



COMMON COUNCIL MEETING
CITY OF MIDDLETOWN

April 15, 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

PRESIDENT J. MIGUEL RODRIGUES: Roll?

CLERK RICHARD MCCORMACK: Alderman

Tobin?

ALDERMAN SPARROW TOBIN: Here.

CLERK RICHARD MCCORMACK: Alderman

Jean-Francois? Alderman Johnson?

ALDERMAN PAUL JOHNSON: Here.

CLERK RICHARD MCCORMACK: Alderwoman

Wray?

ALDERWOMAN KATE WRAY: Here.

CLERK RICHARD MCCORMACK: Alderman

Kleiner?

ALDERMAN GERALD KLEINER: Here.

CLERK RICHARD MCCORMACK: Alderman

Green?

ALDERMAN ANDREW GREEN: Here.

CLERK RICHARD MCCORMACK: Alderman

Witt?

ALDERMAN KEVIN WITT: Here.

CLERK RICHARD MCCORMACK: Alderman

Masi?

ALDERMAN JOSEPH MASI: Here.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK RICHARD MCCORMACK: Quorum is present.

PRESIDENT J. MIGUEL RODRIGUES:
Approval of minutes?

CLERK RICHARD MCCORMACK: We have the minutes of March 18, 2025 please.

ALDERMAN JOSEPH MASI: So move.

PRESIDENT J. MIGUEL RODRIGUES: Motion by Alderman Masi.

ALDERMAN KEVIN WITT: Second.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Witt. All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: Aye.
Correspondence?

CLERK RICHARD MCCORMACK: We have a 30-day standard application for a liquor license from Resto Pa'm, 107 Academy Avenue, Middletown, New York.

PRESIDENT J. MIGUEL RODRIGUES: Over to the police department. All right. For the good of the city, anyone who would like to address the council please state forward. Do we have anybody signed up?

CLERK RICHARD MCCORMACK: Ms. Depew.

SUSAN DEPEW: Good evening, council.

My name is Susan Depew. Can you hear me?

PRESIDENT J. MIGUEL RODRIGUES: A
little bit down. There you go.

SUSAN DEPEW: My name is Susan Depew.
I live at 57 Prospect Street. As most of you can
remember from other years, every spring we get
together as a city and we clean up the litter
that other people have left. Hopefully this year
we'll have less litter to clean up, but I'm
inviting each and every person who lives in the
city, who visits the city, who's part of the city
in any way; students, teachers, parents, anybody
who would like to spend a few hours helping us
improve our city physically.

Middletown as become a very beautifully
transformed desirable community. All you need to
do is drive down any one of the streets that has
been enhanced by Middletown's positive movements
and you will see a city that's better than it was
a decade ago. For those of you who have moved
here, this is a wonderful city to grow up in, to
learn from, and to have your family become happy,
happier.

Anyway, in the meantime, the main

thoroughfare North Street has become the center of activity that is beautiful and desirable, and there are more things that you can find on North Street. I grew up in Middletown and it reminds me a lot of the Middletown that I had when I was a kid walking down the street. It is a safe place.

The community has not only enhanced its appeal physically, but it's enhanced its schools and the ability to enjoy things beyond the schools and your home. So we are asking everybody who can spend a few hours, one, two, three, or more hours. Join us at our new park. It is -- what's the name of our new park?

CLERK RICHARD MCCORMACK: Erie Way.

SUSAN DEPEW: Erie Way Park. Sorry. And we will don you with a new shirt. I understand we have a new color this year and you will have a new shirt and you'll be given grabbers and garbage bags and things that will help you pick things up without hurting yourself.

So please join us from 9 to 12 on Saturday the 26th and we will be very happy to have you. And I hope you enjoy the day and meet some of your neighbors again. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Thank you. Is that it?

CLERK RICHARD MCCORMACK: Mr. Gomez. Did you -- oh, I'm sorry. I misread. We're good. That's it.

PRESIDENT J. MIGUEL RODRIGUES: All right. Remarks of the mayor?

MAYOR JOSEPH DESTEFANO: Good evening. And that was not a paid commercial by Sue Depew. That was unsolicited, but we thank you for your kind remarks. And Sue has been around for a while, has been a fantastic business person in our community, and she knows progress when she sees it.

And she knows how to get people organized, and she certainly is doing a good job in that. We have a slide up about the -- coming up on the April 26th date.

But for now we're doing the -- talking about the City of Middletown Water Department. It is flushing water mains during the day right now from March 31st through May 2nd. We will -- the flushing will start and has started in the Second Ward on the 31st of March, will continue through and end on May 2nd in the Fourth Ward, of

course weather permitting.

Some night flushing may occur in certain locations and water may be discolored due to the flushing. We've been harping on this on our social media. At our meetings we're trying to make sure that people are aware of what's going on because we do not want you to wash your white clothes when we're flushing because it could cause discoloration.

So please check our website. Sign up for the civic alert and you certainly will become more aware of what's happening not only regarding the City of Middletown water flushing, but all city issues.

We're also beginning -- began on April 7th the City of Middletown collection of yard waste. And the yard waste is -- will begin on Monday or did begin on Monday, April 7th. Yard waste should be set out on Sunday evenings. And keep in mind it may not and probably will not be picked up on Monday.

So just leave it out. Unlike garbage, you leave it out until it is picked up. The DPW does their best to get around to all the -- each ward, but it -- you need to leave it out until it

does get picked up.

Also, if you want to, you can bring it to the -- and this is available for Middletown residents only, to the yard waste and recyclable center on Monhagen Avenue, which is open from 7 a.m. to 3 p.m.

We're also going to be hosting the electronics drop off on May 24th on Saturday at 76 Monhagen Avenue, which is a DPW garage. It's a limit of five devices per household. If you have an air conditioning unit, try to get rid of the freon. Have the freon removed before that because there will be a fee for the freon. Otherwise the items are at no charge.

But keep in mind that this is Middletown residents only. We ask people not to take in their surrounding neighborhoods' or surrounding communities' electronic devices. This cost the city to dispose of these items.

And one complaint that I have received from a few people is why Memorial Day weekend. And we have to do this when the company is available to accept our goods here. So we'll do our best next year not to do it on Memorial Day weekend, but really it's based on availability of

the vendor.

Yesterday we had a great announcement. Along with Congressman Ryan, Senator James Skoufis, Assemblywoman Kay we were joined by representatives of Middletown Housing Authority. And the Middletown Housing Authority Board represented by Debbie Mills and the chairperson -- who was chairperson and the Executive Director Toni Keys.

A lot of the aldermen were there. A lot of neighbors were there. As you can see in the picture, we did have a large group of people that -- in the photo, but there was just as large of a group there that was supporting what we were proposing.

And this is a great project for the city. As you know, affordable housing is probably the number one issue in our community. And you know, we are talking about good cause and ways to approach good cause. But good cause is how to possibly keep housing more affordable. It's not really affordable. It deals with increases going forward.

But the only way to create more affordable housing is to build inventory. And we

had this opportunity with RUPCO and partnership with the Middletown Housing Authority and the developer Edgemere Development to add 100 units to the Middletown Housing Authority inventory. This is key for our community. The City's participation will have to be in the form of a payment in lieu of taxes.

The agreement will mirror what the housing authority pays now. As you know, there are some taxes that are paid, but it's at a much more smaller number than an average apartment house would be. So that's called the Pilot.

The other portion of the City participation is the donation of 1.1 acres of property that is contiguous to the Housing Authority property on Sweezy Avenue. This property was acquired by the City about 20 years ago for about \$5,000 so there's no significant burden on the City.

But is an important use of the property. We -- you know, what better use than to include it into this project? They then will use this property for the community garden that they received a \$50,000 grant from, Senator Skoufis' office, and they will -- additional

recreational possibilities on this nice piece of property.

But also they then will open up the back of the property for the construction of 50 units at Summit Field and also an additional 50 unit at David Moore Heights. This is not a direct city project. This is a Middletown Housing Authority project with city participation, and I want to make that clear.

Because you're going to hear the next number is \$50 million. So this project will be financed through the tax-exempt bonds issued by New York State, tax credit financing similar to what we're doing with the ONW. But rather than historic tax credits, it's affordable housing or low-income housing tax credits.

The New York Housing Finance Agency will be issuing low-interest loans to the developer, and that's what makes the project work. If you do the math, \$50 million on 100 units you think is 500,000 a unit. But that's a little bit misleading because the 199 units that are existing in the Middletown Housing Authority inventory between Summit Field and David Moore Heights will all be totally renovated.

And that was really exciting to the existing tenants at the facility. And so this is a total of \$50 million this project, and we look forward to moving forward with the Middletown Housing Authority. I expect that we will have a resolution in the next -- probably the next month or two or next meeting that will be prepared and presented to you, both the payment in lieu of taxes and the transfer of the property. Mr. Masi?

ALDERMAN JOSEPH MASI: Mr. Mayor, I hate to interrupt you, but I just got a text from County Legislator 154 who is putting out there that this is nothing more than a political stunt, and that it's not going to help anyone whatsoever. Could you answer that please?

MAYOR JOSEPH DESTEFANO: Well, it's a stupid comment.

ALDERMAN JOSEPH MASI: Well, I agree.

MAYOR JOSEPH DESTEFANO: I think you're referring to Mr. Sierra.

ALDERMAN JOSEPH MASI: Mr. Sierra is -- goes to 154 meetings.

MAYOR JOSEPH DESTEFANO: It's difficult to politicize meetings, but we have been working

with the housing authority. When you insult people with that kind of comment sending -- and he sent it directly to you?

ALDERMAN JOSEPH MASI: No, it's on his page.

MAYOR JOSEPH DESTEFANO: It's always on his page.

ALDERMAN JOSEPH MASI: Someone copied it.

MAYOR JOSEPH DESTEFANO: It's unfortunate that he would make that kind of comment. These are -- people like him probably made the same comment when the 199 units were constructed back in the late 50s and in the 60s.

ALDERMAN JOSEPH MASI: He's claiming you just want the black and brown vote and that's the only reason you're involved in this.

MAYOR JOSEPH DESTEFANO: Of course. Well, I'll let Mr. Sierra answer to the people at the Middletown Housing Authority and continue with my discussion on the people that are in this photo: the Congressman's Office, the State Senator's Office, the Assemblywoman's Office. More importantly than the elected officials that were there are the tenants.

Sheila Dunlop, the tenants' representative, the number of tenants that were there yesterday, it's an insult to General McLeod, who has been almost a 50-year member, volunteer member of the Middletown Housing Authority; Greg Cortez, I believe a 35-year volunteer member of the Middletown Housing Authority. And this is work that they have done. They have put together these projects, these proposals, and we're playing a role in this as a city.

And of course myself, I've had meeting with Debbie Mills the chairperson of the board of directors. And I think it's insulting to not only them, but it's insulting to the people that are in this community. Because we are one of the few communities that do address the needs of affordable housing and we're not just words.

We're looking at projects such as the -- this, the existing Middletown Housing Authority with David Moore, Summit Field, and now this expansion. We look at Tall Oaks. We look at the old College Hill Apartments. We look at the Mill Project on Mill Street. All of these projects lead us to be probably the leader in

affordable housing in our -- in the Hudson Valley, especially when you consider per capita.

So it's not only insulting, it's stupid. And stupid can be stupid all he wants. But we're going to move ahead with this project. It's a \$50 million investment in people in our community. It's 100 new units. It's 199 renovated units. And I'm glad to know that if he was successful in this race in June, does that mean he would kill this project?

ALDERMAN JOSEPH MASI: (Indiscernible).

MAYOR JOSEPH DESTEFANO: Because this project is moving forward with or without Mr. Sierra. And -- but again, they're insulting comments and I will move on from it now.

ALDERMAN JOSEPH MASI: Thank you.

MAYOR JOSEPH DESTEFANO: So thank you for --

ALDERMAN PAUL JOHNSON: Mr. President, just a couple of questions.

PRESIDENT J. MIGUEL RODRIGUES: Sure.

ALDERMAN PAUL JOHNSON: With respect to that sidebar, it's ironic that as you were clarifying that it's a Middletown Housing Authority project we're getting this comment.

But I'm not sure it even is worthy of remark, but nonetheless, with respect to taxes and the pilot --

MAYOR JOSEPH DESTEFANO: Yes.

ALDERMAN PAUL JOHNSON: -- these properties, do they pay full-level taxes, or how does it work?

MAYOR JOSEPH DESTEFANO: No. No, they do not pay full-level. They average much less than a normal apartment development. That is the advantage -- one of the advantages to a developer coming in and making this \$50 million investment. So there is a -- it's not a direct cost, but there's an indirect cost to the community.

And that's why the State will issue tax-exempt bonds. That's why the City of Middletown as a pro-housing community, which is a designation that you have to apply for, you've got to prove your commitment to providing not only affordable housing but additional housing in general.

It's a cumbersome process application that was started by Governor Hochul about a year or two ago. And we did receive that designation based on our actions, based on projects that I

have mentioned before like the Mill Street project --

ALDERMAN PAUL JOHNSON: And long ago was that, Your Honor?

MAYOR JOSEPH DESTEFANO: This was within the last year or two --

ALDERMAN PAUL JOHNSON: Mm-hmm.

MAYOR JOSEPH DESTEFANO: -- of this designation. This project here will also allow us to maintain that designation, and the designation of a pro-housing community opens the door in scoring for additional state grants.

So for example, if a DRI competition, which is now by the way reopened to communities like Middletown that were previous winners, next year when we apply for the DRI grant, once again, the Downtown Revitalization Grant, the \$10 million, I guess that wasn't real either.

When we reapplied for that grant, this designation of being a pro-housing community will elevate us on the scoring chart compared to other communities who are applying that don't have that designation. It's very significant. It's not just words. It's an important title to -- designation to have from the State of New York.

And Maria Bruni's office did work on this with my office and we did receive a designation. This will move forward. But we're not only doing it for the designation. We're doing it because the designation will help us as we move forward, but we're doing it because we care about the 199 people, families, that are living at David Moore Heights and Summit Field. And we also care about providing some affordable housing, true affordable housing, for the 100 families that will be moving into these one- and two-bedroom apartments. So the opposition can cry and scream and --

ALDERMAN PAUL JOHNSON: Well, whatever.

MAYOR JOSEPH DESTEFANO: -- do everything they want. It's -- as I said, you can't beat stupid. You can only tell people really what's going on. I'm sure the people that are involved in the project will have a response to this at some point that it is real. It's not imaginary. It's not made up. And I think it's insulting to black and brown community to make a comment like that.

MAN 1: Mr. Mayor, isn't it --

ALDERMAN JOSEPH MASI: Here's another

--

MAN 1: -- isn't it another IDA pilot?

MAYOR JOSEPH DESTEFANO: No, this -- IDA's have pilots, but they're not structured on -- this is not an IDA pilot. This will be -- IDA may be ultimately the mechanism we use, but there's no IDA financing. This is strictly private financing, state financing, tax-exempt bonds, not city commitment. And there's no city money involved in this whatsoever other than a benefit of being -- have a payment in lieu of taxes that will be a reduced amount.

MAN 1: Thank you.

ALDERMAN PAUL JOHNSON: Do you have any knowledge of the details of the pilot or are you not privy to that?

MAYOR JOSEPH DESTEFANO: I don't have it off the top of my head, but --

ALDERMAN PAUL JOHNSON: Okay.

MAYOR JOSEPH DESTEFANO: -- it's similar to what we have in place now. That has been the request that has been forwarded to me. I did have a brief conversation today with one of the people involved in the project and asked them to forward to us their pilot request.

ALDERMAN PAUL JOHNSON: I see.

MAYOR JOSEPH DESTEFANO: And -- but my understanding is it's going to be similar to what is in place right now. The City has voted on this several times because they are renewable after -- when they refinance. I think it was maybe 17 years ago or 18 years ago that they did a renovation of some of the units so they required -- if -- maybe not everyone's familiar with it, but originally the housing authority was strictly a city -- an agency of the city where the city was responsible for all deficits in the housing authority.

And that was going back to the way the State financed these projects back in the 50s. The New York City like Mitchell-Lama housing. There were a whole bunch of different housing programs that were created back then. The one that Middletown chose to get into in the 50s had a set subsidy. That's -- I think it was like 160 something thousand dollars a year.

So the first 20 or 30 years of the housing authority they operated in a surplus because they were getting this extra money --

ALDERMAN PAUL JOHNSON: Right.

MAYOR JOSEPH DESTEFANO: -- plus the rents, and they were operating it. And -- but then the project started to go underwater. And you saw a deterioration of the facility because they could not make the investment required on the property and they couldn't pay their bills. And the one bill that they couldn't pay was the water and sewer bill to the City of Middletown for these 200 families.

So the city and the developer worked out a deal with New York State because New York State had to change this model. This model was not working with a frozen subsidy and they allowed investors to come in like Edgemere come in and purchase the properties with a commitment that they would remain -- would be remaining to be affordable housing under New York State housing guidelines.

The affordable housing component had to stay in place, but New York then opened the doors for additional funding, which, as you see in this proposed project, in the Mill project, and even Southeast Towers, I wonder if that's phony too, that all these projects are done with state financing. They are not done because a developer

is putting up their private money and going to charge, you know, 30 percent of somebody's income. That's just not how the real world works.

The -- they're going to, as you can see with private landlords, if you're putting up your money, you're going to maximize your return. These properties are regulated by New York State. So we are not only getting the 100 additional regulated units, but we're going to renovate the 199 that are currently there.

So we -- we're excited about the project. I guess Mr. Sierra's not. But we are. And I think when you see the full picture -- and I want to thank all of you who attended yesterday -- that this is a hot project for the city. And I think many communities should be mirroring what we're doing here and maybe we'll make a dent into affordable housing.

ALDERMAN PAUL JOHNSON: And a couple of others. I just want to be clear. MHA initiated this project or you did?

MAYOR JOSEPH DESTEFANO: No, it's discussions, ongoing discussions. Hey, would the City support this? How do we do that? You know,

going back many, many years, you know, we've had some discussions on how to move ahead --

ALDERMAN PAUL JOHNSON: Right.

MAYOR JOSEPH DESTEFANO: -- on certain types of projects. And we work very closely with Debbie Mills --

ALDERMAN PAUL JOHNSON: Mm-hmm.

MAYOR JOSEPH DESTEFANO: -- again, a volunteer on the board who's the chairman of the board or chairperson of the board, and other members of the board, and Toni Keys, their executive director. These are -- they begin as discussions.

You then talk to your state representatives. You talk to your congressmen to see if there's any federal opportunities out there. You go to Washington. You go to Albany. You talk to Assemblywoman Paula Kay and say, hey, is this a doable thing? Is this a real thing?

You put the packages together with the -- all the work or 90 percent of the work is done by the housing authority. And that's why the comment is so insulting.

ALDERMAN PAUL JOHNSON: Right.

