



COMMON COUNCIL MEETING
CITY OF MIDDLETOWN

March 18, 2025 Minutes
City Hall
16 James Street
Middletown, New York 10940

J. Miguel Rodrigues, President
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Paul Johnson
Ald. Gerald Kleiner
Ald. Sparrow Tobin
Ald. Kevin Witt
Ald. Kate Wray
Ald. Joseph Masi

ALSO PRESENT:

Richard McCormack, City Clerk
Joseph M. DeStefano, Mayor

P R O C E E D I N G S

PRESIDENT J. MIGUEL RODRIGUES: Going to correspondence.

CITY CLERK RICHARD MCCORMACK: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES: Public hearings and grievances.

CITY CLERK RICHARD MCCORMACK: We have a public hearing this evening on local law number 1 of 25, a written notice of defect. Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, March 18, 2025 on or as near as 7:30 p.m. as possible in the Common Council Chambers, 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 and the requirements for prior written notice of defects in light of the decision of the New York Court of Appeals in Calabresi v. the City of Albany 2024.

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

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

Do we have a motion to close?

ALDERMAN JOSEPH MASI: So, motion.

PRESIDENT J. MIGUEL RODRIGUES: Masi.

Seconded by?

ALDERMAN ANDREW GREEN: Second.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Green.

All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: 6.2.

CITY CLERK RICHARD MCCORMACK: 6.2.
Good evening. We still have a public hearing open on the Good Cause Eviction legislation. The public hearing has remained open for written comments from March 5, 2025.

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

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

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

PRESIDENT J. MIGUEL RODRIGUES: Okay.

Anyone from the public?

Any councilmen?

Do we have a motion to close the public hearing?

ALDERMAN JOSEPH MASI: I'll move.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Masi.

Do I have a second?

ALDERMAN KEVIN WITT: Second.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Witt?

All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: Remarks
of Aldermen.

Alderman Masi?

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

and that's what makes the City run.

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

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

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Witt?

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

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green?

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

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

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Kleiner?

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

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

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

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

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

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

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

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

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Wray?

ALDERMAN KATE WRAY: Good evening.

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

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

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

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Johnson?

ALDERMAN PAUL JOHNSON: Thank you.

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

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

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

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Yes.

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

Thank you so much, Mayor.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman McCormack?

CITY CLERK RICHARD MCCORMACK: Yes.

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

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

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

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

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

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

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

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

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Jean-Francois, seconded by Alderman Tobin.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Witt
authorizing to hire two part-time recreation
leaders for the senior center.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Witt, seconded
by Alderman Kleiner.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:
President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Witt
authorizing the acceptance of boxing equipment
donation from the Pratti family.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Witt, seconded

by Alderman Masi.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Green

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

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Green, seconded by Alderman Jean-Francois.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman
Kleiner authorizing the City to host a citywide
yard sale and waive associated fees.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner,
seconded by Alderman Tobin.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

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

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Wray, seconded
by Alderman Green.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Tobin
authorizing the approval of the 2024 fire
department LOSAP list.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Tobin, seconded
by Alderman Jean-Francois.

Any discussion?

ALDERMAN ANDREW GREEN: Yes.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green?

ALDERMAN ANDREW GREEN: Yeah. Just I
will be abstaining because I am on the list, so -
- thank you.

PRESIDENT J. MIGUEL RODRIGUES: Duly
noted.

Anyone else?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Abstain.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:
President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

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

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson, seconded by Alderman Wray.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi
authorizing an engagement letter with
BakerHostetler, LLP for tax credit counseling
services for the O & W Project.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi, seconded
by Alderman Kleiner.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

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

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Witt, seconded
by Alderman Tobin.

Any discussion?

Alderman Green?

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

PRESIDENT J. MIGUEL RODRIGUES: Run.

ALDERMAN ANDREW GREEN: That's it.

PRESIDENT J. MIGUEL RODRIGUES: Anyone

else?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Green
authorizing agreement with Raindrop for a Maple

Hill splash pad.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Green, seconded
by Alderman Kleiner.

Any discussion?

Vote.

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

PRESIDENT J. MIGUEL RODRIGUES: Is that
it?

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

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

Roll?

CITY CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CITY CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CITY CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CITY CLERK RICHARD MCCORMACK: Wray?

ALDERMAN KATE WRAY: Aye.

CITY CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CITY CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CITY CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CITY CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CITY CLERK RICHARD MCCORMACK:

President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CITY CLERK RICHARD MCCORMACK: Carries.

