



COMMON COUNCIL MEETING
CITY OF MIDDLETOWN

August 19, 2025 Minutes
City Hall
16 James Street
Middletown, New York 10940

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

ALSO PRESENT:
Richard McCormack, City Clerk
Joseph M. DeStefano, Mayor

ALL: I pledge allegiance to the flag
of the United States of America and to the
Republic for which it stands, one nation, under
God, indivisible, with liberty and justice for
all.

CLERK RICHARD MCCORMACK: Alderman
Tobin.

ALDERMAN SPARROW TOBIN: Here.

CLERK RICHARD MCCORMACK: Alderman
Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Here.

CLERK RICHARD MCCORMACK: Alderman
Johnson.

ALDERMAN PAUL JOHNSON: Here.

CLERK RICHARD MCCORMACK: Alderwoman
Wray.

ALDERMAN KATE WRAY: Here.

CLERK RICHARD MCCORMACK: Alderman
Kleiner.

ALDERMAN GERALD KLEINER: Here.

CLERK RICHARD MCCORMACK: Alderman
Green.

ALDERMAN ANDREW GREEN: Here.

CLERK RICHARD MCCORMACK: Alderman
Witt.

ALDERMAN KEVIN WITT: Here.

CLERK RICHARD MCCORMACK: Alderman
Masi.

ALDERMAN JOSEPH MASI: Here.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK RICHARD MCCORMACK: Quorum is
present.

PRESIDENT J. MIGUEL RODRIGUES:
Approval of minutes.

CLERK RICHARD MCCORMACK: We have June
3rd, 17th, and August 4th.

ALDERMAN JOSEPH MASI: So moved.

PRESIDENT J. MIGUEL RODRIGUES: A
motion by Mr. Masi to approve all.

ALDERMAN KEVIN WITT: Second.

PRESIDENT J. MIGUEL RODRIGUES:
Seconded by Alderman Witt. Any discussion? All
in favor.

SOME: Aye.

PRESIDENT J. MIGUEL RODRIGUES:
Correspondence.

CLERK RICHARD MCCORMACK: Nothing this
evening.

PRESIDENT J. MIGUEL RODRIGUES: For the good of the city. (Indiscernible) the mayor for special recognition.

MAYOR JOSEPH DESTEFANO: All right. Good evening, everyone. You know, we have been recognizing some of our long-term businesses in our community.

And we also started to look at community partners. People who have stood out in our community, and have made it extra special.

So tonight on behalf of the recreation and parks department, we had a strong recommendation from Raelynn Bertholf, our supervisor or our superintendent, and Nicole, the deputy superintendent.

That they would like Netta Macri who is the owner of Strawberry Fields Ice Cream, located just inside the Davidge Park area. For her generosity and dedication to our city's youth.

And that's not just for owning an ice cream stand. This is for -- Netta first approached the recreation department of June of 2024, with a genuine desire to collaborate and create opportunities for children.

In 2024 she sponsored a pop-up story

time event, donating ice cream for -- ice cream bar for all of the attendees. She has partnered with our playground program every Friday, personally providing juice ICEEs to every participant. And something she continued to do through this summer.

In 2025 she launched an initiative, an innovative bathing suit drive in collaboration with the recreation department. Donors of a new bathing suit receive a free ice cream at Strawberry Fields, and a free entry into one of the city pools.

So this program ensures that every child can enjoy our pool safely and comfortably. So Netta's efforts have provided countless moments of joy for our children in our community. They have strengthened connections between local businesses and community. And have expanded opportunities for many Middletown families.

So for this, we are very deeply grateful. And upon the recommendation of our parks and recreation department and their staff, that Netta truly represents what it means to be a community partner.

So on behalf of myself, the common

council, and the city of Middletown, we have a certificate of recognition presented by the city of Middletown to Netta Macri for outstanding dedication, generosity, and contributions to the youth of our community. Signed by myself and the council president.

And we would also like to present to her, a key to the city. Netta, could you please come up? And have a chance to say a few words. You got this. And the microphone is yours.

NETTA MACRI: Tremendous. Thank you, Mayor DeStefano. Thank you, council. We started Strawberry Fields two years ago, myself, and my partner Anthony **3:46.

And the truth is, we give away more ice cream than we sell. Absolutely. But the reality is there are so many happy, eager kids that come up to the window. And all of you would probably do the exact same thing.

Now I'm a Middletown local, born and raised. And I grew up playing in Davidge Park. I remember ice skating on the pond, climbing that giant metal white castle, if anybody knows it. Yeah.

I actually had the chance to -- it is

still there. And I had the chance to play with it on my niece's -- just this past summer. And it's been tremendous.

And so the park has come a long way in so many years. And of course, so much of that credit can go to the city of Middletown. But today, I'd like to recognize the park department. Specifically, the superintendent Raelynn Bertholf, Nicole Psarakis, and their entire team.

They truly do so much at Davidge Park. Whether it's the free lunch programs in the summer time, the story times, the pool, the pad. That back-to-school backpack program.

Every time I've approached them, they've always said yes. Made it very easy to work with them, and made it so much fun. I really enjoyed it. And so as a small business owner, collaborating with them has just been a joy and an ease.

So I encourage other small business owners, if you're watching, if you're here, to reach out to work with the Parks Department to find initiatives that you can partner with on -- with them on. And to give to the kids in the community.

It's very rewarding, and not just because you get a key to the city to do it, candidly. But because you get a lot of thank you, and you get a lot of smiles. And you know that in those moments; you're contributing to making very sweet memories for kids in this community. So thank you.

On a personal note, just briefly, our family has been in Middletown for many, many years. My goodness. If you know that Davidge Park area, we owned a small family eatery called Ginos. My grand -- yeah. Folks have probably been there.

It opened in 1970, closed doors in 2020 because of COVID. But that was 50 years of business in town. My grandparents started the business and they worked side by side until they passed. Our family took it over.

And so we'd like to accept today's award and key to the city in honor of them. And then specifically for my nana, who I know, and if you ever met her, you can say it with certainty, also gave away more than she sold. Thank you very much for this tremendous honor.

MAYOR JOSEPH DESTEFANO: Thank you.

CLERK RICHARD MCCORMACK: All right.

Next speaker. Dave Madden.

DAVE MADDEN: Good evening council and Mayor DeStefano.

NETTA MACRI: (Indiscernible) leave the good stuff.

DAVE MADDEN: My name is Dave Madden and I am the director of the annual Run4Downtown, which was this past Saturday. And I'm up here to give a big thanks. A thanks to the mayor, a thanks to all of you in the council.

And I got a note here, and I'm still probably going to miss people. Thanks to the police department, the fire department, DPW, Parks Department, BID, the volunteer groups, Middletown High School, National Honors Society, NJROTC, the girls' volleyball team.

They were monitoring water stations. The runners who showed up, the walkers who showed up. We had record numbers of participants. We had record numbers of finishers. We had record numbers of people downtown for the post-race party.

This was an amazing, amazing day. We had 20 restaurants participating in what we call

this year, flavors without borders taste of downtown which was spectacular.

The response we've gotten from the community, from the participants, from the volunteers, from the restaurant owners themselves, has been second to none.

I'm proud to say that we've gotten some bids. I know that the city was looking to make some improvements to Thrall Park.

We've got some bids in, and it looks like the Run4Downtown this year will be able to contribute enough money to uplight all of the statues at the corner of Wickham and Grove. Add an extra sidewalk in there, bring power to those lights. And we're just super excited.

Next year will be 20 years for us. It's August 15, 2026. And we are really, really pumped. Thank you all.

PRESIDENT J. MIGUEL RODRIGUES: Thank you. All right. Anyone else? Remarks of the mayor.

MAYOR JOSEPH DESTEFANO: Yes. I'd like to begin with a -- comments about the governor's trip last week into the city of Middletown.

Last week we had the privilege of

touring the downtown with Governor Hochul. The governor was interested in seeing firsthand, the improvements that were made possible by the \$10 million-dollar DRI funding. That she was instrumental in implementing the program way back in 2016, when she was lieutenant governor.

And then of course, finally getting the program in full swing when she became governor. So that \$10 million dollars became tens of millions of dollars leveraged into other programs.

But on this walk, the governor -- we showcased projects that included redeveloping properties, new businesses, enhanced streetscapes, improved infrastructure. All part of our downtown revitalization strategy.

I had the opportunity to meet privately also with the governor. Governor Hochul to discuss future city needs and priorities.

And as you know, these are the types of meetings where we have had great success in the past with the governor, in regards to the grant programs, and the success that we've had with many grant programs.

The governor is very respectful to the

needs of the city, and very responsive over the years. And we're hoping that that will continue as we move forward in the future here.

So I did thank her for her ongoing support of city government, our city residents, and her commitment to strengthening communities like ours.

We were joined on the tour by Assemblywoman Paula Kay, alongside Council President Rodrigues. And demonstrating that partnership on all levels of government, and how government is supposed to work.

So the visit reaffirmed that our investments are paying off. The governor was impressed by the maintenance that was done on the investments.

As you know, we put quite a bit of money into trees, and landscaping, pervious pavement, parking lots, sidewalks, the crosswalks. And was very impressed by all of that, and the fact that it's being maintained.

And noted that not every -- not every community does that. And so it reaffirmed those investments, and reaffirmed that they are paying off.

And that -- so with the governor's support, it gives us confidence that Middletown will remain a leader in the revitalization and economic growth in the Hudson Valley of our downtown.