MAYOR JOSEPH DESTEFANO: It's done by

them. Advice to us in the city. We do what we can. And as you say, we're playing a role that is integral to the viability of the project with the payment in lieu of taxes. If we don't approve of the payment in lieu of taxes, I doubt very much that this project will go forward.

ALDERMAN PAUL JOHNSON: Right.

MAYOR JOSEPH DESTEFANO: So that's our role. Our role is not to kill it. But as for the leg work and all of the hard work, that is the Middletown Housing Authority, their executive director, their staff, RUPCO, who has a great reputation, and Ulster County for doing these types of projects. Edgemere, the developer who has done a fantastic job from what I've seen.

And the feedback that I'm getting from tenants at both facilities, especially tenants who have been there long term, are saying how much better the facility is run. The improvements that are made, the maintenance that is done, the daily maintenance, the long-term maintenance.

So all of these things play a -- now, if they came in and said this place was not being run adequately, we would say, hey, before we

would sign onto something, we would want to look at the possibility of changing the principals. Because giving you money is not going to just solve the problem. So they have a good track record. I know I've walked and knocked on doors there as you and Kate have --

ALDERMAN PAUL JOHNSON: Mm-hmm.

MAYOR JOSEPH DESTEFANO: -- in the past and recently and then others. And the feedback from the residents -- and that's who I listen to, the residents, not Mr. Sierra, the residents is that they do a good job. And the feedback yesterday from the tenants was that we're looking forward to this. We have confidence in the Middletown Housing Authority and the job they're doing.

And please, we're thankful that you're doing this. We appreciate it. And it's not only for like -- the one lady I think was in -- probably in her mid-70s --

ALDERMAN PAUL JOHNSON: Mm-hmm.

MAYOR JOSEPH DESTEFANO: -- to late 70s, and she said that I know this isn't for me. This is for other people who were like me maybe 20 years ago that couldn't afford to stay in her

community. Now I can live in my community that I grew up in and see my grandchildren and see others, my friends, without fear of being homeless. And that's what it comes down to.

ALDERMAN PAUL JOHNSON: So we're --

MAYOR JOSEPH DESTEFANO: It's that simple.

ALDERMAN PAUL JOHNSON: So we're more collaborators than initiators of the project.

MAYOR JOSEPH DESTEFANO: We're collaborators. We're partners on a small scale, but we are not the sponsor of the project. We have no financial stake in the project other than the payment in lieu of taxes and the donation of the property and the letters of support that will go in for the project, the pro-housing designation.

All of those things play a role in this project. You don't see the state give out \$50 million or be part of a \$50 million project without all the players being on the same page, and we're on the same page.

ALDERMAN PAUL JOHNSON: All right. Well, I'm glad. I think the person in question will sleep better tonight and probably a

retraction is forthcoming.

MAYOR JOSEPH DESTEFANO: I --

ALDERMAN PAUL JOHNSON: I had one other question.

MAYOR JOSEPH DESTEFANO: Yes.

ALDERMAN PAUL JOHNSON: When they redo the units, you may not know the answer, will the people be living in them, or will they have to be relocated?

MAYOR JOSEPH DESTEFANO: Well, what they've done in the past, they do -- when they get an empty unit, they will relocate somebody in --

ALDERMAN PAUL JOHNSON: Oh, I see.

MAYOR JOSEPH DESTEFANO: -- and they do.

ALDERMAN PAUL JOHNSON: They kind of play hop scotch by moving them.

MAYOR JOSEPH DESTEFANO: They move them around.

ALDERMAN PAUL JOHNSON: Thank you very much for your time.

MAYOR JOSEPH DESTEFANO: With their staff and with their people. It's not -- the burden doesn't go onto the tenant.

ALDERMAN PAUL JOHNSON: Thank you.

MAYOR JOSEPH DESTEFANO: Okay. Next is Tuckerman Hall. This is a good one because this is a -- one of the properties that we have taken over at the Middletown Psychiatric Center. And as you know, the -- we took over I think it was 13 properties. A few will be going out for a request for proposals. We're working with the BOA Committee, which is the grant that -- planning grant that we received from New York State for the development of the campus.

The -- there is now out -- if you look on social media, you have the opportunity to comment what you would like to see, the public would like to see at the community campus. And -- but it's not entirely. This is part of what we as city administration has been proposing to the common council.

This is the largest building of those that were forwarded to the City. It's 279,000 square feet, obviously no municipal use. And we have -- our zoning prohibits residential use. We've had plenty of residential inquiries for the property, as Paul and Kate surely know and Miguel being a neighbor up there also.

But the City many years ago changed the zoning to focus on arts education, which is basically our plan and light industrial uses that will not have a negative impact on the community. So if you recall -- now that we own the building, if you recall going back maybe 15 years or so, we're the -- there was a property -- I can't remember the building but Jerry will, the one that burnt down in the middle. What was that called?

ALDERMAN GERALD KLEINER: It was Pavilion 2.

MAYOR JOSEPH DESTEFANO: Pavilion 2. And that privately owned property owned by a shell company, not by the State of New York, owned by a company with no assets other than that building cost the city over \$1 million to tear down after we burnt -- after it burnt down.

But -- and that's what we're trying to hope -- we hope doesn't happen at these facilities. But for example, Tuckerman, just about a week ago, had a fire inside started by some people camping in there. I believe it was homeless people living in the -- although the shelter's right down the street, they decided to

go into the Tuckerman Building, start a fire. And to keep warm, understandable, but not inside a building such as that.

Building did catch on fire. Fire department made a quick stop. But you can see the potential for real problems. So we've had great success with Fei Tien College and transferring these types of buildings to them. So Tuckerman is being proposed to be transferred to them with development goals. If they don't meet the development goals, which I believe are over a period of four to five years, they would then have to pay us \$150,001.

If they meet the development goals, which would mean similar to what they did at 84 Dorothea Dix, and Dorothea Dix was in better condition than Tuckerman is, they would then get the property for \$1. But that would mean that they would have to put in probably upwards of \$20 million into this building.

It's, as I said, 279,000 square feet. Has a -- some environmental issues. Has a lot of problems with the building. So this -- we're restricting it to educational use and other uses related to the college. The college plan is to

have 2,000 students within five years.

And we have a pretty good track record of dealing with Fei Tien College, which will soon be Northern College by the way. They are separating from the campus in Deer Park. Deer Park is going to remain focused on the fine arts. Northern College will not only have a fine arts component, but is now offering degrees in biomedical science, big data, and a whole host of other degrees.

So we're projected to have 2,000 students within five years, so this building will be a necessity. I encourage anyone who doubts the capability of Fei Tien College to bring about this project to go to the campus, go to Woodman Hall, which is a 79,000-square-foot building. All this was done by private -- with Woodman Hall, their money, their time. They bought the building privately, and see what has been done in that building and the transformation.

That campus is changing and it's changing for the better. We will get some critics who will -- of course I'm sure you might get another text who will say we're doing it for the Old Erie Restaurant because somebody up there

went to the restaurant one day.

But the bottom line is people see what's happening in our community. They see not only downtown. They see Dolson Avenue. They see Monhagen Avenue. They Wickham Avenue, the sidewalks, the crosswalks. They see what's happening at the community campus. And it's imperative that we keep moving forward with these types of programs, that you are not going to get -- you can get somebody to come up and build an emergency shelter.

We had Volunteers of America calling us every other week for this building when we first took it -- or not first took it over, but we -- when we first bought the other property on the campus. They wanted to do the -- like a Camp Laguardia style facility.

That's not what we're looking for. We have a homeless shelter there. Middletown does its share in those areas. We're focusing on the education component that we've had a lot of success with, not only with SUNY Orange expansion, Touro Medical, master's degree program at Horton Hospital, the same thing. We had a plan, we stuck to our guns. We focused and we

worked with private developers in order to renovate the former Horton Hospital into what it is today, which is Touro Medical, Touro master's degree programs, PT programs, and a whole host of other things that are going on in that facility.

Same thing here. Woodman Hall at the strip along Ashland Avenue, it's all renovated buildings, private money, no city money whatsoever. This is all private money. I believe they got one grant for \$1.2 million and they've invested probably over 25 to \$30 million into that campus. And you show me one other company or one other group that's going to do that kind of investment and throw another 25 to 30-plus million dollars into Tuckerman Hall.

But on your screen, you'll see the current building. And it's uglier than it is in person than it is in the photo. And then you look at the proposed rendering of what they're doing. And these are -- the work is top notch. The use is something that we should all be proud of as a community.

We've attended -- they had a group from Taiwan last week talking about research and development facilities in association with the

college. These are important things for our community to bring this talent into the community, to bring this talent onto that campus, and to get this private investment.

So it's my recommendation that we do it, that we move ahead. It has job creation. It improves the local economy. It's neighborhood revitalization. If I lived in Brewster Drive area, Pilgrims Estates, or on Monhagen Avenue or West Main Street, I would be very excited about this project because it's bringing a lot of focus onto that campus and a lot of investment onto that campus.

So I hope that you will support the project or the resolution this evening to transfer Tuckerman Hall. Which then brings us to Part 2, the Kleiner Building, which is named after Jerry's -- is it just your dad or your mom and dad? After Jerry's dad.

You've read about and we've been briefed on the Senator Skoufis' efforts to put 10 million into the senate version of the budget. You know, the budget is -- you get three budget proposals: senate, assembly, and governor, and then it's negotiations.

And look at the guy in the blue hat. I just noticed that. You looking up there, Jerry? I didn't put that in there. Somebody else did. But this is the current state of the Kleiner Building. This building is going to cost more than \$10 million to renovate. It is in horrible condition. When the state left it, it was in fantastic condition. But this is the condition that it is today.

We put together a verbal presentation to the senator, followed it up with some other concepts that we would like to see there, the possibility of a multi-cultural community center, intergenerational recreation programs between our seniors and our youth. There's a small theater there, so reactivating small local theater along with other uses that we're still in the discussions with and we will go to town right away on that when and if it happens.

But this will be owned by the city. This will not be owned by Fei Tian College or any other group. This will be a city facility. The grant will be coming to the city and then we will put together the program moving forward in conjunction with yourselves and the community.

We'll do something similar to what we're doing with the BOA grant where we'll seek community input and opportunity for the public to give their feedback.

I'm sure some of the people that are commenting currently on the planning process at the -- online through the --

MAN 2: Survey?

MAYOR JOSEPH DESTEFANO: -- Pathways. Not Pathways, Pattern For Progress who is conducting the survey. It's independent from us. That's independent from the City so it's not us trying to end up with a result. But we have a group of about 20 -- maybe 20 or maybe a little bit more of volunteers from people who have a vested interest in what happens on that campus meeting on a monthly basis doing outreach under the direction of Pattern.

And they're coordinating how this campus will look in the future and what the city should be doing. So this is not an effort by just myself, Maria, her department, or you guys. Paul is on the committee. Superintendent Amy Creeden is on the committee. Maureen Halahan from the Orange County Partnership is on the

committee.

We have residents of the community that are on the committee. Toni Keys from the housing authority across the street is on the committee because it extends over to Monegan on some of those properties over there. So it's exciting times for the community campus between what's happening with the BOA grant and what's happening with the Tuckerman Hall and the Kleiner Building project. So, yes, Jerry.

ALDERMAN GERALD KLEINER: I just wanted to say I spoke to Alderwoman Kay about the project and she said that she put that at the top of the -- her wish list for the assembly budget.

MAYOR JOSEPH DESTEFANO: The assembly budget, yes.

ALDERMAN GERALD KLEINER: So it's -- it is on both, but they haven't gotten to that process yet.

MAYOR JOSEPH DESTEFANO: She has -- yeah. And she has expressed her total support for the project. Both Senator Skoufis and Assemblywoman Kay will be advocating strongly for this thing to happen here.

And I think part of it is the state

might have a little guilt about what they did to that community campus. And if they don't, they should have some guilt. I know the governor wasn't there then and all that, but this goes back to the Pataki days of shutting the facility down. But the sin up there was not doing then what they have been doing for the past seven or eight years, and that's meeting with the local community about the needs and about how we can repurpose these buildings.

And we would not be talking about the amount of money that we're talking about. But we're fighting for it. We've had a lot of success in the grant department. We -- as I said, we advocate very strongly and we do a good job in the grant writing. And we do a good job in the grant receiving too. As you can see over the past several years we have received well over \$70 million in grants that went to O&W, sidewalks, parking lots, façade programs, infrastructure, water tanks, water lines, sewer lines, reservoir watershed area.

All those moneys are heavily financed through grants. The downtown project was about 95 percent financed through state and federal

grants. So we're excited about the opportunity to move forward with that, and my next slide will show you another -- yes.

MAN 2: Just also too, and I may be a little confused on this, but didn't we also buy this building for like \$1?

MAYOR JOSEPH DESTEFANO: Yes. Yes.

MAN 2: Yeah.

MAYOR JOSEPH DESTEFANO: We bought all 13 buildings for \$1. So if we sell one we're even. So -- and I -- so the -- now there are some properties there that have a negative value, and that negative value -- like the power plant, for example. But I can tell you what they've done in other communities.

The New York State Dormitory Authority, who has actual money, has been partnering with like in Albany the former power plant up there in one of the facilities. They've done a great job in funneling money, grant money, which comes then back again to that whole pro-housing community designation that we have.

I'm telling you it's the right path. It's the right development. It's the right type of development, and we're the right team.

Myself, you guys, and the BOA Committee at the psych center property and Pattern for Progress, we have a good team in place to make this all become a reality.

Oh, did I go -- yeah, I finished with Jerry. Is that Miguel giving me the cutoff? Oh, all right.

MAN 3: (Indiscernible).

MAYOR JOSEPH DESTEFANO: Oh, Paul, go ahead.

ALDERMAN PAUL JOHNSON: A couple of things. With respect to the housing project, I don't want to overlook the community garden. That's also part of that project.

MAYOR JOSEPH DESTEFANO: Yes. The community is an important part. That was -- Senator Skoufis had a grant. That did come to us. Someone asked a question before. That grant did come to us. We then reached out to the housing authority and said, listen, this is not our expertise. This is something that you folks are doing at David Moore Heights.

Would there be any interest of you doing it at Summerfield? And they said, well, it's perfect timing because we have been talking

about doing a community garden. Just didn't have the financing. So now they have the financing in place, the \$50,000. The city is partnering them -- with them to do certain work, the preliminary work, the digging, the -- even some of the operational work. The water tanks need to be filled up about three to four times a year. You know, the large water tanks that make it convenient for them to do the watering.

The fire department's agreed to do that. Again, a partnership between DPW, the finance -- I mean, DPW, the fire department, Middletown Housing Authority, and Middletown Economic Development Department. Because these programs come under Maria's umbrella in coordinating this.

And you think it's not a lot of work sometimes, but it is a lot of work. And her and her staff deserve a lot of credit for not only working to bring them about, but also maintaining them and moving them forward. Now, the David Moore Heights project was done many, many years ago through Economic Development Office. It's more self-sustaining.

But now they're asking for a little

help for there too, and I think -- matter of fact, I think I sent an email to all the principals involved today saying, here, here's everybody else's numbers. You people talk to each other. The city's agreed. DPW's agreed. Fire department's agreed. Maria's agreed. We'll do everything we can to help you. Just tell us what needs to be done and when it needs to be done.

ALDERMAN PAUL JOHNSON: Well, I appreciate it. I was on the ground floor of those conversations. I think this is a much better fit than the other locations we looked at.

Two other things. Whitman Hall, as most of you know I had the opportunity to adjunct at the college, and you have to swipe in. It's not open to the public as a building.

But the college kids were -- my "office" is on the fourth floor. The academy kids were on the third floor. And if you walk through that, you would think you're on a SUNY campus. They're really done a beautiful job.

MAYOR JOSEPH DESTEFANO: Yeah.

ALDERMAN PAUL JOHNSON: And lastly, with the BOA, we critiqued the survey at the last

meeting. It's online. I just want to reiterate anybody in the community is welcome to participate. The more feedback we have the better. Thank you.

MAYOR JOSEPH DESTEFANO: Exactly. You don't have to be tied directly into the campus --

ALDERMAN PAUL JOHNSON: Correct.

MAYOR JOSEPH DESTEFANO: -- or a neighbor. Anyone in the Middletown community, or even the greater Middletown community. We're looking for input. We're looking at what people want to see.

ALDERMAN PAUL JOHNSON: Thank you.

MAYOR JOSEPH DESTEFANO: O&W update, it looks like the shoring and abatement part is done or near completion. A lot of the equipment's been removed. The engineers have reported to us yesterday that they will meet the state's deadline of April 30th to have bid documents, and they're scheduled to be advertised by April 30th.

That came from engineers yesterday, and that was the deadline that the state was hoping that we would have. So we're hoping bids will go out on April 30th. That property is a large, large project as you know. So it'll probably be

a 60-day bid period. But we're hoping that we'll get some good numbers on that. As always, we have a qualifier now with what's happening in Washington, D.C. about the funding, especially Head Start as our ultimate tenant.

And you know, there was some discussion about Head Start being cut significantly. So -- but we're going to bid the project and we're going to move ahead. We've stabilized the building, and so we're hoping for some good news moving forward. And the building -- we will probably be boarding it up for safety precautions moving very soon. We're entertaining a change order now from the developer on that.

Now we go to Sue Depew, and Sue has done, for many, many years, such a fantastic job. I mention it every time this is discussed. I need to thank her once again for her commitment for -- to this project and commitment to our community.

April 26th is the clean-up day. It's also my grandson's 11th birthday. So Mr. Masi, if you want to send a gift, you're certainly welcome. But the --

ALDERMAN JOSEPH MASI: (Indiscernible).

MAYOR JOSEPH DESTEFANO: We will be there helping with others in the community. A lot of people showed up. I think last year was close to 400, Kevin. A lot of them were schools, the clubs, the athletic teams. So thank you to the Middletown School District for participating.

But also a lot is people just in the neighborhood and looking at their own neighborhoods or even just picking up the equipment and going back to their own neighborhood doing their own street. So thank you to all who will participate. Those who have participated in the past, we deeply appreciate it.

And we have a couple of more new businesses that opened this past week. We had a ribbon cutting for Estelita's Mexican Kitchen on North Street in the Masonic Lodge Building. And they're a great family.

They've been in the restaurant business as employees for -- both husband and wife for many, many years and decided to open their own restaurant. We were there, and they said they've been very busy, and I'm very happy for them.

And then we have the Middletown Pilates

Club, who has located -- relocated from Westtown. So this group -- was a fantastic turnout for their event on Saturday afternoon. As you can see, our assemblywoman was there, Maria, myself, Miguel. I wake him up. He was taking a nap and said come on down. We can go -- not true? I guess not true.

PRESIDENT J. MIGUEL RODRIGUES: It's true.

MAYOR JOSEPH DESTEFANO: But we --

MAN 4: Beauty sleep.

PRESIDENT J. MIGUEL RODRIGUES: -- we appreciate everyone attending, but this is really -- they had -- I believe they said they had 230 members already. And it's -- the facility is very, very nice. And Andrew and I are going to go down next week and give it a try.