PRESIDENT J. MIGUEL RODRIGUES: Move

for adjournment?

ALL: Move.

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

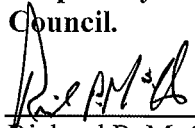


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

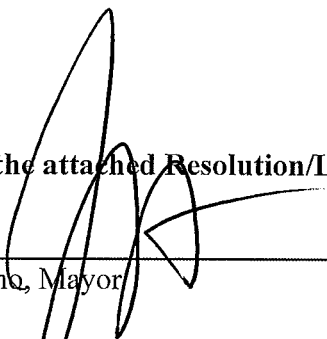
By: Alderman Green
Seconded by: Alderman Kleiner
Date of Adoption: March 18, 2025
Index No: 97-25

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.

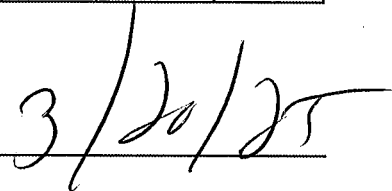

Richard P. McCormack
Clerk to the Common Council

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: RAELYNN 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>GIRT-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



Reference: 1877722
Project Name: MAPLE HILL POOL CONVERSION
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: _____

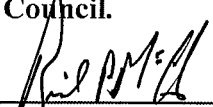


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

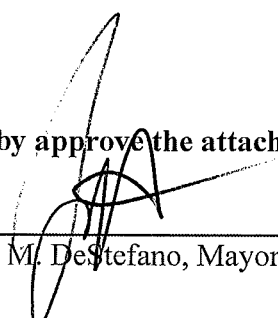
By: Alderman Masi
Seconded by: Alderman Johnson
Date of Adoption: March 18, 2025
Index No:

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.

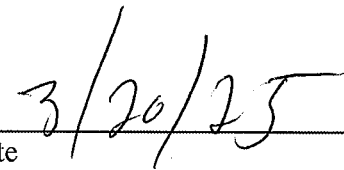

Richard P. McCormack
Clerk to the Common Council

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

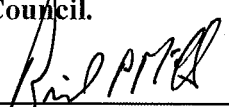


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

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

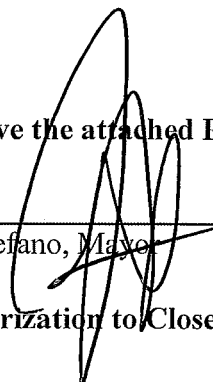
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.



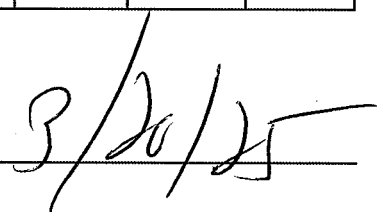
Richard P. McCormack
Clerk to the Common Council

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 

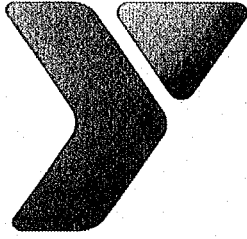
Authorization to Close Streets for the Annual Ruthie Dino-Marshall Run

