



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
APRIL 15, 2025**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of March 18, 2025
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
 - 8.1. Public Hearing: 2 Lot Subdivision (Lot Line Change) 15 Mercer Street/16 Warren Street
 - 8.2. Public Hearing: 2 Lot Subdivision (Lot Line Change) 20 1/2 - 30 Low Avenue (Front/Rear)
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 111- Authorization to Enter into an Agreement with Ackerly & Hubbell Appraisal Corp
25
 - 112- Authorization to Enter into an Agreement with Capital Market Advisors for
25 Financial Advisory Services through December of 2026

- 113- Authorization to Approve the Contract of Sale for the Purchase and Development
25 of 122 Dorothea Dix Drive, Including Development Goals and Targets
- 114- Authorization to Renew an Agreement with Auctions International
25
- 115- Authorization to Surplus Vehicles
25
- 116- Authorization to Accept a Donation from Middletown Lions Club
25
- 117- Authorization to Waive Side Walk Sale Fees for the Cinco De Mayo Celebration
25
- 118- Authorization to Enter into Agreements with Pets Alive Inc. for Stray Dogs and Cat
25 Rescue
- 119- Authorization to Enter into an Agreement with Dumped Stray Animal Rescue
25
- 120- Authorization to Provide End of Season Bonus for Lifeguards
25
- 121- Award the Street Materials & Asphalt Materials Bids
25
- 122- RESOLUTION DESIGNATING THE MONTH OF MAY 2025 AS FRONTLINE
25 WORKER APPRECIATION MONTH IN THE CITY OF MIDDLETOWN

RESOLUTION AND NOTICE OF DETERMINATION OF NON-SIGNIFICANCE PURSUANT TO 6 NYCRR 617.10 for a 2-Lot Subdivision at 15 Mercer Street and 16 Warren Street

- 12.14. Approves a 2 Lot Subdivision (Lot Line Change) at 15 Mercer Street and 16 Warren Street

124- **RESOLUTION AND NOTICE OF DETERMINATION OF NON-SIGNIFICANCE PURSUANT TO 6 NYCRR 617.10 for a 2-lot Subdivision at 20 1/2-30 Low Avenue- Front and Rear**
25

- 12.16. Approval of a 2 Lot Subdivision (Lot Line Change) 20 1/2 - 30 Low Avenue (Front/Rear)

- 126- Authorization to Amend City Code to Remove 24 Minute Parking from Lake
25 Avenue

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

- 14.1. Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the

Treasurer be Authorized to Issue Warrants for their Payment

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Accept the Minutes of March 18, 2025

Prepared by:

Attachments:

1.	03.18.25 CC Minutes
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City of Middletown
Common Council Meeting
March 18, 2025

1 P R O C E E D I N G S

2 PRESIDENT J. MIGUEL RODRIGUES: Going
3 to correspondence.

4 CITY CLERK RICHARD MCCORMACK: Nothing
5 this evening.

6 PRESIDENT J. MIGUEL RODRIGUES: Public
7 hearings and grievances.

8 CITY CLERK RICHARD MCCORMACK: We have
9 a public hearing this evening on local law number
10 1 of 25, a written notice of defect. Notice is
11 hereby given that the City of Middletown will
12 hold a public hearing on Tuesday, March 18, 2025
13 on or as near as 7:30 p.m. as possible in the
14 Common Council Chambers, 16 James Street to hear
15 any and all persons wishing to be heard on the
16 recently passed local law number 1 of 2025
17 regarding a local law amending the provisions and
18 the requirements for prior written notice of
19 defects in light of the decision of the New York
20 Court of Appeals in Calabresi v. the City of
21 Albany 2024.

22 The full text of the local law number 1
23 of 25 is available in the office of the Common
24 Council Clerk, City Hall, and on the City
25 website.

1 PRESIDENT J. MIGUEL RODRIGUES: At this
2 time the public hearing is open. Do we have any
3 comments from the public? Any comments from the
4 Aldermen?

5 Do we have a motion to close?

6 ALDERMAN JOSEPH MASI: So, motion.

7 PRESIDENT J. MIGUEL RODRIGUES: Masi.
8 Seconded by?

9 ALDERMAN ANDREW GREEN: Second.

10 PRESIDENT J. MIGUEL RODRIGUES:
11 Alderman Green.

12 All in favor?

13 ALL: Aye.

14 PRESIDENT J. MIGUEL RODRIGUES: 6.2.

15 CITY CLERK RICHARD MCCORMACK: 6.2.

16 Good evening. We still have a public hearing
17 open on the Good Cause Eviction legislation. The
18 public hearing has remained open for written
19 comments from March 5, 2025.

20 To date we've received three letters in
21 opposition of it Moshe Eckstein, Tanya Castillo,
22 and Benjamin Koss. Two of the letters are in
23 your packet, the third one came during the
24 beginning of this meeting, and they'll be
25 forwarded to you at the end of the evening.

1 PRESIDENT J. MIGUEL RODRIGUES: Are
2 there for or against good cause?

3 CITY CLERK RICHARD MCCORMACK: They are
4 against good cause eviction.

5 PRESIDENT J. MIGUEL RODRIGUES: Okay.
6 Anyone from the public?

7 Any councilmen?

8 Do we have a motion to close the public
9 hearing?

10 ALDERMAN JOSEPH MASI: I'll move.

11 PRESIDENT J. MIGUEL RODRIGUES:
12 Alderman Masi.

13 Do I have a second?

14 ALDERMAN KEVIN WITT: Second.

15 PRESIDENT J. MIGUEL RODRIGUES:
16 Alderman Witt?

17 All in favor?

18 ALL: Aye.

19 PRESIDENT J. MIGUEL RODRIGUES: Remarks
20 of Aldermen.

21 Alderman Masi?

22 ALDERMAN JOSEPH MASI: I'll be quick.
23 I just want to thank the mayor for an outstanding
24 speech this evening. He hit on a lot of things
25 that cooperation with a number of partnerships

1 and that's what makes the City run.

2 And just finally my partner Kevin Witt
3 and I want everyone in the First Ward to realize
4 that Monday begins the bulk pickup. So, this
5 Saturday and Sunday you can put your items out;
6 please don't block the entire sidewalk and
7 certainly don't put anything in the street, but
8 people in the First Ward put it out Saturday and
9 Sunday, the City will be coming through beginning
10 Monday.

11 Once they come through they probably
12 will not be coming back. So, this is your once a
13 year, and I know Kevin I have talked about it,
14 and he'll probably elaborate on it. Thank you.

15 PRESIDENT J. MIGUEL RODRIGUES:

16 Alderman Witt?

17 ALDERMAN KEVIN WITT: Thank you. Just
18 a great job, Mayor. You know, it's always nice
19 this time of year to see it all laid out. I mean
20 we're a part of it to a degree as it's happening,
21 but then when you see everything that takes place
22 in this city and makes it great, you know, I
23 would just invite as many people to watch it and
24 formulate your own opinion. Thank you very much.

25 PRESIDENT J. MIGUEL RODRIGUES:

1 Alderman Green?

2 ALDERMAN ANDREW GREEN: Yeah, thank you
3 very much. In a world where we have a very
4 uncertain federal government, it's a pleasure and
5 very calming to know that we have such a strong
6 local government and wonderful things ahead.

7 Mayor, thank you very much for your
8 guidance, your vision for our city and for laying
9 it all out here tonight for the public to see and
10 to keep us informed of what you see moving
11 forward, and just looking forward to continuing
12 to be a part of it and playing our role in it.
13 Thank you.

14 PRESIDENT J. MIGUEL RODRIGUES:
15 Alderman Kleiner?

16 ALDERMAN GERALD KLEINER: Thank you. I
17 want to thank the Mayor too. And I didn't expect
18 to be singled out, but I thank him for that. And
19 it's amazing when you understand how much goes in
20 to keeping the city running and, what the
21 different departments do.

22 And we just have an amazing city and
23 there's just so much in terms of keeping on top
24 of getting grants, they don't just appear, they
25 just -- they have to be looked for very

1 specifically and we don't know what will be with
2 them, but certainly we thank our other elected
3 officials, state and federal, for helping the
4 City.

5 I did want to mention I thought it
6 would be before our next meeting, but the yard
7 waste pickup will begin on April 7th, so that's
8 when you can put clippings and things out in for
9 pickup or put them in a can. It's amazing that
10 we've been able to repair so many sidewalks and
11 that that's been a part of what we've been doing
12 in the city because when I was first on the
13 council I think that was maybe the most frequent
14 complaint we heard was about sidewalks and you
15 had to tell people we can't fix your sidewalk
16 because that would be considered gifting.

17 So, taking the approach of trying to go
18 from the intersections out and putting in
19 sidewalks where none existed it's been really
20 terrific. I want to mention once again that this
21 will be happening at Thrall Library; it's
22 baseball in black and white and Bob Mayer is
23 really an expert on early baseball and it's on
24 March 25th at 6:00 p.m. They ask that you
25 register for it, but I think they'll let you in

1 anyway if you just show up, but Bob is also a
2 member of our Board of Directors at the
3 Historical Society, and he has an amazing amount
4 of information particularly about the Asylum 9 or
5 local baseball team and the Cuban Giants who were
6 before the Negro Leagues, basically a black team
7 and some of those games were unbelievable.

8 And I just want to say, you know, due
9 process is what's missing from so much of what's
10 going on, but I just want to read very quickly,
11 "He has excited domestic insurrections amongst
12 us. He has refused his assent to laws, the most
13 wholesome and necessary for the public good.
14 When a long train of abuses and usurpations
15 pursuing invariably the same object evinces the
16 design to reduce them under absolute despotism
17 leading to a tyranny over these states."

18 That's what we see going on, but those
19 quotes are from the Declaration of Independence
20 and that's why we had the war against Britain
21 because of the king and the Divine Right of
22 Kings. We don't need that again. Thank you.

23 PRESIDENT J. MIGUEL RODRIGUES:
24 Alderman Wray?

25 ALDERMAN KATE WRAY: Good evening.

1 I'll keep it short. I know we've had a long
2 night, but I just want to say that this speech is
3 always my favorite of the year when we get to run
4 down all in one shot all the amazing things that
5 are happening here in Middletown, and continue to
6 happen here in Middletown, and it speaks to
7 leadership vision, teamwork, every single
8 employee in this city who completely buys in to
9 the success of Middletown; police, fire, DPW,
10 every person in every office, rec parks,
11 everyone's bought in.

12 You go to the tree lighting and every
13 one of those employees is on a float or marching
14 in the parade because this is the city we love,
15 and we believe in, and we care for, and I think
16 that this speech and what we heard tonight is
17 just proof positive that, you know, you have the
18 right people, and you have the right team, and
19 great things happen.

20 And it's been a great night and my
21 thank you to everyone involved in what makes
22 Middletown a success.

23 PRESIDENT J. MIGUEL RODRIGUES:
24 Alderman Johnson?

25 ALDERMAN PAUL JOHNSON: Thank you.

1 Well, the Mayor did a great job as often is the
2 case. I think he did a good balance of things we
3 need to be concerned about, not so much right
4 here in our town, but in our country.

5 In my day job I talk to lots of people
6 of different jobs, and some are in agencies, and
7 some are social workers, and some are MSWs, and I
8 always look at them and say, well, how's it
9 going? Okay, for now. So, there's so many
10 different things that are in jeopardy and
11 juxtapose with that is all the wonderful
12 accomplishments we've made here in Middletown.
13 All the people, well many of you have left, but
14 all of you sitting here who work for us, with us,
15 to make every department work as best as it can.

16 We're all canvassing door-to-door and
17 so many people are very pleased with what they're
18 seeing here in our city. So, I thank you to all
19 of those people. And I'm also on this committee,
20 the Steering Committee at the Community Campus
21 and on the Middletown Psychiatric Center's
22 retired page there was a comment about a time
23 capsule in the Kleiner Building, and I'm going to
24 ask you if you know where that is? Thank you.

25 PRESIDENT J. MIGUEL RODRIGUES:

1 Alderman Jean-Francois?

2 ALDERMAN JUDE JEAN-FRANCOIS: Yes.

3 Good evening. There isn't much to say, but
4 excellent program, the Mayor puts together an
5 excellent presentation, and I want to thank the
6 Mayor from the bottom of my heart; everyone
7 that's involved in this project. I look at the
8 City of Middletown as a puzzle and every year
9 we're adding more pieces together and the puzzle
10 kept getting bigger and more beautiful.

11 Thank you so much, Mayor.

12 PRESIDENT J. MIGUEL RODRIGUES:

13 Alderman McCormack?

14 CITY CLERK RICHARD MCCORMACK: Yes.

15 Thank you. I think what's happening in the City
16 of Middletown is a testament to the mayor's
17 leadership and the team that he's brought
18 forward, and he allows, you know, cultivating
19 leaders in amongst all the departments.

20 It was an honor to go to see Maria
21 Bruni honored the other day by the Assembly in
22 the Senate. So, we definitely have a great team
23 working behind our leader and people are happy.
24 I'm not going door-to-door, people are impressed.
25 I go to other towns and cities, people are

1 impressed with what's going on, so keep up to
2 good work.

3 PRESIDENT J. MIGUEL RODRIGUES: All
4 right. New business?

5 CITY CLERK RICHARD MCCORMACK: Good
6 evening. We have a resolution sponsored by
7 Alderman Masi approving Amendment Number 6 to the
8 County of Orange, Title 3b Funding Agreement for
9 additional 2024 allocation of \$19,600.34.

10 PRESIDENT J. MIGUEL RODRIGUES:
11 Resolution sponsored by Alderman Masi, seconded
12 by Alderman Kleiner.

13 Any discussion?

14 Vote.

15 CITY CLERK RICHARD MCCORMACK: Tobin?

16 ALDERMAN SPARROW TOBIN: Aye.

17 CITY CLERK RICHARD MCCORMACK: Jean-
18 Francois?

19 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

20 CITY CLERK RICHARD MCCORMACK: Johnson?

21 ALDERMAN PAUL JOHNSON: Aye.

22 CITY CLERK RICHARD MCCORMACK: Wray?

23 ALDERMAN KATE WRAY: Aye.

24 CITY CLERK RICHARD MCCORMACK: Kleiner?

25 ALDERMAN GERALD KLEINER: Aye.

1 CITY CLERK RICHARD MCCORMACK: Green?

2 ALDERMAN ANDREW GREEN: Aye.

3 CITY CLERK RICHARD MCCORMACK: Witt?

4 ALDERMAN KEVIN WITT: Aye.

5 CITY CLERK RICHARD MCCORMACK: Masi?

6 ALDERMAN JOSEPH MASI: Aye.

7 CITY CLERK RICHARD MCCORMACK:

8 President Rodrigues?

9 PRESIDENT J. MIGUEL RODRIGUES: Aye.

10 CITY CLERK RICHARD MCCORMACK: Carries.

11 Resolution sponsored by Alderman Jean-
12 Francois authorizing a transfer of \$8,600 within
13 the Department of Public Works Budget for the
14 emergency action planned for Woodward Dam and
15 Greenlife Dike.

16 PRESIDENT J. MIGUEL RODRIGUES:
17 Resolution sponsored by Alderman Jean-Francois,
18 seconded by Alderman Tobin.

19 Any discussion?

20 Vote.

21 CITY CLERK RICHARD MCCORMACK: Tobin?

22 ALDERMAN SPARROW TOBIN: Aye.

23 CITY CLERK RICHARD MCCORMACK: Jean-
24 Francois?

25 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

1 CITY CLERK RICHARD MCCORMACK: Johnson?
2 ALDERMAN PAUL JOHNSON: Aye.
3 CITY CLERK RICHARD MCCORMACK: Wray?
4 ALDERMAN KATE WRAY: Aye.
5 CITY CLERK RICHARD MCCORMACK: Kleiner?
6 ALDERMAN GERALD KLEINER: Aye.
7 CITY CLERK RICHARD MCCORMACK: Green?
8 ALDERMAN ANDREW GREEN: Aye.
9 CITY CLERK RICHARD MCCORMACK: Witt?
10 ALDERMAN KEVIN WITT: Aye.
11 CITY CLERK RICHARD MCCORMACK: Masi?
12 ALDERMAN JOSEPH MASI: Aye.
13 CITY CLERK RICHARD MCCORMACK:
14 President Rodrigues?
15 PRESIDENT J. MIGUEL RODRIGUES: Aye.
16 CITY CLERK RICHARD MCCORMACK: Carries.
17 Resolution sponsored by Alderman Witt
18 authorizing to hire two part-time recreation
19 leaders for the senior center.
20 PRESIDENT J. MIGUEL RODRIGUES:
21 Resolution sponsored by Alderman Witt, seconded
22 by Alderman Kleiner.
23 Any discussion?
24 Vote.
25 CITY CLERK RICHARD MCCORMACK: Tobin?

1 ALDERMAN SPARROW TOBIN: Aye.
2 CITY CLERK RICHARD MCCORMACK: Jean-
3 Francois?
4 ALDERMAN JUDE JEAN-FRANCOIS: Aye.
5 CITY CLERK RICHARD MCCORMACK: Johnson?
6 ALDERMAN PAUL JOHNSON: Aye.
7 CITY CLERK RICHARD MCCORMACK: Wray?
8 ALDERMAN KATE WRAY: Aye.
9 CITY CLERK RICHARD MCCORMACK: Kleiner?
10 ALDERMAN GERALD KLEINER: Aye.
11 CITY CLERK RICHARD MCCORMACK: Green?
12 ALDERMAN ANDREW GREEN: Aye.
13 CITY CLERK RICHARD MCCORMACK: Witt?
14 ALDERMAN KEVIN WITT: Aye.
15 CITY CLERK RICHARD MCCORMACK: Masi?
16 ALDERMAN JOSEPH MASI: Aye.
17 CITY CLERK RICHARD MCCORMACK:
18 President Rodrigues?
19 PRESIDNT J. MIGUEL RODRIGUES: Aye.
20 CITY CLERK RICHARD MCCORMACK: Carries.
21 Resolution sponsored by Alderman Witt
22 authorizing the acceptance of boxing equipment
23 donation from the Pratti family.
24 PRESIDENT J. MIGUEL RODRIGUES:
25 Resolution sponsored by Alderman Witt, seconded

1 by Alderman Masi.

2 Any discussion?

3 Vote.

4 CITY CLERK RICHARD MCCORMACK: Tobin?

5 ALDERMAN SPARROW TOBIN: Aye.

6 CITY CLERK RICHARD MCCORMACK: Jean-

7 Francois?

8 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

9 CITY CLERK RICHARD MCCORMACK: Johnson?

10 ALDERMAN PAUL JOHNSON: Aye.

11 CITY CLERK RICHARD MCCORMACK: Wray?

12 ALDERMAN KATE WRAY: Aye.

13 CITY CLERK RICHARD MCCORMACK: Kleiner?

14 ALDERMAN GERALD KLEINER: Aye.

15 CITY CLERK RICHARD MCCORMACK: Green?

16 ALDERMAN ANDREW GREEN: Aye.

17 CITY CLERK RICHARD MCCORMACK: Witt?

18 ALDERMAN KEVIN WITT: Aye.

19 CITY CLERK RICHARD MCCORMACK: Masi?

20 ALDERMAN JOSEPH MASI: Aye.

21 CITY CLERK RICHARD MCCORMACK:

22 President Rodrigues?

23 PRESIDENT J. MIGUEL RODRIGUES: Aye.

24 CITY CLERK RICHARD MCCORMACK: Carries.

25 Resolution sponsored by Alderman Green

1 authorizing an agreement with Harry F. Rotolo &
2 Sons Electric for lawn monitoring services at the
3 Recreation and Parks Building.

4 PRESIDENT J. MIGUEL RODRIGUES:
5 Resolution sponsored by Alderman Green, seconded
6 by Alderman Jean-Francois.

7 Any discussion?

8 Vote.

9 CITY CLERK RICHARD MCCORMACK: Tobin?

10 ALDERMAN SPARROW TOBIN: Aye.

11 CITY CLERK RICHARD MCCORMACK: Jean-
12 Francois?

13 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

14 CITY CLERK RICHARD MCCORMACK: Johnson?

15 ALDERMAN PAUL JOHNSON: Aye.

16 CITY CLERK RICHARD MCCORMACK: Wray?

17 ALDERMAN KATE WRAY: Aye.

18 CITY CLERK RICHARD MCCORMACK: Kleiner?

19 ALDERMAN GERALD KLEINER: Aye.

20 CITY CLERK RICHARD MCCORMACK: Green?

21 ALDERMAN ANDREW GREEN: Aye.

22 CITY CLERK RICHARD MCCORMACK: Witt?

23 ALDERMAN KEVIN WITT: Aye.

24 CITY CLERK RICHARD MCCORMACK: Masi?

25 ALDERMAN JOSEPH MASI: Aye.

1 CITY CLERK RICHARD MCCORMACK:

2 President Rodrigues?

3 PRESIDENT J. MIGUEL RODRIGUES: Aye.

4 CITY CLERK RICHARD MCCORMACK: Carries.

5 Resolution sponsored by Alderman

6 Kleiner authorizing the City to host a citywide

7 yard sale and waive associated fees.

8 PRESIDENT J. MIGUEL RODRIGUES:

9 Resolution sponsored by Alderman Kleiner,

10 seconded by Alderman Tobin.

11 Any discussion?

12 Vote.

13 CITY CLERK RICHARD MCCORMACK: Tobin?

14 ALDERMAN SPARROW TOBIN: Aye.

15 CITY CLERK RICHARD MCCORMACK: Jean-

16 Francois?

17 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

18 CITY CLERK RICHARD MCCORMACK: Johnson?

19 ALDERMAN PAUL JOHNSON: Aye.

20 CITY CLERK RICHARD MCCORMACK: Wray?

21 ALDERMAN KATE WRAY: Aye.

22 CITY CLERK RICHARD MCCORMACK: Kleiner?

23 ALDERMAN GERALD KLEINER: Aye.

24 CITY CLERK RICHARD MCCORMACK: Green?

25 ALDERMAN ANDREW GREEN: Aye.

1 CITY CLERK RICHARD MCCORMACK: Witt?

2 ALDERMAN KEVIN WITT: Aye.

3 CITY CLERK RICHARD MCCORMACK: Masi?

4 ALDERMAN JOSEPH MASI: Aye.

5 CITY CLERK RICHARD MCCORMACK:

6 President Rodrigues?

7 PRESIDENT J. MIGUEL RODRIGUES: Aye.

8 CITY CLERK RICHARD MCCORMACK: Carries.

9 Resolution sponsored by Alderman Way
10 authorizing a salary for a human resource
11 specialist.

12 PRESIDENT J. MIGUEL RODRIGUES:
13 Resolution sponsored by Alderman Wray, seconded
14 by Alderman Green.

15 Any discussion?

16 Vote.

17 CITY CLERK RICHARD MCCORMACK: Tobin?

18 ALDERMAN SPARROW TOBIN: Aye.

19 CITY CLERK RICHARD MCCORMACK: Jean-
20 Francois?

21 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

22 CITY CLERK RICHARD MCCORMACK: Johnson?

23 ALDERMAN PAUL JOHNSON: Aye.

24 CITY CLERK RICHARD MCCORMACK: Wray?

25 ALDERMAN KATE WRAY: Aye.

1 CITY CLERK RICHARD MCCORMACK: Kleiner?
2 ALDERMAN GERALD KLEINER: Aye.
3 CITY CLERK RICHARD MCCORMACK: Green?
4 ALDERMAN ANDREW GREEN: Aye.
5 CITY CLERK RICHARD MCCORMACK: Witt?
6 ALDERMAN KEVIN WITT: Aye.
7 CITY CLERK RICHARD MCCORMACK: Masi?
8 ALDERMAN JOSEPH MASI: Aye.
9 CITY CLERK RICHARD MCCORMACK:
10 President Rodrigues?
11 PRESIDENT J. MIGUEL RODRIGUES: Aye.
12 CITY CLERK RICHARD MCCORMACK: Carries.
13 Resolution sponsored by Alderman Tobin
14 authorizing the approval of the 2024 fire
15 department LOSAP list.
16 PRESIDENT J. MIGUEL RODRIGUES:
17 Resolution sponsored by Alderman Tobin, seconded
18 by Alderman Jean-Francois.
19 Any discussion?
20 ALDERMAN ANDREW GREEN: Yes.
21 PRESIDENT J. MIGUEL RODRIGUES:
22 Alderman Green?
23 ALDERMAN ANDREW GREEN: Yeah. Just I
24 will be abstaining because I am on the list, so -
25 - thank you.

1 PRESIDENT J. MIGUEL RODRIGUES: Duly
2 noted.
3 Anyone else?
4 Vote.
5 CITY CLERK RICHARD MCCORMACK: Tobin?
6 ALDERMAN SPARROW TOBIN: Aye.
7 CITY CLERK RICHARD MCCORMACK: Jean-
8 Francois?
9 ALDERMAN JUDE JEAN-FRANCOIS: Aye.
10 CITY CLERK RICHARD MCCORMACK: Johnson?
11 ALDERMAN PAUL JOHNSON: Aye.
12 CITY CLERK RICHARD MCCORMACK: Wray?
13 ALDERMAN KATE WRAY: Aye.
14 CITY CLERK RICHARD MCCORMACK: Kleiner?
15 ALDERMAN GERALD KLEINER: Aye.
16 CITY CLERK RICHARD MCCORMACK: Green?
17 ALDERMAN ANDREW GREEN: Abstain.
18 CITY CLERK RICHARD MCCORMACK: Witt?
19 ALDERMAN KEVIN WITT: Aye.
20 CITY CLERK RICHARD MCCORMACK: Masi?
21 ALDERMAN JOSEPH MASI: Aye.
22 CITY CLERK RICHARD MCCORMACK:
23 President Rodrigues?
24 PRESIDENT J. MIGUEL RODRIGUES: Aye.
25 CITY CLERK RICHARD MCCORMACK: Carries.

1 Resolution to sponsored by Alderman
2 Johnson authorizing the approval of the citywide
3 part-time employee rate schedule for 2025.

4 PRESIDENT J. MIGUEL RODRIGUES:
5 Resolution sponsored by Alderman Johnson,
6 seconded by Alderman Wray.

7 Any discussion?

8 Vote.

9 CITY CLERK RICHARD MCCORMACK: Tobin?

10 ALDERMAN SPARROW TOBIN: Aye.

11 CITY CLERK RICHARD MCCORMACK: Jean-
12 Francois?

13 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

14 CITY CLERK RICHARD MCCORMACK: Johnson?

15 ALDERMAN PAUL JOHNSON: Aye.

16 CITY CLERK RICHARD MCCORMACK: Wray?

17 ALDERMAN KATE WRAY: Aye.

18 CITY CLERK RICHARD MCCORMACK: Kleiner?

19 ALDERMAN GERALD KLEINER: Aye.

20 CITY CLERK RICHARD MCCORMACK: Green?

21 ALDERMAN ANDREW GREEN: Aye.

22 CITY CLERK RICHARD MCCORMACK: Witt?

23 ALDERMAN KEVIN WITT: Aye.

24 CITY CLERK RICHARD MCCORMACK: Masi?

25 ALDERMAN JOSEPH MASI: Aye.

1 CITY CLERK RICHARD MCCORMACK:

2 President Rodrigues?

3 PRESIDENT J. MIGUEL RODRIGUES: Aye.

4 CITY CLERK RICHARD MCCORMACK: Carries.

5 Resolution sponsored by Alderman Masi

6 authorizing an engagement letter with

7 BakerHostetler, LLP for tax credit counseling

8 services for the O & W Project.

9 PRESIDENT J. MIGUEL RODRIGUES:

10 Resolution sponsored by Alderman Masi, seconded

11 by Alderman Kleiner.

12 Any discussion?

13 Vote.

14 CITY CLERK RICHARD MCCORMACK: Tobin?

15 ALDERMAN SPARROW TOBIN: Aye.

16 CITY CLERK RICHARD MCCORMACK: Jean-

17 Francois?

18 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

19 CITY CLERK RICHARD MCCORMACK: Johnson?

20 ALDERMAN PAUL JOHNSON: Aye.

21 CITY CLERK RICHARD MCCORMACK: Wray?

22 ALDERMAN KATE WRAY: Aye.

23 CITY CLERK RICHARD MCCORMACK: Kleiner?

24 ALDERMAN GERALD KLEINER: Aye.

25 CITY CLERK RICHARD MCCORMACK: Green?

1 ALDERMAN ANDREW GREEN: Aye.

2 CITY CLERK RICHARD MCCORMACK: Witt?

3 ALDERMAN KEVIN WITT: Aye.

4 CITY CLERK RICHARD MCCORMACK: Masi?

5 ALDERMAN JOSEPH MASI: Aye.

6 CITY CLERK RICHARD MCCORMACK:

7 President Rodrigues?

8 PRESIDENT J. MIGUEL RODRIGUES: Aye.

9 CITY CLERK RICHARD MCCORMACK: Carries.

10 Resolution sponsored by Alderman Witt
11 authorizing the closure of streets for the
12 annual Ruthie Dino-Marshall Run.

13 PRESIDENT J. MIGUEL RODRIGUES:
14 Resolution sponsored by Alderman Witt, seconded
15 by Alderman Tobin.

16 Any discussion?

17 Alderman Green?

18 ALDERMAN ANDREW GREEN: Yeah, just
19 briefly. You know, we were given a good heads up
20 this year and everything I know there's been some
21 contention in the past, but everything seems to
22 be straightforward for this year. So, thank you.

23 PRESIDENT J. MIGUEL RODRIGUES: Run.

24 ALDERMAN ANDREW GREEN: That's it.

25 PRESIDENT J. MIGUEL RODRIGUES: Anyone

1 else?