PRESIDENT J. MIGUEL RODRIGUES: Masi's 231.

MAYOR JOSEPH DESTEFANO: 231. Welcome them both. Welcome to Estelita's and the Middletown Pilates Club.

And ending, happy Passover to everyone. Happy Easter to those who celebrate both. And we hope -- the kids are off from school this week,

so everyone be safe. Thank you so much. Any other questions?

PRESIDENT J. MIGUEL RODRIGUES: Great state of the city.

MAYOR JOSEPH DESTEFANO: If Mr. Masi didn't ask so many questions, I wouldn't have been so long.

PRESIDENT J. MIGUEL RODRIGUES: We'll mention the other names like Beetlejuice. All right. Economic Development.

DIRECTOR MARIA BRUNI: Good evening, everyone. Can I just brag a little bit?

ALDERWOMAN KATE WRAY: We love when you brag.

DIRECTOR MARIA BRUNI: Okay. We have a wonderful school district, Middletown School District, right? We have three colleges in our community; SUNY Orange, Touro University, and Northern College, Fei Tian College. Alls I got to say is wow.

And as the mayor was also speaking about the community input, I think it's important, you know? We're having a survey for a reason up at the -- for the campus. So go on our website, take the survey. Because like Dr.

Johnson said, Alderman Johnson, this -- we need to take the survey so the committee could evaluate and keep moving all the great things that are happening on that campus.

Mayor, Tuckerman Hall, correct me if -- it's on 11 acres, correct?

MAYOR JOSEPH DESTEFANO: Yes.

DIRECTOR MARIA BRUNI: Yeah.

MAYOR JOSEPH DESTEFANO: 11

(indiscernible).

DIRECTOR MARIA BRUNI: So that sits on 11 acres. Also, the community garden, I think we were also kind of throwing around, besides the garden, maybe some other activities for the --

MAYOR JOSEPH DESTEFANO: It would be open for them for other recreation. That would be for the housing village.

DIRECTOR MARIA BRUNI: Correct. And that sits on one acre?

MAYOR JOSEPH DESTEFANO: 1.1.

DIRECTOR MARIA BRUNI: 1.1 acre. And that's all I have. Happy Passover, Happy Easter to everybody.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Maria? Great job, Maria.

DIRECTOR MARIA BRUNI: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Police Chief.

POLICE CHIEF JOHN EWANCIW: Good evening. As we get into the warmer months, we get the same complaints pretty much yearly: increase in traffic complaints and noise complaints. So what we are doing is for the next several weeks we have dedicated traffic details going out on various days. Most of them are grant-funded to help combat that, especially in the spring months, and the noise complaints.

So as people get outside and enjoy the warmer weather, have their windows open, that is one of our bigger complaints this time of year. So we've -- I have reminded our staff to give the people the opportunity to sign complaints in those situations or we cannot resolve that.

Lastly, just want to let everyone know if we get out before 9, our Service Coordinator Stevenson is hosting a family game night tonight at the Salvation Army. I stopped over there before I came over here. We had a nice turnout. I appreciate all the outreach he's doing and collaboration in the community. Other than that,

I have nothing unless you have questions for me.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green?

ALDERMAN ANDREW GREEN: Question.

Thank you, Chief. Last night we had our constituents meeting. We had some questions regarding summer programs with -- in terms of neighborhood enforcement. Are we going to be ramping that up -- that program up more or walking patrols, things like that, as usual I imagine? You're going --

POLICE CHIEF JOHN EWANCIW: Yes.

ALDERMAN ANDREW GREEN: Okay.

POLICE CHIEF JOHN EWANCIW:

Traditionally every year as the warmer weather sets in, we encourage all the officers to get out when they have the opportunity between calls. Unfortunately, you know, our staffing is down a little bit --

ALDERMAN ANDREW GREEN: Right.

POLICE CHIEF JOHN EWANCIW: -- this year with some retirements and --

ALDERMAN ANDREW GREEN: Sure.

POLICE CHIEF JOHN EWANCIW: -- some resignations. So we'll do the best that we can

with that. The Neighborhood Unit will still be intact so they'll still be able to get out and do those things as time permits, yes.

ALDERMAN ANDREW GREEN: Great. Thank you.

POLICE CHIEF JOHN EWANCIW: You're welcome.

PRESIDENT J. MIGUEL RODRIGUES: Anyone else? Thank you, Chief. City clerk?

CLERK RICHARD MCCORMACK: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the clerk?

ALDERMAN ANDREW GREEN: Yes.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Green.

ALDERMAN ANDREW GREEN: Yeah. I did actually have a question from a constituent about the annual yard sale. I think -- did we do a resolution about that? I believe we did, but --

CLERK RICHARD MCCORMACK: Yes.

ALDERMAN ANDREW GREEN: -- what the date was, that was all.

PRESIDENT J. MIGUEL RODRIGUES: The
14th.

CLERK RICHARD MCCORMACK: June 14th or June 4th? It's the first week of the farmer's market. Marie?

DIRECTOR MARIA BRUNI: June 7th.

CLERK RICHARD MCCORMACK: June 7th.

ALDERMAN ANDREW GREEN: 7th. All right. Thank you. That was all.

CLERK RICHARD MCCORMACK: We'd get there eventually.

PRESIDENT J. MIGUEL RODRIGUES: All right. Anyone else? All right. Public hearings and grievances.

CLERK RICHARD MCCORMACK: We have two public hearings this evening. The first one, notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, April 15, 2025 on or as near to 7:30 p.m. as possible, 16 James Street to hear any and all persons wishing to be heard on the proposed two-lot subdivision resulting in a lot line change at 15 Mercer and 16 Warren Street.

Any and all persons wanting to be heard will be given the opportunity to speak either for or against the proposed two-lot subdivision. The complete application is available in the city

clerk's office and on our city website.

PRESIDENT J. MIGUEL RODRIGUES: Okay.

At this time, the public hearing is now open.

CLERK RICHARD MCCORMACK: We have Tyrone with us this evening, who is the applicant.

TYRONE DIAZ: (Indiscernible).

PRESIDENT J. MIGUEL RODRIGUES: Come on up.

CLERK RICHARD MCCORMACK: Thank you, Mr. Diaz.

TYRONE DIAZ: Back from youth football.

PRESIDENT J. MIGUEL RODRIGUES: What was that?

TYRONE DIAZ: Remember you from youth football.

PRESIDENT J. MIGUEL RODRIGUES: Yeah, you remember me? Oh, okay. Okay. That was a while ago. So just explain to us what you're planning on doing.

TYRONE DIAZ: Oh, I'm sorry. So there was a lot line discrepancy when my new neighbor did a survey. And he is -- I'm actually on his property, and -- but he built the fence that way. So to make things official, he's -- I don't know

if he's saying gifting me the property, but he's saying, you know what, just leave it alone. Go to the city, get all the plans set, you know, straight up here. This way if either one of us have to sell our property, we don't have to go through this again. Right? So it works out for both of us.

MAN 4: Makes sense.

TYRONE DIAZ: Make sense?

PRESIDENT J. MIGUEL RODRIGUES: All right. Anyone else have any questions? Anyone from the public have any questions? You're good.

TYRONE DIAZ: The public back there?

PRESIDENT J. MIGUEL RODRIGUES: It could be anybody.

MAN 4: You're coming in now.

PRESIDENT J. MIGUEL RODRIGUES: There's a line to see you. All right. Do I have a motion to close the public hearing?

ALDERWOMAN KATE WRAY: So move

ALDERMAN PAUL JOHNSON: So move.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Wray, seconded by Alderman Johnson.
All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: You're good.

TYRONE DIAZ: Thank you, sir.

PRESIDENT J. MIGUEL RODRIGUES: Thank you.

ALDERWOMAN KATE WRAY: Have a great night.

TYRONE DIAZ: Take care.

PRESIDENT J. MIGUEL RODRIGUES: 8.2.

CLERK RICHARD MCCORMACK: Our second public hearing this evening, notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, April 15, 2025 on or as near to 7:30 p.m. as possible in the Common Council Chambers, 16 James Street to hear any and all persons wishing to be heard on a proposed two-lot subdivision resulting on a lot line change at 20 1/2 to 30 Low Avenue rear and 20 1/2 to 30 Low Avenue front. Complete application is on file in the City Clerk's Office and on the city website.

PRESIDENT J. MIGUEL RODRIGUES: At this time, the public hearing is now open.

MAN 5: (Indiscernible).

MAYOR JOSEPH DESTEFANO: This is part

of the O&W project. In order to develop the O&W, especially with the Head Start Program, there was a requirement for off-street parking, and this is the property directly behind Mountain View Restaurant. It's actually already subdivided. It's two separate lots. It's a vacant lot that goes behind Mountain View, but we're also doing a little bit of the side so we have better access.

So this will be parking for the O&W development. The development -- the acquisition cost I believe is city funds of 180,000. I'm not exactly sure, but it's around there. But the development of the parcel will be grant funds obtained through either Assemblywoman Gunther at the time and/or Senator Skoufis. So it's probably a 6 to \$700,000 project, majority of it funded by grant. Makes the O&W viable for development.

PRESIDENT J. MIGUEL RODRIGUES: All right. Anyone from the public? Any councilmen have any issues? Motion to close?

ALDERMAN JOSEPH MASI: So moved.

ALDERMAN PAUL JOHNSON: Second.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Masi, second by Alderman Johnson. All

in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: All right. Remarks of aldermen. Alderman Tobin?

ALDERMAN SPARROW TOBIN: Sure. So I'm off this week on spring break, which is good, but I also have more time to watch the news, which is frustrating in the current climate. We keep witnessing America getting greater and greater every day.

The Hands Off rally in Middletown went well. It was well attended and cathartic I think for all of us. There's a ton of topics that I could talk about, but I'll just focus on one, and that's just to remind everybody the Fifth Amendment clearly states no person shall be deprived of due process. It doesn't say citizen. It's due process.

And the Founding Fathers -- you know, the first two amendments are important in the Bill of Rights, but the Founding Fathers made Amendments 4 through 8 for people accused of crimes because they knew a tyrant would accuse people of crimes and lock them up and throw them away, and that's why they're so specific about

what rights people have. And due process is one of them. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Good job. Alderman Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Yes. I'd like to wish everyone a happy Easter and a happy Passover. That's all I have. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Alderman Johnson?

ALDERMAN PAUL JOHNSON: Thank you. I'll concur with Mr. Tobin. The current theory that's been the last few weeks is that the current administration just wants to saturate our frustration so that we can't really concentrate on anything in particular. They seem to be doing a very good job.

Good cause, I just want to give everybody an update. I've been in communication with Brahvan and we've set up a potential date on May 8th for the mayor, myself, Brahvan, and (indiscernible) representor from the Mid-Hudson Tenants Group. And our attorney for CDA, name escapes me.

MAN 5: Gene Grillo.

ALDERMAN PAUL JOHNSON: Gene Grillo.

So Brahvan wanted to know if he could bring a lawyer. I said, well, the more the merrier. We'll have somebody representing tenants, somebody representing landlords. There's still a lot of gray that needs to be clarified, and I've tried to reiterate to Brahvan that we are proceeding with what we deem to be appropriate caution. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Aldерwoman Wray?

ALDERWOMAN KATE WRAY: Good evening. You know, to take your tailfeathers on that one, you know, we've been talking about this for a while, but really when we talk about what makes it possible for people to find housing they can afford to live in, this project up at Summit and David Moore Heights, that's what's going to get this done.

This is an important cause. I think it's an important project. I actually know personally a couple of people who are in a situation where they've reached out to the housing authority and there's a waiting list. They just -- there's nothing available. And this is life-changing for people to be able to get

into these units because the rentals that are out in the private market are just out of price range for a lot of people who live and work here and raise their kids here. So I think this is important. I think it's excellent. And for 100 families, it's going to be a miracle.

Maria, I love when you brag because you're 100 percent right. This is the absolute best school district around. I actually ended up speaking to someone at my car dealership getting service the other day. And I explained, hey, my daughter graduated with 80 Syracuse College credits and she was nearly done when she went to school.

And she's like that's -- what? And I'm like, yeah, that's what we do here. It's amazing. And on top of that, you know, our colleges, we just found Amia's white coat from Touro and that was supposed to be her backup plan. But now we need a law school she said. So it's time. But really, that's all I have. I mean, all these amazing things we have going on here. Onward and upward, Middletown.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Kleiner.

MAN 5: Well said.

ALDERMAN GERALD KLEINER: Thank you. I want to thank the late Ellie Mamelok, who was very much involved in starting the Middletown Housing Authority. And she and Dr. Mamelok would let people stay in their house when they had no place else to go. So they were great friends, great neighbors, and a great part of Middletown.

I want to thank all the people who showed up on April 5th to protest what's going on in Washington. And we used to be the leaders of the free world. That's -- that was long ago.

On Thursday, April 8th I also want to thank -- had a dedication for Fireman Joe named after Joe Wheeler who was common council president back in 1907 and raised the money for Fireman Joe to recognize the -- and he was also a fireman, so it's a salute to our fire department, our volunteers, and our paid professionals. And I think Randy McLean and Nicky Barber who worked very hard for that and kept at it.

And also want to thank Steve Cohen, who is Marvin Cohen's son. Steve lives down in Delaware, but he offered to pay all the money to get Fireman Joe back. We -- the mayor wisely

decided to let it go through the court process, but I thank Steve for that very generous offer.

I don't know if people know that two banks are moving. The Orange County Trust Company, which is now the Orange Bank and Trust, which has been in that building since 1892. But at the end of this month, they are closing that building. So they will be available on Dolson Avenue and Chester and other places they are. But they were one of Middletown's oldest businesses in that building.

So hopefully -- I know Maria's already looking at keeping that façade and keeping that building looking the same, whoever ends up buying it or being a tenant.

Also, TD Bank on Dolson Avenue is closing. So that'll be on June 5th, and that leaves the TD Bank in Orange Plaza. So the other side of town, really out of town, town of Wallkill, but they still will be a presence here.

I want to thank everyone who came to our constituents meeting yesterday. Bulk pickup continues as the mayor mentioned. The Second Ward is the last ward, and that's -- they're in the process of picking that up now.

We have a resolution to waive the fees for Cinco de Mayo for sidewalk sales and etcetera. And I hope everyone supports that. And I wish people who celebrate a happy Cinco de Mayo, and we should be downtown celebrating.

I got an email today -- before that, I'm sorry about the little league parade being cancelled, but it was a wise decision because it was snowing pretty hard when the little league parade would've gone on. So I hope they reschedule it, but we'll see what they're able to do. I got an email from the Middletown and Town of Wallkill Veterans Council today that they will be having their Memorial Day celebration this year at the Elks Club on Memorial Day at 11 p.m. So we do hope that's --

CLERK RICHARD MCCORMACK: 11 a.m.

ALDERMAN GERALD KLEINER: I hope that's well attended. It's -- other than -- well, I want to mention my peace plan. I've had a peace plan for Ukraine, and I think it's pretty simple because this seems to be a sticking point. Ukraine withdraw all its troops from Russia, Russia withdraw all its troops from Ukraine, and neither side fire missiles at the other side.

Done. That's it. I'm sure most everyone would agree to that.

With full faith and credit, thank you, Sparrow, for mentioning that. The -- we have a bunch of Republican cowards in congress right now, and they're what making everything possible. They're what's making us the laughing stock of the world. And I hope some of them grow a spine. I've never seen so many spineless people in my life. I wish everyone happy holidays, and that's it. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green?

ALDERMAN ANDREW GREEN: Thank you very much. For everyone celebrating currently, happy Passover and happy Easter to everyone coming up. Hopefully we have some nice weather. It looks like on tap for the week, and hopefully coming, you know, for the future. No surprise winter coming up again.

Fireman Joe was a great dedication. It's a beautiful, beautiful statue. It's back there. Just all the work done by all parties involved was -- you know, it's nice to see it back there. And if you can drive by at night and

see it all lit up, it's really beautiful and I'm just thankful he's back here in the city.

Certainly clean-up's going. You know, Second Ward, some streets had a little. Some little streets had a lot. So certainly, you know, I know Jacob is not with us tonight, but thank you to the DPW for doing all their job there keeping everything nice and clean and picking up the little bit of a lot.

Chief, it's nice to hear that there's going to be extra in terms of parking and traffic patrols. I was going to bring up about parking. I've just noticed lately with a lot of food delivery services and things that come out, a lot of double parking in places and a lot of people parking right up to the curb or corner when you're trying to make turns makes it a little difficult for small cars and emergency vehicles especially to get by should they need to.

And last but not least, in terms of the community campus, you know, I know many of us were able to attend an open house up at Northern Fei Tian up on that campus. And thankfully, you know, I was able to bring along my wife with me. And we were all talking, and we were talking with

some of the people who are up there in management roles and director roles. And really the whole term "community" is something that they really want to lean heavily into.

They talked about certain summer programs they have and that. And my wife said, oh, I think our son would love that. Do you have to be a student up here? And they said, no, no, that's something we're trying to get out is that this is for the community. So the term "community campus" really means community.

This is a part of Middletown. I'm certainly proud of it. I know that I can probably speak for everyone on this council that saying we're proud of every -- all the work that's being done up there. I am so hopeful for that Tuckerman Hall to look even half as nice as that picture.

We won't go deep into that, but that's -- I mean, that place really is going to be just a shining star on that beautiful piece of property that we have, and I look forward to hopefully the Kleiner Building coming up and being a great community center on the community campus after we get all this community input and

for this wonderful community that is Middletown.
Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Witt.

ALDERMAN KEVIN WITT: Thank you very much. First of all, Susan, thank you so much for just a great way to start the meeting. A very positive. It was a very informative meeting. And the clean-up day that you inspired continues to get bigger and bigger every year.

And to sort of add onto that and with what the mayor said, yes, you can come down and we'll get you a place to go. But you can go and pick up everything and then go back to your own neighborhood. You know, even if you don't go and you just clean up the front of your property and on both sides, that makes a difference. Every little bit counts. So thank you for starting things off great.

On the community campus stuff, the survey that Maria suggested, I do hope people take it because we do take feedback here. And this is a great opportunity, sort of a blank campus -- or canvas, excuse me. And if we may recall, somebody just came up to the microphone

one day and said it might be nice to have an ice rink here and now we do. So you know, it does happen.

And just on the housing authority thing, I think that's just a great project, Mayor. And the way you explained that and with Alderman Johnson's questions, I mean, I hope like -- I hope we can even some time like do it again when it's finalized and have some sort of like a presentation that just captured how you explained it and how many people were involved in making that happen.

Because Summit Field and David Moore Heights are such a big part of what this city is. And I know -- people who I know, grew up with who lived in both places and look back on that fondly. And now you have a whole other generation. Not only you have the current generation of having renovated apartments, but new people in nice housing, nice affordable housing like Kate mentioned is so vital.

And I just, you know, commend everybody for their work and thank the senator, congressman, and assemblywoman for all their help, and, Mayor, for you work with that as well.