And we hope that we'll have great more -- much more success moving forward as the other programs that we've applied for. As you know, we've applied for a \$20 million dollar grant for new sidewalks that will extend beyond the downtown.

We began that program last year. We got on Lake Avenue, Dolson Avenue. We have done many, many intersections in the city. We're making them handicap accessible.

Without funding from state and federal agencies, we would not be able to afford to do all those things. So the infrastructure improvements in the city of Middletown alone, just the one program was \$31 million dollars. Most of it grant funded.

The \$10 million dollars was outside of that, and entirely grant funded. So we're very happy with the progress that we've made, and the governor did have an opportunity to see that

firsthand.

Had the opportunity to meet many small business people also. Rakesh and you can see Juan from the Taco Factory. And all have very nice things to say about the city, and how it's - - how the downtown is bouncing back after many, many years.

So I want to thank her for her visit. And we did welcome her back, and hopefully she'll make -- take us up on that in the very near future.

Dave did talk about the Run4Downtown. And it's not just the one day, it's the -- they call it the rock and roll weekend, run weekend.

We did estimate about 3,500 people downtown. And I know that between the runners and the walkers, I think that's a pretty accurate number.

And I know Dave doesn't pat himself on the back often, but -- he does. But not on this case, on other things. But Dave and Anna really deserve a lot of the credit, or all the credit. And they share that credit with all of their volunteers, as Dave stated.

The race volunteers are an important

part of the success of the race. But without Piccolo's, and Dave and Anna Madden coordinating this, I don't think it would be -- even happen. Let alone the success that it's been, and the growth that it's had.

So that -- Dave did mention all the city agencies, police, fire, DPW, parks, volunteers, BID district, Maria Bruni, and her -- and her team.

So I wanted to also publicly thank all of them that were involved in the -- in the race and the operation. You know, the run does continue to be a -- both a community tradition, and a driver of also our downtown revitalization.

All these little pockets, all these little things that are happening, are happening for a reason with one goal in mind. And that is to bring back our community, and restore our city to what it once was. And I think we're there.

You know, we have a campaign that we started now, Discover Middletown. But in some cases, it's also Rediscover Middletown. With people who used to live here, or people that still live here in this community. That for one reason or another, do not venture into downtown

Middletown.

So we're hoping that that campaign continues. Events like this are a big part of bringing people back downtown. And when they get here, they're very surprised.

So we hope that they'll continue to patronize businesses, continue to go to events at the Paramount Theater. Enjoy one of the free concerts on Thursday or Friday nights throughout the summer. All those good things that happen as a result of events such as this.

So also, the -- I wanted to address one thing. The chief did tell me that we did get quite a few calls, more so than ever, on people who are a little frustrated by the street closings. And the fact that they can't pull out of the driveway when the race is going on.

That's for a reason. It's an hour or two of inconvenience, I understand. But once the race course is closed, nobody can go into the course. And that's for safety reasons.

Even if Alderman Masi pulled up to a -- one of the entries into the race track. They would not let him in. I would not let him in for other reasons, but they would not let him in for

safety reasons.

So we try to keep the race as -- the runners and the volunteers as safe as possible. That's the reason. I understand that some of you are frustrated by that, but you know, we do know the dates a year in advance.

It's the same date or the same Saturday in August. The third Saturday in August every single year. So you can plan accordingly. If you have to park your car around the corner, maybe that might help.

But the bottom line is that next year is the 20th. We're going to have the race again in August. I think it's August 15, 2020. So that we'll have a opportunity to plan ahead, and make sure that you're able to get out of your driveways, or do whatever is necessary.

So I wanted to just address those issues on a positive note. And then out of one concern, which has really caught on with Spectrum Media, News 12, and others. Is just an unfortunate incident that happened at Middletown Lanes. I know some of you have asked. I did put up an extensive social media post regarding it.

It was at Quinnz Pinz in Middletown

Lanes. And just one point of interest is that the bowling alley does remain open. It is -- they continue to operate as a bowling alley, but alcohol sales are suspended until the liquor issue -- liquor license issue is resolved.

The city has their permit to -- business permit on hold because we cannot issue a business permit for the district bar, who was operating the bar that -- this past week.

And that can't be done until we determine who the legal operator is in proper compliance with New York state law as demonstrated.

Just some clarifications on policies. We don't normally come up here and talk about incidents. Especially, with small businesses but this has really taken a hold on social media. So I felt it was important that I put up a clarification on social media, and also address the council and the public.

It's in part because the public interest and accurate claims are being circulated. So the Quinnz Pinz ownership is publicly disputed. The police reports and the chief and I both stand behind those reports on

accuracy.

And the reason why we stand behind them, maybe for different reasons, but I'll let the chief speak for himself if he would like to address it. But that's -- that'll be up to him.

But the version of events that are in the report, are supported by body cam footage which confirms both the number of people involved, and the statements made during and after the incident.

This evidence along with lease documents provided to the city, have been forwarded to the New York State Liquor Authority. The operator of the bar, of the district bar, provided a lease to the fire inspector stating that they were leasing the liquor license of Quinnz Pins.

Now anyone who's familiar with liquor laws in New York State knows that is a fatal flaw. As described by the New York State Liquor Authority, that anyone who has applied for a license, understands that up front.

It is possibly a fatal flaw, and that could result in revocation. I did not lease the bar to the district.

Quinnz Pinz leased the bar illegally to the district. Quinnz Pinz owner told the fire inspector, or the police, that they leased the bar to the district. The district meaning the two operators who are running the bar.

So that is an important part to remember. They did not get -- their permit has not been issued. Not because of the fight. We understand clearly that fights happen at bars. It has nothing to do with the fight.

That's a separate issue that the liquor authority will resolve. They have a process for handling unruly establishments. Usually, they don't result in much of anything unless it's a continued pattern.

Admittedly there's not -- there has not been a pattern of large fights at the bowling alley. But in this case, there was a large fight.

And I think to lie about it will only dig a deeper hole for them when they get to their hearing. But that's their business, and they can -- they can operate on the advice of counsel.

But and that's a long term. A short-term and a long-term issue for them. The short-

term issue at that bowling alley that night, which required immediate action by the Middletown Fire Department, was the second means of egress from the bar area was barricaded.

So you had a establishment with two means of egress, which are required for the capacity of the bar. And one of them was barricaded, intentionally barricaded, so all people had to funnel out of one exit.

Imagine if there was a problem inside the bar. A fire or any other type of incident that required immediate evacuation. You've seen it on television, you've seen it in other places, and you know.

And you say, how the hell can that happen? Where were the city inspectors? Where was this? Well they were there, and that's one of the reasons why they got shut down.

By creating that situation of closing the second means of egress, they created an overcrowding situation. Because that would reduce the capacity of the bar area to 49 patrons. There's estimated to be about 150 people in the establishment.

So I already addressed the illegal

subleasing of the liquor license. And that is under New York State Law. That is not a city law. And that's not something that the police went there looking for.

The police went there responding to the fight, and all of these other issues came as a result of the fight. So there are other issues in the lease that was presented to the city that are red flags.

And conflict with city zoning requirements such as permission to have a hookah lounge, which is not permitted under our zoning.

In that case, it's not a part of their planning board approval. So there are other issues related to the operation of Quinnz Pinz that need to be addressed.

But the biggest issue they have, and the biggest problem they have, will be with the New York State Liquor Authority, not the city of Middletown.

The local issues can be rectified with a clear. As our legal counsel said, by voiding of this illegal lease by having a clear ownership person who can be held accountable and responsible if something goes wrong there.

You know, there are health department permits that are there. They are serving food there. They're serving liquor there, alcohol, beer.

And it's a business operation, and someone has to be accountable for the operation of every business in any community, not just Middletown.

On a positive note, Quinns Pinz has been a part of Middletown's downtown community in our city for many years. And it is an important business to our community.

It does bring a lot of people into our community, into our downtown. And I was concerned by some of the comments that came out of Mr. Quinn's -- some of the comments made by Mr. Quinn.

But I understand also, that that might be due to frustration of the mistakes that apparently, they made.

And if they made them on the advice of legal counsel, he should probably seek another legal counsel to review what his lawyer told him or didn't tell him.

But I can stand here before you, the

city residents, and the common council, and tell you that it is absolutely illegal to sublet, or to lease your liquor license to any person.

A liquor license requires an extensive background check. It requires a whole process and procedure before the state issues that. And it's not a right that you can just assign to anyone, or sell to anyone at any time you want.

So my position is very clear. I want Quinnz Pinz to succeed. I would like them to reopen at full capacity, but they must follow the rules, and they must follow the -- meet the legal obligations as a licensee of a liquor license under New York State Liquor Laws.

We know that public safety has to be first. That situation was easily rectified by the reopening of the barn doors that were the second means of egress.

There were some other fire issues that I know our fire inspector Mike Guattery is working on. But their problem, as I said, is not so much here with the city of Middletown. Their bigger problem is with the New York State Liquor Authority.

And neither myself, the common council,

the police chief. None of us have the legal authority to revoke a liquor license. That is the sole discretion of the New York State Liquor Authority.

So the next steps must be, the unlawful lease must be canceled. Quinnz Pinz must demonstrate that that lease has been canceled, and provide proof to our city attorney. And they must demonstrate compliance with state law.