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

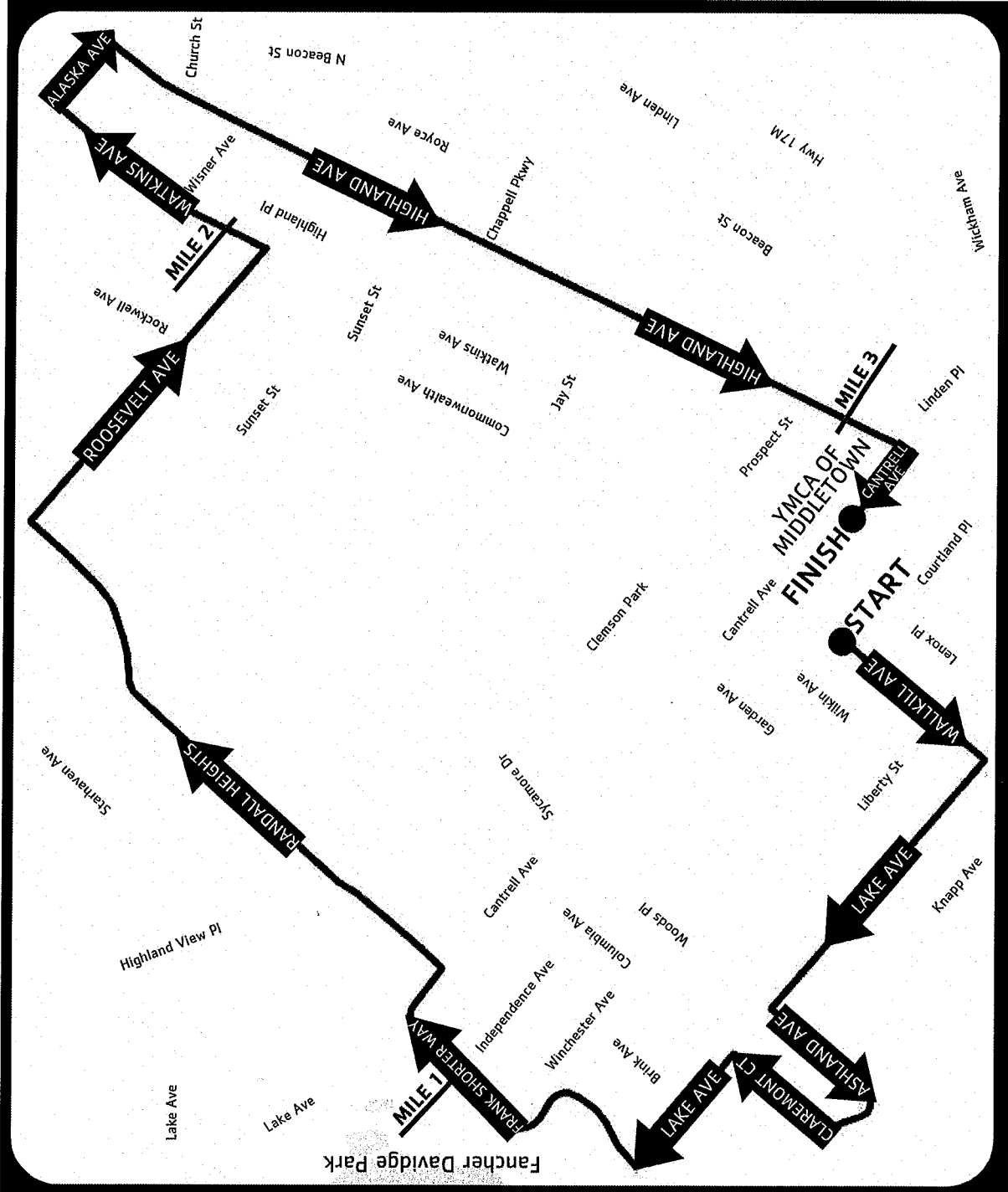
YMCA Wellness Director

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



Start on Wallkill 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



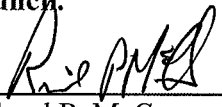


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

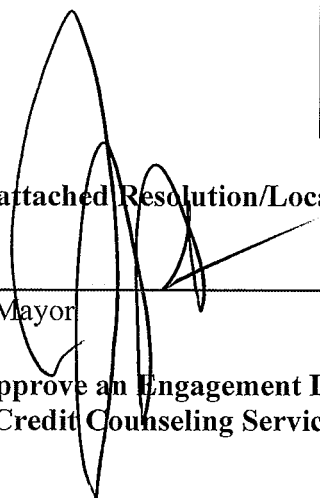
By: Alderman Masi
Seconded by: Alderman Kleiner
Date of Adoption: March 18, 2025
Index No: 95-25

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.

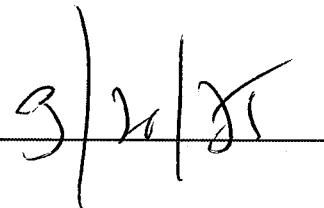

Richard P. McCormack
Clerk to the Common Council

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.

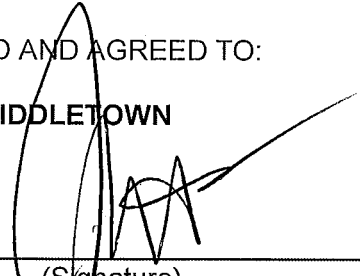
Sincerely,

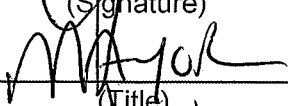
Nathan F. Ware
for
Baker & Hostetler LLP

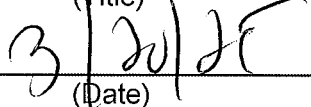
Attachment:
Standard Terms of Engagement

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.