2 Vote.

3 CITY CLERK RICHARD MCCORMACK: Tobin?

4 ALDERMAN SPARROW TOBIN: Aye.

5 CITY CLERK RICHARD MCCORMACK: Jean-

6 Francois?

7 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

8 CITY CLERK RICHARD MCCORMACK: Johnson?

9 ALDERMAN PAUL JOHNSON: Aye.

10 CITY CLERK RICHARD MCCORMACK: Wray?

11 ALDERMAN KATE WRAY: Aye.

12 CITY CLERK RICHARD MCCORMACK: Kleiner?

13 ALDERMAN GERALD KLEINER: Aye.

14 CITY CLERK RICHARD MCCORMACK: Green?

15 ALDERMAN ANDREW GREEN: Aye.

16 CITY CLERK RICHARD MCCORMACK: Witt?

17 ALDERMAN KEVIN WITT: Aye.

18 CITY CLERK RICHARD MCCORMACK: Masi?

19 ALDERMAN JOSEPH MASI: Aye.

20 CITY CLERK RICHARD MCCORMACK:

21 President Rodrigues?

22 PRESIDENT J. MIGUEL RODRIGUES: Aye.

23 CITY CLERK RICHARD MCCORMACK: Carries.

24 Resolution sponsored by Alderman Green

25 authorizing agreement with Raindrop for a Maple

1 Hill splash pad.

2 PRESIDENT J. MIGUEL RODRIGUES:

3 Resolution sponsored by Alderman Green, seconded
4 by Alderman Kleiner.

5 Any discussion?

6 Vote.

7 CITY CLERK RICHARD MCCORMACK: Tobin?

8 ALDERMAN SPARROW TOBIN: Aye.

9 CITY CLERK RICHARD MCCORMACK: Jean-
10 Francois?

11 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

12 CITY CLERK RICHARD MCCORMACK: Johnson?

13 ALDERMAN PAUL JOHNSON: Aye.

14 CITY CLERK RICHARD MCCORMACK: Wray?

15 ALDERMAN KATE WRAY: Aye.

16 CITY CLERK RICHARD MCCORMACK: Kleiner?

17 ALDERMAN GERALD KLEINER: Aye.

18 CITY CLERK RICHARD MCCORMACK: Green?

19 ALDERMAN ANDREW GREEN: Aye.

20 CITY CLERK RICHARD MCCORMACK: Witt?

21 ALDERMAN KEVIN WITT: Aye.

22 CITY CLERK RICHARD MCCORMACK: Masi?

23 ALDERMAN JOSEPH MASI: Aye.

24 CITY CLERK RICHARD MCCORMACK:

25 President Rodrigues?

1 PRESIDENT J. MIGUEL RODRIGUES: Aye.

2 CITY CLERK RICHARD MCCORMACK: Carries.

3 PRESIDENT J. MIGUEL RODRIGUES: Is that
4 it?

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

9 PRESIDENT M. MIGUEL RODRIGUES:
10 Resolution sponsored by Alderman Masi, seconded
11 by Alderman Johnson.

12 Roll?

13 CITY CLERK RICHARD MCCORMACK: Tobin?

14 ALDERMAN SPARROW TOBIN: Aye.

15 CITY CLERK RICHARD MCCORMACK: Jean-
16 Francois?

17 ALDERMAN JUDE JEAN-FRANCOIS: Aye.

18 CITY CLERK RICHARD MCCORMACK: Johnson?

19 ALDERMAN PAUL JOHNSON: Aye.

20 CITY CLERK RICHARD MCCORMACK: Wray?

21 ALDERMAN KATE WRAY: Aye.

22 CITY CLERK RICHARD MCCORMACK: Kleiner?

23 ALDERMAN GERALD KLEINER: Aye.

24 CITY CLERK RICHARD MCCORMACK: Green?

25 ALDERMAN ANDREW GREEN: Aye.

1 CITY CLERK RICHARD MCCORMACK: Witt?

2 ALDERMAN KEVIN WITT: Aye.

3 CITY CLERK RICHARD MCCORMACK: Masi?

4 ALDERMAN JOSEPH MASI: Aye.

5 CITY CLERK RICHARD MCCORMACK:

6 President Rodrigues?

7 PRESIDENT J. MIGUEL RODRIGUES: Aye.

8 CITY CLERK RICHARD MCCORMACK: Carries.

9 PRESIDENT J. MIGUEL RODRIGUES: Move
10 for adjournment?

11 ALL: Move.

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

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

Sonya M. Ledanski Hyde

Veritext Legal Solutions
330 Old Country Road
Suite 300
Mineola, NY 11501

Date: April 11, 2025



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MARCH 18, 2025**

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

Authorization for the Presiding Officer to Waive Rules of Decorum

3. STATE OF THE CITY ADDRESS- MAYOR JOSEPH M. DESTEFANO

4. APPROVAL OF MINUTES

4.1. Nothing this evening.

5. CORRESPONDENCE, COMMUNICATION AND REPORTS

6. PUBLIC HEARINGS AND GRIEVANCES

6.1. Public Hearing: Local Law #1 of 2025: Written Notice of Defect

6.2. Public Hearing Good Cause Eviction- (Held Open for Written Comments ONLY
from 3/5/25 Meeting)

7. PETITIONS AND COMPLAINTS

8. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES

9. UNFINISHED BUSINESS

10. NEW BUSINESS

86-25 Approval of Amendment #6 to Orange County Title-III B Funding Agreement for
Additional 2024 Allocation of \$19,600.34

87-25 Authorization to Transfer \$8600 within the Department of Public Works Budget for
the Emergency Action Plan for Woodward Dam and Greenleaf Dike

88-25 Authorization to Hire two Part-time Recreation Leaders for the Senior Center

- 89-25 Authorization to Accept Boxing Equipment Donation from the Pratti Family
- 90-25 Authorization to Enter into an Agreement with Harry F. Rotolo & Sons Electric for Alarm Monitoring Services at the Recreation and Parks Building
- 91-25 Authorization to Host a City-Wide Yard Sale and Waive Associated Fees
- 92-25 Authorization of a Salary for a Human Resource Specialist
- 93-25 Authorization to Approve the 2024 Fire Department LOSAP List
- 94-25 Authorization to approve the City-Wide Part-Time Employee Rate Schedule for 2025
- 95-25 Authorization to Approve an Engagement Letter with Baker & Hostetler LLP for Tax Credit Counseling Services for the O&W Project
- 96-25 Authorization to Close Streets for the Annual Ruthie Dino-Marshall Run
- 97-25 Authorization to Enter an Agreement with RainDrop for Maple Hill Splash Pad

11. LOCAL LAWS

12. AUDIT OF CLAIMS AND ACCOUNTS

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

13. ADJOURNMENT

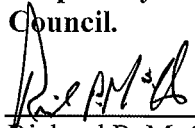


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

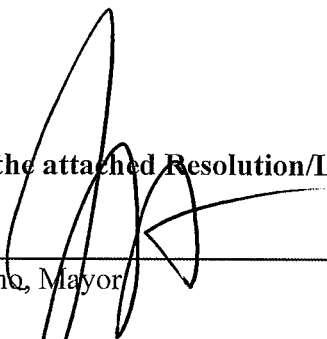
By: Alderman Green
Seconded by: Alderman Kleiner
Date of Adoption: March 18, 2025
Index No: 97-25

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

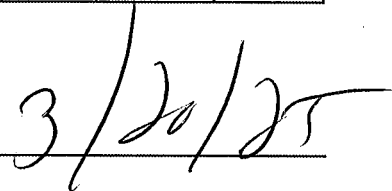

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



Authorization to Enter 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



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

Date: 2/26/2025

To: RAELENN BERTHOLF
Purchaser: Middletown Recreation Departme
Billing Address: 393 County Route 78
Middletown, NY 10940

First Shipment Address:
MAPLE HILL POOL/PARK
PLEASE CONFIRM
Middletown, NY 10940

Quantity	Item # <i>Click on item # to view cut sheet</i>	Item Description	GPM (Ea) <i>(If Applicable)</i>	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	<u>TNSL-001-OM</u>	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	<u>BLSJ-005-OM</u>	BELLE SPRAY JET-OM	30.00	\$2,750.00	\$2,750.00
1.00	<u>CFBR-004-OM</u>	BUDDY BEAR W/HAT -OM	7.60	\$5,875.00	\$5,875.00
	HAT PAINTED LIKE STRIPED ENGINEERS				
2.00	<u>ARCH-1370-OM-SS</u>	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	<u>SPTE-001-LF-OM</u>	MINI TRAIN ENGINE-LF-OM	2.00	\$10,975.00	\$10,975.00
	SURFACE SPRAYS				
1.00	<u>SPBG-003</u>	SPRAY BRIGADE-POPKORN	78.90	\$2,925.00	\$2,925.00
2.00	<u>PPJT-003</u>	POPJETS 4	32.10	\$605.00	\$1,210.00
	LOOP 2				
2.00	<u>TWTO-001-OM</u>	TWIN TOWER-OM	7.60	\$750.00	\$1,500.00
1.00	<u>SPLZ-001-OM</u>	SPLITZ SPRAY-OM	7.60	\$750.00	\$750.00
7.00	<u>GSJT-001-OM</u>	GUSHER JET-OM	15.20	\$750.00	\$5,250.00
	LOOP 3&4 EVERY OTHER				
2.00	<u>WTJT-001-OM</u>	WATER TIARA-OM	11.40	\$750.00	\$1,500.00
1.00	<u>TFJT-001-OM</u>	TRIPLE FAN JET-OM	11.40	\$750.00	\$750.00
1.00	<u>CIRT-012</u>	CIRCLE TIME 12	20.20	\$5,280.00	\$5,280.00
1.00	<u>FMGS-003</u>	FOAM GEYSER	32.00	\$3,250.00	\$3,250.00
2.00	<u>TNLP-001-OM</u>	TINY TOOLIP SPRAY-OM	10.60	\$750.00	\$1,500.00
	LOOP 2				
	MOUNTING SYSTEM				
25.00	<u>POD-A001</u>	OMNIPOD TEMPLATE		\$0.00	\$0.00
	CONTROL SYSTEM				

PROPOSAL



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

1.00	<u>BOL-005</u>	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	<u>SOL-MFD-ISOS-UNN-2</u>	2" SOLENOID VALVE ASSEMBLY, TRUE UNION BALL VALVE-DC FOR iSPLASH	\$390.00	\$3,510.00
10.00	<u>SOL-MFD-ISOS-UNN-1</u>	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	<u>BLV-MFD-UNN-1</u>	1" BALL VALVE ASSEMBLY-TRUE UNION FOR MANIFOLD	\$175.00	\$175.00
1.00	<u>BLV-MFD-UNN-2</u>	2" BALL VALVE ASSEMBLY-TRUE UNION FOR MANIFOLD	\$295.00	\$295.00
RECIRCULATION AND FILTRATION SYSTEM				
1.00	PMP6-650-PK3-02	PUMP EQUIP 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	<u>RSVR-F30-1-1-01</u>	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	<u>BASN-DVTR-1204-E-S</u>	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	<u>DRN12-006B</u>	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.				

PROPOSAL



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



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

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

PROPOSAL



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

PROPOSAL



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Salesperson: Eric Zelman

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

PROPOSAL



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

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

PROPOSAL



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

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



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) _____

Title: _____

Date: _____

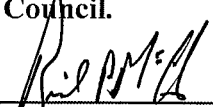


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

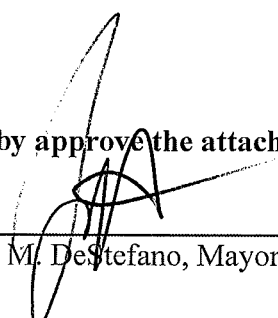
By: Alderman Masi
Seconded by: Alderman Johnson
Date of Adoption: March 18, 2025
Index No:

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

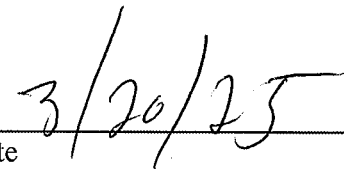

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



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

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

Prepared by:

Attachments:

None

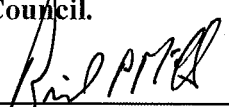


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
Seconded by: Alderman Tobin
Date of Adoption: March 18, 2025
Index No: 96-25

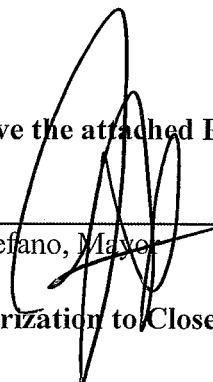
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.



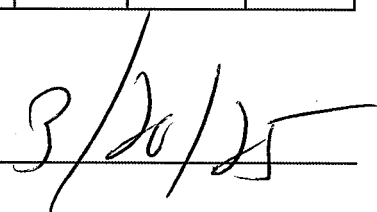
Richard P. McCormack
Clerk to the Common Council

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 

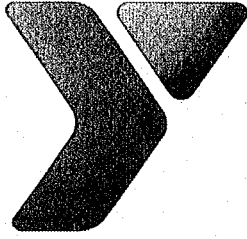
Authorization to Close Streets for the Annual Ruthie Dino-Marshall Run

RESOLVED, that the Common Council of the City of Middletown hereby authorizes the Commissioner of Public Works, and/or his designee, and the Chief of Police, and/or his designee, to close any and all streets and intersections as per the attached route necessary and at their discretion, for the YMCA Annual Ruthie Dino Marshall Run on Sunday, June 8, 2025, beginning at 7:00 a.m. and lasting until such time as it is no longer needed.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Ruthie Permit Letter 2025
2.	Ruthie Run Map 2025



March 10, 2025

Dear Mayor DeStefano,

The YMCA of Middletown is preparing for its Annual Ruthie Dino-Marshall Run to be held on Sunday, June 8, 2025. As a result of the usage of city streets for the event, this correspondence serves as a request for a City Permit for this year's run. The race requires the roads to be closed from 7:00am and reopening gradually as the last runner/walker passes. The one exception would be Cantrell Ave. at the side of the YMCA - this street would need to be closed early for timer set up and would be the last to reopen at 10:30am as it is the site of the finish line and our kids dash.

Enclosed is the map of the race course which remains the same course as the previous years. I understand this request will be brought in front of the Middletown City Council for approval. Please let us know if there is anything further you will need from the YMCA to expedite issuing the permit. On behalf of the Board of Directors of the YMCA of Middletown, George Marshall, and I thank you so much for your assistance.

Sincerely Yours,

George Marshall

Race Director

Diana Welch

YMCA Wellness Director

YMCA Of Middletown
Association Headquarters
81 Highland Ave
Middletown, NY, 10940
(P) 845 344 9622
www.middletownymca.org

SOUTH ORANGE FAMILY YMCA
45 Gilbert Street Extension
Monroe, NY, 10950
(P) 845 782 9622

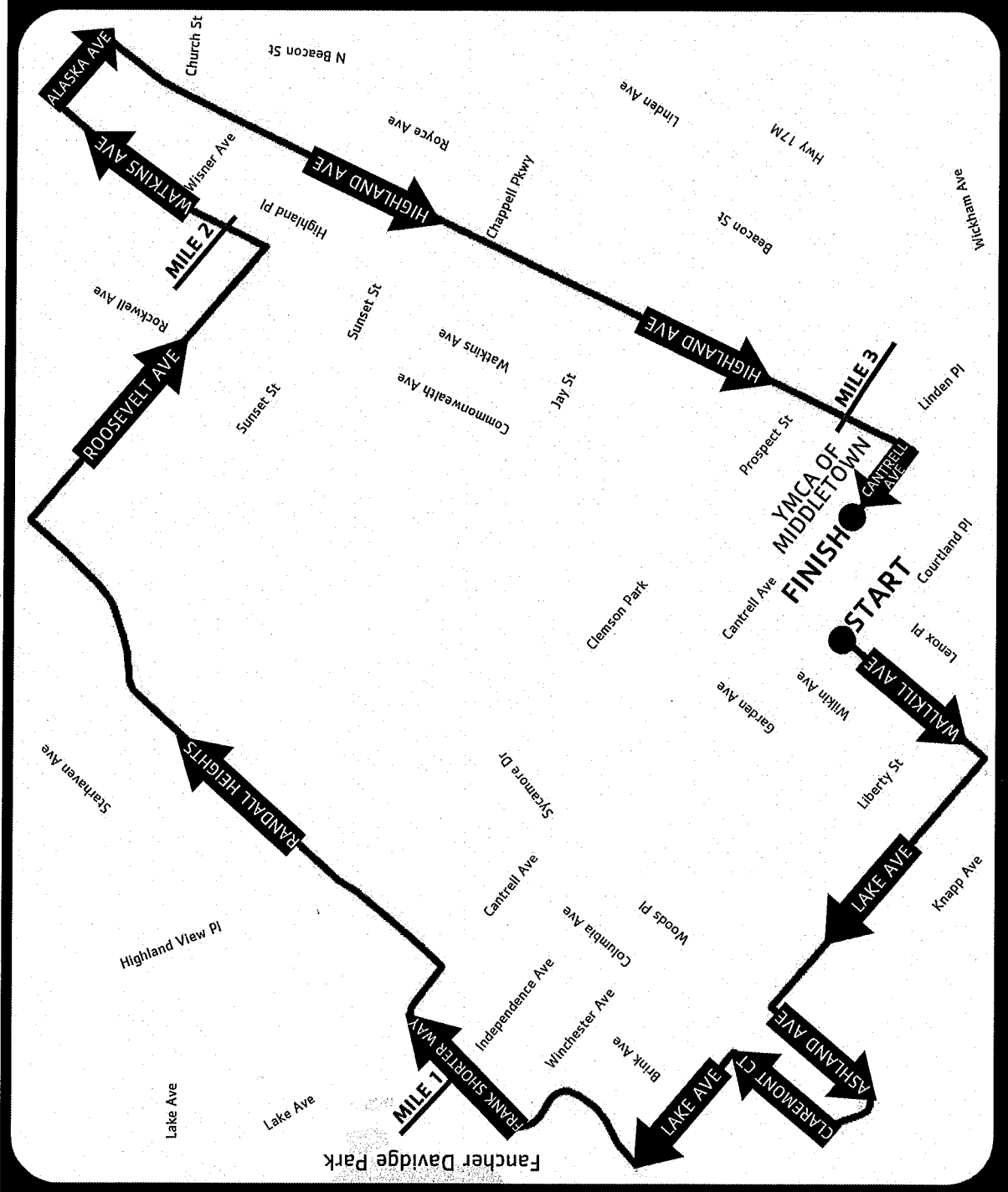


Ruthie Dino-Marshall 5K—Course Map

YMCA OF MIDDLETOWN

COURSE DIRECTIONS

Start on Walkkill Ave
Turn right on to Lake Ave
Turn left on to Ashland Ave,
which becomes Claremont Ct
Turn left on to Lake Ave
Turn right on to Frank Shorter
Way (passing Fancher Davidge
Park on your left)
Turn left on to Randall Heights
Turn right on to Roosevelt Ave
Turn left on to Watkins Ave
Turn right on Alaska Ave
Turn right on Highland Ave
Turn right on Cantrell Ave
Finish across from YMCA



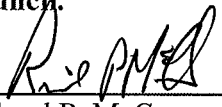


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

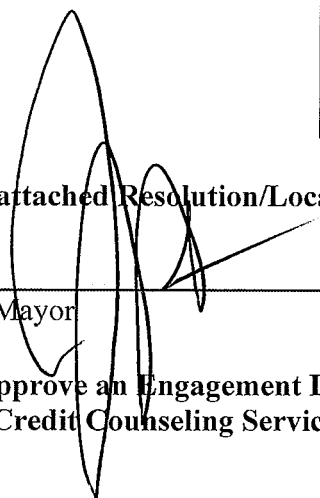
By: Alderman Masi
Seconded by: Alderman Kleiner
Date of Adoption: March 18, 2025
Index No: 95-25

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.

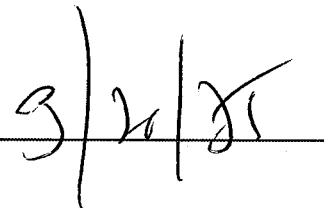

Richard P. McCormack
Clerk to the Common Council

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



Authorization to Approve an Engagement Letter with Baker & Hostetler LLP for Tax Credit Counseling Services for the O&W Project

BE IT RESOLVED that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment and authorizes a letter of engagement with Baker & Hostetler LLP to serve as the special tax credit counsel to the City of Middletown and authorization for the mayor to sign the agreement. A \$10,000 retainer is to be funded through the Capital Line H01.0005.900 O& W Project.

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

Prepared by:

Maria Bruni, Director of Economic and Community Development

Attachments:

1.	Engagement Letter (City of Middletown) tax credit counsel
----	---

BakerHostetler

Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114-1214

T 216-621-0200
F 216-696-0740
www.bakerlaw.com

Nathan Ware
Direct dial: 216-861-7427
nware@bakerlaw.com

March 13, 2025

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

Re: Engagement of Counsel

Dear Ms. McNamara:

Thank you for selecting Baker & Hostetler LLP to serve as special tax credit counsel to the City of Middletown (the "**City**") in connection with the development, financing, rehabilitation, and construction of the former O&W train station building located at 7 Low Avenue, Middletown, NY into a mixed-use real estate project (the "**Project**").

The purpose of this letter is to set forth the salient terms of our engagement as counsel and to provide you certain information about our fees, billing and collection policies and other terms that will govern our relationship. We believe it is helpful to explain to our clients the nature and the terms of our representation at the beginning of our relationship. Accordingly, we have attached to this letter our firm's Standard Terms of Engagement.

We understand that the City is exploring Historic Tax Credit ("**HTC**") financing and New Markets Tax Credit ("**NMTC**") financing for the Project. You have asked us to assist you in evaluating tax credit financing for the Project. To the extent that you determine to move forward with tax credit financing for the Project then our scope would include representing the City in connection with such financing.

For the purpose of checking whether there exists any conflict of interest with respect to this engagement, we have searched our conflict-of-interest database under the following:

City of Middletown
Mayor Joseph M. DeStefano

We will assume that the above listing is accurate and complete unless you otherwise advise us. We also request that you notify us promptly if any additional searches are required due to any change in your circumstances.

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Dallas Denver Houston
Los Angeles New York Orlando Philadelphia San Francisco Seattle Washington, DC Wilmington

Mayor Joseph M. DeStefano
March 13, 2025
Page 2

Our professional fees for legal services will be determined primarily by the amount of time our attorneys and other personnel spend performing services on your behalf and their applicable hourly rates. I will coordinate work on this engagement. My rate is \$800 per hour. Lucas Witters will take primary responsibility for providing up-front tax analysis and structuring. He will also take responsibility for any tax opinions required by the financing parties. Lucas' rate is \$690 per hour. Dan Sweeney will be primarily responsible for reviewing, drafting and negotiating the principal transaction documents. Dan's rate is \$610 per hour. Ellie Vlahos is a paralegal that supports our Community Development team. Ellie would be responsible for entity formation, drafting, reviewing and/or negotiating ancillary documents, and managing the closing process. Ellie's rate is \$275 per hour. In addition to fees for our professional services, there may be charges for other costs and expenses which we incur in performing services on your behalf.

If the terms described above and in the attached Standard Terms of Engagement are acceptable to you, please sign below and return to me via email. Also, we will require a retainer in the amount of \$10,000 in connection with this engagement. Upon receipt of the signed copy and retainer, we can begin our work on this matter.

We look forward to working with you.

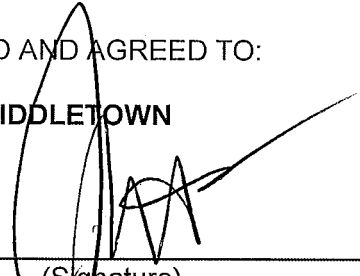
Sincerely,

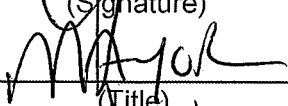
Nathan F. Ware
for
Baker & Hostetler LLP

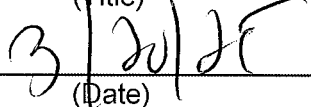
Attachment:
Standard Terms of Engagement

ACCEPTED AND AGREED TO:

CITY OF MIDDLETOWN



(Signature)


(Title)


(Date)

STANDARD TERMS OF ENGAGEMENT

Introduction

The purpose of this document is to explain our relationship with you, our billing practices, our obligations to you, and your obligations to us in the belief that our relationship will benefit from a mutual understanding of these matters at the beginning of our relationship. We urge you to call us anytime you have a question relating to any of these matters. We strive to have satisfied clients and your satisfaction is very important to us.

Your agreement to this engagement constitutes your acceptance of the following terms and conditions. If you find any of these terms and conditions unacceptable, please tell us now so that we can try to resolve any differences and proceed on a mutually satisfactory basis.

Our Relationship

Our engagement and the legal services we will provide are limited to the matter described in the accompanying letter. Any change in our engagement or the legal services we are to provide to you must be mutually approved in writing. The services we provide are strictly legal services; we do not provide business, personal, financial, investment, accounting or other services. You will provide us with the factual information and materials we need to perform the legal services identified in the accompanying letter, and we will perform the necessary legal services and give you the necessary legal advice. You will make all business, personal, financial, investment, or accounting decisions that are required, including in the case of litigation, the decision whether or not to settle the case. You will not rely on us for business, personal, financial, investment, or accounting advice and will not expect us to investigate the character or credit of persons or entities with whom you are dealing, unless we have expressly agreed to do so in the accompanying letter.

Confidentiality and Other Matters

As your attorneys, we owe you duties of confidentiality, loyalty, and competent and zealous representation. We are required to preserve your confidences and secrets. This obligation and the attorney-client communication privilege exist in order to facilitate and encourage candid communication between a client and his or her attorney. We can adequately represent you and give you sound legal advice only if you make us aware of all information and documents that might be relevant to the matter we are undertaking for you. Accordingly, we urge you to communicate with us fully and without reservation so that we can properly perform legal services for you and give you legal advice with respect to the matter on which you have engaged us.

You should understand, however, that in those matters where we are representing a corporation or other legal entity, our attorney-client relationship is with that specific corporation or legal entity and not with its individual officers, directors, executives, employees, shareholders, partners, or other persons in similar positions, or with its parent, subsidiary, or affiliated corporations or persons. In such cases, our professional duties are owed only to the corporation or legal entity that we have agreed to represent, and you will not assert a conflict of interest because we represent other persons, corporations, or entities that are adverse to any of such related persons, corporations, or other legal entities. In some situations where there is no conflict of interest, we may represent individual officers, directors, executives, or employees, or parent, subsidiary, or affiliated corporations of a corporation or other legal entity as well as the corporation or other legal entity but such multiple representations will be clearly stated in the accompanying letter.

Professional Fees

In determining the professional fee for our legal services, we are generally guided primarily by the amount of time devoted to your matter and the hourly rates of the attorneys performing the services, although we offer other fee arrangements in appropriate situations. If another fee arrangement has been mutually agreed to for your work, it will be set forth in the accompanying letter.

We may also consider other factors, as appropriate, including: the novelty and difficulty of the legal issues involved; the legal skill required to do the work; the fee customarily charged by comparable law firms for similar legal services; the importance of the work to you or the amount of money involved or at risk and the results obtained; any time constraints imposed by you or the circumstances; and the nature and length of our professional relationship with you.

The hourly rate assigned to each attorney reflects his or her ability, experience, reputation, market rates in each location for his or her area of practice, the firm's costs, and other factors deemed appropriate by the firm. Our hourly rates are subject to review and adjustment from time to time, at least annually, based on the foregoing factors. Any changes in hourly rates are usually applied prospectively, although they may also be applied to time that has been recorded but not yet billed. We will provide you with notice of any changes to our rates or expense charges, either through correspondence or invoices indicating the rates then in effect. Our attorneys and other personnel will record time spent on your behalf in quarter-hour increments unless otherwise agreed between you and us.

We will seek to perform your work cost efficiently. This does not mean, however, that we will necessarily assign an attorney with the lowest hourly rate. When selecting attorneys to perform legal services required by your engagement, we generally consider the skill, ability, and experience levels required for the work, prior commitments of our attorneys, and the time demands of your matter and other matters, as well as the hourly rates of our attorneys, unless you request otherwise. Under some circumstances, attorneys with higher hourly rates may be assigned in order to provide specialized legal skills, to complete the matter more quickly, to meet time constraints imposed by you or the circumstances, to seek to perform the work at a lower overall professional fee, or because of attorney workloads.

At times we may use temporary personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise the same as we do for our direct employees.

We generally charge for travel time during normal business hours at our applicable hourly rates. Outside normal business hours we charge one-half our applicable hourly rates unless the attorney or other person is able to work while traveling. If the attorney or other person works on your behalf while traveling, you will be charged our applicable hourly rates regardless of the time of travel. If the attorney or other person works on other clients' matters while traveling, you will not be charged for time during which the attorney or other person worked for other clients.

Taxes

The fees for services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to our services. When we have the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be included on our statements with other expenses and charges unless you provide us with a valid tax exemption

certificate authorized by the appropriate taxing authority. Any payments by you to us will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes that are otherwise imposed on payments to us will be your sole responsibility. You may be asked to provide us with official receipts issued by the appropriate taxing authority or such other evidence to establish that such taxes have been paid.

Expenses and Other Charges

In addition to fees for our professional services, our statements will include out-of-pocket expenses we incur (e.g., filing fees, court reporter fees, expert witness fees, overnight courier fees, travel, and postage) and internal charges we make for other services we provide (e.g., copying, computerized legal research, long distance telephone, and faxes) in connection with performing legal services on your behalf. Out-of-pocket expenses incurred will be billed at our cost, which in some cases may be estimated. Internal charges (which may exceed direct costs and allocated overhead expense) will be billed at amounts that reflect the value of the service or industry practice. Further detail regarding any expenses or other charges will be furnished upon request. We may request an advance expense deposit from you in matters where we expect that we will be required to incur substantial out-of-pocket costs on your behalf.

Travel Expenses. For automobile travel, we customarily reimburse our attorneys and other personnel and charge you the Internal Revenue Service approved mileage rate, plus parking and tolls outside the cities in which our offices are located.

Actual cost is always charged for airfare, auto rental, cab fare, meals, and lodging. Our attorneys and other personnel are required to travel coach class, lowest logical airfare, unless you request or approve other arrangements in advance, the air travel time exceeds four hours, or circumstances warrant otherwise. In the latter two cases, travel will be by business class if available or first class if it is not.

Delivery and Communications Expenses. Postage on mail in excess of two ounces per item is billed at cost.

Air express, outside local messenger services and courier services are billed at cost. Use of our own messengers for local deliveries is charged at rates generally competitive with local messenger services.

Long-distance telephone calls are charged at costs estimated using rate tables provided by our primary vendors. Local mobile phone calls to or from clients are billed at cost, exclusive of phone rental and lease costs, which are absorbed by the caller.

Computerized Research and Database Charges. We utilize Lexis-Nexis and Westlaw to provide primary automated research services that assist in reducing your professional fees. In addition, we have access to other internal and external databases, which help to save money and assist in improving the quality of legal research. Our charges for use of these automated research tools are at vendor invoice, which is net of all discounts provided by the vendors.

Photocopying and Fax Charges. Copying is charged at \$.10 per page for black & white and \$.50 for color. Outgoing faxes are charged at \$1.00 per page within the United States and \$2.50 per page internationally. There is no charge for incoming faxes or for long distance phone charges associated with fax transmission.

Invoices and Payments

Unless otherwise mutually agreed, we generally render monthly invoices for legal services, expenses and other charges. Our invoices are due and payable upon receipt. Payment is considered overdue if not received within 30 days from the invoice date. If our invoices are not timely paid, we may withdraw from your representation and terminate our services. We may also assess the statutory interest charge on any overdue invoices, whether or not we terminate services. Payments made on overdue invoices are applied first to the oldest outstanding invoice.

If you have any question about any invoice or any fee, expense, or other charge, we urge you to discuss it with us. We want you to be satisfied with the quality of our services and the reasonableness of our fees.

Termination

Unless we have mutually agreed to continue our attorney-client relationship with respect to other matters, our attorney-client relationship with you will end upon the completion of services for the matter to which the accompanying letter applies or upon the earlier termination of our engagement by you or by us. In this regard, you have the right to terminate our attorney-client relationship at any time you wish with or without cause. An early termination of our relationship without cause will not, and an early termination of our relationship with cause may not, relieve you of your obligation to pay our reasonable fees, expenses, and other charges incurred before the termination. We also have the right, and sometimes the obligation, to terminate the engagement subject to the ethical standards in the Rules of Professional Conduct. We also reserve the right to suspend or terminate our representation, subject to such ethical standards, if you breach your obligations with respect to the engagement or do not pay the firm's invoices as specified.

Ownership of Files and Records

Except as to records which belong to the firm, records or files which we receive from you and documents that are produced or created in connection with your representation, shall be your property, subject to any lien granted by law, rules of professional conduct and our right to make and retain copies. Upon the closing of our files after termination of the engagement, we will return records belonging to you unless you request otherwise, or unless special circumstances require us to retain such records. If you request that we retain your files we may ask that you bear the costs of storage. We shall require from you written authorization to transfer any property belonging to you to a third party. Under our record retention policy we normally destroy files ten years after a matter is closed. It is understood and agreed that we shall have the right, at our discretion, to dispose of files which have not been returned to you at such time that we determine that such files need no longer be retained.

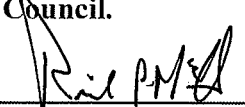


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

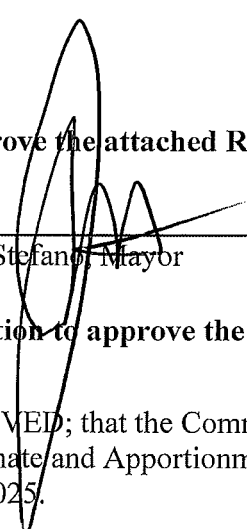
By: Alderman Johnson
Seconded by: Alderwoman Wray
Date of Adoption: March 18, 2025
Index No: 94-25

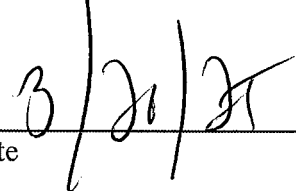
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


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 

Authorization to approve the City-Wide Part-Time Employee Rate Schedule for 2025

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the attached Part-Time Rate Schedule for Budget year 2025.

The funding is already budgeted for most employees. If not, the Department Heads are required to request the funding if needed. The effective date will be upon the approval of the Common Council.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	Part Time Salary
----	------------------

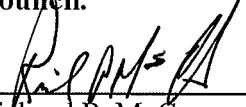


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

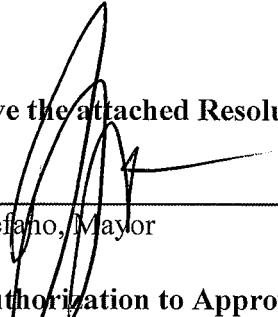
By: Alderman Tobin
Seconded by: Alderman Jean-Francois
Date of Adoption: March 18, 2025
Index No: 93-25

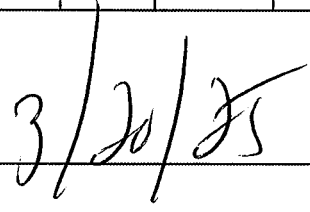
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


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 

Authorization to Approve the 2024 Fire Department LOSAP List

BE IT RESOLVED; the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and approved the 2024 LOSAP Award List.

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 necessary paperwork.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	2024 LOSAP Redacted List
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2024 FIRE DEPARTMENT SERVICE CERTIFICATION FORM

SERVICE AWARD PROGRAM

City of Middletown

Middletown Fire Department

DEADLINE: March 31, 2025

INSTRUCTIONS

New York State General Municipal Law requires that a list of members of the Fire Department indicating who earned a year of service credit during 2024, those who did not earn a year of service credit during 2024, and those who waived participation must be certified under oath by the President, Secretary, and Chief (or comparable officers). Once complete, the entire 2024 Data Request Package should be sent to the City of Middletown for approval.

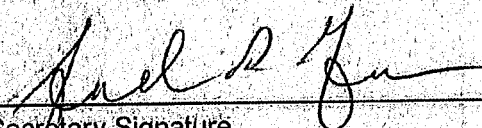
CERTIFICATION

We certify under oath that the attached list includes all active members of the Fire Department during the 2024 calendar year and indicates the points earned by each volunteer in accordance with the Service Award Program Point System which will be used to determine who will be credited with a year of service. We further certify that any prior service credit reported on the listing was earned during 2024 in accordance with the provisions of the Service Award Program.



