:	393 County Route 78	PLEASE CONFIRM	
	Middletown, NY 10940	Middletown, NY 10940	

Quantity	Item # *Click on item # to view cut sheet*	Item Description	GPM (Ea) *(If Applicable)*	Unit Price	Extended Amt
	ABOVE GROUND FEATURES				
2.00	WFCN-068-OM	WATER FUN CANNON, DIESEL TRAIN, OMNI	5.70	$8,250.00	$16,500.00
1.00	/BPFC-005-OM	PIPE FALLS PC, BARREL, RAIL ROAD, OM	66.10	$35,285.00	$35,285.00
1.00	TNSL-001-OM	TRAIN SLIDE-OM	16.40	$64,995.00	$64,995.00
1.00	PAD-3X6	PAD-3X6 EXIT SLIDE PAD		$2,655.00	$2,655.00
1.00	BLSJ-005-OM	BELLE SPRAY JET-OM	30.00	$2,750.00	$2,750.00
1.00	CFBR-004-OM	BUDDY BEAR W/HAT -OM	7.60	$5,875.00	$5,875.00
	HAT PAINTED LIKE STRIPED ENGINEERS				
2.00	ARCH-1370-OM-SS	ARCH-13' X 7'-OM STAINLESS STEEL	22.70	$10,720.00	$21,440.00
	LOOP 2				
1.00	RADB-002-OM	RADIAL DUMP, RR WATER TOWER, OMNI	30.80	$47,965.00	$47,965.00
1.00	SPTE-001-LF-OM	MINI TRAIN ENGINE-LF-OM	2.00	$10,975.00	$10,975.00
	SURFACE SPRAYS				
1.00	SPBG-003	SPRAY BRIGADE-POPKORN	78.90	$2,925.00	$2,925.00
2.00	PPJT-003	POPJETS 4	32.10	$605.00	$1,210.00
	LOOP 2				
2.00	TWTO-001-OM	TWIN TOWER-OM	7.60	$750.00	$1,500.00
1.00	SPLZ-001-OM	SPLITZ SPRAY-OM	7.60	$750.00	$750.00
7.00	GSJT-001-OM	GUSHER JET-OM	15.20	$750.00	$5,250.00
	LOOP 3&4 EVERY OTHER				
2.00	WTJT-001-OM	WATER TIARA-OM	11.40	$750.00	$1,500.00
1.00	TFJT-001-OM	TRIPLE FAN JET-OM	11.40	$750.00	$750.00
1.00	CIRT-012	CIRCLE TIME 12	20.20	$5,280.00	$5,280.00
1.00	FMGS-003	FOAM GEYSER	32.00	$3,250.00	$3,250.00
2.00	TNLP-001-OM	TINY TOOLIP SPRAY-OM	10.60	$750.00	$1,500.00
	LOOP 2				
	MOUNTING SYSTEM				
25.00	POD-A001	OMNIPOD TEMPLATE		$0.00	$0.00
	CONTROL SYSTEM				

PROPOSAL

Rain Drop

Reference: 1877722
Project Name: MAPLE HILL POOL CONVERSION
Salesperson: Eric Zelman

