CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JANUARY 3, 2023

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES December 6, 2022
4. CORRESPONDENCE, COMMUNICATION AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES (NOTHING THIS EVENING)
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)

- Resolution Establishing Common Council Standing Committees and Membership for 2023
- Resolution Adopting a Procurement Policy for 2023
- Resolution Adopting an Investment Policy for 2023
- Resolutions Adopting a Fee Schedule for 2023
- Resolution authorizing a contract with Orange County for the Senior Citizen Transportation Program
- Resolution authorizing a $13,400 budget transfer from within the 2022 Paramount Budget
- Resolution authorizing an agreement with CT Male Associates for work at the Cities Dams
- Resolution awarding Bids for upgrades to the three Shawangunk Dams and Kinch Dam
- Resolution Declaring a Vehicle as Surplus
- Resolution authorizing a $66,000 budget transfer
- Resolution authorizing budget transfers within the 2022 DPW Budget
- Resolution authorizing a $15,000 budget transfer within the 2022 Corporation Council Budget
- Resolution authorizing a contract renewal with CherryRoad Technologies for IT Support
- Resolution authorizing a $3,136.78 budget transfer for ARPA Consultant
- Resolution authorizing a proposal from CT Male for Engineering Construction and testing services required during the Kinch Dam Construction project

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- Resolution appointing Richard McCormack to the Planning Board
- Resolution appointing Regina Del Pizzo to the Board of Ethics
- Resolution Reappointing Wayne Hawkins to the Board of Ethics
- Resolution Reappointing Shawn Sullivan to the Police Commission
- Resolution Appointing Mary Ann Cavallaro to the Zoning Board of Appeals
- Resolution Reappointing Members of the Industrial Development Agency
- Resolution Reappointing Gef Chumard to the Architectural Review Board
- Resolution Reappointing Kathleen Rifkin to the Architectural Review Board
- Resolution Reappointing Maria Bruni to the Architectural Review Board
- Resolution Reappointing Nicole Hewson to the Planning Board
- Resolution Reappointing of Maria Bruni as the Director of Economic & Community Development

13. LOCAL LAWS (NOTHING THIS EVENING)

14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)

15. ADJOURNMENT

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COMMON COUNCIL

CITY OF MIDDLETOWN

----------X

December 6, 2022 - Transcript
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

Miguel Rodrigues, President of Common Council
Ald. Gerald Kleiner
Ald. Paul Johnson
Ald. Kate Ramkissoon
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Joseph Masi
Ald. Sparrow Tobin

Digitally Recorded Proceeding,
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1. Pledge of Allegiance

(Pledge of Allegiance)

PRESIDENT RODRIGUES: Please remain standing as I ask for a moment of silence for former police officer, Frank Perillo. Thank you.

2. Roll Call

PRESIDENT RODRIGUES: Roll.

Roll Call: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues.

3. Approval of Minutes

PRESIDENT RODRIGUES: Approval of minutes.

RICHARD MCCORMACK, CITY CLERK: Motion by Alderman Masi. Seconded by Alderman Witt. All in favor?

ALDERMANS: Aye.

4. Correspondence, Communications and Reports

PRESIDENT RODRIGUES: Correspondence.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening.

5. For the good of the City

PRESIDENT RODRIGUES: Today we have the

recreation department coming up for a special presentation.

UNIDENTIFIED SPEAKER: Good evening, everyone. On Wednesday, November 17th, we had two representatives from our youth program, Jayden Messerton (ph) and Severia Bertholf (ph). They represented our department at the 12th Annual Youth and Adult Submit. Also in attendance was some of our adult advisors, Nicole Psarakis, assistant to the superintendent; Contessa Beckford, who is the program coordinator; and Sasha Bertholf, who is a recreation specialist/parent of one of our youth representatives that were there that night.

At this summit, youth and adults who participate and get funding from the Orange County Youth Bureau from all over Orange County were there just to celebrate all the successes that all the various programs had in 2022. Chairman and Severia went up at the dinner, spoke about our programs, gave some amazing testimonies to the program and how it helped inspire them to become leaders within our community.

And without further ado, I would like to bring up Jayden Messerton and Severia Bertholf to share their speeches that they gave that night at the dinner.

JAYDEN MESSERTON: Good evening. For me, the Middletown Rec has provided me with a community that has truly helped me to grow as a person. During the summer, I readily attended the Rec's park program where they would hand out lunches and provide cool things for us to do while there.

And while I was there, I met a lot of nice families. And engaging with them helped me see a different range of perspectives. I mean, most importantly, it helped me to become more familiar with my community. And being there at all those different parks really personalized Middletown for me. And it's because of those experiences that I seem to not see things now at face value but rather learn about people and try to find the humanity in them.

And secondly, participating in the Rec's youth basketball program helped me to grow in how I treat others. Participating in the program and getting to know the people in it

helped me to relate to others from different backgrounds. And playing basketball with them, engaging in a common love, built a sense of camaraderie and mutual respect between us. Even though me and the people there all have our own separate lives and different problems that we face, we all come together and enjoy one similar thing and leave all of that behind us. And that type of bond and respect I think we can learn from as we look to further our communities in our cities, and in our state, and in our country as well.

SEVERIA BERTHOLF: Good evening. My name is Severia Bertholf. I'm 13 years old and I attend Twin Towers Middle School. And yes, you heard it right, it's another Bertholf.

Being born into this family in Middletown, serving my community has become second nature. I have taken part in so many activities and functions with the Recreation Department. And growing up, my mom and grammy, who worked there part time, would always bring me with them when they would work their events. My aunt, who is Raelynn Bertholf, the superintendent for the Parks and Rec, has been

working for them longer than I have been alive. So I guess you could say it runs in the family.

Now that I am 13 and my mom allows me to choose what activities I would like to take part in, I still turn to the Recreation Department for their programs along with all the extra activities I'm involved in. Like 845 Elite basketball and Old School Spots. I still continue to show up and show out for our community.

I have been through a lot in my short life and some things harder than others. I have overcome loss at an early age. And being involved with the Recreation Department and my community has allowed me to see that I am not alone. We have a community filled with youth just like me. Some go through worse, and some have it even harder. I continue to be active in my community as an outlet, a fun, different part of life. I continue to reach out to other kids in their time of need so they can see how much the Rec has to offer.

The Recreation Department gives us, the youth, a chance to thrive and explore in different ways. From boxing, to book clubs,

cooking classes, soccer clinics, and basketball camps, with many more, they have it all. For this reason, and not this reason alone, I believe that the Recreation Department has inspired me to be more active in my community. It is a positive change of life and a great support system and I low-key can't wait to work for them. Thank you.

PRESIDENT RODRIGUES: Great job.

UNIDENTIFIED SPEAKER: As you can see, what we do makes a huge impact on our youth. So, I would like to thank everybody here for continually supporting us and all of our programs, and the amazing staff that we have, all of the adult advisors that are there leading and guiding our youth to better them and inspire them to become active members of our community. So, again, thank you all.

PRESIDENT RODRIGUES: Thank you. Great job.

Anyone else who would like to address the Council?

CATHERINE MCMENAMY: Good evening. My name is Catherine McMenamy. I live at 19 Low Place in the City of Middletown. Several months

ago I was here with a suggestion that perhaps the City of Middletown could find its way to an ice rink. I had thought something small. I thought the suggestion was well received. When I came back several months later to see how we had progressed, the Mayor informed me that he had gone above and beyond --- and beyond my certainly wildest expectations, and proposed this ice rink that is now in the backyard here for the community here, our children and our families to enjoy. I just want to say thank you to all of you for your support. Thank you to the Mayor, who did a great job. He said it would be up and running by the winter, and here it is. Thank you for Jacob and his crew. Thank you to Raelynn and her department. I can't thank you enough. I think Middletown has done a great thing here. And I'm so proud to be part of this. You really did. You did a great job. Thank you.

PRESIDENT RODRIGUES: Thank you. Anyone else?

AMY SHIN: My name is Amy Shin. I am a resident of Middletown. I'm here to let -- to announce a very important seminar which is going

to be held by Mount Hope of Chinese Association in the Middletown Senior Center December the 8th. The title of this seminar is to Wake Up to the CCP Threat. The CCP indicates the Chinese Communist Party.

The Chinese Communist Party has infiltrated the United States to an alarming degree. Not just to steal economic and military secrets, but also to expand divisions and to sway Americans' opinions. The CCP --- as I indicated, the Chinese Communist Party. The CCP aims to bring down America in a way --- in a very comprehensive (unintelligible) warfare.

Following a dark feeling of unrestricted warfare, the CCP regime uses in the area of human actions a battlefield. Economic warfare seeks to destroy U.S. industrial base and create supply chain dependency. Financial warfare seeks to control Wall Street into shifting investments into China. Political warfare seeks to (unintelligible) the American system over constitutional and public. And a few more theories in the United States.

If our enemy is waging an unconventional war against us, if we still think

the CCP is just a competitor or a collaborator, we will lose the war. So it is very important for us to be aware what's going on now in the world and in our country. So many Americans began to worry about our country and worry about our kids. So they are eager to know what they can do to protect our community and to stop the threat from the CCP.

So this event and the CCP's on August the 8th evening will start at 7:00 at the Middletown Senior Center. So it will provide the deep insight into the activities of the CCP in the United States and the discussion of the unparalleled human suffering communism has brought into the world over the last century.

The panel --- there are three panels. They are all Chinese experts. One is called --- his name is Chris Chapel (ph). He hosts China Unsensored, YouTuber. He has about a two million people follower. Also, another panel is called --- whose name is Kay Rubacek. She also has a --- she is author of China's Walking Death. A prisoner journey into the strange world of communist culture. And both sides of Kay's family had escaped communist regime, which

put her in the unique position of being able to offer an educated and personal perspective of the ways in which totalitarian communists operate against their own citizens.

We have had two seminars like this. One at Mount Hope. One at Port Jervis. And we received a lot of good feedback. And the American people really care about our community, our area, and they wanted to help us to do more of this seminar. That's why the Mount Hope community decided to do one in Middletown. So I would like to invite everyone to go there to support this event. Because if you don't do this, our country is going to be in danger, and in our community, we also, we will suffer.

I also want to thank the Middletown government, the Mayor, and every council that you're helping --- doing a great job. I have been here for six years. I find that this town is the town that upholds justice and care about our residents. That's why I volunteer to do this. Thank you very much.

PRESIDENT RODRIGUES: Thank you. Anyone else?

7. Remarks of department heads.

PRESIDENT RODRIGUES: Remarks of department heads, Economic Development.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Good evening, everyone. I just want to say we had an outstanding tree lighting celebration. Probably the largest we've had. I want to thank everybody that --- I'll try to thank everybody, but there was truly a community parade, a community lighting. The Boat Team, Joseph, Aiden; the Paramount Team, Stephania and Eileen did a tremendous job with the organization of the parade and the lighting. City departments, Jacob, DPW; his deputy, Ross Mastria; Chief Ewanciw and the police department; Chief Varga (ph) for securing Santa's ride. That's the hit of the night. And the Parks and Rec Department, Raelynn and her entire staff. And of course thanks to Our Lady of Mount Carmel School and Parish this year for donating the tree. And just everybody.

The parade had about 500 participants. Floats, City departments. I hear there is a little competition going on with floats for next year. Buddy the Elf was --- I don't know. So, a great night kicked off our Small Business

Saturday weekend and all that stuff, Holiday season.

The Menorah lighting is coming up Monday, December 19th, at 4:30, at Run 4 Downtown Park. We're working with Temple Sinai and the Rabbi. So, that's December 19th at 4:30.

And also, tonight there is a resolution on the agenda approving some temporary borrowing for the infill (ph) development project that we've been working on to establish an account minding the capital fund. As you know, we secured a grant through Senator Skoufis. You voted on the grant in November.

And also, we secured, and the council approved, Rand Commercial to serve as our broker, because this infill project requires some acquisitions of property. And the Mayor also has briefed you all along, and also over the weekend he sent out an update, an email to everyone. So, with that said, if you have any questions.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALDERMAN KLEINER: Thank you. I just wanted to mention that a couple people mentioned

to me, who weren't able to attend the tree lighting but watched it on TV, and they said what an excellent job everybody did. Really good. They felt like they didn't miss a thing.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Thank you. Shout out to Eileen, who is behind that door, for Facebook and all that.

ALDERMAN KLEINER: Very good.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Streaming. Thank you.

PRESIDENT RODRIGUES: Anyone else?

DPW commissioner.

JACOB TAWIL, DPW COMMISSIONER: Good evening all. I'll start off with the reporting to the public, and the council has been appraised, the council is aware about the taste issues that we have on our finished water. Water, as much as it looks like it's easy to treat and to handle, it is until something goes wrong. And there are several things that could be going wrong. And it's very hard to put your hands on what is going on, and it takes time to get to it.

So, we regret --- we regret these issues. I take it personally because I spend my

life in the waste water industry.

It is something that could not be helped, unfortunately. There was an algae boom in the reservoir that required treatment. What happens is when you kill the algae, you have these other issues in the water because that's what the algae gives out.

There was an alternate process in the treatment. I don't want to get into the weeds of things that deserve filtration, which is a different process. But unfortunately, we don't have that process. And the water treatment plant performed excellent --- produced excellent first-quality water for years since it was built back in 2010. And now we just got smacked in the head, you know. I see that you guys don't take things for granted, keep eyes wide open and explore all the time and find different technologies, and so on and so forth.

So, with that being said, I think we did find a solution for this problem right now, which is basically diverting all our water intake to Highland. Today we finished the last water --- the last piping adjustment to enable us to take water from Highland only. There is

still some mix coming in from Monhagen. It's not 100 percent. But we feel confident that we got it. We got the issue. I'm there all the time now. We're tasting the water and it's getting better, but it is going to take a while for it to go throughout the water distribution system. Because as you know, we have water in the pipe. It is going to take a while for it to dissipate. We have water storage tanks that are holding water right now with that musty earthy taste to it. And you know, it is going to take some time. But we're working on it.

Tomorrow we are going to be testing new chemicals in there that possibly could help with the situation. Covid did direct us as well. The proven technology that will help with the taste and odor is granular activated carbon, which we do have in all filters. Each year we put fresh and replace original media and one of the filters. Each year we do one filter. So, one out of three.

This year, because of Covid and the supply chain, and so on and so forth, it was not regenerating the granular activated carbon, it was replacing it completely. So, Calgon, which

is one of the biggest companies in the world, indeed in this country, that handles granular activated carbon, they pushed us back from April until --- now we're targeted to the middle of this month to replace it. So, if that would have been there, that would have helped a little bit. But that's one filter out of three. So that's another contributing factor to the issue. So it was communicable factors, including the algae.

Again, I don't want to keep going back and forth about it, but that's the reason why we are purchasing the watershed and the properties around the watershed in order to preserve it, make sure there is no industrial waste, there is no phosphorus, there is no nitrogen product in the air which promotes the algae growth in our reservoirs.

So that's where we are. Again, my deepest apology. I take this matter personally. I've been there, spending all my time up there with the guys, with the operators. It is the same operating firm that ran the plant for the past 12 years. They are still the same firm. The founder of the firm is still involved in

this trying to figure things out. But unfortunately, our hands are tied. But we were able to find another source that's not impacted, which is Highland reservoir. And hopefully, you will see the results very soon in your water faucets. Again, it is with our deepest regrets that this happened as we take pride in this operation.

Anybody has any comments about this before I go to a different point? Yes.

UNIDENTIFIED SPEAKER: Quick question. So, the water is completely safe and everything, just to reiterate, it's just the taste?

JACOB TAWIL, DPW COMMISSIONER: Yes, the Department of Health was doing the annual inspection and they went through the whole thing with us. I was there for their inspection. I'm usually there for their annual inspection. The water is perfectly in compliance with the New York State Department of Health and EPA, yes. You're welcome.

So, the next item before --- we open the bids today for upgrading our dams at Shawangunk Reservoir, which is three dams in there. They would be upgraded in order to

comply with the DEC requirements. The bids came in. One is about --- the lowest one was about $700,000 more than the engineer's price, but we'll go with the engineer's estimate. And another one was almost in line. So, we are going to go through this and we'll come back and make a recommendation to you guys about which way to go.

DEC is after us to submit another schedule within 45 days. That was like a month ago. By the end of this year, end of this month, to tell them when we are going to be upgrading the Monhagen dams, Monhagen Reservoir dams, and when are we going to be upgrading the Highland Reservoir dams, which is a great expense obviously to us, great expense to the users of the City of Middletown water basically.

We are hoping that the Federal Government --- they are spending money on infrastructure and so on and so forth. Unfortunately, dams are not part of it. Hopefully it will be part of it. Hopefully our Federal elected officials will help out to point that one of the oldest structures in the country are dams. They are under different regulations.

The new regulations are different. They require different configuration, different spillway length, and so on and so forth. And all the dams have to be upgraded, so hopefully the Federal Government will step in and start providing some grants and some funding for this important --- extreme important. Most of the dams in this country were built like 100 plus years ago. New dams have not been built since I think the '30s or '40s. So, they are old structures.

They need funding from the Federal Government. The local taxpayers cannot handle all this expenditure and they are required to upgrade the dams. So hopefully --- although I'm sure the Mayor will be reaching out to our Federal elected officials to see if we can do something with that.

Traffic operations. Our capital projects right now, traffic operations are winding down. You can see the excavation, they are closing up sites right now before the winter hits us. Thank God the snow has been delayed a little bit and will not be impacted with our budget with the salt and everything like that.

We are just closing up all open sites right now and then we are going to call it a day. And then hopefully in February or March, we will start construction again with that three-year traffic operation project.

Leaf pickups. Some Aldermen here, they mentioned it to me, tomorrow they will be finishing the City. Ward 1 will be done. And then we will go quickly to find any hot spots in there and we will pick them up. Please don't put any other more leaves in there because we have other things to attend to, and that will conclude that.

Before the meeting tonight, there was a council celebration for the contract with Interstate Waste Management. We have been negotiating with them, so we are trying to get this position filled as soon as possible. And we are working within the confines of civil service to get it done ASAP. Otherwise, by the end of this year, we will be without a principal clerk.

Any questions?

PRESIDENT RODRIGUES: Any questions for Jacob? Thank you, Jacob.

Fire chief.

NICK BARBER, FIRE CHIEF: Good evening, everybody. Maria, I just want to say it was a great parade. And game on when it comes to the float. You can tell everybody we had the best float out there.

Other than that, we have a resolution for you tonight. And I'm hoping for everybody supporting it. It's very big for the fire department. Other than that, I have nothing. Any questions?

PRESIDENT RODRIGUES: Any questions for the fire chief? Thank you, Chief.

Police chief.

JOHN EWANCIW, POLICE CHIEF: Good evening all. I have nothing this evening unless you have something for me.

PRESIDENT RODRIGUES: Questions for the police chief? Thank you, Chief.

Recreation.

UNIDENTIFIED SPEAKER, RECREATION: Good evening. I just want to update on the ice skating rink. The night of the parade, parade streets were busy. I think the ice skating rink was jam packed. We couldn't even take a head

count with the people that were in and out. We limited it to 20-minute sessions. We went through every pair of skates that night on a continuous 20-minute rollover. At one point, the line was all the way to the road, from the shed to the road filled with people.

A big thank you to the police department. Some of their officers are very big into ice skating and hockey and they were an extreme help not only that night but continuing with advice and lending their knowledge of ice skating so that we could continue advancing the ice skating rink.

Right now we're averaging --- Friday nights we're getting --- we have the family Fridays. It's definitely bringing in some families. We are seeing a lot of Touro kids, college students coming out ice skating. Also a lot of couples also on Fridays for the ice skating. We are also seeing a lot of teams coming and trying it out. Every now and then, you hear that big bang against the boards, and then you know someone is down.

Going ahead, we are looking into having some specialized theme nights there. Like going

over the music player that we have there, like a disco night, '80s night, '90s night, a glow night. We're also working with the big district on doing a candy cane event. The flyer just went out today on Facebook for it. Kind of like an Easter egg hunt but with candy canes. It had a lot of shares, so we have to get a lot of candy canes.

Any questions?

PRESIDENT RODRIGUES: Great job. Corporation counsel.

UNIDENTIFIED SPEAKER: I don't have anything else tonight unless anybody has any questions.

PRESIDENT RODRIGUES: Questions for the corporation counsel?

City clerk.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening.

PRESIDENT RODRIGUES: Questions for the City clerk?

8. Petitions. Public hearing and petitions.

RICHARD MCCORMACK, CITY CLERK: Good evening. Notice is hereby given that the City of Middletown will hold a public hearing on

Tuesday, December 6th, 2022, on or as near to 7:30 p.m. as possible in the Common Council Chambers, Second Floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed zoning amendment to Section 475-20 C-2, Limited Business District, Subsection B, uses requiring issuance of both a special use permit and site plan approval by the planning board.

Paragraph 11. Offices of the following. It is hereby further amended, by adding a new subparagraph, Paragraph 11, to read as follows: Offsite commercial cleaning services, but only in that C-2 Zoning District bounded by Sprague Avenue, Sterling Street, Academy Avenue, and Genung Street, and further provided that all services must be provided off site, and all large equipment must be stored inside the structure, as per the direction of the planning board.

Persons wishing to be heard will be given an opportunity to speak either for or against the proposed zoning amendment. The proposed zoning amendment is available in the office of the Common Council clerk, and the public hearing shall be conducted in person, via

video teleconference, and live on Channel 20.

By order of the Common Council, Richard McCormack. Published 11/29 and 11/30 of 2022.

PRESIDENT RODRIGUES: At this time, the public hearing is now open. Anyone from the public?

JOANNE IVES CUDNEY: Good evening. I'm Joanne Ives Cudney. This is my husband, George Cudney. In reference to that, we're a cleaning company. We're wondering what kind of chemicals are going to be stored in there. Like are they hazardous, or what is exactly going to be stored in there?

UNIDENTIFIED SPEAKER: They are a property management company. They have several --- I don't think they have chemicals. They manage properties.

JOANNE IVES CUDNEY: So no chemicals?

UNIDENTIFIED SPEAKER: No.

JOANNE IVES CUDNEY: Are there going to be offices?

UNIDENTIFIED SPEAKER: There is offices there now.

JOANNE IVES CUDNEY: And how many trucks are we talking?

UNIDENTIFIED SPEAKER: They said two to three trucks that will be there. And there are zoning --- when we talked to Alex, everything has to be enclosed to stay inside.

JOANNE IVES CUDNEY: And parking. I'm assuming they have employees?