The SLA will determine the penalties and future licensing status of Quinnz Pinz. But once resolved of the local issues, they will be -- the city will then reconsider issuing their local business permit, which will then allow them to reopen their business.

So the bottom line is, that it was a serious breach of state liquor law. A very serious breach of public safety standards.

I want to compliment the Middletown Police Department for their quick response there, and the reaction to what happened.

And also the -- thank fire inspector Mike Guattery, and the fire department, and the fire chiefs for their review. And quick review that potentially saved lives if there was --

those doors were barricaded, and they did happen to have a fire.

So I think the process worked, the system worked. And now hopefully, Quinnz Pinz will do the right thing, and own up to the mistake. But more importantly, make the corrections that are necessary and get reopened fully for business very soon.

So if you have any questions, I'd be more than happy to address them.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the mayor? Alderman Kleiner.

ALDERMAN GERALD KLEINER: Thank you. I want to go back to something more positive. The Run4Downtown.

I also wanted to thank Marshall Sterling -- Marshall & Sterling, because I think that they were a sponsor again this year.

MAYOR JOSEPH DESTEFANO: They were the prime sponsor. Yeah. There were many sponsors.

ALDERMAN GERALD KLEINER:
(Indiscernible).

MAYOR JOSEPH DESTEFANO: They were the -- the big sponsor.

ALDERMAN GERALD KLEINER: Yes.

MAYOR JOSEPH DESTEFANO: Yes, they were.

ALDERMAN GERALD KLEINER: Yeah.
(Indiscernible).

MAYOR JOSEPH DESTEFANO: And that's why they call it the Marshall Sterling Middletown Run4Downtown.

ALDERMAN GERALD KLEINER: Run4Downtown.

MAYOR JOSEPH DESTEFANO: Okay.

ALDERMAN GERALD KLEINER: Okay.

MAYOR JOSEPH DESTEFANO: Thank you, though.

ALDERMAN GERALD KLEINER: Thank you.

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

MAYOR JOSEPH DESTEFANO: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All right. Thank you, Mayor. Okay. Remarks of the department heads, economic development.

MARIA BRUNI: Good evening, everyone. I'm looking for your support on some items on the agenda. And a couple of them are from the county of Orange.

There's a grant we received from Orange County Tourism for \$4,999. And that went towards

Run4Downtown, rock, roll, run weekend.

So that money helped with the promotions of the concerts, the race. But also, we were able to send out 14,000 postcards in our community.

They were mailed to households to promote the race, but also put the map on the race to show folks, you know, the route of the race.

So thanks to Orange County Tourism, County of Orange, County Exec Neuhaus for that grant. And also, we received the municipal grant from the County of Orange for the same amount, \$4,999.

That will go towards the purchase of two decorative benches, and a litter can for Thrall Park. So that will go towards that project at Thrall Park.

Another grant we received was from Senator Skoufis in the amount of \$10,000, for the Middletown Barbecue and Resource Fair Day, September 20th.

So I'm looking for support tonight on those three grants. Besides that, that's -- thank you to Anna and Dave, and everybody

involved with Run4Downtown. It was just an amazing weekend. And that's all I have.

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

MARIA BRUNI: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Fire chief.

DON LUIS: Good evening. Tonight I think we have a resolution that you guys are going to pass for 14 new members.

That's a big number for us for one month, but it's exciting. A lot of the high schoolers, it's starting to become a snowball effect.

We got a couple of members from the high school that joined. And then it was the tell a friend. And hopefully we keep 75 percent, you know. That's a high goal, but hopefully, we can.

And it keeps going this route because some of the -- you know, some of the manpower, and some of the companies are a little low. And we need to get them back up to top speed.

We did have a second alarm fire this month up at the old powerhouse. 917 Ashley

Avenue. And I just received the fire report that it's incendiary. It was set.

The arson dog didn't sit, so they had no accelerants but I believe there was someone living up in the old control room that might have dropped something. Or a lighter, or a cigarette, or something that started the fire.

It looked a lot worse on arrival. Big building, smoke coming from every floor. So we transmitted the second alarm to get more manpower there.

And then I want to thank Slate Hill Fire Department for showing with their fast team. And the standby companies that showed up into the city to cover the city while we were up at the fire.

July was the hottest month for us, but we did 104 calls, which is kind of busy for us. I shouldn't say kind of busy. It's real busy for us.

And then August as of right now, we're at 62 for the month. So these new members got to get -- got to get them in. Got to get them trained, and get them outfitted with the gear, and they can get on the streets. And that's all

I have.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the fire chief? Alderman Witt.

ALDERMAN KEVIN WITT: Thank you, Chief. Just for anyone who may be watching, did these new firefighters get assigned a company or are they choosing a company?

DON LUIS: It really -- it depends on if they come with a company in mind. If they don't, we actually have -- it's not really a formal committee, but we do have guys that walk them around every apparatus, all (indiscernible) fire houses.

They kind of show them the trucks. If you want to be an engine company or a truck company, or you want to do some rescue and EMS. We show them all that. If they come -- you know, if they come with that, we send them to that company.

We forward -- after Andrew does the background check, we forward the information to that company so they can accept. If they don't, we try to -- if they're not afraid of heights, we try to give them to a truck company.

You know, if they're afraid of heights,

we try to find an engine company that's a little low on manpower, and we send them to them.

ALDERMAN KEVIN WITT: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Anyone else? Thanks, Chief. Police Chief.

JOHN EWANCIW: Good evening. Since our last meeting, the only real event that we had was night out against crime. So I appreciate all the support.

We had a great turnout, beautiful night. Probably one of the best nights that we've had for that event in a long time. We weren't threatening with rain or anything like that, but we appreciate all the support.

Other than that, I've emailed you all the other concerns that have gone on over the last couple of weeks. And if you have any questions or concerns.

PRESIDENT J. MIGUEL RODRIGUES: Any question? Alderman Witt.

ALDERMAN KEVIN WITT: Thank you, Chief. Just something that's come up in our ward, but also, I've seen it on social media about solicitation with like -- I know specifically Frontier has been, you know, knocking or claiming

to be Frontier.

At my house, one person had identification, one didn't. Like what are the rules that you can share about who can knock on doors in those situations? If you could help with that, that'd be awesome. Thank you.

JOHN EWANCIW: So for door-to-door solicitation, you need a city permit. You have to file with the clerk.

Mr. McCormack gives us information of who has active permits. We've advised because of the Frontier situation. We advise our staff that they didn't have a permit at the time. I don't know if they do at this point, but going back a couple weeks they did not.

So we encourage people if they're unsure, they could call the police department. We're able to come up, interview them, get information, and make sure that they have the proper permits.

And make sure that they're actually from that organization, and that they're not just out there trying to scam people. But please call. Encourage people to call us.

PRESIDENT J. MIGUEL RODRIGUES: Anyone

else? Thank you, Chief. DPW commissioner.

JACOB TAWIL: Good evening, all. We'll start with Alderman Masi. The reservoirs are at 90 percent full.

Obviously, we're having some dry weather last month, just to know what the numbers are. July as an example. The average monthly for July is about five and a half inches per month. We only had 1.6 inches.

In August this month, we only had so far, 3.6 inches. But most of it happened in one day in August -- on August 1st, which is not good for us for all the rain to come down all at once and then dry the whole month.

So it's basically two dry months. It's -- that's why we're down to 90 percent. But we are within an average -- annual average or storage. We're in very good shape.

But as usual, we take the necessary steps to start setting up for skimming operations from the auxiliary, or supplemental water sources that we have.

Capital projects, I'm just going to run through them. If you have any questions, please stop me, or ask me about them at the end of this

segment of my presentation.

Parking garage moving on very well.
Orange & Rockland is doing the wires, rerouting.
After that, the GC will jump in. He's very
anxious to jump in.

Court is moving very -- court project
is moving well. Traffic operation is winding
down, doing some touch up and (indiscernible)
items.

Designed for the low-pressure water
line from the water treatment plant down to
Monhagen Avenue is ongoing. Designed for the
water -- raw water lines from (indiscernible)
over to (indiscernible) phase one only,
partially. Halfway through basically. It's
ongoing as well.

Before you there is a resolution
tonight to award the bids for replacing the water
department garage, and the street department
garage. So we would appreciate your support for
that award.

Now I just -- I rushed through this so
that I can focus. Just to carry on what the
mayor was saying about the governor, and the help
from the state.

And I just want to call out in particular Congressman Ryan, Pat Ryan, because he just -- I shared with you an award that we just had for a million dollar from the EPA.

That's a million dollar towards the raw water line infrastructure. And that goes back to the 2024 round of EPA, and earmarks, and congressional -- congressional -- basically federal government appropriating the fund.

So he gave us \$3.5 million dollars before, and a million dollar now. And he has us on the list for another million dollar for the same raw water line for phase two. And that's for 2026. So we're waiting for Congress to vote on it.

So I mean, this congressman has been tremendous for us with all the money he's providing for us for -- with his office. They really focus on the infrastructure and the water means that nobody sees.

Everybody opens -- expects to open the faucet and see water coming out. It doesn't matter -- you know, they don't care. Not they don't care, of course they care. But they want to make sure that the water is coming out.

But some of the water mains in the ground, they are -- they go back to 19 -- sorry, 1887. In Lake Avenue as an example. Some of our raw -- finished water line.

Raw water line meaning before the water is treated. That's what raw water line is. Coming from the reservoirs all the way to the water treatment plant. That's miles and miles away from the city. It's all 1900. Go back to 1900 water lines.