1.00	BOL-005	BOLLARD ACTIVATOR- TOUCH	$3,995.00	$3,995.00
1.00	RNMK-VFD-024	RAIN MAKER FOR VFD-24 OUTLET	$10,440.00	$10,440.00
1.00	/MFD6-1112103140	MANIFOLD 6, 11-1", 10-2", 1-3", 0-4" OUTLETS	$6,055.00	$6,055.00
9.00	SOL-MFD-ISOS-UNN-2	2"" SOLENOID VALVE ASSEMBLY, TRUE UNION BALL VALVE-DC FOR iSPLASH	$390.00	$3,510.00
10.00	SOL-MFD-ISOS-UNN-1	1"" SOLENOID VALVE ASSEMBLY, TRUE UNION BALL VALVE-DC FOR iSPLASH	$260.00	$2,600.00
1.00	BFV-MFD-3	3" BUTTERFLY VALVE ASSY FOR MANIFOLD	$880.00	$880.00
1.00	BLV-MFD-UNN-1	1"" BALL VALVE ASSEMBLY-TRUE UNION FOR MANIFOLD	$175.00	$175.00
1.00	BLV-MFD-UNN-2	2"" BALL VALVE ASSEMBLY-TRUE UNION FOR MANIFOLD	$295.00	$295.00
	RECIRCULATION AND FILTRATION SYSTEM			
1.00	PMP6-650-PK3-02	PUMP EQIP PAK, 6" MFD, 15HP-3PH-230/460V-60HZ, CSP-SERIES	$13,800.00	$13,800.00
1.00	VFD-151230	VFD FOR SINGLE PHASE INPUT 15 HP 3PH 230V PUMP	$3,085.00	$3,085.00
1.00	VFD-51230	VFD FOR SINGLE PHASE INPUT 5 HP 3 PH 230V PUMP	$1,495.00	$1,495.00
1.00	RSVR-F30-1-1-01	RSVR-FIBERGLASS-3000 GAL 1 DRN 1 SUCTION 1 OVERFLOW	$59,210.53	$59,210.53
1.00	CHL-750PK1L	CHLORINATION PAK-LIQUID W/ CAT 2000 CONTROLLER	$4,705.00	$4,705.00
1.00	FLT-240PK3S	FILTER PAK-55"" SAND FILTER-5 HP-3 PH	$22,915.00	$22,915.00
1.00	UV-SWIMI450+-001	UV SWIM I 450+ 3L+N	$61,250.00	$61,250.00
1.00	BASN-DVTR-1204-E-S	BASIN DIVERTER-12"" DRAIN LINE & 4"" STORM LINE SEDIMENT	$12,235.00	$12,235.00
2.00	ZPP-BFV6-EPM6-24AC	BUTTERFLY VALVE-6"-ELECTRONIC ACTUATOR-24 VOLT AC	$6,660.00	$13,320.00
	DRAINS			
5.00	DRN12-006B	DRAIN 12X12-6 INCH BOTTOM OUTLET COMPOSITE	$645.00	$3,225.00
2.00	SITE SERVICE-STAND	SITE SERVICE-STANDARD VISIT	$1,775.00	$3,550.00
	SITE SERVICE START UP & TRAINING			
1.00	/CSER-1877722	ENGINEERING SERVICE FOR 1877722	$37,000.00	$37,000.00

-SPLASH PAD DESIGN BASED ON APPROVAL RAIN DROP PROPOSAL.
-SITE VISIT TO VERIFY EXISTING CONDITIONS AND COLLECT DIMENSIONAL INFORMATION AS REQUIRED TO PREPARE DESIGN/BID DOCUMENTS.
-DESIGN OF PIPING SYSTEMS INCLUDING WATER FEATURE SUPPLY, DRAIN, PUMP SUCTION AND ASSOCIATED WATER TREATMENT PIPING.
-SURGE TANK INSTALLATION DETAILS.
-WATER TREATMENT AND FILTRATION SYSTEMS.
-ELECTRICAL POWER AND CONTROL WIRING.
-STRUCTURAL DESIGN FOR POOL INFILL AND CONCRETE PAD.

RainDrop

Reference:	1877722
Project Name:	MAPLE HILL POOL CONVERSION
Salesperson:	Eric Zelman

-EQUIPMENT ROOM VENTILATION UPGRADES.
-PLUMBING PIPING INCLUDING POTABLE WATER AND DRAINAGE PIPING AS REQUIRED.
-PREPARE TECHNICAL BID DOCUMENTS FOR PUBLIC BIDDING.
-PREPARE DOH APPLICATION.
-REVIEW CONTRACTOR SUBMITTALS.
-SITE VISIT FOR PUNCHLIST AND CLOSEOUT.

Total Flow (Non Choreographed) - 589.60 GPM

Quote Duration-60 Days

Total Order	$496,095.53
Less discount at a rate of 10.00%	-$49,254.55
Freight to Middletown, NY	$8,995.00
Taxes - See General Terms, Conditions and Warranty	$0.00
Net Order	$455,835.98

Sourcewell
Formerly NJPA

Contract #-010521-RDP

Inquire about our nationwide cooperative purchasing programs!

Payment Terms: 35% Dep, 65% prior shipment

Estimated Delivery Date upon placement of Order:

See the following pages for General Terms, Conditions and Warranty related to this Proposal

PROPOSAL

Rain Drop

Reference:	1877722
Project Name:	MAPLE HILL POOL CONVERSION
Salesperson:	Eric Zelman

Warranty Details Click Here

GENERAL TERMS AND CONDITIONS

1) **Purchase:** By executing this proposal (the "Proposal"), or submitting a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal into such purchase order specifically by reference) which is accepted by Rain Drop Products, LLC ("Rain Drop") the purchaser identified above ("you" or the "Purchaser") agrees to purchase the products as detailed in this Proposal (the "Products"), or in the purchase order accepted by Rain Drop, for use by Purchaser or for installation by Purchaser on behalf of a third-party who will be the ultimate owner of the features and/or equipment (the ultimate owner of the features and/or equipment, whether Purchaser or a third-party, being the "Owner").

2) **Proposal:** The above proposal is valid for sixty days from the date first set forth above. After sixty days Rain Drop reserves the right to increase prices due to the rise in costs of raw material, fuel or other cost increases.