UNIDENTIFIED SPEAKER: Correct.

JOANNE IVES CUDNEY: So where would the employees park?

UNIDENTIFIED SPEAKER: They'll park in the parking lot.

JOANNE IVES CUDNEY: Okay. Anything else?

GEORGE CUDNEY: I just wanted to know if there was chemicals.

JOANNE IVES CUDNEY: Okay. Thank you.

UNIDENTIFIED SPEAKER: Any time. Anyone else?

MAY LA (ph): Good evening, everyone. My name is May La. I am from Mount Hope Chinese Association.

PRESIDENT RODRIGUES: This is only for a public hearing, not for public comment.

MAY LA: Not public speech. Oh, sorry.

PRESIDENT RODRIGUES: Sorry.

MAY LA: That's okay.

PRESIDENT RODRIGUES: Anyone from the public on the public hearing? Any councilmen or aldermen have any issues or concerns?

Motion to close?

ALDERMAN MASI: Motion.

PRESIDENT RODRIGUES: Motion by Alderman Masi. Seconded by Alderman Green. All in favor.

ALDERMANS: Aye.

PRESIDENT RODRIGUES: The public hearing is now closed.

10. Remarks of the Alderman.

PRESIDENT RODRIGUES: Remarks of Alderman. Alderman Masi.

ALDERMAN MASI: You and your entire group and all the other departments that collaborated on the tree lighting, thank you very much. Everyone did a fantastic job. I'm sorry I wasn't able to be there. I was down and out. But I did watch it. And all the comments that I've heard throughout the community have been nothing but positive. Along with the ice skating. That's a home run.

And then finally, if my math is

correct, tomorrow is the 81st anniversary of Pearl Harbor Day, so please give remembrance to that. Thank you.

PRESIDENT RODRIGUES: Thank you. Alderman Witt.

ALDERMAN WITT: Thank you.

Just a reminder, there will be no first board meeting on December 14th. Neither Alderman Masi or myself are available on that day. So we will see you in January, I hope.

I also want to echo my congratulations on a great job on the parade and the tree lighting. It just seems to just get bigger and bigger. And I heard nothing --- and I also saw the Facebook Live stream. That was really a cool thing, a cool element.

I happen to be on the staff for the school district hosting the state semi-finals in football. That was a two-day event. And two weeks earlier there was soccer semi-finals and championship games that were there. These are things that have been going on for a while. Soccer since 2010, and the football since 2019. And just a reminder that like what this brings into our community and the area, I mean,

according to the folks at the --- with Orange County Tourism, they've estimated each of these events at $750,000 a weekend. So, 1.5 million is just --- it's nice to see. And it's going to be two more years for each of those. Just something to consider. So, thank you very much everybody.

PRESIDENT RODRIGUES: Alderman Green.

ALDERMAN GREEN: Thank you. Alderman Kleiner and I will be having the Second Ward constituents meeting here on Monday the 12th at 7:00 p.m. We'll have a couple of little refreshments, holiday things. So we hope to see you here for that.

I will quickly echo just how amazing our tree lighting and parade was. The entire weekend really. It is wintertime in the City and there is so much to do. And then I just want to give kudos again to the Recreation Department. To hear from the young about the wonderful things about --- the opportunities they're given are really enhancing theirs lives in more ways than just providing a place to go and an activity to do. It's really putting civic-minded thoughts in their heads and really

helping them grow. So, kudos to the Rec Department for everything you do and all the activities you provide everyone. So, thank you again.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALDERMAN KLEINER: Thank you. I just want to send my condolences out to begin with to Officer Frank Perillo. Frank was a great Middletown Police Officer. He also went on to be a pilot, and a commercial pilot, and then a pilot instructor. He had several different careers. Plus he was my classmate and was a big part of our reunion this year. So, we will miss him.

I want to thank the people who turned out for the tree lighting. I thank everyone who put it together. But I have never seen the streets so packed. And the whole downtown was just filled with Middletown residents and well wishers. So that's what really made it a great celebration. So thank you to everyone who turned out.

Something to think about --- our Second Ward constituents meeting, we are thinking that we will not try and have a January or February

constituents meeting. So, I know the weather can get a little dicy, so if anyone has any real issues, or any real concerns, we can have it. But we will be here next Monday, hopefully, with some cider and donuts or something like that in the holiday spirit.

I know the American Legion Post 151 is doing a commemoration of Pearl Harbor Day. They do one every year. And that will be tomorrow. I'm not sure of the time, 10 or 11.

The warming station had 17 people stay overnight on their opening night. And that's the lowest number they've had so far. The people staying there had been in the mid 20s, the number of people staying, so they are definitely going through the meals, and going through the food, and going through the supplies. So, again, it's Middletown-warmingstation.com. And you can go to put in the --- take them a meal. And go to the part where it says you put in warming station. And then you put in password meal. And you can sign up to feed hungry people any night. You could go down the list and see what nights are available. Let me give you the number. If you

really have a question about it, they are giving out cards with the number. The number is (845)604-1402. And you could get answers to any of your questions about it.

Sorry, I couldn't find it. I knew I had one other thing to say for people to think about. Our citywide cleanup next year, we are hoping to do it on Earth Day, which is April 22nd. So I want to get that date out there and get people --- people in the City Hall, and people in the community, and the school system, et cetera, to look at Saturday, Earth Day, April 22nd, and make sure there are no conflicts with that day. And if there aren't, we can start talking about it right at the beginning of the year. So I think that would be a good thing.

Hopefully Georgia comes through for us on election night tonight. We're here, so we don't have the results. I don't have a smartphone to check it, but --- I've never seen a choice quite like that one. So, we do take an oath to defend the Constitution. We're not considering suspending it.

And I think --- just hope everyone

shows up for the Menorah lighting. That's the Run 4 Downtown Park. That's December 19th at 4:30.

And we'll see you in a couple weeks. Thank you.

PRESIDENT RODRIGUES: Alderman Ramkissoon.

ALDERWOMAN RAMKISSOON: Good evening. I want to say, when it comes to that ice skating rink, you need to take a little credit as well. Because you came in here and brought us this great idea. And while the City departments and Rec took it and ran with it, I mean, we might not have had it all if you hadn't come in and shared your idea with us. So thank you to you. You should take a little bit of ownership for that. It's been wonderful.

That being said, the tree lighting is, by far, my favorite night in Middletown. Just being out --- I mean, it's a perfect example of a cross section of our community. Everybody is out. Everybody is having a good time together. We've got music on. I love every piece of it. The parade, seeing all the kids and families. It was just wonderful.

Obviously, the weather did us a huge favor. After last year when we were like sub zero freezing, this was a nice treat. It was just an amazing night, as usual. It's always amazing. My thanks to everyone involved and the people who came. I love being a part of this community. It's awesome.

PRESIDENT RODRIGUES: Alderman Johnson.

ALDERMAN JOHNSON: I'll go with the flow. I think success is taking something complicated and making it look easy. And I think the parade was an example of that. So congratulations.

PRESIDENT RODRIGUES: Alderman Jean-Francois.

ALDERMAN JEAN-FRANCOIS: Good evening. Kudos to Maria and her staff and everyone who was involved with the tree lighting. Unfortunately, I wasn't able to attend, but I did watch it online. You did an excellent job.

Also, DPW, this is the first year after the holidays our residents get to use both bins, recycle bins and the garbage bin to get rid of actual garbage after Thanksgiving, and these gentlemen did a excellent job picking up. They

did a wonderful job. I'm glad we get to see that working. So, look forward to it next year. Thank you very much.

PRESIDENT RODRIGUES: Alderman Tobin.

ALDERMAN TOBIN: Thank you.

Let's start out with a little bit of gray. Next time we talk about plumbing, while it's fresh in my head, I have a leak in my radiator and I'm trying to get a pipe replaced. We have 13 plumbers on the list. I went through six of them before I finally got in touch with someone. The people I've used before, no one would call me back. It was definitely frustrating trying to get someone over there. I still have a bucket in my basement trying to catch the water until I get someone over. Definitely could use a few more plumbers on the list. Just while it's fresh in my head.

The CCP thing, thanks for --- I didn't know what that stood for, so thanks for letting us know. I appreciate that. I know they're having protests over there for freedom of speech and other things, so we'll see. Definitely involved. I know there was somebody running for congress, somebody in Long Island, that they

totally were trying to make up stuff against the person, so definitely involved the United States.

The parade was great. I loved being a part of it. My son was in the marching band. We were up in the front. Definitely a youth event. The youth were out there to make the parade. To the football guys, I swear they were going to lose their voices behind me screaming. To all the different participants. It was great to see the youth involved in all of our events. The community cleanup. The strong connection with the school, which I think has gotten stronger. It's a great community event.

And thanks for also getting out there. I saw like advertisements and people mentioning on the radio and TV. So, we definitely got a good splash. And everybody was involved and dressed up. So, thank you guys passing out candy canes and whatnot. I think it was a great event.

The ice skating I'm excited about. The one thing about downtown like in Middletown is we need to get people down here on the weekends. They might work here, but we need to get people

to come down here and actually have a reason. So they might go shopping, get a meal. Recreational activities like the karate, ice skating, skate park all bring people down to our city, which is definitely what's going to help us move forward, and it's great. I'm not going to ice skate. I'm afraid to fall. When I was younger, I didn't mind. But now it's 250 pounds going down. I'm not going to do that.

11. Unfinished Business.

(None this evening)

12. New business.

PRESIDENT RODRIGUES: New business.

RICHARD MCCORMACK, CITY CLERK: Good evening. We have a resolution sponsored by Alderman Tobin authorizing a proposal from Granicus for Electronic Meeting Agenda Management.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Tobin, seconded by Alderman Jean-Francois. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Masi authorizing an agreement with the Port Jervis Humane Society.

PRESIDENT RODRIGUES: Sponsored by Alderman Masi, seconded by Alderman Witt. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Witt authorizing an agreement with the Middletown Humane Society.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Kleiner. Any discussion? Alderman Johnson.

ALDERMAN JOHNSON: Time for my annual disclosure statement. I do rounds at the shelter twice a week. I do much pro bono, some for pay work. I feel qualified to vote. I wanted everybody to know that. For better or worse, next month will represent my 40th-year anniversary of my affiliation with the Humane

Society. I enjoy the ride. I will keep going. Thank you.

PRESIDENT RODRIGUES: Anyone else? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Green authorizing a $4,000 budget transfer with a Goldenarea Budget to cover fuel for the shuttle bus.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Masi. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Kleiner, authorizing the temporary borrowing of $1,970,000 from the General Fund Balance by the Department of Economic and Community

Development.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner, seconded by Alderman Ramkissoon. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Ramkissoon authorizing Bonnie Masci to work as a temporary part-time clerk in the Department of Public Works.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Ramkissoon, seconded by Alderman Jean-Francois.

Alderman Masi.

ALDERMAN MASI: I just want people to know there is no relationship there whatsoever.

UNIDENTIFIED SPEAKER: Different spelling.

ALDERMAN MASI: Different spelling, exactly. Thank you.

PRESIDENT RODRIGUES: Anyone else? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Johnson authorizing a rate increase for Interstate Waste Services for solid waste disposal for 2023.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Kleiner. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Jean-Francois authorizing $35,613.57 budget transfer from the General Fund to cover college programs for the police department.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Jean-Francois, seconded by Alderman Witt. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner,

Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Tobin authorizing a $75,000 budge transfer from the general fund to establish a temporary borrowing for the fire department's burn simulator.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Tobin, seconded by Alderman Jean-Francois. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Johnson authorizing a type of use addition to the C-2 Zoning District.

PRESIDENT RODRIGUES: Resolution Sponsored by Alderman Johnson, seconded by Alderman Green. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Witt accepting the resignation of Dean Coleman from the Middletown Housing Authority and Appointing Reggie Steed to serve the balance of the term.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Masi. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Green authorizing release of covenants and restrictions for 25 Mill Street.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Johnson. Any Discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

13. Local Laws.

(Nothing this evening)

14. Audit of Claims and Accounts.

PRESIDENT RODRIGUES: Audit.

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

PRESIDENT RODRIGUES: Motion by Alderman Masi, seconded by Alderman Johnson. Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

15. Adjournment.

PRESIDENT RODRIGUES: Move for adjournment.

(Continued on next page to include certification)

UNIDENTIFIED SPEAKER: So moved.

UNIDENTIFIED SPEAKER: Second.

(PROCEEDING CONCLUDED)

CERTIFICATE

I, MARIANNE GLUM, certify the foregoing transcription of proceedings of the December 6, 2022 Middletown City Council is true and accurate, to the best of my ability.

MARIANNE GLUM

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Jean-Francois

Date of Adoption 12.06.22

Index No: 275-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Authorizing a Proposal from Granicus for Electronic Meeting Agenda Management

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Granicus for an Electronic Meeting Agenda Management.

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign said proposal.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Witt

Date of Adoption 12.06.22

Index No: 276-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing an agreement with the Port Jervis Humane Society

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with the Port Jervis Human Society for 2023.

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 said agreement.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Kleiner

Date of Adoption 12.06.22

Index No: 277-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing an agreement with the Middletown Humane Society

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with the Middletown Human Society for 2023.

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 said agreement.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Masi

Date of Adoption 12.06.22

Index No: 278-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a $4000 Budget Transfer with in the Goldenarea Budget to cover Fuel for the Shuttle Bus

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $4,000, in the following manner, to cover the cost of fuel for shuttle bus due to increase in cost for the remainder of 2022.

FROM	AMOUNT	TO
GA.5680.100	$4,000	GA.5680.417
Personal Services		Gas & Oil

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Ramkissoon

Date of Adoption 12.06.22

Index No: 279-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing the temporary borrowing of $1,970,000 from the General Fund Balance by the Department of Economic and Community Development

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes temporary borrowing from General Fund Balance in the amount of $1,970,000 for the purchase of five properties for the purpose of the future Infill Development Project and to establish the accounting line in the capital fund.

This expense will be partially reimbursed in the amount of $1,000,000 by the DASNY Grant.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Jean-Francois

Date of Adoption 12.06.22

Index No: 280-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing Bonnie Masci to work as a Temporary Part-time Clerk in the Department of Public Works

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes Bonnie Masci former principal clerk of DPW who has since retired, as a temporary part-time clerk at a rate of $50 an hour.

No transfer of funds is needed at this time. Please note that we are actively pursuing a permanent employee for this position.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Kleiner

Date of Adoption 12.06.22

Index No: 281-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a rate increase for Interstate Waste Services' for Solid Waste Disposal for 2023

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a rate of $84.78 per ton with IWS for hauling and disposal of City Municipal Solid Waste for the year 2023.

Due to Interstate Waste Services' negotiations with Orange County regarding the disposal agreement. There will be a 5% increase in the rate for the disposal of Solid Waste. The new rate per ton will be increased from $80.00 to $84.78. The rates will coincide with the Orange County contract dates which runs from January 1, 2023 - December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Witt

Date of Adoption 12.06.22

Index No: 282-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a $35,613.57 Budget Transfer from the General Fund to Cover College Programs for the Police Department

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $35,613.57, in the following manner, To restore funds for College Programs in the Police Department.

FROM	**AMOUNT**	**TO**
General Fund Balance	$35,613.57	A.3120.435 Police Department -College Program

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Jean-Francois

Date of Adoption 12.06.22

Index No: 283-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a $75,000 Budget Transfer from the General Fund to Establish a Temporary Borrowing for the Fire Department's Burn Simulator

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $75,000, in the following manner to establish a temporary borrowing from General Fund for the Fire Dept. - Burning Simulator Building Project.

The $75,000 will be reimbursed by DASNY.

FROM	**AMOUNT**	**TO**
General Fund Balance	$75,000	H.0797.900 Burning Simulator Building

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Green

Date of Adoption 12.06.22

Index No: 284-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues			X	
TOTAL	8		1	

Resolution authorizing a Type of Use Addition to the C-2 Zoning District

WHEREAS, the City of Middletown has been presented with a proposal for an office for a commercial cleaning business at the corner of Sprague Avenue and Sterling Street, and

WHEREAS, the Mayor is recommending an addition of this type of use in the C-2 zoning district in the subject area, and

WHEREAS, the Common Council has issued a Negative Declaration for this proposed action pursuant to the State Environmental Quality Review Act ("SEQRA") regulations.

NOW, THEREFORE, BE IT RESOLVED, AND BE IT ORDAINED, by the Common Council of the City of Middletown, as follows:

Section 1. The Code of the City of Middletown, N.Y., Chapter 123, Zoning, as adopted March 27, 1967 and amended, and in particular Section 475-20, C-2 Limited Business District, Subsection B, Uses requiring issuance of both a special use permit and site plan approval by the Planning Board, Paragraph (11), Offices for the following, be

and is hereby further amended by adding a new Subparagraph (l) to Paragraph 11, to read as follows:

(l) Offsite commercial cleaning services, but only in that C-2 zoning district bounded by Sprague Avenue, Sterling Street, Academy Avenue, and Genung Street, and further provided that:

(i) All services must be provided offsite; and

(ii) All large equipment must be stored inside a structure as per the direction of the Planning Board.

Section 2. This Ordinance shall take effect immediately.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Masi

Date of Adoption 12.06.22

Index No: 285-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution accepting the Resignation of Dean Coleman from the Middletown Housing Authority and Appointing Reginald Steed to Serve the Balance of the Term

BE IT RESOLVED that the Common Council of the City of Middletown accepts the resignation of Dean Coleman from the Middletown Housing Authority, effective October 14, 2022.

BE IT FURTHER resolved that the Common Council of the City of Middletown confirms the Mayor's appointment of Reginald Steed to service of the Middletown Housing Authority, through December 31, 2023, the balance of Mr. Coleman's term.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Johnson

Date of Adoption 12.06.22

Index No: 286-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a Release of Covenants and Restrictions for 25 Mill Street

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a Release of Covenants and Restrictions for 25 Mill Street and further authorizes the Mayor to sign the agreement.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Johnson

Date of Adoption 12.06.22

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE

TREASURER BE AUTHOIZIED TO ISSUE WARRENTS FOR THEIR PAYMENTS

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 1-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Establishing Common Council Standing Committees and Membership for 2023

Resolved, that the Common Council of the City of Middletown hereby establishes the following committees and their membership as Standing Committees of the City of Middletown Common Council:

Finance
Planning & Economic Development
Public Safety
Recreation & Parks
Community Communication & Historical Society
Legislative
Public Works, Traffic
Revenue
Recycling
Quality of Life/Code Enforcement City Wide

BE IT FURTHER RESOLVED, that the Common Council declares that the Treasurer, Leonora Liz, and the Chairman of the Finance Committee, Joseph Masi, are hereby authorized and directed to sign all checks, drafts, acceptances, undertakings or ,other orders on bank accounts of the City of Middletown by personal or by facsimile signature.

CITY OF MIDDLETOWN COMMON COUNCIL
COMMITTEE ASSIGNMENTS
2023

FINANCE COMMITTEE Masi, Chairperson Johnson, Vice-Chair Jean-Francois Green Ramkissoon	**LEGISLATIVE COMMITTEE** Johnson, Chairperson Masi, Vice-Chair Green Tobin Ramkissoon
PLANNING AND ECONOMIC DEVELOPMENT Green, Chairperson Johnson, Vice-Chair Jean-Francois Witt Ramkissoon	**PUBLIC WORKS/TRAFFIC** Jean-Francois, Chairperson Kleiner, Vice-Chair Green Ramkissoon Witt
RECREATION & PARKS Witt, Chairperson Tobin, Vice-Chair Ramkissoon Kleiner Masi	**PUBLIC SAFETY** Tobin, Chairperson Masi, Vice-Chair Ramkissoon Jean-Francois Johnson
REVENUE Ramkissoon, Chairperson Masi, Vice-Chair Jean-Francois Johnson Green	**RECYCLING** Jean-Francois, Chairperson Green, Vice-Chair Kleiner Tobin Johnson
COMMUNITY COMMUNICATION AND HISTORICAL SOCIET Kleiner, Chairperson Tobin, Vice-Chair Witt Green Jean-Francois	**QUALITY OF LIFE/CODE ENFORCEMENT ENTIRE CITY** Entire Council on Committee

Updated: 12/30/2022

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 2-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Adopting a Procurement Policy for 2023

Whereas, New York State General Municipal Law, Section 104-b, states that a municipality should annually adopt a Procurement Policy, and

Whereas, the Corporation Counsel of the City of Middletown has advised the Council that it must look at, revise, if necessary, and adopt the Procurement Policy on an annual basis in accordance with New York State statute,

Now, therefore, be it resolved, that the Common Council of the City of Middletown does hereby adopt the attached written policies and procedures for theprocurement of goods and services for the City of Middletown.

Procurement Policy

§ 104-1. Adoption of procedures.

The following procedures are adopted for the procurement of goods and services.

§ 104-2. Purchases.

For purchases, the following procedures are to be followed:
A.
For purchases of items costing over $20,000, competitive bidding in accordance with applicable laws and regulations is required.
B.
For purchases of items costing between $5,000 and $19,999.99, three or more written price quotes from suppliers are required.
C.
For purchases of items costing between $2,000 and $4,999.99, three or more verbal quotes from suppliers are required.
D.
For purchases of items costing between $0 and $1,999.99, appropriate verbal quotes from suppliers, in the discretion of the department head undertaking the purchasing, are required.

§ 104-3. Public works contracts.

For public works contracts, the following procedures are to be followed:
A.
For contracts over $35,000, competitive bidding in accordance with applicable laws and regulations is required.
B.
For contracts between $5,000 and $34,999.99, three or more written quotes from qualified contractors are required.
C.
For contracts between $2,000 and $4,999.99, three or more verbal quotes from qualified contractors are required.
D.
For contracts between $0 and $1,999.99, appropriate verbal quotes from qualified contractors, in the discretion of the department head who wishes to enter into the contracts, are required.

§ 104-4. Other services.

[Amended 2-5-2013]
A.
In the event it can be anticipated that a particular service (e.g., painting services) may be required by the City for various projects which, in total, are expected to exceed $35,000 for the year, then the procurement of those services will be subject to competitive bidding.
B.
There are, however, certain types of services provided to the City that may be considered routine and delivered in the ordinary course of business that are not capable of precise cumulative monetary calculation but are necessary to be incurred promptly and/or locally to protect the health, welfare or safety of the residents of the City, employees of the City or structures and equipment owned by the City. Such services include, but are not limited to, repairs to City vehicles such as sanitation trucks or

trucks used in snowplowing or street repairs; repairs to City buildings and processes, such as electrical or plumbing work in or on the City's sewage treatment plant or water treatment plant; or assistance from outside companies for snow or garbage removal. In such cases, the cumulative payment to those companies may total more than $35,000 per year, but it is impossible to know from year to year whether such costs will exceed $35,000. In such cases, and in accordance with § 104-b, Subdivision 2g, of the New York General Municipal Law, it is the determination of the Common Council of the City of Middletown that the best interests of the City will not be served by competitive bidding in such cases but that the department head charged with such purchases may obtain such routine services as needed by the City in the ordinary course of business from time to time.