So thank you very much.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Masi.

ALDERMAN JOSEPH MASI: Mr. Mayor, I think I interrupted you, and I know that you forgot to mention that the march -- the National Protest Day on April 5th, and I know -- and I thank you for marching along with them. I just want to wish everyone a happy Hannukah and a happy and safe Easter, and enjoy your vacations.

PRESIDENT J. MIGUEL RODRIGUES: Maria, can you come up and talk about the Cinco de Mayo?

DIRECTOR MARIA BRUNI: Yes. Cinco de Mayo celebration, the Business Improvement District along with many merchants organized this -- started organizing this about three years ago. We have a committee: Jose from Alondra's, Naomi from Naomi's Beauty on North Street, Alvaro from Garcia's Market, and Juan from Taco Factory, and then some of the staff of the BID and other board members.

But this celebration this year is going to begin March 2nd, the Friday -- I'm sorry, May 2nd, the Friday to May 5th. We're going to have the sidewalk sales. All the restaurants and

businesses are going to have specials and so forth. But on the 3rd, the Saturday, there's going to be entertainment downtown at Run4 Downtown Park and North Street Park across from Garcia's Market.

And on Sunday is the main event on May 4th, which is going to begin with a celebration march. And we are going to start at Thrall Park, march up North Street to Degnan Square where the main festivities are going to take place with traditional Mexican dancing, music, celebration. And it's just going to be a great day.

The community is really coming together. The businesses downtown are really supporting this and looking forward to this. And I'm proud to be a part of it. We're all proud to be a part of it, and we're looking forward. And they're so happy that this celebration march is going to take place on May 4th. I think the chief, who's going to be assisting and coordinating the march.

And also the -- speaking of school district, the Midi Mariachi Band is going to be performing on that Sunday. So it -- there's a lot going to happen that weekend. Come check it

out. It's going to be fun. And Degnan's going to provide good weather that weekend because last year it did rain, but they're all counting on him for a beautiful weekend. That's all.

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

CLERK RICHARD MCCORMACK: Good evening. We have a resolution sponsored by Alderman Masi to authorize an agreement with Ackerly & Hubbell Appraisal Corporation.

PRESIDENT J. MIGUEL RODRIGUES: Resolution sponsored by Alderman Masi. Seconded by Alderman Wray. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi authorizing an agreement with Capital Market Advisors for financial advisory services through December of 2026.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi. Seconded by Alderman Green. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Johnson
authorizing the contract of sale for the purchase
and development of 122 Dorothea Dix Drive,
including development goals and targets.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Johnson.
Seconded by Alderman Wray. Any discussion?
Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.
Resolution sponsored by Alderman Jean-Francois
authorizing renewal agreement with Auction
International.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution by Alderman Jean-Francois. Seconded
by Alderman Tobin. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Witt authorizing
to surplus vehicles.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Witt. Seconded
by Alderman Green. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Green authorizing the acceptance of a donation from the Middletown Lions Club.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Green. Seconded by Alderman Tobin. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Kleiner authorizing the waiving of sidewalk sale fees for the Cinco de Mayo celebration.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Green. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderwoman Wray

authorizing an agreement with Pets Alive for
stray dogs and cat rescue.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderwoman Wray.

Seconded by Alderman Johnson. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries. A resolution sponsored by Alderman Tobin authorizing an agreement with Dumped Stray Animal Rescue.

PRESIDENT J. MIGUEL RODRIGUES: Resolution sponsored by Alderman Tobin. Seconded by Alderman Jean-Francois. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.
Resolution sponsored by Alderman Witt authorizing
to provide end-of-season bonuses for lifeguards.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Witt. Seconded
by Alderman Masi. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.
Resolution sponsored by Alderman Jean-Francois
awarding the street materials and asphalt
materials bids.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Jean-Francois.
Seconded by Alderman Tobin. Any discussion?
Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Wray designating
the month of May 2025 as Frontline Worker
Appreciation Month in the City of Middletown.

PRESIDENT J. MIGUEL RODRIGUES: You
said Alderwoman Wray?

CLERK RICHARD MCCORMACK: Yeah.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Wray. Seconded -- do I have a second?
Alderman Johnson. Any discussion? Everybody's
in there? PPW? All the employees? All right.
Just want to make sure.

CLERK RICHARD MCCORMACK: Yep. All
frontline workers.

PRESIDENT J. MIGUEL RODRIGUES: All
frontline -- all right. Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderwoman Wray. It's a notice of determination of non-significance pursuant to 6 NYCRR for a two-lot subdivision at 15 Mercer Street and 16 Warren Street.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderwoman Wray.

Seconded by Alderman Johnson. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Johnson

approving a two-lot subdivision, a lot line change at 15 Mercer Street and 16 Warren Street.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson.

Seconded by Alderman Wray. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi. It's a resolution and notice of determination of non-significance pursuant to 6 NYCRR for a two-lot subdivision at 20 1/2 - 30 Low Avenue front and rear.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi. Seconded by Alderman Witt. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Witt approving a
two-lot subdivision, a lot line change at 20 1/2
- 30 Low Avenue front and rear.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Witt. Seconded
by Alderman Masi. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Green
authorizing the amendment of City Code to remove
a 24-minute parking sign from Lake Avenue.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Green. Seconded
by Alderman Kleiner. Alderman Kleiner?

ALDERMAN GERALD KLEINER: I just wanted
to explain that we had a call from a resident
right on Lake Avenue, and this is almost at the
corner with Wickham. And the resolution, the 24-
minute parking was established back in 1982.

There's no parking on the other side of
the street, so when that was Blanchard's Store or
whatever store followed Blanchard's Store, there
was a need for short-term parking there. Now
that's been vacant long since, so now it's a
residence. So it's absolutely -- we weren't even

aware that the signs were there, but now we are. And so just want them removed because there's no need for 24-minute parking. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: The signs are in the Second Ward or Third Ward sides?

ALDERMAN GERALD KLEINER: They're on the Second Ward side.

PRESIDENT J. MIGUEL RODRIGUES: So across the street from Blanchard's.

ALDERMAN GERALD KLEINER: Mm-hmm.

PRESIDENT J. MIGUEL RODRIGUES: Right? All right. Anyone else?

ALDERMAN PAUL JOHNSON: On the Third Ward.

ALDERMAN GERALD KLEINER: The store is on the Third Ward side.

ALDERWOMAN KATE WRAY: That's what really matters.

ALDERMAN GERALD KLEINER: Former store.

PRESIDENT J. MIGUEL RODRIGUES: Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Motion
carries. Audit?

ALDERMAN JOSEPH MASI: Mr. President, I
move the accounts be audited and the claims be
adjusted and the city treasurer be authorized to
issue a warrant for their payment.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Masi. Seconded
by Alderman Johnson. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

PRESIDENT J. MIGUEL RODRIGUES: Move for adjournment?

ALDERMAN JOSEPH MASI: So moved.

(Adjourned)

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 30, 2025



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

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

- 113- Authorization to Approve the Contract of Sale for the Purchase and Development
25 of 122 Dorothea Dix Drive, Including Development Goals and Targets
- 114- Authorization to Renew an Agreement with Auctions International
25
- 115- Authorization to Surplus Vehicles
25
- 116- Authorization to Accept a Donation from Middletown Lions Club
25
- 117- Authorization to Waive Side Walk Sale Fees for the Cinco De Mayo Celebration
25
- 118- Authorization to Enter into Agreements with Pets Alive Inc. for Stray Dogs and Cat
25 Rescue
- 119- Authorization to Enter into an Agreement with Dumped Stray Animal Rescue
25
- 120- Authorization to Provide End of Season Bonus for Lifeguards
25
- 121- Award the Street Materials & Asphalt Materials Bids
25
- 122- RESOLUTION DESIGNATING THE MONTH OF MAY 2025 AS FRONTLINE
25 WORKER APPRECIATION MONTH IN THE CITY OF MIDDLETOWN
- 123- Resolution and Notice of Determination of Non-Significance Pursuant To 6
25 NYCRR 617.10 for a 2-Lot Subdivision at 15 Mercer Street and 16 Warren Street
- 12.14. Approves a 2 Lot Subdivision (Lot Line Change) at 15 Mercer Street and 16
Warren Street
- 125- Resolution And Notice Of Determination Of Non-Significance Pursuant To 6
25 NYCRR 617.10 for a 2-lot Subdivision at 20 1/2-30 Low Avenue- Front and Rear
- 12.16. Approval of a 2 Lot Subdivision (Lot Line Change) 20 1/2 - 30 Low Avenue
(Front/Rear)
- 127- Authorization to Amend City Code to Remove 24 Minute Parking from Lake
25 Avenue

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: April 15, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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

Accept the Minutes of March 18, 2025

Prepared by:

Attachments:

1.	03.18.25 CC Minutes
----	---------------------



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
Seconded by: Alderman Johnson
Date of Adoption: April 15, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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

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

Prepared by:

Attachments:

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

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

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

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

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

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 04/10/25 & City Website



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

RECEIVED

AUG 26 2024

CITY CLERK
CITY OF MIDDLETOWN

Number of Lots of the Subdivision 2 Current Zone _____

Property # 1) Section 28 Block 4 Lot 7 (Property # 2) Section 28 Block 4 Lot 12

Address of Subject Property _____

Owner of Property # 1 Anthony Harden & Tajmah Riky

Owner Address 15 Mercer Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296

Email _____

Property # 2) Applicant Name Tyron Diaz

If different from Owner
Applicant Address 16 Warren Street

City Middletown State NY Zip 10940

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

Email _____

Minor (2-3 lots) ✓ \$250.00

Plus Escrow ✓ \$100.00

Major (over 3 lots) _____ \$500.00

Paid _____

Paid _____

Paid _____

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

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

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

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☒	☐
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☒	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>TYRONE DIAZ</u> Date: _____		
Signature: _____ Title: _____		

BOUNDARY LINE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

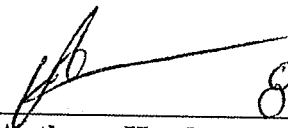
all of its right, title and interest in, and releases any claim of any nature whatsoever to, that specific portion of the Property, including the land on the Property located between the **PVC Fence in the rear of the premises**, which lies 3.3 feet south of the common boundary line at the easterly boundary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

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

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

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

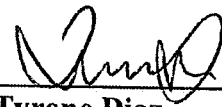
IN WITNESS WHEREOF, the parties have signed this agreement the 6 day of August, 2024.



Anthony Harden 8/6/24



Tajmah Riley 8/6/24

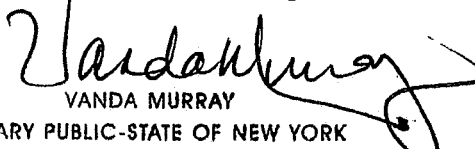


Tyrone Diaz 06 Aug 2024

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

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

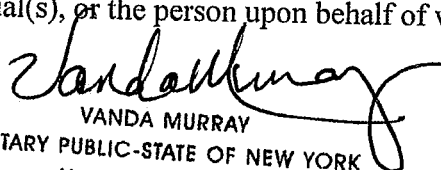
On the 6 day of August in the year 2024 before me, the undersigned, personally appeared Anthony Harden and Tajmah Pikey., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgement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


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

Qualified In Orange County
My Commission Expires July 26, 2026

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

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


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

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

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

TYRON DIAZ
REF NO: SUBD

THANK YOU!



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Johnson
Date of Adoption: April 15, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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

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

Prepared by:

Attachments:

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

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

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

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

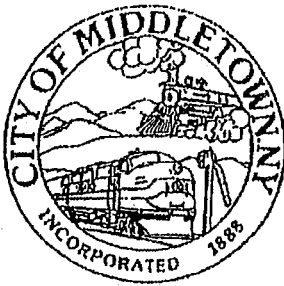
The complete proposed application and map of the property for the 2-lot subdivision are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 04/10/25 & City Website



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

Number of Lots of the Subdivision 2 Current Zone 11

Section 17 Block 3 Lots 13 & 14.22

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

Owner of Property Shifting Gears Holdings, LLC

Owner Address 20 1/2-30 Low Ave

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 845-591-5440

Email loumntrest@frontiernet.net

Applicant Name City of Middletown

If different from Owner
Applicant Address 16 James Street

City Middletown State NY Zip 10940

Telephone: Home 845-341-4101 Cell: _____

Email mayor@middletown-ny.com

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

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

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

RECEIVED
FEB 13 2025
CITY CLERK
CITY OF MIDDLETOWN

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

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

N/A

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

N/A

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

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

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

Sign at the place indicated and print name

Signature of applicant

Print Name and title

Lou Frances / owner

Date

1/23/25

TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

A fee of \$250.00 was collected on

Escrow Amount \$100.00 on

Signature of Clerk or Designee

Date



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

OWNERS ENDORSEMENT

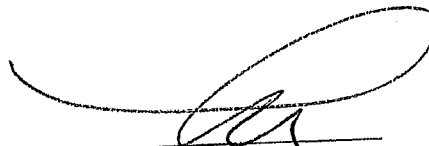
COUNTY OF ORANGE
STATE OF NEW YORK

Lou Fracese being duly sworn, deposes and says that he/she resides
at 20 1/2-30 Low Ave, Middletown in the County of Orange and
State of New York and that he/she is the owner in fee or _____
OFFICIAL TITLE

of the Shifting Gears Holdings, LLC Corporation which is the owner
in fee of the premises described in the forgoing application and that he/she has authorized
City of Middletown & Fusco Engineering to make the foregoing application for
approval as described herein.

Sworn before me this day of 20

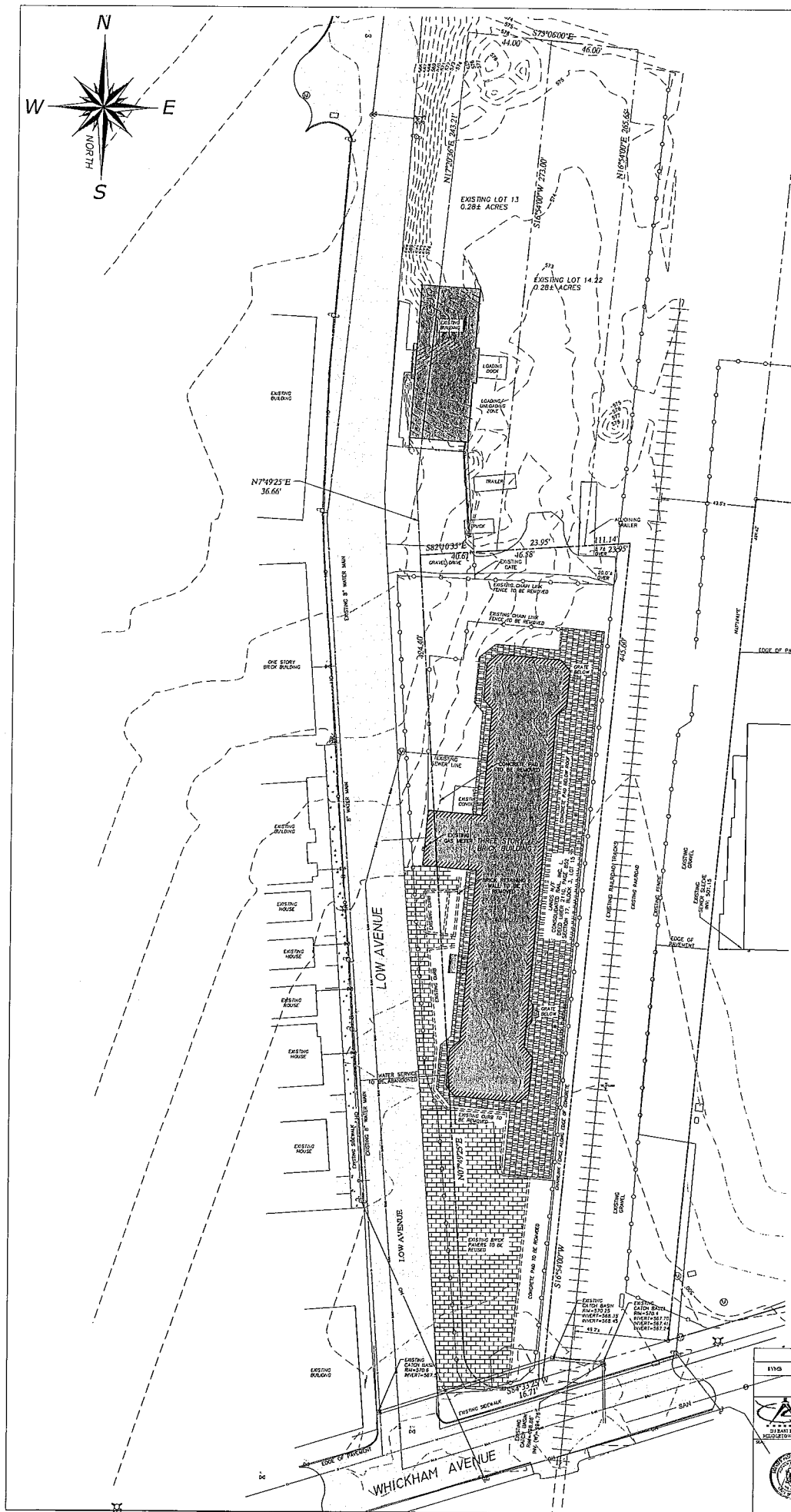
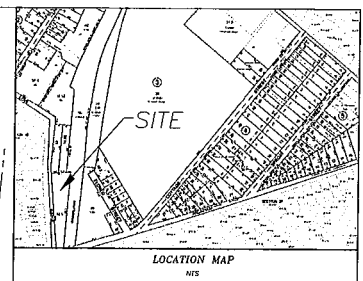
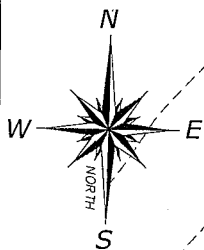
NOTARY PUBLIC