So Congressman Ryan with the support of the mayor, support of Senator Skoufis, and Assemblywoman Kay, with their letters of support to the federal government. To the EPA supporting Congressman Ryan, has been tremendous help.

And for that, I just wanted to call the congressman out, you know, along with what the mayor said about the governor. He's been tremendous asset to us, supporting us throughout.

With that, I will conclude. If you have any questions about any of the projects, or the grant awards, let me know. Otherwise, I will conclude.

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

Superintendent of Recreation.

RAELYNN BERTHOLF: Good evening, everyone. I just want to start by thanking Anna and Dave Madden. My daughter and wife ran the race this past Saturday. It was incredible.

The medal that my seven-year-old got is -- she is so proud. And for her to complete four miles is a major accomplishment, and she's excited to start doing this every year. So thank you.

To Netta and her family, thank you for all that you do. Just like Netta, I grew up in Davidge Park. We grew up playing, and grew up going to Gino's as well.

So we are so happy to partner with Netta, and bring the free ice cream to the children. And the bathing suits was an awesome touch for the summer.

It's unfortunate that we do have to turn a lot of families away at the pools for not having proper swimwear.

So offering that opportunity to collect bathing suits, and for us to hand out to the kids who do get turned away was a great touch. And we are truly appreciative of that.

So far summer, we've completed Little People Playtime in our sports camp. I'll just give a brief rundown of our numbers for camps this summer.

Week one at Little People Playtime, which is held in our building, we had 26. Week two, 35. Week three, 33. Week four, 32. Week 5, 33. And week six, 26.

Those numbers may seem low, but it's Little People Playtime. So it's four-, five-, and six-year-olds. So that is a lot of four-, five-, and six-year-olds. So total duplicated, 187 kids throughout the summer. Four, five, and six.

Sports camp, week one, 75. Week two, 111. Week three, 132. Week four, 122. Week five, 122. And week six, 113. Total duplicated, 675.

I would definitely like to thank Amy Creeden, and the city school district of Middletown, for giving us the opportunity to be housed in Monhagen Middle School again this summer.

It's a complete game changer being able to be inside, and have access to different areas

throughout the school building. And the amazing facilities that they have outside is so incredible. So thank you, Amy Creeden, and staff.

Lauren Burr and food services. If you don't know, when we are able to be in the school, sign your kid up for camp because they are getting a hot breakfast and a hot lunch every single day served from food services. The kids eat good there.

They had baked barbecue chicken one day, and the kids had it all over their face. They were so happy with their meals that they got every single day.

And it's all free of charge thanks to Lauren Burr and her food services, and everything that they do. So thank you.

We have one week left of pools, and one week left of playgrounds. Once those complete, at a meeting in September, I will have some numbers and estimates for you for those.

Playgrounds, we are looking to revamp those for next summer. We're working with food services now. We want to make sure that we are still giving the free lunches out to the kids.

But if you've been around to the parks during the day, it is like a ghost town. The kids are not coming out at all. We're paying counselors to be there.

They have ideas, they are -- they want to work. They want to do activities with the kids, but they're just not coming out anymore.

Last summer we revamped it again, and tried to do mobile and like pop up things. Not that it was a complete bust, but the numbers are just so -- still so incredibly low. But we're looking.

If everything goes according to plan, applying for the grant funding with the Youth Bureau and getting -- still getting funding for that.

But also working with food services to hopefully, have two evening sites later in the day. Maybe it's the heat that's keeping them in.

So we're working with Lauren Burr and food services to possibly offer dinner meals at two sites. And have counselors there late afternoon into early evening.

And having our two playground sites at the -- our two pool areas, (Indiscernible) and

Davidge. And serving the meals right at the pools with counselors there to do activities with the kids.

So hopefully, being at a pool site will increase our pool numbers. And also increase the amount of lunches that we're giving out, and the amount of kids that we're able to serve. Any questions?

PRESIDENT J. MIGUEL RODRIGUES: Any questions? Alderman Kleiner.

ALDERMAN GERALD KLEINER: Thank you. We have a resolution. I don't know that it specifies it, but to name the new mountain bike trail, lakeside (indiscernible).

So I just wanted to -- you to mention Ryan and --

RAELYNN BERTHOLF: Yes. Ryan (Indiscernible) who was recognized at our recreation commission.

He has done an incredible job, and he has that can't stop won't stop when it comes to those reservoir mountain bike trails. There was a typo on that. I'm not sure if it was corrected. It is only .5 miles.

ALDERMAN GERALD KLEINER: It was

corrected.

RAELYNN BERTHOLF: Okay.

ALDERMAN GERALD KLEINER: Yes.

RAELYNN BERTHOLF: But Ryan, he's just continuous -- continuing to create new trails. I'm working now to try and get our trails updated, with the help of Maria Bruni, updated on the trail maps.

So when visitors are coming, we can get new maps out of the reservoir trails that highlight all the new mountain bike trails, indicated by a specific color. Distinguishing from the hiking trails, the mountain biking trails.

But thank you, Ryan. He's done an incredible job, his crew. And he's -- he can't stop. He's addicted to it. So thank you, Ryan. Thank you, Alderman.

PRESIDENT J. MIGUEL RODRIGUES: All right. Anyone else? Thank you, Raelynn. City clerk.

CLERK RICHARD MCCORMACK: Good evening. Just a reminder to the community, citywide yard sale is just a few weeks away. It's September 13th.

We saw some select spots open at Erie Way Park Pavillion. You can sign up through the website. We're looking forward to it. Hopefully the weather will be on our side this time.

Just in response to Alderman Witt's comments about Frontier. All the solicitors that come into the city of Middletown get permitted through the office of the clerk.

We run background checks on all of them. I have been in touch with Frontier since their incidents occurred. And they assured me that they will be in to fill out the paperwork -- the appropriate paperwork, and pay the fees associated with it.

And hopefully, that'll be resolved sooner rather than later. That's it.

PRESIDENT J. MIGUEL RODRIGUES: The clerk had somebody knock on his door too, right?

CLERK RICHARD MCCORMACK: Frontier had real bad luck. They came to my house. That's how we found out they were doing it without a permit. That's just bad luck right there.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the clerk? All right. Thank you. Marhsall (Indiscernible), Alderman Masi.

ALDERMAN JOSEPH MASI: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Witt.

ALDERMAN KEVIN WITT: Thank you. Just quickly. Part of Governor Hochul's visit to Middletown, involved a stop at the Middletown school district.

I was not there in this capacity. It was actually a very tight group, invitation only essentially. I was there as support staff for my job with the school district.

And I just wanted -- you know, I mention it because obviously, if things are going well for the school district. And we've talked about it, how it affects the city in a positive way for people.

And a couple of things. When she came up to the high school, she was there for an hour and fifteen minutes. I mean, in and out. And it was -- she was there because she has an edict that all schools, K-12, will be cell phone free this year during the school day.

And she's making these round table discussions. And Middletown actually was one of

the first people -- first people, first school districts in the state to actually do this.

So it was kind of a natural stop here. And she had -- she showed up, and she thought she was at a college campus the way the high school looked. So that was kind of a nice thing to hear.

And her people even, when they did their walk through in the beginning, they wanted to try to find a place for her to have her press conference. And we showed them well; we have this college and career center.

We may have remembered how we got like a book, and that was what we have. Now there's three people working there, including two guidance counselors and a financial aid person.

And the people said well this isn't going to work because it doesn't look like a high school. So then we tried some of our collaborative spaces.

And again, well this doesn't really look like a high school. So she wanted to be looking like she was at a high school. So we found a science room with a periodic table.

So that was the backdrop for the press

conference. That's what they wanted. That was fine. But just the -- had a chance to -- she had a chance to ask questions and speak of our superintendent, our principal, and even three young people.

One who recently graduated, and two rising seniors. All three of them said that there was an adjustment period when this happened with no phones, but at the end of the day, they think it's a good thing that it happens. That there is a cell-free environment, and then the way they work it there.

So I just wanted to share that part of it since we were kind of piggybacking all of it. So thank you very much.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green.

ALDERMAN ANDREW GREEN: Yeah. I quickly just want to say a big overall thank you to everyone who has volunteered their time, or volunteered food from their business.

We hear such great stories from our local businesses who all give back. And those who volunteer, whether it be fire departments, or for, you know, the various runs, or community

events that go on.

Really overall, I think the theme we've heard tonight was just thank you. So, thanks.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Kleiner.

ALDERMAN GERALD KLEINER: Thank you. I also want to thank the Maddens. And the turnout was spectacular at the Run4Downtown.

You know, there's just so much work that goes into that. So looking forward to next year.

We had a constituents meeting last Monday, and I want to thank Commissioner Tawil, who came out and answered people's questions. And that was very helpful.

Frontier, I'm not surprised. Nothing about them surprises me anymore. I also want to thank Detectives Bailey and Barone.

They did a lot of work to solve a case of somebody shooting themselves in the leg. And then claiming that that they were robbed, and making up stories.

So there's a lot of immediate hard work by the police department, and they did a terrific job. Also thank Senator Skoufis for the \$10,000

grant.

And I want to mention that the grant -- the legislative grant, the \$4,999 that I think Raelynn mentioned. That was from Legislator Michael Paduch. So thank him for that.

Others, I think I'll wait until we get to the resolutions. But the night out was terrific, and thank the police department and everyone involved with that. Looking forward to the barbeque next month.