C.

Notwithstanding the foregoing, if the department head charged with such purchase determines that the anticipated service covered by that one purchase likely will exceed the cost of $35,000 and such service is not the subject of any exception under this procurement policy (such as an emergency purchase or the purchase from a sole source supplier), then the procurement of such service will be subject to competitive bidding as set forth elsewhere in this chapter.

§ 104-5. Verbal quotes.

Whenever this policy allows for verbal quotes, the department head must maintain a written log which lists appropriate information from each supplier or contractor supplying such verbal quotes.

§ 104-6. Exceptions.

Exceptions to the above procurement processes are to be allowed in purchases or public work contracts which involve emergencies, true leases, and sole source purchases. In such events, the responsible department head must document the circumstances allowing the exception to the above procurement processes and should, whenever possible, attempt to make purchases and secure public works contracts at the lowest possible cost and should obtain at least three verbal quotes, to the extent possible under the circumstances.

§ 104-7. Requests for proposals.

Whenever possible, professional services are to be obtained through requests for proposals (RFPs) issued by the Board of Estimate and Apportionment. All responses to RFPs are to be reviewed by the Board of Estimate, which must make a recommendation to the Common Council for final approval.

§ 104-8. Award to other than lowest bidder.

Whenever any contract is awarded to other than the lowest bidder or proposer, the reasons are to be set forth in writing and filed with the appropriate department or board.

§ 104-9. Effect on other procedures.

Nothing in these procurement processes changes any administrative procedures required by the Charter of the City of Middletown, such as the approval of the Board of Estimate and Apportionment for purchases and contracts.

§ 104-10. Contracts awarded based on best-value analysis.

[Added 6-3-2014 by L.L. No. 2-2014]

Notwithstanding anything else contained in this chapter to the contrary, the Common Council, after approval of the Board of Estimate and Apportionment, may award purchase contracts and service contracts that have been procured pursuant to competitive bidding or otherwise under New York General Municipal Law § 103(1) or this chapter by either the lowest responsible bidder standard or the best-value standard.

A.

"Best value" is defined in State Finance Law § 163 to mean "the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the [New York] Executive Law to be used in evaluation of offers for awarding of contracts for services." For purposes of this section, the Common Council adopts the above definition of "best value," as the same may be modified from time to time by the State Legislature.

B.

Pursuant to New York General Municipal Law § 103(1), the best-value standard may be used for purchase contracts, including contracts for service work, but it excludes and may not be used for any purchase contracts necessary for the completion of public works contracts pursuant to New York Labor Law Article 8.

C.

If the monetary thresholds of New York General Municipal Law § 103 are increased or decreased in the future by the State Legislature, the monetary thresholds set forth herein will be deemed simultaneously amended to match the new General Municipal Law thresholds.

D.

Whenever any contract is awarded by the Common Council (after approval of the Board of Estimate and Apportionment) on the basis of best value instead of the lowest responsible bidder, the basis for determining best value will be thoroughly and accurately documented. Such documentation may include, but is not necessarily limited to, the cost of maintenance; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; quality of craftsmanship; or compatibility with existing City buildings or property.

§ 104-11. Standards for federal CDBG-DR procurement actions.

[Added 11-15-2016]

Notwithstanding anything else contained in this chapter to the contrary, eligible Community Development Block Grant – Disaster Recovery (CDBG-DR) expenditures and procurement actions undertaken on or after January 1, 2017, shall comply with the procurement standards as set forth in 2 CFR Parts 200.317 through 200.326, as the same may be amended from time to time. In the event of a conflict between state or local laws and regulations and the procurement requirements of 2 CFR Part 200, the more stringent requirements will apply.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 3-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Adopting an Investment Policy for 2023

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Investment Policy for the City of Middletown.

CHAPTER 65 INVESTMENT POLICY

§ 65-1 SCOPE

This investment policy applies to all monies and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

§ 65.2 OBJECTIVES

The primary objectives of the city of Middletown's investment activities are, in priority order,

- Legal: to conform with all applicable federal, state and other local requirements;
- Safety: to adequately safeguard principal;
- Liquidity: to provide sufficient liquidity to meet all operating requirements; and
- Yield: to obtain reasonable rate of return.

§ 65.3 DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

§ 65.4 PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City of Middletown to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

§ 65.5 DIVERSIFICATION

It is the policy of the City of Middletown to diversify its deposits and investments by financial institutions, by investment, and by maturity scheduling.

§ 65.6 INTERNAL CONTROLS

It is the policy of the City of Middletown for all monies collected by any officer or employee of the government to transfer those funds to the Treasurer within one day of deposit, or within the time specified in law, whichever is shorter.

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

§ 65.7 DESIGNATION OF DEPOSITORIES

The bank and trust companies authorized for the deposit of monies up to the maximum amounts are:

Depository Name	Maximum Amount
TD Bank	$35,000,000
Sterling National Bank	$18,000,000
Orange Trust Bank	$35,000,000

§ 65.8 COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, §10, all deposits of the City of Middletown, including certificates of deposits and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1) By a pledge of "eligible securities" with an aggregate "market value" as provided by GML §10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

2) By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of the deposits and the agreed upon interest, if any or 100% in the case of an irrevocable letter of credit issued in favor of the local government by certain Federal Home Loan Banks. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3) By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of the deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims - paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

§ 65.9 SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by a third party or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledges to secure local government deposits together with agreed upon interest, if any, and any costs or expenses rising out of collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events, which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with the City of Middletown, or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution or release of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

§ 65.10 PERMITTED INVESTMENTS

As authorized by General Municipal Law, §11, the City of Middletown authorizes the Treasurer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- ☐ Special time deposit accounts authorized to do business in New York State:
- ☐ Certificates of deposit;
- ☐ Obligations of the United States of America;
- ☐ Obligations guaranteed by the agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America:
- ☐ Obligations of the State of New York;
- ☐ Obligations issued pursuant to LFL §24.00 or 25.00 (with the approval of the State Comptroller) by any municipality, school district or district corporation other than the City of Middletown;
- ☐ Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- ☐ Certificates of Participation (COPs) issued pursuant to GML §109-b.
- ☐ Obligations of this local government, but only with any monies in a reserve fund established pursuant to GML §6-c, 6-d, 6-g, 6-h, g-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Middletown within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Middletown within

two years of the date of purchase. The designated depository will confirm all purchases and transactions in writing to the City of Middletown.

§ 65.11 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The City of Middletown shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credited worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the City of Middletown. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositaries, trading partners and custodians. Such listing shall be evaluated at least annually.

§ 65.12 PURCHASE OF INVESTMENTS

The Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.

2. By participation in a cooperative program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Middletown by the bank or trust company. Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10.

The custodial agreement shall provide the securities held by the bank or trust company, as agent and of custodian for, the City of Middletown, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the City of Middletown a perfected interest in the securities.

§ 65.13 REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

o All repurchase agreements must be entered into subject to a Master Repurchase Agreement.

o Trading partners are limited to banks or trust companies authorized to do business in New York and primary reporting dealers.

o Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.

o No substitution of security will be allowed.

o The custodian shall be a party other than the trading partner.

§ 65.14 OPERATIONS, AUDIT AND REPORTING

The Treasurer, having custody of money, shall authorize the purchase and sale of all securities and execute contracts on behalf of the City of Middletown. Oral directions concerning the purchase, transaction, or sale of securities shall be confirmed in writing. The City of Middletown shall pay for purchased securities upon delivery.

The City of Middletown will encourage the purchase and sale of securities through a competitive or negotiated process involving solicitations of at least three bids for each transaction.

At the time independent auditors conduct the annual financial audit of the accounts and affairs of the City of Middletown, the auditors shall audit compliance with the Investment Guidelines.

The legislative body of the City of Middletown shall review and approve the annual investment report at its Annual reorganization meeting.

The provisions of these Investment Guidelines and any amendments hereto, shall take effect prospectively, and shall not invalidate the prior selection of any custodial bank or prior investment.

APPENDIX A
Schedule of Eligible Securities

i. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or United States Government sponsored corporation.

ii. Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 4-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolutions Adopting a Fee Schedule for 2023

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Fee Schedule for services for the City of Middletown.

City of Middletown
Fee Schedule

Code	Description	Fee
A500-09	Plumbing Permit	$10.00 per fixture, minimum of $25.00
389-14	Sewer Permit	
	Residential	$100.00
	Industrial	$400.00
193-11	Building Permit	$10.00 per $1,000.00 up to $500,000
		(projects over $500,000 to pay 2% inspection fee
306-2	Junk Yard Permit	$300.00 per year
193-11C	Demolition Permit	$200.00
193-11	Move a Building	$200.00
193-	Certificate of Occupancy	$100.00 ($25.00 if construction is under $10,000)
112-4-J	Abstract Searc h	$100.00
394-4 4	Sign Permit	$50.00
425-5	Swimming Pool Permit	$50.00
112-4G	Housing Inspection	$100.00
112-4G	Re-Inspection	$100.00
296-16	Rooming, lodging & Multi. Dwelling Permit	$100.00 per building plus $10.00 per unit
296-32A	Rental Permit Fee	$100.00 per rental unit
296-32B	Renewal Fee	$100.00 per rental unit
	Copy of Fire Report	$25.00
	Public Improvement Inspection	$125.00 per hour,capped at 4% of estimated cost of such improvements
188-4	Remove Weeds & Vegetation	
	Single Family	$100.00 minimum
	Two Family	$250.00 minimum
	Business	$500.00 minimum

City of Middletown
Fee Schedule

193-52	Sewar/Water Recreational Charge	
	City of Middletown	$2300 per dwelling unit (up to 12 fixture per dwelling unit
		for each fixture in excess of 12 fixtures per dwelling unit an
		additional fee of $10.00 per fixture).
	Outside the City of Middletown	$2300 per unit, and the Common Council shall have the discretion to
		charge a higher fee.
389-50A	Wastewater discharge permit fee	$200
416-22B	Street Opening Permit	
	Ditch Mobilization Charge	$50 per ditch, $3.00 per square foot of opening up to 50 square feet
		of opening, additional squiare footage over 50 square feet will be
		charged at$2.00 per square foot.
	Septage/Leachrate Rates	Taking rate to be set at $.098 per gallon
		Leachate taking rate to be set at the range of $.055 to $.06 per gallon
		$.05 will be charged to large single contracts of 500,000 gallons and
		more per year $.06 per gallon will be charged to others.
	Operating Permit	$100.00, plus $50.00 for every 50 occupants over 150 occupants in a
		public assembly.
	Commercial Gargage Pickup Monthly Rates	
	2 Yard Dumpster	$95.00
	$95 Gallon Trash Can (or equivalent)	$10.00
	Additional 95 Gallon Trashcan (or equiv.)	$10.00
359-7E	Emergency Standing Water Sworn Statement	$100 Minimum
166-8	Architectural Review Board Job Estimate	
	$10,000 or under	$10.00

	$10,001 to $100,000	$25.00
	100,001 to $500,000	$50.00
	$500,001 to $1,000.000	$75.00
	$1,000,001 or higher	$100,000
193-53	Connection Charge, non-residential	
	Inside and outside the city	Based on the estimated consumption of water and sewer services
		as compared with the average water and sewer consumption of
		individual units. All determined by Treasurer and Commissioner of
		Public Works.
	Planning & Zoning Fees Subdivision	
	Minor 2-3 Lots	$250.00 plus $500 escrow, if required
	Major over 3 lots	$500.00 plus $100 per lot for each lot over 10 lots and $1000 escrow
		(to be replenished as required.
	Planning Board	
	Industrial, Commercial,Mixed Use	$300.00, plus $100 for every 1,000 sq. ft. of building floor area over
		2,000 sq. ft., plus $500 escrow if required (to be replenished as
		required)
	Single of Two Family Residential	$125.00
	Multi-Family residential	$500 plus $100 for every dwelling unit over 10 unts, plus $500 escrow
		if required. (to be replenished as required)
475-53n	Site Plan of 500 units or more	$50 plus $50 for each multiple units of housing
	Zoning Board of Appeals	
	Area Variance	$100
	Zoning Interpretation	$100
	Use Variance	$350
475-51	Change of Zoning	$250

Code	Description	Fee
230-7	CDBG Small business loan Application fee	
230-7	Loans under $12,500	$25.00
230-7	Loans from $12,500 to $25,000	$50.00
230-7	SB (Small Business Administration)	
230-7	Loans under $100,000	$75.00
230-7	Loans between $100,000 and $250,000	$100.00
230-7	Loans in excess of $250,000	$150.00
230-7	JDA (NY Job Development Authority)	
230-7	Loans under $100,000	$75.00
230-7	Loans fromn $100,000 to $250,000	$100.00
230-7	Loans over $250,000	$150.00
230-7	UDAG (Urban Development Action Grant)	
230-7	Under $150,000	$150.00
230-7	Between $250,000 and $500-,000	$250.00
230-7	Over $500,000	$350.00
230-7	Bond Issues	
230-7	Under $500,000	$250.00
230-7	Over $500,000	$350.00
230-7	CDBG Rental Rehabilittion Applications	$10.00
230-7	Other Resource Programs	
230-7	Under $100,000	$75.00
230-7	From $100,000 to $250,000	$100.00
230-7	From $250,000 to $500,000	$150.00
230-7	From $500,000 and up	$350.00

Code	Description	Fee
112-4L	Tax Search	$75.00
	Recording Fee	$150
154-4	Fire Alarm Hook up Fee	$150.00
152-13	Police Alarm Business License Fee	$75.00
152-23	Alarm Hook up Fee	
	Residential	$75.00
	Commercial	$125.00
	Annual Maintenance Fee	
	Residential	$50.00
	Commercial	$100.00
171-2	Auction License Fee	$25.00
367-4	Public Transportation Application Fee	$50.00
367-7	Additional Vehicle Fee	$50.00
209-4	Cable TV Permit	$50.00

Code	Description	Fee
A500-21	Plumbing License	$100 per each application and additional $100 if failed
A500-22	Duplicate of Certificate	$5
A500-22	Certificate of Record	$2 renewal shall be $15 before January 1 of each year renewed
		afater January 1 charge will be $25
412-5	Stationary Engineer's License	$20.00
		$1 for Certificate & Statement showing previous experience
42-6	License orCertificate without Exam $2.00	$1 for Certificate and statement showing previous experience
412-7	Renewal	$1.00
	Electrical License	
235-5A	Class A	$100.00
	Renewal	$50.00
235-5B	Class B	$300 One Time License
235-5C	Class C	$50.00
	Renewal	$25.00
235-5D	Special License	$25.00
	Renewal	$25.00
	Towing/Storage Fee	
440-5	Unrestricted License Fee	$150, for the first two vehicles and $25 per year for each additional
		vehicle
440-4	Restricted License Fee	$50
440-6A	Towing	$75 (6 am - 6 pm)
		$110 (6:01 am - 5:59 pm)
440-7	Storage	$45/day (outside)
		$50/day (inside)
	Marriage License	$40.00
	Copy of Marriage License	$10.00

	Copy of Birth Certificate	$10.00
	Death Certificate	$10
	Copy of Death Certificate	$10
	Genealogy Search	$22.00
	Collateral Loanm Broker	$200 with $10,000 Bond
	Going out of Business Sale Permit	$500, $50 renewal for one month only
	Dog License	
	Spayed femal or neutered dog	$5.00
	Unspayed femal or unneutered male	$13.00
	For puppies under four months	$10.00
353-13H	Street Vendor	$100.00
475-28-C3	Sidewalk Cafe Permit	$50.00
433-9A	Taxi License Fee	$50.00
433-9A	Renewal	$50.00
439-9C	Duplicate or copy of lost license	$10.00
33-14B	Taxi transfer license fee	$500, no transfer in the month of March
433-14C	Transfer and Reinspection Fee	$250 after passing inspection
433-14E	Medical Transport taxicab license	$300.00
433-15	License fee for vehicles	$500.00
433-24A	Return of medallion License and Permit	$200 Deposit
433-24B	Reissuance of Medallion Replacement Fee	$100.00
182-16	Bingo and Games of Chance License Fee	$25.00
182-13	Additional Fee	5% of net proceeds
	Entertainment Fees	
240-1A	Circus or exhibition	$50 for first performance ($25 for each additional performance)
240-1B	Temporary Exhibition	$2.50 per day or $10 per week

240-1C	Theatrical representation, concert, lecture	$5.00 per performance
240-1D	Theaters and Halls 500 persons or more	$200.00
	Per month	$25.00
	Per week	$10.00
	Less than 500 not more than 150	$100
	Less than 150 andmore than 50	$20
275-4	Astrology and Phrenology Fee	$50.00
	Solicitors License	
353-6	One Time License	$25.00
	With vehicle	$50.00 each vehicle
475-6	Zoning Map	$10.00
384-4	Yard Sale	$3 (limit 2 per year)

Recreation Parks Department
Fee Schedule

Programs/Facility Usage	Resident Fee	Non-Resident Fee	Standard Fee
Preschool 3 yr. olds	$65.00/mo.	$75.00/mo.	
Preschool 4 yr. olds	$90.00/mo.	$100.00/mo.	
Tennis Courts/Adult	$2.00/hr.	$34.00/hr.	
Tennis Courts/Childrent	$1.00/hr.	$1.50/hr.	
Tennis Clinics/Adults	$60.00/hr.	$50.00/hr.	
S[ports Camp 5 day session	$70.00	$80.00	
Sports Camp 4 day session	$60.00	$70.00	
Sports Camp Latch Key 5 day session			$40.00
Sports Camp Latch Key 4 day session			$32.00
Cheerleeding Camp			$65.00
Little People Playtime 4 day session	$50.00	$60.00	
Little People Playtime 5 day session	$60.00	$70.00	
Counselor in Training Program/4 day session	$50.00	$60.00	
Counselor in Training Program/5 day session	$60.00	$70.00	
Softball Camp			$70.00
Spring Break Program			$70.00
Winter Break Program			$70.00
Girls Basketball Clinic			$20.00/5 weeks
Youth Basketball/Cheerleading			$35.00/8 Saturdays
35+ Mens Basketball League	$15.00	$20.00	
Karate			$15.00/mo.
Performing Arts 1 Class weekly			$35.00/mo.
Performing Arts 2 Classes weekly			$60.00/mo.
Performing Arts 3 classes weekly			$75.00/mo.
Zumba			$40.00/5 classes
Youth Wrestling	$10.00	$15.00	
Recreational Swim Team	$10.00	$15.00	
Co-ed Volleyball	$15.00	$20.00	
35+ Co-ed Volleyball	$15.00	$20.00	
12/9/2010			

Recreation Parks Department
Fee Schedule

Parks & Recreation Fees			
Programs/Facility Usage	Resident Fee	Non Residents Fee	Standard Fees
Fancher Davidge Park Pavilion Rentals			
Small Shelter	$45.00	$65.70	
Lions Shelter	$70.00	$108.00	
Shelter #1	$120.00	$180.00	
Shelter #2	$120.00	$180.00	
Shelter #1 & #2	$170.00	$255.00	
Maple Hill Park Pavilion Rentals			
Maple Hill Pavilion	$45.00	$67.50	
Kiwanis Pavilion	$45.00	$67.50	
Swimming Pools Childrent			$1.00/day
			$23.00/mo.
Swimming Pools Adult			$3.00/day
			$60.00/mo.
Swimming Lessons	$20.00	$30.00	
Program Refunds			$15.00 admin. fee
Parks Reservation			$10.00 cancellation
Travel Team Field Usage			
Mon. - Sat. (one time maintenance)			$40.00/field
Mon. - Sat. (additional maintenance)			$40.00/field/hr.,
Sundays (one time maintenance)			$50.00/field
Sundays (additional maintenance			$50.00/field/hr.
Adult League Field Usage			
Baseball/softball (Monday-Friday)			$25.00/day
Baseball/softball (Monday-Friday)			$50.00 per wk.
Baseball/softball (Monday-Friday)			$150.00/mo.
Baseball/softball (Saturday)			$35.00/day
Baseball/softball (Saturday)			$125.00/mo.
Baseball/softball (Sunday)			$45.00/day
Baseball/softball (Sunday)			$150.00/mo.
Soccer			$120.00/wk.
Soccer			$350.00/mo.
Football			$190.00/wk.
Football			$550.00/mo.
Flag Football			$35.00/wk.
Flag Football			$100.00/wk.

Recreation Parks Department
Fee Schedule

Gym Usage			
Application Fee			$25.00
Deposit			$200.00
PA System			$25.00
up to 8 hours	$200.00	$300.00	
each hour over 8 hours	$25.00/hr.	$37.50/hr.	
Conference Room			
Deposit			$10.00/hr.
1st hour	$20.00/hr.	$45.00/hr.	
additional Hours	$15.00/hr.	$22.50/hr.	

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. Green

Date of Adoption 01.03.23

Index No: 5-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a contract with Orange County for the Senior Citizen Transportation Program

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize a contract renewal with Orange County for the Senior Citizen Transportation Program.

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 effective January 1, 2023 through December 31, 2023.

AMENDMENT AGREEMENT

This Amendment Agreement ("Amendment #2"), effective as of September 1, 2022 ("Effective Date") and as set forth herein, modifies that certain Agreement for Vendor Services effective January, 2021 ("Agreement"), as previously amended and extended by that certain Amendment and Extension Agreement effective as of January 1, 2022 ("Amendment #1"), by and between the **County of Orange**, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("County"), and **the City of Middletown**, a municipal corporation with principal offices at 16 James Street, Middletown, New York 10940 ("Vendor"). County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County, through its Office for the Aging ("OFA") issued a request on November 25, 2020 seeking proposals for Title III-B Senior Transportation ("RFP- OFA01-20");

WHEREAS, Vendor submitted a proposal dated December 22, 2020 in response to RFP-OFA01-20 ("Vendor's Proposal"), which is superseded and replaced by the terms set forth on the Exhibit A-1, which was reviewed and selected by OFA;

WHEREAS, the Parties entered into the Agreement pursuant to which Vendor agreed to provide the Title III-B Senior Transportation identified in RFP-OFA01-20 and Vendor's Proposal ("Services");

WHEREAS, the term of the Agreement was for one (1) year, commencing on January, 2021 and ending on December 31, 2021 ("Initial Term");

WHEREAS, the Agreement provided for the renewal and extension thereof, for up to four (4) additional periods of one (1)-year each, at County's sole option;

WHEREAS, the Parties agreed by that certain Amendment and Extension Agreement dated January 1, 2022 (Amendment #1), agreed to renew and extend the Agreement for an additional period of one (1) year, commencing on January 1, 2022, at a cost not to exceed $25,635.00; and

WHEREAS, the Parties now desires to amend the Agreement, to increase the funding available for the services based on actual expenses of the Vendor.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #2 as if set forth at length herein.