3) **Short Ship Claims:** Purchaser has fifteen days from receipt of the Products to file a short ship report in writing to its sales representative. Rain Drop will not honor claims made after this time.

4) **Standard Exclusions:** Unless specifically included and detailed in this Proposal , this Proposal does not include, and Rain Drop will not provide services, labor or materials for any of the following work: (a) removal or disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any materials supplied by Purchaser or Owner; (d) repair of concealed underground utilities not located on prints, supplied to Rain Drop by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

5) **Bonding Guidelines:** If Purchaser uses or provides the Products for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: "The manufacturer's warranty for the Rain Drop Products brand water components is a separate document between Rain Drop Products, LLC and the ultimate owner of the Rain Drop brand water components, which will be provided to the ultimate owner at the time of final shipment for products manufactured by Rain Drop . Due to surety requirements, any performance and/or payment bond will cover only the first year of Rain Drop Products, LLC warranty."

6) **Insurance Requirements:** Rain Drop will not provide any insurance coverage in excess of its standard insurance, a copy of which is available for your review prior to acceptance of this Proposal.

7) **Payment:** Terms of payment are defined in the "Payment Terms" section of this Proposal and are specific to this contract.. All payments must be made to Rain Drop Products, LLC, 2121 Cottage Street, Ashland, Ohio 44805. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, Rain Drop may cease continued

manufacturing until such payments with penalties are made, or Rain Drop may be relieved of its obligations hereunder if payment is more than sixty days past due. Rain Drop shall be entitled to certain payments previously made as liquidated damages. Rain Drop may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt. All payments made pursuant to the installment payment process shall not be available to be recovered by Purchaser so long as Rain Drop Products is not in default under the agreement. Transactions over $5,000 paid via credit card will be subject to a 3% surcharge.

8) **Taxes:** Unless otherwise specifically included and detailed in this Proposal, prices do not include any taxes, including sales, use or excise taxes. It is the Purchaser's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents, where applicable, on file at Rain Drop.

9) **Lien Releases:** Upon request by Owner, Rain Drop will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Rain Drop will provide a full release of liens upon receipt of final payment. In accordance with state laws, Rain Drop reserves the right to place a lien on the property if final payment has not been received ten days prior to the filing deadline for liens.

10) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this Proposal unless specifically detailed herein. Rain Drop does not in any way warrant or represent that a permit or site plan approval for construction will be obtained.

11) **Manufacturing & Delivery:** Manufacturing lead-time from Rain Drop's receipt of this Proposal executed by Purchaser, or submittal by Purchaser of a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal specifically by reference) which is accepted by Rain Drop is approximately twelve (12) to sixteen (16) weeks depending on the size and complexity of the components ordered.

12) **Changes in the Work:** During the course of this project, Purchaser may order changes consisting of additions and deductions in the work. The cost of these changes will be determined by Rain Drop, and a change order form must be completed and signed by both Purchaser and Rain Drop , which will detail the scope of the change order. Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Rain Drop will be deemed to have performed its part of the project, and the project will be terminated. Upon such termination, Rain Drop will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of Purchaser.

13) **Restocking Fee** **There will be a 30% restocking fee applied to all Products returned by Purchaser. Prior approval must be obtained from Rain Drop before any product is to be returned. All returns are at Rain Drop's discretion.**

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Rain Drop and its consultants, agents and employees or any of them from and against claims, damages, losses and

expenses, including but not limited to attorneys' fees, related to the installation of products manufactured and supplied by Rain Drop , provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section..

15) **Intellectual Property Rights** Purchaser acknowledges and agrees that Rain Drop will remain the owner of any and all intellectual property rights, including, but not limited to, copyrights, service marks, and trademarks in, on or to the Products.

16) **Assembly/Installation:** Rain Drop does not provide installation services. If requested and specifically detailed in this Proposal, construction site services are intended to imply supervision and consulting services only. All labor required for the assembly, construction or removal of Products manufactured and supplied by Rain Drop will be the Purchaser's and/or Owner's responsibility.

17) **Site/Use Review by Purchaser:** Rain Drop relies on the Purchaser to determine that the Products are appropriate and safe for the Owner's installation site and/or intended use.

18) **Dispute Resolution:** Any controversy or claim arising out of or related to this Proposal must be settled by binding arbitration administered in Ashland, Ohio by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

19) **Entire Agreement; No Reliance:** This Proposal, if accepted by Purchaser, represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this Proposal are not part of this Proposal. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Rain Drop or its agents which are not expressly stipulated herein, including. without limitation any statements as to the Products, warranties provided hereunder.

20) **No Third-Party Beneficiaries:** This Proposal, if accepted by Purchaser, creates no third party rights or obligations between Rain Drop and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Proposal.