OWNERS SIGNATURE

16 James Street
Middletown, NY 10940

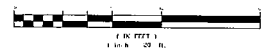
Phone 845-346-4168
Fax 845-344-5428



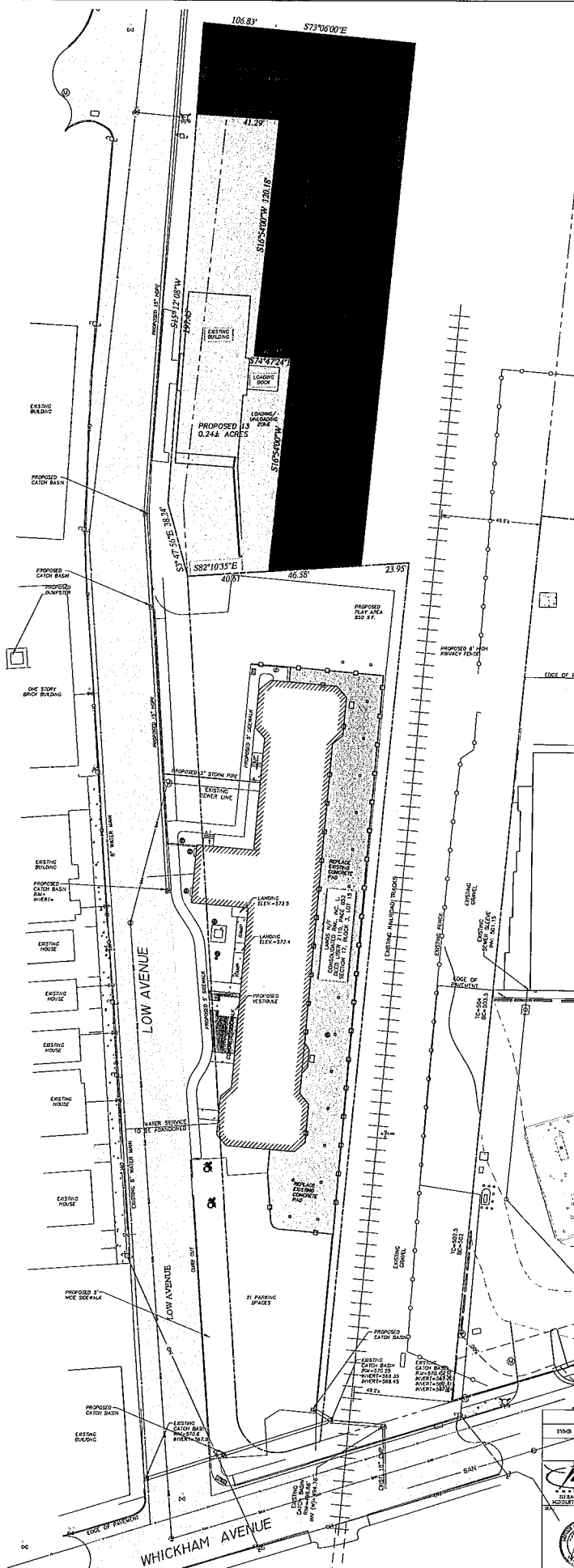
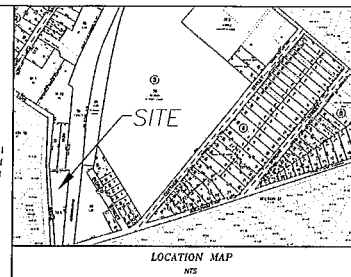
LEGEND

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

GRAPHIC SCALE



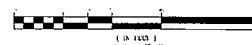
DATE	ISSUED FOR
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7009, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.	
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS	
PROJECT TITLE: 0517 PROPERTIES SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE	
CITY OF MOHAWK	PARKING SKECH
PREPARED FOR:	APPROVED BY: [Signature]
CITY OF MOHAWK 15 JAMES STREET MOHAWK, NY 12040	DESIGNED BY: [Signature] REVISION DATE: 8/2/24 SHEET NUMBER: 1
DRAWN BY: [Signature]	DATE: 8/2/24
PAGE 1 OF 4	



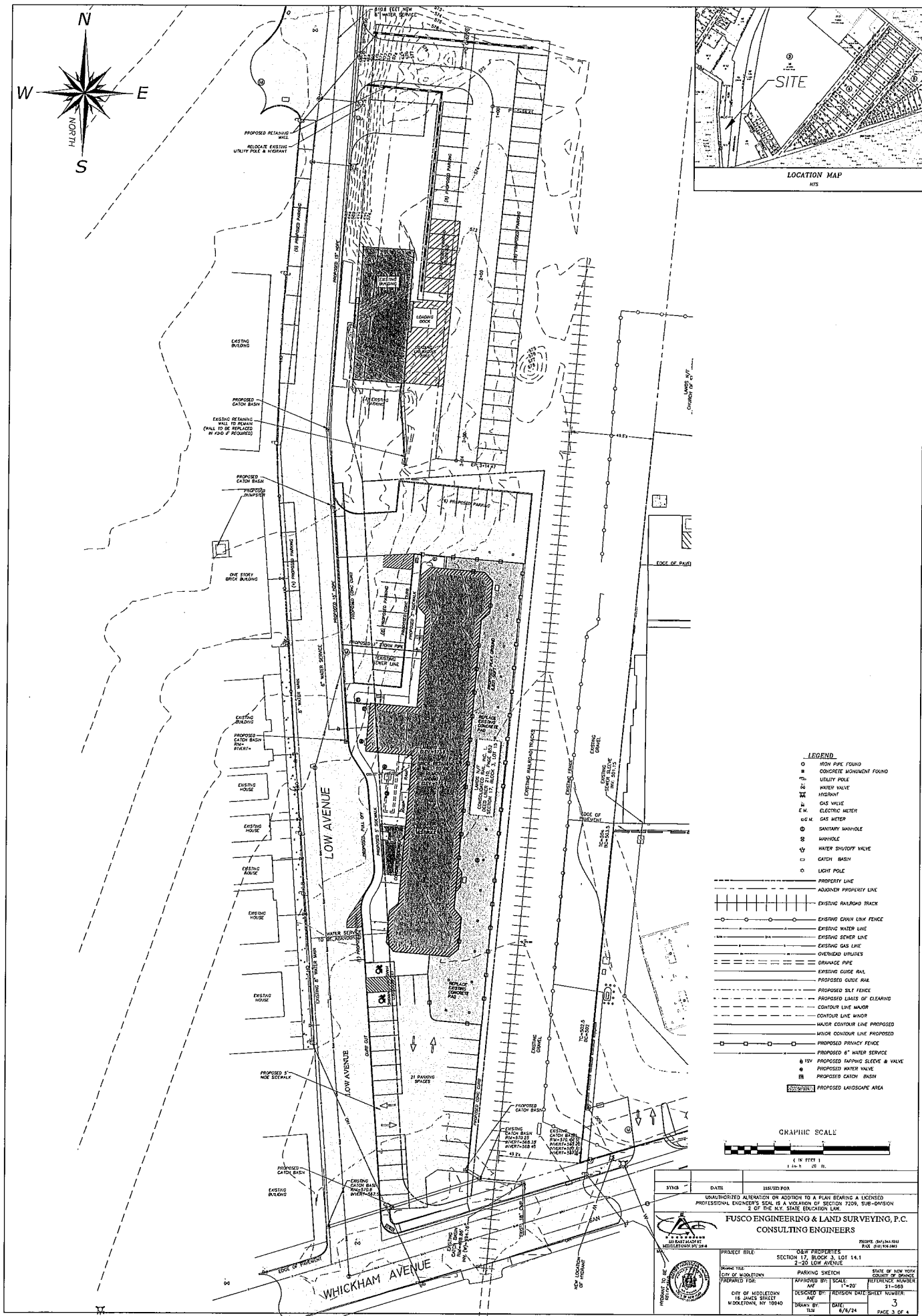
LEGEND

—●—	IRON PIPE FOUND
■	CONCRETE MONUMENT FOUND
—○—	UTILITY POLE
—□—	WATER VALVE
—X—	HYDRANT
—○—	GAS VALVE
—E.M.—	ELECTRIC METER
—O.M.—	GAS METER
—○—	SANITARY MANHOLE
—○—	MANHOLE
—○—	WATER SHUTOFF VALVE
—○—	CATCH BASIN
—○—	LIGHT POLE
-----	PROPERTY LINE
-----	ADJACENT PROPERTY LINE
-----	EXISTING RAILROAD TRACK
-----	EXISTING DOWN LINE FENCE
-----	EXISTING WATER LINE
-----	EXISTING SEWER LINE
-----	EXISTING GAS LINE
-----	OVERHEAD UTILITIES
-----	GRANITE PIPE
-----	EXISTING GLIDE RAIL
-----	PROPOSED GLIDE RAIL
-----	PROPOSED SILT FENCE
-----	PROPOSED LIMITS OF CLEARING
-----	CONTOUR LINE MAJOR
-----	MAJOR CONTOUR LINE
-----	MAJOR CONTOUR LINE PROPOSED
-----	MINOR CONTOUR LINE PROPOSED
-----	PROPOSED PRIVACY FENCE
-----	PROPOSED 8" WATER SERVICE
● TSV	PROPOSED TAPPING KEELE & VALVE
●	PROPOSED WATER VALVE
●	PROPOSED CATCH BASIN
-----	PROPOSED LANDSCAPE AREA

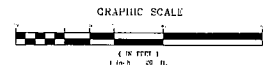
GRAPHIC SCALE



11510	DATE	REVISED FOR	
UNIMPROVED ALTERNATE EDITION ADDRESS TO A PLAIN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7203, PUBLIC CHARTER OF THE CITY OF THE 1ST STATE EDUCATION LAW.			
			
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS			
PROJECT TITLE:		NEW PROPERTIES	THOSE NOT LISTED PAGE 40-41-42
SECTION 17, BLOCK 3 LOT 14.1 2-20 LOW AVENUE			
TOWN OF MIDDLETON COUNTY OF MIDDLETON		SUBDIVISION PLAN	STATE OF MARYLAND COUNTY OF MIDDLETON
PREPARED FOR:		APPROVED BY: TITLE:	21-008
CITY OF MIDDLETON 16 JAMES STREET MIDDLETON, MD 10740		DESIGNED BY: PREPARED DATE:	
		DRAWN BY: TITLE:	6/8/24
			2
			BAD 2 OF 4

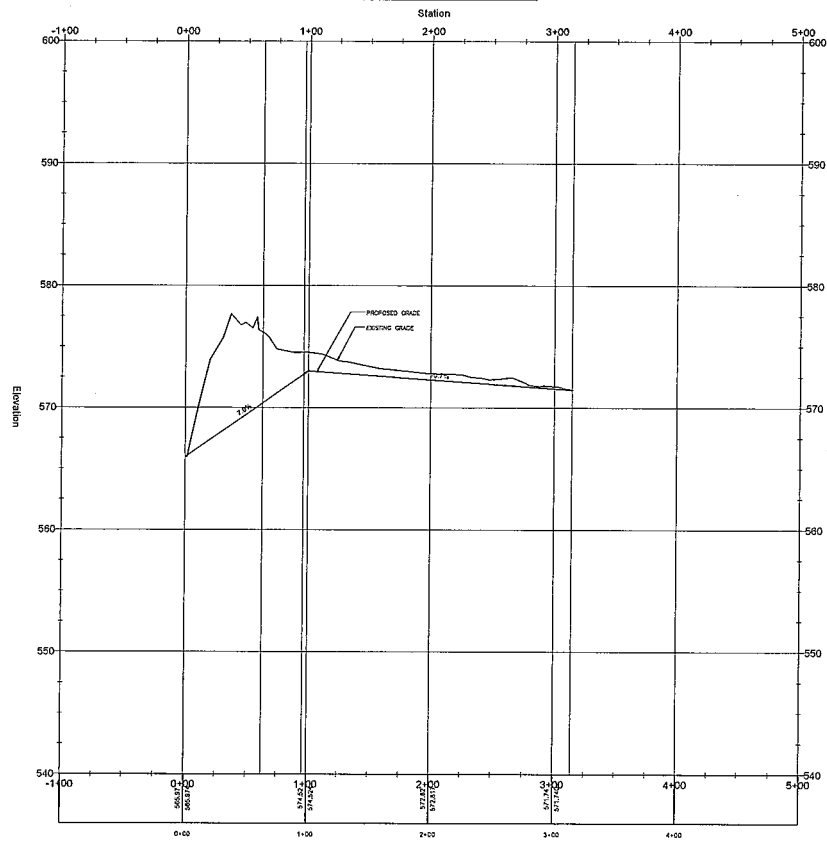


- LEGEND**
- IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - ⊕ UTILITY POLE
 - ⊕ WATER VALVE
 - ⊕ HYDRANT
 - ⊕ GAS VALVE
 - ⊕ ELECTRIC METER
 - ⊕ GAS METER
 - ⊕ SANITARY MANHOLE
 - ⊕ MANHOLE
 - ⊕ WATER SHUTOFF VALVE
 - ⊕ CATCH BASIN
 - ⊕ LIGHT POLE
 - PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - EXISTING RAILROAD TRACK
 - EXISTING CHAIN LINK FENCE
 - EXISTING WATER LINE
 - EXISTING SEWER LINE
 - EXISTING GAS LINE
 - OVERHEAD UTILITIES
 - DRAINAGE PIPE
 - EXISTING GUIDE RAIL
 - PROPOSED GUIDE RAIL
 - PROPOSED SELF FENCE
 - PROPOSED LINES OF CLEARING
 - CONTOUR LINE MAJOR
 - CONTOUR LINE MINOR
 - MAJOR CONTOUR LINE PROPOSED
 - MINOR CONTOUR LINE PROPOSED
 - PROPOSED PRIVACY FENCE
 - PROPOSED 6" WATER SERVICE
 - PROPOSED 8" WATER SERVICE
 - PROPOSED WATER VALVE
 - PROPOSED CATCH BASIN
 - PROPOSED LANDSCAPE AREA



SYMBOL	DATE	ISSUED FOR
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.		
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS		
PROJECT FILE: 18 JAMES STREET, MIDDLETOWN, NY 10940		
DATE: 8/6/24	SCALE: 1" = 20'	STATE OF NEW YORK: 21-000
DESIGNED BY: TUN	APPROVED BY: TUN	REFERENCE NUMBER: 3
DRAWN BY: TUN	DATE: 8/6/24	PAGE 3 OF 4

Alignment - (1) PROFILE



DATE		ISSUED FOR	
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 3 OF THE N.Y. STATE EDUCATION LAW.			
 FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS		PROFESSIONAL ENGINEER STATE OF NEW YORK EXPIRATION DATE: 06/15/24	
PROJECT TITLE: CANY PROPOSED SECTIONS 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE			
DRAWN BY: CITY OF MIDDLETON PREPARED FOR: CITY OF MIDDLETON 18 JAMES STREET MIDDLETON, NY 10840	APPROVED BY: [Signature] DATE: 6/1/24	SCALE: 1"=40' SHEET NUMBER: 4	STATE OF NEW YORK COUNTY OF ORANGE REFERENCE NUMBER: 21-088

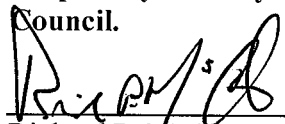


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

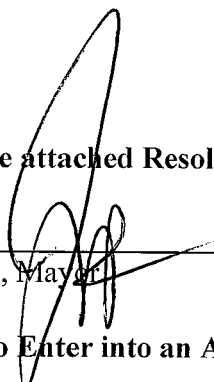
By: Alderman Masi
Seconded by: Alderwoman Wray
Date of Adoption: April 15, 2025
Index No: 111-25

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


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 4/18/25

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

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Ackerly & Hubbell Appraisal Corp for appraisal services

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

Prepared by:
Alex Smith, Corporation Counsel

Attachments:

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



April 3, 2025

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

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

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

**APPRAISAL SERVICES CONTRACT
"ENGAGEMENT LETTER"**

To Whom it May Concern:

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

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

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

APPRAISER agrees to conduct a scope of services that includes:

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

CLIENT agrees to remunerate APPRAISER a fee of

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

Post appraisal services:

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

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

- Survey

ACKERLY & HUBBELL APPRAISAL CORP.

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

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

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

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

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

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

Respectfully submitted:

ACKERLY & HUBBELL APPRAISAL CORP.

Andrew Ward

Senior Appraiser

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

AW

Project will commence upon receipt of signed contract and payment

AUTHORIZATION TO PROCEED

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

Signature

Date

Printed Name

Title

Person to contact for inspection

Phone number

ACKERLY & HUBBELL APPRAISAL CORP.

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



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Green
Date of Adoption: April 15, 2025
Index No: 112-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

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

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Capital Market Advisors for Financial Advisory Services through December of 2026

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

Prepared by:
Leonora Liz, Treasurer

Attachments:

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

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

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

Section 1 Financial Advisory Services

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

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

Section 2 Compensation

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

Capital Markets Advisors, LLC

Independent Financial Advisors

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

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

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

Section 3 Term of Agreement

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

Section 4 Responsibilities of Parties

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

Section 5 Binding Effect

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

Section 6 Required Regulatory Disclosure

Municipal Advisor Regulators

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

Capital Markets Advisors, LLC

Independent Financial Advisors

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

Conflicts of Interest Disclosure

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

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

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

Information Regarding Legal Events and Disciplinary History Disclosure

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

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

Capital Markets Advisors, LLC

Independent Financial Advisors

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

Future Supplemental Disclosures

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

Section 7 Independent Contractor

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

Section 8 Modification

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

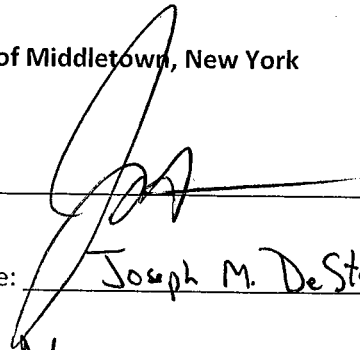
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

Richard Tortora

Richard R. Tortora
President

City of Middletown, New York

By: 

Name: Joseph M. DeStefano

Title: Mayor

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

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

Section 1 Financial Advisory Services

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

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

Section 2 Compensation

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

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

- For capital leases: a base fee of \$6,500 plus \$0.50 per \$1,000 of lease debt issued

- For Continuing Disclosure services: an annual fee of \$2,700

- 2.02 For advisory services rendered for which the above fees are not applicable, CMA will be compensated on an hourly basis at a rate of \$190 per hour.
- 2.03 The City will pay normal issuance costs such as printing, postage, photocopying, overnight delivery, web posting, Bond Counsel, rating agency fees and other associated expenses.
- 2.04 Payment of CMA's compensation for a financing is due within 30 days of receipt by the City of CMA's invoice.

Section 3 Term of Agreement

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

Section 4 Responsibilities of Parties

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

Section 5 Binding Effect

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

Section 6 Required Regulatory Disclosure

Municipal Advisor Regulators

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

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

Conflicts of Interest Disclosure

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

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

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

Information Regarding Legal Events and Disciplinary History Disclosure

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

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

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

Future Supplemental Disclosures

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

Section 7 Independent Contractor

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

Section 8 Modification

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

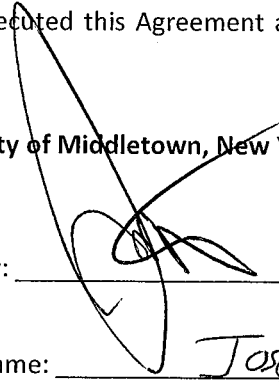
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

Richard Tortora

Richard R. Tortora
President

City of Middletown, New York

By:  _____

Name: Joseph M. DeStefano

Title: Mayor

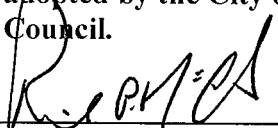


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

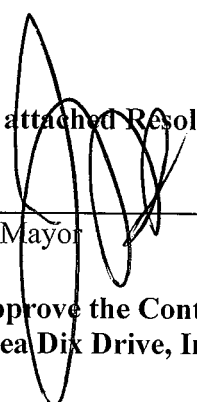
By: Alderman Johnson
Seconded by: Alderwoman Wray
Date of Adoption: April 15, 2025
Index No: 113-25

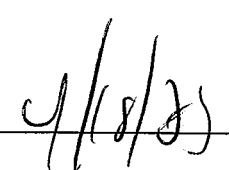
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 Contract of Sale for the Purchase and Development of 122 Dorothea Dix Drive, Including Development Goals and Targets

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

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

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

Attachments:

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

April 7, 2025

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

RE: 122 Dorothea Dix Drive

Dear Members:

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

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

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

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

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

CONTRACT OF SALE

DATE

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

PARTIES BETWEEN

CITY OF MIDDLETOWN

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

FEI TIAN COLLEGE

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

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

PURCHASE PRICE

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

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

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

SUBJECT TO PROVISIONS:

2. The PREMISES are to be transferred subject to:

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

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

running to improvements on the PREMISES.

