

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MARCH 21, 2023**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES February 21 & March 7 2023
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 Update to Parking Regulations
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 authorizing an amendment to the Senior Transportation Contract
 - Resolution accepting \$75,000 in Grant Awards for the Middletown Police Department from the Division of Criminal Justice Services
 - Resolution accepting a Free Little Library from the Minisink Valley Rotary Club
 - Resolution awarding the Water Storage Tank Painting and Rehabilitation at Highland Avenue Bid to NUCO Painting Corp
 - Resolution adopting a revised Investment Policy for the City of Middletown
 - Resolution authorizing an agreement with Loomis as the Plan Administrator for the City Sponsored Health Insurance Plan
 - Resolution authorizing 2022 Year-End budget adjustments/transfers
 - Resolution authorizing Street Closures for the Annual Ruthie Dino-Marshall Run
13. LOCAL LAWS (NOTHING THIS EVENING)
14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)
15. ADJOURNMENT





COMMON COUNCIL MEETING
CITY OF MIDDLETOWN
February 21, 2023 - Minutes
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 Wray
Ald. Kevin Witt
Ald. Jude Jean-Francois
Ald. Andrew Green

Ald. Joseph Masi

A B S E N T

Ald. Sparrow Tobin

Digitally Recorded Proceeding, transcribed by:
Lisa Kane

INDEX

	<u>PAGE</u>
For the Good of the City	
By: Kevin Gomez	3
By: Susan DePew	6
Remarks by the Department Heads	
By: Maria Bruni, Economic Development	7
By: Jacob Tawil, DPW Commissioner	8
By: Ald. Jean-Francois	13
By: Ald. Green	14
By: Ald. Kleiner	14
By: John Ewanciw, Police Chief	17
By: Ald. Kleiner	19
By: Richard McCormack, City Clerk	21
By: Ald. Witt	21
Remarks by the Alderman	
By: Ald. Masi	22
By: Ald. Witt	23
By: Ald. Green	23
By: Ald. Kleiner	24
By: Ald. Wray	25
By: Ald. Johnson	25
By: Ald. Jean-Francois	26
New Business	
By: Richard McCormack, City Clerk	26
By: Ald. Green	28
Audit of Claims and Accounts	
By: Ald. Masi	29

1. Pledge of Allegiance

(Pledge of Allegiance)

PRESIDENT RODRIGUES: Please remain standing as I ask for a moment of silence for Basil McClain. He was the fire department's secretary and life member of the Eagles Number 2. Thank you.

2. Roll Call

PRESIDENT RODRIGUES: Roll.

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

3. Approval of Minutes.

(None this evening)

4. Correspondence, Communications and Reports

(None this evening)

5. For the Good of the City

PRESIDENT RODRIGUES: For the Good of the City, anyone who would like to address the Council, please step forward.

MR. GOMEZ: Good evening. Kevin Gomez, member of the Middletown School Board. I'm happy to be here once again in the people's house. And just to -- I'm pleased to share with the Members of the Council that February 16th, the Middletown Board of Education approved eligibility requirements for local volunteer firefighters and ambulance

workers to receive a reduction in school taxes through the Real Property Tax Law 466A which was enacted under Chapter 670 of the laws of 2022. And those eligible can receive up to a 10 percent reduction on the assessed evaluation of their primary residence.

Let me just give you brief information as all of this is on the school district website. Okay. Basically, the resolution read as follows. "The Board of Education of the Middletown City School District recognizes attracting and retaining quality volunteer firefighters and emergency medical personnel is one of the most critical problems facing our communities today. Maintaining effective emergency protection for our school community depends on the ability to train and retain volunteers."

Okay. And, again, this was in response to Tax Law 466A which was enacted in the year 2022 by the State Legislature signed by the Governor. And this legislation allowed local governments to reduce what was previously a 5 -- 5-year-minimum service requirement for volunteer firefighters and ambulance workers to be eligible for up to a 10 percent reduction on the assessed valuation of their primary residents.

And the new legislation will allow minimum service requirements to be between two and five years.

Basically, the authority (indiscernible) jurisdiction must certify, that is the local municipality, that the volunteer is a member of the fire company, fire department or ambulance service as applicable. Okay.

And just to go briefly over the criteria, the volunteer firefighters and ambulance workers must reside within the Middletown City School District, be an active member of an incorporated volunteer fire company or fire department or incorporated volunteer ambulance service which provides services within the district, utilize the residence as to a primary residence. The residents must obtain and display certificate issued by the authority having jurisdiction for the incorporated volunteer fire company or fire department indicating that the applicant has been an enrolled member of such incorporated volunteer fire company or fire department for at least two years or the applicant has been certified by the authority having jurisdiction for the incorporated volunteer ambulance service as an enrolled member of such incorporated volunteer ambulance service for at least two years. Okay.

And in order to be eligible for the exemption annually, all other criteria that I already mentioned must continue to be in place and annual attestations are required. Okay.

That's just some of the information. Again, there's more detail on the school district website. And also the unmarried surviving spouses of volunteers killed in the line of duty, the surviving spouse eligible for the exemption if the deceased volunteer have been an enrolled member for at least five years and the deceased volunteer received an exception prior to his or her five years. And then unmarried surviving spouse of volunteers killed in the line of duty for 20 plus years, surviving spouse is eligible for exemption if the deceased volunteer being an enrolled member for at least 20 years and the deceased volunteer been receiving the exemption prior to his or her death. Okay.

Again, our school district, our community values highly all the work and sacrifice of our volunteer firefighters. And, and again as well as those members of our Council here, like, President Rodrigues who does serve in our community in that capacity. We're grateful. We're thankful.

And I guess today I beat Jacob when it came to presentations.

PRESIDENT RODRIGUES: Thank you. Anyone else?

MS. DEPEW: Good evening, Susan DePew, 57

Prospect Street, Middletown. I'm here again to please ask

all of our city residents and every member of the council and anybody that would like to help us to join us for the city-wide cleanup day. It is on April 22nd, Earth day, a perfect day to clean up the Earth in our city. So we -- we ask everybody to save that day and all are welcome. It will be at John F. Degnan's Festival Park from 9 until 12. We will outfit everybody who comes with a shirt unless they have one from a previous year. And we'll give you gloves, so that you protect your hands and as many bags as you think you can fill with garbage and a grabber to pick up the things off the ground to provide safety on your -- in your hands. Okay.

Thank you very much. We hope to see all of you and we look forward to that great day to clean up the city.

PRESIDENT RODRIGUES: Thank you, Sue.

All right. Anyone else?

6. Remarks of the Mayor

(None this evening)

7. Remarks of Department Heads

PRESIDENT RODRIGUES: Okay. Moving onto the Department Heads. Economic Development.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Good evening, everyone. Last week we had the ground breaking for Sky Mendoza. It was great to see the participation and

everybody that came out for that. And it was great to see Sky there with such a big smile. And we're looking forward to her home being right there on Broad Street soon.

This week we have the ribbon cutting at the former Tony Boffa's Restaurant. The Korean restaurant is officially going to have their grand opening and ribbon cutting, 75 Railroad Avenue. So this Thursday, 11 a.m., YiShan Korean Restaurant, so come join us for that -- the ribbon cutting on Thursday.

And, also, tickets are going real fast for 1964, the tribute, which is this Friday night at the Paramount Theatre. So we got a lot going on this week and hope to see everyone there. That's all I have.

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

MARIA BRUNI, ECONOMIC DEVELOPMENT: Thank you.

PRESIDENT RODRIGUES: DPW Commissioner.

JACOB TAWIL, DPW COMMISSIONER: Good evening, all. So we'll start off with the reservoirs level. Alderman Masi, we're still where we were two weeks ago, 89.7 percent. So we're -- we're in good shape.

With that, our Shawangunk Dams, the three of them, the work is supposed to start -- the contractor is gonna mobilize on Monday, February the 27th. And with that

you will see a lot of trails' closures in there because we have to segregate the hikers from the actual construction site. It's going to be articulating trucks in there which is, I mean, the tire is taller than me, running around. And a lot of heavy equipment are going to be taking place in there and moving things around for the dam.

So we urge everybody to be alert that is -- that are using the trails. And just look out. There will be the construction signs, the trail closure signs, fenced area. Do not go in there. Do not venture in there, please. It's gonna be quite, quite a risk if you go in there. And, and so stay away from that work area.

So with that there's going to be three dams that are going to be upgraded. We will be lowering the water level in Shawangunk in there in order for them to get to the core of the dam and raise the core of the dam and then restore it and make it flatter and add all the other importances that are part of the project. I'm not going to get into all of them right now.

So we're looking forward to that. This is the first time since the year 1900 since any work has been done to that dam. So it's very exciting time and -- and hopefully everything will move very smoothly. And we will have more robust dams once the project is completed. That

complies with the DEC current regulations, not the 1900 regulations.

And, so, going back to the recyclables, again. We appreciate everybody that has listened to the Mayor and myself talking about recyclables. It's extremely important to segregate the, the municipal solid waste, the garbage, the household waste from the recyclables. Do not put the recyclables inside bags, just put them -- dump them inside the cart that was provided to you by the City. And, otherwise, it's just -- it's costing us much more money and much more work.

So far we are still getting hit. We separate the, the recyclables ourselves, ourselves right now. And most of it, unfortunately, is going to landfill. So we urge you to work with us.

The obvious recyclable cans that contain plastic bags, we -- they were not picked up by the DPW -- the sanitation department on Saturday. We went today and we started picking up the recyclables, taking pictures of what's inside the cart.

Where we don't want to punish or hurt anybody, we just want to, you know, send a message. And you will be getting a letter from us from DPW as a courtesy, as a warning. And after that, unfortunately, we're gonna have

to start taking, you know, taking pictures and taking people to court in order to be fined because it's just -- it's a big hassle.

And Orange County -- Orange County transfer station will no longer accept our recyclables. And we're not the only ones in this problem. Many people -- many communities around us they have the same problem.

So we urge you to go to our website, look at the brochure that we have, study it again. This is what the mayor said in the last meeting. This is what I said in our last Common Council meeting. Just study it, please, and just abide by it. It's very simple.

I know you're doing your, your very best in there. You think by over recycling things that are not recyclables that you're doing the environment a favor and you're not. Unfortunately, we all have to educate ourselves about what's acceptable as recyclables. I'm sorry I keep repeating this, but it's very, very important. It's costing us a lot of money, a lot of effort. And we have to serve the environment and we don't want to waste everybody's effort in there because one or two persons they dump garbage in a tractor trailer.

Yeah, that's what happens. Everybody's trying their best. They have recyclables in there to help the

environment. And then a couple of people they put garbage in their cans, we don't see them. They are already dumped, so the whole load is contaminated and cannot go anywhere, cannot go to the recyclable for sorting out and recycling. So it's gonna end up in the land fill. It defeats the purpose of the whole community just for a few people not following the rule. I know you're trying. You mean well, so please help us out.

The other -- the other thing is we have been doing the -- as you know, the water line project is winding down on Monhagen Avenue, Route 211, all the way up to the water treatment plant. There are some things yet to be done, some agreements, extended warranty that we are seeking.

And with that, we have half-a-million-dollar grant from the Empire State Development. And we applied for that half -- half-a-million dollars, so hopefully that will be coming back to our water fund balance very soon.

And we also applied for the EPA. We had to fill out whole application for the grant for the \$3.5 million dollars for additional water line replacement that was already approved by the congress through the previous Congressman Maloney and with the support of Senator Schumer and Senator Pat Ryan. And, and now we applied for the

grant applications and hopefully we get the positive feedback from the EPA and we can start the design work right away. Most of the survey has been done.

Fireman Joe, the bids were open. I guess the fire, fire chief is not here to report on it. He's disappointed with the numbers because they came in very high. It's \$150,000 to restore the statute of Fireman Joe. And so we're looking -- we're exploring different options right now to see what else we can do.

Highland Avenue, repainting and refurbishing meeting has taken place. It was virtual because we have contractors from all over, painting contractors and steel contractors. And that went very well, so hopefully we will get good numbers.

Mountain Avenue tank and High Barney Tank replacement, that project, we're almost ready to go out for bid right now. We're just finalizing the property acquisition. And we've got the easement from, from Miller and everything is moving along very well thankfully.

With that I will conclude. If you have any questions for me.

PRESIDENT RODRIGUES: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Yes. Commissioner, as far as the flyer, are we planning on doing this in Spanish?

JACOB TAWIL, DPW COMMISSIONER: We, we can.
I'll, I'll try to locate one in Spanish.

ALD. JEAN-FRANCOIS: Are you planning on sending it by mail or just website?

JACOB TAWIL, DPW COMMISSIONER: We're gonna be sending it with all rental permits. We're gonna be including that in the, in the round of water bills. We're gonna be, you know, so we're, we're gonna -- it's already on our website. It's been on our website. We have red warning in there for people to see it. We have sent an Excel message to, to remind people. We're gonna send it again and again. We're just gonna keep going at it.

ALD. JEAN-FRANCOIS: I've got to admit, you did beautiful work.

JACOB TAWIL, DPW COMMISSIONER: I think that's from Orange County. Thank you. I can't take credit for it. That's from Orange County. Thank you.

PRESIDENT RODRIGUES: All right. Alderman Green.

ALD. GREEN: Yeah, no easy way to word this, but do we know how long the dam project is gonna take?

JACOB TAWIL, DPW COMMISSIONER: Are you curing?

ALD. KLEINER: The dam project. I just need the (indiscernible) for people who are expecting the (indiscernible).

JACOB TAWIL, DPW COMMISSIONER: I just -- I just got to make sure, Alderman Kleiner, that he's not --

ALD. GREEN: I'm not, I'm not cursing you at.

JACOB TAWIL, DPW COMMISSIONER: No, no.

ALD. GREEN: But just for the trail closure purposes if we know.

JACOB TAWIL, DPW COMMISSIONER: It will probably towards, probably towards the end of November.

ALD. GREEN: Okay. Perfect. Thank you.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALD. KLEINER: Yeah, Commissioner, on the -- on this recycling guide, I did have the question from a couple of a constituents about shredded paper and they use a shredding machine and they have lots. But and, and it does say paper shredded okay.

JACOB TAWIL, DPW COMMISSIONER: Yeah.

ALD. KLEINER: But a lot of paper, take that shredded paper and you don't want to put it loose in the can because if you dump it, it's going to be snowing paper all over the street. So, but you can't -- people have been putting it in a plastic bag which you can't do either. So the word I got from the -- I called the number for the Orange County Recycling Guide, and you can put it in a paper bag. So if you have shredded paper and you don't

want it going all over the place, but you want to recycle it, then the word is to put it in a paper bag and roll the paper bag --

JACOB TAWIL, DPW COMMISSIONER: Or, or any of the boxes that you have from Amazon, everybody's getting boxes from Amazon, just put them in the box, you know, the cardboard box from Amazon, any cardboard box if not a paper bag.

ALD. KLEINER: Oh, yeah.

JACOB TAWIL, DPW COMMISSIONER: Inside any --

ALD. KLEINER: In the boxes as long as it's, as long as it's sealed out.

JACOB TAWIL, DPW COMMISSIONER: Yeah, any box before you crush it, yeah, before you crush it and all that or put it at the very bottom of the, of the, you know, however. But don't put any plastic please.