In Israel on Sunday, you would never know it from the American media, but there were five million people who came out to protest the war in Gaza. The genocide in Gaza. The -- using hunger and starvation. And it's just horrendous.

And we can only hope, as I've said, that the -- in 2026 we actually have elections. And that the elections are free and fair because right now, they're doing everything they can to change the rules.

Going to try and prevent mail-in-voting. That that makes it very difficult for people without easy access to -- getting to vote.

And it's just -- I hope people stand up and don't put up with it. I hope the courts help

us. And we'll see what happens.

But you know, if you don't like the job reports, and you don't like the reports, just fire people and put in your influencers, and your loyalists, and your other totally unqualified people.

I would like to see local Republicans speaking up about what's going on in Washington. And all the -- all the really horrendous cuts. I don't hear much from local Republicans.

And another \$150 billion to ICE is not going to help us as a country. It's not going to make America great again. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Wray.

ALDERMAN KATE WRAY: Good evening. I don't really have anything this evening. I just wanted to shout out Netta who left already.

But it really does take a village. And if we can fill our village with more people like her and her family, I think we would see amazing things happen. That's all I have tonight.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Johnson.

ALDERMAN PAUL JOHNSON: With respect to

the school districts, I will admit I winced when that started with Ms. Creeden and the phones.

It's not always good to be ahead of the curve. Sometimes it can be dangerous, but it certainly has stayed her well. And she's been the trendsetter in a very good way.

The governor came and it's a great thing. And we look at superstructure, we look at sidewalks, we look at traffic lights, we look at windows, we look at buildings.

But tonight's exemplifying the fact that Middletown is made for people. And the Madden's are exemplary of why we're happy to have people.

And certainly Netta's story. I probably gave away more than I sold. That's a quote we should all take to the bank, and thank her very much for that. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Yes.
Good evening. I've got to say, Anna and Dave, I'm very proud of you guys. You guys are a huge asset to the city of Middletown.

I happened to be in Rockland County this week and visit a family member, in which

they had family members that reside in Middletown.

And all they talked about is Run4Downtown. And that made me feel real proud about what you guys do in the community. So thank you once again. Job well done. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Tobin.

ALDERMAN SPARROW TOBIN: I would also like to thank Dave and Anna Madden for the outstanding event. It gets better and better each year.

I also have colleagues that tell me, it's so cool down there. It's a lot of fun, and I see them racing. I was doing the watering station near the Lions Club, near the (indiscernible) garage.

And just so proud of everybody getting out there. Got people in shape, people working on it. It was -- everybody's proud of what they're doing. So it's a great event.

Another great event was the night for -- Night Out Against Crime. I'd like to thank the police department and Chief Ewanciw. It's so family friendly and it's -- you just feel so

comfortable down there. And so, great job.

That's it.

PRESIDENT J. MIGUEL RODRIGUES: New business.

CLERK RICHARD MCCORMACK: Good evening. We have a resolution sponsored by Alderman Masi, accepting the resignation of Thomas Murtagh as Chairman of the Board of Electrical Engineer Examiners.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.
Resolution sponsored by Alderman Witt confirming
the mayor's appointment of Sixto Martinez to the
Electrical Licensing Board.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carried.
Resolution sponsored by Alderman Green
authorizing cooperation between the city of
Middletown, and the Orange-Ulster -- the Orange-
Ulster Board of Cooperative Educational Services
for literacy classes.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Witt authorizing
the acceptance of two handcrafted bike stands for
parking lots on the reservoir trails.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Witt. Seconded
by Alderman Wray. Any discussion? Alderman
Kleiner.

ALDERMAN GERALD KLEINER: I just wanted
to mention, they were donated by the shop
Fabrication Welding and Machinery. That's the
business in Florida and New York. So thank you

for the donations.

PRESIDENT J. MIGUEL RODRIGUES: Anyone
else? Roll.

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Witt, authorizes

in the naming of the new Middletown Reservoir
Mountain Bike Trail.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi declaring surplus equipment, and authorizing the transfer in lieu of payment.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi and seconded by Alderman Green. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.
Resolution sponsored by Alderman Johnson
authorizing an \$800 budget transfer within the
2025 civil service budget.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Jean-Francois,
declaring surplus equipment and authorizing its
sale at auction.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Jean-Francois.
Seconded by Alderman Johnson. Any discussion?
Roll.

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.
Resolution sponsored by Alderman Masi,
authorizing budget transfers within the capital
fund to close out completed projects.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderwoman Wray,
authorizing the wholesale waiver agreement with
the New York State Workers' Compensation Board.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Tobin,
authorizing an agreement with Stratagem Security
for panic button alarm monitoring services.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.
Resolution sponsored by Alderman Witt,
authorizing a budget transfer for camp
scholarships.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.
Resolution sponsored by Alderman Masi,
authorizing a budget transfer within the water
department.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.
Resolution sponsored by Alderman Kleiner,
authorizing a budget transfer and reimbursement
to the Business Improvement District for
Maintenance and Beautification Program.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Johnson. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.

Resolution sponsored by Alderman Masi,
authorizing the acceptance of county grants and a
budget amendment.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.

Resolution sponsored by Alderman Green,
authorizing the acceptance of a grant award from
Senator James Skoufis, and a budget amendment.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.
Resolution by Alderman Johnson, authorizing a
contract with advanced testing for Special
Inspection Services for the South Street Parking
Garage.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.
Resolution sponsored by Alderman Jean-Francois,
awarding a contract for roof replacements at the
water building and street building, and
authorizing a budget transfer.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.
Resolution sponsored by Alderman Johnson,
authorizing a \$12,200 budget transfer from within
the Department of Public Works 2025 budget.

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

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: I'm sorry.

PRESIDENT J. MIGUEL RODRIGUES: Go
ahead.

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.

Resolution sponsored by Alderman Kleiner,
authorizing the transfer of funds for Water
Supply Safe Yield Study and Engineering Services.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Johnson. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.

Resolution sponsored by Alderman Tobin,
authorizing the appointment of Luis Hernandez,
Luis Reyes Lopez, Eden Lugo, Mitch Williams,
Dazlyn Gomez, Tahree Smith, Noel Rodrigues,

Alexander Hernandez, Christopher Perez, Randy Aleman, Atta Ullah, Benjamin Primeaux, Jose Contreras, and Lavar Atkinson as volunteer firefighters.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Tobin. Seconded by Alderman Masi. Any discussion? Alderman Johnson.

ALDERMAN PAUL JOHNSON: Congratulations to the Rodrigues family.

PRESIDENT J. MIGUEL RODRIGUES: Thank you. Anyone else? Roll.

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It carries.
That's it for new business.

PRESIDENT J. MIGUEL RODRIGUES: Audit.

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

PRESIDENT J. MIGUEL RODRIGUES:
Resolution by Alderman Masi. Seconded by
Alderman Green. Roll.

CLERK RICHARD MCCORMACK: Tobin.

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson.

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray.

ALDERMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner.

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green.

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt.

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi.

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: It passes.

PRESIDENT J. MIGUEL RODRIGUES: Move
for adjournment.

SOME: Aye.

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

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



Sonya M. Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: September 5, 2025



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
AUGUST 19, 2025**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of June 3, 2025
 - 3.2. Accept Minutes of June 17, 2025
 - 3.3. Accept Minutes of August 4, 2025
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
 - 5.1. Special Recognition: recognize Netta Macri of Strawberry Fields
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 212- Resolution Accepting the Resignation of Thomas Murtagh as Chairman of the
25 Board of Electrical Examiners
 - 213- Resolution Confirming the Mayor's Appointment of Sixto Martinez to the Electrical
25 Licensing Board

- 214- Resolution Authorizing Cooperation Between the City of Middletown and the
25 Orange-Ulster Board of Cooperative Educational Services for Literacy Classes
- 215- Resolution Authorizing the Acceptance two (2) hand-crafted bike stands for
25 parking lots on Reservoir trails.
- 216- Resolution Authorizing the Naming of a new Middletown Reservoir Mountain Bike
25 Trail
- 217- Resolution Declaring Surplus Equipment and Authorizing Transfer in Lieu of
25 Payment
- 218- Resolutions Authorizing an \$800 Budget Transfer within the 2025 Civil Service
25 Budget
- 219- Resolution Declaring Surplus Equipment and Authorizing Sale at Auction
25
- 220- Resolution Authorizing Budget Transfers within the Capital Fund to Close Out
25 Completed Projects
- 221- Resolution Authorizing a Wholesale Waiver Agreement with NYS Workers'
25 Compensation Board
- 222- Resolution Authorizing an Agreement with Stratagem Security for Panic Button
25 Alarm Monitoring Services
- 223- Resolution Authorizing a Budget Transfer for Camp Scholarships
25
- 224- Resolution Authorizing a Budget Transfer within the Water Budget
25
- 225- Resolution Authorizing Budget Transfer and Reimbursement to the Business
25 Improvement District (BID) for Maintenance/Beautification Program
- 226- Resolution Authorizing Acceptance of County Grants and Budget Amendment
25
- 227- Resolution Authorizing Acceptance of Grant Award from Senator James Skoufis
25 and Budget Amendment
- 228- Resolution Authorizing Contract With Advance Testing For Special Inspection
25 Services – South Street Parking Garage
- 229- Resolution Awarding Contract For Roof Replacements At Water Building And
25 Street Building, And Authorizing a Budget Transfer
- 230- Resolution Authorizing a \$12,200 Budget Transfer from within the Department of
25 Public Works 2025 Budget
- 231- Resolution Authorizing Transfer Of Funds For Water Supply Safe Yield Study And