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

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

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

TITLE COMPANY APPROVAL:

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

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

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

CLOSING DEFINED AND FORM OF DEED:

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

CLOSING DATE AND PLACE:

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

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

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

BROKERS:

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

APPORTIONMENTS:

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

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

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

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

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

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

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES, ETC.:

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

PURCHASERS LIEN:

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

SELLERS' INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

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

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

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

CONDITION OF PROPERTY:

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

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

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

ASSIGNMENT:

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

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

NOTE AND MORTGAGE

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

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

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

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

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

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

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

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

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

COMMON COUNCIL APPROVAL

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

DEFAULT

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

ENTIRE AGREEMENT:

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

CHANGES MUST BE IN WRITING

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

SURVIVAL:

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

expressly are stated herein to survive the Closing.

SINGULAR ALSO MEANS PLURAL:

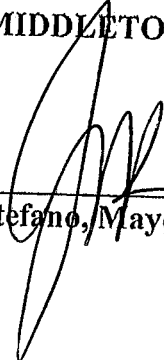
29. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

BINDING EFFECT:

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

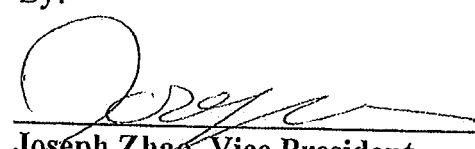
IN WITNESS WHEREOF, SELLER AND PURCHASER have duly executed this Contract on the date first above written.

CITY OF MIDDLETOWN, Seller
By:



Joseph DeStefano, Mayor

FEI TIAN COLLEGE, Purchaser
By:



Joseph Zhao, Vice President

EXHIBIT A – DESCRIPTION OF PROPERTY

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

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

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

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

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

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

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

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

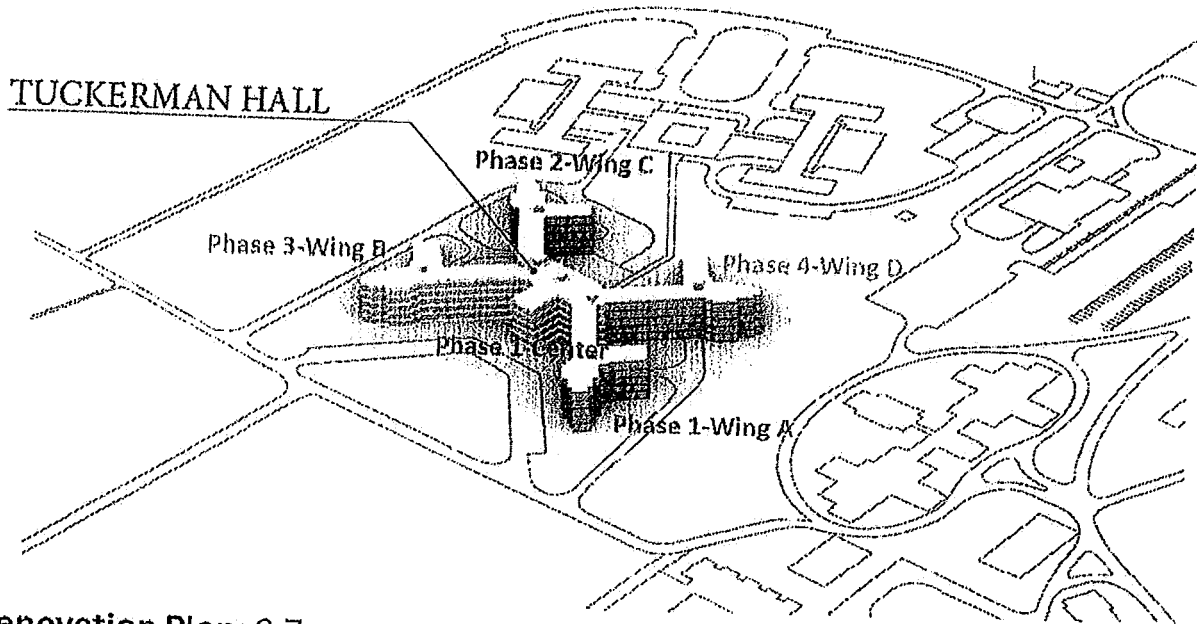
1. South 39-11-24 East 167.27 feet to a point;
 2. South 07-16-10 West 238.55 feet to a point on the southerly bounds of Ashley Avenue;
- to said point or place of beginning and containing 11.14 acres more or less as surveyed by Fusco Engineering and Land Surveying, D.P.C. dated December 6, 2024 and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

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

Exhibit B

Tuckerman Hall

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



Renovation Plan: 6-7 years

Tentative Phases

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

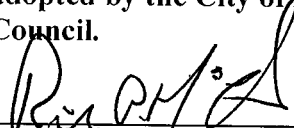


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

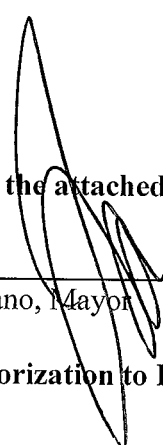
By: Alderman Jean-Francois
Seconded by: Alderman Tobin
Date of Adoption: April 15, 2025
Index No: 114-25

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


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 4/18/25

Authorization to Renew an Agreement with Auctions International

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

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

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

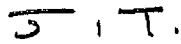
Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- AUCTIONS INTERNATIONAL CONTRACT RENEWAL
----	---

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

The terms and conditions have not changed.

Thank you.

JT/kg

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

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

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

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

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

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

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

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

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

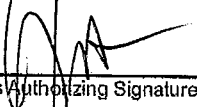
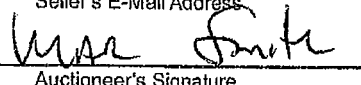
The Seller agrees to provide photographs and description of the auction merchandise to conduct the auction. In the event that the Seller cannot provide this information, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items for the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

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

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

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

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

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

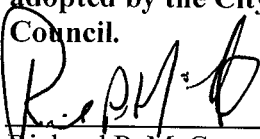


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

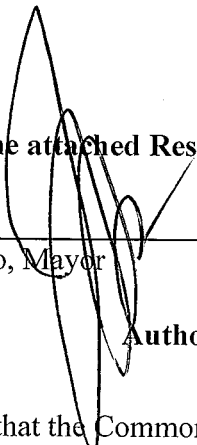
By: Alderman Witt
Seconded by: Alderman Green
Date of Adoption: April 15, 2025
Index No: 115-25

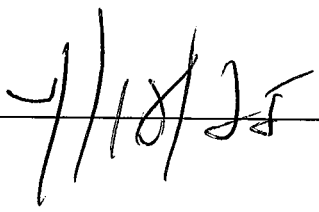
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 Surplus Vehicles

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

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

this vehicle are in poor condition.

Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- SURPLUS VEHICLES
----	----------------------------

Department of Public Works

Memorandum

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

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

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

Date: April 8, 2025

RE: Surplus vehicles

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

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

Thank you.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Green
Seconded by: Alderman Tobin
Date of Adoption: April 15, 2025
Index No: 116-25

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
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

4/18/25

Date

Authorization to Accept a Donation from Middletown Lions Club

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

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

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



Middletown Lions Club
P.O. Box 122
Middletown, NY 10940

ORANGE BANK AND TRUST COMPANY

50-247/219

4737

3/24/25

PAY TO THE
ORDER OF

City of Middletown

Two Hundred fifty dollars

\$ 250.00

DOLLARS

Diana Grupp
Treasurer

MEMO
Fishing derby

⑆004737⑆ ⑆021902475⑆ 198061⑆

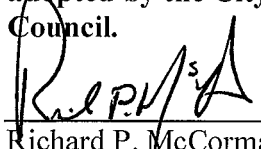


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

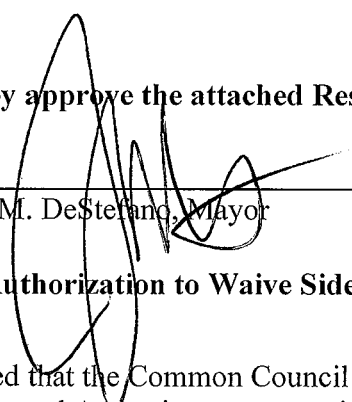
By: Alderman Kleiner
Seconded by: Alderman Green
Date of Adoption: April 15, 2025
Index No: 117-25

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

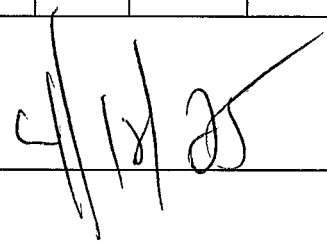

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 Waive Side Walk Sale Fees for the Cinco De Mayo Celebration

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

None

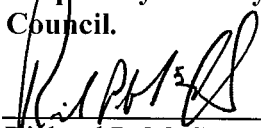


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

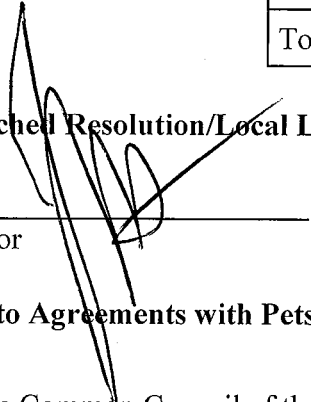
By: Alderwoman Wray
Seconded by: Alderman Johnson
Date of Adoption: April 15, 2025
Index No: 118-25

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

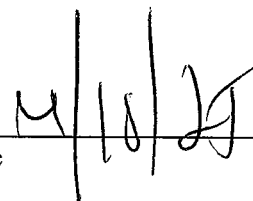

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date



Authorization to Enter into Agreements with Pets Alive Inc. for Stray Dogs and Cat Rescue

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes agreements with Pets Alive, Inc for stray dogs and cat rescues.

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

1. Middletown TNR

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

AGREEMENT

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

WITNESSETH

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

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

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

Recovery Stations:

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

Issues & Solutions:

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

Protocol For Sick Cats:

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

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

Volunteers and Staff:

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

TNR Coordinator and Pets Alive staff will:

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

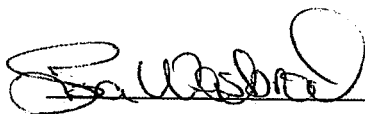
TNR Locations:

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

Reimbursement from the City of Middletown, New York:

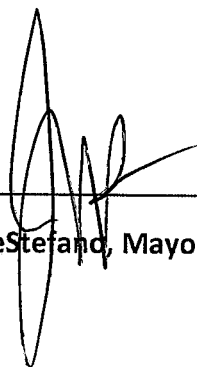
- The City of Middletown will pay Pets Alive a fee of \$50 per cat for TNR services.
- The City of Middletown will notify Pets Alive when the yearly TNR budget is exhausted.

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



Pets Alive Executive Director

Date



Joseph DeStefano, Mayor

4-18-2025

Date

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

Alive is a no-kill animal sanctuary).

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

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

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

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

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

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

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

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

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

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

11. The term of this Agreement is from _____2025, through December 31st, 2025. Either party, however, without prejudice to any other rights or remedy it may have, may with fourteen (14) days written notice to the other party, terminate this Agreement.

12.

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

Agreement must be in writing and signed by both parties.

b) Neither party may assign its rights or delegate its obligations under this Agreement without the other party's prior written consent.

This Agreement will be binding upon the parties hereto and their successors and permitted assigns.

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

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

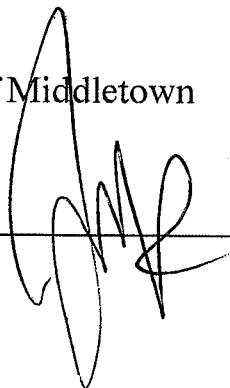
e) If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will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

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

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

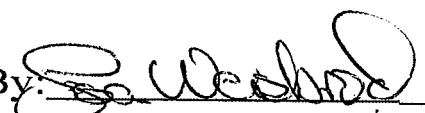
City of Middletown

By: _____



Pets Alive Inc.

By: _____



Lisa Weisbrod
Executive Director



**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: April 15, 2025
Index No: 119-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into an Agreement with Dumped Stray Animal Rescue

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Dumped Stray Animal Rescue, effective February 1, 2025.

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

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

AGREEMENT

THIS AGREEMENT made this ~~10th~~ ^{11th} day of ~~2021~~ ²⁰²² and ending December 31st, 2025, between the City of Middletown, a municipal corporation organized under the laws of the state of New York, located at 16 James Street, Middletown, New York 10940 ("City"), and Dumped Stray Animal Rescue Inc., a non-profit organization under the laws of the State of New York, located at 76 Houston Avenue, Middletown, New York, 10940.

WITNESSETH:

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

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

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

Recovery Stations:

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

Issues & Solutions:

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

Protocol For Sick Cats:

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

Robyn Stewart Will:

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

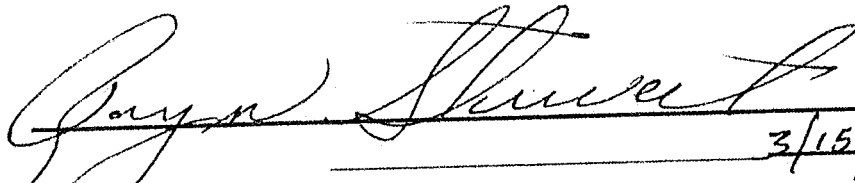
- Track information such as number of cats, locations, number of inquiries, issues, etc.

TNR Locations:

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

Reimbursement from the City of Middletown, New York:

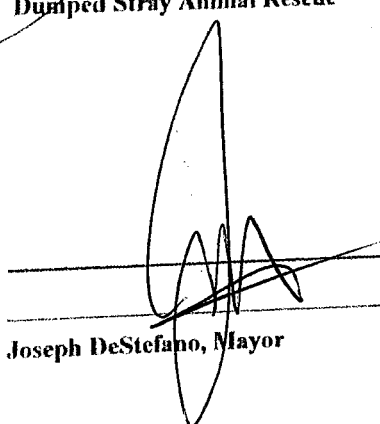
- The City of Middletown will pay Dumped Stray Animal Rescue a fee of \$50 per cat for TNR services.
- The City of Middletown will notify Dumped Stray Animal Rescue when the yearly TNR budget is exhausted.
- Dumped Stray Animal Rescue will provide a monthly invoice to the City of Middletown ACO via email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



Dumped Stray Animal Rescue

Date

3/15/25


Joseph DeStefano, Mayor

Date

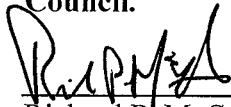


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

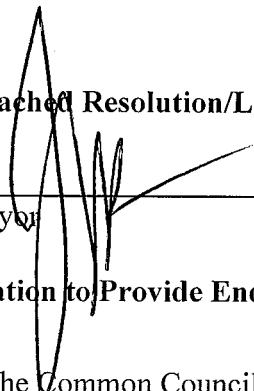
By: Alderman Witt
Seconded by: Alderman Masi
Date of Adoption: April 15, 2025
Index No: 120-25

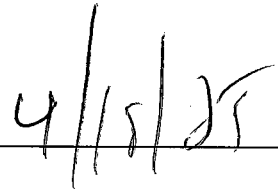
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 Provide End of Season Bonus for Lifeguards

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

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

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

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

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

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

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

Raelynn Bertholf

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Jean-Francois
Seconded by: Alderman Tobin
Date of Adoption: April 15, 2025
Index No: 121-25

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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

4/18/25

Date

Award the Street Materials & Asphalt Materials Bids

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

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

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

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

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

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

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

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

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

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

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

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

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

(Bloomingburg)

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

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

Prepared by:

Attachments:

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

Department of Public Works

City of Middletown

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



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

April 11, 2025

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

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

Gentlemen:

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

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

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

Callanan Industries 93 Sullivan Rd, Monticello NY 12701:

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

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

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

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

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

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

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

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

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

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

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

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

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

Screened Gravel: Stockpile @ \$25.95/ton

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

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

Respectfully submitted,



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

kg
Att.

PRE-MIX/ASPHALT MATERIALS

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

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

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

SAND AND GRAVEL

BTD of April 10, 2025	Tetz Asphalt, LLC 63 Cemetery Rd. Middletown NY 10940		Aden Mining & Materials PO Box 217 Montgomery NY 12549		Tilcon New York, Inc. 9 Erwin Rd Parsippany NJ 07054		Dick's Concrete 1053 County Rte 37 New Hampton NY 10958		Callanan Industries, Inc. PO Box 15097 Albany NY 12212	
	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant
Screened & Washed Sand per ton	\$36.00/ton	\$29.00/ton @ SLATE HILL PLANT	\$33.45/ton	\$28.95/ton @ Bloomingburg	NO BID	NO BID	\$36.95/ton	\$31.00/ton	NO BID	NO BID
Screened Gravel per ton	NO BID	NO BID	\$25.95/ton	\$21.45/ton @ Bloomingburg	NO BID	NO BID	\$28.45/ton	\$22.50/ton	NO BID	NO BID
NYS Item 304-2.02 per ton	\$23.50/ton	\$17.50/ton @ CHESTER PLANT	\$20.19/ton	\$15.96/ton @ Bloomingburg	\$31.15/ton	\$18.15/ton @ Gothen	\$18.50/ton	\$14.50/ton	\$23.40/ton	\$13.40/ton
Crushed Stone #2 per ton	\$30.00/ton	\$24.00/ton @ SLATE HILL PLANT	\$25.95/ton	\$21.45/ton @ Bloomingburg	\$35.50/ton	\$22.50/ton @ Gothen	\$23.50/ton	\$19.50/ton	\$38.00/ton	\$22.00/ton
#3 per ton	\$29.00/ton	\$23.00/ton @ CHESTER PLANT	\$25.95/ton	\$21.45/ton @ Bloomingburg	\$35.50/ton	\$22.50/ton @ Gothen	\$28.45/ton	\$22.50/ton	\$38.00/ton	\$22.00/ton
Rip rap (light stone fill) per ton	\$31.00/ton	\$25.00/ton @ CHESTER PLANT	\$32.45/ton	\$27.95/ton @ Bloomingburg	\$40.75/ton	\$27.75/ton @ Gothen	\$33.95/ton	\$28.00/ton	\$38.00/ton	\$22.00/ton
Run of Bank Gravel delivered to various locations within the City of Middletown, NY per cu.yd.	NO BID		\$19.50/ton @ Bloomingburg		NO BID		\$25.00/cu. yd.		NO BID	
Run of Bank Gravel loaded into City owned trucks by the successful bidder per cu.yd.	NO BID		\$14.45/ton @ Bloomingburg		NO BID		\$18.00/cu. yd.		NO BID	
The material upon which the prices are quoted is produced at	State Hill- 3078 US 6 State Hill NY and Chester- 66 Tetz Rd, Chester NY		90 Colabar Rd. Montgomery NY 12549 or 22 Mearie Rd. State Hill, NY 10973 or 680 Bloomingburg Rd, Bloomingburg, NY 12721		Gothen Quarry 2 Quarry Rd. Gothen NY 10924		New Hampton, NY		93 Sullivan Rd. Monticello NY 12701	

*RCA- Plant \$10.00/ton

*Award to Callanan Industries when full truck load is needed and ambient temperature permitting.
*Tetz awarded for short loads and time consideration per judgement of Deputy Commissioner.