21) **Governing Law:** The Proposal will be construed and enforced in accordance with the laws of the State of Ohio. Notwithstanding any other law or venue available in any country or jurisdiction, the parties specifically reject all other venues and jurisdictions other than the United States of America, State of Ohio.

22) **Assignment:** Purchaser may not assign this Proposal, by operation of law or otherwise, without the prior written consent of Rain Drop. The Proposal, if accepted by Purchaser, shall be binding upon and inure to the benefit of Rain

Drop and the Purchaser, and their successors and permitted assigns.

23) **Miscellaneous:** Rain Drop objects to the inclusion of any different or additional terms in Purchaser's acceptance of this Proposal and if such terms are included in Purchaser's acceptance, Purchaser agrees that a contract of sale will nevertheless result only on the original terms stated in this Proposal. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, either of which may be deemed an original, but all of which shall constitute one and the same document. Each person executing this Agreement for and on behalf of Purchaser represents and warrants that that person has the authority to execute this Agreement and all corporate action necessary to authorize the execution delivery of this Agreement.

PROPOSAL

Rain•Drop

Reference: 1877722
Project Name: MAPLE HILL POOL CONVERSION
Salesperson: Eric Zelman
Order Amount: $ 455,835.98

Executed to be effective as of the date executed by the Company:

PURCHASER:

Signature: ______________________

By: (Print Name) Joe DeStefano

Title: Mayor

Date: 3/20/16

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Green
Seconded by: Alderman Jean-Francois
Date of Adoption: March 18, 2025
Index No: 90-25

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date 3/20/25

Authorization to Enter into an Agreement with Harry F. Rotolo & Sons Electric for Alarm Monitoring Services at the Recreation and Parks Building

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 Harry F. Rotolo & Son Electric for Alarm Monitoring for the Recreation and Parks Building from April 1, 2025–March 31, 2026, for an annual fee of $468.00.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Rotolo-001

1. Middletown Parks & Recreation Dept. being owner/occupant (lessee) of hereby premises at 393 County Rte 78, Middletown, NY10940, hereby rent, from Harry F. Rotolo & Son, Inc., a monitoring system to be delivered and installed at the above premises. This agreement shall commence on April 1, 2025 and last for one year from the commencement date. The above owner/occupant (lessee) shall pay in the sum of $39.00 per month for maintenance plus taxes.

2. Harry F. Rotolo & Son, Inc., in return for such consideration, agree to keep and maintain said monitoring system in good, serviceable condition and inspect it whenever duly notified.

3. It is further agreed that this contract shall automatically renew itself for the period of one year, and from one year thereafter. If any of the above-mentioned subscribers wants to terminate this contract, then written notice must be provided at least 30 days prior to expiration date. There will be a 4% increase on the monthly maintenance fee after the first year and every year following this contract.

4. In the event of a "breach of contract" to this agreement such as failure of installment

Harry F. Rotolo & Son, Inc. from any losses.

6. Harry F. Rotolo & Son, Inc. is not an insurer and does not undertake to guarantee any loss or damage to the owner/occupant (lessee) by reason of burglary, theft, fire, or any other cause. Harry F. Rotolo & Son, Inc. shall not be liable of any negligence or oversight on the part of its employees.

7. Neither party shall change the terms of this contract except by mutual consent in writing.

Signature ____________________

Date ____________________

Please sign and return original document

Re: Fire Alarm Monitoring- Account# NGDL 6454 (393 County Rte 78, Middletown, NY 10940

To Whom It May Concern:

We are in the process of updating our records for our alarm accounts. We would appreciate you filling out the below information and returning it to us no later than April 1, 2025. If we do not receive this information from you, then your account will remain the same.

Please list the names and numbers in order that you would like your emergency calls for your Fire/Burglary Alarm System. Please keep in mind that number one is the first to be contact call.

	Name	Phone Number(s)
1)	Matt Lybolt - Working Supervisor	845-784-6036
2)	Jay Silvernail	845-494-6387
3)	Raelynn Bertholf- Superintendent	914-443-2330
4)	Nicole Psarakis- Asst. to the Superint.	845-551-9683
5)	Celines Rodriguez- Program Coord.	845-519-0441
6)		
7)		

Sincerely,

Harry F. Rotolo, III
President

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
Index No: 108-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Hold a Public Hearing on a 2 Lot Subdivision (Lot Line Change) at 15 Mercer Avenue and 16 Warren Avenue

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, authorizes a public hearing on a proposed two-lot subdivision (lot line change) at 15 Mercer Avenue and 16 Warren Avenue to be held on Tuesday, April 15, 2025 at 7:30PM.

Prepared by:

Attachments:
None

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
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Ald. Tobin				
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Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Hold a Public Hearing on a 2-Lot Subdivision at 20 1/2 -30 Low Avenue, Front and Rear

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, authorizes a public hearing on a proposed two-lot subdivision at 20 1/2 -30 Low Avenue, Front and Rear to be held on Tuesday, April 15, 2025 at 7:30PM.