2. The not to exceed cost to be paid by the County to Vendor for the Services is

hereby increased from $25,635.00 to $37,635.00 as set forth on the annexed Schedule B-1, which is hereby incorporated into and made part of this Amendment #2.

3. Pursuant to Paragraph 2 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of $63,270.00.

4. The annexed Schedule B-1 hereby supersedes and replaces Schedule B (annexed to the Amendment #2) in its entirety.

7. Sexual Harassment Certification by Vendor. Pursuant to the New York State Finance Law §139-l, by execution of this Amendment #2, Vendor and the individual signing this Amendment #2 on behalf of the Vendor certifies, under penalty of perjury, that Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

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

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

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

8. Except as modified by this Amendment #2, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #2, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #2 and the Agreement, the terms and conditions of this Amendment #2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #2 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

Harold J Porr III, Deputy County Executive

By: Harold J Porr III

for Name: Stefan ("Steven") M. Neuhaus
Title: County Executive

DATE: 12-6-22

City of Middletown

By:
Name: Joseph DeStefano
Title: Mayor

DATE: 12/9/22

SCHEDULE B-1

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
6,344 units of Transportation	$20.77 (per one way trip per person)	$131,764.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of $131,764.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed $37,635.00;

(b) Anticipated Income – Voluntary contributions in the amount of $6,315.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of $87,814.00 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the $6,315.00 projected on Schedule B-1 to the Agreement shall be borne by Vendor.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Kleiner

Date of Adoption 10.18.22

Index No: 237-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues				X
TOTAL	7			2

Resolution to accept additional funding from Orange County for the Senior Citizen Transportation Program

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts additional funding from Orange County for the Senior Citizen Transportation program and authorization for the Mayor to sign the new agreement. The current contract amount is $25,635 and proposed the amount is $37,635.

OFFICE OF THE COMMON COUNCIL CLERK
CITY OF MIDDLETOWN, NEW YORK

RESOLUTION NUMBER 237-22 LOCAL LAW NUMBER _____

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 on

October 18, 2022

And presented to the Office of the Mayor on

October 19, 2022

Clerk of the Common Council

FOR MAYOR'S USE ONLY:

I hereby approve the attached Resolution/Local Law

Mayor, City of Middletown — Date 10/19/22

I hereby disapprove the attached Resolution/Local Law for the following reason(s):

_____

_____

_____

Mayor, City of Middletown — Date

NEW YORK STATE | Workers' Compensation Board

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	**Business Applying For:** Contract with Government Agency
City of Middletown 16 James St Middletown, NY 10940-5724 PHONE: 845-346-4153 FEIN: XXXXX2297	From: County of Orange Office for the Aging

Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

I, Leonora Liz, am the Treasurer with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: Leonora Liz	Date: 11/2/2022

Exemption Certificate Number: 2022-074345

Received
November 2, 2022
NYS Workers' Compensation Board

CE-200 01/2018

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) City of Middletown 16 James Street Middletown, NY 10940	**1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a"** Kelly A. Kelly 845-346-4150 **1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"**
1b. Effective Date of Membership in the Group 03/15/2008	
1c. The Proprietor, Partners, or Executive Officers are [X] **included (only check box if all partners/officers included)** [ ] **all excluded or certain partners/officers excluded**	**1f. Federal Employer Identification Number of Business referenced in Box "1a".** 146002297
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange c/0 Office for the Aging 18 Seward Ave. Middletown, NY 10940	**3. Name and Address of Group Self-Insurer** Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is comp lying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Jack Wheeler, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by: _____ 03/01/2022
Signature Date

Title: President

Telephone Number: 1-888-737-6269

GSI-105.2 (2-02) **CERTIFICATE HOLDER COPY**

WORKERS COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contact for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lydia Negron, CIC	
Marshall & Sterling, Inc. 420 E. Main Street Middletown NY 10940	PHONE (A/C, No, Ext): (845) 343-2138	FAX (A/C, No): (845) 343-9157
	E-MAIL ADDRESS: lnegron@marshallsterling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Co.	25658
INSURED City of Middletown 16 James St Middletown NY 10940	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL21121012011 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		ZLP14T7717520PA	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			H1N8102C410542IND20	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			ZUP14T7718720PA	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Orange is an additional insured if required by written contract, per endorsement number CGD480 02-19. As respects transportation program at the Senior Center in Middletown, NY

CERTIFICATE HOLDER

County of Orange c/o Office for the Aging
18 Seward Ave
Middletown NY 10940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

> By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

10/19/22
DATE

SIGNATURE

City of Middletown, Mulberry House
BUSINESS NAME

Joseph DeStefano
NAME

Mayor
TITLE

DISCLOSURE OF PRIOR NON-RESPONSBILITY DETERMINATIONS
See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
City of Middletown, Mulberry House Senior Center GoldenArea Transportation
Address: 62-70 West Main Street, Middletown, NY 10940

Name and Title of Person Submitting this Form: Julisa Sierra, Senior Center Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle) No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle) No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Signature Date: 12/19/22

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 6-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a $13,400 budget transfer from within the 2022 Paramount Budget

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $13,400 from within the 2022 Paramount Budget, in the following manner:

FROM	AMOUNT	TO
A.7010.470 Repairs to Building	$1,000.00	A.7010.800 City Sponsored Events
A.7010.448 Promoters & Sponsors	$1,000.00	A.7010.800 City Sponsored Events
A.7010.443 Movie Rental Fee	$4,000.00	A.7010.800 City Sponsored Events
A.7010.442 Concession	$4,500.00	A.7010.800 City Sponsored Events
A.7010.920 Dues & Membership	$2,900.00	A.7010.447 Credit Card Fees

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 7-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing an agreement with CT Male Associates for work related to the Cities Dams

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the attached proposal from CT Male Associates dated December 14, 2022, for Highland Dam, Monhagen Dam and Monhagen Dike updates of annual certifications, Inspection & Maintenance Plan, Emergency Action Plan and Schedule Update for upgrading the Dams to meet DEC requirements.

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

BE IT FURTHER RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $26,000, in the following manner, to fund the project.

FROM	**AMOUNT**	**TO**
H.0738.900 Raise Dams- Shawangunk General Expense	$26,600	F.8320.512 City Dams

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com

December 14, 2022

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

Re: Proposal for Highland Dam, Monhagen Dam and Monhagen Dike
Address NYSDEC Compliance Letter
City of Middletown Class B & C Structures
Middletown, NY

Dear Mr. Tawil:

C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) is pleased to present this proposal to provide Professional Engineering Services related to Highland Dam, Monhagen Dam and Monhagen Dike to provide the necessary paperwork and plan updated to address the most recent NYSDEC compliance letter dated November 10, 2022. Highland Dike (Hazard Class "A") is included in NYSDEC's letter, however, the specific items listed below for compliance apply to Highland Dam, Monhagen Dam and Dike that are Hazard Class "B" and "C" structures.

C.T. Male performed safety inspections of the Highland Dam and the Monhagen Dike structures on October 11, 2022 and forwarded the inspection results to the City of Middletown on December 10, 2022. In addition, NYSDEC performed an inspection of all three structures in October 2022 and forwarded their observations on November 10, 2022. The NYSDEC letter requires that the following tasks be completed:

Task 1 – Annual Certifications

NYSDEC has noted they have not received Annual Certifications for the three structures this year and require the certifications to be completed and submitted before the end of the calendar year. C.T. Male will prepare the Annual Certification paperwork for each structure and forward for City of Middletown completion and signature. Upon receipt of signed inspections, C.T. Male will submit to NYSDEC.

Task 2 – Inspection and Maintenance Plans

NYSDEC noted that IMP Plans need to be developed and implemented. In the NYSDEC letter it was noted the plans are not required to be submitted to NYSDEC but need to be made available upon request. IMP Plans have been developed by C.T. Male in 2010 and

are currently in place for each of the structures. The plans will be reviewed and updated to reflect the current condition of the dam and operational procedures. An updated IMP will be re-issued to the City of Middletown for implementation.

Task 3 – Emergency Action Plans

NYSDEC noted that Emergency Action Plans have been prepared and the latest version submitted to NYSDEC was completed in 2018. C.T. Male prepared the EAP plans for the three structures in 2010 and revised the plans (notification procedure only) in 2012 and 2018. The EAPs will be updated to include the updated NYSDEC information provided in their November 10, 2022 letter. In addition, C.T. Male will contact each of the entities on the notification list to verify and incorporate the latest information and review the procedures for notifying the appropriate emergency management officials in the event of a possible, impending or actual failure of the structures.

For Monhagen Dam and Dike, the EAPs will also be updated to reflect current parcel listings and LiDAR for the downstream impacted properties since the mapping portion of the EAP has not been updated since 2010. This update is not necessary for Highland Lake since the downstream impacted areas are the Shawangunk Reservoir. The dam failure modeling done for the EAPs will not be re-done, rather more refined elevation data will be utilized for the downstream mapping. We do not anticipate any change to the dams' hazard classifications as a result of the EAP updates.

C.T. Male will provide the City of Middletown electronic and paper copies of the updated EAPs for each of the three dams. This proposal assumes that the City will be responsible for providing the updated plan to the entities noted in the EAP and coordinating receipt of the Promulgation and Concurrence Forms.

Task 4 – Schedules for Work from Engineering Assessments

NYSDEC noted that the recommendations noted in the 2013 Engineering Assessment for Highland Dam were not yet implemented and that NYSDEC requires a revised timeline to complete the recommended work to address deficiencies and bring the structure into compliance with NYSDEC regulations. C.T. Male will update the schedule for the City to submit to NYSDEC.

Exclusions

The work outlined above is meant to respond to the NYSDEC letter requiring Annual Certifications to be submitted, IMP to be reviewed and updated if necessary, EAP updates and distribution, and a timeline to implement the recommendations in the 2013 Engineering Assessments. The following is not included in this proposal:

1) Engineering design associated with the recommended improvements for compliance with NYSDEC regulations.

2) Field work to include geotechnical borings, wetland delineation, and survey.
3) Preparation of Project Plans, Specifications, and opinion of probable costs.
4) Permitting.
5) Bid documents and administrative assistance for bidding.

Fees

The fees to complete the scope of work is listed below. The fee is to perform Tasks 1-4 for all three dams. The lump sum fees include reimbursables. Work outside of the scope within this proposal can be completed at an additional agreed upon fee.

Task 1- Annual Certifications:	$800	Lump Sum
Task 2- Inspection & Maintenance Plan Updates:	$3,500	Lump Sum
Task 3- Emergency Action Plan Updates:	$21,500	Lump Sum
Task 4- Schedule Update:	$800	Lump Sum

Total Fee: $26,600.00

Again, thank you for requesting this proposal from C.T. Male Associates. Should you have any questions regarding this proposal, please do not hesitate to call me directly at 518.786.7400 office, 518.321.6327 cell, or k.dufek@ctmale.com.

Sincerely,
C.T. Male Associates

Kevin Dufek
Project Manager

Kathryn Serra, P.E.
Project Engineer

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Flood Protection and Dam Safety
625 Broadway, Albany, New York 12233-3504
P: (518) 402-8185 I F: (518) 402-9029
www.dec.ny.gov

Electronic Transmittal Only

November 10, 2022

Jacob Tawil
Commissioner of Public Works
City of Middletown
16 James Street
Middletown, New York 10940
Email: jtawil@middletown-ny.com

Re: Monhagen Dam
DEC Dam ID#: 179-0566, B- Intermediate Hazard
Town of Walkill, Orange County
Condition Rating – Unsound - Fair

Monhagen Dike
DEC Dam ID#: 179-0565, C- High Hazard
Town of Walkill, Orange County
Condition Rating – Unsound - Fair

Dear Commissioner Tawil,

A routine visual inspection was completed at Monhagen Dam and Monhagen Dike on October 11, 2022. The inspection was conducted by Warren Shaw, and myself, as part of the Department of Environmental Conservation's (Department) ongoing Dam Safety program. I would like to thank Brian Smith for joining us during the inspection and discussing the details of the dam and dike. I'm writing to you since it is my understanding that you represent the owner of this structure. A copy of my Visual Observations is enclosed for your information.

Inspection

The left/right nomenclature used in this letter and in the enclosed Visual Observation Report is based on looking downstream from the center of the structure. Please refer to the attachment for our observations made during the inspection.

Deficiencies may exist beyond those identified here. The Department's visual inspections are not intended to take the place of a comprehensive engineering evaluation by a professional engineer. The Department's inspection observations and notes should not be relied on for "risk management/assessment" or other financially based determinations.

Regulations

The following table summarizes the current status of compliance for this dam for those sections of the regulations that have specific deadlines for compliance.

Compliance Status Table:

Monhagen Dam and Monhagen Dike

Citation	Requirement	Status
673.6	Develop and implement an Inspection & Maintenance Plan (I&M Plan). Plan does not have to be submitted to the Department but needs to be available for inspection if requested.	An I&M Plan must be available for review, if requested.
673.7	Develop and distribute to the local emergency responders an Emergency Action Plan (EAP). EAPs should be updated on an annual basis. To be considered "final" a completed Promulgation and Concurrence (P&C) form must also be submitted indicating that the EAP has been distributed to and coordinated with local emergency responders.	An EAP, dated December 28, 2018, is on file. **See comments below**
673.8	Submit an Annual Certification to the Department January 31 of each year (certification is for the previous year). An annual certification form can be found at: https://www.dec.ny.gov/docs/water_pdf/damsacf2021.pdf.	**VIOLATION** The latest AC received was for calendar year 2018. Please submit an AC for the 2022 calendar year before January 31st.
673.13	An engineering assessment shall be performed, and an engineering assessment report submitted to the dam safety section, at a minimum frequency of every 10 years for dams that have been assigned a hazard classification of class B or C.	An EA with a last revision date of October 21, 2013 is on file. The next EA will be due no later than October 2023.

The full text of the revised 6 NYCRR Part 608 and Part 673, along with technical guidance, templates and forms can be downloaded from the Dam Safety webpage at: http://www.dec.ny.gov/lands/4991.html.

EAP Comments

As part of the next revision of the EAP, please update the Dam Safety contact information on the Notification Flow Charts to:

- Dam Safety Dispatch (24 hour), (518) 486-4326 (486-4DAM)
- Dam Safety (business hours), (518) 402-8185
- Don Canestrari, Section Chief (business hours backup), (518) 402-8138

Condition Rating

You were notified by letter dated February 13, 2017, that the Department assigned the Condition Rating of **"Unsound, Fair"** to both the Monhagen Lake Dam and the Monhagen Lake Dike based on the deficiencies identified at both the dam and dike including inadequate spillway capacity and inadequate slope stability identified in the October 2013 Engineering Assessments.

Based on the recent inspection and previous correspondence, the Department continues to maintain the Condition Rating of "**Unsound - Fair**" for these structures. This condition rating will remain in effect until such time that the dams have been brought into conformance but may be upgraded if conditions worsen. This Condition Rating means that the deficiencies at the dams are of such a nature that the safety of the dam cannot be assured; however, the dam is expected to perform adequately under normal loading conditions. Rare or extreme hydrologic loading events may result in unacceptable performance. **The owner of a dam with a condition rating of Unsound is in violation of 6 NYCRR Part 673 and Environmental Conservation Law (ECL) Article 15 Section 0507.**

The schedule proposed to complete the remedial work at the dam in the 2013 EA has long passed and the recommended remedial work never completed. A written response is required within 45 days of the date of this letter. Your letter should include a summary the City's current anticipated schedule for addressing the deficiencies at the Highland Lake impounding structures and for completing all of the work necessary to bring the dam into conformance with all applicable dam safety criteria as was discussed in the EA.

Please keep in mind that any repair or construction activities related to the dam may require permits from the Department. Well before beginning work on the dam, please check with the Regional Permit Administrator at the Department's Region 3 – New Paltz office at (845) 256-3033 to see if any permits are required.

If you have any questions, please feel free to contact me by phone at 518-402-8109, or by e-mail at ayotunde.adebajo@dec.ny.gov or Warren Shaw at 518-402-8252 or by email at Warren.Shaw@dec.ny.gov.

Sincerely,

Ayotunde Adebajo
Engineer Trainee, Dam Safety Section

ec; Brian Smith, Middletown, bsmith@middletown-ny.com
George Serrano, Town of Wallkill, Supervisor, supervisor@townofwallkill.com
Alan Mack, Orange County EMO, AMack@orangecountygov.com
Dominick Greene, Orange County EMO, DGreene@orangecountygov.com
Donald Canestrari, NYSDEC, Dam Safety Section, Chief
Warren Shaw, NYSDEC, Dam Safety Section
Berhanu Gonfa, NYSDEC Region 3, Dam Safety Representative
Manju Cherian, NYSDEC Region 3, Regional Water Engineer
Meena George, NYSDEC Region 3, Regional Water Engineer

New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety

Visual Observations

DAM NAME	Monhagen Lake Dam				
STATE ID	179-0566	SECTION	A	*HAZARD CODE*	B
COUNTY	Orange			*INSPECTION DATE*	10/11/2022
NEAREST DS CITY/TOWN	Middletown			*INSPECTOR(S)*	WTS/ATA
OWNER'S NAME	CITY OF MIDDLETOWN				
DOWNSTREAM HAZARD	Intermediate			*TOWNSHIP*	Town of Wallkill

WATER LEVEL BEHIND DAM 7-8ft below Dam Crest

DRAIN OPERATION

DEFICIENCIES

☐ *1)Seepage*	☐ *4)Maintenance*	☐ *7)Cracking*
☐ *2)Slope Stability*	☐ *5)Surficial Deterioration*	☐ *8)Movement/Misalignment*
☐ *3)Undesirable Growth*	☐ *6)Voids*	☐ *9)Data*

General:

–Accompanied by Brian Smith, Middletown DPW.

Upstream:

–Maintained

Dam Crest:

–Fence along upstream slope is leaning (out of alignment), possible settlement/shift. Noted in previous inspections.

Downstream:

–Grass growing up through rip rap but maintained.
–Log on bottom of downstream embankment.
–Areas of exposed geotextiles from under rip rap.

Service Spillway:

–Erosion around spillway pipes entrances and exits.
–Soil, rocks, and other debris inside spillway pipes.
–Invert of both spillway pipes are rusted away.
–Vegetation and woody brush around downstream spillway pipes.

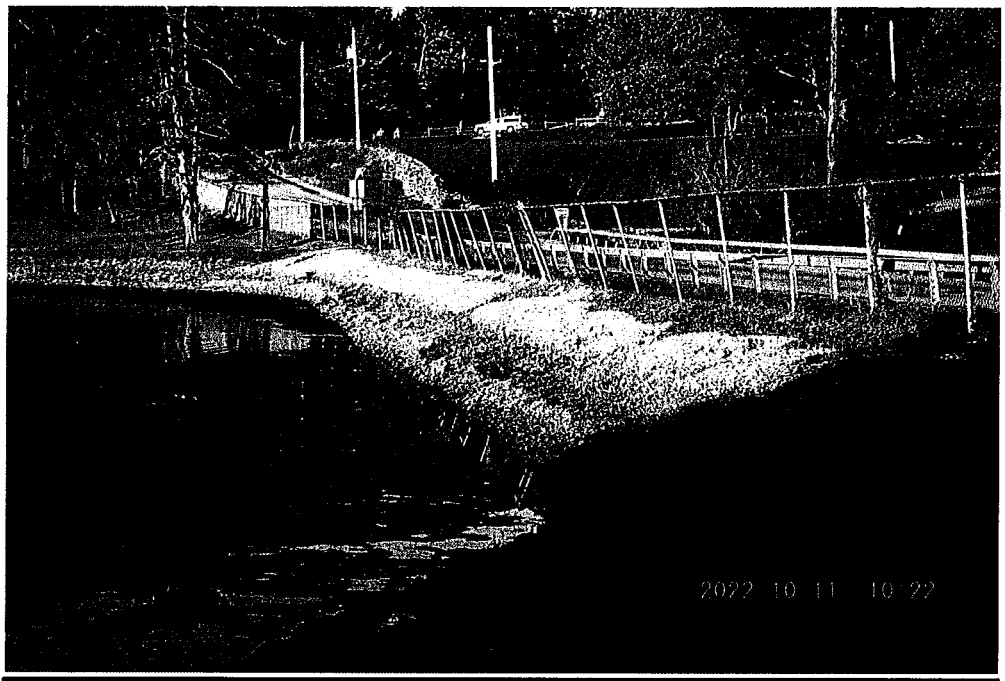


Photo 1 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Upstream Embankment
View: Right side of upstream embankment looking left

Photo 2 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Dam Crest
View: Left side of dam crest, looking right

Photo 3 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Downstream Embankment
View: Left side of downstream embankment, looking right.