25 Engineering Services

232- Resolution Appointing Luis Hernandez, Luis Reyes Lopez, Eden Lugo, Mitchell
25 Williams, Dazlyn Gomez, Tahree Smith, Noah Rodrigues, Alexander Hernandez,
 Christopher Perez, Randy Aleman, Atta Ullah, Benjamin Primeaux, Jose Contreras,
 and Lavar Atkinson as Volunteer Firefighters

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: August 19, 2025
Index No:

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


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Accept the Minutes of June 3, 2025

Accept the Minutes of June 3, 2025

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	06.03.25 CC Minutes
----	---------------------

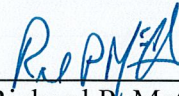


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: August 19, 2025
Index No:

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


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Accept Minutes of June 17, 2025

Accept Minutes of June 17, 2025

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	06.17.25 CC Minutes
----	---------------------

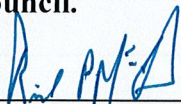


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Witt
Date of Adoption: August 19, 2025
Index No:

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


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Accept Minutes of August 4, 2025

Prepared by:

Attachments:

1.	08.04.25 CC Minutes
----	---------------------

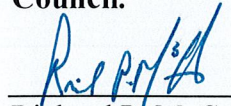


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

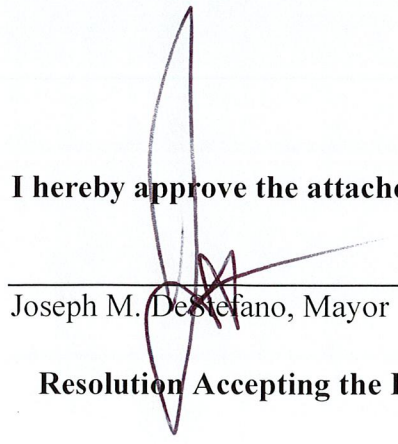
By: Alderman Masi
Seconded by: Alderman Green
Date of Adoption: August 19, 2025
Index No: 212-25

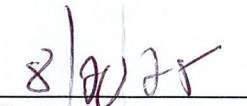
**I hereby certify that the attached is a true
copy of a Resolution and/or Local Law
adopted by the City of Middletown Common
Council.**


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. Desiderano, Mayor


Date

**Resolution Accepting the Resignation of Thomas Murtagh as Chairman of the Board of
Electrical Examiners**

Be it resolved that the Common Council of the City of Middletown hereby accepts the resignation of Thomas Murtagh from the Board of Electrical Examiners effective September 1, 2025.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None

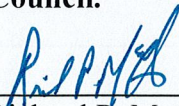


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

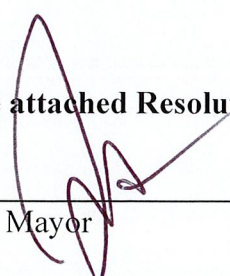
By: Alderman Witt
Seconded by: Alderman Johnson
Date of Adoption: August 19, 2025
Index No: 213-25

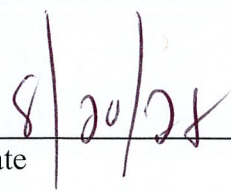
**I hereby certify that the attached is a true
copy of a Resolution and/or Local Law
adopted by the City of Middletown Common
Council.**


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

**Resolution Confirming the Mayor's Appointment of Sixto Martinez to the Electrical
Licensing Board**

WHEREAS, there is hereby established in and for the City of Middletown a Board of Electrical Examiners consisting of six members, appointed by the Mayor and confirmed by the Common Council, in accordance with the provisions of the City Code; and

WHEREAS, the Board includes *one City Inspector of Buildings or the municipal officer performing that duty*; and

WHEREAS, Walter Welch, who previously served in this capacity, has retired, thereby vacating his seat on the Board; and

WHEREAS, Sixto Martinez has been appointed by the Mayor as the City's Building Inspector

and is therefore eligible to serve in this role on the Board of Electrical Examiners;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Middletown hereby concurs with the Mayor's appointment of **Sixto Martinez** to the Board of Electrical Examiners to fill the unexpired term of Walter Welch, said term to expire on **December 31, 2025**, and to serve without compensation in accordance with City Code provisions.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None

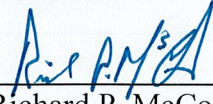


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

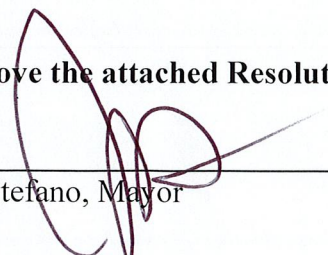
By: Alderman Green
Seconded by: Alderman Tobin
Date of Adoption: August 19, 2025
Index No: 214-25

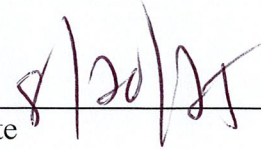
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing Cooperation Between the City of Middletown and the Orange-Ulster Board of Cooperative Educational Services for Literacy Classes

BE IT RESOLVED, by the Common Council of the City of Middletown, concurs with the Board of Estimate and Apportionment that the City of Middletown is hereby authorized to enter into a cooperative agreement with the Orange-Ulster Board of Cooperative Educational Services for the purpose of providing literacy classes for the benefit of the citizens of Middletown and the surrounding community, subject to the approval and financing of the Bureau of Adult and Continuing Education of the New York State Education Department; and

BE IT FURTHER RESOLVED, the Common Council of the City of Middletown, concurs with the Board of Estimate and Apportionment that the Mayor of the City of Middletown is hereby authorized to execute any and all agreements, documents, or instruments necessary to effectuate the intent of this resolution. The program will begin on or about September 2, 2025, and will end on or before June 30, 2026.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	MOU City of Middletown 25.26
----	------------------------------

ADMINISTRATION

Deborah McBride Heppes
Chief Operating Officer

Kerri B. Stroka
Deputy Superintendent

Mark P. Coleman
Assistant Superintendent
Finance and Management Services

Thomas M. Bongiovi
District Superintendent



BOARD MEMBERS

Eugenia S. Pavek, President
William M. Boss, Vice-President

Michael Bello
Lawrence E. Berger
Martha Bogart
David Eaton
Edwin A. Estrada

Sharleen Depew
Clerk of the Board

Division of Adult Education

Director
Sara Puccio
845-291-0300 x10310

Assistant Director
Russell Burns Ed.D
845-291-0300 x10320

Coordinator of Adult and Continuing Education
Lori Yakawiak, Ph. D.
845-781-6715 x10823

Assistant Coordinator
Renee Mulligan
845-291-0300 x 10335

Newburgh Adult Learning Center
3 Washington Center,
First Floor
Newburgh, NY 12550

Adult Education at Amy Bull Crist Area Education Center on Gibson Road
53 Gibson Road
Goshen, NY 10924

LETTER OF AGREEMENT BETWEEN THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF ORANGE AND ULSTER COUNTIES AND CITY OF MIDDLETOWN

The Orange-Ulster Board of Cooperative Educational Services (herein called OU BOCES), 53 Gibson Road, Goshen, New York and the City of Middletown, 16 James Street, Middletown, New York will combine their resources to provide literacy classes for the benefit of the citizens of Middletown and the surrounding community, subject to approval and financing by the Bureau of Adult and Continuing Education of the New York State Education Department. The program will begin on or about September 2, 2025 and will end on or before June 30, 2026.

Obligations assumed by OU BOCES:

1. To aid in the establishment of literacy classes to include English as a Second Language (ESL).
2. The classes will meet as mutually agreed upon.
3. The instructors and facilitators for the program will be selected, supervised and paid by OU BOCES.
4. No tuition charges for this program will be made by OU BOCES to the CITY OF MIDDLETOWN.
5. OU BOCES will be the sole agent responsible for accepting requests for registrations, contacting new students and arranging for their admission to class.
6. Preference for admission to the program will be given to individuals from the CITY OF MIDDLETOWN and the surrounding area.

Obligations assumed by the CITY OF MIDDLETOWN:

1. The CITY OF MIDDLETOWN will provide suitable classroom space.
2. Individuals seeking literacy services will be advised of pertinent information relative to the nature of the program, its duration, and the time and days that the class meets.
3. The CITY OF MIDDLETOWN will make no monetary charge for the use of the facilities to either OU BOCES or the students in the program.

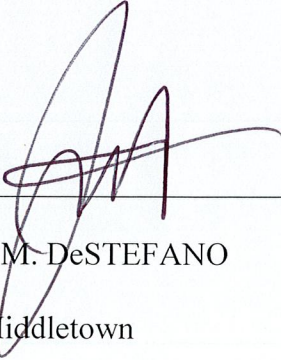
Additional obligations of OUBOCES and the CITY OF MIDDLETOWN:

- a. The OU BOCES shall provide during the life of this agreement general liability and property damage liability covering its operations and use of the premise under this agreement, the limits of coverage to be \$1,000,000 for any one accident, subject to a limit of \$1,000,000 for bodily injury, including wrongful death, for any one person. Property damage liability coverage shall be \$500,000 for each occurrence. All such insurance policies shall be written in the name of OU BOCES, and shall name the Externship Facility as an additional insured, the originals of said policies shall at all times on file with OU BOCES with a certificate of insurance to be issued the Externship Facility. OU BOCES has a \$10,000,000 umbrella policy.
- b. Each party shall indemnify, defend and hold the other harmless from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs, arising out of the indemnifying party's intentional or negligent acts or omissions. This provision shall survive any expiration, termination or non-renewal of this Agreement.
- c. This Agreement shall be governed by the laws of the State of New York. Any lawsuit arising under the terms and conditions of this Agreement shall be brought in the Supreme Court of the State of New York for the County of Orange.
- d. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by parties.