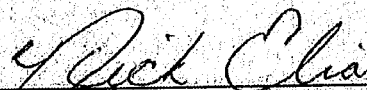
President Signature

2/17/25
Date



Secretary Signature

2/17/25
Date



Fire Company Official Signature

2/17/25
Date

CERTIFICATION (GREEN)

2024 SPONSOR APPROVAL FORM
SERVICE AWARD PROGRAM

City of Middletown

Middletown Fire Department

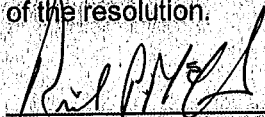
DEADLINE: May 1, 2025

INSTRUCTIONS

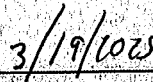
This form is to be signed by either the clerk (along with a copy of the certified resolution) or by all members of the City of Middletown governing board once the certified service listing has been reviewed and approved by the Board. Once this form has been completed, the entire Data Request Package should be returned to the Fire Department so that the list can be posted for at least 30 days as required by New York State Law.

APPROVAL

By resolution of the City of Middletown governing board, the 2024 service listing of all volunteer firefighters of the Middletown Fire Department has been approved. Attached is a certified copy of the resolution.



Clerk Signature



Date

If a copy of the certified resolution is not available, please have all members of the governing board sign below. The City of Middletown herein approves the Service Award Program list of all 2024 active members of the Fire Department.

Governing Board Member Signature

Date

Governing Board Member Signature

Date

Governing Board Member Signature

Date

Governing Board Member Signature

Date

Governing Board Member Signature

Date

CERTIFICATION (BLUE)

2024 SPONSOR AUTHORIZATION FORM

SERVICE AWARD PROGRAM

City of Middletown

Middletown Fire Department

DEADLINE: July 1, 2025

This form is to be signed by the Supervisor of the City of Middletown after the 2024 service listing has been posted for 30 days, as certified by the completion of the 2024 Fire Department Posting Certification Form. Please sign and return the entire Data Request Package to:

Penflex Actuarial Services, LLC
50 Century Hill Drive, Suite 3
Latham, NY 12110

AUTHORIZATION

I hereby authorize Penflex Actuarial Services, LLC to use the data submitted herein for the active volunteer firefighters Service Award Program 2024 records. I understand this data will be used to determine the funding requirements of the Service Award Program, the eligibility of participants to be paid Service Award Program benefits, and the amount of benefits to be paid to such persons. I understand that if any of the 2024 administrative services provided by Penflex Actuarial Services, LLC must be redone due to errors in the data submitted herein, there may be an additional charge payable by the Program Sponsor. I further understand that Penflex Actuarial Services, LLC will not be liable for any errors in the calculation of the amounts due or payable from the Service Award Program Trust Fund which is the direct result of error(s) in the data submitted herein.

Signature _____
Mayor of the City of Middletown

Date _____

3/20/25

2024 FIRE DEPARTMENT POSTING CERTIFICATION FORM

SERVICE AWARD PROGRAM

City of Middletown

Middletown Fire Department

NOTICE TO VOLUNTEERS

You have 30 days from the date on which the approved listing was posted (noted below) to review your points and service information. In the event that the information on the listing does not match your records, first notify the person noted below. If your appeal is not satisfactorily resolved, you must send a written appeal to the Sponsoring Board.

To comply with New York State General Municipal Law, after the 2024 service listing has been approved by the governing board of the City of Middletown, it must be posted in the Fire Department's principal headquarters for a period of at least 30 days. Please have the person responsible for compiling the points and/or prior service enter his or her name and contact information on the form below, and enter the date on which the service listing and this form were first posted. When the 30-day posting period is complete, please sign the bottom of this form and enter the date on which the listing was removed. Then please return the entire Data Request Package to the City of Middletown for final authorization.

This section must be completed by the person responsible for compiling the points:

Nick Elia
Name
mfdchiefelia@middletownny.gov
E-mail address

Assistant Chief
Title
(845) 742 - 9472
Phone number

Date the approved listing was posted:

January 6, 2025

Date the approved listing was removed:

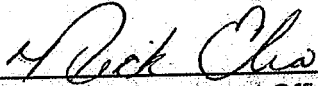
February 6, 2025

POSTING CERTIFICATION

I hereby certify that the approved listing was posted for no less than 30 days.

X No changes were made to the listing

 Changes have been made to the listing and an explanation is attached


Signature of Fire Department Official

February 6, 2025
Date

POSTING (PURPLE)

2024 LOSAP Final Report											
NAME:	Incident Points (Max Allowed: 25)	Incidents Attended:	Total Incidents:	Percentage of Incidents Attended Response	Drill Training Points (Max Allowed: 20)	Event Point (Max Allowed: 15)	Pers. Points:	LOD: DISB	Outside Training (Max Allowed: 25)	Meetin gs: (20)	Total Points:
Flores, Carlos	25	264	1224	21.57%	20	7	4			15	71
Clauson, Ken		94	1224	7.68%	7	15	0		8	20	50
DeGroat Jr, Stew	25	124	1224	10.13%	8	9	3			8	53
Green, Andrew		119	1224	9.72%	11	5	19		17	12	64
Green, Coty		98	1224	8.01%	20	5	4		20	13	62
Hagan, Bernard		96	1224	7.84%	20	7	15			18	60
Predmore SR, Kevin	25	332	1224	27.12%	13	8	0			17	63
Slingerland , Robert	25	131	1224	10.70%	13	3	0			10	51
Alicea, Carlos	25	304	1224	24.84%	20	3	0			13	61
Barone, Sam	25	508	1224	41.50%	12	8	0			20	65
Brady, Bob	25	339	1224	27.70%	19	11	25			20	100
Brady, Ryan	25	360	1224	29.41%	20	14	0			11	70
Cauchard, Rich		69	1224	5.64%	10	15	8		25	20	78
Healy, Joe	25	281	1224	22.96%	9	9	4			20	67
Lewis, Gerard	25	245	1224	20.02%	20	7	14			19	85
Luis, Don	25	428	1224	34.97%	20	15	0			20	80
Maclean, Randy	25	405	1224	33.09%	20	15	15			20	95
Rodriguez, Julio	25	156	1224	12.75%	9	15	4			12	65
Williams, Leighton	25	278	1224	22.71%	20	15	5			20	85
Bennett, Robert		102	1224	8.33%	6	15	5		25	20	71
Tiffany, Wayne		45	1224	3.68%	6	5	7	20	20	20	78
Elia, Nick	25	531	1224	43.38%	20	11	15			20	91
Mojica, Jose	25	299	1224	24.43%	19	15	3			20	82
Perna, George	25	133	1224	10.87%	20	15	8			20	88
Battisti, Art	25	142	1224	11.60%	7	6				12	50
Duggan, Kevin	25	400	1224	32.68%	5	6	5			18	59
Manis, Drew	25	331	1224	27.04%	11	15	15			18	84
Rowley, Pat	25	200	1224	16.34%	17	15	5			20	82

2024 Service Award Program Firefighter Records

Middletown Fire Department Service Award Program

Accrued 2024
Service Points

Last Name	First Name	MI	Date of Birth	Gender	Accrued Service Credit	2024 Points Earned	Mailing Address	City, State & Zip Code	Status
1 Abrue	Simon			M	0	___		Middletown, NY 10940	Active
2 Adams	Keith			M	1	___		Middletown, NY 10940	Active
3 Al-Amin	Abdul	J.		M	1	___		Middletown, NY 10940	Active
4 Alicea	Carlos	J.		M	2	61		Middletown, NY 10940	Active
5 Anzures	Telesforo			M	5	___		Middletown, NY 10940	Active
6 Barber	Nicholas	M.		M	10	___		Middletown, NY 10940	Active
7 Barone	Eric			M	7	___		Middletown, NY 10940	Active
8 Barone	Evan			M	0	___		___	Active
9 Barone	Samuel	J.		M	9	65		Middletown, NY 10940	Entitled 7/2020
10 Battisti	Arthur			M	3	50		Middletown, NY 10940	Entitled 10/2015
11 Baudendistel	Brandon	R.		M	3	___		Middletown, NY 10940	Active
12 Bennet	Robert			M	10	71		Middletown, NY 10940	Active
13 Blakeslee	Archie	A.		M	7	___		Middletown, NY 10940	Active
14 Boyea	Amber	R.		F	2	___		Middletown, NY 10940	Active
15 Brady	Matthew	R.		M	1	___		Middletown, NY 10940	Active
16 Brady	Robert	M.		M	10	100		Middletown, NY 10940	Active
17 Bromley	George			M	0	___		___	Active
18 Browne	Alexander	A.		M	1	___		Middletown, NY 10940	Active
19 Browne	Roberto			M	0	___		___	Active
20 Bruno	Lucia			F	1	___		Middletown, NY 10940	Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2024 Service Award Program Firefighter Records
Middletown Fire Department Service Award Program

Accrued 2024
Service Points

Last Name	First Name	MI	Date of Birth	Gender	Credit	Earned	Mailing Address	City, State & Zip Code	Status
21 Caba	Juan			M	6	—	[REDACTED]	Middletown, NY 10940	Active
22 Catillos	Elliot			M	0	—	[REDACTED]	Middletown, NY 10940	Active
23 Cauchard	Richard	M.		M	10	78	[REDACTED]	Otisville, NY 10963	Entitled 10/2019
24 Concepcion	Clinton	D.		M	7	—	[REDACTED]	Middletown, NY 10940	Active
25 DeGroat Jr.	Stewart			M	5	53	[REDACTED]	Middletown, NY 10940	Active
26 Delgado	Rodolfo			M	0	—	[REDACTED]	Middletown, NY 10940	Active
27 Deillo	Christopher	J.		M	1	—	[REDACTED]	Middletown, NY 10940	Entitled 4/2022
28 Dineen Jr.	Patrick			M	0	—	[REDACTED]	—	Active
29 Dineen Sr.	Patrick			M	1	—	[REDACTED]	Middletown, NY 10940	Active
30 Duggan	Kevin			M	0	59	[REDACTED]	—	Active
31 Elia Jr.	Dominick	R.		M	3	91	[REDACTED]	Middletown, NY 10940	Active
32 Flores	Carlos	F.		M	9	71	[REDACTED]	Middletown, NY 10940	Active
33 Flores	Gilbert	J.		M	5	—	[REDACTED]	Middletown, NY 10940	Active
34 Fox	Jay			M	0	—	[REDACTED]	—	Active
35 Freundlich	Gary			M	6	—	[REDACTED]	Middletown, NY 10940	Active
36 Fucci	Bryan	M.		M	2	—	[REDACTED]	Middletown, NY 10940	Active
37 Galarte	Ian			M	0	—	[REDACTED]	—	Active
38 Garlinghouse	Randle			M	0	—	[REDACTED]	—	Active
39 Genoval	Eddie			M	3	—	[REDACTED]	Middletown, NY 10940	Active
40 Gerow	Sean	M.		M	8	—	[REDACTED]	Middletown, NY 10940	Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2024 Service Award Program Firefighter Records
Middletown Fire Department Service Award Program

Accrued 2024
Service Points

Last Name	First Name	MI	Date of Birth	Gender	Credit	Earned	Mailing Address	City, State & Zip Code	Status
41 Gomez	Jonathan			M	0	—			Active
42 Gonzalez	Jose			M	0	—			Active
43 Gordon	Kristopher			M	0	—			Active
44 Green	Andrew			M	2	64		Middletown, NY 10940	Active
45 Green	Coty B.			M	9	62		Middletown, NY 10940	Active
46 Hagan	Bernard J.			M	7	60		Middletown, NY 10940	Active
47 Healy	Joseph			M	5	67		Middletown, NY 10940	Active
48 Hussini	Michael			M	0	—		Middletown, NY 10940	Active
49 Imholz Jr.	William			M	2	—			Active
50 Irizarry Jr.	Leonides			M	0	—		Middletown, NY 10940	Active
51 Jones	Lillian			F	1	—		Port Jervis, NY 12770	Active
52 Kelder	William			M	0	—			Active
53 Kent	Gerard			M	2	—			Active
54 Lewis	Athony			M	1	—		Middletown, NY 10940	Active
55 Lewis	Kyle			M	2	—			Active
56 Lewis	Maurice			M	1	—			Active
57 Lewis Jr.	Gerard E.			M	8	85		Middletown, NY 10940	Active
58 Luis Jr.	Don B.			M	10	80		Middletown, NY 10940	Entitled 10/2021
59 Lybolt	Mark			M	1	—			Active
60 MacLean	Randy A.			M	10	95		Middletown, NY 10940	Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2024 Service Award Program Firefighter Records
Middletown Fire Department Service Award Program

Accrued 2024
 Service Points

Last Name	First Name	MI	Date of Birth	Gender	Accrued Service Credit	2024 Points Earned	Mailing Address	City, State & Zip Code	Status
61 Manis	Drew	S.		M	8	84		Middletown, NY 10940	Active
62 Matos Jr.	Wilberto			M	1			Middletown, NY 10940	Active
63 Menard	Christopher	M.		M	6			Middletown, NY 10940	Active
64 Mojica	Jose	F.		M	10	82		Middletown, NY 10940	Entitled 1/2021
65 Murphy	Joseph			M	0				Active
66 Ortiz	Cesar			M	1			Middletown, NY 10940	Active
67 Perna	Paul			M	0				Active
68 Perna Jr.	George	W.		M	10	88		Middletown, NY 10940	Active
69 Predmore Sr.	Kevin	M.		M	6	63		Middletown, NY 10940	Active
70 Prokopchak	Peter	A.		M	0	N/A		Middletown, NY 10940	Active
71 Rodrigues	Julio			M	5	65		Middletown, NY 10940	Active
72 Rowley	Patrick	J.		M	9	82		Middletown, NY 10940	Active
73 Russo	Edmund	J.		M	2			Middletown, NY 10940	Active
74 Ryder	Daniel	K.		M	1			Middletown, NY 10940	Active
75 Ryder	Dustyn			M	2			Middletown, NY 10940	Active
76 Saldana	Jacen			M	0				Active
77 Shah	Anish			M	0				Active
78 Silvernail	Heidi	N.		F	1			Middletown, NY 10940	Active
79 Simpson	Dorothy			F	0				Active
80 Sinclair	Easie			M	0				Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2024 Service Award Program Firefighter Records
Middletown Fire Department Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Accrued 2024		Mailing Address	City, State & Zip Code	Status
					Service Credit	Points Earned			
81	Slingerland	Ashleigh	[REDACTED]	F	1	51	[REDACTED]	Middletown, NY 10940	Active
82	Soriano	Robert		M	0				Active
83	Stell	Donita		F	0				Active
84	Stephens Jr.	Regan		M	2			Middletown, NY 10940	Active
85	Stephens Sr.	Regan		M	5			Middletown, NY 10940	Entitled 10/2015
86	Tiffany	Wayne		M	10	78		Northvale, NJ 07647	Active
87	Torres	Steven		M	2				Active
88	Vazquez	Josh		M	0				Active
89	Veillard	Edwin		M	0				Active
90	Waizenegger	Edward		M	10			Middletown, NY 10940	Entitled 10/2016
91	Waizenegger	Mark	[REDACTED]	M	0		[REDACTED]		Active
92	Walker	Chris		M	0				Active
93	Williams	Leighton		M	5	85		Middletown, NY 10940	Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

Middletown Fire Department Service Award Program

[illegible]

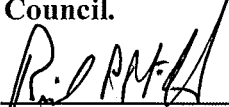


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

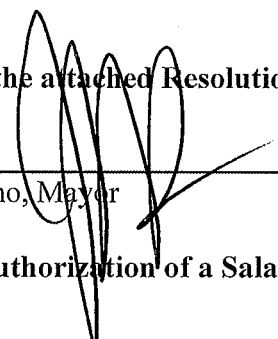
By: Alderwoman Wray
Seconded by: Alderman Green
Date of Adoption: March 18, 2025
Index No: 92-25

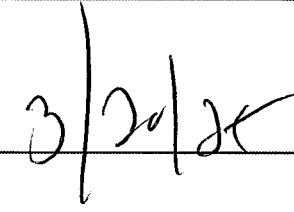
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


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 

Authorization of a Salary for a Human Resource Specialist

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes a starting salary for a new Human Resource Specialist to be \$60,405.80 effective upon the approval of the Common Council.

Prepared by:
Leonora Liz, Treasurer

Attachments:

None

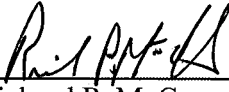


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

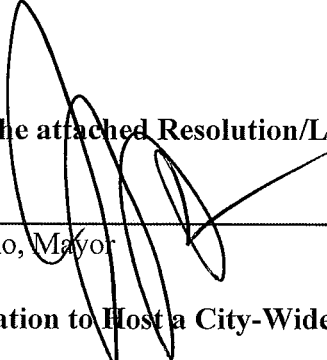
By: Alderman Kleiner
Seconded by: Alderman Tobin
Date of Adoption: March 18, 2025
Index No: 91-25

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.

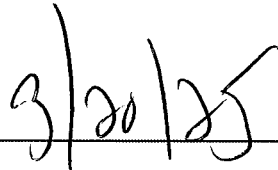

Richard P. McCormack
Clerk to the Common Council

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



Authorization to Host a City-Wide Yard Sale and Waive Associated Fees

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes hosting the Annual City Wide Yard Sale on June 7th and 8th, 2025, and September 13, 2025, that all associated fees that are customary for yard sales be waived for the duration of the event.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None

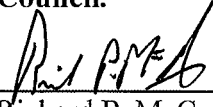


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

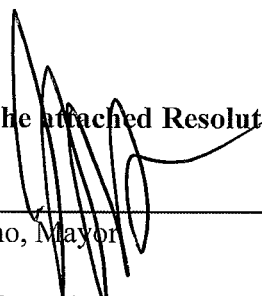
By: Alderman Green
Seconded by: Alderman Jean-Francois
Date of Adoption: March 18, 2025
Index No: 90-25

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.

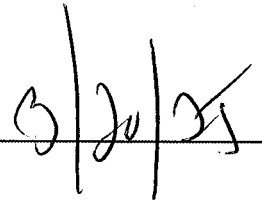

Richard P. McCormack
Clerk to the Common Council

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



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, NY 10940, 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.

	<u>Name</u>	<u>Phone Number(s)</u>
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 Card	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: Alderman Witt
Seconded by: Alderman Masi
Date of Adoption: March 18, 2025
Index No: 89-25

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 Accept Boxing Equipment Donation from the Pratti Family

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a boxing equipment donation from the Pratti family consisting of weights and a workout bench.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None

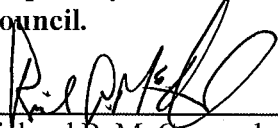


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

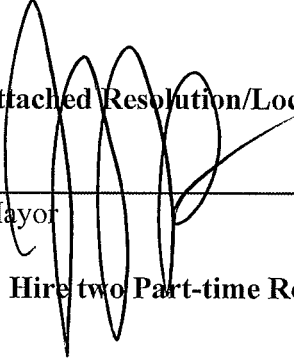
By: Alderman Witt
Seconded by: Alderman Kleiner
Date of Adoption: March 18, 2025
Index No: 88-25

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.

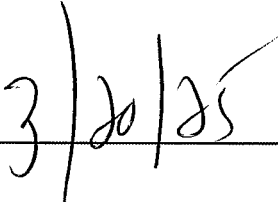

Richard P. McCormack
Clerk to the Common Council

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



Authorization to Hire two Part-time Recreation Leaders for the Senior Center

BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the hiring of Elizabeth Mustion and Mitchell Saler as part-time recreation leaders at the Senior Center at a rate of \$25/hour.

Prepared by:
Julisa Sierra, Senior Center Dir

Attachments:

1.	Mitchell Saler
2.	Elizabeth Mustion
3.	BOE agenda requests March 2025

(845) 346-4071

(845) 346-4073



(845) 346-4075

F (845) 346-4072

Mulberry House Senior Center

"...Promoting interaction between generations; exchanging skills, values and experiences."

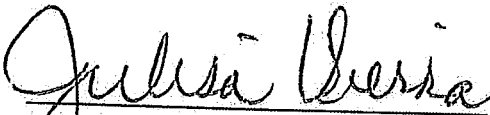
June 14, 2021

Mrs. Elizabeth Mustafion
2698 Rte. 6
Slate Hill, NY 10973

I agree to provide services to Mulberry House Senior Center, City of Middletown, NY 10940. My services are instruction of Yoga for the duration of one hour each Wednesday, beginning at 9:00 am until 10:00 am. I agree to submit time completed with use of employee time sheet to record services rendered each week as form of invoice for compensation of \$75 per class completed. This agreement will cover term of year beginning June 14, 2021 until June 14, 2022.

By signing below, I attest to obligations of contract mentioned above.


Elizabeth Mustafion, Yoga Instructor


Julisa Sierra, Senior Center Director

62-70 West Main St
Middletown, NY 10940
mulberryse@gmail.com
<http://middletown-ny.com/community/senior-services.html>

**MULBERRY HOUSE SENIOR CENTER
CONTRACT VENDOR SERVICES TIME SHEET**

ELIZABETH MUSTION
EMPLOYEE NAME

DECEMBER 2022
MONTH

DAY	DATE	TIME IN	TIME OUT	TOTAL HOURS	COMMENTS
WEDNESDAY	12/17/22	—	—		Sick
WEDNESDAY	12/14/22	8:45	9:45	1	
WEDNESDAY	12/21/22	8:45	9:45	1	
WEDNESDAY	12/28/22	8:45	9:45	1	
WEDNESDAY					
TOTAL HOURS				3	

Julisa Villar
Director's Signature and Date

3.0^{#75} \$225.00
Total Hours

12/28/22
2022-12-21

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



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

March 3, 2025

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

- The Senior Citizen Department, Mulberry House Senior Center, respectfully requests the Mayor, Common Council and Board of Estimates approval to accept change of Elizabeth Mustion and Mitchell Saler from vendor to part-time recreation leader at the rate of \$75 per date of service.
- If accepted, I Request to amend budget to include on Senior Center Personnel budget line 6772.100 from General Fund the amount of \$15,600 to assume these two positions for 2025 budget year.

Respectfully Submitted,

Julisa Sierra

Julisa Sierra



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

THE FOLLOWING WAS PRESENTED

By: Alderman Jean-Francois
Seconded by: Alderman Tobin
Date of Adoption: March 18, 2025
Index No: 87-25

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

3/20/25

Date

**Authorization to Transfer \$8600 within the Department of Public Works Budget for the
Emergency Action Plan for Woodward Dam and Greenleaf Dike**

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 \$8600, in the following manner, for the Emergency Action Plan for Woodward Dam and Greenleaf Dike

FROM	TO	AMOUNT
F.8320.470-Water repairs to Building	F.8340.400-Water Contractual	\$3,600
F.8320.504-Water Shed	F.8340.400-Water Contractual	\$5,000

Prepared by:
Jacob Tawil

Attachments:

1.	Transfer of Funds 2-26-25-dam emerg action plan
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**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Kleiner
Date of Adoption: March 18, 2025
Index No: 86-25

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

**Approval of Amendment #6 to Orange County Title-III B Funding Agreement for
Additional 2024 Allocation of \$19,600.34**

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes Amendment #6 from the County of Orange for additional 2024 Title III-B funding in the amount of \$19,600.34 for the Senior Transportation Grant.

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:
Julisa Sierra, Senior Center Dir

Attachments:

1.	Amendment #6 - 2024 (rev)
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2.	BOE transporation 2024 amendment Feb 2025
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**ORANGE COUNTY
AMENDMENT**

NO: 6

EFFECTIVE DATE: December 5, 2024

VENDOR: City of Middletown

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

The Agreement for Vendor Services, dated January 1, 2021, between the **COUNTY OF ORANGE** ("County") and City of Middletown ("Vendor") as previously amended and extended by Amendment No.5 dated January 1, 2024, as previously amended by Amendment No. 4 dated November 8, 2023, as previously amended and extended by Amendment No. 3 dated January 1, 2023, as previously amended by Amendment No. 2 dated September 1, 2022, as previously amended and extended by Amendment No.1 dated January 1, 2022 ("Agreement") is hereby further amended and extended as follows:

- 1) **EXTENSION OF TERM.** Not Applicable
- 2) The annexed Schedule B-5 hereby supersedes and replaces Schedule B-4 (annexed to Amendment #5) in its entirety.
- 3) **NOT-TO-EXCEED COST.** The not-to-exceed cost set forth in Article 3 of the Agreement is increased by \$19,600.34 to \$157,340.84 as more particularly set forth below.
- 4) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-1, by execution of this Amendment No. 6 the Vendor and the individual signing this Amendment No. 6 on behalf of the Vendor certifies, under penalty of perjury, that the Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

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

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

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

- 5) **INTEGRATION.** Except as modified by this Amendment No. 6, the Agreement shall remain unchanged and in full force and effect. The terms used in this Amendment No. 6, unless otherwise defined in this Amendment No. 6, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment No. 6, and the Agreement, the terms and conditions of this Amendment No. 6, shall control.
- 6) **SIGNATURES.** A manually signed copy of this Amendment No. 6, delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Amendment No 6.

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

Agreement Not-to-Exceed Cost Prior to this Amendment	\$137,740.50
Net Increase resulting from this Amendment	\$19,600.34
Agreement Not-to- Exceed Cost including this Amendment	\$157,340.84

Agreement Term Prior to this Amendment	1/1/2021 – 12/31/2023
Agreement Term including this Amendment	1/1/2021 – 12/31/2024

COUNTY

VENDOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE B-5

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
7,627 units of Transportation	\$20.77 (per one way trip per person)	\$158,412.79

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$158,412.79 shall be as follows:

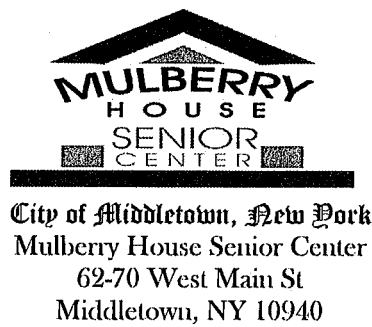
(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$45,235.34;

(b) Anticipated Income – Voluntary contributions in the amount of \$7,628.33 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$105,549.12 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$7,628.33 projected on Schedule B-5 to the Agreement shall be borne by Vendor.

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



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

February 11, 2025

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

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

1. A resolution to accept additional funding of \$19,600.34 from Orange County Office for the Aging for 2024 GoldenArea Transportation within Senior Department Operating Budget and also review and accept Amendment #6 to replace Amendment #5 authorizing Mayor's signature of said amendments.
2. Also requesting to authorize the Treasurer to add the funding to the Other Govt Aid GA.4089. for outstanding expense of transportation program in 2024.

Respectfully,

Julisa Sierra

Julisa Sierra

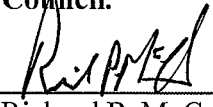


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

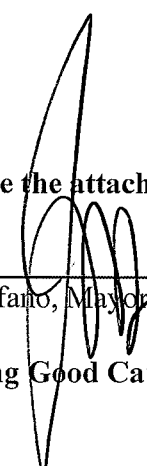
By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: March 18, 2025
Index No:

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

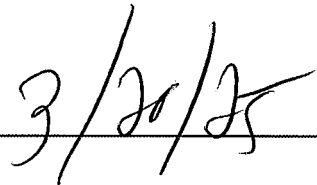

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



**Public Hearing Good Cause Eviction- (Held Open for Written Comments ONLY from
3/5/25 Meeting)**

Prepared by:

Attachments:

1.	Letter to Common Council
2.	Oppose Good Cause Eviction

March 17, 2025

TO: Middletown City Council Members
16 James St.
Middletown, NY 10940

Dear Council Members,

My name is Tania Castillo, and I have been a resident of Middletown for over 12 years. I work closely with tenants and handle complaints from neighbors on a daily basis. I am writing to express my strong opposition to the proposed "Good Cause Eviction" law, which will make it significantly harder for me to do my job and protect good tenants from disruptive neighbors.

As someone directly involved in property management, I see firsthand how bad tenants can negatively impact their neighbors and the community. Whether it's consistent noise disturbances, illegal activity, or failure to maintain their living spaces, problem tenants make life difficult for everyone around them. Under the current system, we have the ability to address these issues efficiently, ensuring that responsible tenants can enjoy a peaceful living environment. However, if the "Good Cause Eviction" law is passed, removing bad tenants will become nearly impossible, leaving good tenants to suffer while landlords and property managers struggle to take action.

Additionally, this law will add an unrealistic burden of proof on landlords and property managers when trying to evict tenants who are causing issues. Even with all the resources available, law enforcement often struggles to document and prove violations, so how can small property owners and managers be expected to do so? This law will not only make property management more difficult but will also negatively impact the quality of life for many tenants who deserve a safe and quiet place to live.

I urge the Council to reconsider this law and take into account the real impact it will have on property managers, landlords, and most importantly, responsible tenants. By making evictions more difficult, you are protecting the worst tenants at the expense of those who follow the rules and contribute positively to our community.

Thank you for your time and consideration.

Sincerely,
Tania Castillo
845-281-4117

**B&B PRIME PROPERTY
MANAGEMENT INC.**



51 FOREST ROAD #316-289 MONROE NY 10950 TEL. 1(443) 912-5130 FAX:(646) 395-1530

March 17, 2025

TO: Middletown City Council Members
16 James St.
Middletown, NY 10940

Dear Council Members,

I am writing to express my strong opposition to the proposed "Good Cause Eviction" law and the rent increase ban being considered in Middletown. As a property manager with over 10 years of experience in this community, I am deeply concerned that these new regulations will have a harmful impact on responsible landlords like myself.

The "Good Cause Eviction" law is particularly troubling as it places an unrealistic burden of proof on landlords to demonstrate a breach of lease. As someone who has dealt with tenant issues for many years, I can confidently say that it is simply not feasible for landlords to provide the level of documentation and evidence required for every eviction case. Even with all the resources at their disposal, local police departments often struggle to build strong cases against tenants who are disruptive or violating lease agreements. Expecting landlords—especially small property management companies like mine—to meet this burden every time is not only a financial and logistical strain but, in many cases, an impossible task.

Additionally, the rent increase ban is deeply concerning. For years, responsible landlords have kept rent increases moderate and reasonable, without taking advantage of market conditions. This new regulation will effectively freeze rents for those of us who have not previously raised rents to their full potential, leaving us unable to adjust for inflation, rising property taxes, maintenance costs, and other operational expenses. Meanwhile, landlords who aggressively increased rents in the past will not face the same financial strain, creating an unfair disparity. As

a result, responsible landlords will suffer a decrease in property values, making it harder to maintain and reinvest in their buildings—ultimately harming tenants by reducing the quality of available rental housing.

I urge you to consider the unintended consequences of these laws on local property managers and landlords. Responsible property management requires a balance between tenant rights and the ability to run a sustainable business. I ask that you reconsider these proposals, as they will ultimately harm the very landlords who have been providing stable, affordable housing for the community.

Thank you for your time and consideration

Sincerely,
Benjamin Franczoz
B&B Prime Property Management

347-300-6530

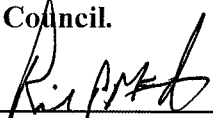


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

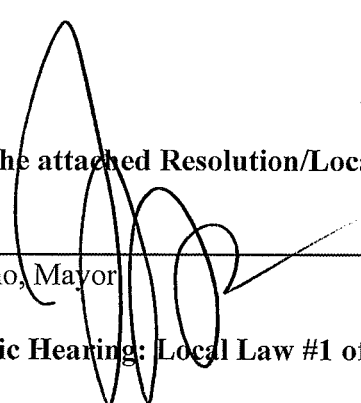
By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: March 18, 2025
Index No:

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

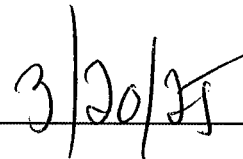

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



Public Hearing: Local Law #1 of 2025: Written Notice of Defect

Motion to close the public hearing.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Public Hearing LL 1 of 2025
2.	Local Law 1 - 2025 - Written Notice of Defect

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING
Local Law Number 1 of 2025**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, March 18, 2025, on or as near to 7:30 p.m. as possible, in the Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the recently passed Local Law Number 1 of 2025 regarding:

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

A full text of Local Law Number 1 of 2025 is available in the office of the Common Council Clerk, City Hall, 16 James Street, Room 12 and on the City Website.

Richard P. McCormack
City Clerk

Publish: 3/13/25 & 3/14/25
City Website

LOCAL LAW #1 OF 2025

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

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

Section 1. Purpose of this Enactment.

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

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

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

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

B. No civil action may be maintained against the City for damages or injury to person or property sustained in consequence of the existence of snow or ice upon any sidewalk, crosswalk or street unless, before the occurrence resulting in such damages or injury, (1) notice thereof relating to the particular place was delivered to the City Clerk at

16 James Street, Middletown, New York in the form of a written physical hard copy and (2) the City failed or neglected to cause such snow or ice to be removed, or to otherwise reasonably make safe the place within a reasonable time after being given such notice. Notice of a defect submitted via email, the City's website, any service, website, or application the City uses to allow the public to submit reports or service requests to the City, comments on a social media page maintained by the City, or any other electronic means does not satisfy the process and procedure for submitting written notices of defect required by this Paragraph.