ALD. KLEINER: Yeah, no plastic. And I would say don't put it in loose because it is going to go -- if it's a windy day, it's gonna go all over.

JACOB TAWIL, DPW COMMISSIONER: It's fine. Thank you.

ALD. KLEINER: Thank you.

JACOB TAWIL, DPW COMMISSIONER: Thank you very much.

PRESIDENT RODRIGUES: Jacob, I want to thank you and your department for not picking them up no more. And they should be written up.

JACOB TAWIL, DPW COMMISSIONER: We did. Today, by the way, we, we covered 2nd and 3rd Ward today. We went and we picked it up. We're using our dump trucks. And we took pictures and we took the addresses. And, like I said, we're gonna -- so you're very welcome. We're trying our best. We want to -- we don't want to hurt our people. At the same time we have -- eventually we have to send the message that, hey, it's really costing us.

PRESIDENT RODRIGUES: Thank you, Jacob.

JACOB TAWIL, DPW COMMISSIONER: Thank you.

PRESIDENT RODRIGUES: Police Chief.

JOHN EWANCIW, POLICE CHIEF: Good evening. Just want to encourage our residents to lock their vehicles. We do have an uptick in car larcenies. And it seems to be that people are going around just checking open doors and taking whatever valuables they can take out, out of those vehicles. So to try to minimize the victimization, if we could encourage our residents to lock those doors.

An additional uptick is the theft of packages off of porches. And I know sometimes because of work schedules and whatnot, but whatever we can do to encourage our

residents to get those packages to a safer location quicker, would definitely reduce those opportunities.

It is very sporadic, but it is something that is driving our numbers up over the last month or so. It's not one specific location. It kind of bounces around. It's not a daily thing, but it is kind of a weekly situation.

We're also seeing a little bit of an uptick in catalytic converters. Again, not one specific location, thefts with those I mean. It's bouncing around. And when I look at our daily briefing that's from the whole county, it's basically when we get hit, many of the other townships in the county are getting hit at the same time. It seems to be, like, a little ring that's moving around.

We've had many videos and pictures of them. The plates on the vehicles that we capture are not the accurate plates. They're switched plates, so they're very hard to trace them back.

But I encourage people to be vigilant. Whatever information they, they could provide to us would be greatly appreciated.

Just want to also remind the public that we do have a police commission meeting once a month in which we highlight or go over the details of the police department in more specific and in more detail. That's really one of

the reasons why I don't give some many statistics, too much information at this meeting is we do our own meeting once a month. The next meeting is March 16th, 4:30 p.m. They are aired and it is open to the public.

And then other than that I have nothing unless you have questions or if you would like me to address the local law now or later.

PRESIDENT RODRIGUES: Any questions? Alderman Kleiner.

ALD. KLEINER: Yeah. I think if you could address it now. So that we do have a local law on the agenda that we had read last meeting and we'll be voting on tonight. And it is about moving the fire police -- under the fire chief. So if you could just give us a little bit of background on that.

JOHN EWANCIW, POLICE CHIEF: Yes. So we worked myself, the Mayor, fire chiefs and Alex Smith, corporation counsel, identified that in the City Charter, the governing of the fire police was under the police commission. And we're just trying to realign it that it goes -- that the fire chiefs become the authoritative body over them. The Mayor would still be the appointing body, but rather than the Police Commissioner being the appointing body, it would be replaced with him. And then the language -- all those

paragraphs, some are actually removing the fire police from some paragraphs where others are adding other language into the new paragraphs that the fire police would fall under the fire chiefs. And it just breaks down what the responsibilities are, their term, when they're gonna be appointed, how long the term is, the requirements for training, what's expected of them, what their duties and roles are and whatnot.

So it's really, in my mind, it's more common sense to put them under the people that actually oversee the fire department.

PRESIDENT RODRIGUES: So they're not special police anymore?

JOHN EWANCIW, POLICE CHIEF: So they've not been special police. There's a section of the charter that allows the Mayor to appoint them as special police under certain circumstances. If I'm not mistaken, it's Section 129. But there's got to be circumstances that lead to that.

They are considered peace officers while they are working in their capacity. But they also have to take the New York State Certified Police -- Peace Officer Training first. And the language is that they have to do that before they're sworn in.

So there -- it did clean up a lot of that language and make it more specific to their duties and roles and responsibilities.

PRESIDENT RODRIGUES: Okay. Anyone else have a question for the Chief? Thank you, Chief.

City Clerk.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening.

PRESIDENT RODRIGUES: Any question for the City Clerk? Alderman Witt.

ALD. WITT: Yeah, thank you. Rich, so regarding the, the April 22nd Citywide Clean Up, I'm beginning to get some interest and commitments from school groups. How would you like me to handle that?

RICHARD MCCORMACK, CITY CLERK: Going live hopefully tomorrow will be SignUp Genius. We utilized it for the first time during last year's spring cleanup where people can select the areas in the City that they wanted to specifically focus in. And the school groups and any of our community members out in the public that are listening tonight will be able to start signing up ahead of time. We found that that worked a lot better than day of handing out assignments to folks. And some people take -- took a little bit more pride and excitement in cleaning up areas

that were specifically important to them.

ALD. WITT: Thank you.

RICHARD MCCORMACK, CITY CLERK: You're welcome.

PRESIDENT RODRIGUES: Anyone else?

8. Public Hearing and Grievances:

(None this evening)

9. Petitions and Complaints

(None this evening)

10. Remarks of the Alderman

PRESIDENT RODRIGUES: All right. Remarks of Alderman, Alderman Masi.

ALDERMAN MASI: I do have something tonight. My good friend, Jack McMann, who's been a Middletown resident all his life, loves Middletown, loves Orange County Community College brought something to my attention. I really wish I'd seen this someplace in the paper, but for whatever reason *The Record* doesn't cover this particular item.

The Orange County Community College of which I am a proud alumni, their basketball team 2022/2023 season, they are 27 and 0. They are ranked fourth in the National Junior College Association Division 2. Thirteen players on the team, 10 of them right in this area. Rameo Aquino, Region 15 Player of the Year; Tom Ricard, Region 15 Coach

of the Year.

Now, for anyone that's interested, this Saturday, the 25th at Orange County Community College, the playoffs begin. It's free admission. Let's support our team. At 12:00 the first semis are Sullivan County Community College versus Westchester Community College. At 2:30 it's our Orange County Community College versus Rockland County Community College. The two winners, hopefully our Colts will be one of them, are scheduled for Sunday, the 26th at 2:30 at Orange County Community College.

It's just a shame that something that stands out like this that we have the students, we have the athletes, we have their parents and there's little to no coverage. So I just wanted to acknowledge that. And I'm thankful to Jack McMann for bringing it to my attention.

Thank you very much.

PRESIDENT RODRIGUES: Alderman Witt.

ALD. WITT: Yeah, thank you. I just -- to follow up on what Alderman Masi said, Tom Ricard and his father before him have always had a commitment to bringing local players to that program. In fact, to the point where they actually increased their, their level of competition to Division 2, so that they were able to offer scholarships and keep those people here.

Other than that, I have nothing. Thank you.

PRESIDENT RODRIGUES: Alderman Green.

ALD. GREEN: Thank you very much. Alderman Kleiner and I will be holding on Monday, March 13th, 7 p.m. our 2nd Ward constituents meeting. We took a few months off due to weather that we may or may not have had. But things are looking warmer and brighter later, so we'll be back here again. That's Monday, March 13th at 7 p.m. and that we hope to see you here. Thank you.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALD. KLEINER: Thank you. I attended the groundbreaking for Bring Sky Home for Sky's house. And I just wanted to remind people how that started. That started because Sky said "I want to go home to Middletown." I believe she was up in Vassar north of here for quite a while, but she wanted to come home and the community listened. So it's -- it's going to be really -- her smile was unbelievable. It just lit up the day, so that's a great project.

I also want to mention Andy Mills and Dr. Fred Isseks will be at Thrall Library on March 1st at 1 -- get that right -- March 1st at 3 p.m. And they'll be speaking about historic Hillside Cemetery. You know, you have a lot of information on, on, Hillside the Calvert Vaux designed

cemetery in Middletown. And that should be a very interesting talk.

The warming station, it's really Touro people who are doing a health fair. And I hope I have the date right, February 26th from 4 to 6 p.m. It will be Touro College and Touro students and Touro instructors. But it's a health fair and it's, it's for the whole community. So anyone who that I know they give out free things that they have people to monitor and give advice. So that's happening 4 to 6 p.m. on February 26th at the warming station. And that's a great community event to take advantage of.

My other questions were for the Mayor, so I'll save them for next time. Thank you.

PRESIDENT RODRIGUES: Alderman Wray.

ALD. WRAY: I have nothing this evening. Thank you.

PRESIDENT RODRIGUES: Alderman Johnson.

ALD. JOHNSON: Thank you. The Maple Hill Pool survey is out and hopefully we'll get a good representation of our community as to what people think should happen there.

The Orange Terrace application process continued at the ZBA last week. Basically, on the side of the

community were the same people that spoke at the Planning Board and then spoke again at our, our meeting. That hearing is still being held opened and will continue next month and we'll see where it all ends. Thank you.

PRESIDENT RODRIGUES: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Yes, thank you for bringing that up, Alderman Masi. I had the opportunity to enter the game last past Thursday against Sullivan County. And I got to say there was a decent crowd, but they definitely could use more support of us. Thank you.

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 Green authorizing a salary adjustment for the Real Property Data Collector.

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

Roll Call: Aye: Jean-Francois, Johnson, Wray, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution

sponsored by Alderman Masi authorizing offering a City-Sponsored health insurance plan.

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

Roll Call: Aye: Jean-Francois, Johnson, Wray, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: We have a Resolution sponsored by Alderman Wray authorizing the purchase of AED's for city facilities.

PRESIDENT RODRIGUES: Second? Alderman Witt. I need -- I need another motion to amend it and add two more for the cost of --

RICHARD MCCORMACK, CITY CLERK: \$4,000, one for Watts Park and one for Wolslayer Field.

ALD. MASI: So moved.

PRESIDENT RODRIGUES: Motion by Masi, seconded by Alderman Jean-Francois. All in favor of the motion?

ALDERMANS: Aye.

PRESIDENT RODRIGUES: All right. Any questions on it?

Roll Call: Aye: Jean-Francois, Johnson, Wray, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution

sponsored by Alderman sponsored by Alderman Johnson
accepting the attached list of volunteer firefighters for
membership?

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

ALD. GREEN: Yeah.

PRESIDENT RODRIGUES: Alderman Green.

ALD. GREEN: I just want to make it known that my
name's on the list, so I will be abstaining from the vote.
Thank you.

PRESIDENT RODRIGUES: We haven't done this in a
while, so our City Clerk picked this up that we should
acknowledge all the fireman that joined the fire
department. So we'll be doing it again.

Anyone else? Roll.

Roll Call: Aye: Jean-Francois, Johnson, Wray,
Kleiner, Witt, Masi, President Rodrigues. Abstain: Green.
Carries.

13. Local Laws

RICHARD MCCORMACK, CITY CLERK: We have a local
law sponsored by Alderman Johnson transferring authority
regarding the fire -- police the fire department.

PRESIDENT RODRIGUES: Do I have a second?

Alderman Masi. Any discussion? Roll.

Roll Call: Aye: Jean-Francois, Johnson, Wray, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

14. Audit of Claims and Accounts

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

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderwoman Wray. Roll.

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

15. Adjournment

PRESIDENT RODRIGUES: Move for adjournment.

ALD. MASI: So moved.

(PROCEEDING CONCLUDED)

CERTIFICATION

I, LISA KANE, certify the foregoing transcript of proceedings of the February 21, 2023 Middletown City Council meeting was prepared using the required electronic equipment and is a true and accurate record of the proceedings.

Signature: *Lisa Kane*

Date: March 13, 2023

Agency: American Legal Transcription

11 Market Street, Suite 215

Poughkeepsie, New York 12601

**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 02.21.23

Index No: 49-23

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

Resolution authorizing a Salary Adjustment for the Real Property Data Collector

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a salary adjustment, in the amount of \$3,000, for the Real Property Data Collector by \$3,000.

The employee has completed their six months anniversary and was issued a performance appraisal; effective for the next payroll.

CITY OF MIDDLETOWN, NEW YORK

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Wray

Date of Adoption 02.21.23

Index No: 50-23

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

Resolution authorizing Offering City Sponsored Health Insurance

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the City of Middletown to offer the City Sponsored health insurance plans to eligible non-union employees. Open enrollment will be for plan start date: March 1st.

CITY OF MIDDLETOWN, NEW YORK

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Wray

Sec'd by Ald. Masi

Date of Adoption 02.21.23

Index No: 51-23

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

Resolution authorizing the Purchase of AEDs for City Facilities

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the purchase of new AEDs for City Facilities that do not have ones and/or replace existing older ones along with associated cabinets to house them.

- Cardiac Science (Zoll) –
- 9 - Powerheart G5 – Automatic - \$1,592.50 per unit - \$14,332.50 total for 9 units
- 9 – AED Cabinet – Plain - \$185.00 each - \$1,665.00 total for 9 units
- Additonal units for Watts Park and Wolfslayer Filed

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$\$19,997.50, in the following manner, to cover the cost of the purchase of new AEDs.

FROM	AMOUNT	TO
GENERAL FUND BALANCE	\$19,997.50	A.1620.200
		Public Works -Other Equipment

CITY OF MIDDLETOWN, NEW YORK

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Masi

Date of Adoption 02.21.23

Index No: 52-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				X
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green			X	
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	7		1	1

Resolution Accepting the Attached List of Volunteer Firefighters for Membership

BE IT RESOLVED that the Common Council of the City of Middletown confirms the list of volunteer firefighters for membership in the City of Middletown Fire Volunteer Fire Department.

Adam Palladino Lisamarie Palladino JeanCarlo Canales Viviana Canales Jeronimo Canales Christian Medina Mitchell Williams Lucia Bruno James Passarella Carlos Alicea Robert Slingerland Husnain Hussain Mark Mobley Michael Robertello Caanan Moore William Shalders Brandon Baudendistel	Chris Gonzalez Keith Adams Brendan Rotermund Roger Duarte Clark Myers Luis Mendez Mirna Mendez Elliot Castillo Javed Hussein Steven Torres Keith Berry Michael Yutesler Leighton Williams Eduard Vasquez Andrew Green Amber Yutesler Lillian Jones
--	--

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Masi

Date of Adoption 02.21.23

Index No: LL#1 of 2023

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

LOCAL LAW #1 OF 2023

**A LOCAL LAW TRANSFERRING AUTHORITY REGARDING THE FIRE POLICE
TO THE FIRE DEPARTMENT**

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

Section 1. Purpose of this Enactment. The purpose of this enactment is to transfer authority regarding the Fire Police from the Police Commission to the Fire Department.

Section 2. Paragraph 4 of Section 129 of the Charter of the City of Middletown is hereby deleted in its entirety.