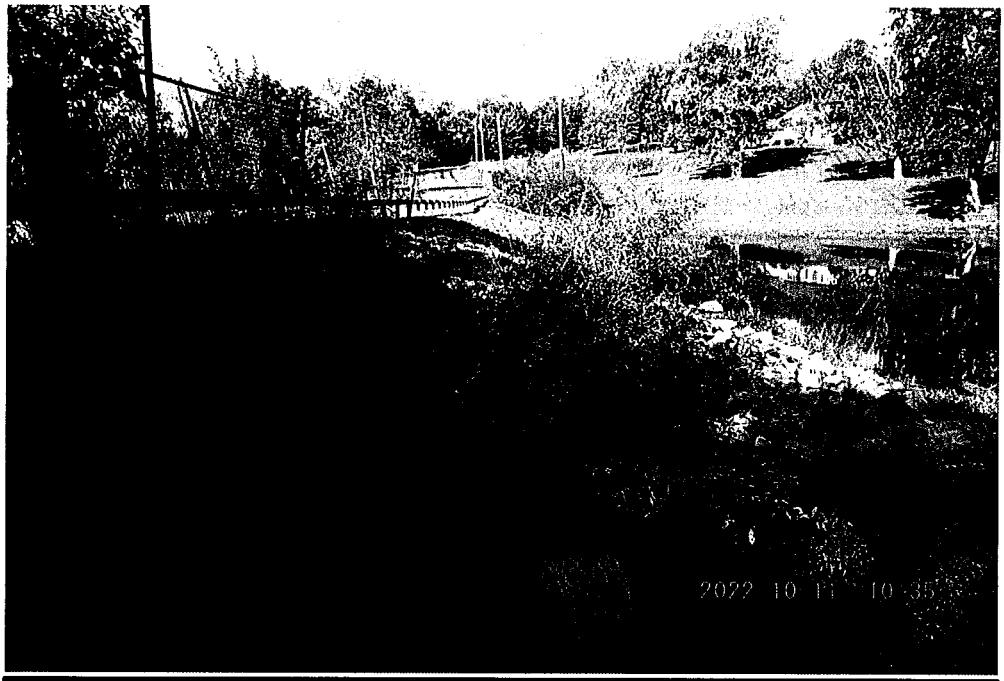


Photo 4 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Downstream Embankment
View: Right side of downstream embankment, looking left.

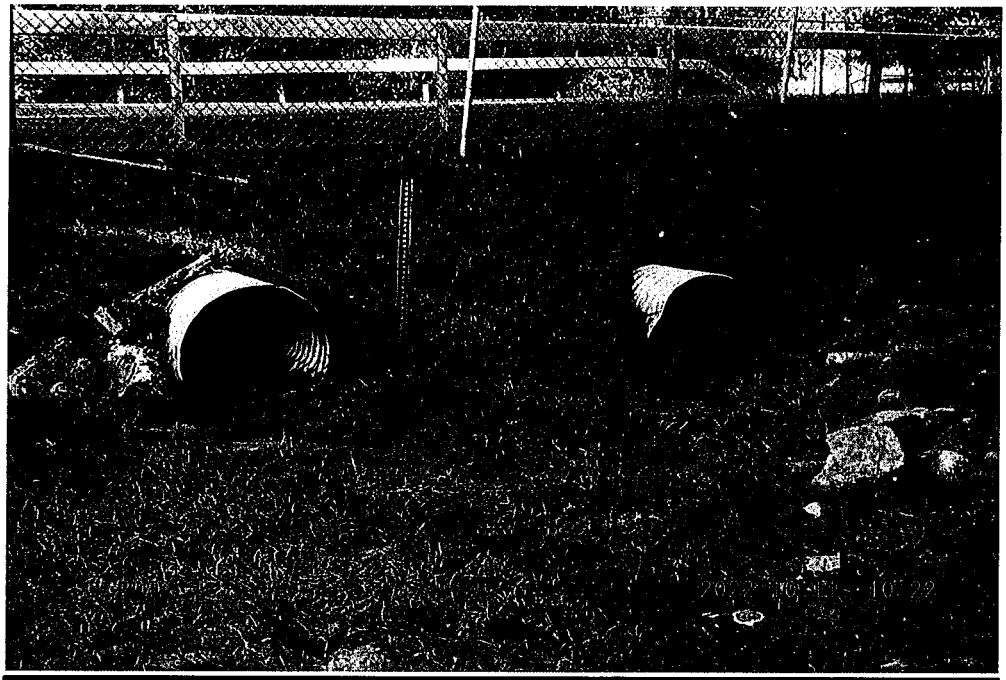


Photo 5 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Spillway Culvert Entrance
View: Right side of upstream embankment, looking at spillway culvert entrance
Note: Rusting in pipe inverts

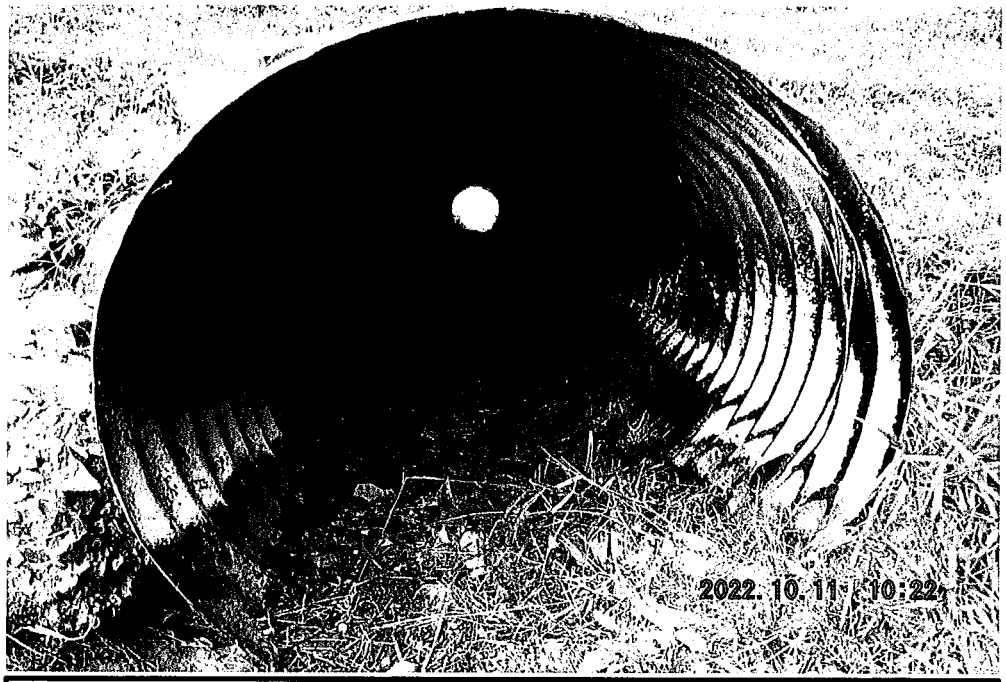


Photo 6 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Spillway Left Culvert Entrance
View: Right side of upstream embankment, looking at spillway left culvert

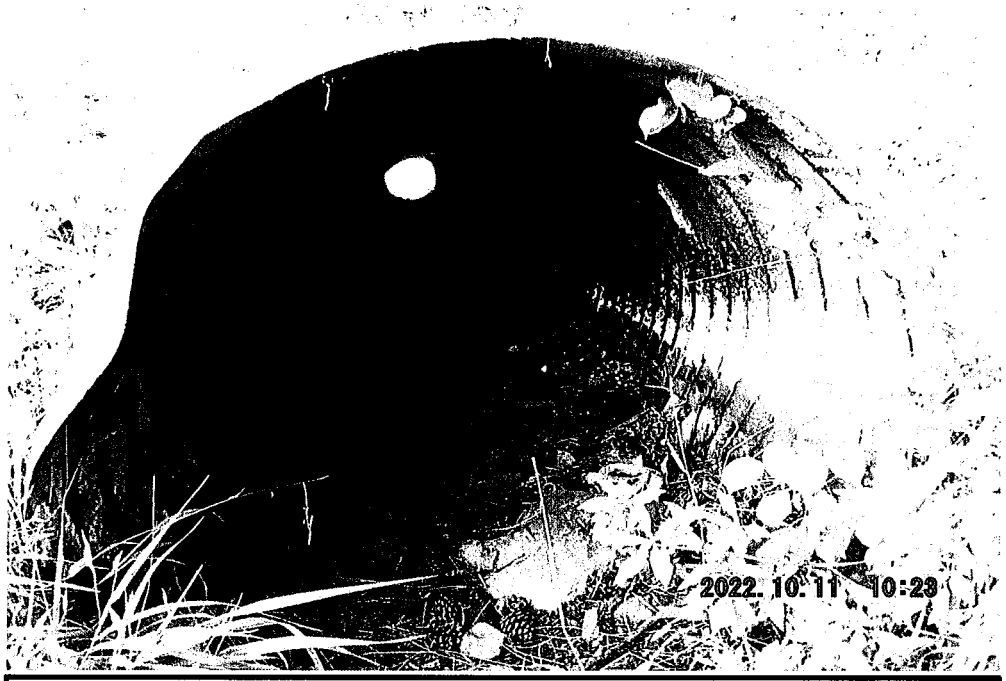


Photo 7 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Spillway Right Culvert Entrance:
View: Right side of upstream embankment, looking at spillway right culvert exit

Photo 8 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Spillway Culvert Exit
View: Right side of downstream embankment, looking at spillway culvert exit
Note: Rusting in pipe inverts

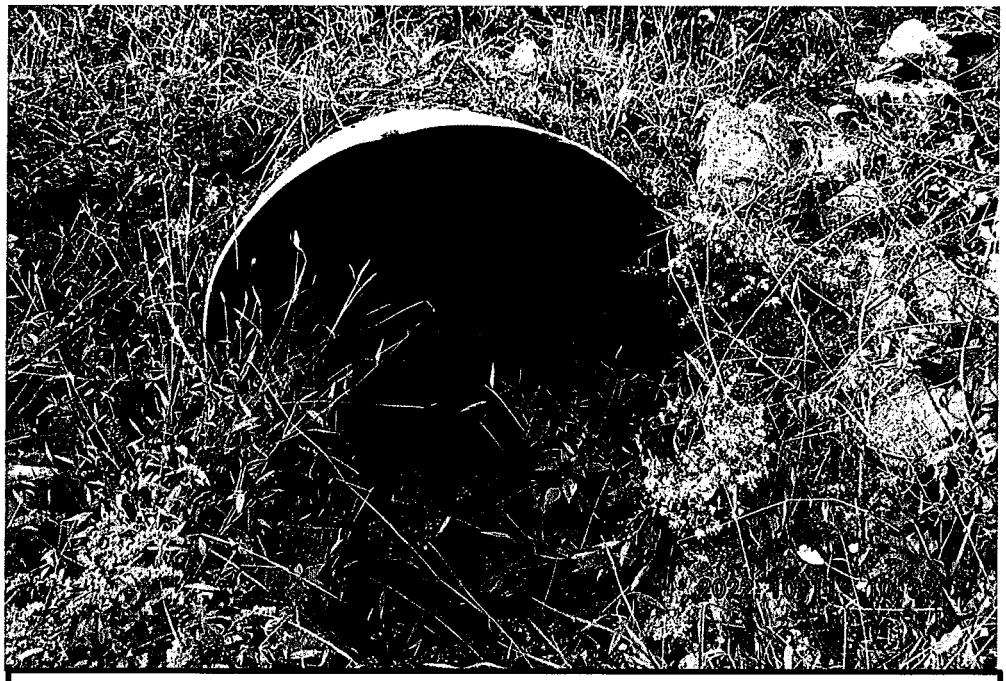


Photo 9 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Spillway Right Culvert Exit
View: Right side of downstream embankment, looking at spillway right culvert exit

Photo 10 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Spillway Left Culvert Exit
View: Right side of downstream embankment, looking at spillway left culvert exit

Photo 11 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Upstream spillway appraoch channel
View: looking upstream from culvert inlet pipes

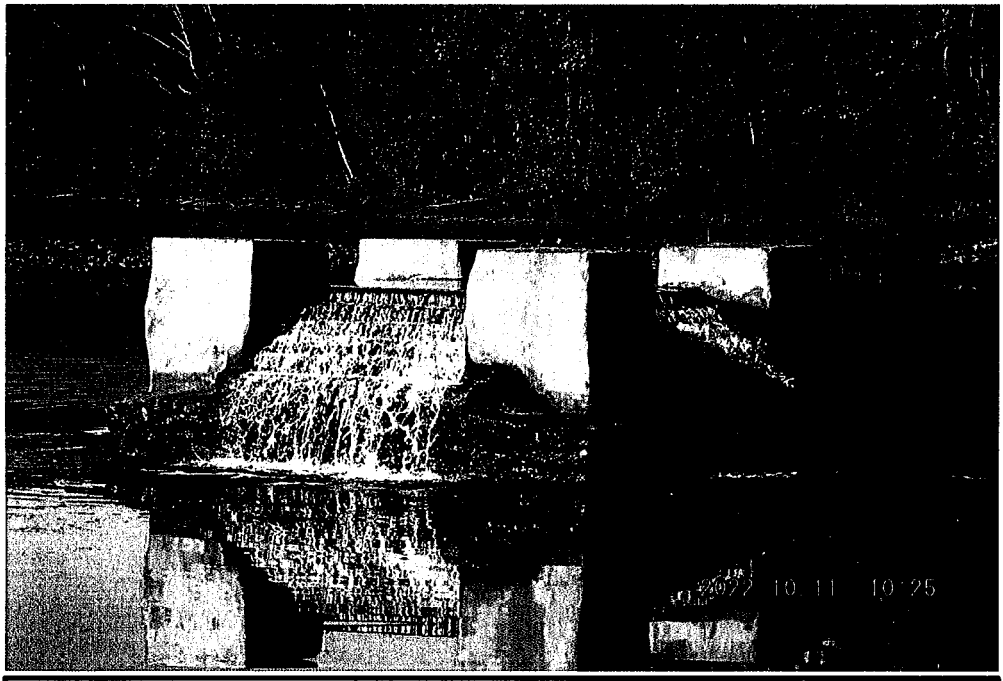


Photo 12 Dam ID# 179-0566 Monhagen Lake Dam 10/11/2022
Shawangunk Reservoir Feeder Outlet
View: Right side of upstream embankment looking left.

New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety

Visual Observations

DAM NAME	Monhagen Lake Dike				
STATE ID	179-0565	SECTION	A	*HAZARD CODE*	C
COUNTY	Orange			*INSPECTION DATE*	10/11/2022
NEAREST DS CITY/TOWN	Middletown			*INSPECTOR(S)*	WTS/ATA
OWNER'S NAME	CITY OF MIDDLETOWN				
DOWNSTREAM HAZARD	High			*TOWNSHIP*	Town of Wallkill

WATER LEVEL BEHIND DAM 7-8 ft below dam crest

DRAIN OPERATION

DEFICIENCIES

☐ *1)Seepage*	☐ *4)Maintenance*	☐ *7)Cracking*
☐ *2)Slope Stability*	☐ *5)Surficial Deterioration*	☐ *8)Movement/Misalignment*
☐ *3)Undesirable Growth*	☐ *6)Voids*	☐ *9)Data*

General:

–Accompanied by Brian Smith, Middletown DPW

Upstream:

–Upstream face is dry laid stones. Stone face appears uniform with no noticeable displacements.

Dam Crest:

–Top of dam is flat, level, grass covered and well maintained.
–Chain-link fence along the downstream dike crest is leaning downstream in the areas of the valve stems, may indicate slope movement

Downstream:

–The downstream slope is steep, grass covered and mowed/maintained. The slope appears uniform.

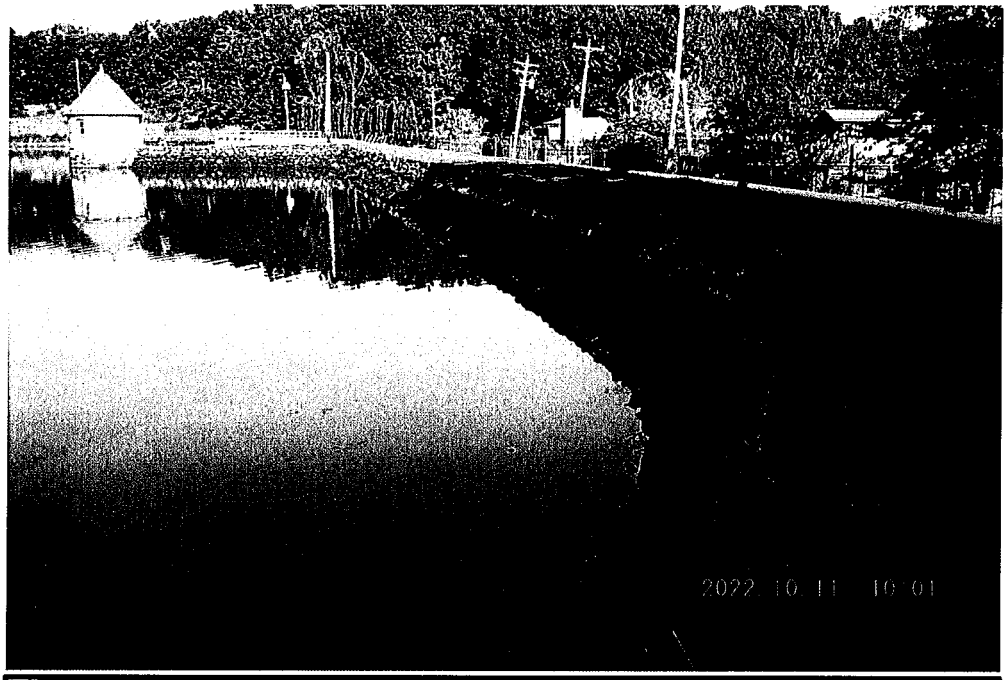


Photo 1 Dam ID# 179-0565 Monhagen Lake Dike 10/11/2022
Upstream Embankment
View: Right side of dam crest, looking left

Photo 2 Dam ID# 179-0565 Monhagen Lake Dike 10/11/2022
Upstream Embankment
View: Center of dam crest, looking left

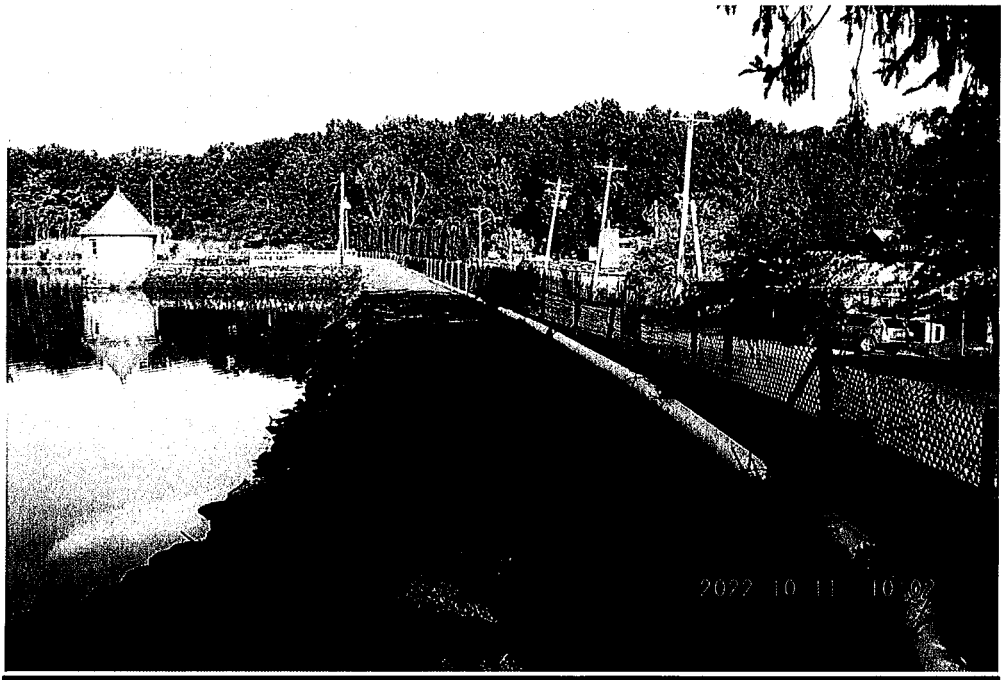


Photo 3 Dam ID# 179-0565 Monhagen Lake Dike 10/11/2022
Dam Crest
View: Right side of dam crest, looking left

Photo 4 Dam ID# 179-0565 Monhagen Lake Dike 10/11/2022
Dam Crest
View: Left side of dam crest, looking right

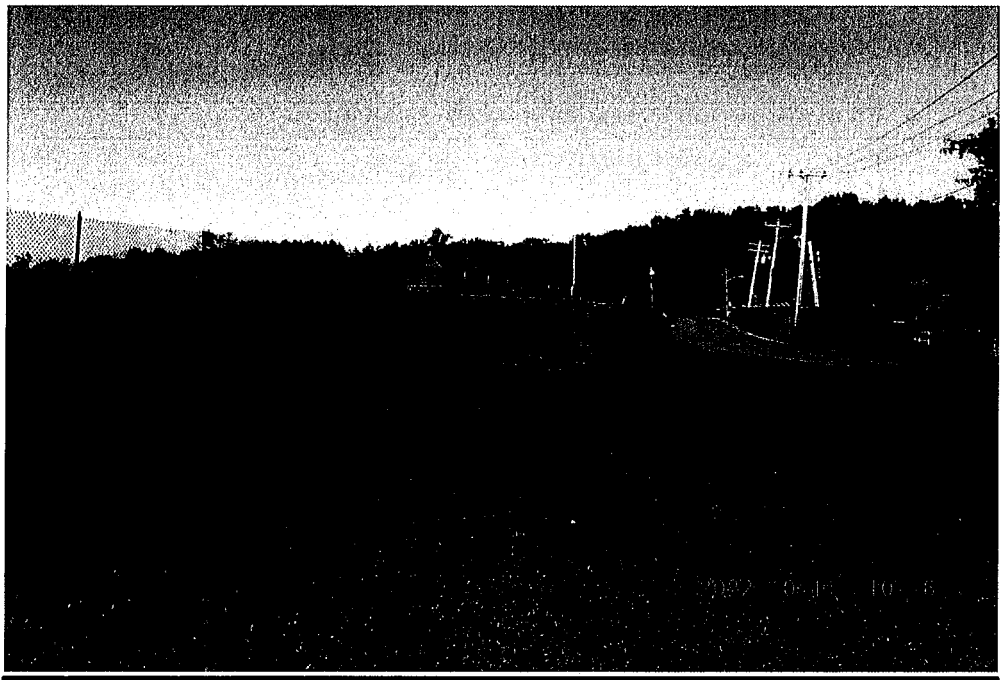


Photo 5 Dam ID# 179-0565 Monhagen Lake Dike 10/11/2022
Downstream Embankment
View: Right side of dam toe, looking left

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Flood Protection and Dam Safety
625 Broadway, Albany, New York 12233-3504
P: (518) 402-8185 I F: (518) 402-9029
www.dec.ny.gov

Electronic Transmittal Only

November 10, 2022

Jacob Tawil
Commissioner of Public Works
City of Middletown
16 James Street
Middletown, New York 10940
Email: jtawil@middletown-ny.com

Re: Highland Dam
DEC Dam ID#: 179-0560, C- High Hazard
Town of Walkill, Orange County
Condition Rating – Unsound – Fair

Highland Dike
DEC Dam ID#: 179-0561, A - Low Hazard
Town of Walkill, Orange County

Dear Commissioner Tawil,

A routine visual inspection was completed at Highland Dam and Highland Dike on October 11, 2022. The inspection was conducted by Warren Shaw, and myself, as part of the Department of Environmental Conservation's (Department) ongoing Dam Safety program. I would like to thank Brian Smith for joining us during the inspection and discussing the details of the dam and dike. I'm writing to you since it is my understanding that you represent the owner of this structure. A copy of my Visual Observations is enclosed for your information.