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

C. All claims against the City for damages or injury to persons or property alleged to have been caused by the misfeasance or negligence of the City, or any of its officers or employees, shall be presented to the City Clerk at 16 James Street, Middletown in the form of a written physical hard copy within ninety (90) days after the happening of the accident or injury out of which the claim arose. Such writing shall describe the time when, the particular place where, and the circumstances under which damages or injuries were sustained, and the cause thereof. It shall also state so far as then practicable the nature and extent of the damages or injury. It shall also state the place of residence of the claimant by street and number, and if there be no street and number, it shall contain such statement as will disclose the place of residence, and all such claims shall be verified by the oath of the claimant. A copy of each such claim shall be served by mail on the Corporation Counsel. The omission to present such claim within ninety (90) days of such alleged injuries and to commence an action thereon within one (1) year from the time of such alleged injuries shall be a bar to any claim or action therefor against the City, but no action shall be brought upon any such claim until three (3) months have elapsed after the presentation of the claim to the City Clerk. Notice of a claim submitted via email, the City's website, any service, website, or application the City uses to allow the public to submit reports or service requests to the City, comments on a social media page maintained by the City, or any other electronic means does not satisfy the process and procedure for submitting written notices of claim required by this Paragraph.

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

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

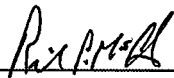


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

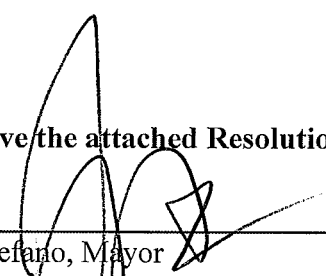
By: Alderman Masi
Seconded by: Alderman Green
Date of Adoption: March 18, 2025
Index No: 98-25

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 for the Presiding Officer to Waive Rules of Decorum

WHEREAS, the Common Council of the City of Middletown adopted formal Rules of Decorum on December 17, 2024, to ensure orderly and productive meetings; and

WHEREAS, the Council recognizes that meetings may require flexibility to accommodate evolving circumstances and the needs of the Council; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the Presiding Officer, at his or her discretion, to waive some or all of the Rules of Decorum adopted on December 17, 2024, as deemed necessary to facilitate the proper conduct of meetings, ensure efficient proceedings, and address the needs of the Council and the Mayor.

This resolution shall take effect immediately.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Public Hearing: 2 Lot Subdivision (Lot Line Change) 15 Mercer Street/16 Warren Street

Prepared by:

Attachments:

1.	Sub Division 15 Mercer 16 Warren
2.	Notice of Public Hearing Mercer and Warren



City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00

RECEIVED

AUG 26 2024

CITY CLERK
CITY OF MIDDLETOWN

Number of Lots of the Subdivision 2 Current Zone _____
Property # 1) Section 28 Block 4 Lot 7 (Property # 2) Section 28 Block 4 Lot 12

Address of Subject Property _____

Owner of Property # 1 Anthony Harden & Tajmah Riley

Owner Address 15 Mercer Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296

Email _____

Property # 2) Applicant Name Tyrone DIAZ

If different from Owner
Applicant Address 16 Warren Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296 ✓

Email _____

Minor (2-3 lots) ☒ \$250.00

Plus Escrow ☒ \$100.00

Major (over 3 lots) _____ \$500.00

Paid _____

Paid _____

Paid _____

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: 2 lot subdivision			
Project Location (describe, and attach a location map): 16 Warren St Middletown NY 10940 and 15 Mercer Street Middletown NY 10940			
Brief Description of Proposed Action: The owners of 15 Mercer St will give a portion of their land to Tyrone DIAZ owner of property located on 16 Warren St. The portion is described on the attached survey. The boundary line will be changed approximately 3.7 feet north of 16 Warren Street (reference PVC fence).			
Name of Applicant or Sponsor: TYRONE DIAZ		Telephone: 646-302-5296 E-Mail: tyronejulian@gmail.com	
Address: 16 Warren St			
City/PO: Middletown		State: NY	Zip Code: 10940
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO ☒	YES ☐
3. a. Total acreage of the site of the proposed action?		.21 acres	
b. Total acreage to be physically disturbed?		.603 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		.213 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☒	☐
_____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
_____ _____	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
_____ _____	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
_____ _____	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>TYRONE DIAZ</u> Date: _____ Signature: _____ Title: _____		

BOUNDARY LINE AGREEMENT

Agreement made this 6 day of August, 2024, between Anthony Harden & Tajmah Riley (the "Owner"), having an address at **15 Mercer Street, Middletown, NY 10940** and Joseph Duernberger (the "Adjoining Owner"), having an address at **16 Warren Street, Middletown, NY 10940**

WITNESSETH

WHEREAS, Owner is the owner in fee of the property commonly known as **15 Mercer Street** located in the City of **Middletown**, County of **Orange**, State of **NEW YORK**, Section 28 Block 4 and Lot 7, which property is more fully described in a deed dated **11/06/2020** and recorded **11/16/2020** in **Liber 14842 Page 1873** in the Office of the Orange County Clerk (the "Property"); and,

WHEREAS, the Adjoining Owner is the owner in fee of property adjacent to the Property on the Property's **northerly** side, which property is commonly known as **16 Warren Street** located in the City of **Middletown**, County of **Orange**, State of **NEW YORK**, Section 28 Block 4 and Lot 12.1, which property is more fully described in a deed dated **07/16/2004** and recorded **08/30/2004** in **Liber 11598 Page 127** in the Office of the Orange County Clerk (the "Adjoining Property"); and,

WHEREAS, a description of the Property is attached hereto as Exhibit 'A' and made a part hereof; and,

WHEREAS, a description of the Adjoining Property is attached hereto as Exhibit 'B'; and,

WHEREAS, a survey of the Property prepared by **W.E. James Engineering and Surveying, PLLC**, dated **07/15/2024** depicts the common boundary line between the Property and the Adjoining Property on the Property's **northerly** side and on the Adjoining Property's **southerly** side (the "common boundary line"), and which survey also depicts the location of certain **PVC Fences** as being situated as much as **3.7 FEET**, more or less, **south** of the common boundary line. The survey is attached here to as Exhibit 'C' (the "Survey"); and,

WHEREAS, the parties now desire to acknowledge the erroneous placement of the **PVC Fences** and fix and definitively establish the common boundary line between the Property and the Adjoining Property owned by them respectively; and,

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration exchanged by each of the parties hereto, the receipt of which is acknowledged, the parties, for themselves, their successors and assigns, covenant and agree, as follows:

The true and correct common boundary line between the Property and the Adjoining Property is as shown on the Survey;

Owner and Adjoining Owner mutually acknowledge that the **PVC Fences** are situated as much as **3.7 FEET**, more or less, **south**, of the common boundary line;

Owner and Adjoining Owner mutually agree and covenant that they own only the land as described in their respective recorded deeds and make no claims against lands owned by the other.

The Adjoining Owner hereby remises, releases and quitclaims unto the Owner, its successors and assigns,

all of its right, title and interest in, and releases any claim of any nature whatsoever to, that specific portion of the Property, including the land on the Property located between the **PVC Fence in the rear of the premises**, which lies 3.3 feet south of the common boundary line at the easterly boundary line and 3.7 feet south of the common boundary line closer to the westerly boundary line, **and the common boundary line** ;

Owner and Adjoining Owner mutually agree and covenant that the **PVC Fences** may remain in their current location so long as same shall stand.

Owner and Adjoining Owner mutually agree and covenant that this Boundary Line Agreement shall run with the land and shall be binding on and inure to the benefit of the successors in interest of the parties and the parties agree to record this Boundary Line Agreement in the Office of the **ORANGE** County Clerk.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

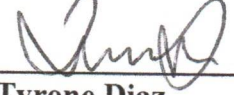
IN WITNESS WHEREOF, the parties have signed this agreement the 6 day of August, 2024.



Anthony Harden 8/6/24



Tajmah Riley 8/6/24

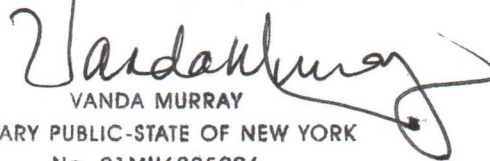


Tyrone Diaz 06 Aug 2024

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

State of New York)
County of Orange) ss.:

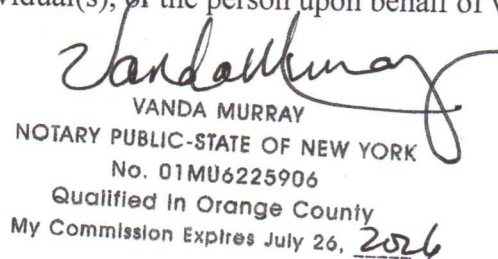
On the 6 day of August in the year 2024 before me, the undersigned, personally appeared Anthony Harden and Tajmah Riky., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, execute the instrument.


VANDA MURRAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6225906

State of New York)
County of Orange) ss.:

Qualified in Orange County
My Commission Expires July 26, 2026

On the 6 day of August in the year 2024 before me, the undersigned, personally appeared Tyrone Diaz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, execute the instrument.


VANDA MURRAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6225906
Qualified in Orange County
My Commission Expires July 26, 2026

DATE: 08/26/2024 TIME: 12:51:19
CITY OF MIDDLETOWN

Receipt # 20245510	
Trans # 563217	Batch: 77
SUBDIVISION-PLANNING	350.00
SUB TOTAL	350.00
TAX	.00
CHECK	350.00
AMT TENDERED	350.00
TOTAL	350.00
CHANGE	.00
CHECK #: 155	

TYRON DIAZ
REF NO: SUBD

THANK YOU!

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, April 15, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed 2 lot subdivision, resulting in a lot line change at 15 Mercer Street and 16 Warren Street.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed 2-lot subdivision.

The complete proposed application and map of the property for the 2-lot subdivision are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 04/10/25 & City Website



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Public Hearing: 2 Lot Subdivision (Lot Line Change) 20 1/2 - 30 Low Avenue (Front/Rear)

Prepared by:

Attachments:

1.	Notice of Public Hearing 20 and Half - 30 Low Avenue
2.	Sub Division Request Low Avenue
3.	O&W Subdivision Plan

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, April 15, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed 2 lot subdivision, resulting in a lot line change at 20 ½ -30 Low Avenue and 20 ½ -30 Low Avenue (Rear).

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed 2-lot subdivision.

The complete proposed application and map of the property for the 2-lot subdivision are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 04/10/25 & City Website



City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00

Number of Lots of the Subdivision 2 Current Zone I1

Section 17 Block 3 Lots 13 & 14.22

Address of Subject Property 20 1/2-30 Low Ave & 20 1/2-30 Low Ave Rear

Owner of Property Shifting Gears Holdings, LLC

Owner Address 20 1/2-30 Low Ave

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 845-591-5440

Email loumtnrest@frontiernet.net

Applicant Name City of Middletown

If different from Owner
Applicant Address 16 James Street

City Middletown State NY Zip 10940

Telephone: Home 845-341-4101 Cell: _____

Email mayor@middletown-ny.com

Minor (2-3 lots) <u>X</u>	\$250.00	Paid _____
Plus Escrow <u>X</u>	\$100.00	Paid _____
Major (over 3 lots) _____	\$500.00	Paid _____

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

RECEIVED
FEB 13 2025
CITY CLERK
CITY OF MIDDLETOWN

Proposed uses; List the number of proposed lots and uses, which are to be created by this subdivision if approved. Additional sheets may be attached if more space is required. The project consists of two existing lots, the applicant is proposing a lot line change. Lot 13 will continue to be used as an equipment supply distributor while lot 14.22 will be used as a parking lot to serve lot 13 and the adjoining O&W property tax lot parcel 14.1.

Zoning; In the space provided list all lots or areas which would require a re-zoning of any zoning district. List all factors dealing with the requested re-zoning. Additional sheets may be attached if more space is required.

N/A

Non Compliance of Zoning; In the space provided list all lots, which are not in compliance with the zoning regulations of the City of Middletown. Provide all information from the zoning ordinance in which the lot is non-compliant and the reasons therefore. Additional sheets may be attached if more space is required.

N/A

NOTE; if any of the new lots are non-compliant to the City of Middletown zoning code you may be required to apply to the ZBA for a variance.

A notarized letter from the property owner granting permission to seek the zone change or addition, if the applicant is not the owner, is required for all applications.

NOTE: As per SEQRA law a short form EAF will be required with all applications

Sign at the place indicated and print name

Signature of applicant

Print Name and title

Lou Franceschini

Date

1/23/25

TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

A fee of \$250.00 was collected on

Escrow Amount \$100.00 on

Signature of Clerk or Designee

Date



FROM THE OFFICE OF THE
CLERK OF THE
COMMON COUNCIL
John C. Naumchik
CITY OF MIDDLETOWN NY
WWW.MIDDLETOWN-NY.COM
Email: jnaumchik@middletown-ny.com

OWNERS ENDORSEMENT

COUNTY OF ORANGE
STATE OF NEW YORK

Lou Fracese being duly sworn, deposes and says that he/she resides

at 20 1/2-30 Low Ave, Middletown in the County of Orange and

State of New York and that he/she is the owner in fee or _____
OFFICIAL TITLE

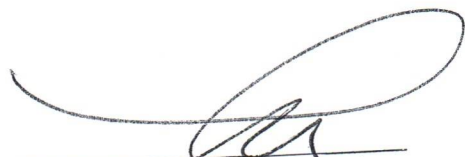
of the Shifting Gears Holdings, LLC Corporation which is the owner

in fee of the premises described in the forgoing application and that he/she has authorized

City of Middletown & Fusco Engineering to make the foregoing application for
approval as described herein.

Sworn before me this day of 20

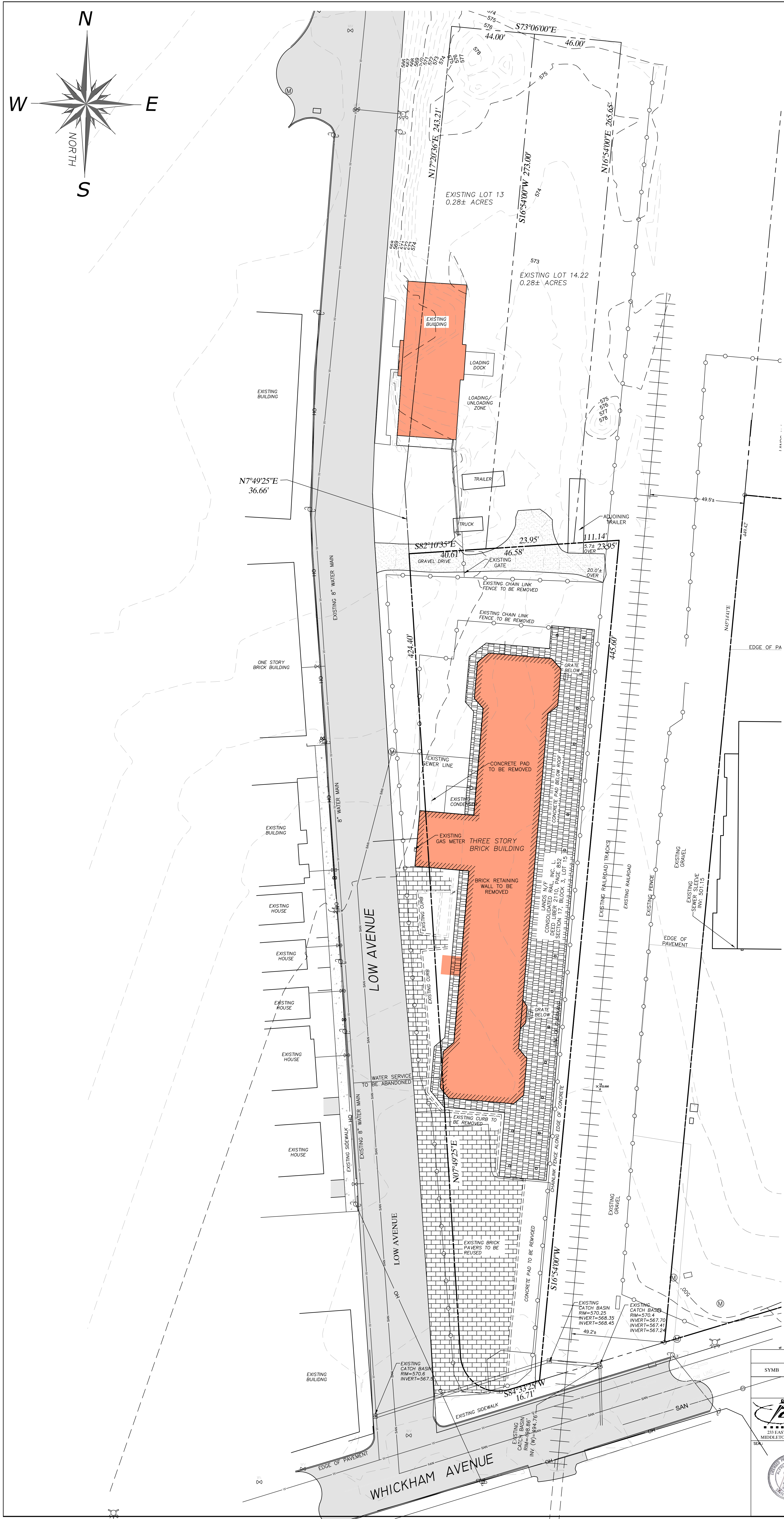
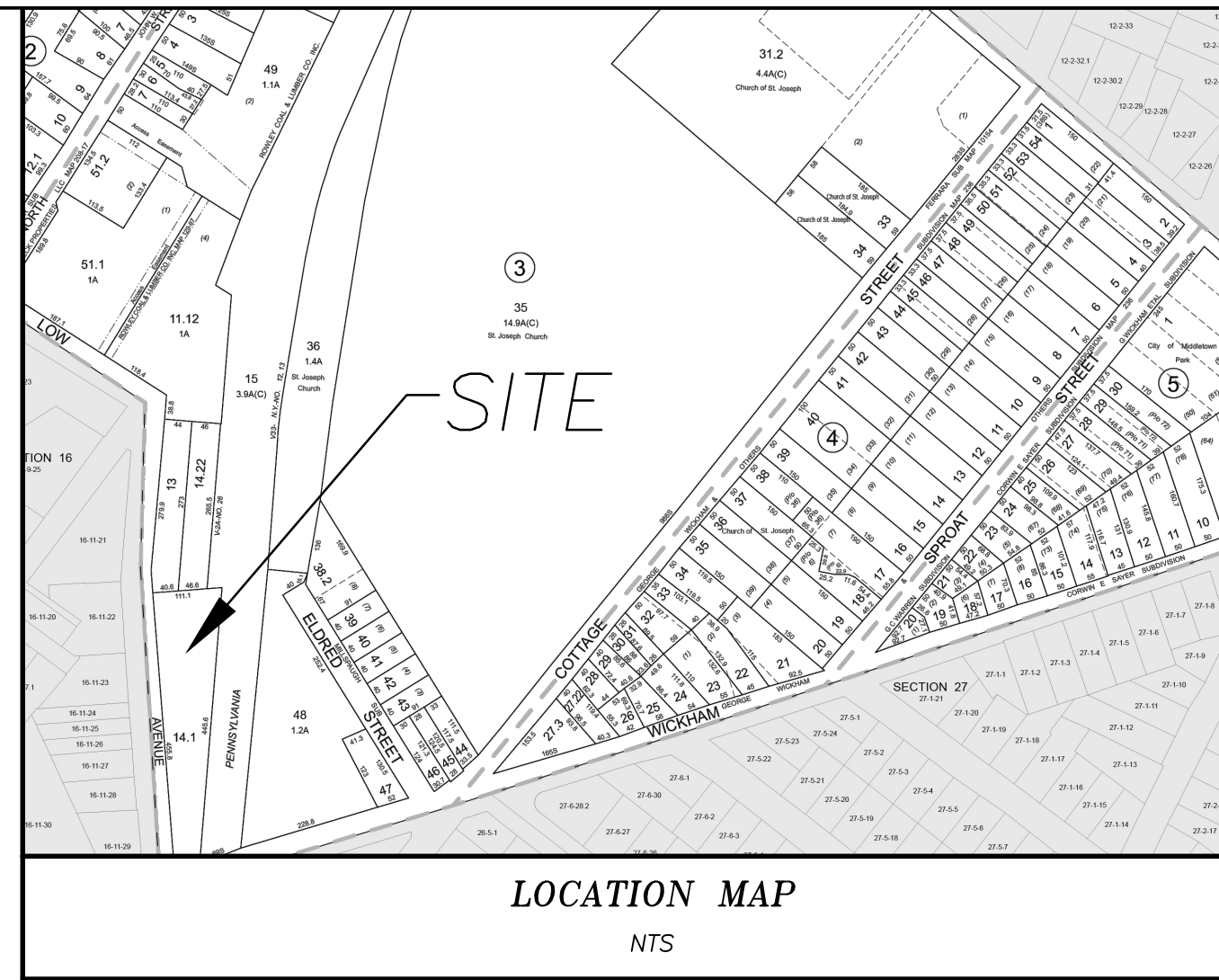
NOTARY PUBLIC



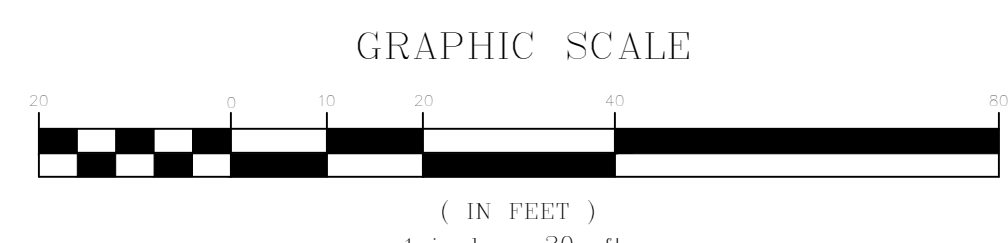
OWNERS SIGNATURE

16 James Street
Middletown, NY 10940

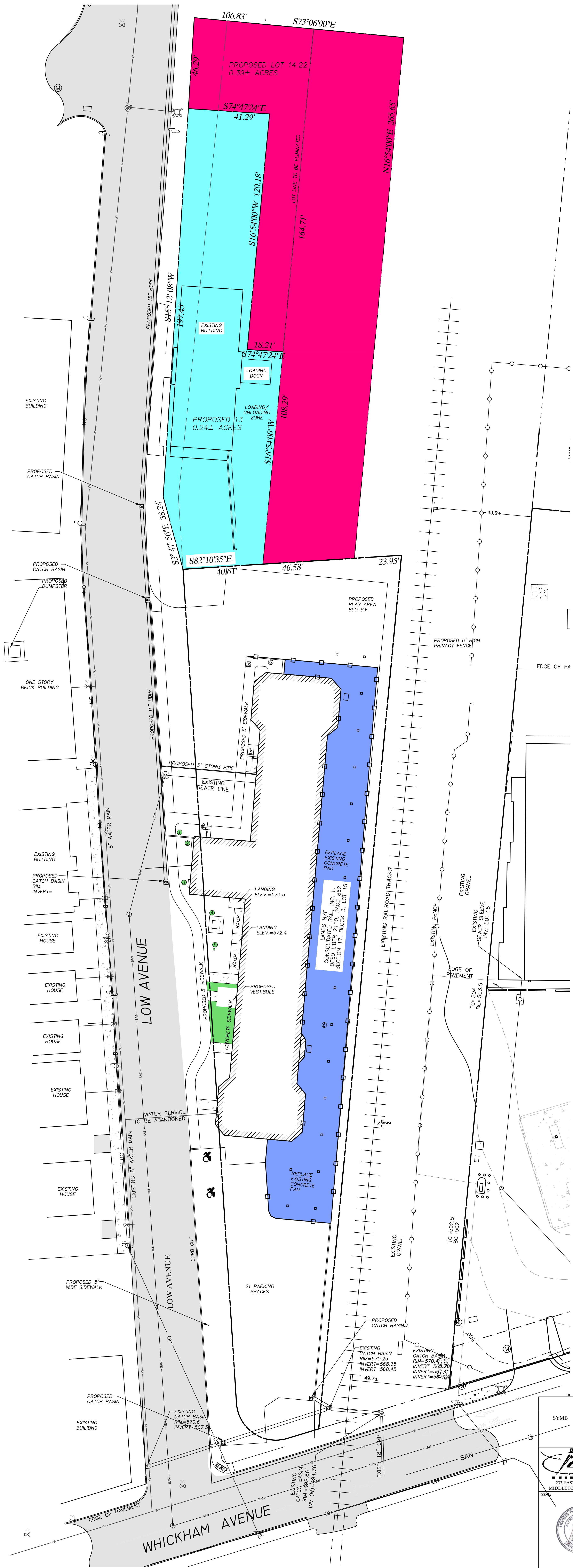
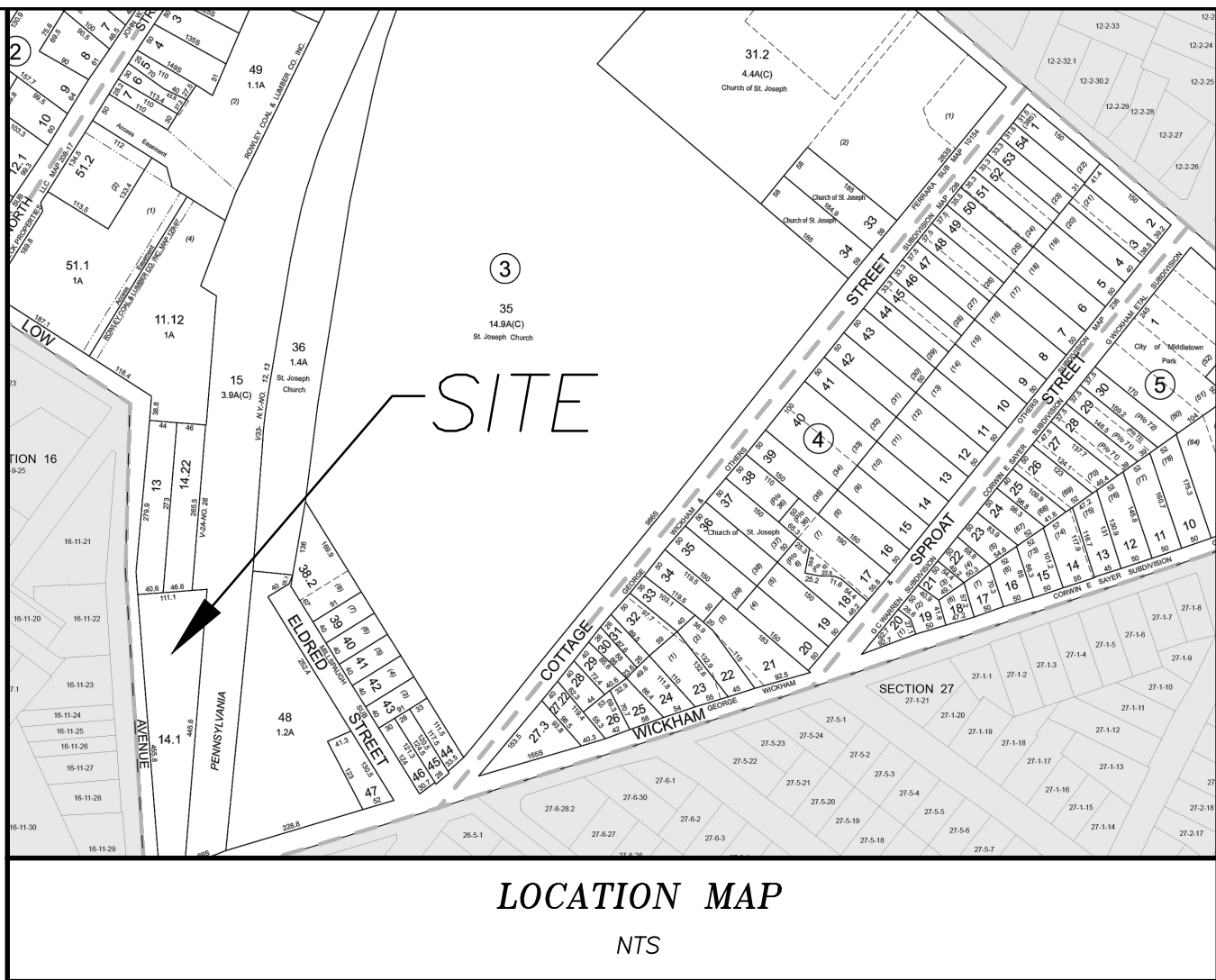
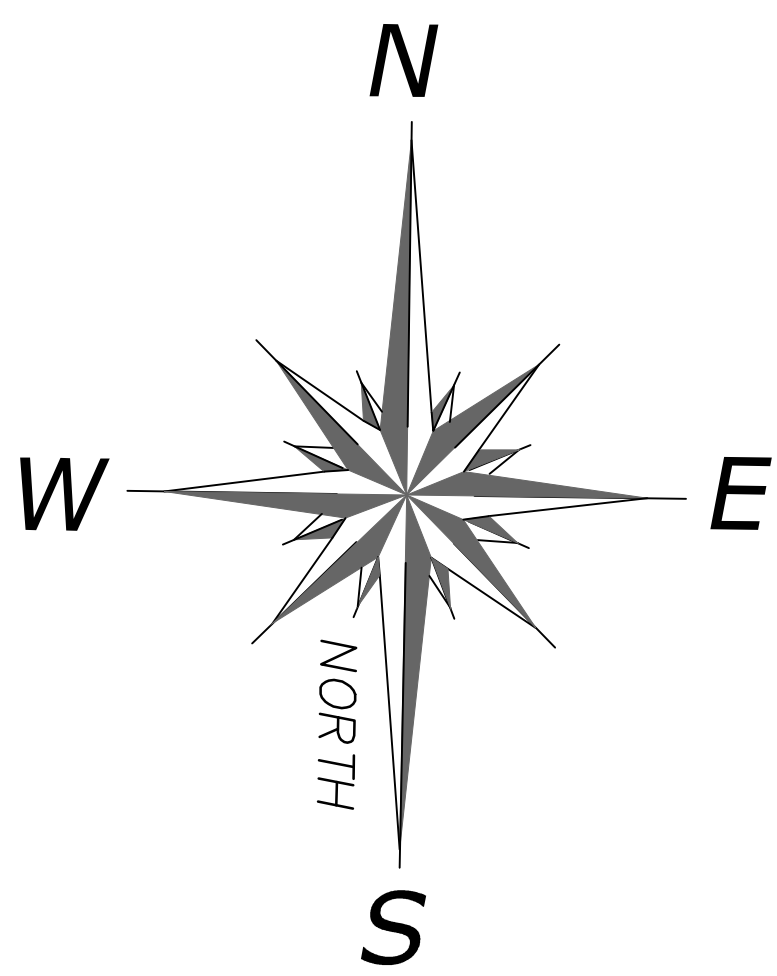
Phone 845-346-4168
Fax 845-344-5428



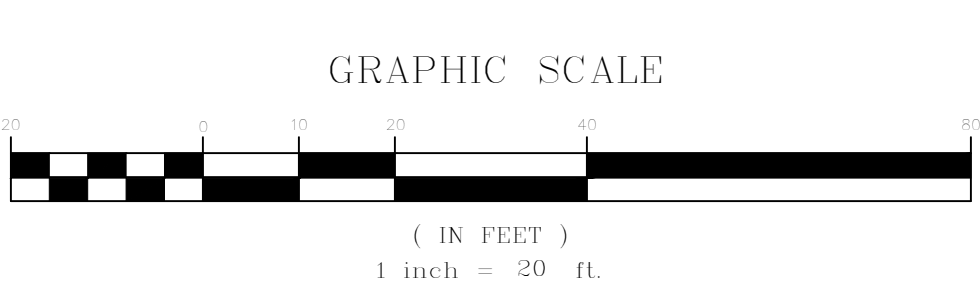
<u>LEGEND</u>	
○	IRON PIPE FOUND
⊗	CONCRETE MONUMENT FOUND
⌒	UTILITY POLE
∞	WATER VALVE
⚡	HYDRANT
⚡	GAS VALVE
E.M.	ELECTRIC METER
⊙ G.M.	GAS METER
Ⓢ	SANITARY MANHOLE
Ⓜ	MANHOLE
⚡	WATER SHUTOFF VALVE
□	CATCH BASIN
☆	LIGHT POLE
----	PROPERTY LINE
-----	ADJOINER PROPERTY LINE
	EXISTING RAILROAD TRACK
○-----○	EXISTING CHAIN LINK FENCE
-----	EXISTING WATER LINE
- SAN ----- SAN	EXISTING SEWER LINE
-----	EXISTING GAS LINE
-----	OVERHEAD UTILITIES
=====	DRAINAGE PIPE
-----	EXISTING GUIDE RAIL
-----	PROPOSED GUIDE RAIL
-----	PROPOSED SILT FENCE
-----	PROPOSED LIMITS OF CLEARING
-----	CONTOUR LINE MAJOR
-----	CONTOUR LINE MINOR
-----	MAJOR CONTOUR LINE PROPOSED
-----	MINOR CONTOUR LINE PROPOSED
-----	PROPOSED PRIVACY FENCE
-----	PROPOSED 6" WATER SERVICE
⊗ TSV	PROPOSED TAPPING SLEEVE & VALVE
⊗	PROPOSED WATER VALVE
Ⓢ	PROPOSED CATCH BASIN
█	PROPOSED LANDSCAPE AREA