Section 3. Paragraph 5 of Section 129 of the Charter of the City of Middletown is hereby replaced in its entirety to read as follows:

5. To provide by rule or regulation as to the qualifications of a person to be a police officer of said city, or to be chief of police, a lieutenant of police or a sergeant of police of said city; or to be a special police officer; provided, however, that no person not

theretofore a police officer of the city shall receive an original appointment as police officer unless he is over the age of twenty-one years and under the age of thirty-five years; and no person shall be appointed to membership in the police force or continue to hold membership therein, who is not a citizen of the United States or who has been convicted of a felony or who cannot understandingly read or write the English language or who shall not have resided in this state during one year next preceding his appointment; and no person shall continue to hold his position as police officer or as a member of the police force in any capacity after he has reached the age of sixty-five years.

Section 4. Paragraph 7 of Section 129 of the Charter of the City of Middletown is hereby replaced in its entirety to read as follows:

7. To enact, modify and repeal orders, rules and regulations for the government and discipline of the police department; to define the duties of all police officers and of the chief of police, the lieutenants of police and the sergeants of police; and to define the powers and duties of special police officers.

Section 5. Section 159-A of the Charter of the City of Middletown is hereby replaced in its entirety to read as follows:

§ 159-A. The Mayor, after receiving recommendations from the Chief of the Fire Department, shall appoint qualified persons to be fire police of the City of Middletown. The Mayor shall appoint such number of persons to be fire police as he/she deems to be necessary and proper. The persons appointed as fire police shall hold office for one (1) year from time of appointment.

(1) All applicants for appointment as a fire policeman, shall be citizens of the United States, over the age of twenty-one (21) years, residents of the City of Middletown, and members of a volunteer fire company organized in the City of Middletown. No person shall be appointed as a fire policeman who shall have been previously convicted of a felony or a misdemeanor involving moral turpitude.

(2) All persons appointed as fire policemen shall take an oath of office as prescribed by New York General Municipal Law Section 209-c or any successor statute.

(3) No person may take the oath of office as a fire policeman without first completing all of the training required for peace officers and fire police by New York State law and the Division of Criminal Justice Services ("DCJS"), including training in the use of firearms and other weapons and in the use of physical and deadly physical force.

(4) Upon filing the oath of office with the City Clerk, such appointees shall thereupon, as required by New York State law, become vested while on duty with all the powers and shall discharge all the duties of peace officers.

(5) The Chief of the Middletown Fire Department or his/her designee must submit a Peace Officer Registry Entry/Certification of Initial Appointment form to DCJS for each new appointee. However, Section III of this form does not have to be completed; nor does the form have to include the signature of the City's Civil Service Administrator. Additionally, the Chief or his/her designee must annually transmit to DCJS no later than January 15th a list of those peace officers who are members of the fire police squad or those who have ceased to serve in the previous twelve months.

(6) It shall be the duty of the fire police, to detect and prevent fires; to place fire lines so as to provide facilities for the Fire Department to work advantageously; to keep unauthorized persons outside such fire lines; to aid and assist the police department in regulating highway traffic to and from all fires; to enforce all ordinances of the City relating to the protection of the fire department apparatus and members. The fire police shall obey all orders, rules and regulations as promulgated by the Chief or any assistant Chief of the Fire Department. Additionally, fire policemen, when not engaged in actual firefighting duties, are subject to and subordinate to the authority of all police officers, State Troopers, and County Sheriff's deputies.

(7) Fire police are not authorized to carry firearms or weapons while on duty, unless specifically authorized to do so by the Mayor for a specified event; however, no member of the fire police can carry a firearm on duty unless he/she possesses the appropriate license to do so pursuant to Section 400.00 of the New York Penal Law.

(8) The Mayor may at any time he/she deems necessary and for the public interest deputize and appoint for such period as he/she may direct, any fire policeman as a special police officer as provided by § 129 of this Charter and such fire police shall thereupon become vested with and shall discharge all the duties of police officers.

(9) Any fire policeman during the tenure of his/her appointment shall be accorded and possessed with the same rights and privileges if injured or killed while in the active performance of his/her duties as are now accorded and possessed by volunteer firemen by the laws of the State of New York.

(10) Fire police are to be disciplined in the same manner as paid firemen in accordance with Section 157-B of this Chapter. Fire police are subject to and entitled to the protections of all provisions of Section 157-B.

(11) For the purpose of furthering the objects for which they are appointed and in conformity with the requirements of the Fire Department, the fire police are authorized and empowered to form an organization to be known as the Middletown Fire Police; to elect one captain, one sergeant, one roundsman, a secretary and a treasurer, as their officers, and to adopt by-laws for the guidance of the organization not inconsistent with the provisions of this Charter, which by-laws must be approved by the Mayor and Common Council. Such fire police may adopt a uniform, cap and badge for their better identification, subject to the approval of the Chief of the Fire Department.

Section 6. Severability.

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

Section 7. Effective Date.

This Local Law shall be effective upon filing with the office of the Secretary of State.

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Wray

Date of Adoption 02.21.23

Index No:

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

**I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE
TREASURER BE AUTHORIZED TO ISSUE WARRENTS FOR THEIR PAYMENTS**



COMMON COUNCIL MEETING
CITY OF MIDDLETOWN
March 7, 2023 – Minutes
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 Wray
Ald. Kevin Witt
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Joseph Masi
Ald. Sparrow Tobin

Digitally Recorded Proceeding, transcribed by:
Michele Johanson

INDEX

	<u>PAGE</u>
Approval of Minutes	
By: Richard McCormack, City Clerk	3
Remarks by the Department Heads	
By: Maria Brunt, Economic Development	3
By: Jacob Tawil, DPW Commissioner	4
By: Mark Antozzeski, Fire Chief	13
By: Leonora Liz, City Treasurer	13
By: Christine Brinckerhoff, Superintendent Recreation	13
By: Richard McCormack, City Clerk	15
Remarks by the Aldermen	
By: Ald. Tobin	16
By: Ald. Jean-Francois	16
By: Ald. Johnson	17
By: Ald. Wray	17
By: Ald. Kleiner	17
By: Ald. Green	18
By: Ald. Witt	18
By: Ald. Masi	18
New Business	
By: Richard McCormack, City Clerk	19
By: Ald. Kleiner	18
Audit of Claims and Accounts	
By: Ald. Masi	21

1. Pledge of Allegiance

(Pledge of Allegiance)

PRESIDENT RODRIGUES: Please remain standing as I ask for a moment of silence. Passed, Captain of Engine 6, Bobby Barber, and a professional firefighter, Robert Hunt. May they rest in peace. Thank you.

2. Roll Call

PRESIDENT RODRIGUES: Roll.

Roll Call: Tobin, Jean-Francois, Johnson, Wray, Kleiner, Green, Witt, Masi, President Rodrigues. The quorum is present.

3. Correspondence, Communications and Reports

PRESIDENT RODRIGUES: Okay, Correspondence. Nothing this evening.

4. For the Good of the City

PRESIDENT RODRIGUES: For the Good of the City, anyone who would like to address the Council, please step forward. Okay.

5. Remarks of the Mayor

(None this evening)

6. Remarks of Department Heads

PRESIDENT RODRIGUES: Remarks of Department Heads, Economic Development.

MARIA BRUNT, ECONOMIC DEVELOPMENT: Good evening,

everyone. This evening we had a meeting of the Community Development Agency, and our auditor was here and gave us a clean opinion on our audit, and the Board authorized us to submit our annual reports and Paris reports to the state, and we're moving forward with all of the projects that are on the books. And that's about it.

We got some shows coming up at the Paramount. Check out our website, Middletownparamount.com, and that's all I have for tonight.

PRESIDENT RODRIGUES: Any questions for Maria?

Thank you, Maria.

7. Approval of Minutes.

PRESIDENT RODRIGUES: Going back to approval of minutes. I have the minutes of January 17th.

PRESIDENT RODRIGUES: (Inaudible) motion, Mr. Masi. Seconded by Mr. Witt. All in favor?

ALDERMEN: Aye.

PRESIDENT RODRIGUES: So approved.

PRESIDENT RODRIGUES: DPW Commissioner.

JACOB TAWIL, DPW COMMISSIONER: Good evening, all. So the reservoirs' level, Aldermen. We started controlling the Shawagunk Reservoir now to keep it low, so our numbers are going to be artificially a little bit low because the work has started on the Shawagunk Dams. So we

have to keep the amount coming from Kinch feeding Shawagunk, and so and so forth. So we are around still eighty-nine percent, but it's going to -- it's going to remain low, and until they start the work with that.

Servidone, the contractor for Shawagunk Reservoirs -- Shawagunk Dams -- has started the work. He has mobilized. He's got trailers on site, and the work will be started very soon, the actual work. Tomorrow, we're going to be dewatering the Shawagunk Reservoir gatehouse, so that he can send a diver from the outside and, hopefully, we can go on the inside because he has to replace measure -- take measurement to replace all the valves inside that gatehouse which -- it hasn't been touched for probably almost a hundred years. And so it's going to be a total replacement for those valves, and we will evaluate the structural shape of the intake house, and if it needs any work, the contractor will do it.

By the end of the day tomorrow, it's going to be filled up again. It's going to continue to function to feed Monhagen reservoir with water and, until we order all the valves -- not us, the contractor orders all the valves, everything else that he needs for the work -- then we'll dewater it again for about fourteen days.

So that's the plan for Shawagunk.

Our beloved trail hikers, users, please stay away from the construction site, keep your ears and eyes open in there. There are heavy construction machinery in there that's going to be moving. Like I said the last time, the tire or the wheel of the truck is taller than me, so they will not be able to see too many people around them. So keep off the signs and the fences, and stay away from the construction site, please. Soon enough it will be over.

Kinch Dam, the same issue. We're going to have the preconstruction meeting with the contractor on the 16th, and that work will get started.

The flushing, water system flushing, we're going to be doing our annual flushing and we will have ads in the paper. It will be on our website. It will be on the Nextel. We're going to be sending out messages.

The schedule is going to be as follows: March 20th until April 4th, we're going to be doing the second and third ward -- second and third ward.

From April 10th to May 1st, we're going to be doing the first and fourth ward. That's all subject to weather permitting. I don't know if we're going to have a late freeze or what have you in this month, in March, but it's all weather permitting, so just keep checking our website, please: cityofmiddletown-ny.com for a updated

schedule for the flushing.

Again, when we are flushing in your neighborhood, you might notice some drop in the pressure. That's normal, however, the water will be discolored, and you're advised to keep an eye on the water, especially if we are flushing within your ward, and wait forty-eight hours before you do any laundry.

Wait forty-eight hours after you see it's finishing flushing in your neighborhood. You don't know when, so look at our website if you can see us because you come home late, and we're done. Just look at the website. But I gave you the schedule already approximately when the flushing's going to be in which ward.

Also, Spring Clean-Up. This is something that costs the city a lot of money to do a Spring Clean-Up. We put everybody that we have, all the manpower, all the equipment, on this task in there in order to clean up the city to minimize the exposure to fire and quality of life. And anybody who has anything that is not usable for them, they can put it outside. We have limits. It's going to be all in the ad in the paper once the council approves it tonight. And the schedule, if the council approves it, it's going to be as follows:

First ward, we're going to start this year with

the first ward, because we keep rotating the wards, and we're going to start on April 17th.

Fourth ward will be April 24th. That's all we're going to start Monday. Third ward is going to be May 1st. Second ward will be May 8th. That's when we start. Please do not put the junk out too early or too soon because the whole city will look like a landfill. We don't want that.

Wait until it's time for your ward and try to put it out only the Sunday before, please. Just keep it on your property, way back, so the city doesn't look like a landfill all over the place and wait until we come in and just Sunday before put it out, so that Monday we can come and pick it up. Once we come through the ward, we're not going to come back, so please do not continue to put stuff out. Just one time. Help us out so we can get going, and then we can go focus on our functions in DPW, the other functions that we have to do.

Again, we said about how expensive this operation is for the city taxpayers. If you see any illegal dumping, or somebody coming from the outside, please call the police department immediately. You don't have to give your name. It would be nice if you take a photo there and give it to the police officer with the license plate, with anything you can do. Again, you don't have to give your name. Just

let us know what's going on, so we can go and catch these people who are illegally dumping into our city and costing the taxpayers a lot of money. So help us out with that.

Electronic Drop-Off will be May 20th. May 20th will be drop-off. Again, you go to the DPW garage in Monhagen Avenue -- 76 Monhagen Avenue. In there, you'll see our guys there. They'll help you unload whatever you have, electronics. Again, visit our website and see the ad in the paper about what is acceptable and what is not. Please adhere to that. That will be open from 8 o'clock in the morning until 3 o'clock p.m. This is what we do every year. Again, that's only for electronics, TVs, computers, printers, and this kind of thing.

Recyclables. Again, a reminder. We have been leaving recyclables outside, not being picked up because they have either -- they got plastic bags, they got garbage, they got unacceptable recyclables. Help us out. That's costing us, again, a lot of money because we have to come back and pick it up as garbage. And we take pictures of it. Many of you guys are going to be receiving letters from us, telling you that this is your final warning. Please adhere to it. We're not giving anybody a hard time. It's just our recyclables are being kicked back, are not being accepted for a good reason: because they're not

clean, they're not complying with the law. There's plastic bags. Nothing should be in plastic bags. I'm sorry I keep repeating this every week, but you're going to get -- every meeting -- but you're going to get letters, you're going to be upset about them. We don't mean to upset you. We just want you to comply with it so it will help us save money, will help you save your taxpayers' money.

We applied for three grants. There is the Senators and the Congressmen Appropriation Bill, and we had -- the mayor wanted to set priorities. He made the courthouse priority number one because the bids came very high, and the mayor is not comfortable leading the charge on the court, paying city's taxpayers' money just for the court. And, you know, the bids were over -- around five million dollars, and he's not comfortable with it. I'm not comfortable with it, so we're trying to find grants. So we made the court -- the mayor directed us to make the court as priority number ones, which we did.

We have major priorities such as continuing the investment in our transmission mains, the finished water lines on Monhagen Avenue. We applied for that as well. And then we applied for raw water lines, which is where all our water comes from different reservoirs. We applied for a grant for that, so altogether we applied for three

grants. Hopefully, the Congressman Pat Ryan, Senator Schumer and Senator Gillibrand, their offices will be sympathetic to our needs, and they will award us those projects.

And Traffic Operations, we've been preparing for the restart of the Traffic Operations, curbs and sidewalks, traffic lights, and so on. Traffic lights are scheduled to be delivered in the -- in the summertime. So that's when you're going to start seeing the new poles coming up and the traffic lights and so on. And Boyce is looking to start the project on April 15th, so we're going to see that construction going full speed, hopefully, on April 15th.

Again, we regret the inconvenience. Work with us, and that too shall pass, and you see the end results: beautiful granite curbs, beautiful sidewalks, and the roads are going to be repaved. You're going to have new traffic lights, ADA accessible, so we're very excited. It's a tremendous project, thirty million dollars' worth of work, so bear with us, and we apologize again for any inconvenience, but we'll get there.

Any questions for me?

PRESIDENT RODRIGUES: Any questions for Jacob. Alderman Masi.

ALD. MASI: Jacob, it's not a question, it's a

statement. Last Saturday, I had to give an exam for over sixty people, and I notified you on Friday. I want to thank you and especially your road crew, your staff. The roads were all done, and you ploughed all of the senior center nice and early in the morning, and because of that we were successful with our exam. So I really appreciate all that you guys did.

JACOB TAWIL, DPW COMMISSIONER: Thank you, and I did convey your thanks to them, and they all appreciate it because they work all night, as you know, and when they hear a thank you, and your work is appreciated, it goes a long way to make them stay the extra hour or two hours or whatever it takes.