Inspection

The left/right nomenclature used in this letter and in the enclosed Visual Observation Report is based on looking downstream from the center of the structure. Please refer to the attachment for our observations made during the inspection.

Deficiencies may exist beyond those identified here. The Department's visual inspections are not intended to take the place of a comprehensive engineering evaluation by a professional engineer. The Department's inspection observations and notes should not be relied on for "risk management/assessment" or other financially based determinations.

Regulations

The following table summarizes the current status of compliance for this dam for those sections of the regulations that have specific deadlines for compliance.

Compliance Status Table:

Highland Dam

Citation	Requirement	Status
673.6	Develop and implement an Inspection & Maintenance Plan (I&M Plan). Plan does not have to be submitted to the Department but needs to be available for inspection if requested.	An I&M Plan must be available for review, if requested.
673.7	Develop and distribute to the local emergency responders an Emergency Action Plan (EAP). EAPs should be updated on an annual basis. To be considered "final" a completed Promulgation and Concurrence (P&C) form must also be submitted indicating that the EAP has been distributed to and coordinated with local emergency responders.	An EAP, dated December 28, 2018, is on file.
673.8	Submit an Annual Certification to the Department January 31 of each year (certification is for the previous year). An annual certification form can be found at: https://www.dec.ny.gov/docs/water_pdf/damsacf2021.pdf.	**VIOLATION** The latest AC received was for calendar year 2018. Please submit an AC for the 2022 calendar year before January 31st.
673.13	An engineering assessment shall be performed, and an engineering assessment report submitted to the dam safety section, at a minimum frequency of every 10 years for dams that have been assigned a hazard classification of class B or C.	An EA dated October 22, 2013 is on file for the dam. The next EA will be due no later than October 2023.

The full text of the revised 6 NYCRR Part 608 and Part 673, along with technical guidance, templates and forms can be downloaded from the Dam Safety webpage at: http://www.dec.ny.gov/lands/4991.html.

EAP Comments

As part of the next revision of the EAP, please update the Dam Safety contact information on the Notification Flow Charts to:

- Dam Safety Dispatch (24 hour), (518) 486-4326 (486-4DAM)
- Dam Safety (business hours), (518) 402-8185
- Don Canestrari, Section Chief (business hours backup), (518) 402-8138

Condition Rating

You were notified by letter dated December 20, 2018, that the Department assigned the Condition Rating of "**Unsound - Fair**" to the Highland Dam based on the inadequate slope stability and further geotechnical investigations needed as identified in the October 2013 EA.

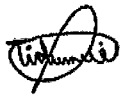
Based on the recent inspection and previous correspondence, the Department continues to maintain the Condition Rating of "**Unsound - Fair**" to the Highland Lake Dam This condition rating will remain in effect until such time that the dam have been brought into conformance but may be upgraded if conditions worsen. This Condition Rating means that the deficiencies at the dams are of such a nature that the safety of the dam cannot be assured; however, the dam is expected to perform adequately under normal loading conditions. Rare or extreme hydrologic loading events may result in unacceptable performance. **The owner of a dam with a condition rating of Unsound is in violation of 6 NYCRR Part 673 and Environmental Conservation Law (ECL) Article 15 Section 0507.**

The schedule proposed to complete the remedial work at the dam in the 2013 EA has long passed and the recommended remedial work never completed. A written response is required within 45 days of the date of this letter. Your letter should include a summary the City's current anticipated schedule for addressing the deficiencies at the Highland Lake impounding structures and for completing all of the work necessary to bring the dam into conformance with all applicable dam safety criteria as was discussed in the EA.

Please keep in mind that any repair or construction activities related to the dam may require permits from the Department. Well before beginning work on the dam, please check with the Regional Permit Administrator at the Department's Region 3 – New Paltz office at (845) 256-3033 to see if any permits are required.

If you have any questions, please feel free to contact me by phone at 518-402-8109, or by e-mail at ayotunde.adebajo@dec.ny.gov or Warren Shaw at 518-402-8252 or by email at Warren.Shaw@dec.ny.gov.

Sincerely,



Ayotunde Adebajo
Engineer Trainee, Dam Safety Section

ec; Brian Smith, Middletown, bsmith@middletown-ny.com
George Serrano, Town of Wallkill, Supervisor, supervisor@townofwallkill.com
Alan Mack, Orange County EMO, AMack@orangecountygov.com
Dominick Greene, Orange County EMO, DGreene@orangecountygov.com
Donald Canestrari, NYSDEC, Dam Safety Section, Chief
Warren Shaw, NYSDEC, Dam Safety Section
Berhanu Gonfa, NYSDEC Region 3, Dam Safety Representative
Manju Cherian, NYSDEC Region 3, Regional Water Engineer
Meena George, NYSDEC Region 3, Regional Water Engineer

New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety

Visual Observations

DAM NAME	Highland Lake Dam				
STATE ID	179-0560	SECTION	A	*HAZARD CODE*	C
COUNTY	Orange			*INSPECTION DATE*	10/11/2022
NEAREST DS CITY/TOWN	None			*INSPECTOR(S)*	WTS/ATA
OWNER'S NAME	CITY OF MIDDLETOWN				
DOWNSTREAM HAZARD	High			*TOWNSHIP*	Town of Wallkill

WATER LEVEL BEHIND DAM below spillway crest (no measurement)

DRAIN OPERATION not observed

DEFICIENCIES

☐ *1)Seepage*	☐ *4)Maintenance*	☐ *7)Cracking*
☐ *2)Slope Stability*	☐ *5)Surficial Deterioration*	☐ *8)Movement/Misalignment*
☐ *3)Undesirable Growth*	☐ *6)Voids*	☐ *9)Data*

General:

–Accompanied by Brian Smith, Middletown DPW

Upstream:

–Tall grass with some woody brush observed on the slope.
–Scarping observed on the right side of the embankment.
–Tree on left end of upstream slope.

Downstream:

–Right end of the embankment is overgrown with vegetation.
–Left end of the embankment is overgrown with trees and thick vegetation.
–Channelized standing water located at left toe, ground very saturated.

Service Spillway:

–Overgrown vegetation and logs in spillway channel.
–Spillway sidewalls observed several voids and missing stones.
–Downstream spillway channel outlets along the right downstream toe of the embankment. Pipe at downstream end of channel is completely filled with dirt and rocks.

Photo 1 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Upstream Embankment
View: Right side of dam crest, looking left

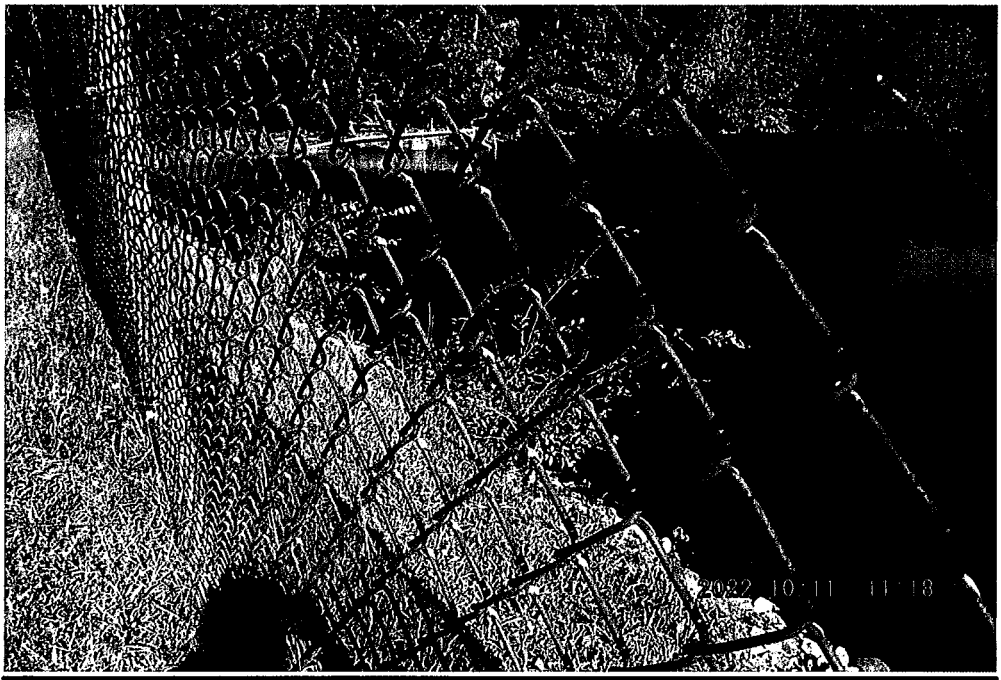


Photo 2 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Upstream Embankment
View: Center side of dam crest, looking upstream

Photo 3 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Dam Crest
View: Right side of dam crest, looking left

Photo 4 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Downstream Embankment
View: Left side of dam crest, looking right

Photo 5 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Downstream Embankment
View: Right side of dam toe, looking left

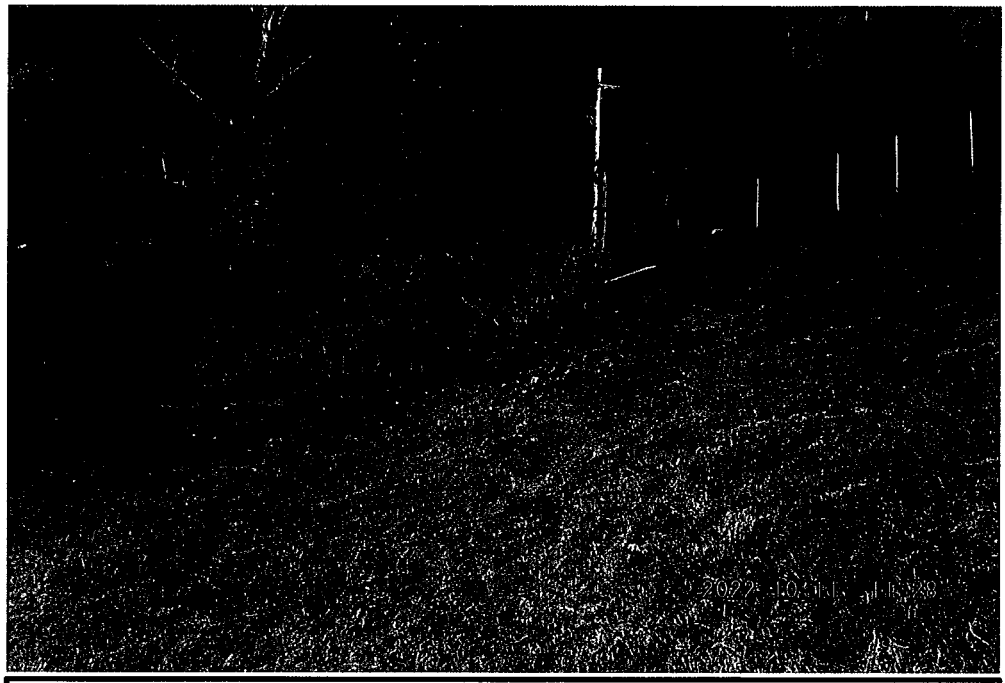


Photo 6 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Downstream Embankment
View: Right side of dam toe, looking right

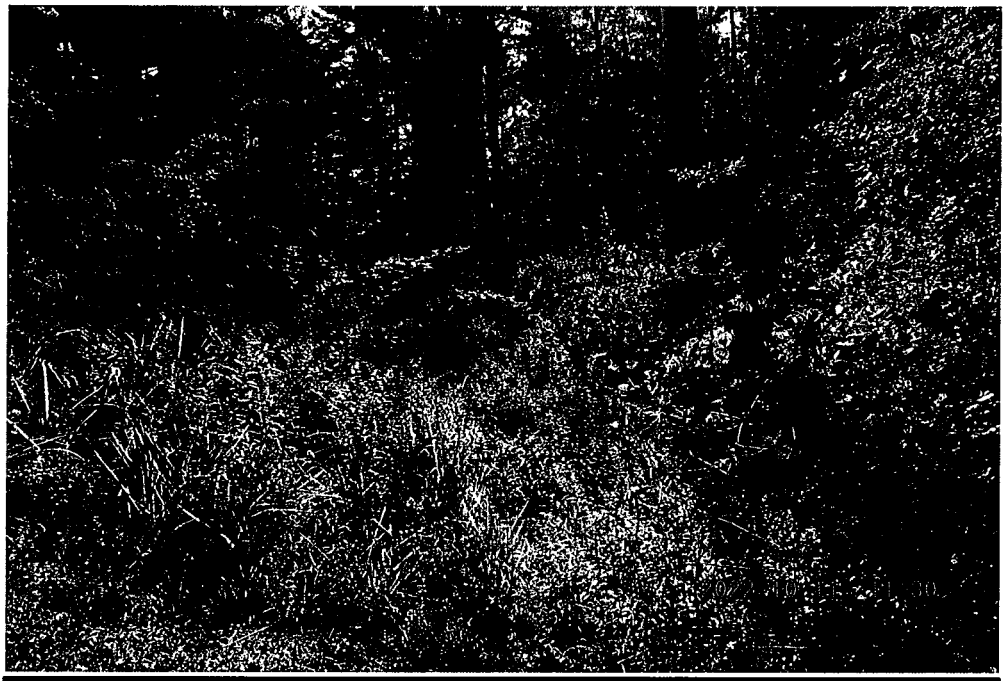


Photo 7 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Downstream Embankment
View: left end of dam, looking towards left

Photo 8 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Downstream Embankment
View: Center of dam toe, looking left

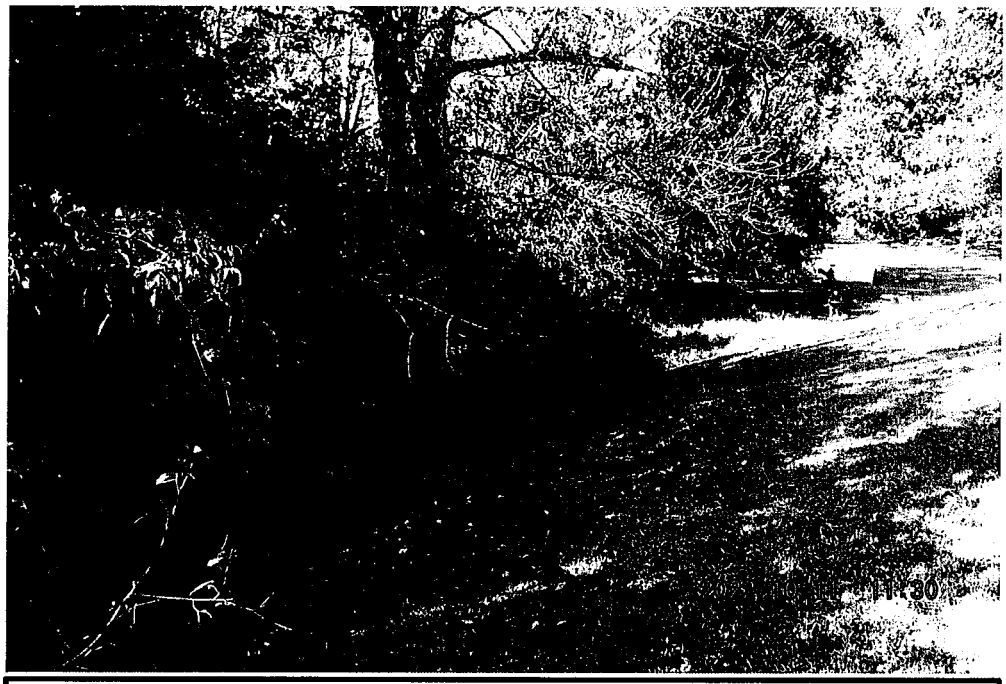


Photo 9 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Downstream Embankment
View: Left side of dam toe, looking right

Photo 10 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Upstream Spillway Channel
View: Right side of dam crest, looking upstream

Photo 11 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Spillway Channel
View: At spillway channel, looking upstream

Photo 12 Dam ID# 179-0560 Highland Lake Dam 10/11/2022
Spillway Channel
View: At spillway channel, looking downstream

New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety

Visual Observations

DAM NAME	Highland Lake Dike				
STATE ID	179-0561	SECTION	A	*HAZARD CODE*	A
COUNTY	Orange			*INSPECTION DATE*	10/11/2022
NEAREST DS CITY/TOWN	South Centerville			*INSPECTOR(S)*	WTS/ATA
OWNER'S NAME	CITY OF MIDDLETOWN				
DOWNSTREAM HAZARD	Low			*TOWNSHIP*	Town of Wallkill

WATER LEVEL BEHIND DAM

DRAIN OPERATION

DEFICIENCIES

☐ *1)Seepage*	☐ *4)Maintenance*	☐ *7)Cracking*
☐ *2)Slope Stability*	☐ *5)Surficial Deterioration*	☐ *8)Movement/Misalignment*
☐ *3)Undesirable Growth*	☐ *6)Voids*	☐ *9)Data*

General:

–Accompanied by Brian Smith, Middletown DPW.

Upstream:

–Heavy rip rap stone with minor vegetation growing up through stone. Maintained.

Dam Crest:

–Uniform with several minor depressions throughout dam crest.

Downstream:

–Slope undulates.
–Noted old stumps on embankment.
–Standing water/saturated soil on left toe.

Photo 1 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Upstream Embankment
View: Right side of upstream embankment, looking left

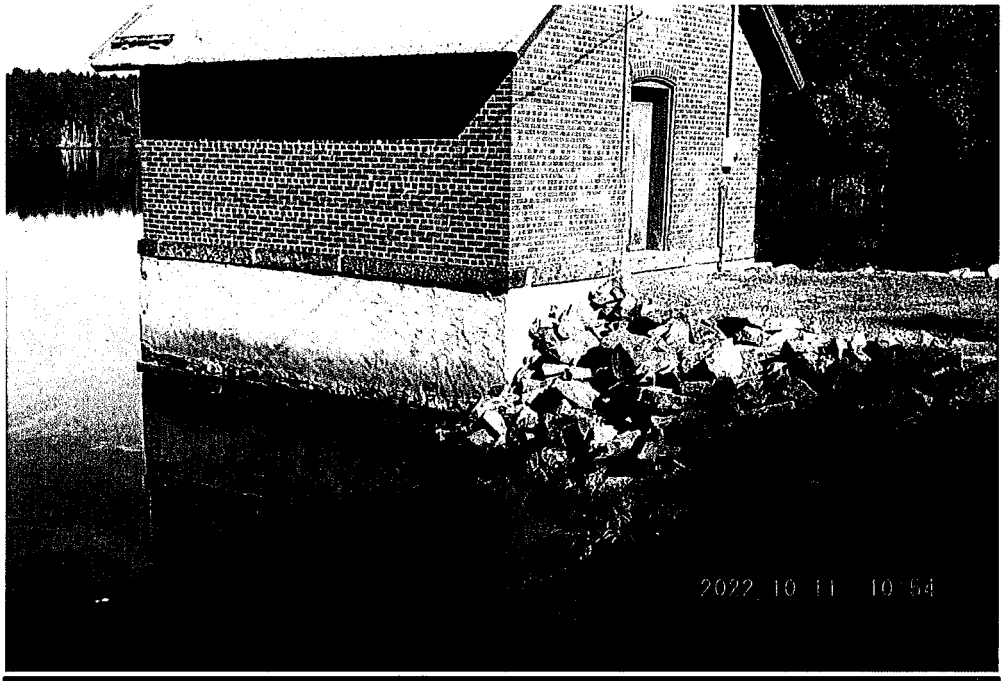


Photo 2 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Upstream Embankment
View: Center of dam crest, looking towards valve house

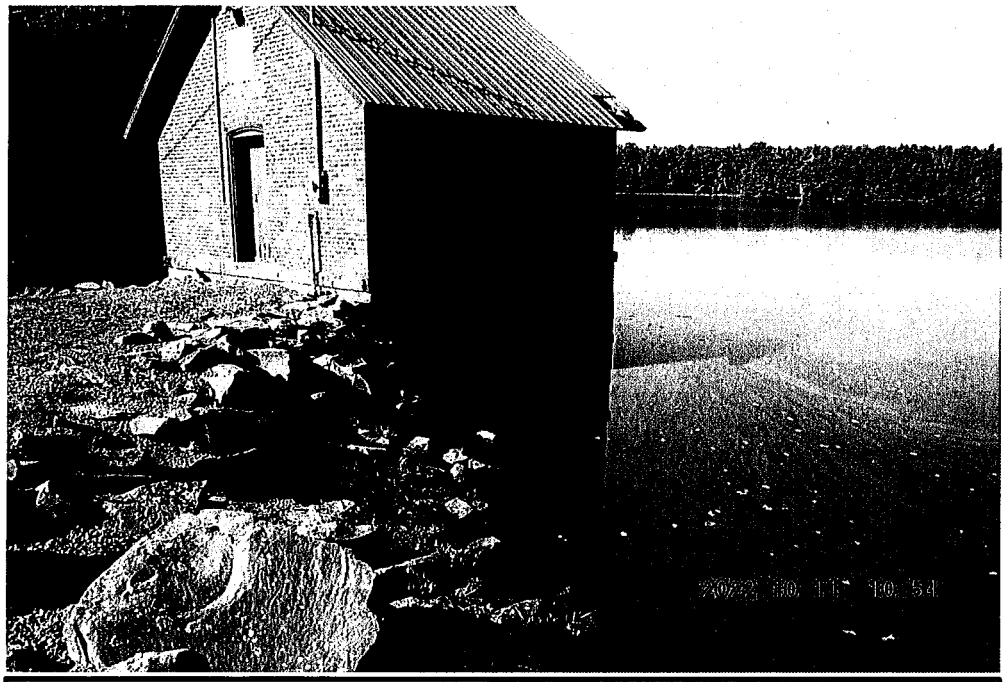


Photo 3 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Upstream Embankment
View: Center of dam crest, looking towards valve house

Photo 4 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Upstream Embankment
View: Left side of dam crest, looking right

Photo 5 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Dam Crest
View: Right side of dam crest, looking left

Photo 6 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Dam Crest
View: Left side of dam crest, looking right

Photo 7 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Downstream Embankment
View: Right side of downstream embankment, looking left