Prepared by:

Attachments:
None

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 1, 2025
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Richard P. McCormack
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Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor   Date

Authorization to Award the Construction Bids And ProjecT Funding For The Parking Garage Project

WHEREAS, the City of Middletown solicited bids for the construction of a parking garage, and bids were received on February 23, 2025; and

WHEREAS, the following bids were received and reviewed by the City's Consulting Engineer, CPL, with recommendations for award to the lowest responsible bidders:

1. **General Construction**: 11 bids received ranging from $3,737,373.00 to $6,193,104.00. The lowest responsible bid was submitted by Malum Enterprises, LLC of Monroe, NY, for the Base Bid plus Alternate Bid 2 (Anti-Graffiti Paint) in the total amount of **$3,768,657.00**.
2. **Electric Construction**: 2 bids received ranging from $258,600.00 to $302,000.00. The lowest responsible bid was submitted by Harry F. Rotolo & Son Inc. of Middletown, NY, for the total base bid of **$258,600.00**.

3. **Mechanical Construction**: 3 bids received ranging from $10,000.00 to $34,240.00. The lowest responsible bid was submitted by Cadela's Plumbing of Circleville, NY, for the total bid amount of **$10,000.00**.
4. **Plumbing Construction**: 2 bids received ranging from $198,694.00 to $200,500.00. The lowest responsible bid was submitted by Aero Plumbing & Heating Co, Inc. of Great Meadows, NJ, for the total bid amount of **$198,694.00**.

WHEREAS, the total construction cost amounts to **$4,811,052.00**, which includes:

- CPL's approved proposal for Design, Bidding, Basic Construction Administration, Survey, and Geotechnical services in the amount of **$212,200.00**;
- CPL's Extended Construction Administration Services in the amount of **$92,000.00** (subject to Board of Estimates approval);
- NYS Building Code Specialty Inspections estimated at **$50,000.00**, to be paid directly by the City as needed;
- Orange & Rockland Utilities' required power line realignment and poles/transformers relocation at a cost of **$126,567.00**, to be paid directly by the City;
- Additional contingency at 2% totaling **$94,334.00**.

WHEREAS, a project grant in the amount of **$2,500,000.00** has been provided through Senator Skoufis; and

WHEREAS, the remaining **$2,311,052.00** in required funding must be arranged through long-term bonding by the City.

NOW THEREFORE BE IT RESOLVED, that the General Construction contract is awarded to Malum Enterprises, LLC of Monroe, NY, for the total amount of **$3,768,657.00**.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Electric Construction contract is awarded to Harry F. Rotolo & Son Inc. of Middletown, NY, for the total amount of **$258,600.00**.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Mechanical Construction contract is awarded to Cadela's Plumbing of Circleville, NY, for the total amount of **$10,000.00**

NOW THEREFORE BE IT FURTHER RESOLVED, that the Plumbing Construction contract is awarded to Aero Plumbing & Heating Co, Inc. of Great Meadows, NJ, for the total amount of **$198,694.00**.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown hereby authorizes the City Treasurer to arrange project funding through long-term bonding; and authorizes the necessary payments for specialty inspections and utility relocation as required.

Prepared by:
Jacob Tawil

Attachments:

1.	Bid Tabulation Sheet - Middletown_C SouthStPG
2.	EC - Recommendation of Award 2025.03.31
3.	GC - Recommendation of Award 2025.03.31
4.	MC - Recommendation of Award 2025.03.31
5.	Middletown PG-Project Cost Summary 2025.03.31
6.	PC - Recommendation of Award 2025.03.31

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BID TABULATION SHEET 2/13/2025