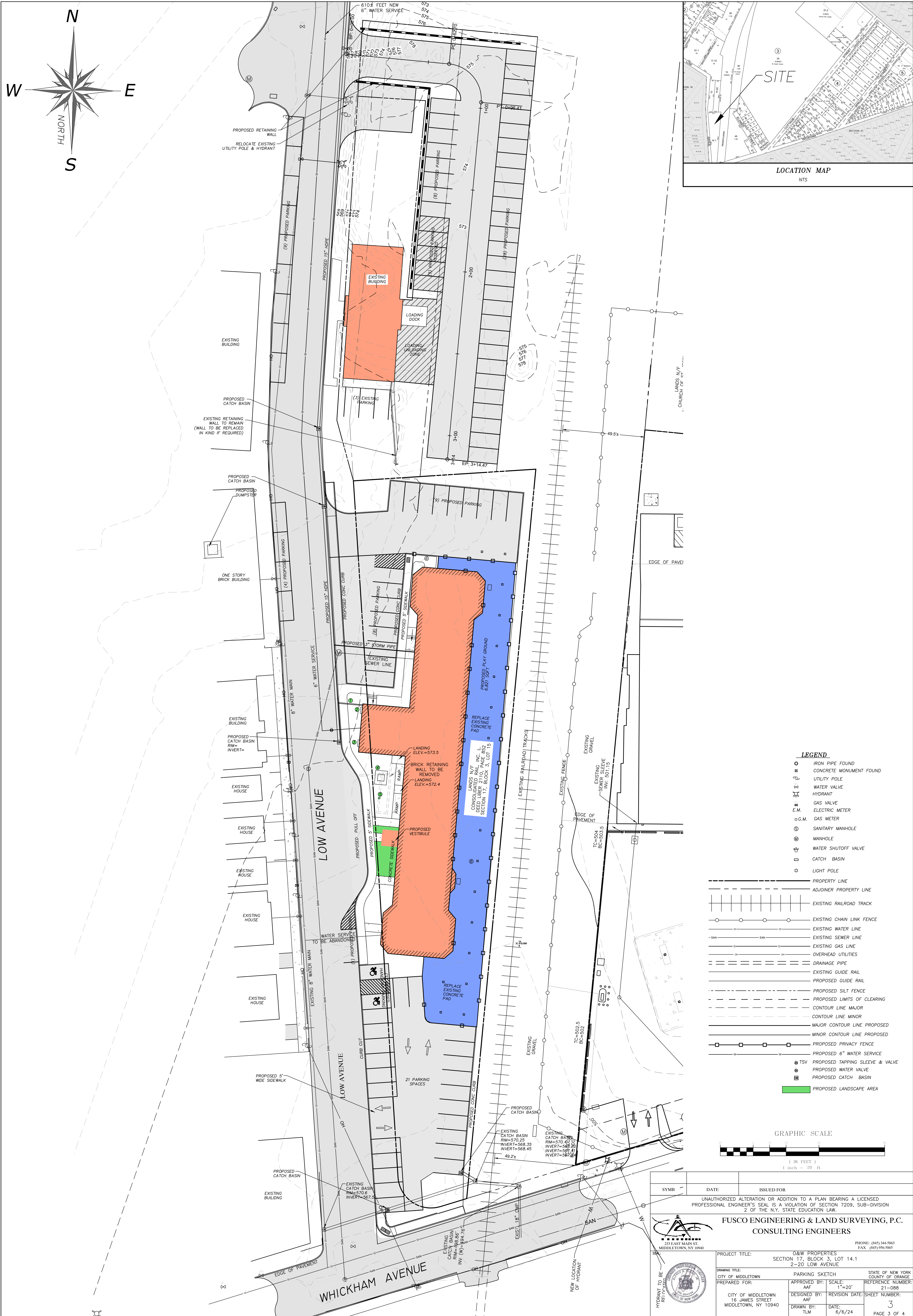
SYMB		DATE		ISSUED FOR	
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.					
		FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS			
SEAL: 235 EAST MAIN ST. MIDDLETOWN, NY 10940		PROJECT TITLE: O&W PROPERTIES SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE		PHONE: (845) 544-5863 FAX: (845) 596-5865	
		DRAWING TITLE: CITY OF MIDDLETOWN PREPARED FOR: CITY OF MIDDLETOWN 16 JAMES STREET MIDDLETOWN, NY 10940		PARKING SKETCH APPROVED BY: SCALE: AAF 1"=20' DESIGNED BY: REVISION DATE: SHEET NUMBER: AAF DRAWN BY: DATE: 6/6/24 TLM 1 PAGE 1 OF 4	



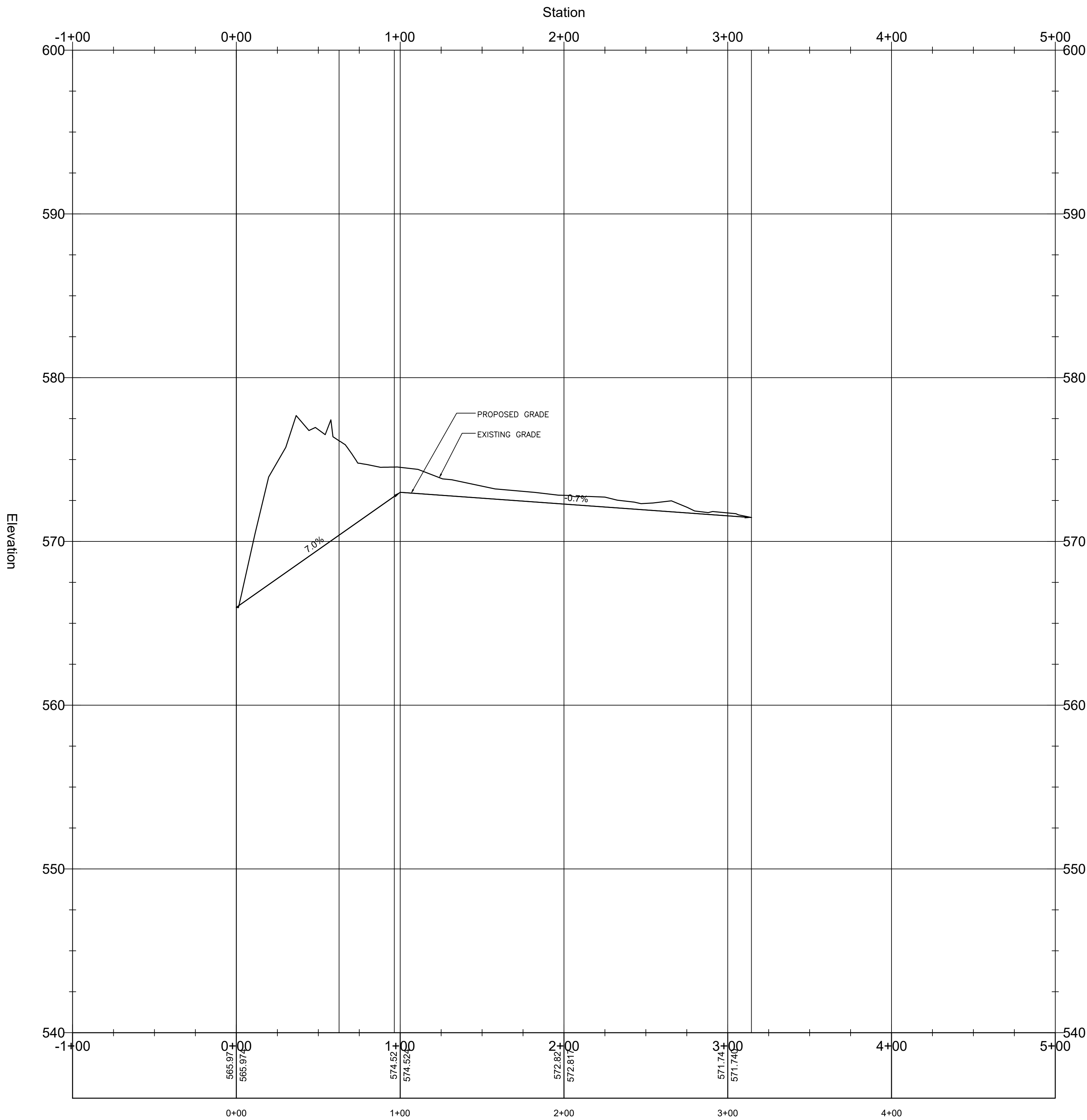
- LEGEND**
- IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - UTILITY POLE
 - WATER VALVE
 - HYDRANT
 - GAS VALVE
 - E.M. ELECTRIC METER
 - G.M. GAS METER
 - SANITARY MANHOLE
 - MANHOLE
 - WATER SHUTOFF VALVE
 - CATCH BASIN
 - LIGHT POLE
 - PROPERTY LINE
 - ADJOINER PROPERTY LINE
 - EXISTING RAILROAD TRACK
 - EXISTING CHAIN LINK FENCE
 - EXISTING WATER LINE
 - EXISTING SEWER LINE
 - EXISTING GAS LINE
 - OVERHEAD UTILITIES
 - DRAINAGE PIPE
 - EXISTING GUIDE RAIL
 - PROPOSED GUIDE RAIL
 - PROPOSED SILT FENCE
 - PROPOSED LIMITS OF CLEARING
 - CONTOUR LINE MAJOR
 - CONTOUR LINE MINOR
 - MAJOR CONTOUR LINE PROPOSED
 - MINOR CONTOUR LINE PROPOSED
 - PROPOSED PRIVACY FENCE
 - PROPOSED 6" WATER SERVICE
 - TSV PROPOSED TAPPING SLEEVE & VALVE
 - PROPOSED WATER VALVE
 - PROPOSED CATCH BASIN
 - PROPOSED LANDSCAPE AREA

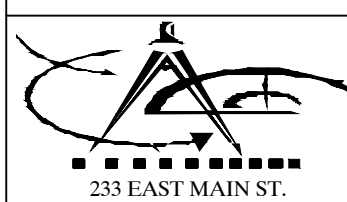


SYMB	DATE	ISSUED FOR
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.		
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS		
PROJECT TITLE: O&W PROPERTIES SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE		
DRAWING TITLE: SUBDIVISION PLAN	APPROVED BY: AAF	SCALE: 1"=20'
PREPARED FOR: CITY OF MIDDLETOWN 16 JAMES STREET MIDDLETOWN, NY 10940	DESIGNED BY: AAF	REVISION DATE: 6/6/24
REFERENCE NUMBER: 21-088		SHEET NUMBER: 2
PAGE 2 OF 4		



Alignment - (1) PROFILE



SYMB	DATE	ISSUED FOR
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.		
 FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS 231 EAST MAIN ST. MIDDLETOWN, NY 10940 PHONE: (845) 344-5863 FAX: (845) 956-5865		
SEAL:	PROJECT TITLE: O&W PROPERTIES SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE	
	DRAWING TITLE: PROFILE	
	CITY OF MIDDLETOWN	
	PREPARED FOR:	
	CITY OF MIDDLETOWN 16 JAMES STREET MIDDLETOWN, NY 10940	
APPROVED BY: AAF	SCALE: 1"=40'	STATE OF NEW YORK COUNTY OF ORANGE REFERENCE NUMBER: 21-088
DESIGNED BY: AAF	REVISION DATE:	SHEET NUMBER: 4
DRAWN BY: TLM	DATE: 6/6/24	PAGE 4 OF 4



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 111-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into an Agreement with Ackerly & Hubbell Appraisal Corp

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 Ackerly & Hubbell Appraisal Corp for appraisal services

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Mayor to sign the agreement. The total fee is \$2,200

Prepared by:
Alex Smith, Corporation Counsel

Attachments:

1.	Ackerly Hubbell Appraisal Proposal
----	------------------------------------



April 3, 2025

City of Middletown
Mayor Joseph Destefano
16 James Street
Middletown NY 10940

Telephone: (845) 346-4100
Email: mayor@middletown-ny.com
C/O: Jeff Sherwin jsherwin@mlsmlaw.com

Re: Lounsbury Property; 103 North Street, City of Middletown, Orange County, NY

**APPRAISAL SERVICES CONTRACT
"ENGAGEMENT LETTER"**

To Whom it May Concern:

This contract is an agreement between Ackery & Hubbell Appraisal Corp. (APPRAISER), and City of Middletown (CLIENT). Payment is not contingent upon arriving at a particular value.

The subject consists of a vacant land parcel utilized as a parking lot.

- Further described as Parcel 31-2-13 totaling 0.08 acre owned by Robert Lounsbury, Jr. located at 103 North Street in the City of Middletown, NY.

APPRAISER agrees to conduct a scope of services that includes:

- Visual inspection of the subject property and reviewing necessary maps including topographic, flood plain maps, zoning maps, survey, etc.
- Valuing the appropriate interest of the property and based on the highest and best use
- Conducting market research and analysis of similar sales within the subject market for use in the sales approach – the only viable approach to value
- A restricted appraisal will be provided which will adhere to USPAP

CLIENT agrees to remunerate APPRAISER a fee of

- **\$2,200** for a Restricted Appraisal Report as defined as USPAP. An invoice will be provided upon completion of the appraisal. A digital PDF'd copy of appraisal report will be provided only via email.

Post appraisal services:

- Any necessary revisions and discussions regarding the submitted report are included in the initial fee.
- Any further consultations, meetings, or additional appraisal services will be billed on an hourly basis at \$250 per hour.

In order to complete the assignment the following items are requested (information noted as Confidential by the client will remain as such) and if unavailable we will request it from the owner upon client consent:

- Survey

ACKERLY & HUBBELL APPRAISAL CORP.

1072 Main Street · Fishkill · NY · 12524 · Phone: 845-454-6525 · Email: info@rphubb.com

- Property deed
- Documentation of any easements, covenants, etc.

Information marked as "confidential" by the client will remain as such. The purpose of the assignment is to render an opinion of market value of the subject property as of the valuation date. The intended use of the appraisal is to establish market value for the potential purchase of the parcel. The only intended users of this appraisal report is the client, City of Middletown. No party, other than the intended user, should rely on this appraisal for any purpose whatsoever.

Delivery of the restricted appraisal report will be 4 weeks from the date of inspection and receipt of signed engagement; contingent upon receipt of all necessary items in order to complete the appraisal. In the event that any payment is not paid when due, CLIENT shall pay all expenses of collection, including, but not limited to, court costs and attorneys' fees.

Thank you for the opportunity of presenting this contract for your consideration. The contract is valid for 30 days. If the contract meets with your approval, please execute a signed pdf original, required payment and requested data. Signed contract and data in pdf format via email only.

Payment is accepted by check only payable to: Ackerly & Hubbell Appraisal Corp, mailed to:
1072 Main Street, Fishkill NY 12524

Respectfully submitted:

ACKERLY & HUBBELL APPRAISAL CORP.

Andrew Ward

Senior Appraiser

State Certified General Real Estate Appraiser No. 46...48872

AW

Project will commence upon receipt of signed contract and payment

AUTHORIZATION TO PROCEED

I agree to the terms and conditions of the Appraisal Service Contract set forth herein, and hereby authorize APPRAISER to proceed with said services.

Signature

Date

Printed Name

Title

Person to contact for inspection

Phone number



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 112-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into an Agreement with Capital Market Advisors for Financial Advisory Services through December of 2026

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 Capital Market Advisors for Financial Advisory Services through December of 2026

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:
Leonora Liz, Treasurer

Attachments:

1.	Middletown City 4.7.25 (004)
2.	CMA Middletown City 4.7.25 (002)

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2025 by and between the City of Middletown, New York (the "City") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by City during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the City in planning, structuring and otherwise completing each Issue to be undertaken by the City.
- 1.02 Discuss a plan of financing which will include CMA's analysis and recommendations to the City regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the City and CMA agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the City, including but not limited to: term sheet, Official Statement, Notice of Sale and bid sheet, request for a credit rating, request for bond insurance, DTC Letter of Representations, and post-sale analysis.
- 1.04 Upon the request of the City, CMA will assist the City in the selection of other service providers necessary to conduct each Issue including but not limited to Bond Counsel, rating agencies, bond insurer, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, costs of issue, list of participants, and take such other actions requested by the City to efficiently manage each Issue to meet City's objectives.
- 1.06 Participate in the sale of the debt, confirm net interest cost calculation, verify underwriter's compensation and make a recommendation as to award.
- 1.07 Assist the City with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Prepare final debt service schedules.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the City as described in Sections 1 hereof, CMA's compensation, a portion of which is contingent on an issue closing, will be as follows:
 - For bond issues: base fee \$10,550 plus \$0.57 per \$1,000 of bonds issued over \$5 million
 - For note issues: base fee of \$5,450 plus \$0.31 per \$1,000 of notes issued for issues over \$5 million
 - For note issues with no Official Statement: \$3,600
 - For issues through NYS EFC: a fee of \$20,500 which includes both short-term and long-term financing of the loan. Such fee is due upon receipt of funding from EFC in the amount of \$10,250 at

Capital Markets Advisors, LLC

Independent Financial Advisors

the closing of the short-term financing and \$10,250 upon the closing of the long-term financing. If only a long-term EFC issue is issued: a fee is \$18,000 at the closing of the loan

- For capital leases: a base fee of \$6,500 plus \$0.50 per \$1,000 of lease debt issued
- For Continuing Disclosure services: an annual fee of \$2,700

- 2.02 For advisory services rendered for which the above fees are not applicable, CMA will be compensated on an hourly basis at a rate of \$195 per hour.
- 2.03 The City will pay normal issuance costs such as printing, postage, photocopying, overnight delivery, web posting, Bond Counsel, rating agency fees and other associated expenses.
- 2.04 Payment of CMA's compensation for a financing is due within 30 days of receipt by the City of CMA's invoice.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 202_. **FILL IN "5" or "6" HERE**

Section 4 Responsibilities of Parties

CMA does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the City. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the City. Information obtained by the CMA, either through its own efforts or provided by the City, included in the financing documents, or otherwise provided to the City, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 6 Required Regulatory Disclosure

Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC

Capital Markets Advisors, LLC

Independent Financial Advisors

is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. This conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).

Capital Markets Advisors, LLC

Independent Financial Advisors

- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 7 Independent Contractor

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as City employees to any third party, nor shall they make any claim to the City, or to any other person or entity, for benefits or privileges granted to City employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the City shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

Richard Tortora

Richard R. Tortora
President

City of Middletown, New York

By: _____

Name: _____

Title: _____

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

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Capital Markets Advisors, LLC

Independent Financial Advisors

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Capital Markets Advisors, LLC

Independent Financial Advisors

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- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
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Capital Markets Advisors, LLC

Independent Financial Advisors

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

Richard Tortora

Richard R. Tortora
President

City of Middletown, New York

By: _____

Name: _____

Title: _____



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 113-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Approve the Contract of Sale for the Purchase and Development of 122 Dorothea Dix Drive, Including Development Goals and Targets

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the contract of sale for the purchase and development of 122 Dorothea Dix Drive, including development goals and targets.

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

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

Attachments:

1.	BOE 122 DOROTHEA DIX DRIVE CONTRACT OF SALE (002)
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CITY OF MIDDLETOWN
Office of Economic & Community Development

April 7, 2025

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

RE: 122 Dorothea Dix Drive

Dear Members:

I am requesting to accept the contract of sale for the purchase of and development of 122 Dorothea Dix Drive, former Tuckerman Hall by Fei Tian College.

Also, requesting to authorize the Mayor to execute any and all documents necessary for the contract of sale that includes timelines with development goals.

This is an "As Is" purchase in its present condition tied to development goals and fees. Use of the premises is for college and educational purposes.

Attached you will find the Contract of Sale with exhibits prepared and reviewed by Corporation Counsel, Alex Smith.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

CONTRACT OF SALE

DATE

CONTRACT OF SALE made as of the ~~27th~~^{April} day of ~~March~~, 2025

PARTIES BETWEEN

CITY OF MIDDLETOWN

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

FEI TIAN COLLEGE

Address: 14 Jason Place, Middletown, New York 10940
hereinafter called "PURCHASER", who agrees to buy

The property located at 122 Dorothea Dix Drive, Middletown, New York 10940, including all buildings and improvements, if any, thereon (the "PREMISES") (more fully described on a separate page marked "Exhibit A"), and commonly known as Tuckerman Hall.

PURCHASE PRICE

1. The purchase price is **\$150,001.00** payable as follows:

(A) **At Closing:** The amount of One Dollar and No Cents (\$1.00) shall be paid to SELLER.

(B) **By a Purchase Money Note and Mortgage**, the terms of which are provided in Paragraph 23 in this Contract.

SUBJECT TO PROVISIONS:

2. The PREMISES are to be transferred subject to:

a. All present and future building, zoning and other restrictions, regulations, laws, ordinances, resolutions and orders of any State, municipal or other governmental authorities having jurisdiction over the PREMISES or the use or improvement thereof.

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

running to improvements on the PREMISES.

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

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

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

TITLE COMPANY APPROVAL:

3. PURCHASER agrees to promptly apply for and procure a title insurance commitment from, and to cause title to the PREMISES to be searched and examined by a duly licensed and reputable title insurance company (the "title company"). PURCHASER agrees to promptly deliver to SELLER'S attorney, Alex Smith, Esq., 16 James Street, Middletown, New York 10940, a copy of the title company's title report or commitment, and any tax search, departmental searches, survey and survey reading. PURCHASER shall **promptly notify** SELLER'S attorney of any objections disclosed by the title and municipal searches. The failure by PURCHASER to so notify SELLER'S attorney within a reasonable time prior to Closing shall constitute a waiver by PURCHASER of any and all objections and defects in SELLER'S title that would have been disclosed by such prompt notification. PURCHASER shall pay all expenses for examination of title, the premium for any title insurance policy, and all other title, survey or other expenses incurred in connection with this Contract or the Closing.

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

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

CLOSING DEFINED AND FORM OF DEED:

6. "Closing" means the settlement of the obligations of SELLER and PURCHASER to each other under this Contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER – or an entity designated by PURCHASER for the purpose of temporarily holding title to the PREMISES -- of a Bargain and Sale Deed with Covenant Against Grantor's Acts in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

CLOSING DATE AND PLACE:

7. Closing will take place at the office of SELLER'S attorney on or about **April 16, 2025.**

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

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

BROKERS:

9. PURCHASER represents and warrants that it has not dealt with any broker in connection with this sale. PURCHASER agrees to indemnify and hold SELLER harmless from and against all liabilities, claims, damages or expenses, including attorney's fees, pertaining to any broker with whom PURCHASER has dealt. This provision shall survive Closing for a period of one (1) year.

APPORTIONMENTS:

10. The following are to be apportioned as of midnight of the day before CLOSING.

- (a) Rents as and when collected.
- (b) Premiums on existing transferable insurance policies and renewals of those expiring prior to Closing.
- (c) Real estate taxes, water charges and sewer rents, if any, on the basis of the lien period for which assessed.
- (d) Gas and oil, if applicable.

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

12. Any errors or omissions in computing apportionments at Closing shall be corrected. This provision shall survive Closing.

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

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

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES, ETC.:

14. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at Closing showing that they are not against SELLER.

PURCHASERS LIEN:

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

SELLERS' INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

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

- (a) examining the title,
 - (b) any appropriate additional searches made in accordance with this Contract,
- and
- (c) survey and survey inspection charges.

17. Upon such refund and payment this Contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other. SELLER'S total liability for all of these items, **shall not exceed \$350.00**, in addition to refund of the downpayment.

CONDITION OF PROPERTY:

18. PURCHASER has inspected the PREMISES and is thoroughly acquainted with its condition. PURCHASER agrees to purchase the PREMISES "as is" and in its present condition subject to reasonable use, wear, tear, and natural deterioration between now and Closing. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect the PREMISES before Closing.

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

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

ASSIGNMENT:

21. PURCHASER may not assign this Contract without the prior written consent of the SELLER. Any attempted assignment without such consent shall be null and void.

However, PURCHASER'S rights under this Contract shall inure to the benefit of PURCHASER'S successors and assigns in the event that the Board of Regents, on behalf of the Education Department of the State of New York, grants a charter or provisional charter to Northern College or Northern University, and Fei Tian College-Middletown is spun off from Fei Tian College to form an independent college or university under the name of Northern College or Northern University.

NOTE AND MORTGAGE

22. The Note and Mortgage from the PURCHASER to the SELLER at Closing will be prepared by SELLER'S attorney, and all costs and fees associated with such Note and Mortgage (including, but not limited to, recording fees and mortgage tax, if applicable) will be paid by PURCHASER.

23. SELLER is not charging interest with respect to the Note and Mortgage. The amount owed under the Note and Mortgage will be forgiven in its entirety if the PURCHASER fulfills certain development goals. If such goals are not fulfilled, the PURCHASER will owe payments to SELLER. The goals and payments are as follows:

A. PURCHASER must receive Planning Board approval for use of the PREMISES for college and educational purposes, including, if needed, dormitories) by November 30, 2025. If this goal is met, SELLER will provide to the PURCHASER a partial release of the Note and Mortgage in the amount of \$25,000.00;

B. PURCHASER must obtain a building permit to perform construction/renovations in accordance with the Planning Board approval by April 30, 2026. If this goal is met, SELLER will provide to the PURCHASER another partial release of the Note and Mortgage in the amount of \$25,000.00;

C. The PURCHASER must obtain a Certificate of Occupancy for Wing A, as depicted on the attached colored map annexed hereto as Exhibit B, for (1) reception, offices and instruction rooms and (2) college-related stores and dining, conference rooms and offices by February 28, 2028. If this goal is met, SELLER will provide to the PURCHASER another partial release of the Note and Mortgage in the amount of \$25,000.00;

D. The PURCHASER must obtain a Certificate of Occupancy for Wing C, as depicted on the attached colored map, for student activities, dormitories and offices by February 28, 2029. If this goal is met, SELLER will provide to the PURCHASER another partial release of the Note and Mortgage in the amount of \$25,000.00;

E. The PURCHASER must obtain a Certificate of Occupancy for Wing B, as depicted on the attached colored map, for (1) instruction rooms and offices, and (2) meeting and conference rooms by February 28, 2030. If this goal is met, SELLER will

provide to the PURCHASER another partial release of the Note and Mortgage in the amount of \$25,000.00; and

F. The PURCHASER must obtain a Certificate of Occupancy for Wing D, as depicted on the attached colored map, for (1) instruction rooms and offices, and (2) meeting and conference rooms by May 31, 2031. If this goal is met, SELLER will provide to the PURCHASER another partial release of the Note and Mortgage in the amount of \$25,000.00.

COMMON COUNCIL APPROVAL

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

DEFAULT

25. If SELLER willfully defaults under this Contract, PURCHASER shall have such remedies as PURCHASER shall be entitled to at law or in equity, including, without limitation, specific performance. If PURCHASER willfully defaults under this Contract, SELLER shall have such remedies as SELLER shall be entitled to at law or in equity.

ENTIRE AGREEMENT:

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

CHANGES MUST BE IN WRITING

27. This Contract may not be changed or cancelled except in writing. The Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

SURVIVAL:

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

expressly are stated herein to survive the Closing.

SINGULAR ALSO MEANS PLURAL:

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

BINDING EFFECT:

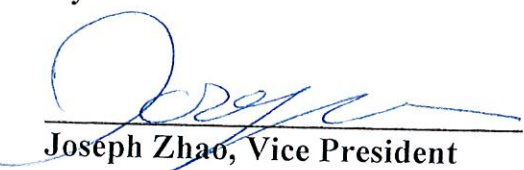
30. This Contract shall not be considered an offer or an acceptance of an offer by SELLER, and shall not be binding upon SELLER until executed and delivered by both SELLER and PURCHASER. Upon such execution and delivery, this Contract shall be binding upon and inure to the benefit of the parties hereto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

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

CITY OF MIDDLETOWN, Seller
By:

FEI TIAN COLLEGE, Purchaser
By:

Joseph DeStefano, Mayor



Joseph Zhao, Vice President

EXHIBIT A – DESCRIPTION OF PROPERTY

All that certain plot, piece or parcel of land, situate, lying and being in the City of Middletown, County of Orange, State of New York and being known and designated as Section 21, Block 2, Portion of Lot 7.22 on the City of Middletown Tax Map, also being known as Portion of Lot 7 on a map entitled “Middletown Psychiatric Center” and as filed in the Orange County Clerk’s Office on 4/11/13 as map #111-13 and being known as Lot 2 on a survey map entitled “Re-Survey of P/O Parcel 7 as shown on Filed Map 216-01 and more recently Lot 1 on a filed map entitled 36-2025 and being more accurately bounded and described as follows:

Beginning at a point labeled POB Lot 1 on the marked-up version of Map 36-2025, attached hereto, and along the following course and distance:

1. On a curve to the left having a radius of 229.33 feet for an arc length of 150.6 feet having a cord bearing and distance of South 21-17-32 West 147.91 feet to a point; thence
2. On a curve to the left having a radius of 1046.76 feet for an arc length of 105.87 feet having a chord bearing and distance of South 00-25-05 East 105.82 feet to a point;
1. On a curve to the right having a radius of 18.01 feet for an arch length of 20.82 feet having a chord bearing and distance of South 29-49-12 West 19.68 feet to a point;
2. South 62-57-19 West 39.37 to a point;
3. On a curve to the right having a radius of 137.34 feet for an arc length of 80.68 feet having a chord bearing and distance of South 79-46-17 West 79.53 feet to a point in the northerly bounds of Dorothea Dix Drive; thence

leaving said Fei Tian College and along said Dorothea Dix Drive the following 4 courses:

1. North 53-45-01 West 177.92 feet to a point;
2. North 45-01-06 West 438.74 feet to a point;
3. North 49-39-51 West 118.54 feet to a point;
4. North 44-13-35 West 229.37 feet to a point;

On a curve to the right having a radius of 36.85 feet to an arc length of 57.20 feet having a chord bearing and distance of North 00-14-24 East 51.63 feet to a point in the southerly side of Ashley Avenue; thence leaving said Dorothea Dix Drive and along said Ashley Avenue North 44-42-22 East 423.42 feet to a point; thence leaving said Ashley Avenue and along lands of proposed Lot #1 the following 5 courses and distances:

1. South 44-47-22 East 191.29 feet to a point;
2. South 72-29-20 East 152.10 feet to a point;
3. South 44-08-02 East 225.22 feet to a point;
4. North 45-51-58 East 42.59 feet to a point;
5. South 47-12-25 East 53.69 feet to a point; thence

Thence through Lot 2 as shown on Filed Map 36-2025 the following two courses and distances:

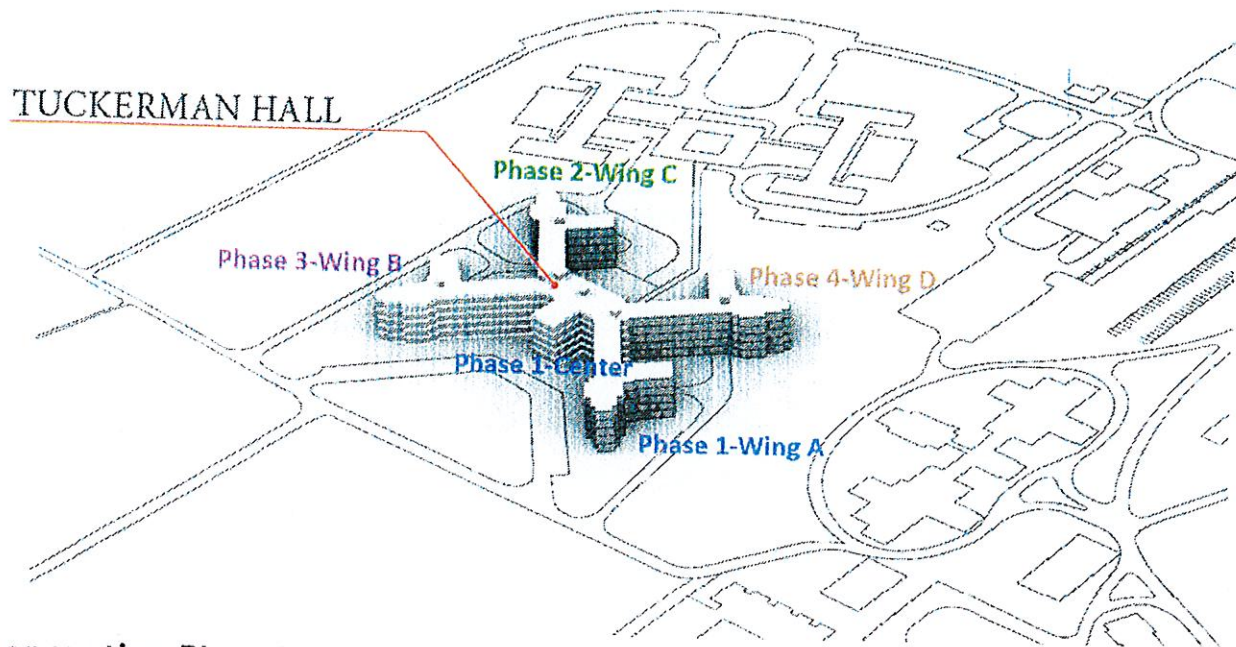
1. South 39-11-24 East 167.27 feet to a point;
 2. South 07-16-10 West 238.55 feet to a point on the southerly bounds of Ashley Avenue;
- to said point or place of beginning and containing 11.14 acres more or less as surveyed by Fusco Engineering and Land Surveying, D.P.C. dated December 6, 2024 and filed with the Orange County Clerk as Filed Map 36-2025.

Subject to easements shown on filed map 36-2025. Subject to any unwritten and/or written licenses, easements, restrictions, and/or agreements.