PRESIDENT RODRIGUES: Alderman Witt.

ALD. WITT: Thank you. Commissioner, might you consider when you're doing the flushing, could we also use the Nixle system?

JACOB TAWIL, DPW COMMISSIONER: Yes.

ALD. WITT: Thank you very much.

JACOB TAWIL, DPW COMMISSIONER: Yeah, just for the ward. We can't specific roads --

ALD. WITT: No, no, that's fine. Yeah, yeah.

JACOB TAWIL, DPW COMMISSIONER: -- but the first and second wards, absolutely.

ALD. WITT: That's a tremendous help when you do that.

JACOB TAWIL, DPW COMMISSIONER: Absolutely.

ALD. WITT: And that's a good thing for our folks who may not be able to see the website.

JACOB TAWIL, DPW COMMISSIONER: Yes, sir.
Absolutely.

ALD. WITT: Thank you, sir.

JACOB TAWIL, DPW COMMISSIONER: Absolutely.

ALD. WITT: Thank you.

PRESIDENT RODRIGUES: Anyone else? Thank you,
Jacob.

JACOB TAWIL, DPW COMMISSIONER: Thank you.

PRESIDENT RODRIGUES: Fire chief?

MARK ANTOZZESKI, FIRE CHIEF: Nothing this
evening, unless there's any questions.

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

City Treasurer?

LEONORA LIZ, CITY TREASURER: I have nothing this
evening.

PRESIDENT RODRIGUES: Any questions for the City
Treasurer? Thank you.

Superintendent Recreation?

CHRISTINE BRINCKERHOFF, SUPERINTENDENT

RECREATION: Good evening. Just a quick update. Maintenance department has been cleaning up a lot the dead, fallen trees in Davidge Park and the reservoir trails from a lot of the heavy winds that we've been having. They've -- there's been a constant drainage issue in the dog park on the big dog side, so hopefully, we hit the last of that and fix that last issue of the drainage there.

And right now, they're working on getting our mowers ready and ball carts ready for the spring because it is right around the corner.

For the Recreation, our winter programming is wrapping up. We have a few more clinics going on. That's going to be finishing up soon. All our spring registration is open and now on our website, and our free programming is still running.

Our summer camp is slowly rolling out. We're still working on a location for sports camp. We're hoping that we will have access to Monhagen Middle School again. We're pretty sure we will, but it's not a hundred percent definite yet, but hopefully we do so we're not outside in Davidge, like we were two years ago.

And we are working on planning our Recreation Department versus YMCA basketball game that we hold every

year. It was canceled for the last three years with COVID, but this year marks the seventh year that we're doing it again, and we're going to be in the high school this year, and now the kids are really excited about playing the Y every year.

Any questions?

PRESIDENT RODRIGUES: Any questions from Kelly Ann? All right, thank you.

City Clerk.

RICHARD MCCORMACK, CITY CLERK: Good evening, everybody. The Mayor's Youth Council is hosting a blood drive on Wednesday, March 22nd from 2 to 6:30 at the Mulberry Senior House. Individuals wishing to participate can sign up through the city's website, or through our social media. Please come out. We know that the New York Blood Center can certainly use the donations this time of year. That's it.

PRESIDENT RODRIGUES: Any questions for Rick (ph.)? All right.

8. Public Hearings and Grievances

PRESIDENT RODRIGUES: Public hearing, I think we have this.

RICHARD MCCORMACK, CITY CLERK: Good evening. Notice is hereby given that the City of Middletown will

hold a public hearing on Tuesday, March 7th, 2023 on or as near to 7:30 p.m. as passible in the Common Council Chambers, 2nd Floor, 16 James Street, to hear any and all persons wishing to be heard on the recently passed Local Law No. 1 of 2023 regarding our Local Law Transferring Authority Regarding the Fire Police to the Fire Department. The full text of Local Law No. 1 of '23 is available in the office of the Common Counsel Clerk, City Hall, 16 James Street, and on the city website.

PRESIDENT RODRIGUES: Okay, at this time the public hearing's open. Anyone from the public? Any aldermen? I have a motion to close. Masi, seconded by Alderman Witt. All in favor?

ALDERMEN: Aye.

PRESIDENT RODRIGUES: Aye.

10. Remarks of Aldermen

RICHARD MCCORMACK, CITY CLERK: Okay. Remarks of Aldermen -- Alderman Tobin.

ALD. TOBIN: Nothing this evening.

PRESIDENT RODRIGUES: Alderman Jean-Francois?

ALD. JEAN-FRANCOIS: Yes. Good evening. I want to piggyback what Commissioner DPW Jacob saying as far as illegal dumping. I remember when we first started the project, we had two years a truck that came from Jersey

full of stuff, coming out of state to dump into our city, and it is costing our city a lot of money, and to find out that person was actually charging to come and dump stuff in the city. So we'd definitely want everybody to be vigilant, to be on the lookout so we can save money. Thank you.

PRESIDENT RODRIGUES: Thank you. Alderman Johnson?

ALD. JOHNSON: Nothing this evening.

PRESIDENT RODRIGUES: Alderman Wray.

ALD. WRAY: Nothing this evening.

PRESIDENT RODRIGUES: Alderman Kleiner. Wow.

ALD. KLEINER: Thank you. We have a constituents' meeting coming next Monday -- Monday the 13th, so we're starting up again, and we hope people will come out and see us.

I noticed the County has got seventy-four million, I think it is, in funding, and five million of that is going to go towards fixing the roof on Morrison Hall. I know a lot of people have asked why Morrison Hall was closed, and when they tried to fix the roof, they found out there was asbestos, so it's nice to see there'll be money to get that up and running.

Anyone who's tried to call me -- if they have, I

apologize, but Frontier -- our phone, some days we have a dial tone, some days we don't. It's intermittent, and if you called and just got a busy signal, that's what it is. So they're supposedly going to fix it. It remains to be seen, but you know, that's why you have a landline, to be reliable. Well, good luck with that.

Our local paper, Times Herald Record, which is really a descendant of one of the two oldest businesses in -- in Middletown, through the different papers and through the Times Herald and combining with the Record, but I just -- there's no way to talk to anybody there that I can find out, but if you look today under Entertainment, you'll see, and it's -- I made a copy of it -- Superbowl Halftime Show. What to Expect from Rihanna's Performance. That's -- that's our entertainment today on March 7th. So I don't know, maybe they missed the Superbowl. It's just -- it's just astounding.

And I think that's it, and I will see you in our next meeting in the spring. Thank you.

PRESIDENT RODRIGUES: Alderman Green.

ALD. GREEN: Thank you. Yeah, I'd just reiterate that we are going to have our constituents' meeting on Monday, 7 p.m. here in the Council Chambers. So hope to see you. Thank you.

PRESIDENT RODRIGUES: Alderman Witt.

ALD. WITT: Thank you. Our first ward meeting is tomorrow, March 8th, there in the Council Chambers from 5:30 to 6:30. We hope to see you here. Thank you.

PRESIDENT RODRIGUES: Alderman Masi.

ALD. MASI: Kiwanis Club is having their 68th Annual Pancake Breakfast. I hope people will consider attending it. It's a week from Saturday, on the 18th, 7 a.m., up at Middletown High school from 7 to noon. Thank you very much.

11. Unfinished Business.

(None this evening)

12. New Business.

PRESIDENT RODRIGUES: Thank you. New business.

RICHARD MCCORMACK, CITY CLERK: Good evening. We have a resolution sponsored by Alderman Masi authorizing an amendment to the City's Credit Card Policy to include the Superintendent of Recreation.

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

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

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Witt accepting a \$7,500 award from the USPCA AKC Reunite Grant Program.

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

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

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Green authorizing an Agreement with the County of Orange for the STOP-DWI Enforcement.

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

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

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Kleiner, authorizing a \$2,500 budget transfer for the purchase of Enhanced Investigative Flock software.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner, seconded by Alderman Tobin. Any

discussion? Roll.

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

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderwoman Wray establishing the 2023 Spring Clean-Up and Electronic Drop-Off dates.

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

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

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Johnson authorizing a \$7,000 Budget Transfer for the Purchase and Installation of a Fence.

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

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

13. Local Business

(None this evening)

13. Audit of Claims and Accounts

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

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderman Green. All in favor?

ALDERMEN: Aye.

14. Adjournment

PRESIDENT RODRIGUES: Move for adjournment.

ALD. MASI: So moved.

(PROCEEDING CONCLUDED)

CERTIFICATE

I, Michele Johanson, certify the foregoing transcript of proceedings of the March 7, 2023, Middletown City Council meeting was prepared using the required electronic equipment and is a true and accurate record of the proceedings.

Signature:



Date: March 14th, 2023

Agency: American Legal Transcription

11 Market Street, Suite 215

Poughkeepsie, New York 12601

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Green

Date of Adoption 03.07.23

Index No: 53-23

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

**Resolution authorizing an amendment to the City's Credit Card Policy to include the
Superintendent of Recreation**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an amendment to the City's Credit Card Policy to include the Superintendent of Recreation with an applicable limit of \$2,000.

**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 03.07.23

Index No: 54-23

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

Resolution accepting a \$7,500 award from the USPCA AKC Reunite K9 Grant Program

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the acceptance of \$7,500 award from the USPCA AKC Reunite K9 Grant for the purchase of a new police K9.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the creation of a separate budget line for these funds.

**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 03.07.23

Index No: 55-23

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

**Resolution Authorizing an Agreement with the County Of Orange for STOP-DWI
Enforcement**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the attached contract with the County of Orange for our STOP-DWI enforcement period of March 12, 2023 through January 1, 2024.

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.

FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to add this funding to their STOP DWI Budget line A.3141.103.

The total amount of the 1st period award is for 70 hours of service or a dollar amount not to exceed \$4,927. We will be notified at a later date of subsequent payments to cover the 2nd and 3rd periods of the year. These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

CITY OF MIDDLETOWN, NEW YORK

**COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Tobin

Date of Adoption 03.07.23

Index No: 56-23

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

**Resolution authorizing a \$2,500 Budget Transfer for the Purchase of Enhanced
Investigative Flock Software**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$2,500, in the following manner, for the purchase of enhanced investigative Flock Software.

From	Amount	To
A.3120.200	\$2,500	A.3120.400

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

THE FOLLOWING WAS PRESENTED

By Ald. Wray

Sec'd by Ald. Johnson

Date of Adoption 03.07.23

Index No: 57-23

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

Resolution establishing the 2023 Spring Clean Up and Electronic Drop off Dates

RESOLVED; that the Common Council of the City of Middletown established the following schedule for the 2023 annual spring clean-up and electronic drop off event.

Spring Clean Up will begin on Monday April 17, 2023 in the First Ward, April 24, 2023 in the Fourth Ward, May 1, 2023 in the Third Ward and will end the week of May 8, 2023 in the Second Ward. The pickup schedule is attached.

Following the Spring Clean Up, an Electronics Drop Off Event for City residents will be scheduled for Saturday May 20, 2023 from 8:00am until 3:00pm, under the same conditions as per previous years with drop off to be located at DPW facilities at 76 Monhagen Ave. DPW employees will be present to assist in the operation.

FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Commissioner of Public Works be able to hire Advanced Recycling at a price of \$1,800 per day for picking up the electronic recycling.

CITY OF MIDDLETOWN, NEW YORK

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Jean-Francois

Date of Adoption 03.07.23

Index No: 58-23

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

Resolution authorizing a \$7,000 Budget Transfer for the Purchase and Installation of a Fence

FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$7,000, in the following manner, to install fencing on city-owned property located on Brewster Drive next to house number 5.

The Proposed fence will discourage unauthorized access to the area while including gates to accommodate the city's equipment as needed to access the area

FROM	AMOUNT	TO
General Fund Balance	\$7,000	A.1490.200
		Other Equipment

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Green

Date of Adoption 03.07.23

Index No:

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

**I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE
TREASURER BE AUTHORIZED TO ISSUE WARRENTS FOR THEIR PAYMENTS**

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, March 21, 2023, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on proposed changes to parking regulations.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed changes to the parking regulations.

The proposed parking regulations are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

For any person unable to participate at the time of the public hearing, email comments may be submitted in advance to rmccormack@middletown-ny.com

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 3/16/23
City Website

LOCALiQ

Observer-Dispatch | Daily Messenger
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631202 Cincinnati, OH 45263-1202

PROOF OF PUBLICATION

Richard McCormack
NANCY T
Middletown, City
16 JAMES STREET
MIDDLETOWN NY 10940

STATE OF NEW YORK, COUNTY OF ORANGE

The Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Pike, PA and Sullivan Counties, published in the English language in the City of Middletown, County of Orange, State of New York printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

03/16/2023

and that the fees charged are legal.
Sworn to and subscribed before on 03/16/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$41.29

Order No: 8574218

Customer No: 684389

of Copies:
1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

CITY OF MIDDLETOWN NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, March 21, 2023, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on proposed changes to parking regulations.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed changes to the parking regulations.

The proposed parking regulations are available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

For any person unable to participate at the time of the public hearing, email comments may be submitted in advance to rmccormack@middletown-ny.com

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.21.23

Index No: 59-23

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

Resolution authorizing an amendment to the Senior Transportation Contract

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes an amendment to the Senior Transportation contract.

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

AMENDMENT and EXTENSION AGREEMENT

This Amendment and Extension Agreement ("Amendment #3"), effective as of January 1, 2023 ("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"), as previously amended by that certain Amendment Agreement effective as of September 1, 2022 ("Amendment #2"), 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 and ending December 31, 2022, at a cost not to exceed \$25,635.00; and

WHEREAS, the Parties agreed by that certain Amendment Agreement dated September 1, 2022 (Amendment #2), agreed to increase available funding from \$25,635.00 to \$37,635.00 during renewal term #1.

WHEREAS, the Parties now desire to renew and extend the Agreement, upon the terms and conditions as hereinafter set forth.

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 #3 as if set forth at length herein.
2. The Amendment Agreement is hereby extended for an additional one (1) year period commencing on January 1, 2023 and ending on December 31, 2023 (Renewal Term #2)
3. Pursuant to Paragraph 2 hereof, Article 2 of the Agreement entitled "Term of Agreement" is hereby amended to reflect the end date of Renewal Term #2 which is December 31, 2023.
4. The not to exceed cost to be paid by the County to Vendor during renewal Term #2 is \$25,635.00 as set forth on the annexed Schedule B-2, which is hereby incorporated into and made part of this Amendment #3.
4. Pursuant to Paragraph 4 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of \$88,905.00.
5. The annexed Schedule B-2 hereby supersedes and replaces Schedule B-1 (annexed to the Amendment #2) in its entirety.
6. Sexual Harassment Certification by Vendor. Pursuant to the New York State Finance Law §139-1, by execution of this Amendment #3, Vendor and the individual signing this Amendment #3 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>.

7. Except as modified by this Amendment #3, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #3, 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 #3 and the Agreement, the terms and conditions of this Amendment #3 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #3 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

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

DATE: _____

City of Middletown

By: _____
Name: Joseph DeStefano
Title: Mayor

DATE: _____

SCHEDULE B-2

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
4,323 units of Transportation	\$20.77 (per one way trip per person)	\$89,789.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$89,789.00 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 \$25,635.00;

(b) Anticipated Income – Voluntary contributions in the amount of \$4,323.00 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 \$59,831.00 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 \$4,323.00 projected on Schedule B-2 to the Agreement shall be borne by Vendor.