PROJECT NAME:	CITY OF MIDDLETOWN - SOUTH ST. PARKING GARAGE PHASE 1										
CPL PROJECT NO.:	R23.01064.00									CONTRACT FOR:	GENERAL TRADES (GC)
CONTRACTOR	BASE BID	ADDENDA RECEIVED (2 TOTAL)	UNIT PRICES	BID SECURITY	IRAN DIVESMENT ACT CERT.	NON-COLLUSIVE CERT.	SEXUAL HARASSMENT	QUALIFICATION STATEMENT	SIGNED	ALTERNATES 1	ALTERNATES 2
MALUM	$ 3,737,373.00	Y	Y	Y	Y	Y	Y		Y	$ 90,000.00	$ 31,284.00
A-TECH	$ 4,142,500.00	Y	Y	Y	Y	Y	Y		Y	$ -	$ 34,760.00
LECHASE	$ 3,998,777.00	Y	Y	Y	Y	Y	Y		Y	$ (16,500.00)	$ 8,690.00
DARLIND CONS	$ 4,465,850.00	Y	Y	Y	Y	Y	Y		Y	$ (6,000.00)	$ 8,690.00
NURZIA	$ 4,084,044.00	Y	Y	Y	Y	Y	Y		Y	$ 20,000.00	$ 9,000.00
MID HUDSON	$ 3,957,780.00	Y	Y	Y	Y	Y	Y		Y	$ 86,840.00	$ 17,703.00
BUTLER	$ 5,044,210.00	Y	Y	Y	Y	Y	Y		Y	$ (27,000.00)	$ 10,428.00
TECKON	$ 5,407,900.00	Y	Y	Y	Y	Y	Y		Y	$ (10,000.00)	$ 6.00
OCS INDUSTRIES	$ 4,100,213.00	Y	Y	Y	Y	Y	Y		Y	$ (10,000.00)	$ 7,473.40
COPOLA SERVICE CORP	$ 6,193,104.00	Y	Y	Y	Y	Y	Y		Y	$ -	$ 31,284.00
DELRIC	$ 5,528,000.00	Y	Y	Y	Y	Y	Y		Y	$ (500.00)	$ 34,760.00

Base Bid + Alternate 1		Bid Base + Alternate 2		Bid Base + Alternates 1 and 2	
$	3,827,373.00	$	3,768,657.00	$	3,858,657.00
$	3,982,277.00	$	4,007,467.00	$	3,990,967.00
$	4,044,620.00	$	3,975,483.00	$	4,062,323.00

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BID TABULATION SHEET 2/13/2025

PROJECT NAME:	CITY OF MIDDLETOWN - SOUTH ST. PARKING GARAGE PHASE 1										
CPL PROJECT NO.:	R23.01064.00									CONTRACT FOR:	PLUMBING WORK (PC)
CONTRACTOR	**BASE BID**	**ADDENDA RECEIVED (2 TOTAL)**	**UNIT PRICES**	**BID SECURITY**	**IRAN DIVESMENT ACT CERT.**	**NON-COLLUSIVE CERT.**	**SEXUAL HARASSMENT**	**QUALIFICATION STATEMENT**	**SIGNED**	**ALTERNATES**	
										1	**2**
CANDELA'S PLUMBING	$ 200,500.00	N	Y	Y	Y	Y	Y	Y	Y	N/A	N/A
AERO PLUMBING AND HEATING	$ 198,694.00	Y	Y	Y	Y	Y	Y	Y	Y	N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A

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BID TABULATION SHEET 2/13/2025											
PROJECT NAME:	CITY OF MIDDLETOWN - SOUTH ST. PARKING GARAGE PHASE 1										
CPL PROJECT NO.:	R23.01064.00									CONTRACT FOR:	MECHANICAL WORK (HVAC)
CONTRACTOR	BASE BID	ADDENDA RECEIVED (2 TOTAL)	UNIT PRICES	BID SECURITY	IRAN DIVESMENT ACT CERT.	NON-COLLUSIVE CERT.	SEXUAL HARASSMENT	QUALIFICATION STATEMENT	SIGNED	ALTERNATES	
										1	2
S&O CONSTRUCTION SERVICES INC	$ 34,240.00	Y	Y	Y	Y	Y	Y		Y	N/A	N/A
CANDELA'S PLUMBING	$ 10,000.00	N	Y	Y	Y	Y	Y	Y	Y	N/A	N/A
T.M.Brennan Services, inc	$ 27,000.00	Y	Y	Y	Y	Y	Y		Y	N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A
										N/A	N/A

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BID TABULATION SHEET 2/13/2025

PROJECT NAME:	CITY OF MIDDLETOWN - SOUTH ST. PARKING GARAGE PHASE 1	
CPL PROJECT NO.:	R23.01064.00	CONTRACT FOR: ELECTRICAL WORK (EC)

CONTRACTOR	BASE BID	ADDENDA RECEIVED (2 TOTAL)	UNIT PRICES	BID SECURITY	IRAN DIVESMENT ACT CERT.	NON-COLLUSIVE CERT.	SEXUAL HARASSMENT	QUALIFICATION STATEMENT	SIGNED	ALTERNATES 1	
HARRY F. ROTOLO & SON, INC	$ 258,600.00	Y	Y	Y	Y	Y	Y		Y	$ (63,283.00)	$ 195,317.00
O&D ELECTRIC CORP.	$ 302,000.00	Y	Y	Y	Y	Y	Y		Y	$ (88,000.00)	$ 214,000.00