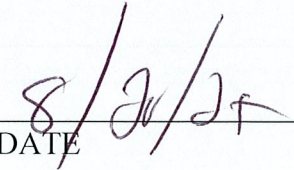
This agreement shall commence on September 2, 2025 and end on June 30, 2026. OU BOCES shall have the option to renew this agreement for an additional like period upon written notice to the Facility no less than thirty (30) days of the termination of this agreement, or as otherwise agreed to by both parties in writing.

KERRI STROKA
Deputy Superintendent
Orange-Ulster BOCES

DATE



JOSEPH M. DeSTEFANO
MAYOR
City of Middletown



DATE

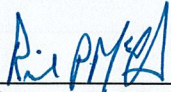


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

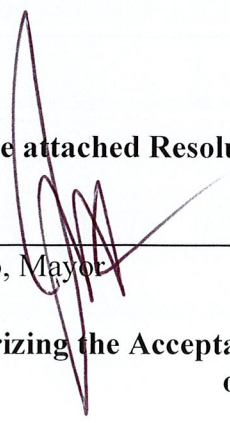
By: Alderman Witt
Seconded by: Alderwoman Wray
Date of Adoption: August 19, 2025
Index No: 215-25

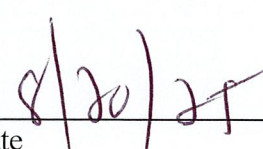
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing the Acceptance two (2) hand-crafted bike stands for parking lots on Reservoir trails.

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a donation of two (2) hand-crafted bike stands from *The Shop, Fabrication, Welding and Machinery* out of Florida, NY. These bike stands will be placed in the Vanduzer parking lot and Highland Lakes Parking lot.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None

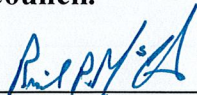


CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

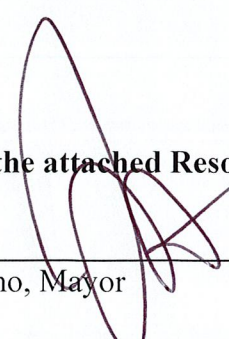
By: Alderman Witt
Seconded by: Alderman Kleiner
Date of Adoption: August 19, 2025
Index No: 216-25

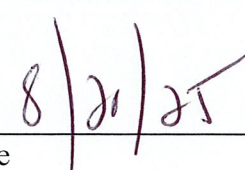
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing the Naming of a new Middletown Reservoir Mountain Bike Trail

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts the name of a new Middletown Reservoir Mountain Bike Trail.

Lakeside Burner - .5 mile loop

Named for the location and extreme temperatures Ryan Yasika faced while building this trail during the June 2025 heatwave. It is located between the Black Trail and Highland Lakes Road at the tip of Highland Lake. Lakeside Burner will eventually connect to the Black Trail.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

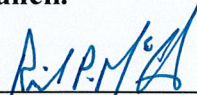


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

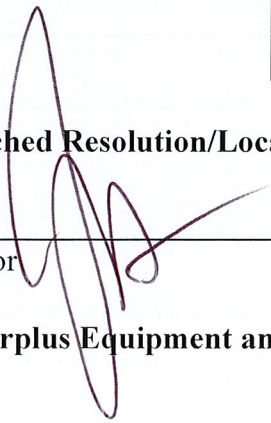
By: Alderman Masi
Seconded by: Alderman Green
Date of Adoption: August 19, 2025
Index No: 217-25

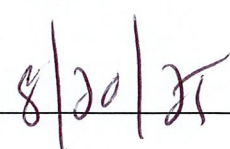
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 

Resolution Declaring Surplus Equipment and Authorizing Transfer in Lieu of Payment

BE IT RESOLVED, that the Common Council of the City of Middletown, New York, concurs with the Board of Estimate and Apportionment to declare the following equipment as surplus property:

- **One (1) 2008 Dodge Dump Truck** (currently out of service), requiring a new transmission and minor repairs with an estimated repair cost of \$11,213.00 (per attached quote from Hollywood Towing and Auto).

•

BE IT FURTHER RESOLVED, that the Common Council concurs with the Board of Estimate and Apportionment authorizes the transfer of said vehicle to Pool Plus as payment in lieu of monetary compensation for services rendered, specifically \$4,900 in completed repairs at the

Sproat Street Pool (per attached documentation).

Prepared by:

Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Hollywood
2.	Pool Plus
3.	2008 Dodge Dump

HOLLYWOOD TOWING & AUTO

0
0
8
8
2
5

Date 7/14/20

COST	SUBLET	AMOUNT
GAS		
OIL		
Grease		
Total Gas, Oil		

TOTAL AMOUNT DUE \$1710.00

NOT RESPONSIBLE FOR ANY PERSONAL ITEMS LEFT IN VEHICLE

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate the above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. STORAGE WILL BE CHARGED FORTY-EIGHT HOURS AFTER REPAIRS ARE COMPLETED. IN THE EVENT LEGAL ACTION IS NECESSARY TO ENFORCE THIS CONTRACT, I WILL PAY REASONABLE ATTORNEY'S FEES AND COURT COSTS.

SIGNED X _____

Terms: STRICTLY CASH Unless Arrangements Made.

Total Labor	\$1710
Total Parts	\$829
Sublet	-
Gas, Oil, etc	\$674
Shop Supplies	-
Sub Total	\$11,213
Tax	-
TOTAL	\$12,037

Thank You

ABOVE GROUND POOLS ☆ INSTALLATION & SALES

City Middletown State NY Phone 845 346-1440

QUANTITY	ITEM / DESCRIPTION	PRICE
	Replace 4 Commercial improved Skimmers Demolition w/ Concrete Install New Skimmers to existing Plumbing Seal and Grout New Skimmers to existing Block Pour New Deck W/lay	ALL BALANCES MUST BE PAID BY CASH OR CERTIFIED X CHECK.
	Job: Sprout Street Pool	

The parties hereto have read the terms of this receipt before signing same and hereby agree that no oral statement, remark, agreement or understanding not contained herein will be recognized or enforced.

1. Pool must be installed on solid level surface as per manufacturers instructions.
2. As per manufacturer's instructions, mound earth around pool sidewall.
3. Filter and Pool should be properly grounded. GFI only.
4. Check filter manual or town ordinances for #3 above.
5. For health and proper filter operation, correct chlorine content is important.
6. **WARNING** - Diving in pools less than 8 feet deep is prohibited - Running and horseplay are dangerous.

X

Agent

Balance

MIDDLETOWN CITY
DEPT OF PARKS&REC
16 JAMES ST
MIDDLETOWN NY 10940

00137

CERTIFICATE OF TITLE



NEW YORK STATE



Title and Identification No.

3D6WH46A68G214616
3D6WH46A68G214616

Year

2008

Make

DODGE

Model Code

R35

Body/Hull

DUMP

Document No.

241784L

Color

WH

Wt./Sts./Lgth.

8472

Fuel

DIE

Cyl./Prop.

6

New or Used

NEW

Type of Title

VEHICLE

Date Issued

7/29/08

Name and Address of Owner(s)

MIDDLETOWN CITY
DEPT OF PARKS&REC
16 JAMES ST
MIDDLETOWN NY 10940

ODOMETER READING:

00007

ACTUAL MILEAGE

00007

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

Lienholder

* NO LIENS RECORDED *

* NO LIENS RECORDED *

Lienholder

Lienholder

* NO LIENS RECORDED *

* NO LIENS RECORDED *

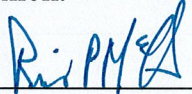


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

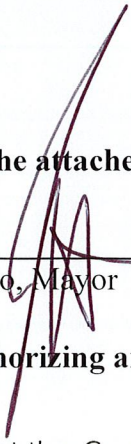
By: Alderman Johnson
Seconded by: Alderman Kleiner
Date of Adoption: August 19, 2025
Index No: 218-25

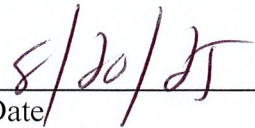
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolutions Authorizing an \$800 Budget Transfer within the 2025 Civil Service Budget

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$800, in the following manner,

FROM	TO	AMOUNT
A.1430.400	A.1430.480	\$800
Contractual Services	Office Expense	

To cover the cost of advertisement for a public meeting in September and additional office supplies.

Prepared by:

Attachments:

1.	Civil Service Budget Transfer request 8.11.25
----	---

Emailed Leonora 8-7-25

MEMO

To: Board of Estimate

From: Pam Welch Civil Service

Date: August 06, 2025

Re: Transfer of funds

Please include in the next Board of Estimate meeting the following transfer of funds.

Transfer \$800.00 from my contractual account #1430.400 to my Office expenses account #1430.480.

I will need to advertise in the Times Herald Record for a public meeting in September which wasn't budgeted for, and more envelopes and office supplies.