**COUNTY OF ORANGE
DEPARTMENT FOR THE AGING**



40 Matthews Street, Suite 305
Goshen, New York 10924
(845) 615-3726
FAX (845) 360-9266

MEMORANDUM

To: All Contracted Vendors
From: Joseph J. Malfa, Fiscal Manager
Date: 12/01/2022
Subject: Insurance Requirements

Please note the following insurance guidelines for vendors providing services for the Orange County Office For the Aging

The minimum requirements for insurance are as follows:

Type of Coverage	Limits of Coverage
Worker's Compensation	Statutory
Disability Benefits	Statutory
Professional Liability	\$1,000,000 each occurrence
(if commercially available for your profession)	\$3,000,000 aggregate

The certificate holder is to be addressed as follows:

County of Orange
c/o Orange County Office For the Aging
40 Matthews Street, 3rd Floor, Suite 305
Goshen, NY 10924

County of Orange or the certificate holder (as written above) is to be listed as **additional insured** with respects to liability and the work performed for Orange County. Professional liability is required for anyone who provides counseling services. If professional liability is listed on a separate certificate no additional insured statement is required.

Insurance coverage is required for the length of the contract. It is the responsibility of the vendor to provide updated insurance certificates upon expiration.

The following is a list of accepted forms:

Employer's Liability, General Liability, Professional Liability, Automobile Coverage

- A) ACORD form 25-S is acceptable proof of Coverage.

Workers' Compensation Requirements under Workers' Compensation Law §57

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) C-105.2 -- Certificate of Workers' Compensation Insurance. **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) DB-120.1 -- Certificate of Disability Benefits Insurance; **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

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: _____ Date: _____

Signature

**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 03.21.23

Index No: 60-23

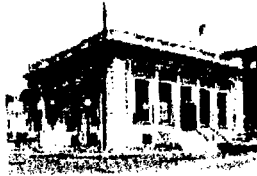
NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution accepting \$75,000 in Grants Awards for the Middletown Police Department
from the Division of Criminal Justice Services**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts two grants from the Division of Criminal Justice Services in the amount of \$57,500 and \$17,500, for a total of \$75,000 for operating expenses, contractual services, travel, equipment, property rental and or ownership costs, utilities, and or other operating expense to support the services and expenses of the City of Middletown Police Department.

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes these funds to be deposited in a separate budget expense line.

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 9, 2023

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

Dear Mayor DeStefano and members of the BOE,

The City of Middletown Police Department has been awarded \$57,500 AND \$17,500 in two separate grant from Division of Criminal Justice Services. The funding for these grants will be used for operating expenses, contractual services, travel, equipment, property rental and or ownership costs, utilities, and or other operating expense to support the services and expenses of the City of Middletown Police Department.

I am requesting to have a resolution prepared allowing us to accept this funding, and for this combined \$75,000 to be placed in a separate budget line.

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John Ewanciw", written over a horizontal line.

John Ewanciw
Chief of Police

JE:ccd

⑧



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director

Grant Award Notice

Grantee/Contractor: Middletown, City of/Middletown City Police Department	Date: 10/24/2022
Program Name: Public Safety Program	Award Amount¹: \$57,500
Contact Name: Chief John Ewanciw	Contract Materials Return Date: Within 30 days of receipt of this award notice
Email: jewanciw@middletownpolice.com	Contract # C103963
GMS Project ID #: LG22-1082-D00	DCJS #: LG22103963
Additional Information: Funds will be used for operating expenses, including but not limited to contractual services, travel, equipment, property rental and or ownership costs, utilities, and or other operating expenses to support the services and expenses of the City of Middletown (Police Department).	

Grant Questions	
Primary Contact: Robert Frost Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-2979 Email: robert.frost@dcjs.ny.gov	Secondary Contact: Lindsey Levandoski Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-7684 Email: lindsey.levandoski@dcjs.ny.gov

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Attachment: GMS Instruction Manual
(Please refer to pages 2 -4 of the manual on how to create a GMS login.)

^[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director

Grant Award Notice

Grantee/Contractor: Middletown, City of/Middletown City Police Department	Date: 10/3/2022
Program Name: Public Safety Programs	Award Amount¹: \$17,500
Contact Name: Chief John Ewanciw	Contract Materials Return Date: Within 30 days of receipt of this award notice
Email: jewanciw@middletownpolice.com	Contract # T103926
GMS Project ID #: LG22-1036-D00	DCJS #: LG22103926
Additional Information: Funds will be used for operating expenses, including but not limited to contractual services, travel, equipment, property rental and or ownership costs, utilities, and or other operating expenses to support the services and expenses of the City of Middletown Police Department.	

Grant Questions	
Primary Contact: Robert Frost Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-2979 Email: robert.frost@dcjs.ny.gov	Secondary Contact: Lindsey Levandoski Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-7684 Email: lindsey.levandoski@dcjs.ny.gov

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Attachment:
GMS Instruction Manual (*Please refer to pages 2-5 of the instruction manual for GMS user access.*)

[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

CITY OF MIDDLETOWN, NEW YORK

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.21.23

Index No: 61-23

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

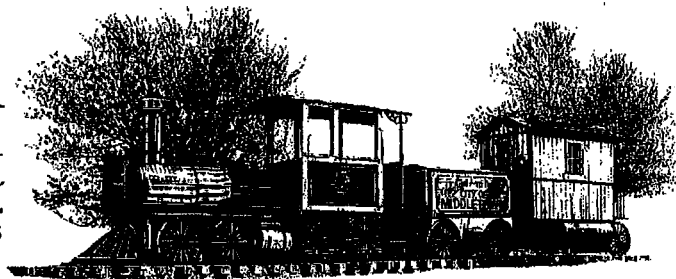
Resolution accepting a Free Little Library from the Minisink Valley Rotary Club

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to accept the donation of a Free Little Library from the Minisink Valley Rotary Club.

The library is already constructed and adult books have also been donated along with it. Our Parks Department will have to install a mount and then set it into the ground. We would like to install it near the dog park and gear the book selection towards adult books.

Middletown Recreation and Parks Department

893 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Monday, March 13, 2023

RE: Authorization to accept donation

Dear Board of Estimates & Council Members:

The Recreation & Parks Department is seeking authorization to accept the donation of a Free Little Library. The library is being donated by Minisink Valley Rotary Club. The library is already constructed and adult books have also been donated along with it. Our Parks Department will have to install a mount and then set it into the ground. We would like to install it near the dog park and gear the book selection towards adult books.

Sincerely,


Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

CITY OF MIDDLETOWN, NEW YORK

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.21.23

Index No: 62-23

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

Resolution awarding the Water Storage Tank Painting and Rehabilitation at Highland Avenue Bid to NUCO Painting Corp

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and awards the Water Storage Tank Painting and Rehabilitation at Highland Avenue Bid to NUCO Painting Corp of Islandia, New York in the amount of \$1,114,500.00. This includes base bid in the amount of \$1,094,500, plus the Alternate bid to add Cathodic Protection in the amount of \$20,000.00.

Project Funding Background: This project consists of three separate projects:

1. Highland Ave Tank Repainting and Rehab, subject of this memo.
2. Mountain Ave Tank Replacement.
3. High Barney Tank Replacement.

While the projects were authorized to proceed by the City, we applied and were awarded NYSEFC grant in the amount of \$2.965 million, and \$2.335 million in low-interest loans. Only the balance of the funds needed from all three tank projects will be funded directly by the City. The Cost estimate for the remaining two Tanks is \$4.9 million plus Engineering, land purchase, and other incidentals. Very soon we will be getting the bid prices for the Mountain Ave and High Barney Tanks, at which time we will have the exact cost to fund.

The Commissioner of Public Works will also work with the Mayor and City Treasurer to finalize all funding for the Three Water Storage Tanks projects.

Richard McCormack

From: J Tawil <jtawil14@yahoo.com>
Sent: Thursday, March 9, 2023 6:08 PM
To: Joseph DeStefano; J Miguel Rodrigues; Joseph Masi Yahoo; Jerry Kleiner; Andrew Green; Kathleen Wray; Paul Johnson; Jude A. Jean-Francois; Sparrow Tobin; Kevin Witt
Cc: Leonora Liz; Katie Gass; Richard McCormack; Mary Connolly
Subject: Highland Ave Water Storage Tank Painting & Rehab Bid Award Recommendation
Attachments: 2023-03-09-Highland-Rec of Award.pdf; Highland Tank-Bid Tab-Unofficial.pdf

Greetings,

We respectfully request Council Resolution to award the referenced bid to the lowest responsible qualified bidder, NUCO Painting Corp of Islandia, New York in the amount of \$1,114,500.00. This includes base bid in the amount of \$1,094,500, plus the Alternate bid to add Cathodic Protection in the amount of \$20,000.00.

Publicly advertised bids were received and opened during Board of Estimates meeting on 3/2/2023, with total of three bids received. Bids Tabulation sheet is enclosed.

Enclosed also is the project consultant CPL's letter recommending the award.

As part of the resolution, we are requesting authorization for City treasurer to borrow the fund in terms of a BAN or as she sees fit.

Project Funding Background: This project consists of three separate projects:

1. Highland Ave Tank Repainting and Rehab, subject of this memo.
2. Mountain Ave Tank Replacement.
3. High Barney Tank Replacement.

While the projects were authorized to proceed by the City, we applied and were awarded NYSEFC grant in the amount of \$2.965 million, and \$2.335 million in low interest loan. Only the balance for the funds needed from all three tank projects will be funded directly by the City. The Cost Estimate for the remaining two Tanks is \$4.9 million plus Engineering, land purchase and other incidentals. Very soon we will be getting the bid prices for the Mountain Ave and High Barney Tanks, at which time we will have exact cost to fund.

I'll be working with the Mayor and City Treasurer to finalize all funding for the Three Water Storage Tanks projects and will keep you updated.

Please feel free to call if you have any questions or comments to discuss.

Respectfully,

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

Middletown, New York 10940 |
T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



March 9, 2023

Jacob S. Tawil, PE
Commissioner of Public Works
City of Middletown
16 James Street
Middletown, NY 10940

**Re: Water Storage Tank Painting and Rehabilitation at Highland Avenue
Recommendation of Contract Award**

Dear Jacob:

We have reviewed the bids for the above referenced Project submitted on Thursday, March 2, 2023. There were three (3) bids received; you were previously provided with a tabulation of all bids.

NUCO Painting Corp (NUCO) of Islandia, NY submitted the low base bid of \$1,094,500.00. NUCO's bids for Add Alternate Nos. 1 (Cathodic Protection) and 2 (Hydrodynamic Mixing System) were \$20,000.00 and \$50,000.00, respectively.

NUCO's bid is complete including acknowledgement of Addendum No. 1, Addendum No. 2, and Bid Security. CPL has obtained and reviewed NUCO's Statement of Qualifications. We contacted references from current and past projects including the local Tnemec representative and multiple municipal contacts from previous and current similar projects of NUCO. NUCO understands the scope of work and is comfortable with their bid.

Based on our review of the bids, our conversation with NUCO, and references of past clients, we recommend that the bid be awarded to NUCO Painting Corp for the amount of \$1,114,500.00 (inclusive of Add Alternate No. 1).

Please contact me if you have any questions or if you wish to discuss further.

Very truly yours,

David A. Chase, PE, LEED AP
Senior Project Manager

C: File

BID TABULATION SHEET

PROJECT:	NEW WATER STORAGE TANK PAINTING AND REHABILITATION AT HIGHLAND AVE.									
OWNER:	CITY OF MIDDLETOWN									
ENGINEER:	CPL - 26 IBM ROAD, POUGHKEEPSIE, NY 12601									
CPL PROJECT NO.:	15794.00									
BID OPENING:	MARCH 2, 2023 - 4:00 P.M. - 16 JAMES STREET, MIDDLETOWN, NY 10940									

CONTRACTOR	COMPLETED BID FORM	SIGNED BID FORM	BID SECURITY	ACKNOWLEDGE ADDENDUM 1	ACKNOWLEDGE ADDENDUM 2	UNIT PRICES TOTAL (\$01.D)	BASE BID (\$01.E)	ALTERNATE 1 CATHODIC PROTECTION (\$01.F)	ALTERNATE 2 HYDRODYNAMIC MIXING SYSTEM (\$01.G)	Notes
Nuco Painting 8 Oval Drive Islandia, NY 11749	X	X	X	X	X	\$27,500.00	\$1,094,500.00	\$20,000.00	\$50,000.00	* Apparent Low Bidder
Amstar of Western NY 825 Rein Road Cheektowaga, NY	X	X	X	X	X	\$40,000.00	\$1,395,000.00	\$45,000.00	\$138,000.00	
US Tank Painting 900 Rike Drive Millstone Township, NJ 08535	X	X	X	X	X	\$71,000.00	\$1,171,000.00	\$58,000.00	\$147,000.00	

CITY OF MIDDLETOWN, NEW YORK

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.21.23

Index No: 63-23

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

Resolution adopting a revised Investment Policy for the City of Middletown

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and adopts the attached revised Investment policy to include NYCLASS and remove financial institutions the City no longer uses under section 65.7 designation of depositories.

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	\$20,000,000
Orange Trust Bank	\$25,000,000
NYCLASS	\$15,000,000

§ 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 pledged 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 depositories, 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 03.21.23

Index No: 64-23

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

Resolution authorizing an agreement with Loomis as the Plan Administrator for the City Sponsored Health Insurance Plan

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizing an agreement with Loomis to be the Plan Administrator for the City sponsored health insurance plan.

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

Loomis pricing is slightly less for a total of \$38.65 per enrollee per month. Also, the city will be able to offer FSA (to all eligible City Employee for a cost of \$5 per enrollee per month. The City will still see a cost savings on the tax end.

An FSA allows employers that offer this benefit to save the combined Medicare and Social Security tax rate of 7.65% on the value of FSA employee contributions. The employees can save between 15% to 40% on taxes when electing to contribute to an FSA depends on their tax bracket.

Richard McCormack

From: Leonora Liz
Sent: Thursday, March 16, 2023 12:09 PM
To: Richard McCormack
Subject: BOE Requests
Attachments: Investment Policy Update 3.14.23.docx; 2022 YE Over draft request.pdf



Leonora Liz
City Treasurer

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

To Board of Estimate and Apportionment:

1. Requesting from the Board of Estimate to approve the attached revised Investment policy to include NYCLASS and remove financial institutions the City no longer uses under section 65.7 designation of depositories.
2. Requesting from the Board of Estimate to approve the switch from Trustmark to Loomis as the plan administrator for the City sponsored health insurance plan. Loomis pricing is slightly less for a total of \$38.65 per enrollee per month. Also, the city will be able to offer FSA (to all eligible City Employee for a cost of \$5 per enrollee per month. The City will still see a cost savings on the tax end.

An FSA allows employers that offer this benefit to save the combined Medicare and Social Security tax rate of 7.65% on the value of FSA employee contributions. The employees can save between 15% to 40% on taxes when electing to contribute to an FSA. depends on their tax bracket.

Therefore, also requesting the authorization for the mayor to sign new contract agreement.