PROJECT NAME:			
CPL PROJECT NO.:			
CONTRACTOR (GC)	**BASE BID**	**ADDENDA RECEIVED (2 TOTAL)**	**UNIT PRICES**
MALUM	$ 3,737,373.00	Y	Y
CONTRACTOR (PC)	**BASE BID**	**ADDENDA RECEIVED (2 TOTAL)**	**UNIT PRICES**
AERO PLUMBING AND HEATING	$ 198,694.00	Y	Y
CONTRACTOR (HVAC)	**BASE BID**	**ADDENDA RECEIVED (2 TOTAL)**	**UNIT PRICES**
CANDELA'S PLUMBING	$ 10,000.00	N	Y
CONTRACTOR (EC)	**BASE BID**	**ADDENDA RECEIVED (2 TOTAL)**	**UNIT PRICES**
HARRY F. ROTOLO & SON, INC	$ 258,600.00	Y	Y
TOTAL BID	**$ 4,204,667.00**		
TOTAL BID + GC ALTERNATE 1	$ 4,294,667.00		
TOTAL BID + GC ALTERNATE 2	$ 4,235,951.00		
TOTAL BID + GC ALTERNATE 1,2	$ 4,325,951.00		
TOTAL BID + GC AND EC ALTERNATES	$ 4,262,668.00		

BID TABULATION SHEET 2/13/2025

CITY OF MIDDLETOWN - SOUTH ST. PARKING GARAGE PHASE 1

R23.01064.00

BID SECURITY	IRAN DIVESMENT ACT CERT.	NON-COLLUSIVE CERT.	SEXUAL HARASSMENT	QUALIFICATION STATEMENT	SIGNED
Y	Y	Y	Y		Y
BID SECURITY	**IRAN DIVESMENT ACT CERT.**	**NON-COLLUSIVE CERT.**	**SEXUAL HARASSMENT**	**QUALIFICATION STATEMENT**	**SIGNED**
Y	Y	Y	Y	Y	Y
BID SECURITY	**IRAN DIVESMENT ACT CERT.**	**NON-COLLUSIVE CERT.**	**SEXUAL HARASSMENT**	**QUALIFICATION STATEMENT**	**SIGNED**
Y	Y	Y	Y	Y	Y
BID SECURITY	**IRAN DIVESMENT ACT CERT.**	**NON-COLLUSIVE CERT.**	**SEXUAL HARASSMENT**	**QUALIFICATION STATEMENT**	**SIGNED**
Y	Y	Y	Y		Y

CONTRACT FOR:	GENERAL TRADES (GC)
ALTERNATES	
1 Pre cast Washes in lieu of cast-in-place	**2 Anti-Graffiti Paint**
$ 90,000.00	**$ 31,284.00**
ALTERNATES	
n/a	**n/a**
ALTERNATES	
n/a	**n/a**
ALTERNATES	
1 - Remove Security Camera System FromScope	
$ (63,283.00)	

BB + Alternate 1	BB + Alternate 2
$ 3,827,373.00	$ 3,768,657.00

	BB + Alternate 1,2
$	3,858,657.00

March 31, 2025

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

Re: South Street Parking Garage
Recommendation of Contract Award for Electrical Construction (EC)

Dear Mr. Tawil:

We have reviewed the Electrical Construction (EC) bid packages for the above-referenced project submitted on February 13, 2025. There were two (2) bids received, with the base bid amounts ranging from $258,600.00 to $302,000.00. You were previously provided with a tabulation of all bids.

Harry F. Rotolo & Son, Inc. (Rotolo) of Middletown, NY submitted the low base bid of $258,600.00. Their deduct-alternate bid pricing for Item No. EC-A1 Remove Security Camera System from Scope was $63,283.00.

Rotolo's bid was complete including acknowledgement of Addenda Nos. 1 & 2, Bid Security, and all required documents were filled out correctly (signed and notarized where required). We confirmed that Rotolo understands the scope of work and is comfortable with their bid.

We have also confirmed from the New York State Office of General Services website that as of March 28, 2025, Rotolo has not been debarred from award of a future State contract or been found non-responsible by a State agency or authority, in accordance with New York State Executive Order 192.

Based on the above, and your indication that the City does not wish to accept Alternate No. EC-A1, we recommend that the Electrical Construction (EC) contract be awarded to Harry F. Rotolo & Son, Inc., for the base bid amount of $258,600.00.

Please contact us if you have any questions or need additional information.

Very truly yours,
CPL

David A. Chase, PE, LEED AP
Principal

March 31, 2025

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

Re: South Street Parking Garage
Recommendation of Contract Award for General Construction (GC)

Dear Mr. Tawil:

We have reviewed the General Construction (GC) bid packages for the above-referenced project submitted on February 13, 2025. There were eleven (11) bids received, with the base bid amounts ranging from $3,737,373.00 to $6,193,104.00. You were previously provided with a tabulation of all bids.