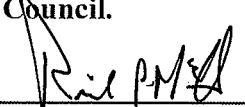


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

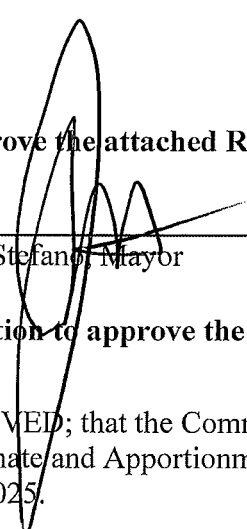
By: Alderman Johnson
Seconded by: Alderwoman Wray
Date of Adoption: March 18, 2025
Index No: 94-25

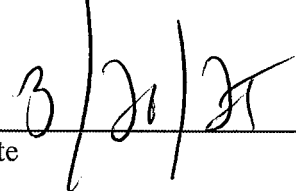
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


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
----	------------------

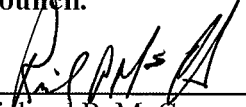


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

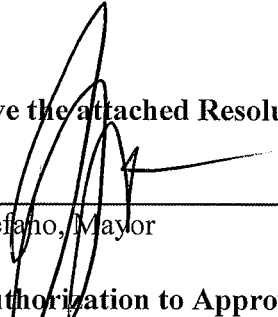
By: Alderman Tobin
Seconded by: Alderman Jean-Francois
Date of Adoption: March 18, 2025
Index No: 93-25

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 3/20/25

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
----	--------------------------

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.

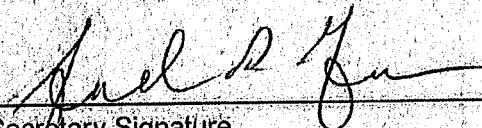
CERTIFICATION

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.



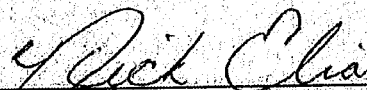
President Signature

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

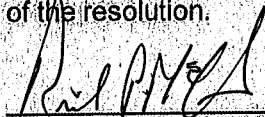
DEADLINE: May 1, 2025

INSTRUCTIONS

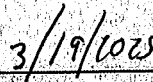
This form is to be signed by either the clerk (along with a copy of the certified resolution) or by all members of the City of Middletown governing board once the certified service listing has been reviewed and approved by the Board. Once this form has been completed, the entire Data Request Package 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

AUTHORIZATION (PINK)

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:

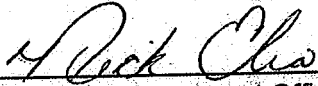
February 6, 2025

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		F	1	51		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		M	0				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.

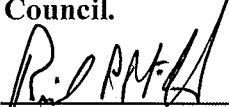


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

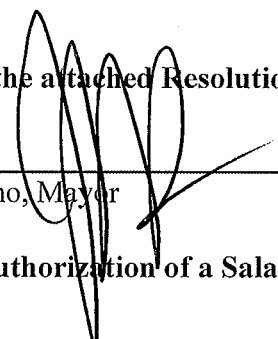
By: Alderwoman Wray
Seconded by: Alderman Green
Date of Adoption: March 18, 2025
Index No: 92-25

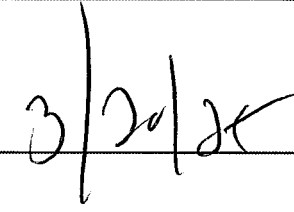
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


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

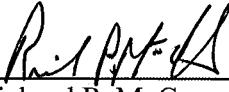


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

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

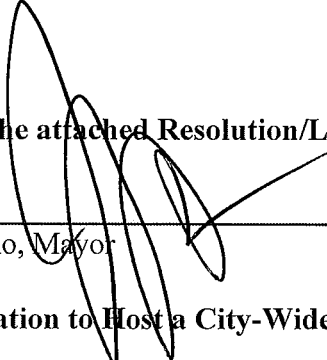
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.



Richard P. McCormack
Clerk to the Common Council

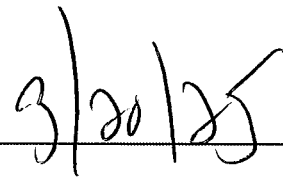
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

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

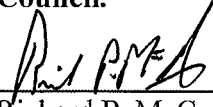


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

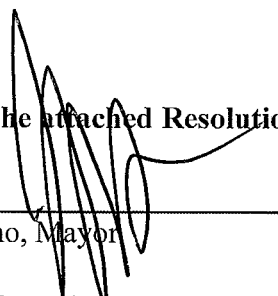
By: Alderman Green
Seconded by: Alderman Jean-Francois
Date of Adoption: March 18, 2025
Index No: 90-25

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.