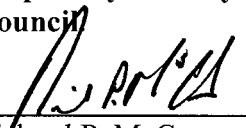


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

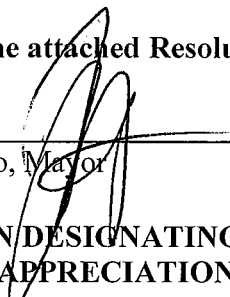
By: Alderwoman Wray
Seconded by: Alderman Johnson
Date of Adoption: April 15, 2025
Index No: 122-25

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


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 4/15/25

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

WHEREAS, every day, frontline workers show up for the people of Middletown—whether it's teachers shaping young minds, healthcare professionals saving lives, firefighters and EMS responding to emergencies, law enforcement officers keeping our streets safe, and Public Works employees ensuring our streets are they are the heart of our community; and or Public Works employees working tirelessly behind the scenes to maintain our infrastructure, ensure clean and safe public spaces, and keep our city running smoothly—they are the heart of our community;

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

WHEREAS, more than 70% of the U.S. workforce are frontline workers—people in healthcare,

education, emergency services, transportation, and more—playing a vital role in our economy, our safety, our health, and our children’s development; and

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

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

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

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

WHEREAS, across the United States, over 930,000 Public Works employees serve in roles that include sanitation, water treatment, road maintenance, engineering, and facilities management—and here in Middletown, our dedicated Public Works team maintains over countless miles of roads, oversees waste and recycling for thousands of residents, and responds to infrastructure needs year-round, often in extreme weather and during emergencies;

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

FRONTLINE WORKER APPRECIATION MONTH

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

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

Prepared by:

Attachments:

None

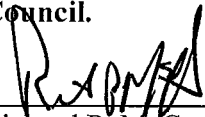


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

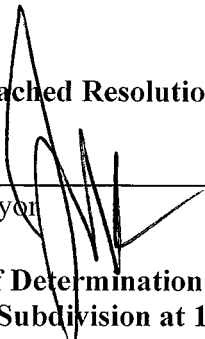
By: Alderwoman Wray
Seconded by: Alderman Johnson
Date of Adoption: April 15, 2025
Index No: 123-25

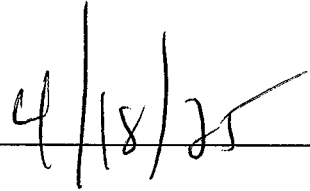
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 and Notice of Determination of Non-Significance Pursuant To 6 NYCRR 617.10
for a 2-Lot Subdivision at 15 Mercer Street and 16 Warren Street**

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

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

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

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

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

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

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

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

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

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

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



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

RECEIVED

AUG 26 2024

CITY CLERK
CITY OF MIDDLETOWN

Number of Lots of the Subdivision 2 Current Zone _____

Property # 1) Section 28 Block 4 Lot 7 (Property # 2) Section 28 Block 4 Lot 12

Address of Subject Property _____

Owner of Property # 1 Anthony Harden & Taymah Riley

Owner Address 15 Mercer Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296

Email _____

Property # 2) Applicant Name Tyrone DIAZ

If different from Owner
Applicant Address 16 Warren Street

City Middletown State NY Zip 10940

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

Email _____

Minor (2-3 lots) ☒ \$250.00

Plus Escrow ☒ \$100.00

Major (over 3 lots) _____ \$500.00

Paid _____

Paid _____

Paid _____

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

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

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

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☒	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
_____	☒	☐

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
_____	☒	☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
_____	☒	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>TYRONE DIAZ</u> Date: _____ Signature: _____ Title: _____		

BOUNDARY LINE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

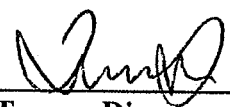
IN WITNESS WHEREOF, the parties have signed this agreement the 6 day of August, 2024.



Anthony Harden 8/6/24



Tajmah Riley 8/6/24



Tyrone Diaz 06 Aug 2024

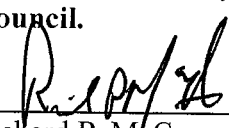


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

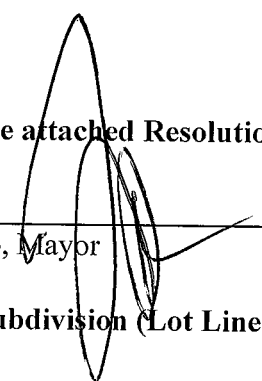
By: Alderman Johnson
Seconded by: Alderwoman Wray
Date of Adoption: April 15, 2025
Index No: 124-25

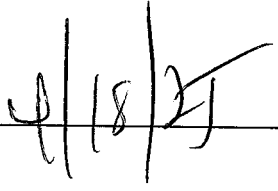
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 

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

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

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

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

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

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

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

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

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

Prepared by:

Attachments:

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



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

RECEIVED

AUG 26 2024

CITY CLERK
CITY OF MIDDLETOWN

Number of Lots of the Subdivision 2 Current Zone _____

Property # 1) Section 28 Block 4 Lot 7 (Property # 2) Section 28 Block 4 Lot 12

Address of Subject Property _____

Owner of Property # Anthony Harden & Taymah Riley

Owner Address 15 Mercer Street

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 646-302-5296

Email _____

Property # 2) Applicant Name Tyron Diaz

If different from Owner
Applicant Address 16 Warren Street

City Middletown State NY Zip 10940

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

Email _____

Minor (2-3 lots) ✓ \$250.00
Plus Escrow ✓ \$100.00
Major (over 3 lots) _____ \$500.00

Paid _____
Paid _____
Paid _____

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

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

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

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

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

BOUNDARY LINE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

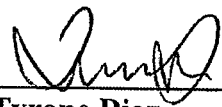
IN WITNESS WHEREOF, the parties have signed this agreement the 6 day of August, 2024.



Anthony Harden 8/6/24



Tajmah Riley 8/6/24

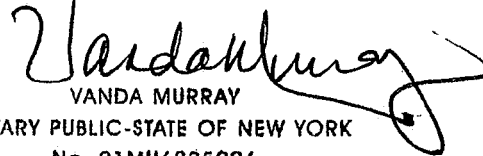


Tyrone Diaz 06 Aug 2024

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

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

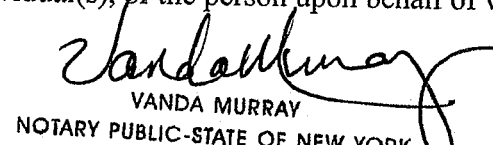
On the 6 day of August in the year 2024 before me, the undersigned, personally appeared Anthony Harden and Tajmah Pikey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgement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


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

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

Qualified in Orange County
My Commission Expires July 26, 2026

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


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

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

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

TYRON DIAZ
REF NO: SUBD

THANK YOU!

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

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

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

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

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 04/10/25 & City Website

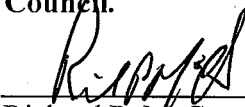


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

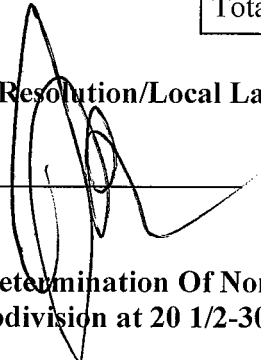
By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: April 15, 2025
Index No: 125-25

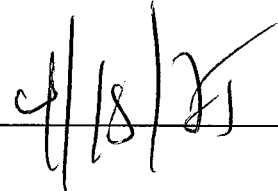
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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 And Notice Of Determination Of Non-Significance Pursuant To 6 NYCRR 617.10 for a 2-lot Subdivision at 20 1/2-30 Low Avenue- Front and Rear

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

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

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

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

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

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

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

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

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

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	SEAF O& W
----	-----------

Short Environmental Assessment Form

Part 1 - Project Information

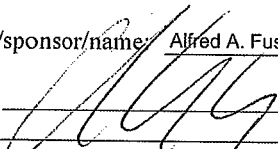
Instructions for Completing

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

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

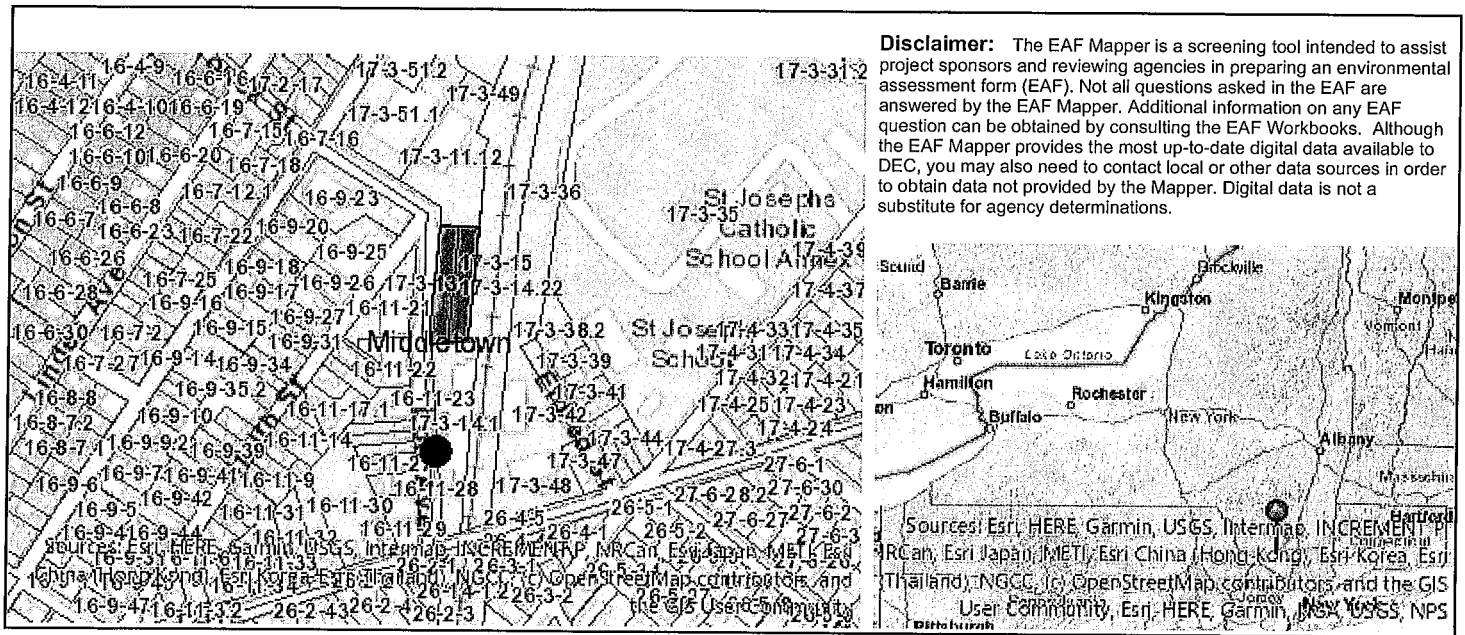
Part 1 – Project and Sponsor Information			
Shifting Gears Holding LLC			
Name of Action or Project: O&W Properties Lot Line Change			
Project Location (describe, and attach a location map): 20 1/2 - 30 Low Avenue			
Brief Description of Proposed Action: The applicant is proposing a lot line change between two existing lots. Lot 13 will continue to be used as an equipment supply distributor and lot 14.22 will be used as parking to serve lot 13 and the adjoining O&W property tax lot #14.1.			
Name of Applicant or Sponsor: Shifting Gears Holding LLC		Telephone: 845-591-5440	
		E-Mail: lountnrest@frontiernet.net	
Address: 20 1/2 - 30 Low Avenue			
City/PO: Middletown		State: NY	Zip Code: 10940
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES ☐
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			NO ☒
			YES ☐
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	☒	☐	
The existing building on lot 13 is already connected to the public water supply, lot 14.22 will not have any water service _____			
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☒	☐	
The existing building on lot 13 is already connected to the public sewer, lot 14.22 will not have any sewer _____			
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☒	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☒ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☒	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☒	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☒	YES ☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO ☒	YES ☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO ☒	YES ☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO ☒	YES ☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Alfred A. Fusco, Jr., P.E.</u> Date: <u>4/15/25</u> Signature: <u></u> Title: <u>Project Engineer</u>		

EAF Mapper Summary Report

Tuesday, April 15, 2025 10:41 AM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
Seconded by: Alderman Masi
Date of Adoption: April 15, 2025
Index No: 126-25

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	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

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

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

WHEREAS, the owner of the subject properties, Shifting Gears Holding, LLC, has filed a written Owners Endorsement with the Common Council, authorizing the City of Middletown to make this application, and

WHEREAS, the purpose of the lot line change is to allow for the formation of a parking lot to serve the O&W project, and

WHEREAS, the Common Council has issued a Negative Declaration for SEQRA purposes

pursuant to Article 8 of the Environmental Conservation Law, and

WHEREAS, the applicant has complied with all applicable requirements for final subdivision approval, and

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

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that final subdivision approval be and hereby is granted to the application to subdivide the properties located at tax parcels Section 17, Block 3, Lot 13, and Section 17, Block 3, Lot 14.22 as shown on a map entitled "Subdivision Plan" prepared by Fusco Engineering & Land Surveying, P.C., dated June 6, 2024, and filed in the Office of the Middletown Common Council Clerk, and

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

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

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

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

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

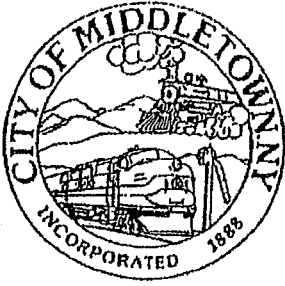
The complete proposed application and map of the property for the 2-lot subdivision are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 04/10/25 & City Website



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

Number of Lots of the Subdivision 2 Current Zone I1

Section 17 Block 3 Lots 13 & 14.22

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

Owner of Property Shifting Gears Holdings, LLC

Owner Address 20 1/2-30 Low Ave

City Middletown State NY Zip 10940

Telephone: Home _____ Cell: 845-591-5440

Email lountnrest@frontiernet.net

Applicant Name City of Middletown

If different from Owner
Applicant Address 16 James Street

City Middletown State NY Zip 10940

Telephone: Home 845-341-4101 Cell: _____

Email mayor@middletown-ny.com

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

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

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

RECEIVED
FEB 13 2025
CITY CLERK
CITY OF MIDDLETOWN

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

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

N/A

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

N/A

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

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

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

Sign at the place indicated and print name

Signature of applicant

Print Name and title Len Francesc / owner

Date

1/23/25

TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

A fee of \$250.00 was collected on _____

Escrow Amount \$100.00 on _____

Signature of Clerk or Designee

Date



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

OWNERS ENDORSEMENT

COUNTY OF ORANGE
STATE OF NEW YORK

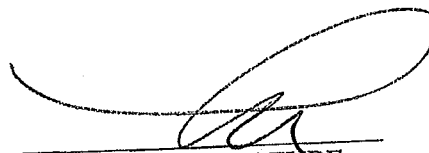
Lou Fracese being duly sworn, deposes and says that he/she resides
at 20 1/2-30 Low Ave, Middletown in the County of Orange and

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

of the Shifting Gears Holdings, LLC Corporation which is the owner
in fee of the premises described in the forgoing application and that he/she has authorized
City of Middletown & Fusco Engineering to make the foregoing application for
approval as described herein.