Malum Enterprises, LLC (Malum) of Monroe, NY submitted the low base bid of $3,737,373.00. Their add-alternate bid pricing for Item No. GC-A1 Precast Washes was $90,000.00 and for Item No. GC-A2 Anti-Graffiti Paint was $31,284.00.

Malum's bid was complete including acknowledgement of Addenda Nos. 1 & 2, Bid Security, and all required documents were filled out correctly (signed and notarized where required). We confirmed that Malum understands the scope of work and is comfortable with their bid.

We have also confirmed from the New York State Office of General Services website that as of March 28, 2025, Malum has not been debarred from award of a future State contract or been found non-responsible by a State agency or authority, in accordance with New York State Executive Order 192.

Based on the above, and your indication that the City wishes to accept Alternate No. GC-A2 Anti-Graffiti Paint but not GC-A1 Precast Washes, we recommend that the General Construction (GC) contract be awarded to Malum Enterprises, LLC, including the Base Bid and Alternate No. GC-A2, for the amount of $3,768,657.00.

Please contact us if you have any questions or need additional information.

Very truly yours,
CPL

David A. Chase, PE, LEED AP
Principal

March 31, 2025

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

Re: South Street Parking Garage
Recommendation of Contract Award for Mechanical (HVAC) Construction (MC)

Dear Mr. Tawil:

We have reviewed the Mechanical (HVAC) Construction (MC) bid packages for the above-referenced project submitted on February 13, 2025. There were three (3) bids received, with the base bid amounts ranging from $10,000.00 to $34,240.00. You were previously provided with a tabulation of all bids.

Candela's Plumbing (Candela) of Circleville, NY submitted the low base bid of $10,000.00. There were no alternate bid items for this contract.

Candela's bid was complete including acknowledgement of Addenda Nos. 1 & 2, Bid Security, and all required documents were filled out correctly (signed and notarized where required). We confirmed that Candela understands the scope of work and is comfortable with their bid.

We have also confirmed from the New York State Office of General Services website that as of March 28, 2025, Candela has not been debarred from award of a future State contract or been found non-responsible by a State agency or authority, in accordance with New York State Executive Order 192.

Based on the above, we recommend that the Mechanical Construction (MC) contract be awarded to Candela's Plumbing for the base bid amount of $10,000.00.

Please contact us if you have any questions or need additional information.

Very truly yours,
CPL

David A. Chase, PE, LEED AP
Principal

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City of Middletown South Street Parking Garage Phase 1 Project Cost Summary			3/31/2025
ITEM	**ITEM DESCRIPTION**		**TOTAL**
1	Engineering (CPL) [1]		$212,200
2	Extended Construction Administration Services (CPL) [2]		$92,000
3	Construction [3]		$4,235,951
	Contract	Amount	
	General Construction (GC)	$3,768,657	
	Electrical Construction (EC)	$258,600	
	Mechanical Construction (MC)	$10,000	
	Plumbing Construction (PC)	$198,694	
4	Special Inspections (Budget Estimate - to be Contracted by City with testing agency)		$50,000
5	Orange & Rockland electrical relocations		$126,567
	SUBTOTAL		**$4,716,718**
6	**Additional Contingency [4]**	**2%**	**$94,334**
	PROJECT TOTAL		**$4,811,052**

Notes:

[1] Engineering includes Design, Bidding, Basic Construction Administration, Survey, & Geotech.

[2] Extended Construction Administration Services includes additional onsite representation, billed hourly plus expenses.

[3] Construction cost includes $147,000 total contingency allowances amongst the four prime contracts.

[4] Additional Contingency above that included in Construction bids.

March 31, 2025

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

Re: South Street Parking Garage
Recommendation of Contract Award for Plumbing Construction (PC)

Dear Mr. Tawil:

We have reviewed the Plumbing Construction (PC) bid packages for the above-referenced project submitted on February 13, 2025. There were two (2) bids received, with the base bid amounts ranging from $198,694.00 to $200,500.00. You were previously provided with a tabulation of all bids.

AERO Plumbing and Heating Co., Inc. (AERO) of Great Meadows, NJ submitted the low base bid of $198,694.00. There were no alternate bid items for this contract.

AERO's bid was complete including acknowledgement of Addenda Nos. 1 & 2, Bid Security, and all required documents were filled out correctly (signed and notarized where required). We confirmed that AERO understands the scope of work and is comfortable with their bid.

We have also confirmed from the New York State Office of General Services website that as of March 28, 2025, AERO has not been debarred from award of a future State contract or been found non-responsible by a State agency or authority, in accordance with New York State Executive Order 192.

Based on the above, we recommend that the Plumbing Construction (PC) contract be awarded to AERO Plumbing and Heating Co., Inc. for the base bid amount of $198,694.00.

Please contact us if you have any questions or need additional information.

Very truly yours,
CPL

David A. Chase, PE, LEED AP
Principal