Photo 8 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Downstream Embankment
View: Left side of downstream embankment, looking right

Photo 9 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Downstream Embankment
View: Left side of downstream embankment, looking upstream
Note: old tree stump/woody brush stump

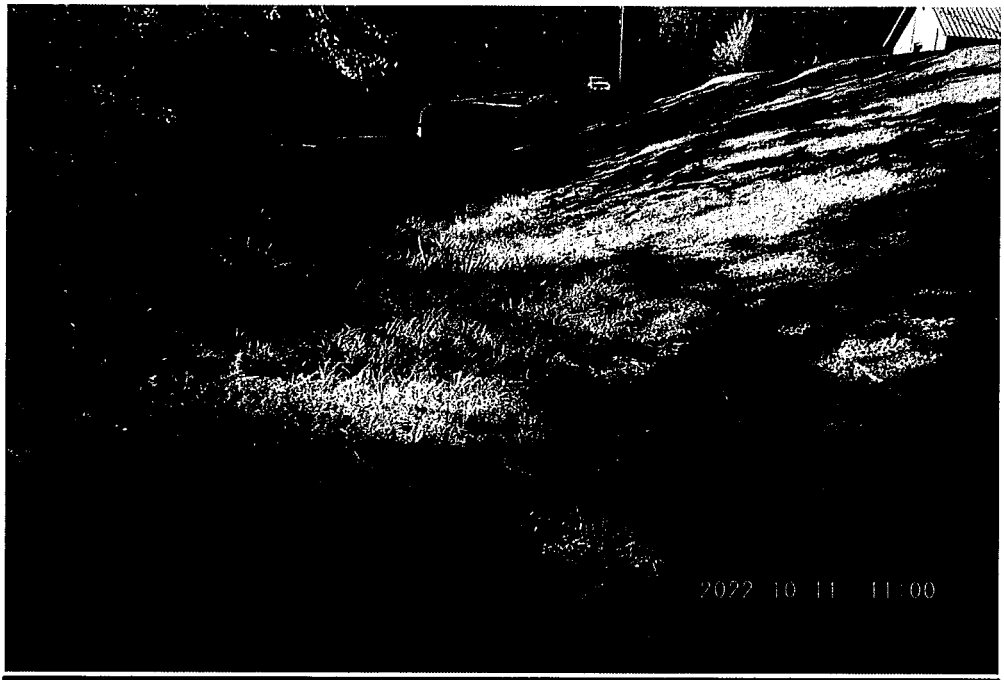


Photo 10 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Dam Toe
View: Left side of dam toe, looking right
Note: ground very saturated

Photo 11 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Auxiliary Spillway Channel
View: At spillway channel, looking upstream

Photo 12 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Auxiliary Spillway Channel
View: At spillway culvert inlet, looking downstream

Photo 13 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Auxiliary Spillway Outlet Channel
View: At spillway outlet channel, looking downstream

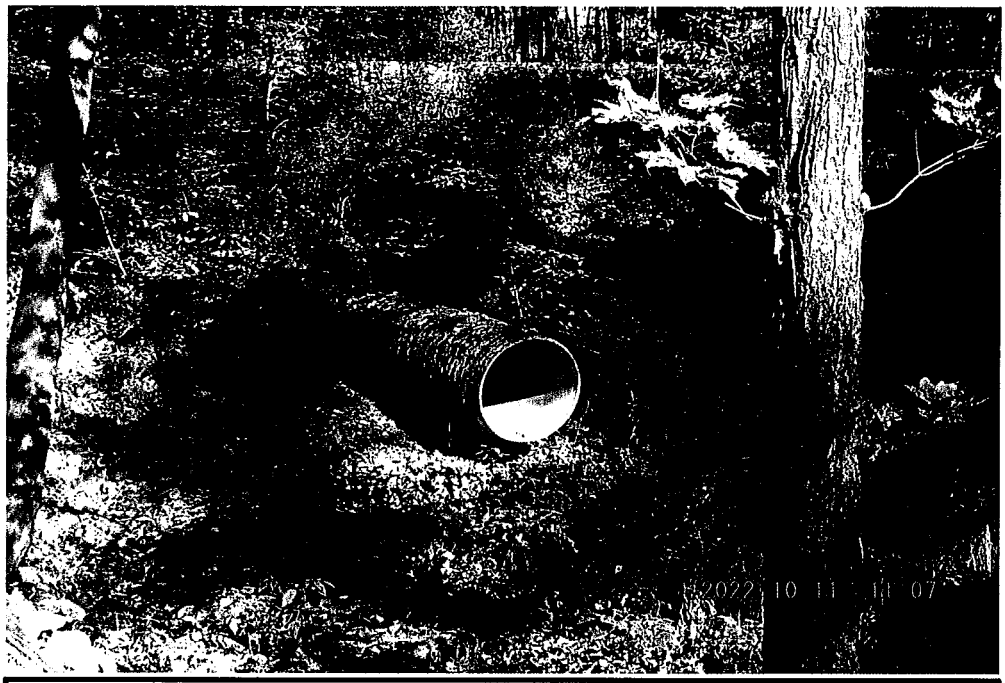


Photo 14 Dam ID# 179-0561 Highland Lake Dike 10/11/2022
Auxiliary Spillway Culvert Outlet Pipe
View: At spillway outlet channel, looking upstream

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 8-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution awarding Bids for upgrades to the three Shawangunk Dams and Kinch Dam

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to award the following bids for Upgrading three Shawangunk Dams and a separate bid for upgrading Kinch Dam. Bids were opened on December 5, 2022 during a Board of Estimates meeting and reveiwed and evaluated by Jacob Tawil and CT Male.

Shawangunk Dams project to A. Servidone Inc./B. Anthony Construction Corp., Joint Venture, for the bid price of $3,797,935.00

Kinch Dam project to Colonnelli Brothers for the base bid only in the amount of $1,475,000.00

FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Mayor to agreements the contracts.

FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to bond the necessary funds for the project.

*Some partial funding has already been established for Shawangunk Dams. The remaining needed funding for Shawangunk and Kinch construction projects as well as cost of Engineering Construction Inspection, testing should be bonded. Jacob Tawil requesting that City Treasurer be authorized to bond the needed funds that we will quantify based on her recommendations.

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture & Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com

December 23, 2022

Jacob Tawil, P.E., City Engineer
City of Middletown
16 James Street
Middletown, NY 10940

Re: Contract Award Recommendation
Shawangunk Dam Rehabilitation Project
CTMA Project No. 17.7526

Dear Mr. Tawil:

Bids were opened on December 6, 2022 for the above referenced project. A total of ten (10) bids were received, as noted on the enclosed bid opening report. The bids were reviewed for accuracy and conformance with the bid requirements. The apparent low bidder, A. Servidone Inc./B. Anthony Construction Corp. (Joint Venture) was verified and deemed to be acceptable.

Based upon documentation provided with their bid, and a review of references, we recommend that the City of Middletown award the Shawangunk Dam Rehabilitation Project to A. Servidone Inc./B. Anthony Construction Corp. (Joint Venture). for their bid price of $3,797,935.00.

Please feel free to call me at 518.786.7651 should you have any questions in this matter.

Sincerely,

C.T. MALE ASSOCIATES

Kathryn Serra

Kathryn C. Serra, P.E.
Project Manager

Encl: Bid Summary

cc: A. Servidone Inc./B. Anthony Construction Corp.

BID OPENING REPORT

a

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture,
Landscape Architecture & Geology, D.P.C.
50 Century Hill Drive
Latham, NY 12110

Project Name:	Shawangunk Dam Rehabilitation	Project Number:	17.7528
Location:	Middletown, NY	Sheet	____ of ____
Bid Opening Time and Date:	4:00 PM, Tuesday, December 06, 2022	Recorded By:	Jacob Tawil
Location:	16 James Street, Middletown, NY 10940	Checked By:	

Name of Bidder	Bid Results Base Bid	Bid Bond	Addenda Rec'd 1	2	3	4	5
BEN CICCONE Inc.	4,694,865						
A.Servidone Inc./ B. Anthony Const. Corp. JV	3,797,935.00						
OCS Industries, Inc.	4,491,753.86						
TAM Enterprises, Inc.	4,700,000.00						
Harrison & Burrowes Bridge Constructors Inc.	5,679,567.95						
JR Cruz	5,305,000.00						
Boyce Excavating Co., Inc.	5,387,325.00						
Transit Construction Corp.	4,414,700.00						
Colonnelli Brothers, Inc.	5,200,000.00						
Railroad Construction Company	4,699,525.00						

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture & Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com

December 23, 2022

Jacob Tawil, P.E., City Engineer
City of Middletown
16 James Street
Middletown, NY 10940

Re: Contract Award Recommendation
Kinch Dam Rehabilitation Project
CTMA Project No. 17.8642

Dear Mr. Tawil:

Bids were opened on December 6, 2022 for the above referenced project. A total of four (4) bids were received, as noted on the enclosed bid opening report. The bids were reviewed for accuracy and conformance with the bid requirements. The City has elected not to proceed with Bid Alternate #1; therefore, the base bid was utilized in determining the apparent low bidder. The apparent low bidder, Colonnelli Brothers, Inc. was verified and deemed to be acceptable.

Based upon documentation provided with their bid, and a review of references, we recommend that the City of Middletown award the Kinch Dam Rehabilitation Project (base bid work only) to Colonnelli Brothers, Inc. for their base bid price of $1,475,000.00.

Please feel free to call me at 518.786.7651 should you have any questions in this matter.

Sincerely,

C.T. MALE ASSOCIATES

Kathryn Serra

Kathryn C. Serra, P.E.
Project Manager

Encl: Bid Summary

cc: Colonnelli Brothers

BID OPENING REPORT

a

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture,
Landscape Architecture, & Geology, D.P.C.
50 Century Hill Drive
Latham, NY 12110

Project Name:	Kinch Dam Rehabilitation	Project Number:	18.8642
Location:	Middletown, NY	Sheet ____ of ____	
Bid Opening Time and Date:	4:00 PM, December 06, 2022	Recorded By:	J. Tawil
Location:	16 James Street, Middletown, NY 10940	Checked By:	

Name of Bidder	Bid Results			Bid Bond	Addenda 1 Rec'd
	Base Bid	Alternate #1	Total Bid		
OCS Industries, Inc.	1,556,227.22	169,000			
TAM Enterprises, Inc.	1,708,978.00	211,422			
Boyce Excavating Co., Inc.	1,481,018.00	187,371			
Colonnelli Brothers, Inc.	1,475,000	~~1,800,000~~ $325,000.00			

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: 9-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Declaring a Vehicle as Surplus

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to declare the following vehicle as surplus and authorizes its disposal in the most advantageous way to the City, based on the opinion of the Commissioner of Public Works, which is final, most likely through Auctions International.

2003 Crown Vic (VIN# 2FAHP71W53X173468)

This vehicle would require numerous repairs; including needing a new transmission installed which would cost more than what the car is worth at its current state.

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 Leonora Liz- Treasurer

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

Date: December 28, 2022

RE: Surplus vehicle

We are requesting that the vehicle 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 which is final, most likely through Auctions International.

1. 2003 Crown Vic (VIN# 2FAHP71W53X173468). This vehicle would require numerous repairs; including needing a new transmission installed which would cost more than what the car is worth at its current state.

Thank you.

JT/kg

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 10-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a $66,000 budget transfer

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $66,000, in the following manner, due to unbudgeted salaries for new employees hired in 2022.

FROM	**AMOUNT**	**TO**
A.5110.100 Pers. Svcs. – Street	$66,000.00	A.1490.100 Pers. Svcs – Public Works Admin.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 29, 2022

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

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

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

Re: Transfer of Funds- Public Works Admin.

We are respectfully requesting a transfer of funds from the Personal Service line, A.5110.100, into the Personal Service line, A.1490.100, which has been recently overdrawn due to unbudgeted salaries for new employees hired in 2022.

FROM	AMOUNT	TO
A.5110.100 Pers. Svcs. – Street	$66,000.00	A.1490.100 Pers. Svcs – Public Works Admin.

Thank you.

JT/kg

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 11-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing budget transfers within the 2022 DPW Budget

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to make the following transfers within the 2022 DPW Budget below:

$25,000.00 transfer is needed to cover Chemicals needed for the Water Treatment Plant due to increase in pricing. Balance of account is at $0.00 for remainder of the year.

$16,000.00 transfer is needed to cover unexpected repairs to the blower at the Waste Water Treatment Plant. Balance of account is at $800.00 for the remainder of the year.

$9,000.00 transfer is needed to cover the cost of diesel fuel through the remainder of the year due to rises in costs. Balance of account is at $0.00 for the remainder of the year.

$35,000.00 transfer is needed to cover repairs to lights and poles that were replaced throughout the city. Balance is at $2,000.00 for the remainder of the year.

FROM	AMOUNT	TO
F.8330.100 Personal Services	$25,000.00	F.8330.458 Chemicals
G.8130.446 Landfill Sludge	$16,000.00	G.8130.440 Repairs to Equipment
A.1620.470 Repairs to Building	$9,000.00	A.5110.417 Gas & Oil
A.8160.100 Personal Services	$35,000.00	A.5182.900 General Expense

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 12-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a $15,000 budget transfer from within the 2022 Corporation Council Budget

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to transfer $15,500, from within the 2022 Corporation Counsel Budget, in the following manner:

From	**Amount**	**To**
A.1420.488 Corporation Counsel Grievance	$15,000	A.1420.489 Litigation

This transfer is to replenish A.1420.489 line in order to pay unpaid litigation invoices.

A.1420.433 Personnel Training	$500.00	A.1362.900 General Expense

This transfer is to replenish A1362.900 line in order to pay unpaid invoices.

Richard McCormack

From: Martina Tu
Sent: Thursday, December 29, 2022 11:52 AM
To: Leonora Liz; Richard McCormack
Subject: 2022 budget transfer request

Good Morning,
This is to request a following transfer within our 2022 budget lines:

From	Amount	To
A.1420.433 Personnel Training	$500.00	A.1362.900 General Expense

This transfer is to replenish A1362.900 line in order to pay unpaid invoices.
Thank you.

Richard McCormack

From: Martina Tu
Sent: Tuesday, December 27, 2022 10:29 AM
To: Leonora Liz; Richard McCormack
Subject: 2022 Budget transfer request

Good Morning,
This is to request a following transfer within our 2022 budget lines:

From	Amount	To
A.1420.488 Corporation Counsel Grievance	$15,000	A.1420.489 Litigation

This transfer is to replenish A.1420.489 line in order to pay unpaid litigation invoices.
Thank you.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 01.03.23

Index No: 13-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a contract renewal with CherryRoad Technologies for IT Support

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the attached contract renewal with CherryRoad Technologies, for the segments listed totaling $207,000.

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.

CherryRoad® technologies

MASTER SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2022, by and between City of Middletown, NY having its principal offices at 16 James St., Middletown, NY 10940, hereinafter referred to as "CLIENT," and CherryRoad Technologies Inc., with offices located at 6 Upper Pond Road, 2nd Floor, Parsippany, New Jersey 07054, hereinafter referred to as "CONSULTANT" in the following manner:

W I T N E S S E T H:

WHEREAS, the CLIENT is desirous of entering into an agreement with CONSULTANT for work requested by the CLIENT, and

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **Scope of Services:** Statements of Work, attached as Exhibits hereto and incorporated as part of this Agreement, shall define the scope of services ("Services") for engagements. CLIENT acknowledges that the performance of the Services under this Agreement will be an interdependent effort with employees and agents from both CONSULTANT and CLIENT working together to perform the Services. Both parties agree to fully cooperate with each other in the performance of the Services and to meet the obligations assigned to each party in the Exhibits. Each party shall be responsible for the acts and omissions of its own employees and agents.

   The Statement of Work for Information Technology Support Services, Exhibit D which was attached to Amendment 6 of the parties' previous agreement dated April 6, 2016, shall, upon execution of this Agreement, be governed by the terms and conditions of this Agreement.

2. **Payment Terms:** This is a fixed fee contract. A payment schedule will be defined in the Exhibit to this Agreement. CONSULTANT will invoice CLIENT for services performed and expenses incurred on a monthly basis. Unless stated otherwise, CLIENT will reimburse CONSULTANT for expenses according to CONSULTANT's expense policy. CLIENT agrees to remit payment for properly submitted invoices within thirty (30) days of receipt of invoice.

3. **Order of Precedence:** If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the terms and conditions set forth in this Agreement; 2) the Statement of Work.

4. **Work Stoppage:** In the event CLIENT fails to pay CONSULTANT for work successfully completed in accordance with the terms of this Agreement, or if CLIENT fails to meet its obligations identified in Exhibit A of this Agreement CONSULTANT may temporarily cease any and all work under this Agreement ("Work Stoppage"), provided CONSULTANT gives CLIENT at least ten (10) calendar days' notice and CLIENT fails to cure within such ten (10) calendar days. In such event, if the period of time for such Work Stoppage is more than ten

(10) calendar days, CONSULTANT shall have the right to TERMINATE FOR CAUSE. In the event CLIENT cures by making full payment after the Work Stoppage and/or demonstrates to CONSULTANT's satisfaction its ability to meet its obligations prior to any termination, CONSULTANT will return to work within a reasonable time, but in no event more than thirty (30) calendar days thereafter.

In the event the matter is resolved either between the parties or through dispute resolution in accordance with this Agreement and CONSULTANT agrees to return to work hereunder, then CONSULTANT shall have no liability for any changes, modifications or alterations made during the Work Stoppage by non- CONSULTANT employees or subcontractors to the work previously performed prior to the Work Stoppage.

5. **Warranty:** CONSULTANT warrants that (A) ALL WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL BE PERFORMED IN A COMPETENT, PROFESSIONAL AND WORKMANLIKE MANNER, AND SHALL BE OF INDUSTRY STANDARD QUALITY; (B) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL COMPLY WITH APPLICABLE LAWS; AND (C) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL BE PROVIDED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL MATERIAL RESPECTS TO ANY SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THIS AGREEMENT.

   THE WARRANTIES CONTAINED HEREIN AND IN THE STATEMENT OF WORK ARE CONSULTANT'S SOLE AND EXCLUSIVE WARRANTIES. CONSULTANT AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONSULTANT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

6. **Indemnification:** CONSULTANT shall, at all times hereafter, indemnify, hold harmless and, defend CLIENT, and its officers, agents, and employees from and against any and all third party claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys' fees, arising out of any acts or omissions of CONSULTANT, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement. CLIENT shall fully cooperate with CONSULTANT in the course of any such defense, including, without cost, providing resources, information and individuals deemed reasonably necessary by CONSULTANT to effectively defend any such action. CLIENT agrees not to intentionally interfere or otherwise undermine any defense, negotiations or settlement conducted by CONSULTANT to resolve any such matter.

   CLIENT shall, at all times hereafter, indemnify, hold harmless and, defend CONSULTANT, and its officers, agents, and employees from and against any and all third party claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys' fees, arising out of any acts or omissions of CLIENT, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement. CONSULTANT shall fully cooperate with CLIENT in the course of any such defense, including, without cost, providing resources, information and individuals deemed reasonably necessary by CLIENT to effectively defend any such action. CONSULTANT

agrees not to intentionally interfere or otherwise undermine any defense, negotiations or settlement conducted by CLIENT to resolve any such matter.

7. **Termination:** This Agreement may be terminated upon the following events:

   Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

   Termination Without Cause. CLIENT shall have the right to terminate this Agreement without cause by providing CONSULTANT with thirty (30) calendar days' written notice.

   Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach, with such sufficient detail so the party can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately.

   Termination for Lack of Funds. For public sector clients, in the event the funds to finance this Agreement become unavailable or are not allocated, CLIENT shall provide CONSULTANT with thirty (30) calendar days' written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

   Upon termination of this Agreement for any reason, including expiration, CONSULTANT shall place no further orders nor enter into subcontracts for materials or services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures. CLIENT shall pay for completed Work delivered as well as for Work performed by CONSULTANT that was not yet received by the CLIENT or completed.

   Notwithstanding any other provisions of this Agreement, the provisions regarding payment, insurance, indemnification, confidentiality, limitation of liability, non-solicitation and any other provisions which by their terms survive, shall survive the termination or expiration of this Agreement.

8. **Insurance:** CONSULTANT shall maintain Worker's Compensation and Unemployment Insurance covering each of its employees. CONSULTANT shall maintain General Liability and Auto Insurance in commercially reasonable amounts. If applicable, CONSULTANT shall also maintain Professional Liability (Technology Errors & Omissions) Insurance covering its services under this Agreement, to the extent of $1 million per claim and $3 million aggregate. CONSULTANT shall provide CLIENT with certificates of insurance evidencing such coverage and provide at least thirty days prior written notice of any material change in such coverage.

9. **Subcontractors:** CONSULTANT shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of CLIENT, which shall not be unreasonably withheld, conditioned or delayed. CONSULTANT shall not be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of CLIENT, such approval not to be unreasonably withheld, conditioned or delayed.

CONSULTANT shall not employ any subcontractor against whom CLIENT may have a reasonable objection. CONSULTANT shall not be required to employ any subcontractor against whom CONSULTANT has a reasonable objection. CONSULTANT, before making any subcontract for any portion of the Work, will state in writing to CLIENT the name of the proposed subcontractor, the portion of the Work which the subcontractor is to do, the place of business of such subcontractor, and such other information as the CLIENT may require.

CONSULTANT shall be fully responsible for all acts and omissions of its subcontractors to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and CLIENT or any obligation on the part of CLIENT to pay or to see the payment of any monies due any subcontractor.

10. **Records to be kept by CONSULTANT:** CONSULTANT agrees to preserve and make available during normal business hours with reasonable advance notice all of its books and records relating to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

11. **Force Majeure:** Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, but not limited to: acts of God; labor disputes; and governmental and judicial action not the fault of the party causing such failure or delay in performance. Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such delay. If either party is unable to continue to perform for a period of thirty (30) calendar days from the date such notice was issued, then either party may terminate this Agreement.

12. **Non-Disclosure:** During the term of this Agreement, CLIENT will have access to and become acquainted with CONSULTANT's written and oral confidential and proprietary Information. Such information shall not be disclosed by CLIENT to any third party without the prior written consent of CONSULTANT, or as required by law subject to compliance with the procedure set forth in this Section.

    During the term of this Agreement, CONSULTANT will have access to and become acquainted with CLIENT's written and oral confidential and proprietary information. Such information shall not be disclosed by CONSULTANT to any third party without the prior written consent of CLIENT, or as required by law subject to compliance with the procedure set forth in this Section.