3. Requesting for the approval of the 2022 year end budget adjustment/transfer due to overdrafts.

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

ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN

The Loomis Company

(hereinafter referred to as "Benefit Services Manager")

AND

City of Middletown

(hereinafter referred to as "Employer")

May 01, 2023

I. CONSTRUCTION

This Administrative Services Agreement (the "Agreement") shall be enforced under the laws of the Commonwealth of Pennsylvania, and sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, if any, between the parties with respect to the subject matter hereof are hereby rescinded and made void.

This Agreement is for the purpose of establishing the terms and conditions under which the Benefit Services Manager agrees to provide administrative services for the benefit plan of the Employer in consideration for the payment by the Employer of the administration fee and any other fees or expenses described herein.

This Agreement will be interpreted to the laws of the Commonwealth of Pennsylvania, but is not to be misconstrued, in any part, to conflict with the laws or requirements of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"). Notwithstanding any provision of this Agreement to the contrary, it is understood that the Employer is at all times the "administrator" and "plan sponsor," as those terms are defined in Section 3(16) of ERISA, of a benefit plan, as defined in Section II of the Agreement. The Employer retains all final authority and responsibility for the administration and operation of the benefit plan as its named fiduciary within the meaning of Section 402(a) of ERISA.

II. BENEFIT PLAN

A benefit plan (the "Plan") under the Agreement is a plan properly adopted and executed by the Employer that is an "employee welfare benefit plan," as that term is defined under ERISA Section (3)(1). The Plan is hereby incorporated into and made a part of this Agreement. All definitions, terms, and conditions of the Plan shall apply to this Agreement. Any amendments to the Plan or changes to its operation will be automatically incorporated into this Agreement effective at the time such amendment or change is implemented by the Employer, communicated to eligible employees and committed in writing to the Benefits Services Manager. The Employer shall determine and verify that the Agreement is consistent with the terms of the Plan and its operation.

III. EMPLOYER RESPONSIBILITIES

It is understood and agreed that the Employer shall provide and be responsible for the expenses and costs of legal counsel, actuaries, certified public accountants, investment counselors, investment analysts or any similar type of services performed for the Plan or the Employer. However, the Benefit Services Manager may, subject to the Employer's prior approval, engage such services at the Employer's expense and the Employer shall be solely

responsible for determining the appropriateness of such services, from a fiduciary standpoint, and the costs and expense thereof.

A. Administration

Employer shall:

1. Furnish the Benefit Services Manager with a detailed description of the Plan, including all Plan documents and any amendments or changes thereto.
2. Determine the claims administration procedures and practices to be followed which are not self-evident from the Plan.
3. Determine the eligibility of employees who may participate in the Plan and receive benefits under the Plan, based upon the terms of the Plan.
4. Distribute enrollment materials, ID cards, Summary Plan Descriptions ("SPD"), and other pertinent materials to employees, unless otherwise agreed to by both parties in a timely manner or as in accordance with ERISA.
5. Notify the employees of the Employer's ultimate responsibility for premium and benefit payments under the Plan, of the Benefit Services Manager's role as a service agency, and provide all information within the time frame required by ERISA.
6. Produce and distribute SPDs to eligible employees and dependents, unless otherwise agreed to by both parties, within the time frame required by ERISA.
7. Provide the following information, in writing, to eligible employees and dependents:
 - (a) Schedule of benefits provided by the Plan.
 - (b) Changes in benefits provided by the Plan.
 - (c) Notification, when appropriate, that individuals covered by the Plan are not insured or are only partially insured.
 - (d) If the Plan is not insured, explanation that in the event the Plan or the Employer does not ultimately pay eligible medical expenses under the Plan for any reason, individuals covered by the Plan may be liable for those expenses.

- (e) Explanation that the Benefit Services Manager merely processes claims and does not insure that any medical expenses of individuals covered by the Plan will be paid.
 - (f) Statement that while complete and proper claims for benefits made by individuals covered by the Plan will be promptly processed, in the event there are delays in processing claims, the individuals covered by the Plan shall have no greater rights to interest or other remedies against the Benefit Services Manager than as otherwise afforded them by law.
- 8. Upon request by the Department of Labor, furnish the SPD or other Plan document(s) to the Department of Labor within thirty (30) days of the agency's request per ERISA Section 104(a)(6), as amended by the Taxpayer Relief Act of 1997 Section 1503.
 - 9. Pay the Benefit Services Manager for administrative services performed, as outlined in Exhibit A, monthly and in a timely fashion.
 - 10. Provide all necessary information in a timely manner so that the Benefit Services Manager may timely pay premiums and benefits claims, as required by the Plan or the provisions of ERISA, and otherwise carryout its responsibilities under Section IV of the Agreement.

B. Funding

The responsibility and obligation to provide funds to pay premiums and benefits under the Plan shall be solely and totally the responsibility of the Employer. The Employer shall:

- 1. Adequately fund the designated established custodial bank account no later than 48 hours after receipt of notice by the Employer for funding ("Notice") from the Benefit Services Manager to assure timely payment of premiums or benefits. In the case of a failure by the Employer to adequately fund a Bank Account within 48 hours of receipt of Notice from the Benefit Services Manager:
 - (a) In the case of a Bank Account established by the Benefit Services Manager, such account shall immediately be closed, immediately followed by the Employer's establishment of a Bank Account at the Employer's bank; provided, however, that if the Agreement is terminated pursuant to section VI.C.4.(c) of the Agreement, no such Employer's account shall be established, and the following subsection (b) shall apply to the Bank Account.

- (b) The Bank Account shall be kept open for a period of 14 calendar days from the date a claims payable report is issued to the Employer by the Benefit Services Manager. An additional fee will be charged by the Benefit Services Manager to maintain the Bank Account during the 14 day period.
- 2. Issue instructions to its bank consistent with the terms of this Agreement.

C. Cost Containment

- 1. It is understood and agreed that the Benefit Services Manager is authorized to enter into agreements with organizations to secure network providers, prescription benefit management companies and other organizations to negotiate discounts and/or preferred pricing on expenses relative to the Plan covered by the Plan.
- 2. It is understood and agreed that the Employer agrees to be bound by the terms of such agreements, including provisions that the Benefit Services Manager and other such organizations be paid certain percentages or fees for services performed.

IV. BENEFIT SERVICES MANAGER RESPONSIBILITIES

It is understood and agreed that services performed under the Agreement by the Benefit Services Manager for the Employer shall be limited solely to those functions which are defined in Department of Labor Regulations 29 Code of Federal Regulations §2509.75-8 as purely ministerial within a framework of policies, interpretations, rules, practices and procedures made by the Employer. The Employer shall retain the responsibility to interpret the provisions of the Plan.

A. Claims Administration

- 1. Maintain records in conjunction with the administrative service to be performed hereunder.
- 2. Provide claim forms in accordance with ERISA for use by Plan participants suitable for filing claims.
- 3. Process claims received in a manner consistent with industry standards.

4. Prepare monthly reports of claims paid and total amounts charged to the Bank Account and provide, as needed to the reinsurer, a detailed prescription card claims experience report.
5. Notify the excess loss insurer of any and all claims, for which it may have any liability, including any contested claims, which may require the excess loss insurer to agree to the method of handling such claims.

B. General Administration

1. Provide the following services and materials:
 - (a) Suitable facilities, personnel, procedures, forms and instructions to facilitate the administration of claims within the framework established by the Employer under the Plan.
 - (b) Unless otherwise agreed to by both parties, preparation assistance of the Plan document and the SPD. Employer shall be responsible for printing costs.
 - (c) Preparation and delivery of identification cards and enrollment material for the Plan to the Employer for distribution to employees;
 - (d) Unless otherwise agreed to by both parties, preparation and delivery of the following in relation to requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"):
 - (i) Notice of Special Enrollment Rights, which will be mailed to the employees or dependents as appropriate upon enrollment.
 - (ii) A sample Notice of Plan's Pre-existing Conditions Exclusion, which will be sent to employees directly.
 - (iii) A Notification to Individual of Period of Pre-existing Condition Exclusion, which will be sent to a covered employee/dependent following receipt of a Certificate of Creditable Coverage; and
 - (iv) A Certificate of Creditable Coverage for the period of coverage for which the Benefit Services Manager provided administrative services, which will be sent to a covered employee/dependent following termination of such person's coverage under the Plan.
 - (e) Unless otherwise agreed to by both parties, preparation and delivery of the following in relation to requirements of the Consolidated Omnibus and Budget Reconciliation Act of 1985 (COBRA);

- (i) Notice of COBRA rights to be sent to qualified beneficiaries following a qualifying event; and
 - (ii) An invoice for the premium for COBRA coverage to be sent to those qualified beneficiaries who elect COBRA coverage.
 - (f) Maintenance of all files having to do with the Plan and other basic documents, correspondence with the insurance carrier, re-insurance claims for a period of six years after the transaction to which they respectively relate.
 - (g) Computations and arrangements for the payment of insurance premiums in accordance with the master contract of insurance and Plan eligibility rules, and schedule payment of other ordinary Plan expenses.
 - (h) Maintenance of an employee record file, which will reflect the employee's name, social security number, date of birth, name of beneficiary, marital status, gender, and information as to eligible dependents, if any.
 - (i) Compliance with HIPAA privacy regulations regarding protected health information, as set forth in Appendix C to the Agreement.
- 2. Prepare an invoice, prior to the 15th of each month, for the required reimbursement, administrative fees, and insurance premiums, if any.
 - 3. Maintain procedures necessary for receiving and processing all claims for benefits under the Plan, and the distribution of checks for payment of claims after appropriate adjustments have been made.
 - 4. Make a preliminary recommendation regarding claims to plan benefits, subject in all cases to final decision by the Employer.
 - 5. Review with the Employer any disputed claims. If the Employer denies a claim for benefits, the Benefits Services Manager shall notify such claimant of the denial and the right of review of the denial and appeal in accordance with the claims procedure requirements of ERISA and as described in the Plan.
 - 6. Answer all routine telephone calls, correspondence and personal inquiries from the Employer or from employees in order to make recommendations regarding the requirements and procedures of the Plan. (In accordance with the ministerial duties described in Department of Labor regulations, this

includes the details of the benefits provided and eligibility therefor, as well as how claims forms may be obtained and should be submitted, etc.)

7. Provide, upon the written approval of the Employer, other members of the Employer's staff, legal counsel and/or consultants with information pertaining to the services provided hereunder as may be reasonably requested, providing such information is not otherwise protected from dissemination under applicable law. The provision of additional information shall be invoiced as a special service fee.
8. Prepare or assist the accountant, actuary, attorney and consultants to the Employer or the Plan in the preparation and filing of any federal and state reports which may be required by law; including arranging for and interfacing with CPA audits which will be billed as a special service fee. Such preparation or assistance by the Benefit Services Manager to be invoiced as a special service fee.
9. Accumulate, correlate and distribute reporting Forms 1099 to those Plan providers who qualify.
10. Provide to the Employer and for the Employer's broker of record, if any, all data pertinent to the renewal of the Plan including reinsurance, funding recommendations, Plan changes required by federal legislation, or recommended changes for cost containment, etc., on a timely basis.
11. Prepare the necessary materials and provide to the Employer the information necessary for completion of the Form 5500 Annual Return/Report of Employee Benefit Plan. The Benefit Services Manager will, only as agreed to by both parties, complete and file the Form 5500 for the fee listed in Exhibit A.
12. Establish a custodial bank account on the employers behalf at the financial institution designated by the Benefit Services Manager. Custodial bank accounts are included as part of the current administrative fees. The Benefit Services Manager reserves the right to charge for any banking fees should there be a change in fee structures with our financial organization.

C. Cost Containment:

1. Provide or arrange for the provision of cost containment services. Such services may include preferred provider arrangements, provider discount negotiations, medical services review, utilization review, large case management, and/or pharmacy benefit management.
2. Notify the Employer of changes in the fees for such services.

V. ADMINISTRATIVE FEES

- A. The administrative fees will be as shown in Exhibit A attached hereto.
- B. If the Plan is changed and the expense of administration is increased, the Benefit Services Manager shall have the right to increase fees at that time.
- C. Notwithstanding B., the Benefit Services Manager shall have the right to change the administrative fee on any anniversary by giving thirty (30) days written notice to the Employer.
- D. Commissions from stop loss coverage and prescription drug fees will be retained by the Benefit Services Manager as additional administrative fees for services performed on behalf of the Employer to maintain the plan.
- E. Commissions from Virtual Credit Card or Electronic Payment organizations will be retained by the Benefit Services Manager as additional administrative fees for services required to support these mandated capabilities.

VI. MISCELLANEOUS

- A. Liability
 - 1. This is an agreement between the Employer and the Benefit Services Manager for administrative services that are purely ministerial in nature in accordance with Department of Labor Regulation 29 CFR §2509.75-8. The Benefit Services Manager shall not be a named fiduciary under the Plan and shall not perform such functions for the Employer or the Plan as would subject it to liability as a fiduciary under Section 3(21)(A) of ERISA. The Employer is the fiduciary and retains all final authority and responsibility for claims and expenses under the Plan, as well as interpretation of Plan provisions for such purposes. The Benefit Services Manager does not insure nor underwrite the liability of the Employer but is empowered to act on behalf of the Employer in connection with the administration of the Plan only as expressly stated in this agreement. Administrative fees do not include premium for excess loss coverage purchased, if any. (Please refer to your excess loss policy for such premium.)

2. The Employer hereby agrees to indemnify, defend and hold harmless the Benefit Services Manager, its directors, officers, employees and agents against and with respect to any claim, liability (including, without limitation, any compensatory and/or punitive damages awarded any plaintiff), loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees, costs and expenses incurred in investigating, preparing, defending against or prosecuting any litigation or claim, action, suit, proceeding or demand) of any kind or character arising out of, or in any manner incident, relating or attributable to the recovery of, or attempt to recover, benefits by any person under the Plan, including, but not limited to, any claims, demands, administrative proceedings, or lawsuits related thereto. For purposes of this section, the term "person" means any individual, corporation, partnership, association, limited liability company, trust, estate or other entity.
3. During the term of this Agreement, the Benefit Services Manager agrees to indemnify the Employer and hold it harmless against any and all loss, damage, and expense with respect to this Plan resulting from or arising out of the dishonest, fraudulent, or criminal acts of the Benefit Services Manager's employees, acting alone or in collusion with others. The Benefit Services Manager shall maintain blanket bond coverage with a limit of not less than \$1,000,000.
4. This Agreement shall not be assigned by the Benefit Services Manager, or its duties, obligations or responsibilities hereunder delegated to any other person or entity without the prior written approval of the Employer.
5. The Benefits Services Manager shall use its best efforts at all times to process claims in a timely manner. The Benefits Services Manager shall not, however, be held responsible for lost discounts, nor for any claims received during the last 15 days of a stop/loss plan year which for whatever reasons are not paid and hence are not eligible for reimbursement under such stop/loss provisions.
6. If the Employer purchases stop/loss insurance from any insurance carrier, any claims that the Employer may want paid that are not covered under the terms and conditions of the Plan will not be included as covered claims for purposes of the stop/loss contract.

B. Premium Taxes or Assessments

Any premium taxes or other assessments related to the Plan are the responsibility of the Employer and not the Benefit Services Manager and the Employer shall

hold the Benefit Services Manager harmless and indemnify the Benefit Services Manager for any such charges levied against the Benefit Services Manager.