Sworn before me this day of 20

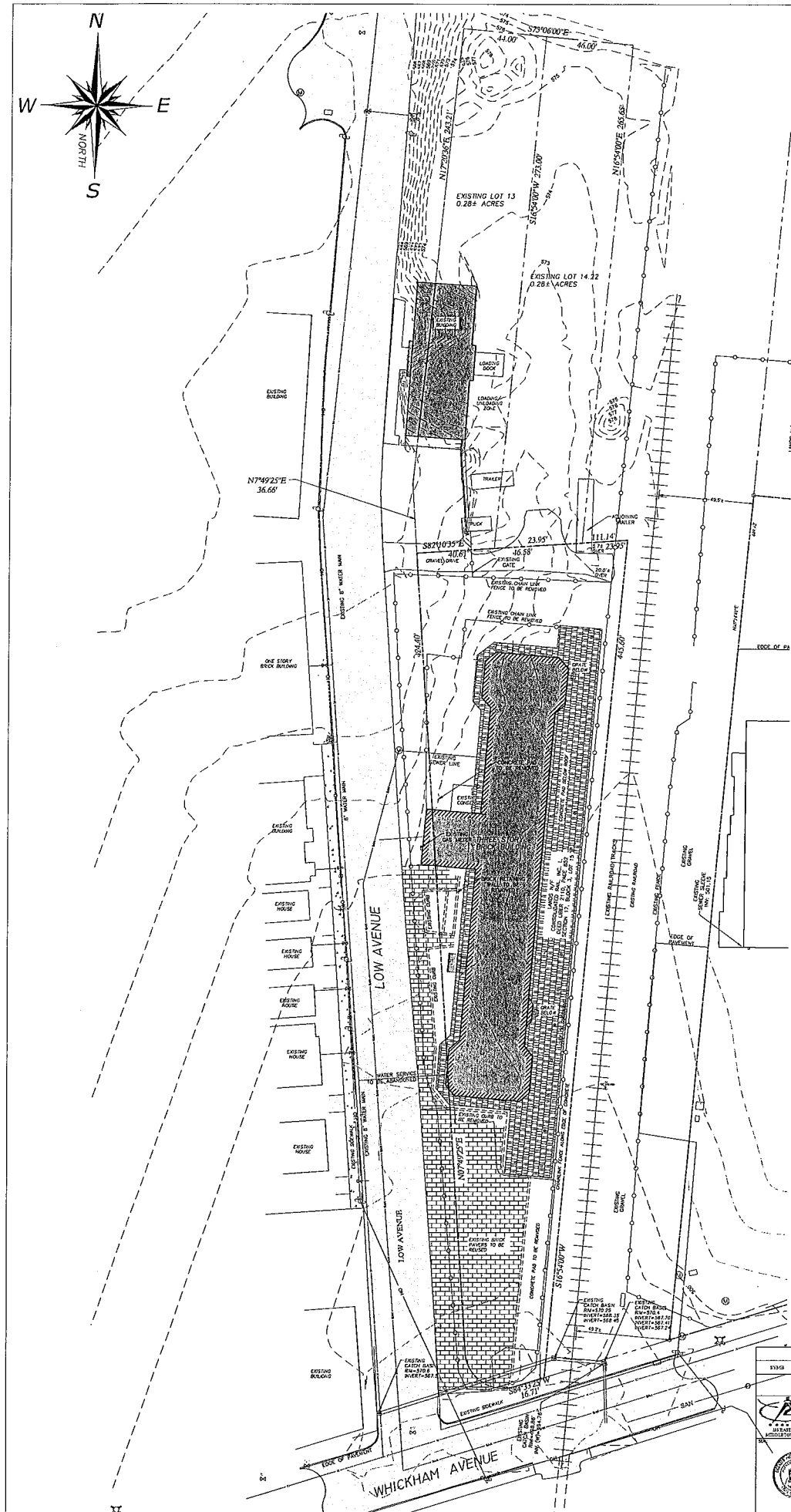
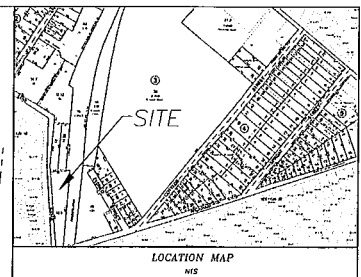
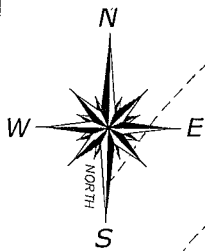
NOTARY PUBLIC



OWNERS SIGNATURE

16 James Street
Middletown, NY 10940

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

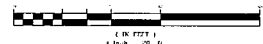


LEGEND

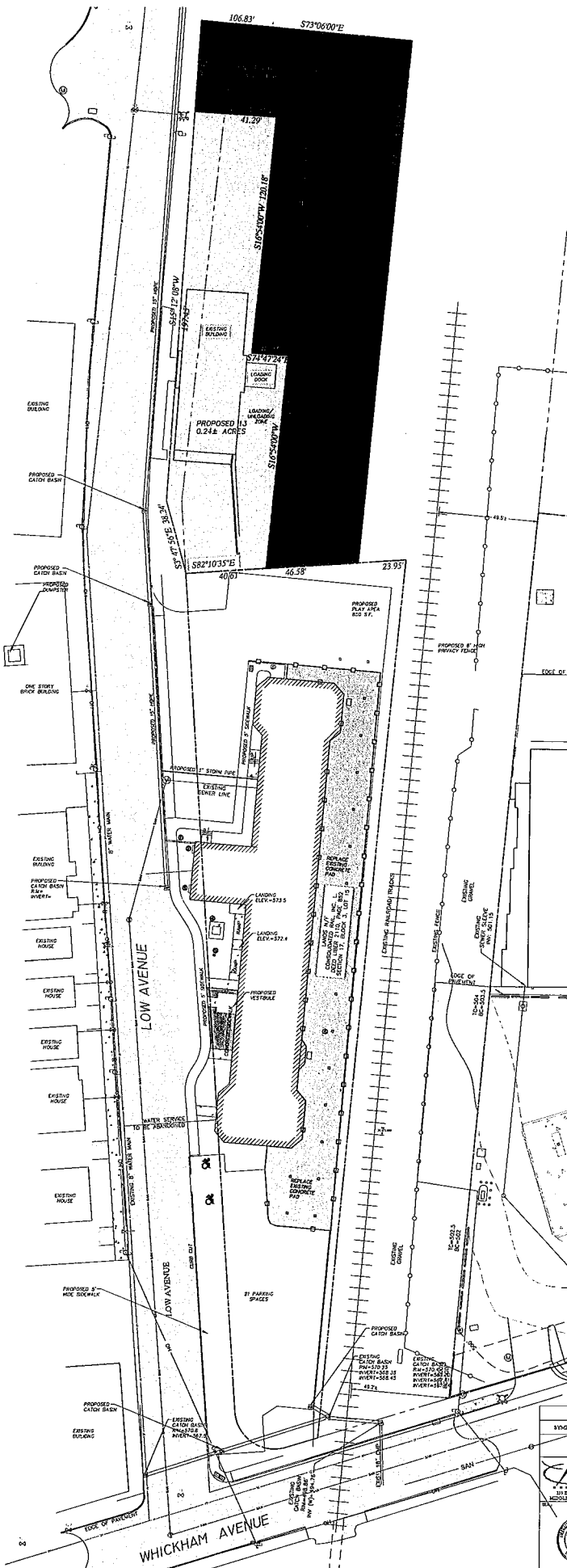
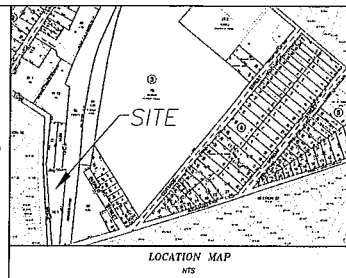
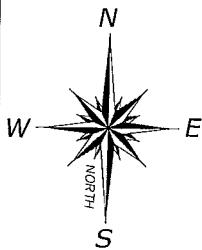
- IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- UTILITY POLE
- WATER VALVE
- HYDRANT
- GAS VALVE
- ELECTRIC WATER
- G.M. GAS METER
- SANITARY MANHOLE
- MANHOLE
- WATER SHUTOFF VALVE
- CATCH BASIN
- LIGHT POLE

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING RAILROAD TRACK
- EXISTING CHAIN LINK FENCE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING GAS LINE
- OVERHEAD UTILITIES
- DRAINAGE PIPE
- EXISTING GUIDE RAIL
- PROPOSED GUIDE RAIL
- PROPOSED S&T FENCE
- PROPOSED LIMITS OF CLEARING
- CONTOUR LINE MAJOR
- CONTOUR LINE MINOR
- MAJOR CONTOUR LINE PROPOSED
- MINOR CONTOUR LINE PROPOSED
- PROPOSED PRIVACY FENCE
- PROPOSED 6" WATER SERVICE
- T&V PROPOSED TAPPING SLEEVE & VALVE
- PROPOSED WATER MAIN
- PROPOSED CATCH BASIN
- PROPOSED LANDSCAPE AREA

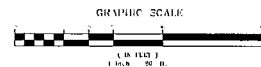
GRAPHIC SCALE



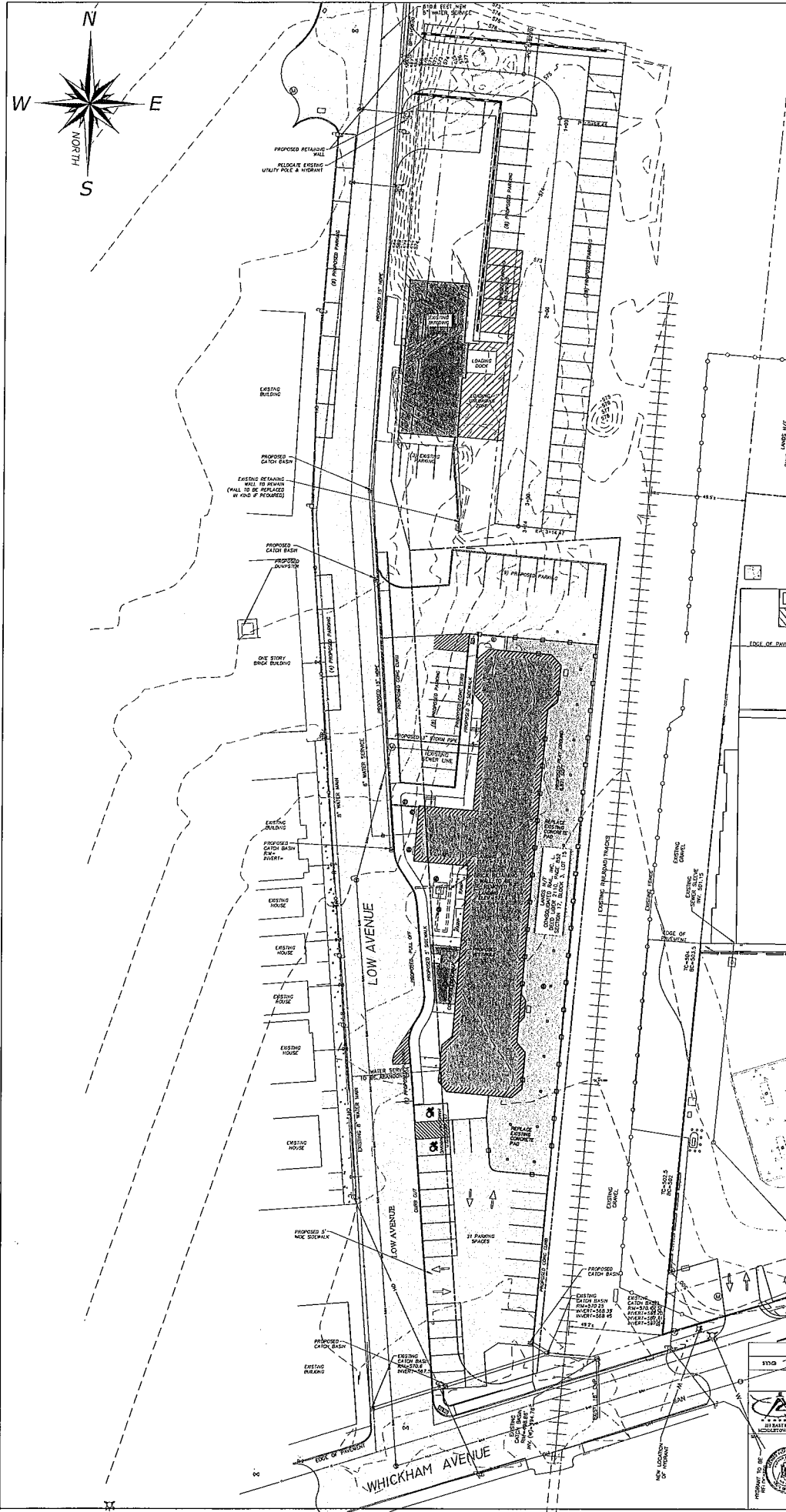
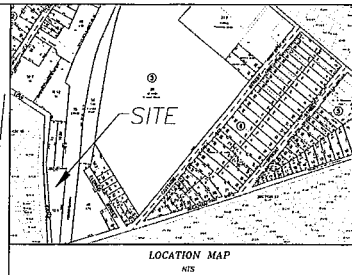
PROJECT	DATE	ISSUED FOR
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.		
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS		
PROJECT TITLE: LOT 13, BLOCK 3, LOT 14.1, 2-20 LOW AVENUE		
CITY OF MOHAWK	PARKING SKETCH	STATE OF NEW YORK
PREPARED FOR:	APPROVED BY:	COUNTY OF ORANGE
CITY OF MOHAWK	DATE: 6/6/24	REFERENCE NUMBER: 21-00A
18 JAMES STREET	REVISION DATE: 6/6/24	SHEET NUMBER: 1
MOHAWK, NY 10940	DRAWN BY: BM	PAGE 1 OF 4



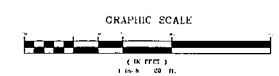
- LEGEND
- IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - UTILITY POLE
 - WATER VALVE
 - WATER METER
 - GAS VALVE
 - ELECTRIC METER
 - GAS METER
 - SANITARY MANHOLE
 - MANHOLE
 - WATER SHUTOFF VALVE
 - CATCH BASIN
 - LIGHT POLE
 - PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - EXISTING RAILROAD TRACK
 - EXISTING CHAIN LINK FENCE
 - EXISTING WATER LINE
 - EXISTING SEWER LINE
 - EXISTING ONE LINE
 - OVERHEAD UTILITIES
 - DRAINAGE PIPE
 - EXISTING GUIDE RAIL
 - PROPOSED GUIDE RAIL
 - PROPOSED SELF FENCE
 - PROPOSED LIMITS OF CLEARING
 - CONTOUR LINE MAJOR
 - CONTOUR LINE MINOR
 - MAJOR CONTOUR LINE PROPOSED
 - MINOR CONTOUR LINE PROPOSED
 - PROPOSED 6\"/>



DATE	ISSUED FOR
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.	
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS	
PROJECT TITLE: NEW PROPERTIES SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE	
CITY OF MIDDLETOWN	SUBDIVISION PLAN
APPROVED BY: [Signature]	SCALE: 1"=20'
DESIGNED BY: [Signature]	DATE: 6/6/24
CITY OF MIDDLETOWN 16 JAMES STREET MIDDLETOWN, NY 10940	STATE OF NEW YORK COUNTY OF ORANGE REFERENCE NUMBER 31-088 SHEET NUMBER 2 PAGE 2 OF 4

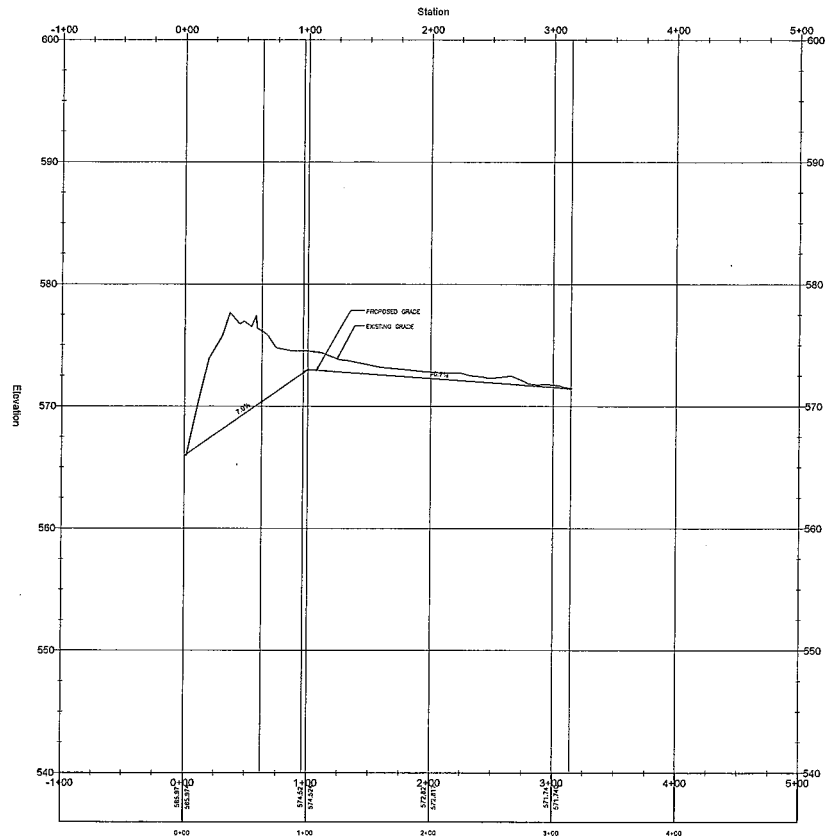


- LEGEND**
- 12" RCP PIPE FOUND
 - CONCRETE ADJUSTMENT FOUND
 - UTILITY POLE
 - WATER VALVE
 - HYDRANT
 - G.E. VALVE
 - E.M. ELECTRIC METER
 - G.S. GAS METER
 - SANITARY MANHOLE
 - MANHOLE
 - WATER SHUTOFF VALVE
 - CATCH BASIN
 - LIGHT POLE
 - PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - EXISTING RAILROAD TRACK
 - EXISTING CHAIN LINK FENCE
 - EXISTING WATER LINE
 - EXISTING SEWER LINE
 - EXISTING GAS LINE
 - OVERHEAD UTILITIES
 - ORANGE PIPE
 - EXISTING GUIDE RAIL
 - PROPOSED GUIDE RAIL
 - PROPOSED S&T FENCE
 - PROPOSED LIMITS OF CLEARING
 - CONTOUR LINE MAJOR
 - CONTOUR LINE MINOR
 - MAJOR CONTOUR LINE PROPOSED
 - MINOR CONTOUR LINE PROPOSED
 - PROPOSED PRIVACY FENCE
 - PROPOSED 6" WATER SERVICE
 - PROPOSED RAPPING SLEEVE & VALVE
 - PROPOSED WATER VALVE
 - PROPOSED CATCH BASIN
 - PROPOSED LANDSCAPE AREA



SYNO	DATE	THRU FOR
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.		
FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS		
PROJECT TITLE		DATE
SECTION 17, BLOCK 3, LOT 14.1		2-22-10
CITY OF MIDDLETOWN		STATE OF NEW YORK
COUNTY OF ORANGE		REFERENCE NUMBER
16 JAMES STREET		21-068
MIDDLETOWN, NY 10940		DESIGNED BY
FUSCO		DATE
6/8/24		3
PAGE 3 OF 4		

Alignment - (1) PROFILE



BY:	DATE:	ISSUED FOR:
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.		
 FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS		
PROJECT TITLE:		FILE NO. 45/141.003 FOX BULLYHILL
SECTION 17, BLOCK 3, LOT 14.1 2-20 LOW AVENUE		
DESIGNED BY:	PROFILE	STATE OF NEW YORK COUNTY OF ORANGE
CITY OF MOHAWK	SCALE: 1"=10'	REFERENCE NUMBER:
PREPARED FOR:	DESIGNED BY:	21-058
CITY OF MOHAWK 10 JAMES STREET MOHAWK, NY 12543	REVISOR DATE:	
DATE: 6/1/24	DATE:	4
PAGE: 4 OF 4		

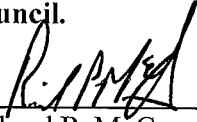


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

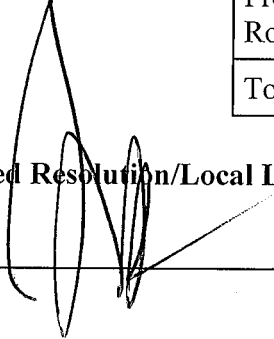
By: Alderman Green
Seconded by: Alderman Kleiner
Date of Adoption: April 15, 2025
Index No: 127-25

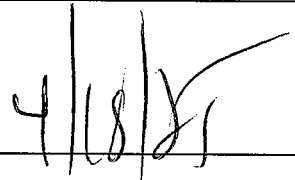
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


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 Amend City Code to Remove 24 Minute Parking from Lake Avenue

BE IT RESOLVED; that the Common Council of the City of Middletown authorizes amending City Code Chapter 460-17- 24-Minute Parking, repealing such designation from Lake Avenue on the easterly side beginning at a point 88 feet northerly of Wickham Avenue, two parking spaces.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None