    The following information shall not be considered confidential and proprietary information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

    If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's confidential and proprietary information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the

other party's confidential and proprietary information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

The parties acknowledge that a breach of the provisions of this Section will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

13. **Dispute Resolution:** Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for CONSULTANT and the Project Manager or Project Leader for CLIENT meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to a meeting of the CLIENT's Project Steering Committee. If a resolution of such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to the Vice President level of CONSULTANT and CLIENT's Chairman of the Executive Committee. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, then, the parties agree to try in good faith to settle the Disputed Matter by mediation under the Commercial Mediation Rules of the American Arbitration Association. No formal proceedings for the judicial resolution of such Disputed Matter, except for the seeking of equitable or injunctive relief, may begin until this dispute resolution procedure is completed. If any such Disputed Matter cannot be settled by mutual agreement as described hereinabove, the parties may decide to enter into binding arbitration or seek legal or equitable remedies.

14. **Non-Discrimination:** CONSULTANT agrees that it will not discriminate against any person(s) because of age, ancestry, race, color, creed, marital status, political affiliation, religion, disability, national origin, citizenship, sex or sexual orientation.

15. **Notice:** Any notice hereunder by one party to the other party shall be given in writing by personal delivery, regular mail, overnight mail, or certified mail with proper postage, to the party at the address designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

CLIENT:

City Mayor
Mayor's Office
16 James St.
Middletown, NY 10940

CONSULTANT:

CherryRoad Technologies Inc.
6 Upper Pond Road, 2nd Floor
Parsippany, NJ 07054
Attn: Barbara M. Robinson

Phone: (973) 541-4212

16. Waiver or Modification of Agreement:

a) Both parties understand and agree that any and all changes and modifications to the terms and conditions of this Agreement shall be by mutual written agreement of both parties.

b) No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received into evidence in any proceeding, mediation, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

c) No waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement nor as a waiver of any other default, breach, condition precedent, or any other right hereunder.

17. Governing Law: The validity, performance and enforcement of this Agreement shall be governed by and be construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereof and the state courts or the federal courts of New York shall have exclusive jurisdiction and venue over the parties with respect to any dispute or Disputed Matter arising under this Agreement.

18. Non-Solicitation of Employees: CONSULTANT and CLIENT agree that neither party shall directly or indirectly solicit for employment any employee of the other party. This clause shall remain in effect during the term of this agreement and for a period of one year after the termination of this agreement, unless prior written consent of the other party is first obtained.

19. Independent Contractor Status: CLIENT expressly acknowledges that CONSULTANT is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing CLIENT to exercise control or direction over the manner or method by which CONSULTANT or its subcontractor performs hereunder. CLIENT shall neither have nor exercise any control or direction over the methods by which the CONSULTANT shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of each other.

20. Change Orders: Modifications to the Statement of Work shall be mutually agreed upon in writing between the parties and will be governed by the terms and conditions of this Agreement. Changes in scope will be dealt with on a time and materials basis using rates consistent with the roles identified in Exhibit A and will result in the issuance of a Change Order by CLIENT. CONSULTANT shall not be obligated to provide the work required by the change in the Statement of Work until such time as the Change Order is agreed to in writing by both CONSULTANT and CLIENT.

21. Severability: A determination for any reason that any provision of this Agreement is void, invalid or unenforceable by a court of appropriate jurisdiction shall not affect the enforceability or validity of any other provision of this Agreement or the whole of this Agreement, but such term(s) or provision(s) shall be deemed modified to the extent necessary. The parties shall

cooperate and use their best efforts to amend this Agreement in such a way as to confer upon the parties (to the greatest extent possible) the benefits and rights which they would have possessed under the Agreement as a whole, had the invalidated provisions remained in effect. Failing such agreement by the parties, the Agreement shall be construed by the court (to the greatest extent possible) in such a way as to confer upon the parties the benefits and rights which they would have possessed under the Agreement as a whole, had the invalidated provision(s) remained in effect.

22. **Headings or Captions:** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

23. **Limitation on Liability:** EXCEPT WITH RESPECT TO THE INDEMNIFICATION AND NON-DISCLOSURE OBLIGATIONS SET FORTH HEREIN AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ALL FEES AND EXPENSES PAID BY CLIENT TO CONSULTANT.

24. **Work Products:** All work product and deliverables first created by CONSULTANT specifically for CLIENT ("Work") shall be owned by CLIENT, along with all proprietary, including intellectual property, rights pertaining thereto upon CLIENT'S full payment to CONSULTANT for the Work. This Agreement shall be considered to be a work for hire agreement. To the extent that this Agreement should be deemed to not be a work for hire agreement, CONSULTANT agrees to, and hereby does, assign, subject to CONSULTANT receiving payment as specified above, to CLIENT all ownership and all other proprietary rights, including intellectual property rights, in and to all Work. CONSULTANT agrees to execute any documents reasonably necessary to document such assignment. Additionally, CONSULTANT shall acquire no rights in any property or information of CLIENT or licensors of CLIENT, except as otherwise expressly provided in this Agreement.

    Notwithstanding the foregoing, CONSULTANT will retain ownership of all knowledge, techniques, procedures, routines, templates and methods which have been developed by CONSULTANT in its regular course of business and not for specific use in performance of this Contract, and used in the provision of services ("Consultant Tools"). CONSULTANT shall grant CLIENT, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that CONSULTANT embeds in or provides with any Work or that are otherwise used in connection with the services.

25. **Point of Contact:** Should an occasion arise wherein a management decision is necessary to proceed, CLIENT's Project Manager shall serve as the CLIENT point of contact on all matters to be reviewed and considered.

26. **Term of Agreement:** The term shall begin on the day this Agreement is executed by both parties and shall continue for a period of three (3) years unless otherwise terminated in accordance with the terms herein.

    The Statement of Work for Information Technology Support Services, Exhibit D which was attached to Amendment 6 to the parties' previous agreement dated April 6, 2016, shall be renewed for an additional year and shall expire on December 31, 2023, unless extended by the parties in writing.

27. **Entire Agreement:** This Agreement, together with the exhibits constitutes the entire agreement between the parties hereto and is a complete and exclusive statement, and all prior agreements, discussions and understandings are merged herein.

28. **Binding Effect:** Each party, and each person signing on behalf of a party, represents and warrants that it, he or she has full legal capacity and authority on its own behalf and on behalf of its predecessors, successors, and assigns heretofore and hereafter, to enter into and perform the respective obligations under this Agreement without any additional consent or approval. In addition, each of the parties hereby agrees, represents and warrants that the execution, delivery and performance of this Agreement do not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any material documents, agreements or other writings to which it is a party. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their representatives, employees, agents, independent contractors, successors and assigns.

29. **Counterparts:** This Agreement may be executed in one or more counterparts. All executed counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

30. **Participation by Other Local Government Agencies:** CONSULTANT agrees to allow other government entities or agencies to purchase services pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases. CLIENT shall not be a party to such purchases and assumes no liability or responsibility associated with such purchases.

Agreed to by:

CHERRYROAD TECHNOLOGIES INC.	**CITY OF MIDDLETOWN, NY**
(Signature)	(Signature)
(Name & Title)	(Name & Title)
(Date)	(Date)

AMENDMENT 6
To THE AGREEMENT BETWEEN
CITY OF MIDDLETOWN, NY AND
CHERRYROAD TECHNOLOGIES INC.

This Amendment ("Amendment") with an effective date of January 13, 2022, will amend the Agreement between CherryRoad Technologies Inc. ("CherryRoad") and the City of Middletown, NY ("City"), dated April 6, 2016 ("Agreement").

Whereas, the parties agree that it is necessary to modify the Agreement;

Now, therefore, in exchange for valuable consideration, the parties do hereby agree to amend the Agreement as follows:

1. The Agreement is hereby amended to include an updated Statement of Work, Exhibit D. Exhibit D shall be governed by the terms of the Agreement.

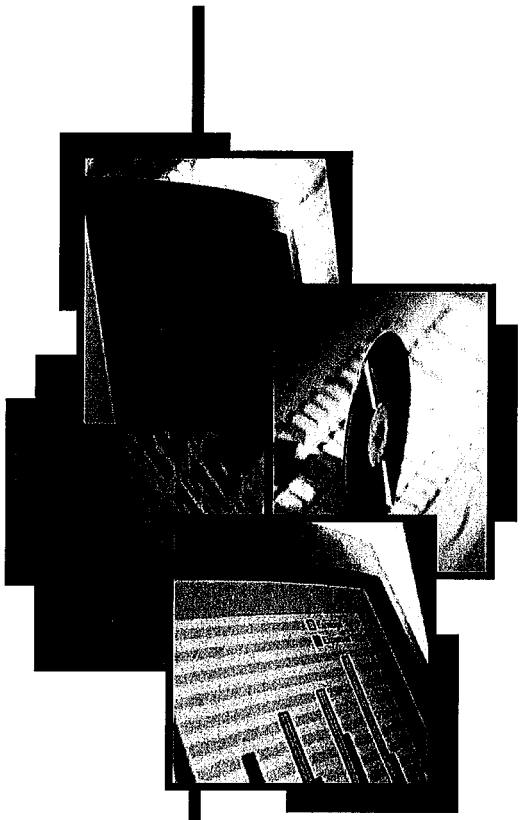
2. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives.

City of Middletown, NY	CherryRoad Technologies Inc.
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT D

CherryRoad[SM] technologies



Statement of Work

Information Technology Support Services

City of Middletown

January 13, 2022

Executive Summary/Approach

The City of Middletown ("City") has requested that CherryRoad Technologies Inc. ("CherryRoad") provide support for their Information Technology ("IT") department to continue to support the implementation of the 2017 Strategic recommendations.

To accomplish these initiatives CherryRoad will staff a resource onsite at the City Monday through Friday, for all of 2022 along with providing additional support resources upon execution of this Statement of Work ("SOW). In addition, CherryRoad will assign a Service Delivery Manager who will provide oversight to ensure the initiatives are progressing for the City.

This SOW is based upon CherryRoad's understanding of the City's requirements and approval of the Strategic recommendations included in the Section- Scope of Services of this SOW.

Scope of Services

The table below represents a subset of the IT initiatives from the City's IT Strategic Plan for 2022.

Item #	Initiative	Initiative Description	Cost	Monthly Cost
1	VmWare	Maintain Vmware at correct patch level	$ 12,300.00	$ 1,025.00
2	Disaster Recovery	Implement Disaster Recovery as a Service	$ 13,500.00	$ 1,125.00
3	Monitoring	Server and Network Monitoring from CRT Datacenter	$ 12,000.00	$ 1,000.00
4	IT Support	Continued onsite support	$151,200.00	$ 12,600.00
5	IT Support	Help Desk	$ 18,000.00	$ 1,500.00
		Totals	**$207,000.00**	**$ 17,250.00**
		Contingency 20%	**$ 41,400.00**	
		Budgeted Total	**$248,400.00**	

Line item 4, Continued onsite support, and any other active initiatives will continue to be billed on a monthly basis beginning January 2022, and is subject to renewal annually. Billing for any pending initiatives will start once the implementation of the initiative begins. Contingency monies can only be utilized upon approval from the City.

As part of the above services, CherryRoad will manage the efforts for the following initiatives:

Initiative	Description
Desktops	Replace Desktops on a rotating 5-year plan
Server Upgrades	Perform server migrations with vendors.

Project Roles and Responsibilities

CherryRoad

Service Delivery Manager

The Service Delivery Manager ("SDM") is an experienced manager who has worked and managed IT departments. The SDM's role is to provide advice, counsel, and direction to our IT Specialist. It is this individual's responsibility to:

- Assist in identifying current policies, procedures, and workflows to implement.

- Work with the City to develop the 2022 IT Plan.
- Monitor support activities and monthly status reports.

IT Specialist

The IT Specialist will provide general IT support to all departments and employees at the City. Their responsibilities include but are not limited to:

- Support and Manage VMware servers that support approximately 20 VM's.
- Support Windows 2016 and 2019 servers.
- Support Linux VM.
- Support multiple installations of MS SQL Server.
- Support Oracle DB.
- Set up and support ISPs and Ubiquity wireless networks.
- Manage Sonic Wall firewall units.
- Manage SSL VPN for remote access.
- Manage network switches.
- Set up and manage backup systems/ vendors.
- Support Active Directory and DNS operations.
- Support Office365 hosted email.
- Provide desktop support.

Assumptions

Project Dependencies

- The monthly charge is based on information provided by the City via interviews with key City resources. Should any new requirements or clarification/change of requirements occur during the engagement, CherryRoad and the City will work towards a solution. This may include the use of City resources and/or additional costs.
- The City will provide management and oversight of CherryRoad's Service Delivery Manager and IT Specialist.
- CherryRoad will ensure that any resources having access to police related systems will meet the necessary Criminal Justice Information Services related criteria.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 14-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a $3,136.78 budget transfer for ARPA Consultant

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $3,136.78, in the following manner, to cover the cost of Don Paris' Consulting Fee for ARPA Reporting within the 2022 Budget.

FROM	AMOUNT	TO
A.4785	$3,136.78	A.1325.100
ARPA		Finance- Personnel Services

Richard McCormack

From: Leonora Liz
Sent: Thursday, December 29, 2022 1:33 PM
To: Richard McCormack
Subject: BOE Request.

Leono
City Trea

CITY OF MIDDLETOWN
Office of the City Treasurer
16 James Street, Middletown, NY 10940
Tel: (845) 346-4153 Fax: (845) 343-1101 www.middletown-ny.com

December 2022

TO: BOARD OF ESTIMATE

I am requesting from the Board of Estimate the authorization to transfer from ARPA funds to cover the cost of Don Paris' Consulting Fee for ARPA Reporting within the 2022 Budget.

FROM	AMOUNT	TO
A.4785	$3,136.78	A.1325.100
ARPA		Finance- Personnel Services

Kind Regards,

Leonora Liz
(She/Her/Hers)

City Treasurer
City Of Middletown

(W) www.middletown-ny.com | (A) 16 James Street, Middletown, NY 10940 | (P) 845-346-4153 | (F) 845-343-1101

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 15-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a proposal from CT Male for Engineering Construction and testing services required during the Kinck Dam Construction project

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a proposal from CT Male for the Engineering Construction and testing services required during the Kinck Dam Construction project

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 said proposal.

Jacob Tawil is requesting a Council resolution authorizing the Mayor to sign same and include this cost in the bond to fund the Dams Construction Total: $183,250 Please note that the proposal appears to be high, but it's dependent on the Contractor performance. The Commissioner of Public Works will be reaching out to CT Male to come up with possible arrangement to share the inspector with Shawangunk Dams project in order to cut down expenses.

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com

November 21, 2022

Mr. Jacob Tawil, P.E.
Commissioner of Public Works
City of Middletown
16 James Street
Middletown, New York 10940

Re: Proposal for Construction Administration, Observation & Materials Testing Services
Kinch Dam Rehabilitation
City of Middletown, New York

Dear Mr. Tawil:

At your request, we have prepared this proposal to provide Construction Administration, Construction Observation and Construction Materials Testing Services for the Kinch Dam Rehabilitation project. The scope of services for Construction Administration, Observation and Testing are listed below:

Task 1: Bidding Assistance

To assist the City in putting the project out to bid and awarding the project the following will be performed:

- A bid advertisement will be prepared, and the City provided electronic construction drawings and documents for public bidding.
- Conduct Pre-Bid meeting with City and Contractors to review the project scope.
- Response to questions by prospective bidders during the bid phase.
- Addenda to the Contract documents will be prepared and distributed to parties listed in the bidders list.
- Attend bid opening, review Contractor bids, summarize results and provide recommendation for award
- Issuing Notice of Award on behalf of the City to the successful Contractor.

Task 2: Construction Administration Services

Construction administration services include assisting the City with administering the construction contract and coordinating pay applications. The construction administration fee has been calculated based on a (16) sixteen-week construction duration. It has been anticipated that construction administration will consist of (10) ten hours per week throughout construction phase. The following are the anticipated services for this task:

- Coordinating with the City and the Contractor to obtain signed agreements, insurance, and bonds.
- Issuance of Notice to Proceed on behalf of the City to the successful Contractor.
- Scheduling and conducting a pre-construction meeting with the City and the Contractor.
- Scheduling and conducting monthly progress meetings with the Contractor.
- Receiving, reviewing and recommending progress payments to the City.
- Reviewing and administering change order claims with the City.
- Administering and reviewing submittals and shop drawings submitted by the Contractor for approval.
- Addressing deficiencies or issues in the work of the Contractor.
- Issuance of project closeout documentation.
- Certification of construction compliance to DEC Dam Safety.
- Preparation and submittal of record plans and letter of certification that the work has been performed in accordance with the contract documents as required by DEC Dam Safety.

Task 3: Construction Observation Services

The construction observation fee has been calculated based on a (16) sixteen-week construction duration. We are proposing that the work be accomplished through a combination of full and part-time observation as construction activities allow. It has been anticipated that Contractor will work (50) fifty hours per week throughout construction phase and the Construction Observer coverage has been adjusted for portions of the work where full-time coverage is not anticipated. Construction Observation services will include:

- Provide a Construction Observer to observe, document and monitor the Contractor's work.
- Document that the Contractor is using the approved products and materials.
- Document the amount and type of work completed by the Contractor.
- Document the equipment and labor used by the Contractor.
- Document issues and obstacles encountered by the contractor. Coordinate with the Contractor's superintendent to monitor the progress of the work.
- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- Provide sufficient observation and documentation so the Engineer of Record can certify that the work has been completed in general conformance with the approved construction documents.
- Coordinate testing services on the project site.

Task 4: Construction Testing Services

Construction Testing Services will be provided by Atlantic Testing and Laboratories testing subconsultant. The construction testing services fee has been calculated based on a (16) sixteen week construction duration. It has been anticipated that construction testing services will consist of approximately $15,000 billed at the rates provided by the construction testing firm. The rates provided are attached to this proposal. These services will include:

- Provide compaction testing as outlined in the construction documents.
- Provide concrete testing as outlined in the construction documents.
- All laboratory testing and recording required for the field tests per the construction documents.

Task 5: Project Closeout, Record Drawings, and IMP Update

Upon project completion, C.T. Male will review all documents and confirm the project was constructed per the plans provided to the Division of Dam Safety. The plans will be updated to reflect any changes during construction to be incorporated into the record drawings on file for the project. The record drawings will be prepared and submitted to the City and the Division of Dam Safety for their records. The existing Inspection and Maintenance Plans will be revised and updated to include the maintenance items related to the proposed work.

C.T. Male will also prepare a certification of completeness to be submitted to the Division of Dam Safety confirming the project was completed per the contract documents.

Assumptions/Exclusions

In preparing the scope of work summarized above, certain assumptions have been made and require identification of work that has been excluded and would require a subsequent cost proposal should it be determined that the excluded work is required. These assumptions/exclusions are listed below:

- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- The Contractor shall work diligently to give the on-site Construction Observer and Engineer of Record accurate schedule information and provide sufficient notice to coordinate testing activities.
- The fee has been based on the anticipation that the construction phase is 16 weeks.
- Design revisions based on Contractor submittals or change orders are not included in this fee.

Proposed Fees

Please see below for an approximate total cost based on a sixteen-week construction schedule or 80 Contractor working days. The total approximate construction observation cost is based on a combination of full time and part time coverage of the Contractor site hours. The total approximate construction administration cost is based on (10) ten hours/per week and including travel for project meetings. The total approximate construction testing cost is $15,000 and will be billed to the City per the rates in the provided rate table by Atlantic Testing. The construction administration and observation will be billed hourly, and the expenses will be billed direct. Please see the attached spreadsheet for explanation of costs.

Task 1: Bidding Assistance	Hourly/NTE	$ 5,600.00
Task 2: Construction Administration Services	Hourly/NTE	$ 42,750.00
Task 3: Construction Observation Services	Hourly/NTE	$ 98,400.00
Task 4: Construction Testing Services (Subconsultant)	Estimated	$ 15,000.00
Task 5: Project Closeout/Record Drawings/IMP	Hourly/NTE	$ 11,500.00
Reimbursable Expenses (Mileage and Printing)	Estimated	$ 10,000.00
Total Estimated Fee		***$ 183,250.00***

Again, thank you for requesting this proposal from C.T. Male Associates. Should you have any questions regarding this proposal, please do not hesitate to call me directly at 518.321.6327 or k.dufek@ctmale.com.

Sincerely,

C.T. MALE ASSOCIATES

Kevin Dufek, P.E.
Project Manager

Charles R. Kortz, P.E.
Vice President of Engineering & Quality

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 16-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution appointing Richard McCormack to the Planning Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Richard P. McCormack to the Planning Board, for a seven year term, expiring on December 31, 2029.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: 17-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution appointing Regina Del Pizzo to the Board of Ethics

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Regina Del Pizzo to the Board of Ethics to fill the unexpired term of Robert Dietrich, expiring on December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 18-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Reappointing Wayne Hawkins to the Board of Ethics

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Wayne Hawkins to the Board of Ethics to a three year term, expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 19-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Reappointing Shawn Sullivan to the Police Commission

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment Sean Sullivan to the Police Commission for a 4 year term expiring on December 31, 2026.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 20-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Appointing Mary Ann Cavallaro to the Zoning Board of Appeals

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Mary Ann Cavallaro to the Zoning Board of Appeals to a three years term, expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 21-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Reappointing Members of the Industrial Development Agency

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of the following individuals to the Industrial Development Agency for a 1 year term expiring on December 31, 2023:

Joseph M. DeStefano
Andrew Britto
Anthony Cantoli
David Madden
Wayne Hawkins

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 22-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Reappointing Gef Chumard to the Architectural Review Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Gef Chumard to the Architectural Review Board for a three year term expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 23-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Reappointing Kathleen Rifkin to the Architectural Review Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Kathleen Rifkin to the Architectural Review Board for a three year term expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 01.03.23

Index No: 24-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Reappointing Maria Bruni to the Architectural Review Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Maria Bruni to the Architectural Review Board for a three year term expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 25-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Reappointing Nicole Hewson to the Planning Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Nicole Hewson to the Planning Board for a one year term, expiring December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.23

Index No: 26-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution Reappointing of Maria Bruni as the Director of Economic & Community Development

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Maria Bruni as the Director of Economic & Community Development for a 1 year term, expiring on December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald.

Date of Adoption 01.03.23

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE

TREASURER BE AUTHOIZIED TO ISSUE WARRENTS FOR THEIR PAYMENTS