Exhibit B

Tuckerman Hall

General Use: Instructions, Office, Retail, Conference/Meetings, Dormitory



Renovation Plan: 6-7 years

Tentative Phases

1. Planning Board Approval for college/education use
2. Obtain Building Permit
3. **CO Phase 1: Wing A** (Right front, when facing entrance), Center
 - a. Reception, Offices, Instruction
 - b. Stores, Dining, Conference Rooms, Office
4. **CO Phase 2: Wing C** (Left back, when facing entrance)
 - a. Student Activities, Dorms, Offices,
5. **CO Phase 3: Wing B** (Left front, when facing entrance)
 - a. Instructions, Office
 - b. Meeting rooms, Conference rooms
6. **CO Phase 4: Wing D** (Right back, when facing entrance)
 - a. Instructions, Office
 - b. Meeting rooms, Conference rooms



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 114-25

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 Renew an Agreement with Auctions International

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Auctions International.

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

Our current contract expired in February of this year. The terms and conditions have not changed.

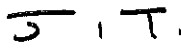
Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- AUCTIONS INTERNATIONAL CONTRACT RENEWAL
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: April 8, 2025
To: Honorable Mayor DeStefano, Members of the Board of Estimate
and Apportionment, Members of the Common Council
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk
From: Jacob Tawil, Commissioner of Public Works 
Re: Renewal of Contract with Auctions International

We are hereby requesting the approval and signature of the attached renewal contract between the City of Middletown and Auctions International. Our current contract expired in February of this year.

The terms and conditions have not changed.

Thank you.

JT/kg

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on / / 20 25, between City of Middletown, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "as is, where is", subject to the Seller's terms.

The Seller agrees to provide titles, keys in all other proof of ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and / or provided by the electronic means to the Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed-upon dates and times. The terms and prices of this contract shall remain in effect for two years after the agreement is executed based on the means of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as is, where is", with no warranty, expressed, implied or otherwise, and with the government Seller retaining the right to reject any bids that are insufficient. The Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the past prices page of the Auctioneer's website.

Purchasers will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for any vehicles/older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is no commission charged to the Seller.

The Seller agrees to provide photographs and description of the auction merchandise to conduct the auction. In the event that the Seller cannot provide this information, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items for the following fee: \$30 for each motorized vehicle/equipment item, and \$5 for each general merchandise auction lot. Listing fees are deducted from the net sale proceeds, before final payment is made to the Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within 15 business days after the Seller approves the bids for the sale items, and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to the possession of the Seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller any unsold merchandise can be re-listed in the future online auction at no cost to the Seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) _____	Joseph DeStefano- Mayor	845-346-4100
Seller's Authorizing Signature	Printed Name and Agency Title	Telephone Number
(x) 16 James Street Middletown NY 10940 Attn: City of Middletown Department of Public Works		
Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)		
(x) jtawill4@yahoo.com and kgass@middletownny.gov		
Seller's E-Mail Address		
(x) <u>Marc Smith</u>	<u>MARC Smith</u>	_____
Auctioneer's Signature	Auctioneer's Printed Name	Date



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 115-25

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 Surplus Vehicles

BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment to declare the following equipment as surplus and authorizes its sale at auction through Auctions International:

1. 2005 Ford Expedition (VIN# 1FMPU16556LA32666). This expedition has major electrical issues and no longer runs. The body and interior of this vehicle are in poor condition. The cost of the necessary repairs would be more than the vehicle is worth.
2. 2008 Chevy 1500 Pick Up Truck (VIN#2GCEK19C481221426). This pick-up truck does not start. It requires a new ignition. The body and interior of this vehicle are in poor condition.
3. 2008 Chevy Tahoe (VIN# 1GNFK03098R264302) This Tahoe does not start and has major electrical issues that would cost more to fix than the vehicle is worth. The body and interior of

this vehicle are in poor condition.

Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- SURPLUS VEHICLES
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Department of Public Works

Memorandum

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

CC: Richard McCormack- City Clerk and Rosa Tumminia- Deputy Treasurer

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

Date: April 8, 2025

RE: Surplus vehicles

We are requesting that the pieces of equipment listed below be declared surplus and authorize the Commissioner of Public Works to dispose of it in the most advantageous way to the City, based on his opinion, most likely through Auctions International.

1. 2005 Ford Expedition (VIN# 1FMPU16556LA32666). This Expedition has major electrical issues and no longer runs. The body and interior of this vehicle is in poor condition. The cost of the necessary repairs would be more than the vehicle is worth.
2. 2008 Chevy 1500 Pick Up Truck (VIN# 2GCEK19C481221426). This pick up truck does not start. It requires a new ignition. The body and interior of this vehicle is in poor condition.
3. 2008 Chevy Tahoe (VIN# 1GNFK03098R264302) This Tahoe does not start and has major electrical issues that would cost more to fix than the vehicle is worth. The body and interior of this vehicle is in poor condition.

Thank you.



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 116-25

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
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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 Accept a Donation from Middletown Lions Club

BE IT RESOLVED; that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment and accepts a \$250.00 donation from the Middletown Lions Club for the annual Fishing Derby and deposit into account A.2705 Recreation Donations.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Lions Club Donation
----	---------------------

4737



Middletown Lions Club
P O Box 122
Middletown, NY 10940

ORANGE BANK AND TRUST COMPANY



50-247/219

3/21/25

PAY TO THE
ORDER OF

City of Middletown

\$ 250.00

Two Hundred fifty dollars

DOLLARS

MEMO

fishing derby

Diane Young
Hal Martin

AUTHORIZED SIGNATURE

⑈004737⑈ ⑆021902475⑆ 1918081⑈

Security features. Details on back.



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 117-25

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 Waive Side Walk Sale Fees for the Cinco De Mayo Celebration

Resolved that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to waive the fees for sidewalk sales in the Downtown Mixed Use District for the weekend of May 2, 3, and 4, 2025, as part of the Business Improvement District's Cinco de Mayo Celebration.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 118-25

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 Pets Alive Inc. for Stray Dogs and Cat Rescue

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 Pets Alive, Inc for stray dogs and cat rescues.

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.	Middletown TNR
----	----------------

2.	MiddletownContractDog
----	-----------------------

AGREEMENT

THIS AGREEMENT made this ____ day of ____, 202_ and ending December 31st, 2025, between the **City of Middletown**, a municipal corporation organized under the laws of the state of New York, located at 16 James Street, Middletown, New York 10940 ("City"), and **Pets Alive Inc.**, a charitable organization and corporation under the laws of the State of New York, located at 363 Derby Road, Middletown, New York, 10940.

WITNESSETH

WHEREAS, Pets Alive owns and operates a shelter for the care of dogs, cats, and other animals, as well as provides TNR services; and

WHEREAS, the City of Middletown desires to utilize the services of Pets Alive as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, Pets Alive and the City of Middletown do hereby agree as follows:

Recovery Stations:

- The care for cats at the recovery area shall include but not limited to; feeding, cleaning, identify friendlies and report issues.
- Males recover overnight, females recover in two/three nights.
- Volunteers will be provided with supplies needed (gloves, cleaning products, food, litter, water bowls, litter pans, etc.) by the organization.
- Pets Alive may also use fosters for recovery stations for both kittens and adults as needed.

Issues & Solutions:

- If a feral cat is very late term pregnant, then the female will be housed or fostered in an isolated area until she has given birth and weaned her kittens. Once weaned, the kittens will be altered and adopted out. The mother cat will be spayed and returned.
- Friendly cats will be identified and adopted out as friendly indoor cats.
- All cats released back into the community will be ear tipped. Ear tipping advises that the cat has already been spayed or neutered.

Protocol For Sick Cats:

- Sick cats will be evaluated on a case-by-case basis.
- If a cat is seriously ill and the veterinarian feels the chances of survival are little to nothing, the cat will be humanely euthanized. The City of Middletown will cover up to \$100 which includes the \$50 TNR fee.

- If a cat needs medical attention before it is released back into the community, The City of Middletown will cover up to \$100 for medical expenses.

Volunteers and Staff:

- The TNR project will mainly be handled by volunteers and managed by TNR Coordinator, Debbie Pesola, under management of Pets Alive staff.
- Will verbally notify residents in the area approximately 2 days prior to trapping in each location (for resident's who usually allow their cats outside, will keep their animals inside during trapping days).
- Trapping will take place on Tuesday nights, and will be spayed/ neutered, vaccinated and ear tipped on Wednesdays at The Animal Rights Alliance (T.A.R.A).
- The ACO will assist Pets Alive with notifications in trapping areas as needed.
- Transport cats to and from the vet once trapped.
- Deliver cats to designated recovery areas after surgery.
- Pick up cats from the recovery area and return him/her to the original colony location.

TNR Coordinator and Pets Alive staff will:

- Schedule volunteers to trap, transport, care-give and other needs as identified.
- Interact with the public as needed.
- Track information such as number of cats, locations, number of inquiries, issues, etc.
- Train all volunteers on trapping and releasing.

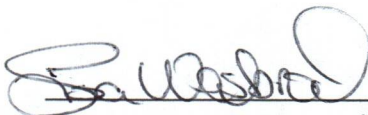
TNR Locations:

- The Middletown ACO will advise Pets Alive via email and or by phone of locations where trapping is needed on city owned property.
- The ACO will direct residents who are in need of TNR services on private property to the Pets Alive website and phone number.

Reimbursement from the City of Middletown, New York:

- The City of Middletown will pay Pets Alive a fee of \$50 per cat for TNR services.
- The City of Middletown will notify Pets Alive when the yearly TNR budget is exhausted.

- Pets Alive will provide a monthly invoice to the City of Middletown ACO via email at Msmall@middletownpolice.com and to the confidential secretary at Cdugan@middletownpolice.com.
- Accompanied with each invoice shall be a description of each cat that was trapped along with its location and final disposition of each cat (re-released, adopted out, etc.).
- Any documentation provided by the veterinarian for each cat that was TNR'D should accompany the invoice as well.
- Pets Alive will submit a copy of certificate of liability insurance at the time of signing this contract.



Pets Alive Executive Director

Date

Joseph DeStefano, Mayor

Date

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2025 pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the **City of Middletown**, a municipal corporation organized under the laws of the State of New York located at 16 James Street, Middletown, New York 10940 ("City"), and **Pets Alive Inc.**, a charitable organization and corporation duly organized under the law of the State of New York, located at 363 Derby Road, Middletown, New York 10940.

WITNESSETH:

WHEREAS, Pets Alive owns and operates a shelter for the care of dogs, cats, and other animals; and

WHEREAS, the City desires to utilize the services of Pets Alive as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, Pets Alive and the City do hereby agree as follows:

1. Pets Alive shall provide shelter, subject to the exceptions set forth in Paragraph

2, below, for dogs seized within the City by the authorized Animal Control Officer in accordance with Article 7 of the Agriculture and Markets Law and Chapter 161 of the Middletown City Code ("**Seized Dog**"). Pets Alive agrees:

a) To properly shelter, care, feed and water Seized Dogs for the minimum redemption period required by the Agriculture and Markets Law ("**Redemption Period**"); and

b) To make Seized Dogs available for redemption by their owners for at least the Redemption Period; and

c) To make Seized Dogs available for adoption for any minimum period required by applicable law if, at the end of the Redemption Period, said dog has not been redeemed by its owner (provided that the dog's temperament and health makes it suitable for adoption, which is to be determined in the sole discretion of Pets Alive

2. Pets Alive shall not be obligated to accept any Seized Dogs:

a) If Pets Alive does not have adequate space to house such dogs; or

b) Which are in need of veterinary services, except in accordance with paragraph 3, below, or

c) Which are not accompanied by the appropriate Dog Seizure report; or

d) Which, due to their temperament, are likely to need euthanasia (as Pets

Alive is a no-kill animal sanctuary).

3. Any sick or injured Seized Dog shall receive appropriate veterinarian care prior to delivery to Pets Alive. At the time of delivery, the Animal Control Officer shall provide Pets

Alive, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication to treat such Seized Dog. Any subsequent veterinary expense related to such Seized Dog shall be billed directly to the City.

4. Pets Alive agrees to prepare, retain, and make available to the City complete and accurate records concerning the care and disposition of all Seized Dogs cared for by Pets Alive hereunder as well as any expenses incurred.

5. In consideration for the above-mentioned services, in addition to the expenses set forth in paragraph 3 above, the City shall pay Pets Alive as follows: (a) Three Hundred Dollar intake fee per Seized Dog accepted by Pets Alive each month. Pets Alive will submit a bill to the City for all expenses set forth in section 3 and this section 5; the City shall pay such bill within thirty (30) days of receipt thereof.

6. Nothing contained herein shall limit Pets Alive's rights under section 183 of the Lien Law, or pursuant to section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by

means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by Pets Alive in providing care, shelter, food and water for any Seized Dog.

7. Nothing contained herein shall limit the City's rights under applicable provisions of the law, or by means of any civil action or proceeding to recover from the owner of any dog delivered by the City to Pets Alive any fees, charges or outstanding fines or penalties owed by such owner to the City.

8. Nothing herein shall obligate the City to deliver to Pets Alive any minimum number of dogs or all Seized Dogs. Pets Alive makes no express or implied representation or warranty; its services hereunder are provided "as is". Pets Alive will not be liable to the City for any incidental, indirect, special, punitive or consequential damages or any kind of lost profits in connection with this Agreement, whether or not either party is aware of the possibility of such damages and notwithstanding the failure of any remedy to achieve its essential purpose. The liability of Pets Alive hereunder will not exceed the amount paid to Pets Alive hereunder in the six (6) months prior to the event giving rise to such liability. In the event that applicable law disallows any or all of the limitations of liability contained in this provision, Pets Alive's liability shall be limited to the greatest extent permitted by law.

9. It is agreed that the relation of Pets Alive to the services to be performed by it under this Agreement shall be that of an independent contractor.

10. Pets Alive agrees to defend, indemnify and save the City, it's officer's, agents and employees, harmless from any and all liability imposed on the City, it's officer's, agents and/or employees arising from the negligence, active or passive, of Pets Alive. The City agrees to defend, indemnify and save Pets Alive, it's officer's, agents, volunteers and employees, harmless from any and all liability imposed on Pets Alive, it's officer's, agents, volunteers and/or employees arising from the City's breach of any obligation hereunder, violation of any law, or negligence (active or passive).

11. The term of this Agreement is from _____ 2025, through December 31st, 2025. Either party, however, without prejudice to any other rights or remedy it may have, may with fourteen (14) days written notice to the other party, terminate this Agreement.

12.

a) This Agreement represents the entire Agreement between the parties regarding the subject matter hereof, which they have equally bargained for, and it supersedes all prior negotiations, writings and agreements regarding such subject matter. Any modifications of the

Agreement must be in writing and signed by both parties.

b) Neither party may assign its rights or delegate its obligations under this Agreement without the other party's prior written consent. This Agreement will be binding upon the parties hereto and their successors and permitted assigns.

c) No waiver of any term or condition of this Agreement, or any breach of this Agreement or of any part thereof, will be deemed a waiver of any other term or condition of the Agreement or of any later breach of the Agreement or of any part thereof.

d) This Agreement will be construed and interpreted according to the laws of the State of New York, without regard to conflict of law principles. Each party submits to the jurisdiction of the Federal and state courts located in Orange County, New York.

e) If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will not be affected and will continue in full force and effect.

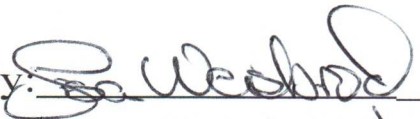
- f) All notices required or permitted under this Agreement shall be in writing and be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or certified mail addressed to the parties at the addresses set forth in the preamble hereof. Notice of a change in address shall be given in writing to the other party and shall be effective upon receipt.
- g) This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

City of Middletown

Pets Alive Inc.

By: _____

By: 
Lisa Weisbrod
Executive Director



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 119-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into an Agreement with Dumped Stray Animal Rescue

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 Dumped Stray Animal Rescue, effective February 1, 2025.

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Scanned Document 3-17-25 at 10.14.05 AM
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AGREEMENT

THIS AGREEMENT made this ~~Monday~~ Monday of ~~2025~~ 2025 and ending December 31st, 2025, between the City of Middletown, a municipal corporation organized under the laws of the state of New York, located at 16 James Street, Middletown, New York 10940 ("City"), and Dumped Stray Animal Rescue Inc., a non-profit organization under the laws of the State of New York, located at 76 Houston Avenue, Middletown, New York, 10940.

WITNESSETH:

WHEREAS, Dumped Stray Animal Rescue owns and operates an organization which provides TNR services; and

WHEREAS, the City of Middletown desires to utilize the services of Dumped Stray Animal Rescue as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, Dumped Stray Animal Rescue and the City of Middletown do hereby agree as follows:

Recovery Stations:

- The care for cats at the recovery area shall include but not limited to; feeding, cleaning, identify friendlies and report issues.
- Males recover overnight, females recover in two/three nights.
- Dumped Stray Animal Rescue provides supplies needed (gloves, cleaning products, food, litter, water bowls, litter pants, etc.).
- Dumped Stray Animal Rescue may utilize fosters for recovery stations for both kittens and adults as needed. These fosters will sign a liability waiver through the Dumped Stray Animal Rescue organization.

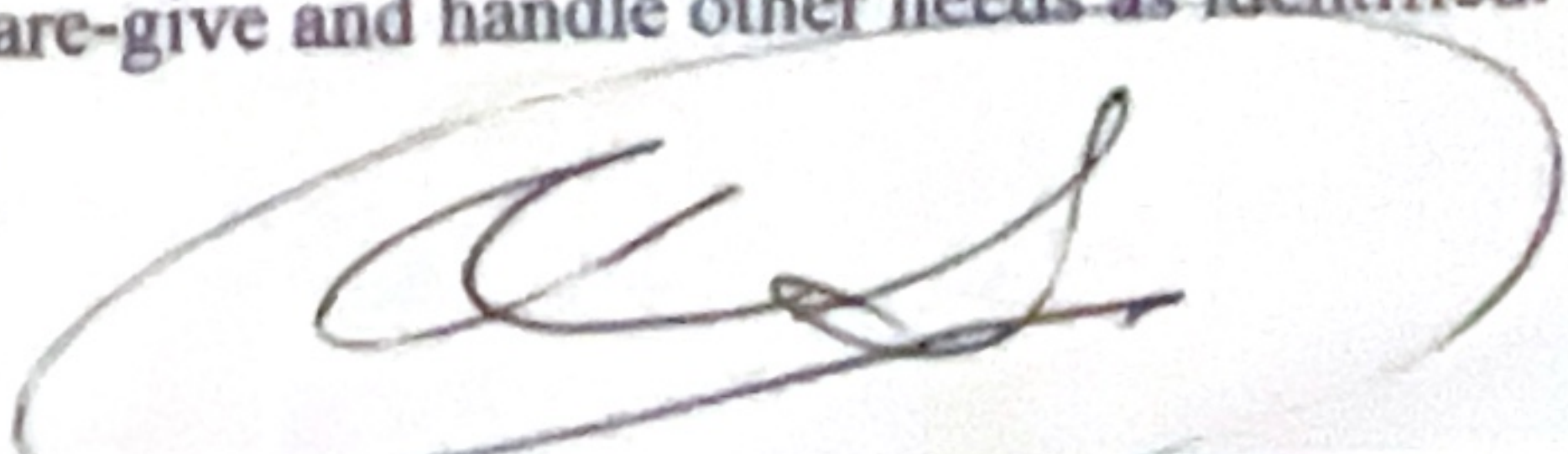
Issues & Solutions:

- If a feral cat is very late term pregnant, then the female will be housed or fostered in an isolated area until she has given birth and weaned her kittens. Once weaned, the kittens will be altered and adopted out. The mother cat will be spayed and re-released back into her colony.
- Friendly cats will be identified and adopted out as friendly indoor cats when capacity allows.
- All cats released back into the community will be ear tipped. Ear tipping advises that the cat has already been spayed or neutered.

Protocol For Sick Cats:

- Sick cats will be evaluated on a case-by-case basis.
- If a cat is seriously ill and the veterinarian feels the chances of survival are little to nothing, the cat will be humanely euthanized. The City of Middletown will cover up to \$100 which includes the \$50 TNR fee.

Robyn Stewart Will:

- The TNR project will mainly be handled by Robyn Stewart or the Executive Board Member of Dumped Stray Animal Rescue.
 - Notify residents 2 days prior to trapping in each location (for resident's who usually allow their cats outside, will keep their animals inside during trapping days).
 - The ACO will assist Dumped Stray Animal Rescue with notifications in trapping areas as needed.
 - Transport cats to and from the vet once trapped.
 - Deliver cats to designated recovery areas after surgery.
 - Pick up cats from the recovery area and return him/her to the original colony location.
 - Schedule days to trap, transport, care-give and handle other needs as identified.
 - Interact with the public as needed.
- 

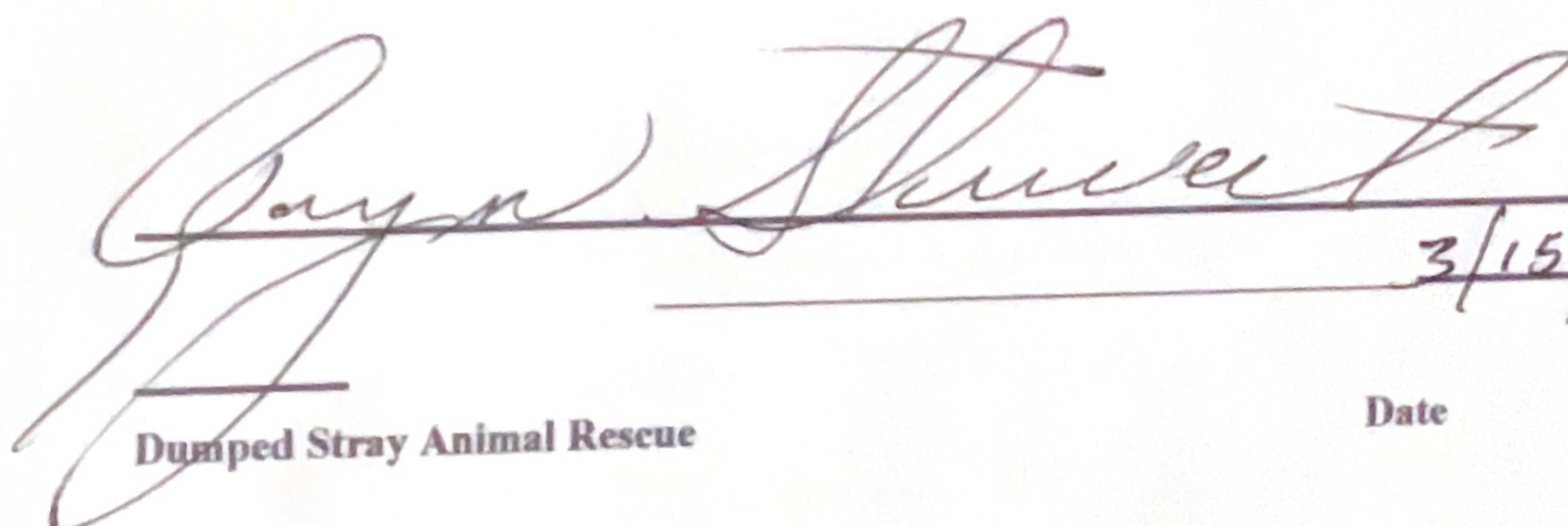
- Track information such as number of cats, locations, number of inquiries, issues, etc.

TNR Locations:

- The Middletown ACO will advise Dumped Stray Animal Rescue via email and by filling out an online TNR application of locations where trapping is needed on city owned properties.
- The ACO will direct residents who are in need of TNR services on private property to the Dumped Stray Animal Rescue website and phone number where they will fill out a TNR application online.

Reimbursement from the City of Middletown, New York:

- The City of Middletown will pay Dumped Stray Animal Rescue a fee of \$50 per cat for TNR services.
- The City of Middletown will notify Dumped Stray Animal Rescue when the yearly TNR budget is exhausted.
- Dumped Stray Animal Rescue will provide a monthly invoice to the City of Middletown ACO via email at Msmall@middletownpolice.com and to the confidential secretary at Cdugan@middletownpolice.com.
- Accompanied with each invoice shall be a description of each cat that was trapped along with its location and final disposition of each cat (re-released, adopted out, etc.).
- Any documentation provided by the veterinarian for each cat that was TNR'D should accompany the invoice as well.
- Dumped Stray Animal Rescue will submit a copy of certificate of liability insurance at the time of signing this contract.



Dumped Stray Animal Rescue

3/15/25

Date

Joseph DeStefano, Mayor

Date



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 120-25

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 Provide End of Season Bonus for Lifeguards

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Recreation Department to give the following end-of-season bonuses to the Lifeguards.

1. A \$250 referral bonus for current guards who refer a new lifeguard who needs certification. Such individuals will need to pass their LG certification and work through summer 2025. Attendance to scheduled shifts is required unless appropriate documentation is provided, i.e. doctor's note, family emergency, death, etc.
2. A \$250 referral bonus for current guards who refer a lifeguard who already holds their own certification and work through summer 2025 with a minimum of 10 shifts completed. Attendance to scheduled shifts is required unless appropriate documentation

is provided, i.e. doctor's note, family emergency, death, etc.

3. A \$500 end-of-season bonus for those full-time guards who work through summer 2025. Attendance to scheduled shifts is required unless appropriate documentation is provided, i.e. doctor's note, family emergency, death, etc.
4. A \$250 bonus for sub-lifeguards who work through summer 2025 with a minimum of 10 shifts completed. Attendance to scheduled shifts is required unless appropriate documentation is provided, i.e. doctor's note, family emergency, death, etc.

These funds are reimbursable through NY Swims Funding given to the Orange County Youth Bureau.

We are seeking approval to offer lifeguard bonuses for the 2025 pool season. 2 years ago, there was a lifeguard shortage, and we offered a free certification class, which allowed us to have enough lifeguards to open both of our pools. We are doing the same this summer. However, we do not have enough returning lifeguards and/or potential lifeguards registered to take the certification class.

We are hoping that offering end-of-season bonuses would incentivize people to work for us and/or take the free certification class.

Raelynn Bertholf

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 121-25

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

Award the Street Materials & Asphalt Materials Bids

WHEREAS, the City of Middletown solicited bids for the provision of street materials and asphalt materials for the Department of Public Works, with a bid opening held on April 10, 2025; and

WHEREAS, the Department of Public Works has reviewed all submitted bids and recommends awarding contracts to the lowest qualified bidders, taking into account not only the unit prices but also the proximity of the material sources to the City, which impacts delivery efficiency and cost; and

WHEREAS, bid tabulation sheets have been reviewed and are attached hereto for reference;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of

Middletown hereby authorizes the award of contracts for street and asphalt materials as follows:

To Dick's Concrete Co., Inc., 1053 County Route 37, New Hampton, NY 10958:

- Screened Gravel: Plant @ \$22.50/ton
- NYS Item 304-2.02: Stockpile @ \$18.50/ton and Plant @ \$14.50/ton
- Crushed Stone: #2 Stockpile @ \$23.50/ton and Plant @ \$19.50/ton

To Callanan Industries, 93 Sullivan Road, Monticello, NY 12701:

- Rip Rap: Plant @ \$22.00/ton
- NYS Item 403.16 T.C. Type 6: F.O.B. @ \$77.00/ton
- NYS Item 403.18 T.C. Type 7: F.O.B. @ \$84.50/ton
- NYS Item 403.13 A.C.B.C. Type 3: F.O.B. @ \$75.50/ton
- NYS Item 403.11 B.C. Type 1: F.O.B. @ \$75.50/ton
- NYS Item 403.12 B.C. Type 2: F.O.B. @ \$75.50/ton
- Asphalt Pre-Mix for Cold Patch: Delivery @ \$160.00/ton; F.O.B. @ \$144.00/ton
Award to Callanan Industries when full truck load is needed and ambient temperature permits.

To E. Tetz & Sons, Inc. / Tetz Asphalt, 63 Cemetery Road, Middletown, NY 10941:

- Rip Rap: Stockpile @ \$31.00/ton and Plant @ \$25.00/ton (Chester)
- NYS Item 403.16 T.C. Type 6: F.O.B. @ \$88.00/ton
- NYS Item 403.18 T.C. Type 7: F.O.B. @ \$90.00/ton
- NYS Item 403.14 A.C.B.C. Type 4: F.O.B. @ \$88.00/ton
- NYS Item 403.13 A.C.B.C. Type 3: F.O.B. @ \$87.00/ton
- NYS Item 403.11 B.C. Type 1: F.O.B. @ \$86.00/ton
- NYS Item 403.12 B.C. Type 2: F.O.B. @ \$86.00/ton
- Asphalt Pre-Mix for Cold Patch: F.O.B. @ \$145.00/ton
Tetz to be utilized for short loads and time-sensitive needs as determined by the Deputy Commissioner of Public Works.

To Aden Mining & Materials, 22 McBride Road, Slate Hill, NY 10973:

- Screened & Washed Sand: Stockpile @ \$33.45/ton and Plant @ \$28.95/ton

(Bloomingburg)

- Screened Gravel: Stockpile @ \$25.95/ton
- Crushed Stone: #3 Stockpile @ \$25.95/ton and Plant @ \$21.45/ton
- Run of Bank Gravel: Delivered to City locations @ \$19.50/ton and Loaded into City Trucks @ \$14.45/ton

BE IT FURTHER RESOLVED that all purchases and contracts awarded herein shall comply with the City's procurement policies and applicable New York State laws.

Prepared by:

Attachments:

1.	BOE MEMO- STREET MATERIAL AWARD RECOMMENDATION
----	--

Department of Public Works

City of Middletown

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



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

April 11, 2025

Honorable Mayor and Members
of the Common Council
City of Middletown, NY

RE: Award Recommendation Letter
Street Materials & Asphalt Material Bids of April 10, 2025

Gentlemen:

I have reviewed the above captioned bids and respectfully request awarding the lowest qualified bidder the following. (Copy of bid tabulation sheets are attached). Please note, that a recommendation of award is not based on the unit bid price alone, but also on the close proximity of the source to the City.

Dick's Concrete Co., Inc., 1053 County Route 37, New Hampton, NY 10958:

Screened Gravel: Plant @ \$22.50/ton
NYS Item 304-2.02: Stockpile @ \$18.50/ton and Plant \$14.50/ton
Crushed Stone: #2 Stockpile @ \$23.50/ton and Plant \$19.50/ton

Callanan Industries 93 Sullivan Rd, Monticello NY 12701:

Rip Rap: Plant @ \$22.00/ton
NYS Item 403.16 T.C. Type 6: F.O.B. @ \$77.00/ton
NYS Item 403.18 T.C. Type 7: F.O.B. @ \$84.50/ton
NYS Item 403.13 A.C.B.C. Type 3: F.O.B @ \$75.50/ton
NYS Item 403.11 B.C. Type 1: F.O.B @ \$75.50/ton
NYS Item 403.12 B.C. Type 2: F.O.B @ \$75.50/ton
Asphalt Pre-Mix for Cold Patch: Delivery @ \$160.00/ton; \$144.00/ton F.O.B
***Award to Callanan Industries when full truck load is needed and ambient temperature permitting.**

E. Tetz & Sons, Inc. /Tetz Asphalt 63 Cemetery Rd., Middletown, NY 10941:

Rip Rap: Stockpile @ \$31.00/ton and Plant @ \$25.00/ton (Chester)

NYS Item 403.16 T.C. Type 6: F.O.B. @ \$88.00/ton

NYS Item 403.18 T.C. Type 7: F.O.B. @ \$90.00/ton

NYS Item 403.14 A.C.B.C. Type 4: F.O.B @ \$88.00/ton

NYS Item 403.13 A.C.B.C. Type 3: F.O.B @ \$87.00/ton

NYS Item 403.11 B.C. Type 1: F.O.B @ \$86.00/ton

NYS Item 403.12 B.C. Type 2: F.O.B @ \$86.00/ton

Asphalt Pre-Mix for Cold Patch: F.O.B @ \$145.00/ton

***Tetz for short loads and time consideration per judgement of Deputy Commissioner.**

Aden Mining & Materials 22 McBride Rd., Slate Hill, NY 10973:

Screened & Washed Sand: Stockpile @ \$33.45/ton and Plant @ \$28.95/ton
(Bloomingburg)

Screened Gravel: Stockpile @ \$25.95/ton

Crushed Stone: #3 Stockpile @ \$25.95/ton and Plant @ \$21.45/ton

Run of Bank Gravel delivered to various locations within the City @ \$19.50/ton and
loaded into City Trucks @ \$14.45/ton

Respectfully submitted,



Jacob S. Tawil, P.E.
COMMISSIONER OF PUBLIC WORKS

kg
Att.