C. Term of Agreement, Termination and Revision

1. The initial term of this Agreement shall be for a period of one (1) year from the effective date of the Agreement. Thereafter, either the Employer or the Benefit Services Manager may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other. This Agreement may be revised by written agreement signed by both parties, except as otherwise herein provided.
2. Should the Benefits Services Manager fail to perform the duties contained herein, the Employer shall notify the Benefits Services Manager of such failure in writing. The Benefits Services Manager shall be granted a period not to exceed thirty (30) calendar days to effect correction of such failure. Should the Benefits Services Manager fail to correct such failure to the satisfaction of the Employer, the Employer shall have the right to terminate this Agreement effective with written notice of such termination.
3. Termination of this Agreement shall not alter nor impair any rights of either party accrued under this Agreement through the date of termination. The respective rights and obligations of the parties under Section VI A, Articles 1 and 2 of this Agreement shall survive any termination of this Agreement.
4. This agreement will terminate immediately upon the earliest of the following:
 - (a) Termination of the Plan;
 - (b) Failure of the Employer to pay administrative fees by the end of the month for which they are due;
 - (c) Failure of the Employer to fund the Bank Account as necessary for the payment of checks issued on behalf of the Employer for premium or benefit payments under the Plan; provided employer fails to provide funds within 48 hours of receipt of notice by the Benefit Services Manager; and/or
 - (d) The egregious or on-going failure of the Employer to perform its fiduciary duties with respect to the Plan or to provide information to the Benefit Services Manager necessary to perform its duties in a timely manner in accordance with the Agreement or the provisions of ERISA.

5. This Agreement may not be revised except by written agreement signed by both parties or as otherwise herein provided.
6. Employer will be liable for all checks issued by the Benefit Services Manager from the Bank Account within the terms of this Agreement and within a reasonable time following discontinuance of the Agreement. All checks issued that are outstanding upon termination of this Agreement are the liability and responsibility of the Employer. Requests for payment of claims after this Agreement terminates will be processed for a fee per claim for a period to be negotiated following termination.
7. If this Agreement terminates and Employer requests the Benefit Services Manager not to process run-out claims, Benefit Services Manager shall forward to the Employer or other subsequent administrator such individual claim forms and other records as the Employer may reasonably require for the administration of the Plan or any plan adopted in its place.

In witness whereof, Employer and Benefit Services Manager have caused this Agreement to be executed by these respective officers duly authorized to do so.

CITY OF MIDDLETOWN

THE LOOMIS COMPANY

By: _____

By: _____

Print Name: _____

Print Name: Tom Forsberg

Title: _____

Title: President – Benefits Division

Date: _____

Date: _____

EXHIBIT A

ADMINISTRATIVE FEES

Plan Sponsor: City of Middletown
Effective Date: May 01, 2023
Set-Up Fee: Waived

Year Beginning 05/01/2023

Medical Claims Administration	\$28.00 per employee per month						
Teladoc Services	<table><tr><td><u>Teladoc Fee</u></td><td><u>Loomis Management Fee</u></td></tr><tr><td>\$2.50</td><td>0.25</td></tr></table> (All fees are based on per employee per month)	<u>Teladoc Fee</u>	<u>Loomis Management Fee</u>	\$2.50	0.25		
<u>Teladoc Fee</u>	<u>Loomis Management Fee</u>						
\$2.50	0.25						
Flexible Spending Account Administration	\$5.00 per participant (one or both)						
Reference Base Pricing	<table><tr><td><u>Name</u></td><td><u>Fee</u></td><td><u>Loomis Network Management Fee</u></td></tr><tr><td>ClaimDoc</td><td>10% of Billed Charges</td><td>\$0</td></tr></table> \$25,000 CAP for Claims pre-certified \$50,000 CAP for Claims not pre-certified	<u>Name</u>	<u>Fee</u>	<u>Loomis Network Management Fee</u>	ClaimDoc	10% of Billed Charges	\$0
<u>Name</u>	<u>Fee</u>	<u>Loomis Network Management Fee</u>					
ClaimDoc	10% of Billed Charges	\$0					
Subrogation Services (The PHIA Group)	25% of Savings						
COBRA and HIPAA Administration	\$1.00 per employee per month						
Utilization Review	<table><tr><td><u>UR Company Name</u></td><td><u>UR Company Fee</u></td><td><u>Loomis UR Management Fee</u></td></tr><tr><td>Hines & Associates</td><td>\$6.15</td><td>\$0</td></tr></table> (All fees are based on per employee per month)	<u>UR Company Name</u>	<u>UR Company Fee</u>	<u>Loomis UR Management Fee</u>	Hines & Associates	\$6.15	\$0
<u>UR Company Name</u>	<u>UR Company Fee</u>	<u>Loomis UR Management Fee</u>					
Hines & Associates	\$6.15	\$0					
Form 5500 Filing	N/A						
RX Administration Fee	\$1.00 per employee per month						
ID Card Production and Mailing	Included						

THE RATES LISTED ABOVE MAY INCLUDE ADDITIONAL FEES FROM THE LOOMIS COMPANY FOR ADMINISTRATIVE COSTS ASSOCIATED WITH PROVIDING THE RESPECTIVE SERVICES.

**FORM BUSINESS ASSOCIATE ADDENDUM
PREAMBLE**

Employer (“Covered Entity”) and Benefit Services Manager (“Business Associate”) (jointly “the Parties”) agree to incorporate the terms of this Addendum within the Administrative Services Agreement to comply with the requirements of: (i) the implementing regulations at 45 C.F.R. Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (*i.e.*, the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules (“the Implementing Regulations”)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”) that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) (“the Final Regulations”). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as “the HIPAA Requirements.”

Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services (“DHHS”) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

- (a) “*Breach*” shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) “*Business Associate Subcontractor*” shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) “*Electronic PHF*” shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (d) “*Limited Data Set*” shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual: (i) Names; (ii) Postal address information, other than town or city, State, and zip code; (iii) Telephone numbers; (iv) Fax

numbers; (v) Electronic mail addresses; (vi) Social security numbers; (vii) Medical record numbers; (viii) Health plan beneficiary numbers; (ix) Account numbers; (x) Certificate/license numbers; (xi) Vehicle identifiers and serial numbers, including license plate numbers; (xii) Device identifiers and serial numbers; (xiii) Web Universal Resource Locators (URLs); (xiv) Internet Protocol (IP) address numbers; (xv) Biometric identifiers, including finger and voice prints; and (xvi) Full face photographic images and any comparable images.

- (e) “*Protected Health Information*” or “*PHI*” shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term “Protected Health Information” or “PHI” in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.
- (f) “*Security Incident*” shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (g) “*Unsecured Protected Health Information*” shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.
- (h) All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. **GENERAL TERMS**

- (a) In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- (b) Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.

- (c) Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

4. **SPECIFIC REQUIREMENTS**

- (a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.
- (b) Privacy of Protected Health Information
- (i) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for “Treatment, Payment, and Health Care Operations,” as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity’s obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
- (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(e)(ii) below.
- (2) Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.
- (ii) *Business Associate Obligations.* As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate’s own operations if: (1) the use relates to: (1) the proper management
-

and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or (2) the *disclosure* of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

- (iii) *Minimum Necessary Standard and Creation of Limited Data Set.* Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.
- (iv) *Access.* In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.
- (v) *Disclosure Accounting.* Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.
- (vi) *Amendment.* Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.
- (vii) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.* If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.
- (viii) *Return or Destruction of PHI.* Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that

return or destruction of the PHI is not feasible, (a) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) *Availability of Books and Records.* Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Addendum.

(x) *Termination for Breach.*

(1) Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Addendum.

(2) Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.

(c) Information and Security Standards

(i) Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.

(ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

(iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall: (1) Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements; (2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI; (3) Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful

Security Incidents or Breaches to Covered Entity as specified in Section 4(e)(iii)(1); (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(e)(iii)(2); (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI; (6) Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this Addendum with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) Compliance with HIPAA Transaction Standards

- (i) *Application of HIPAA Transaction Standards.* Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Addendum for the Covered Entity. As provided for in Section 4(a) above, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that: (1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (2) Adds any data element or segment to the maximum defined data set; (3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (4) Changes the meaning or intent of the Standard Transaction's implementation specification.
- (ii) *Specific Communications.* Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise

by the Parties in writing, all communications (if any) for purposes of “Enrollment” as that term is defined in 45 C.F.R. Part 162, Subpart O or for “Health Covered Entity Premium Payment Data,” as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

- (iii) *Communications Between the Business Associate and the Covered Entity.* All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(e) Notice and Reporting Obligations of Business Associate

- (i) *Notice of Non-Compliance with the Addendum.* Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.
- (ii) *Notice of Breach.* Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.
 - (1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity’s direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.
 - (2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity’s obligations under the HIPAA Requirements and any other

security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) *Reporting Obligations.*

- (1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such non permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:
 - a. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
 - b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
 - c. Identify the PHI accessed, used, or disclosed (*e.g.*, name; social security number; date of birth);
 - d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;
 - e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and f. Provide such other information, including a written report, as the Covered Entity may reasonably request.
- (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4); (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

(iv) *Termination.*

- (1) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
- (2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

(V) ***CONTINUING PRIVACY AND SECURITY OBLIGATIONS.*** business associate's and the covered entity's obligation to protect the privacy and security of the phi it created, received, maintained, or transmitted in connection with services to be provided under the agreement and this addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this addendum or the agreement. business associate's other obligations and rights, and the covered entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this addendum, are those set forth in this addendum and/or the agreement

APPENDIX A
STATE REGULATIONS

1. In certain states, including but not limited to Arizona, Connecticut, Idaho, Indiana, Kansas, Minnesota, Mississippi, Nevada, New Hampshire, Oregon and Tennessee, Loomis Benefits, Inc., replaces The Loomis Company as Benefit Services Manager.
2. In order to comply with requirements of certain states to include specific language in health benefit administrative service agreements, the following, where relevant, is made a part of this Agreement:
 - (a) Payment to Benefit Services Manager of any premiums or charges for insurance by or on behalf of insured persons shall be deemed to have been received by Employer, and the payment of return premiums or claims by Employer to Benefit Services Manager shall not be deemed payment to the insured person or claimant until such payments are received by the insured person or claimant. Nothing herein shall limit any right of Employer against Benefit Services Manager resulting from its failure to make payments to Employer, insured persons or claimants.
 - (b) Recordkeeping requirements.
 - 1) Benefit Services Manager shall maintain at its principal administrative office, for the duration of the Agreement and five (5) years thereafter, adequate books and records of all transactions between Benefit Services Manager and Employer and insured persons. Such books and records shall be maintained in accordance with prudent standards of insurance record keeping. The commissioner shall have access to such books and records for the purpose of examination, audit and inspection.
 - 2) Any trade secrets contained therein, including, but not limited to, the identity and addresses of policyholders and certificate holders, shall be confidential, except the commissioner may use such information in any proceedings instituted against Benefit Services Manager.
 - 3) Employer shall retain the right to continuing access to such books and records of Benefit Services Manager sufficient to permit Employer to fulfill all of its contractual obligations to insured persons, subject to any restrictions in the Agreement between Employer and Benefit Services Manager concerning the proprietary rights of the parties in such books and records.
 - 4) The commissioner shall collect the proper charges incurred in such examination.
 - (c) Benefit Services Manager may use only such advertising pertaining to the business underwritten by Employer as has been approved by Employer in advance of its use.
 - (d) All insurance charges or premiums collected by Benefit Services Manager on behalf of or for Employer, and return premiums received from Employer, shall be held by Benefit Services Manager in a fiduciary capacity. Such funds shall be immediately remitted to the person or persons entitled thereto, or shall be deposited promptly in a fiduciary bank account established and maintained by Benefit Services Manager. If charges or premiums so deposited have been collected on behalf of or for more than one insurer, Benefit Services Manager shall cause the bank in which such fiduciary account is maintained to keep records clearly recording the deposits in and withdrawal from such account on behalf of or for each insurer. Benefit Services

Manager shall promptly obtain and keep copies of all such records and, upon request of an insurer, shall furnish such insurer with copies of such records pertaining to deposits and withdrawals on behalf of or for such insurer. Benefit Services Manager shall not pay any claim by withdrawals from such fiduciary account. Withdrawals from such account shall be made, as provided in the Agreement between Benefit Services Manager and Employer, for:

- 1) Remittance to Employer if entitled thereto;
 - 2) Deposit in an account maintained in the name of Employer;
 - 3) Transfer to and deposit in a claims paying account, with claims to be paid as provided in Section (f) below;
 - 4) Payment to a group policyholder for remittance to the insured entitled thereto;
 - 5) Payment to Benefit Services Manager of its commission, fees or charges; or
 - 6) Remittance of return premiums to the person or persons entitled thereto.
- (e) All claims paid by Benefit Services Manager from funds collected on behalf of Employer shall be paid only on drafts, checks or electronic transfers of and as authorized by Employer.
- (f) Administrator's compensation not contingent on claim experience.
- 1) Compensation to Benefit Services Manager shall in no way be contingent on claim experience.
 - 2) This section shall not prevent the compensation of Benefit Services Manager from being based on premiums or charges collected or number of claims paid or processed.
- (g) Notice to insured persons - Notice to persons purchasing coverage.
- 1) Benefit Services Manager shall provide a written notice approved by Employer, to insured individuals, advising them of the identity of and relationship among Benefit Services Manager, Employer and insured individuals.
 - 2) When Benefit Services Manager collects funds, it shall identify and state separately in writing to the person paying Benefit Services Manager any charge or premium for insurance coverage, the amount of any such charge or premium specified by Employer for such insurance coverage.

CITY OF MIDDLETOWN, NEW YORK

**COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.21.23

Index No: 64-23

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

Resolution authorizing 2022 Year-End budget adjustments/transfers

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 attached 2022 Year-End budget adjustments and transfers due to over drafts.