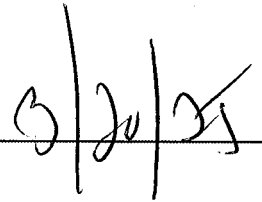

Richard P. McCormack
Clerk to the Common Council

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


3/20/25

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

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Harry F. Rotolo & Son Electric for Alarm Monitoring for the Recreation and Parks Building from April 1, 2025–March 31, 2026, for an annual fee of \$468.00.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Rotolo-001
----	------------

1. Middletown Parks & Recreation Dept. being owner/occupant (lessee) of hereby premises at 393 County Rte 78, Middletown, 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

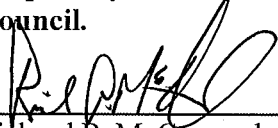


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

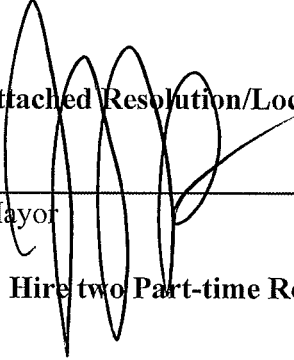
By: Alderman Witt
Seconded by: Alderman Kleiner
Date of Adoption: March 18, 2025
Index No: 88-25

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.

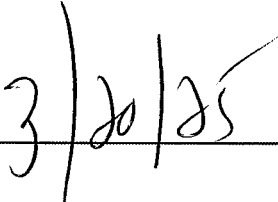

Richard P. McCormack
Clerk to the Common Council

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."

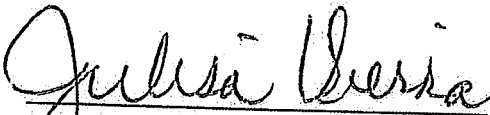
June 14, 2021

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 *JS*

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:

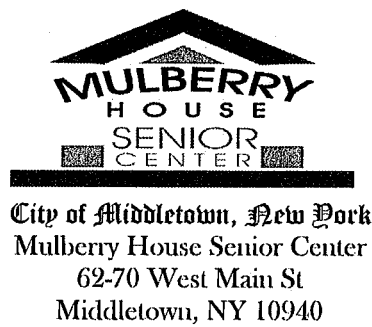
(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$45,235.34;

(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

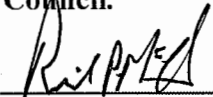


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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.

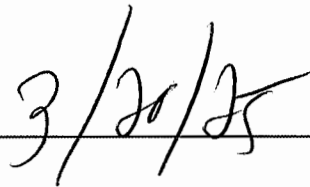

Richard P. McCormack
Clerk to the Common Council

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

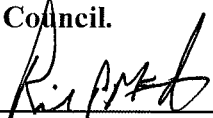


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

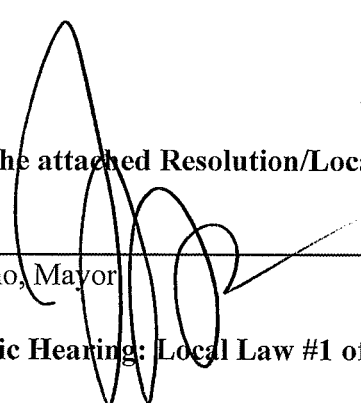
By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: March 18, 2025
Index No:

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.

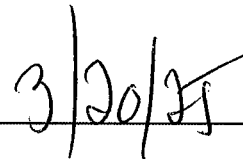

Richard P. McCormack
Clerk to the Common Council

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.

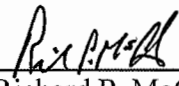


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

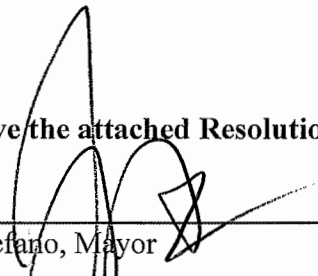
By: Alderman Masi
Seconded by: Alderman Green
Date of Adoption: March 18, 2025
Index No: 98-25

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