PRE-MIX/ASPHALT MATERIALS

BID OF April 10, 2025	Tetz Asphalt, LLC 63 Cemetery Rd. Middletown NY 10940	Tilcon New York, Inc. 9 Entin Rd Parsippany NJ 07054	Callanan Industries, Inc. PO Box 15094 Albany NY 12212		
Item 403.16 Top Course Type 6	Delivered to City: NO BID FOB: \$88.00/ton	Delivered to City: NO BID FOB: \$87.45.00/ton	Delivered to City: NO BID FOB: \$77.00/ton		
Item 403.18 Top Course Type 7	Delivered to City: NO BID FOB: \$90.00/ton	Delivered to City: NO BID FOB: \$89.45/ton	Delivered to City: NO BID FOB: \$84.50/ton		
Item 403.14 Asphalt Concrete Binder Course Type 4	Delivered to City: NO BID FOB: \$88.00/ton	Delivered to City: NO BID FOB: NO BID	Delivered to City: NO BID FOB: NO BID		
Item 403.13 Asphalt Concrete Binder Course Type 3	Delivered to City: NO BID FOB: \$87.00/ton	Delivered to City: NO BID FOB: \$83.45/ton	Delivered to City: NO BID FOB: \$75.50/ton		
Item 403.11 Base Course Type 1	Delivered to City: NO BID FOB: \$86.00/ton	Delivered to City: NO BID FOB: \$82.20/ton	Delivered to City: NO BID FOB: \$75.50/ton		
Item 403.12 Base Course Type 2	Delivered to City: NO BID FOB: \$86.00/ton	Delivered to City: NO BID FOB: NO BID	Delivered to City: NO BID FOB: \$75.50/ton		
Cold Patch	F.O.B: \$145.00/ton	Delivered to City: NO BID FOB: NO BID	Delivered to City: \$160.00/ton FOB: \$144.00/ton		
Material upon which quotes are made is produced at:	63 Cemetery Rd. Middletown NY 10940	Goshen Quarry 2 Quarry Rd. Goshen NY 10924	93 Sullivan Rd. Monticello, NY 12701		

*Award to Callanan Industries when full truck load is
needed and ambient temperature permitting.

*Tetz awarded for short loads and time consideration per
judgement of Deputy Commissioner.

SAND AND GRAVEL

BID of April 10, 2025	Tetz Asphalt, LLC 63 Cemetery Rd. Middletown NY 10940		Aden Mining & Material: PO Box 217 Montgomery NY 12549		Tilcom New York, Inc. 9 Erwin Rd Parispany NJ 07054		Dick's Concrete 1053 County Rte 37 New Hampton NY 10958		Callanan Industries, Inc. PO Box 15097 Albany NY 12212	
	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant
Screened & Washed Sand per ton	\$36.00/ton	\$29.00/ton @ SLATE HILL PLANT	\$33.45/ton	\$28.95/ton @ Bloomingburg	NO BID	NO BID	\$36.95/ton	\$31.00/ton	NO BID	NO BID
Screened Gravel per ton	NO BID	NO BID	\$25.95/ton	\$21.45/ton @ Bloomingburg	NO BID	NO BID	\$28.45/ton	\$22.50/ton	NO BID	NO BID
NYS Item 304-2.02 per ton	\$23.50/ton	\$17.50/ton @ CHESTER PLANT	\$20.19/ton	\$15.96/ton @ Bloomingburg	\$31.15/ton	\$18.15/ton @ Goshen	\$18.50/ton	\$14.50/ton	\$29.40/ton	\$13.40/ton
Crushed Stone: # 2 per ton	\$30.00/ton	\$24.00/ton @ SLATE HILL PLANT	\$25.95/ton	\$21.45/ton @ Bloomingburg	\$35.50/ton	\$22.50/ton @ Goshen	\$23.50/ton	\$19.50/ton	\$38.00/ton	\$22.00/ton
# 3 per ton	\$29.00/ton	\$23.00/ton @ CHESTER PLANT	\$25.95/ton	\$21.45/ton @ Bloomingburg	\$35.50/ton	\$22.50/ton @ Goshen	\$28.45/ton	\$22.50/ton	\$38.00/ton	\$22.00/ton
Rip rap(light stone fill) per ton	\$31.00/ton	\$25.00/ton @ CHESTER PLANT	\$32.45/ton	\$27.95/ton @ Bloomingburg	\$40.75/ton	\$27.75/ton @ Goshen	\$33.95/ton	\$28.00/ton	\$38.00/ton	\$22.00/ton
Run of Bank Gravel delivered to various locations within the City of Middletown, NY per cu.yd.	NO BID		\$19.50/ton @ Bloomingburg		NO BID		\$25.00/cu. yd.		NO BID	
Run of Bank Gravel loaded into City owned trucks by the successful bidder per cu.yd.	NO BID		\$14.45/ton @ Bloomingburg		NO BID		\$18.00/cu. yd.		NO BID	
The material upon which the prices are quoted is produced at:	Slate Hill- 3078 US 6 Slate Hill NY and Chester- 66 Tetz Rd. Chester NY	90 Collabar Rd. Montgomery NY 12549 or 22 McBride Rd. State Hill, NY 10973 or 680 Bloomingburg Rd. Bloomingburg, NY 12721	Goshen Quarry 2 Quarry Rd. Goshen NY 10924	New Hampton, NY	93 Sullivan Rd. Monticello NY 12701					

*RCA- Plant \$10.00/ton

*Award to Callanan Industries when full truck load is needed and ambient temperature permitting.

*Tetz awarded for short loads and time consideration per judgement of Deputy Commissioner.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 122-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

RESOLUTION DESIGNATING THE MONTH OF MAY 2025 AS FRONTLINE WORKER APPRECIATION MONTH IN THE CITY OF MIDDLETOWN

WHEREAS, every day, frontline workers show up for the people of Middletown—whether it’s teachers shaping young minds, healthcare professionals saving lives, firefighters and EMS responding to emergencies, or law enforcement officers keeping our streets safe, they are the heart of our community; and

WHEREAS, in moments of crisis—wildfires, floods, pandemics—or in everyday moments like helping a sick child, rescuing a pet, or teaching a struggling student to read, frontline workers continue to serve, even as resources become strained and challenges multiply; and

WHEREAS, more than 70% of the U.S. workforce are frontline workers—people in healthcare, education, emergency services, transportation, and more—playing a vital role in our economy,

our safety, our health, and our children's development; and

WHEREAS, over 9 million healthcare workers serve nationwide, including right here in Middletown, often placing themselves at risk to deliver critical care; firefighters answer over 36 million emergency calls each year, EMS responds to more than 240 million, and law enforcement officers work tirelessly to protect our neighborhoods; and

WHEREAS, teachers—more than 3.7 million strong nationwide—dedicate themselves to the education and development of our youth, helping shape a brighter future for all; and

WHEREAS, supporting and recognizing frontline workers boosts morale, strengthens community engagement, improves retention and recruitment in essential roles, and reinforces community resilience, especially in times of crisis; and

WHEREAS, organizations like Frontline Impact, launched in 2020 by KIND Snacks Founder Daniel Lubetzky, have helped support frontline workers by donating over 22 million products to more than 1,400 institutions across the country, while Builders is leading the charge to overcome toxic polarization and unite communities around shared values of compassion, courage, and civic responsibility;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown, New York, hereby designates the month of May 2025 as:

FRONTLINE WORKER APPRECIATION MONTH

in the City of Middletown and encourages all residents to take time throughout the month to thank, support, and stand with our frontline workers—our teachers, healthcare providers, EMS teams, firefighters, police officers, and so many others—whose tireless efforts keep Middletown safe, healthy, and thriving.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to forward a certified copy of this resolution to relevant local institutions and organizations to encourage recognition and appreciation activities throughout the month of May.

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 15, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

**RESOLUTION AND NOTICE OF DETERMINATION OF NON-SIGNIFICANCE
PURSUANT TO 6 NYCRR 617.10 for a 2-Lot Subdivision at 15 Mercer Street and 16
Warren Street**

**CITY OF MIDDLETOWN COMMON COUNCIL
RESOLUTION AND NOTICE OF DETERMINATION
OF NON-SIGNIFICANCE PURSUANT TO 6 NYCRR 617.10**

WHEREAS, the City of Middletown Common Council has been presented with a proposal for a 2-lot subdivision for properties located at 15 Mercer Street and 16 Warren Street, Middletown, New York, known as Middletown tax parcels Section 28, Block 4, Lot 7, and Section 28, Block 4, Lot 12.1.

WHEREAS, the proposed subdivision constitutes an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA") regulations, and

WHEREAS, the Common Council is the only involved agency under SEQRA for this subdivision request, and

WHEREAS, the Common Council has received a Short Environmental Assessment Form describing this action, and

WHEREAS, the Common Council has identified the relevant areas of environmental concern and thoroughly considered the criteria for determining significance set forth at 6 NYCRR Part 617.7 (c).

NOW, THEREFORE, BE IT RESOLVED that the City of Middletown Common Council declares itself Lead Agency with respect to this subdivision request pursuant to 6 NYCRR § 617.6(b)(1), and be it

FURTHER RESOLVED that the Common Council, after reviewing the Application materials, including the Short EAF, hereby determines that the application is an Unlisted Action under SEQRA.

FURTHER RESOLVED that the Common Council hereby declares that the proposed action will not result in a significant adverse impact on the environment, and an environmental impact statement will not be prepared, and be it

FURTHER RESOLVED that this Negative Declaration is made pursuant to Article 8 of the Environmental Conservation Law.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Sub Division 15 Mercer 16 Warren
----	----------------------------------



City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00

RECEIVED

AUG 26 2024

CITY CLERK
CITY OF MIDDLETOWN

Number of Lots of the Subdivision 2 Current Zone _____
Property # 1) Section 28 Block 4 Lot 7 (Property # 2) Section 28 Block 4 Lot 12

Address of Subject Property _____

Owner of Property # 1 Anthony Harden & Tajmah Riley

Owner Address 15 Mercer Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296

Email _____

Property # 2) Applicant Name Tyrone DIAZ

If different from Owner
Applicant Address 16 Warren Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296 ✓

Email _____

Minor (2-3 lots) ☒ \$250.00

Plus Escrow ☒ \$100.00

Major (over 3 lots) _____ \$500.00

Paid _____

Paid _____

Paid _____

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: 2 lot subdivision			
Project Location (describe, and attach a location map): 16 Warren St Middletown NY 10940 and 15 Mercer Street Middletown NY 10940			
Brief Description of Proposed Action: The owners of 15 Mercer St will give a portion of their land to Tyrone Diaz owner of property located on 16 Warren St. The portion is described on the attached survey. The boundary line will be changed approximately 3.7 feet north of 16 Warren Street (reference PVC fence).			
Name of Applicant or Sponsor: TYRONE DIAZ		Telephone: 646-302-5296 E-Mail: tyronejulian@gmail.com	
Address: 16 Warren St			
City/PO: Middletown		State: NY	Zip Code: 10940
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO ☒	YES ☐
3. a. Total acreage of the site of the proposed action?		.21 acres	
b. Total acreage to be physically disturbed?		.603 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		.213 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☒	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>TYRONE DIAZ</u> Date: _____ Signature: _____ Title: _____		

BOUNDARY LINE AGREEMENT

Agreement made this 6 day of August, 2024, between Anthony Harden & Tajmah Riley (the "Owner"), having an address at **15 Mercer Street, Middletown, NY 10940** and Joseph Duernberger (the "Adjoining Owner"), having an address at **16 Warren Street, Middletown, NY 10940**

WITNESSETH

WHEREAS, Owner is the owner in fee of the property commonly known as **15 Mercer Street** located in the City of **Middletown**, County of **Orange**, State of **NEW YORK**, Section 28 Block 4 and Lot 7, which property is more fully described in a deed dated **11/06/2020** and recorded **11/16/2020** in **Liber 14842 Page 1873** in the Office of the Orange County Clerk (the "Property"); and,

WHEREAS, the Adjoining Owner is the owner in fee of property adjacent to the Property on the Property's **northerly** side, which property is commonly known as **16 Warren Street** located in the City of **Middletown**, County of **Orange**, State of **NEW YORK**, Section 28 Block 4 and Lot 12.1, which property is more fully described in a deed dated **07/16/2004** and recorded **08/30/2004** in **Liber 11598 Page 127** in the Office of the Orange County Clerk (the "Adjoining Property"); and,

WHEREAS, a description of the Property is attached hereto as Exhibit 'A' and made a part hereof; and,

WHEREAS, a description of the Adjoining Property is attached hereto as Exhibit 'B'; and,

WHEREAS, a survey of the Property prepared by **W.E. James Engineering and Surveying, PLLC**, dated **07/15/2024** depicts the common boundary line between the Property and the Adjoining Property on the Property's **northerly** side and on the Adjoining Property's **southerly** side (the "common boundary line"), and which survey also depicts the location of certain **PVC Fences** as being situated as much as **3.7 FEET**, more or less, **south** of the common boundary line. The survey is attached here to as Exhibit 'C' (the "Survey"); and,

WHEREAS, the parties now desire to acknowledge the erroneous placement of the **PVC Fences** and fix and definitively establish the common boundary line between the Property and the Adjoining Property owned by them respectively; and,

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration exchanged by each of the parties hereto, the receipt of which is acknowledged, the parties, for themselves, their successors and assigns, covenant and agree, as follows:

The true and correct common boundary line between the Property and the Adjoining Property is as shown on the Survey;

Owner and Adjoining Owner mutually acknowledge that the **PVC Fences** are situated as much as **3.7 FEET**, more or less, **south**, of the common boundary line;

Owner and Adjoining Owner mutually agree and covenant that they own only the land as described in their respective recorded deeds and make no claims against lands owned by the other.

The Adjoining Owner hereby remises, releases and quitclaims unto the Owner, its successors and assigns,

all of its right, title and interest in, and releases any claim of any nature whatsoever to, that specific portion of the Property, including the land on the Property located between the **PVC Fence in the rear of the premises**, which lies 3.3 feet south of the common boundary line at the easterly boundary line and 3.7 feet south of the common boundary line closer to the westerly boundary line, **and the common boundary line** ;

Owner and Adjoining Owner mutually agree and covenant that the **PVC Fences** may remain in their current location so long as same shall stand.

Owner and Adjoining Owner mutually agree and covenant that this Boundary Line Agreement shall run with the land and shall be binding on and inure to the benefit of the successors in interest of the parties and the parties agree to record this Boundary Line Agreement in the Office of the **ORANGE** County Clerk.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

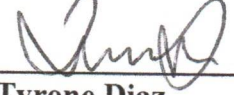
IN WITNESS WHEREOF, the parties have signed this agreement the 6 day of August, 2024.



Anthony Harden 8/6/24



Tajmah Riley 8/6/24

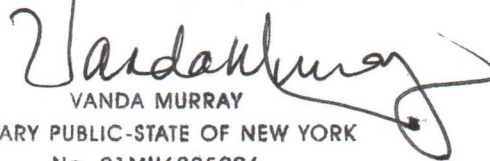


Tyrone Diaz 06 Aug 2024

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

State of New York)
County of Orange) ss.:

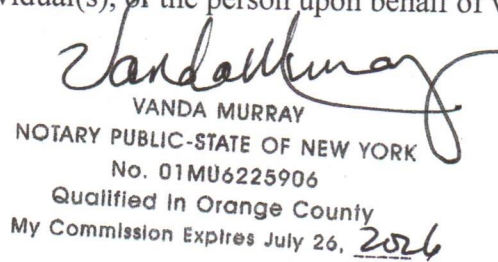
On the 6 day of August in the year 2024 before me, the undersigned, personally appeared Anthony Harden and Tajmah Riky., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, execute the instrument.


VANDA MURRAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6225906

State of New York)
County of Orange) ss.:

Qualified in Orange County
My Commission Expires July 26, 2026

On the 6 day of August in the year 2024 before me, the undersigned, personally appeared Tyrone Diaz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, execute the instrument.


VANDA MURRAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6225906
Qualified in Orange County
My Commission Expires July 26, 2026

DATE: 08/26/2024 TIME: 12:51:19
CITY OF MIDDLETOWN

Receipt # 20245510	
Trans # 563217	Batch: 77
SUBDIVISION-PLANNING	350.00
SUB TOTAL	350.00
TAX	.00
CHECK	350.00
AMT TENDERED	350.00
TOTAL	350.00
CHANGE	.00
CHECK #: _____	155

TYRON DIAZ
REF NO: SUBD

THANK YOU!



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 123-25

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

Approves a 2 Lot Subdivision (Lot Line Change) at 15 Mercer Street and 16 Warren Street

WHEREAS, the applicants, Anthony Harden, Tajmah Riley and Tyrone Diaz, have presented the City of Middletown Common Council with a proposal for a 2-lot subdivision for a lot line change involving two properties located at 15 Mercer Street and 16 Warren Street, Middletown, New York, known as Middletown tax parcels Section 28, Block 4, Lot 7, and Section 28, Block 4, Lot 12.1.

WHEREAS, Anthony Harden and Tajmah Riley, the owners of 15 Mercer Street, and Tyrone Diaz, the owner of 16 Warren Street, have filed this joint application with the Common Council, and

WHEREAS, the purpose of the lot line change is to allow for the continued usage of an installed fence without encroachment, and

WHEREAS, the Common Council has issued a Negative Declaration for SEQRA purposes pursuant to Article 8 of the Environmental Conservation Law, and

WHEREAS, the applicants have complied with all applicable requirements for final subdivision approval, and

WHEREAS, a public hearing was held on April 15, 2025.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that final subdivision approval be and hereby is granted to the application to subdivide the properties located at tax parcels Section 28, Block 4, Lot 7, and Section 28, Block 4, Lot 12.1 as shown on a map entitled “Survey Prepared For Anthony Harden & Tajmah Riley” prepared by W.E. James Engineering & Land Surveying, PLLC, dated July 15, 2024, and filed in the Office of the Middletown Common Council Clerk, and

BE IT FURTHER RESOLVED by the Common Council that the applicants are directed to submit all necessary documents to the Office of the Orange County Clerk to file and record this subdivision within 60 days of this Resolution.

Prepared by:

Attachments:

1.	Sub Division 15 Mercer 16 Warren
2.	Notice of Public Hearing Mercer and Warren



City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00

RECEIVED

AUG 26 2024

CITY CLERK
CITY OF MIDDLETOWN

Property # 1) Number of Lots of the Subdivision 2 Current Zone _____
Section 28 Block 4 Lot 7 (Property # 2) Section 28 Block 4 Lot 12

Address of Subject Property _____

Owner of Property # 1 Anthony Harden & Tajmah Riley

Owner Address 15 Mercer Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296

Email _____

Property # 2) Applicant Name Tyrone DIAZ

If different from Owner
Applicant Address 16 Warren Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296 ✓

Email _____

Minor (2-3 lots) ☒ \$250.00

Plus Escrow ☒ \$100.00

Major (over 3 lots) _____ \$500.00

Paid _____

Paid _____

Paid _____

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: 2 lot subdivision			
Project Location (describe, and attach a location map): 16 Warren St Middletown NY 10940 and 15 Mercer Street Middletown NY 10940			
Brief Description of Proposed Action: The owners of 15 Mercer St will give a portion of their land to Tyrone DIAZ owner of property located on 16 Warren St. The portion is described on the attached survey. The boundary line will be changed approximately 3.7 feet north of 16 Warren Street (reference PVC fence).			
Name of Applicant or Sponsor: TYRONE DIAZ		Telephone: 646-302-5296 E-Mail: tyronejulian@gmail.com	
Address: 16 Warren St			
City/PO: Middletown		State: NY	Zip Code: 10940
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO ☒	YES ☐
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		.21 acres .603 acres .213 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☒	☐
_____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
_____ _____	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
_____ _____	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
_____ _____	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>TYRONE DIAZ</u> Date: _____ Signature: _____ Title: _____		

BOUNDARY LINE AGREEMENT

Agreement made this 6 day of August, 2024, between Anthony Harden & Tajmah Riley (the "Owner"), having an address at **15 Mercer Street, Middletown, NY 10940** and Joseph Duernberger (the "Adjoining Owner"), having an address at **16 Warren Street, Middletown, NY 10940**

WITNESSETH

WHEREAS, Owner is the owner in fee of the property commonly known as **15 Mercer Street** located in the City of **Middletown**, County of **Orange**, State of **NEW YORK**, Section 28 Block 4 and Lot 7, which property is more fully described in a deed dated **11/06/2020** and recorded **11/16/2020** in **Liber 14842 Page 1873** in the Office of the Orange County Clerk (the "Property"); and,

WHEREAS, the Adjoining Owner is the owner in fee of property adjacent to the Property on the Property's **northerly** side, which property is commonly known as **16 Warren Street** located in the City of **Middletown**, County of **Orange**, State of **NEW YORK**, Section 28 Block 4 and Lot 12.1, which property is more fully described in a deed dated **07/16/2004** and recorded **08/30/2004** in **Liber 11598 Page 127** in the Office of the Orange County Clerk (the "Adjoining Property"); and,

WHEREAS, a description of the Property is attached hereto as Exhibit 'A' and made a part hereof; and,

WHEREAS, a description of the Adjoining Property is attached hereto as Exhibit 'B'; and,

WHEREAS, a survey of the Property prepared by **W.E. James Engineering and Surveying, PLLC**, dated **07/15/2024** depicts the common boundary line between the Property and the Adjoining Property on the Property's **northerly** side and on the Adjoining Property's **southerly** side (the "common boundary line"), and which survey also depicts the location of certain **PVC Fences** as being situated as much as **3.7 FEET**, more or less, **south** of the common boundary line. The survey is attached here to as Exhibit 'C' (the "Survey"); and,

WHEREAS, the parties now desire to acknowledge the erroneous placement of the **PVC Fences** and fix and definitively establish the common boundary line between the Property and the Adjoining Property owned by them respectively; and,

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration exchanged by each of the parties hereto, the receipt of which is acknowledged, the parties, for themselves, their successors and assigns, covenant and agree, as follows:

The true and correct common boundary line between the Property and the Adjoining Property is as shown on the Survey;

Owner and Adjoining Owner mutually acknowledge that the **PVC Fences** are situated as much as **3.7 FEET**, more or less, **south**, of the common boundary line;

Owner and Adjoining Owner mutually agree and covenant that they own only the land as described in their respective recorded deeds and make no claims against lands owned by the other.

The Adjoining Owner hereby remises, releases and quitclaims unto the Owner, its successors and assigns,

all of its right, title and interest in, and releases any claim of any nature whatsoever to, that specific portion of the Property, including the land on the Property located between the **PVC Fence in the rear of the premises**, which lies 3.3 feet south of the common boundary line at the easterly boundary line and 3.7 feet south of the common boundary line closer to the westerly boundary line, **and the common boundary line** ;

Owner and Adjoining Owner mutually agree and covenant that the **PVC Fences** may remain in their current location so long as same shall stand.

Owner and Adjoining Owner mutually agree and covenant that this Boundary Line Agreement shall run with the land and shall be binding on and inure to the benefit of the successors in interest of the parties and the parties agree to record this Boundary Line Agreement in the Office of the **ORANGE** County Clerk.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

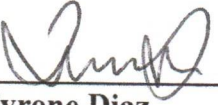
IN WITNESS WHEREOF, the parties have signed this agreement the 6 day of August, 2024.



Anthony Harden 8/6/24



Tajmah Riley 8/6/24

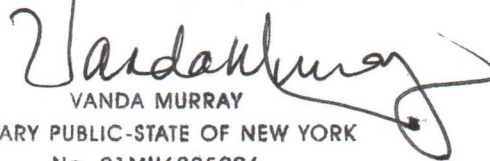


Tyrone Diaz 06 Aug 2024

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

State of New York)
County of Orange) ss.:

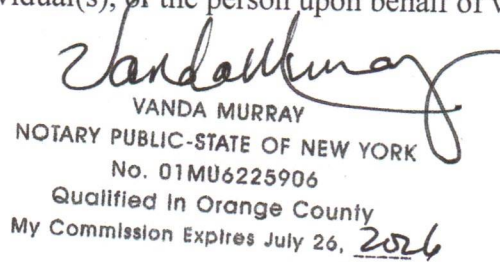
On the 6 day of August in the year 2024 before me, the undersigned, personally appeared Anthony Harden and Tajmah Riky., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, execute the instrument.


VANDA MURRAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6225906

State of New York)
County of Orange) ss.:

Qualified in Orange County
My Commission Expires July 26, 2026

On the 6 day of August in the year 2024 before me, the undersigned, personally appeared Tyrone Diaz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, execute the instrument.


VANDA MURRAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6225906
Qualified in Orange County
My Commission Expires July 26, 2026

DATE: 08/26/2024 TIME: 12:51:19
CITY OF MIDDLETOWN

Receipt # 20245510	
Trans # 563217	Batch: 77
SUBDIVISION-PLANNING	350.00
SUB TOTAL	350.00
TAX	.00
CHECK	350.00
AMT TENDERED	350.00
TOTAL	350.00
CHANGE	.00
CHECK #: 155	

TYRON DIAZ
REF NO: SUBD

THANK YOU!

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, April 15, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed 2 lot subdivision, resulting in a lot line change at 15 Mercer Street and 16 Warren Street.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed 2-lot subdivision.

The complete proposed application and map of the property for the 2-lot subdivision are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 04/10/25 & City Website



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 124-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

**RESOLUTION AND NOTICE OF DETERMINATION OF NON-SIGNIFICANCE
PURSUANT TO 6 NYCRR 617.10 for a 2-lot Subdivision at 20 1/2-30 Low Avenue- Front
and Rear**

**CITY OF MIDDLETOWN COMMON COUNCIL
RESOLUTION AND NOTICE OF DETERMINATION
OF NON-SIGNIFICANCE PURSUANT TO 6 NYCRR 617.10**

WHEREAS, the City of Middletown Common Council has been presented with a proposal for a 2-lot subdivision for property located at 20½-30 Low Avenue and 20½-30 Low Avenue Rear, Middletown, New York, known as Middletown tax parcels Section 17, Block 3, Lot 13, and Section 17, Block 3, Lot 14.22.

WHEREAS, the proposed subdivision constitutes an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA") regulations, and

WHEREAS, the Common Council is the only involved agency under SEQRA for this subdivision request, and

WHEREAS, the Common Council has received a Short Environmental Assessment Form describing this action, and

WHEREAS, the Common Council has identified the relevant areas of environmental concern and thoroughly considered the criteria for determining significance set forth at 6 NYCRR Part 617.7 (c).

NOW, THEREFORE, BE IT RESOLVED that the City of Middletown Common Council declares itself Lead Agency with respect to this subdivision request pursuant to 6 NYCRR § 617.6(b)(1), and be it

FURTHER RESOLVED that the Common Council, after reviewing the Application materials, including the Short EAF, hereby determines that the application is an Unlisted Action under SEQRA.

FURTHER RESOLVED that the Common Council hereby declares that the proposed action will not result in a significant adverse impact on the environment, and an environmental impact statement will not be prepared, and be it

FURTHER RESOLVED that this Negative Declaration is made pursuant to Article 8 of the Environmental Conservation Law.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	SEAF O& W
----	-----------

Short Environmental Assessment Form

Part 1 - Project Information

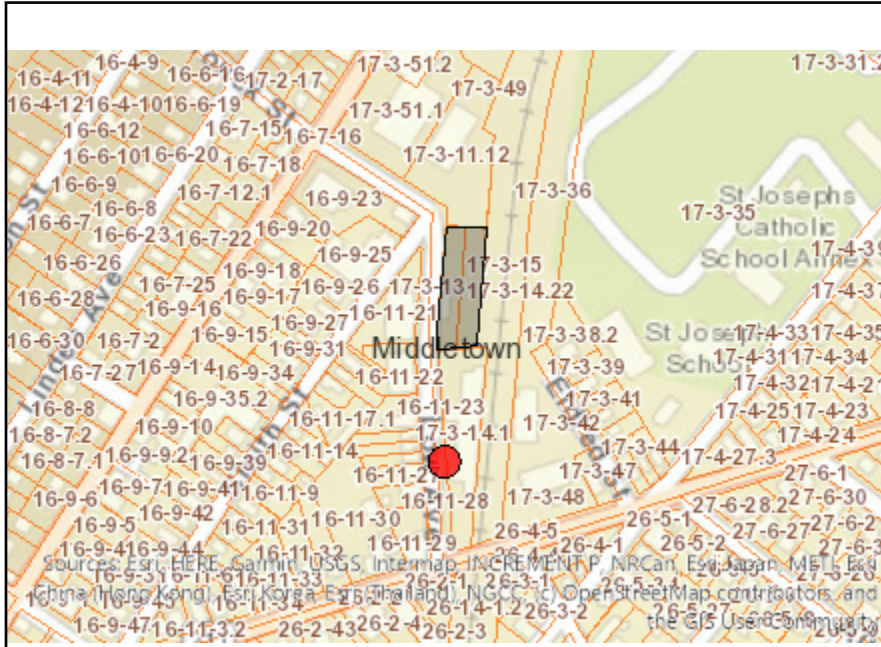
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Shifting Gears Holding LLC			
Name of Action or Project: O&W Properties Lot Line Change			
Project Location (describe, and attach a location map): 20 1/2 - 30 Low Avenue			
Brief Description of Proposed Action: The applicant is proposing a lot line change between two existing lots. Lot 13 will continue to be used as an equipment supply distributor and lot 14.22 will be used as parking to serve lot 13 and the adjoining O&W property tax lot #14.1.			
Name of Applicant or Sponsor: Shifting Gears Holding LLC		Telephone: 845-591-5440	
		E-Mail: lountnrest@frontiernet.net	
Address: 20 1/2 - 30 Low Avenue			
City/PO: Middletown		State: NY	Zip Code: 10940
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO ☒	YES ☐
3. a. Total acreage of the site of the proposed action?		0.63 acres	
b. Total acreage to be physically disturbed?		0.39 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.63 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☐ Commercial ☒ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):			
☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ The existing building on lot 13 is already connected to the public water supply, lot 14.22 will not have any water service _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ The existing building on lot 13 is already connected to the public sewer, lot 14.22 will not have any sewer _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☒	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 125-25

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

Approval of a 2 Lot Subdivision (Lot Line Change) 20 1/2 - 30 Low Avenue (Front/Rear)

WHEREAS, the applicant, City of Middletown, has presented the City of Middletown Common Council with a proposal for a 2-lot subdivision for a lot line change involving two properties located at 20½-30 Low Avenue and 20½-30 Low Avenue Rear, Middletown, New York, known as Middletown tax parcels Section 17, Block 3, Lot 13, and Section 17, Block 3, Lot 14.22.

WHEREAS, the owner of the subject properties, Shifting Gears Holding, LLC, has filed a written Owners Endorsement with the Common Council, authorizing the City of Middletown to make this application, and

WHEREAS, the purpose of the lot line change is to allow for the formation of a parking lot to serve the O&W project, and

WHEREAS, the Common Council has issued a Negative Declaration for SEQRA purposes

pursuant to Article 8 of the Environmental Conservation Law, and

WHEREAS, the applicant has complied with all applicable requirements for final subdivision approval, and

WHEREAS, a public hearing was held on April 15, 2025.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that final subdivision approval be and hereby is granted to the application to subdivide the properties located at tax parcels Section 17, Block 3, Lot 13, and Section 17, Block 3, Lot 14.22 as shown on a map entitled “Subdivision Plan” prepared by Fusco Engineering & Land Surveying, P.C., dated June 6, 2024, and filed in the Office of the Middletown Common Council Clerk, and

BE IT FURTHER RESOLVED by the Common Council that the applicant is directed to submit all necessary documents to the Office of the Orange County Clerk to file and record this subdivision within 60 days of this Resolution.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Notice of Public Hearing 20 and Half - 30 Low Avenue
2.	Sub Division Request Low Avenue
3.	O&W Subdivision Plan

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, April 15, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed 2 lot subdivision, resulting in a lot line change at 20 ½ -30 Low Avenue and 20 ½ -30 Low Avenue (Rear).

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed 2-lot subdivision.

The complete proposed application and map of the property for the 2-lot subdivision are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 04/10/25 & City Website



City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00

Number of Lots of the Subdivision 2 Current Zone I1

Section 17 Block 3 Lots 13 & 14.22

Address of Subject Property 20 1/2-30 Low Ave & 20 1/2-30 Low Ave Rear

Owner of Property Shifting Gears Holdings, LLC

Owner Address 20 1/2-30 Low Ave

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 845-591-5440

Email loumtnrest@frontiernet.net

Applicant Name City of Middletown

If different from Owner
Applicant Address 16 James Street

City Middletown State NY Zip 10940

Telephone: Home 845-341-4101 Cell: _____

Email mayor@middletown-ny.com

Minor (2-3 lots) <u>X</u>	\$250.00	Paid _____
Plus Escrow <u>X</u>	\$100.00	Paid _____
Major (over 3 lots) _____	\$500.00	Paid _____

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

RECEIVED
FEB 13 2025
CITY CLERK
CITY OF MIDDLETOWN

Proposed uses; List the number of proposed lots and uses, which are to be created by this subdivision if approved. Additional sheets may be attached if more space is required. The project consists of two existing lots, the applicant is proposing a lot line change. Lot 13 will continue to be used as an equipment supply distributor while lot 14.22 will be used as a parking lot to serve lot 13 and the adjoining O&W property tax lot parcel 14.1.

Zoning; In the space provided list all lots or areas which would require a re-zoning of any zoning district. List all factors dealing with the requested re-zoning. Additional sheets may be attached if more space is required.

N/A

Non Compliance of Zoning; In the space provided list all lots, which are not in compliance with the zoning regulations of the City of Middletown. Provide all information from the zoning ordinance in which the lot is non-compliant and the reasons therefore. Additional sheets may be attached if more space is required.

N/A

NOTE; if any of the new lots are non-compliant to the City of Middletown zoning code you may be required to apply to the ZBA for a variance.

A notarized letter from the property owner granting permission to seek the zone change or addition, if the applicant is not the owner, is required for all applications.