City of Middletown
Year-end Overdraft Request
As of 03/15/2023

FROM				TO		
Dept.	Account	Description	Amount	Account	Description	Amount
Common Council						
	A.1010.200	OTHER EQUIPMENT	(0.97)	A.1010.100	PERSONAL SERVICES	20,776.71
	A.1010.400	CONTRACTUAL SERVICES	(9,405.15)	A.1010.103	OVERTIME	121.82
	A.1010.405	CHANNEL 20	-3,700.00			
	A.1010.433	PERSONNEL TRAINING	-38.49			
	A.1010.440	REPAIRS TO EQUIPMENT	-800			
	A.1010.464	RECORDS MANAGEMENT	-3,797.50			
	A.1010.480	OFFICE EXPENSE	-3,001.52			
	A.1010.490	PRINTING	(154.90)			
			<u>\$ (20,898.53)</u>			<u>\$ 20,898.53</u>
	Due to personnel payment of John Nuamchik and Richard McCormick and other personnel expenses					
Finance						
	A.1325.103	OVERTIME	(1,500.00)	A.1325.100	PERSONAL SERVICES	5,643.77
	A.1325.400	CONTRACTUAL SERVICES	(2,633.94)	A.1325.104	CSEA LONGEVITY PAY	0.83
	A.1325.433	PERSONNEL TRAINING	-867.38	A.1325.479	EQUIPMENT RENTAL	671.86
	A.1325.460	COLLECTION AGREEMENT	(509.82)			
	A.1325.480	OFFICE EXPENSE	-498.99			
	A.1331.900	GENERAL EXPENSE	(306.33)			
			<u>\$ (6,316.46)</u>			<u>\$ 6,316.46</u>
	Over due to increase cost in personnel (Anna & Helen)					
Corp. Counsel						
	A.1420.480	OFFICE EXPENSE	(2,540.86)	A.1420.479	EQUIPMENT RENTAL	217.04
			<u>\$ (2,540.86)</u>	A.1420.100	PERSONAL SERVICES	2,323.82
						<u>\$ 2,540.86</u>
	increase cost in printing, comptime payout					

<u>Civil Service</u>				
A.1430.400	CONTRACTUAL SERVICES	(105.40)	A.1430.100	PERSONAL SERVICES
A.1430.401	TRAVEL EXPENSE	(48.82)	A.1430.480	OFFICE EXPENSE
A.1430.479	EQUIPMENT RENTAL	-701.86		
A.1440.400	CONTRACTUAL SERVICES	(3,000.00)		
A.1331.900	GENERAL EXPENSE	(11,756.12)		
		<u>\$ (15,612.20)</u>		<u>\$ 15,612.20</u>
Over due to salary increase and increase in part time hours from (1040 to 1577 hrs)				
<u>Public Works Admn</u>				
A.1490.480	OFFICE EXPENSE	\$ (623.90)	A.1490.479	EQUIPMENT RENTAL
				\$ 623.90
over due to increase cost in printing				
<u>Public Safety Program</u>				
A.3010.409	clothing allowance	(390.00)	A.3010.463	SAFETY & HEALTH
			A.3010.465	DRUG TESTING
		<u>\$ (390.00)</u>		<u>\$ 140.00</u>
				250.00
				<u>\$ 390.00</u>
<u>Police</u>				
A.3120.110	PART-TIME OFFICERS	(39,596.78)	A.3120.108	207C-POLICE
				POLICE DEPT..SAFE SUMMER YOUTH
			A.3120.525	ENGAGEMENT
			A.3124.103	POLICE TRAFFIC SERVICES.OVERTIME
			A.3140.103	OVERTIME
			A.3141.103	OVERTIME
		<u>\$ (39,596.78)</u>		<u>\$ 14,264.60</u>
				3,316.10
				1,926.76
				5,347.21
				<u>\$ 14,742.11</u>
				<u>\$ 39,596.78</u>
<u>Parks & Rec</u>				
A.7020.200	OTHER EQUIPMENT	(4,551.49)	A.7020.08	GENERAL
A.7020.210	OFFICE EQUIPMENT	(141.66)		RECREATION..MIDDLETOWN
A.7020.401	TRAVEL EXPENSE	(22.12)	A.7020.100	PERSONAL SERVICES
A.7020.417	GAS & OIL	(3,933.09)	A.7180.100	PERSONAL SERVICES
A.7020.481	TELEPHONE EXPENSE	(1,090.35)	A.7200.100	PERSONAL SERVICES
		<u>\$ (9,738.71)</u>	A7020.480	OFFICE EXPENSE
				<u>\$ 366.60</u>
				3,073.69
				286.58
				4.20
				<u>\$ 6,007.64</u>
				<u>\$ 9,738.71</u>

Other

A.9000.810	STATE RETIREMENT SYSTEM	(196,202.71)	A.9000.860	STATE HEALTH INSURANCE	483,795.14
A.9000.840	WORKMENS COMPENSATION	(85,187.86)	A.9000.889	DENTAL/OPTIC INS-CSEA	64,200.58
A.9000.842	COMP-VOL FIRE	-24,974.00	A.9000.896	MEAL ALLOWANCE	190.00
A.9000.850	UNEMPLOYMENT INSURANCE	-48,306.00	A.9710.701	INTEREST ON INDEBTEDNESS	178,639.67
A.9000.890	WELFARE FUND INS-POL & FIRE	-1,000.00			
A.9000.891	DENTAL INSURANCE-MGT	-90,227.95			
A.9000.893	DISABILITY INSURANCE	(39,552.91)			
A.9000.830	SOCIAL SECURITY PAYMENTS	(62,734.29)			
		<u>\$ (548,185.72)</u>			<u>\$ 726,825.39</u>

Additional Budget Amendment for 2022 BAN Payment

Increase Revenue			Increase Expense		
A.5031	Interfund Transfer	466,361.00	A.9730.600	PRINCIPLE ON INDEBTNESS	466,361.00
General Fund Balance		(2,994,579.09)	To		2,994,579.09

*** need to reflect 2022 BAN Payment for DRI grant, the funds will be paid back to the General Fund as we receive grant reimbursement.

Community Development

CD.8686.200	OTHER EQUIPMENT	(2,000.00)	CD.8686.100	PERSONAL SERVICES	9,180.32
CD.8686.400	CONTRACTUAL SERVICES	(42.18)	CD.8686.456	CD PROGRAM RELATED EXPENSE	2,357.72
CD.8686.418	AUTO EXPENSE	(1,317.45)	CD.8686.830	SOCIAL SECURITY PAYMENTS	584.37
CD.8686.433	PERSONNEL TRAINING	(1,500.00)	CD.8686.835	MTA MOBILITY TAX	36.20
CD.8686.440	REPAIRS TO EQUIPMENT	(1,000.00)	CD.8686.891	DENTAL INSURANCE-MG	336.73
CD.8686.457	CD PROGRAM ELEMENTSSBL/PUB	(125.39)	CD.8686.482	ADVERTISING	0.78
CD.8686.701	INTEREST ON INDEBTEDNESS	(5,774.63)			
CD.8686.481	TELEPHONE EXPENSE	(736.47)			
		<u>\$ (12,496.12)</u>			<u>\$ 12,496.12</u>

Water

F.1331.900	GENERAL EXPENSE	(22,655.73)	F.1900.950	TAXES ON CITY PROPERTY	37,894.14
F.1900.481	TELEPHONE EXPENSE	(3,097.90)	F.8310.100	PERSONAL SERVICES	4,310.23
F.1900.910	LIABILITY INS. - PREMIUM	(12,797.30)	F.8310.480	OFFICE EXPENSE	6,078.76

F.8310.400	CONTRACTUAL SERVICES	(26,652.87)	F.9000.810	STATE RETIREMENT SYSTEM	4,907.96
F.8320.100	PERSONAL SERVICES	(39,398.06)	F.9000.861	HEALTH INS-RETIRES	32,184.49
			F.8310.104	CSEA LONGEVITY PAY	0.25
			F.9730.701	INTEREST ON INDEBTEDNESS	44.62
			F.9730.900	GENERAL EXPENSE	3,778.91
			F.8330.400	PERSONAL SERVICES	7,716.17
			F.8340.100	PERSONAL SERVICES	0.20
			F.9710.900	INTEREST ON INDEBTEDNESS	7,686.13
		<u>\$ (104,601.86)</u>			<u>\$ 104,601.86</u>

**** **ADDITIONAL FUND AMENDMENT**

INCREASE REVENUE			INCREASE EXPENSE		
F.5031	INTERFUND TRANSFER	\$2,219,253.45	F.9730.600		2,029,855.45

Fund amendment to account for 2022 BAN payment and grant reimbursement accordingly

Sewer

G.1331.900		(22,655.55)	G.8110.100	PERSONAL SERVICES	11,521.92
G.1900.481	TELEPHONE EXPENSE	(3,228.14)	G.8110.400	CONTRACTUAL SERVICES	6,913.87
G.1900.910	LIABILITY INS-PREMIUM	(81,869.42)	G.9000.810	STATE RETIREMENT SYSTEM	18,570.79
			G.9000.840	WORKMENS COMPENSATION	2,472.34
			G.9000.860	STATE HEALTH INSURANCE	14,622.12
			G.9000.861	HEALTH INS-RETIRES	21,314.96
			G.9000.896	MEAL ALLOWANCE	30.00
			G.9710.701	INTEREST ON INDEBTEDNESS	32,307.11
		<u>\$ (107,753.11)</u>			<u>\$ 107,753.11</u>

Debt Service

INCREASE REVENUE			INCREASE EXPENSE		
*** V.5036	SEWER PRINCIPAL	\$ 38,728.00	V.9714.601	SEWER PRINCIPAL - BONDS	\$ 38,728.00

Golden Area

GA.5680.100	PERSONAL SERVICES	(7,985.80)	GA.9000.810	STATE RETIREMENT SYSTEM	5,494.12
-------------	-------------------	------------	-------------	-------------------------	----------

GA.9000.830	SOCIAL SECURITY PAYMENTS	31.34
GA.9000.860	STATE HEALTH INSURANCE	2,435.41
GA.9000.893	DISABILITY INSURANCE	24.93
\$	(7,985.80)	\$ 7,985.80

CITY OF MIDDLETOWN, NEW YORK

**COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

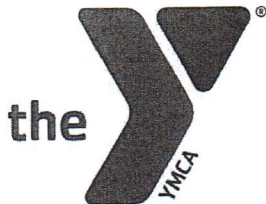
Date of Adoption 03.21.23

Index No: 65-23

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

Resolution authorizing Street Closures for the Annual Ruthie Dino-Marshall Run

RESOLVED, that the Common Council of the City of Middletown hereby authorizes the Commissioner of Public Works, and/or his designee, and the Chief of Police, and/or his designee, to close any and all streets and intersections as per the attached route necessary and at their discretion, for the YMCA Annual Ruthie Dino Marshall Run on Sunday, June 11, 2023, beginning at 7:00 a.m. and lasting until such time as it is no longer needed.



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

February 27, 2023

Dear Mayor DeStefano,

The YMCA of Middletown is preparing for its Annual Ruthie Dino-Marshall Run to be held on Sunday, June 11, 2023. As a result of the usage of city streets for the event, this correspondence serves as a request for a City Permit for this year's run. The race requires the roads to be closed from 7:00am and reopening gradually as the last runner/walker passes. The one exception would be Cantrell Ave. at the side of the YMCA - this street would need to be closed early for timer set up and would be the last to reopen at 10:30am as it is the site of the finish line and our kids dash.

Enclosed is the map of the race course which remains the same course as the previous years.

I understand this request will be brought in front of the Middletown City Council for approval. Please let us know if there is anything further you will need from the YMCA to expedite issuing the permit.

On behalf of the Board of Directors of the YMCA of Middletown, George Marshall, and I thank you so much for your assistance.

Sincerely Yours,

George Marshall
Race Director

Kelly Patterson
YMCA Wellness Director

RECEIVED

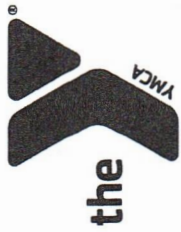
MAR 01 2023

MAYOR'S OFFICE

YMCA OF MIDDLETOWN
Association Headquarters
81 Highland Avenue
Middletown, NY 10940
P 845 344 9622 F 845 343 1484
www.middletownymca.org

SOUTH ORANGE FAMILY YMCA
45 Gilbert Street Extension
Monroe NY 10950
P 845 782 9622 F 845 782 2003

YMCA OF SULLIVAN COUNTY
98 Wild Turnpike
Rock Hill, NY 12775

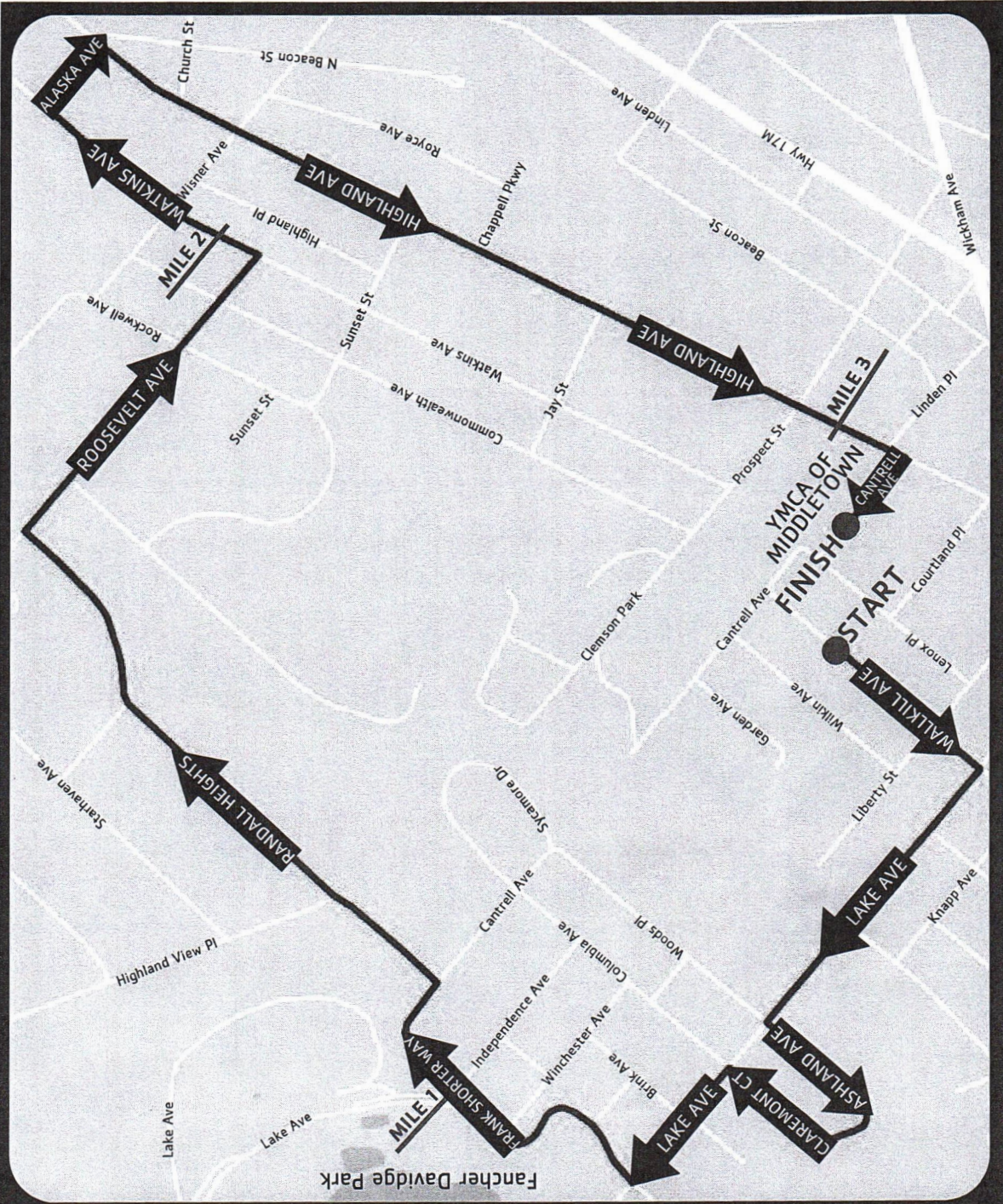


Ruthie Dino-Marshall 5K—Course Map

YMCA OF MIDDLETOWN

COURSE DIRECTIONS

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



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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03.21.23

Index No: _____

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

**I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE
TREASURER BE AUTHORIZED TO ISSUE WARRENTS FOR THEIR PAYMENTS**