NOTE: As per SEQRA law a short form EAF will be required with all applications

Sign at the place indicated and print name

Signature of applicant

Print Name and title

Lou Franceschini

Date

1/23/25

TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

A fee of \$250.00 was collected on

Escrow Amount \$100.00 on

Signature of Clerk or Designee

Date



FROM THE OFFICE OF THE
CLERK OF THE
COMMON COUNCIL
John C. Naumchik
CITY OF MIDDLETOWN NY
WWW.MIDDLETOWN-NY.COM
Email: jnaumchik@middletown-ny.com

OWNERS ENDORSEMENT

COUNTY OF ORANGE
STATE OF NEW YORK

Lou Fracese being duly sworn, deposes and says that he/she resides

at 20 1/2-30 Low Ave, Middletown in the County of Orange and

State of New York and that he/she is the owner in fee or _____
OFFICIAL TITLE

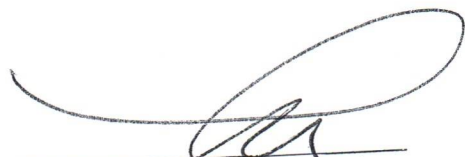
of the Shifting Gears Holdings, LLC Corporation which is the owner

in fee of the premises described in the forgoing application and that he/she has authorized

City of Middletown & Fusco Engineering to make the foregoing application for
approval as described herein.

Sworn before me this day of 20

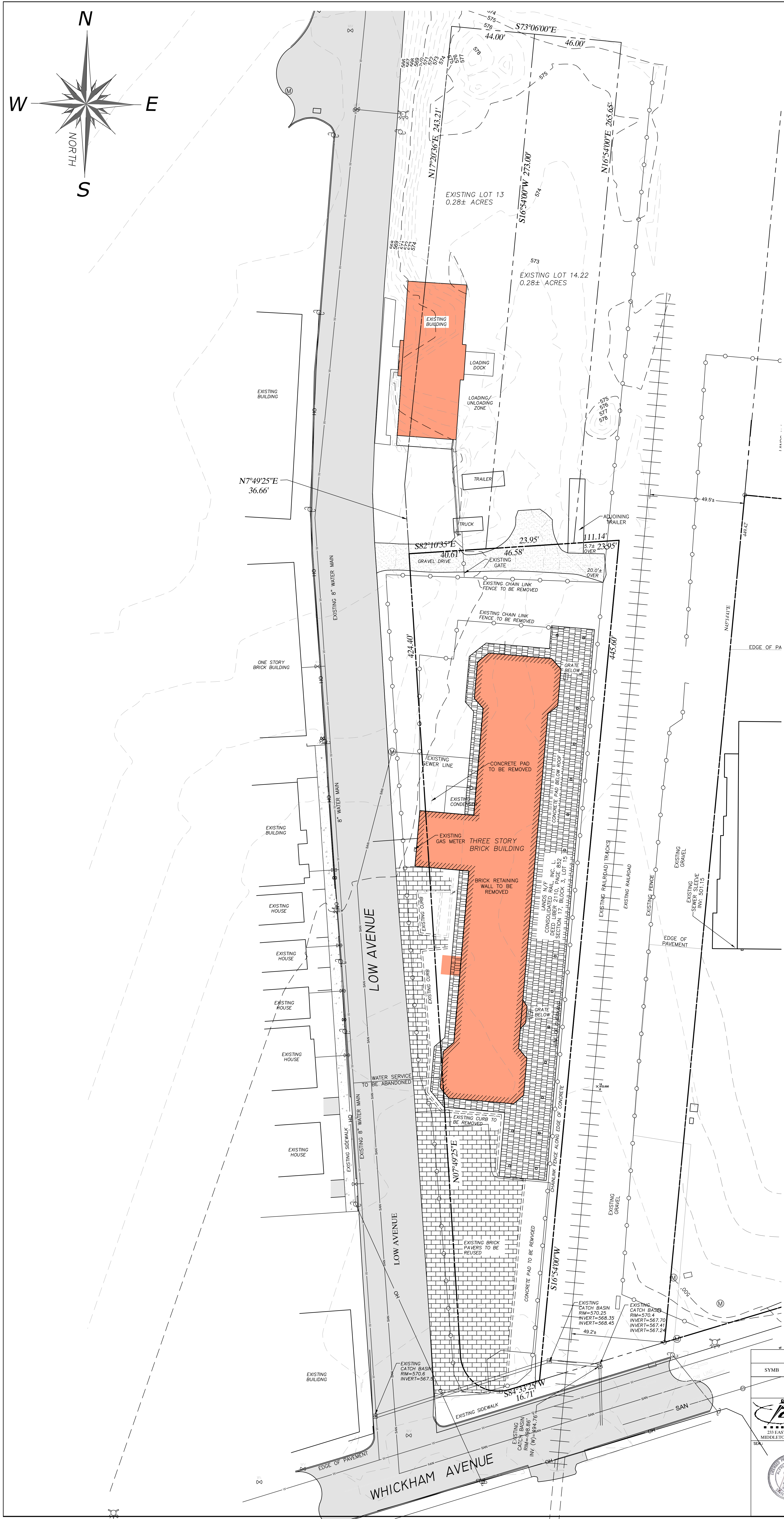
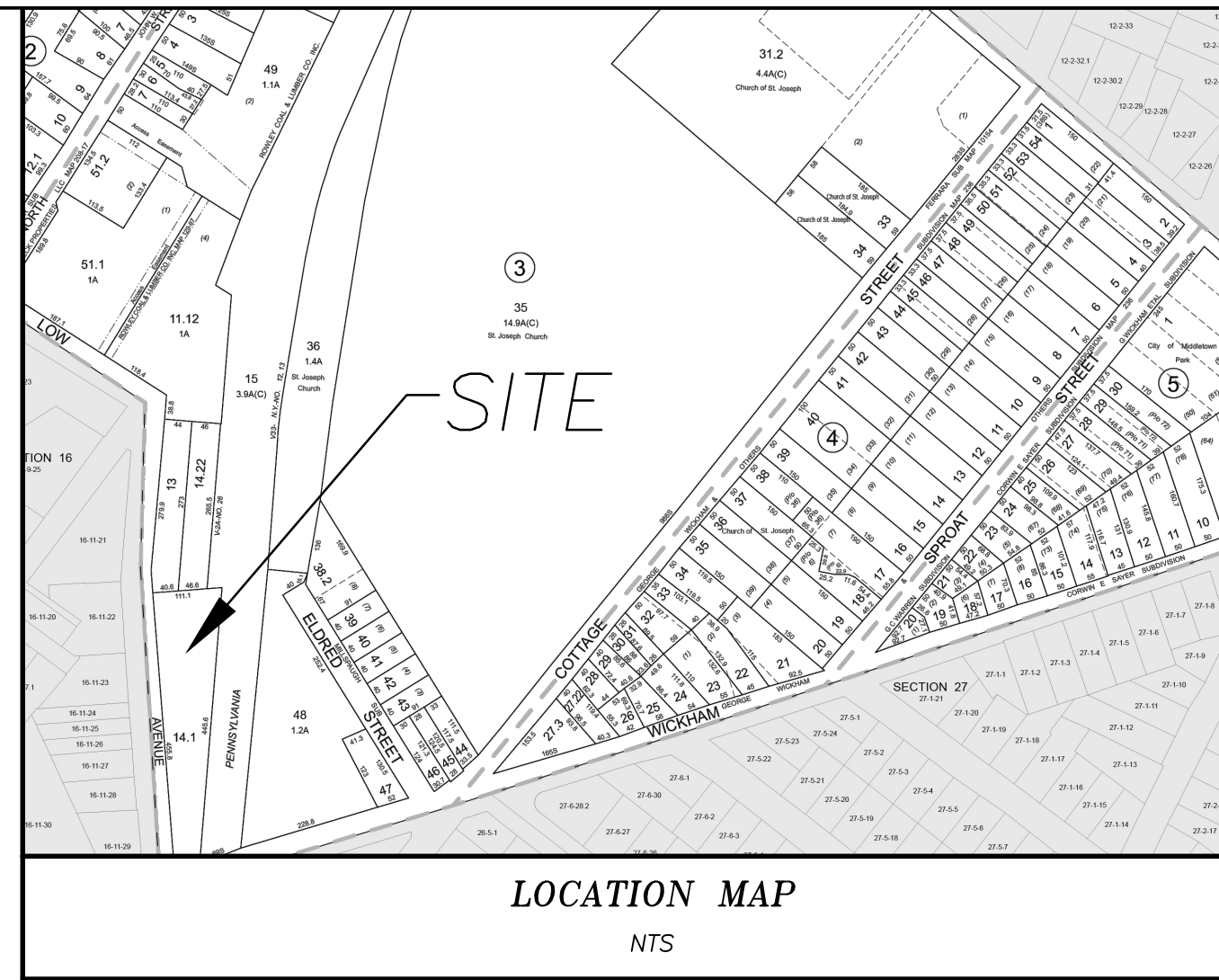
NOTARY PUBLIC

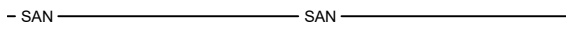
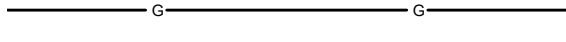
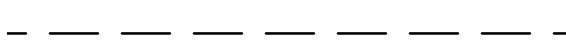
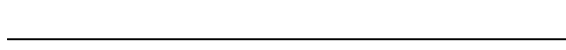
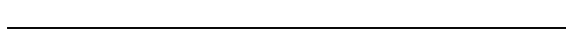
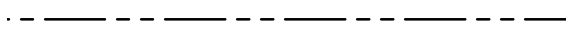
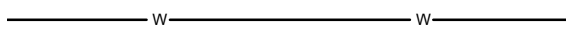


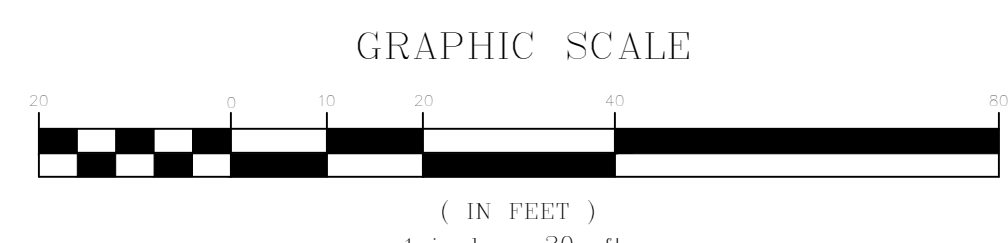
OWNERS SIGNATURE

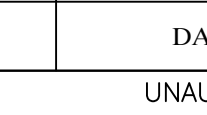
16 James Street
Middletown, NY 10940

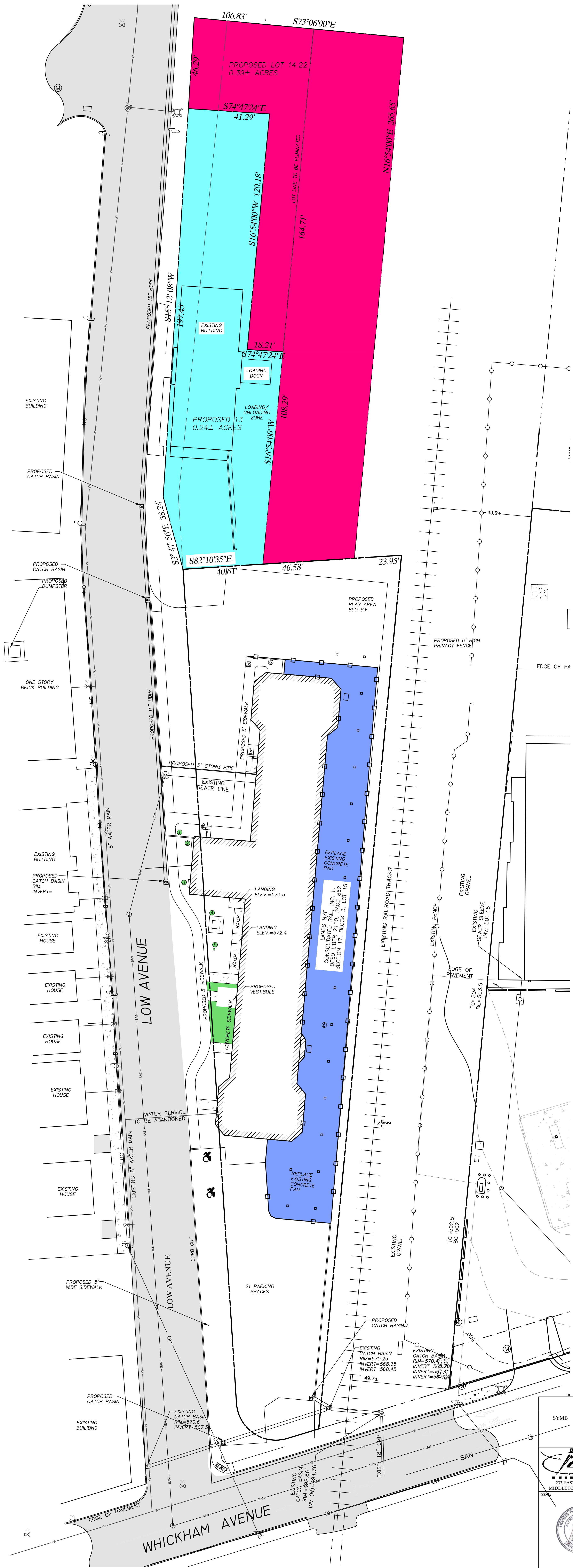
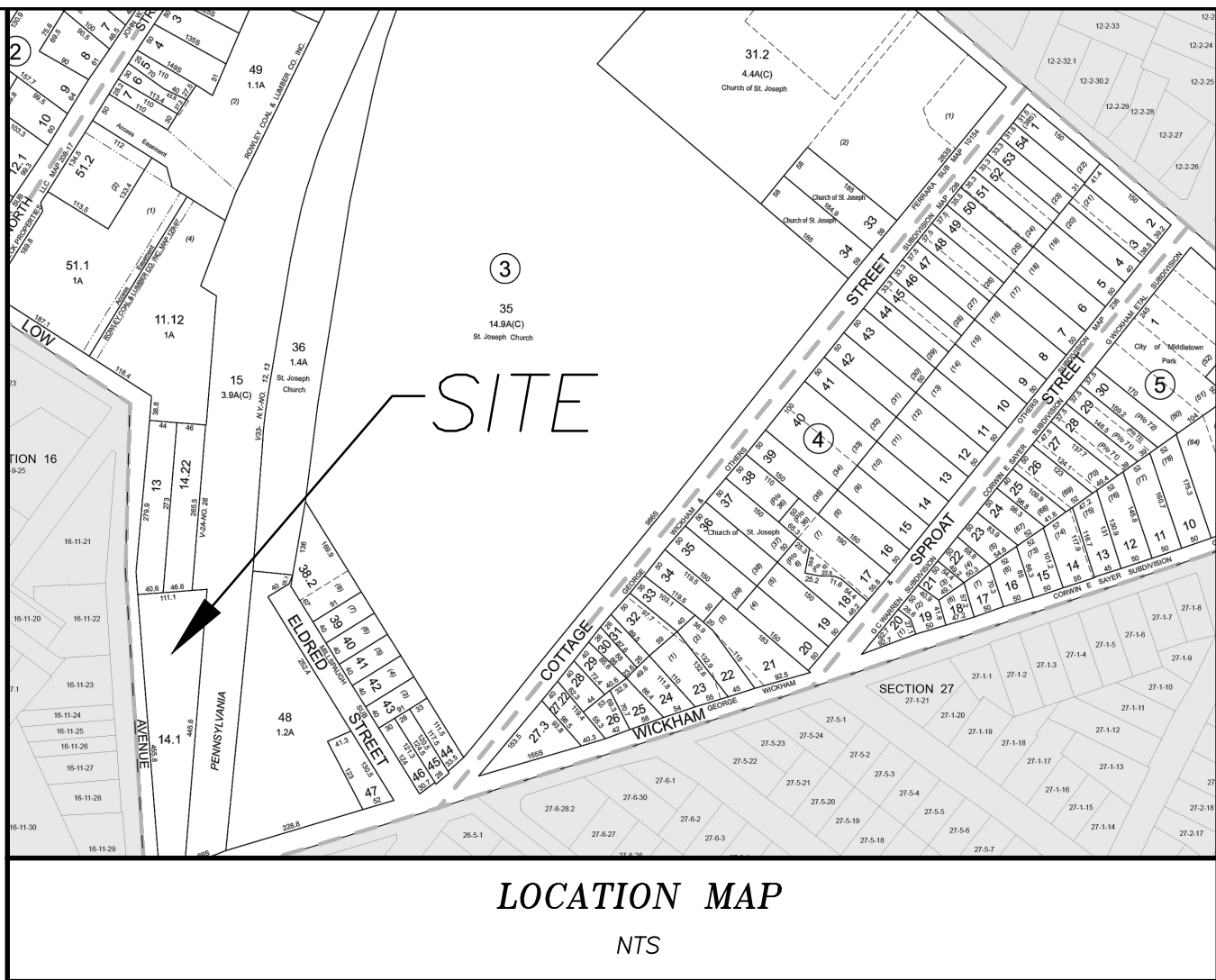
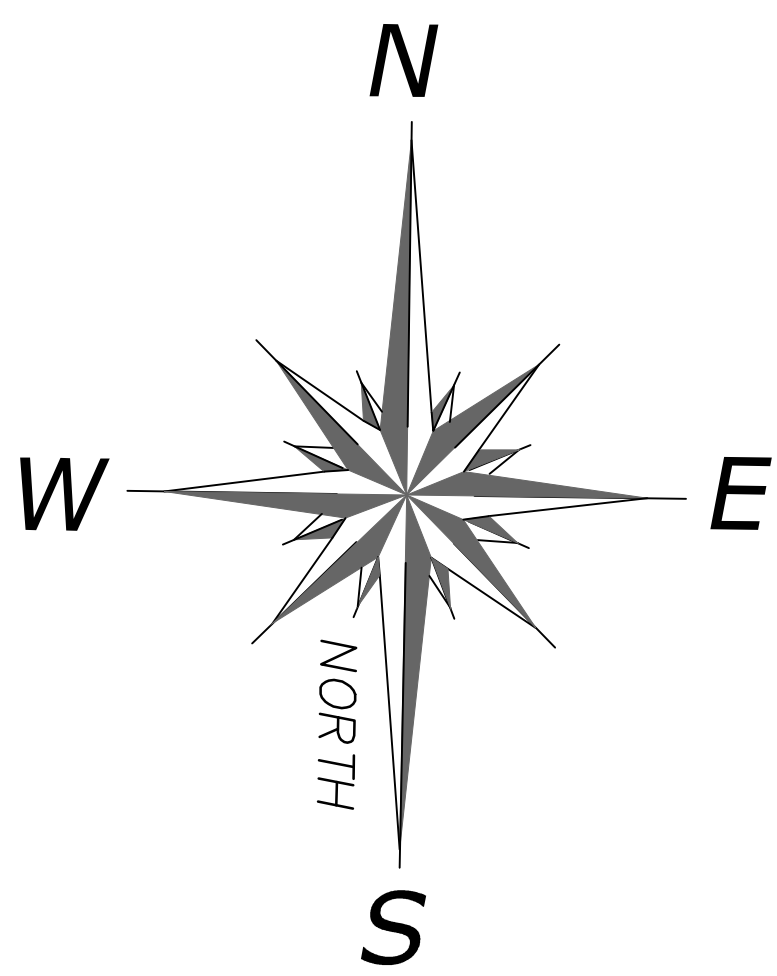
Phone 845-346-4168
Fax 845-344-5428



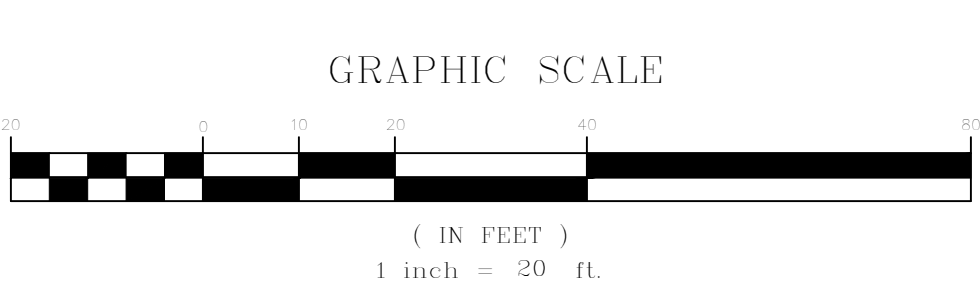
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	CONCRETE MONUMENT FOUND
	UTILITY POLE
	WATER VALVE
	HYDRANT
	GAS VALVE
	ELECTRIC METER
	GAS METER
	SANITARY MANHOLE
	MANHOLE
	WATER SHUTOFF VALVE
	CATCH BASIN
	LIGHT POLE
	PROPERTY LINE
	ADJOINER PROPERTY LINE
	EXISTING RAILROAD TRACK
	EXISTING CHAIN LINK FENCE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	EXISTING GAS LINE
	OVERHEAD UTILITIES
	DRAINAGE PIPE
	EXISTING GUIDE RAIL
	PROPOSED GUIDE RAIL
	PROPOSED SILT FENCE
	PROPOSED LIMITS OF CLEARING
	CONTOUR LINE MAJOR
	CONTOUR LINE MINOR
	MAJOR CONTOUR LINE PROPOSED
	MINOR CONTOUR LINE PROPOSED
	PROPOSED PRIVACY FENCE
	PROPOSED 6" WATER SERVICE
	PROPOSED TAPPING SLEEVE & VALVE
	PROPOSED WATER VALVE
	PROPOSED CATCH BASIN
	PROPOSED LANDSCAPE AREA



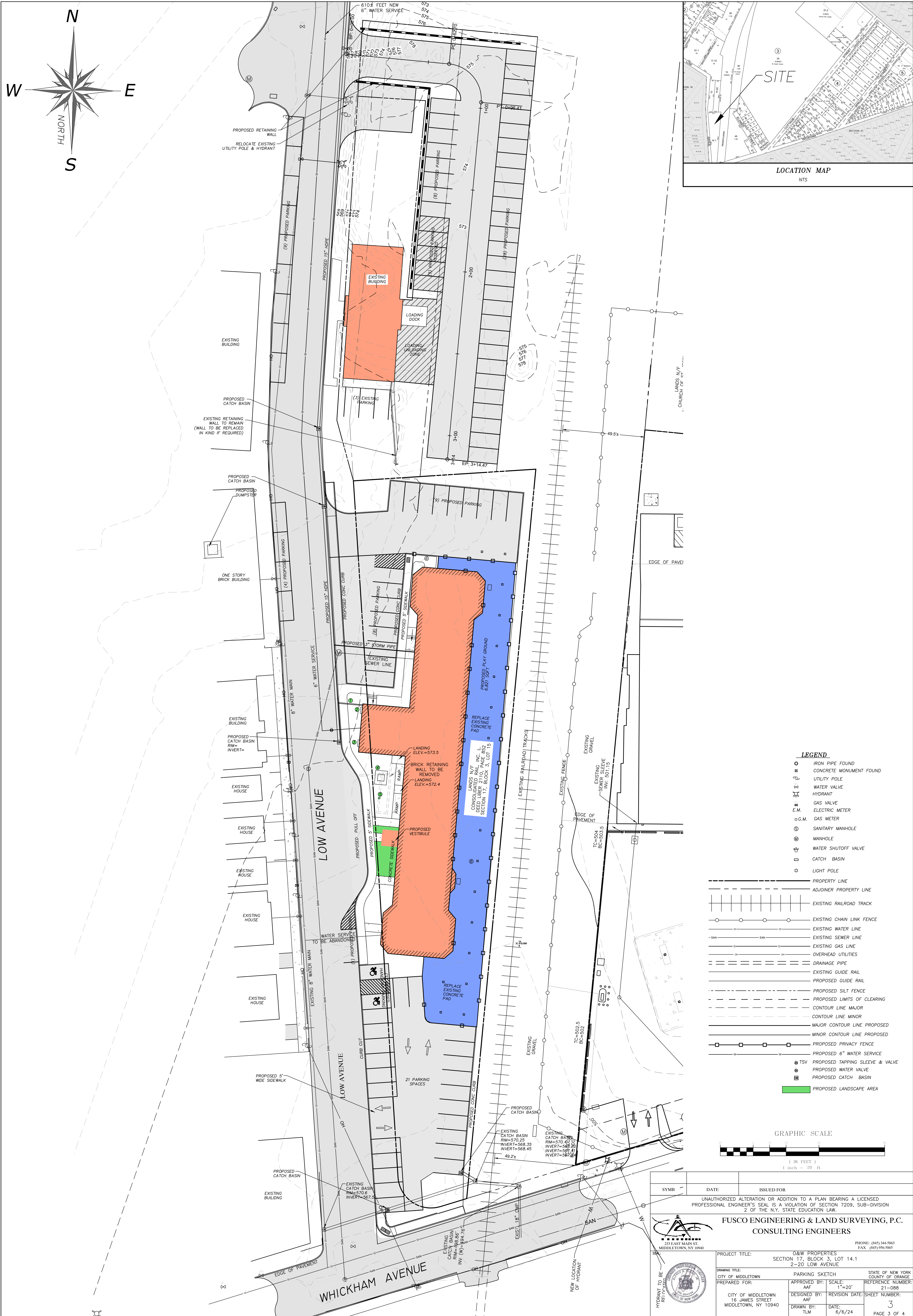
SYMB		DATE		ISSUED FOR	
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.					
					
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS					
SEAL: 		PROJECT TITLE: O&W PROPERTIES SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE		PHONE: (845) 544-5863 FAX: (845) 596-5865	
CITY OF MIDDLETOWN 235 EAST MAIN ST. MIDDLETOWN, NY 10940		DRAWING TITLE: CITY OF MIDDLETOWN PREPARED FOR:		PARKING SKETCH APPROVED BY: SCALE: AAF 1"=20' REFERENCE NUMBER: 21-088	
CITY OF MIDDLETOWN 16 JAMES STREET MIDDLETOWN, NY 10940		DESIGNED BY: REVISION DATE: AAF DRAWN BY: DATE: TLM 6/6/24		SHEET NUMBER: 1 PAGE 1 OF 4	



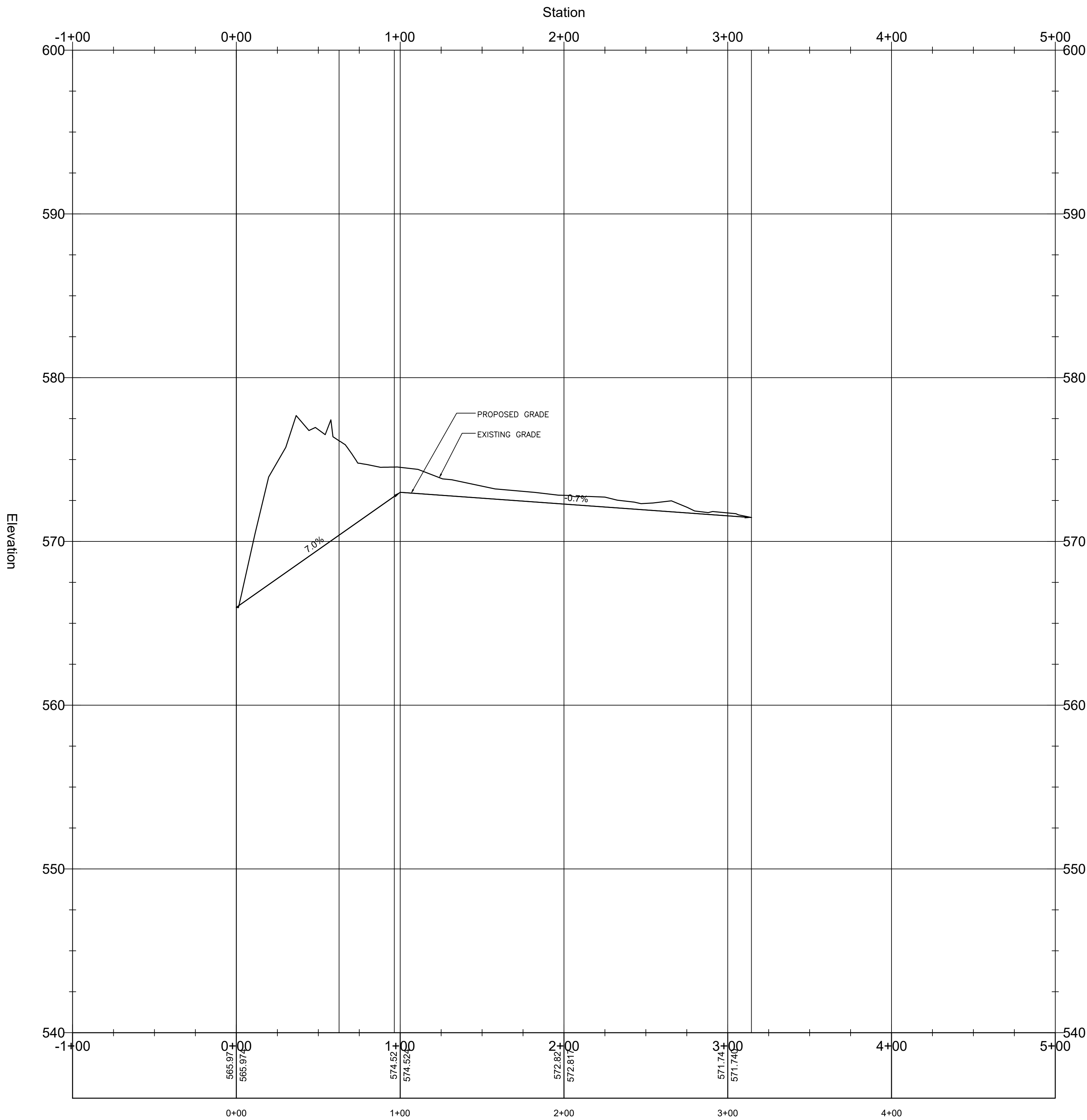
- LEGEND**
- IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - UTILITY POLE
 - WATER VALVE
 - HYDRANT
 - GAS VALVE
 - E.M. ELECTRIC METER
 - G.M. GAS METER
 - SANITARY MANHOLE
 - MANHOLE
 - WATER SHUTOFF VALVE
 - CATCH BASIN
 - LIGHT POLE
 - PROPERTY LINE
 - ADJOINER PROPERTY LINE
 - EXISTING RAILROAD TRACK
 - EXISTING CHAIN LINK FENCE
 - EXISTING WATER LINE
 - EXISTING SEWER LINE
 - EXISTING GAS LINE
 - OVERHEAD UTILITIES
 - DRAINAGE PIPE
 - EXISTING GUIDE RAIL
 - PROPOSED GUIDE RAIL
 - PROPOSED SILT FENCE
 - PROPOSED LIMITS OF CLEARING
 - CONTOUR LINE MAJOR
 - CONTOUR LINE MINOR
 - MAJOR CONTOUR LINE PROPOSED
 - MINOR CONTOUR LINE PROPOSED
 - PROPOSED PRIVACY FENCE
 - PROPOSED 6" WATER SERVICE
 - TSV PROPOSED TAPPING SLEEVE & VALVE
 - PROPOSED WATER VALVE
 - PROPOSED CATCH BASIN
 - PROPOSED LANDSCAPE AREA

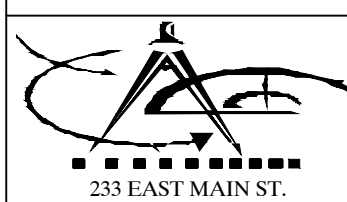


SYMB	DATE	ISSUED FOR
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.		
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS		
PROJECT TITLE: O&W PROPERTIES SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE		
DRAWING TITLE: SUBDIVISION PLAN	APPROVED BY: AAF	SCALE: 1"=20'
PREPARED FOR: CITY OF MIDDLETOWN 16 JAMES STREET MIDDLETOWN, NY 10940	DESIGNED BY: AAF	REVISION DATE: 6/6/24
SHEET NUMBER: 2		PAGE 2 OF 4



Alignment - (1) PROFILE



SYMB	DATE	ISSUED FOR		
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.				
 FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS 231 EAST MAIN ST. MIDDLETOWN, NY 10940 PHONE: (845) 344-5863 FAX: (845) 956-5865				
SEAL:	PROJECT TITLE: O&W PROPERTIES SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE			
	DRAWING TITLE: PROFILE			
	CITY OF MIDDLETOWN			
	APPROVED BY: AAF	SCALE: 1"=40'		
	DESIGNED BY: AAF	REVISION DATE: SHEET NUMBER: 4		
CITY OF MIDDLETOWN 16 JAMES STREET MIDDLETOWN, NY 10940		DRAWN BY: TLM	DATE: 6/6/24	REFERENCE NUMBER: 21-089
PAGE 4 OF 4				



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 15, 2025
Index No: 126-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Amend City Code to Remove 24 Minute Parking from Lake Avenue

BE IT RESOLVED; that the Common Council of the City of Middletown authorizes amending City Code Chapter 460-17- 24-Minute Parking, repealing such designation from Lake Avenue on the easterly side beginning at a point 88 feet northerly of Wickham Avenue, two parking spaces.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None