Thank you,

Pamela J. Welch

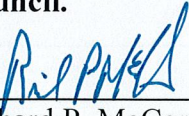


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

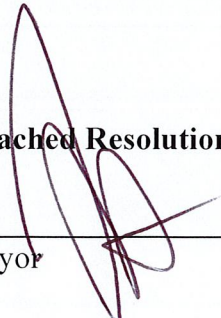
By: Alderman Jean-Francois
Seconded by: Alderman Johnson
Date of Adoption: August 19, 2025
Index No: 219-25

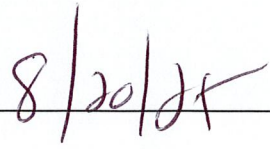
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 

Resolution Declaring Surplus Equipment and Authorizing Sale at Auction

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

• **2003 Ford F550**

- VIN: 1FDAF57P03ED59029
- Plate: AL6958
- Reason: Dump and compactor are rotted and rusted; vehicle starts but will not go into gear due to possible transmission issue.

- **2008 Chevy Suburban**

- VIN: 1GNFC16048J140127
- Plate: AZ4531
- Reason: Requires brakes and rotors; when braking, vehicle pulls to the right. Will no longer pass inspection; check engine light is on; main frame is rusted badly.

BE IT FURTHER RESOLVED, that the proceeds from the auction shall be deposited into the appropriate City account in accordance with municipal finance procedures.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Surplus
----	---------



Vehicle Surplus Form



Vehicle Make: Ford

Vehicle Model: F-550 super duty

Vin: 1FDA57P03ED59029

Plate: A 6958

Reason for Surplus: it dosent move and very
rusty. Dump & compactor is rotted. ~~Starts but~~
Possible transmission issue.

Name: Matt Lybolt

Date: 8/8/25
7/29/25

Signature: Matt Lybolt



Vehicle Surplus Form



Vehicle Make: Chevy

Vehicle Model: Suburban

Vin: 1GWHC16048J140127

Plate: A
Z 4531

Reason for Surplus: Drives - Rotors wont pass
inspection Engine light on.

Name: Matt Lybolt Date: 8/8/25
7/29/25

Signature: Matt Lybolt

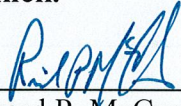


CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Green
Date of Adoption: August 19, 2025
Index No: 220-25

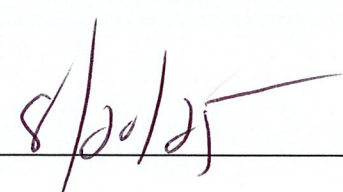
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing Budget Transfers within the Capital Fund to Close Out Completed Projects

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$122,571.03, in the following manner in order to close out capital projects in the Capital Funds,

FROM	AMOUNT	TO
------	--------	----

H.7110.027	\$28,970.63	
------------	-------------	--

A_2023 P&R WAR MEMORIAL POOL
HOUSE FLOORING_BI

Use towards 2024 BAN payment

H.3410.203

A_2023 FIRE COMPUTER
REPLACEMENT_EQUIP

7.10

Use towards 2024 BAN payment

H.7110.209

A_2023 P&R 4 BLEACHERS (1 FOR
WOLSLAYER FIELD & 3 FOR WATTS
PARK) EQUIP 268.09

Use towards 2024 BAN payment

CLOSE OUT PROJECTS BELOW

H.0747.201 1,084.74

A_STREET 2021 DODGE RAM 3500 &
JEEP CHEROKEE

Return to General Fund

H.7110.213 520.16

A_2023 WOLSLAYER FIELD
FOOTBALL SCOREBOARD EQUIP

Return remaining proceeds to Debt Service
Fund

H.0842.900

G_2012WWTP PHASE I/EFC.GENERAL
EXPENSE 23,315.95

Return funds to Sewer Fund

H.0855.900 1,209.00

G_2023 SEPTAGE RECEIVING UNIT

Return Funds to Sewer Fund

H.0868.900 17,915.54

F_2012 W/S MAINS/MANHOLE
REPAIR.GENERAL EXPENSE

Return funds to Water Fund

H.3120.206

A_2023 POLICE REPLACEMENT OF
HEATING AND COOLING SYSTEM BI 3,420.00

Return to General Fund

H.7110.208 0.31

A_2023 P&R 1 CHEVROLET 5500 MED.
DUTY SPREADER DUMP SNOW PLOW
TRUC: REPLAC. 2008

Return to General Fund

H.0941.900

A_2017 STREETSCAPE DRI GRANT 5,887.10

Return to General Fund

H.0912.900	39,972.41
Return to General Fund	
TOTAL	\$122,571.03

H.0995.495
UNSPENT PROCEI
EXPENSE

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	BOE Request Close Out Capital Projects
----	--



DEPARTMENT OF FINANCE City Of Middletown

Leonora Liz
Treasurer

16 James Street
Middletown, NY 10940
Tel: (845) 346-4150
Fax: (845) 343-1101

August 11, 2025

To: The Board of Estimate From: Leonora Liz, Treasurer

I am requesting to close out the following Capital Projects be closed and proceeds are distributed accordingly. See attached list.

Sincerely,

FROM	AMOUNT	TO
H.7110.207	28,970.63	
A_2023 P&R WAR MEMORIAL POOL HOUSE FLOORING_BI		
Used toward 2024 BAN payment		
H.3410.203		
A_2023 FIRE COMPUTER REPLACEMENT_EQUIP	7.10	
Used toward 2024 BAN payment		
H.7110.209		
A_2023 P&R 4 BLEACHERS (1 FOR WOLSLAYER FIELD & 3 FOR WATTS PARK) EQUIP	268.09	
Used toward 2024 BAN payment		
CLOSE OUT PROJECTS BELOW		
H.0747.201	1,084.74	
A_STREET 2021 DODGE RAM 3500 & JEEP CHEROKEE		
Return to General Fund		
H.7110.213	520.16	
A_2023 WOLSLAYER FIELD FOOTBALL SCOREBOARD_EQUIP		
Return remaining proceeds to Debt Service Fund		
H.0842.900		
G_2012WWTP PHASE I/EFC.GENERAL EXPENSE	23,315.95	
Return funds to Sewer Fund		
H.0855.900	1,209.00	
G_2023 SEPTAGE RECEIVING UNIT		
Return Funds to Sewer Fund		
H.0868.900	17,915.54	
F_2012 W/S MAINS/MANHOLE REPAIR.GENERAL EXPENSE		
Return funds to Water Fund		
H.3120.206		
A_2023 POLICE REPLACEMENT OF HEATING AND COOLING SYSTEM_BI	3,420.00	
Return to General Fund		
H.7110.208	0.31	
A_2023 P&R 1 CHEVROLET 5500 MED. DUTY SPREADER DUMP SNOW PLOW TRUC:		
REPLAC. 2008		
Return to General Fund		
H.0941.900	5,887.10	
A_2017 STREET SCAPE DRI GRANT		
Return to General Fund		
H.0912.900	39,972.41	
A_2015 WOOLWORTH PROJECT DRI GRANT		
total	122,571.03	H.0995.495
		UNSPENT PROCEEDS FOR DEBT EXPENSE



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

THE FOLLOWING WAS PRESENTED

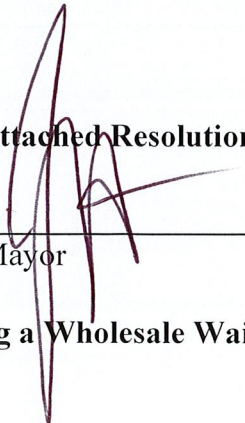
By: Alderwoman Wray
Seconded by: Alderman Tobin
Date of Adoption: August 19, 2025
Index No: 221-25

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


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 8/20/25

Resolution Authorizing a Wholesale Waiver Agreement with NYS Workers' Compensation Board

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with NYS Workers' Compensation Board to receive a settlement of \$318,028 for older claims.

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

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	First Amendment to Wholesale Waiver Agreement (City of Middletown) - FINAL 7.31.25
----	--

FIRST AMENDMENT TO WHOLESALE WAIVER AGREEMENT
BETWEEN
THE NYS WORKERS' COMPENSATION BOARD AND THE CHAIR THEREOF,
THE NYS WORKERS' COMPENSATION BOARD'S WAIVER AGREEMENT
MANAGEMENT OFFICE,
AND
THE CITY OF MIDDLETOWN
EXECUTED OCTOBER 26, 2022

THIS FIRST AMENDMENT to the Wholesale Waiver Agreement ("**Agreement**") is entered into by and among (1) **the New York State Workers' Compensation Board and the Chair thereof** (the "**Board**"), in the Board's capacity to oversee and manage the Special Disability Fund ("**SDF**"), as created in Workers' Compensation Law ("**WCL**") §14(6) and §15(8), and in the Board's capacity, pursuant to the authority set forth in WCL §§32(a)-(i), to, among other items, including but not limited to those related to the SDF, approve waiver agreements; (2) **the Board's Waiver Agreement Management Office ("WAMO")**, pursuant to the authority set forth in WCL §§32(e)-(i); (3) and **The Self-Insured Employer, City of Middletown** (the "**SIE**"); The Board, WAMO, and **SIE** are collectively referred to below as the "**Parties**" and individually as a "**Party**." This Agreement shall be effective as of the date on which it is fully executed by all Parties ("**Effective Date**").

WHEREAS, the Parties executed a Wholesale Waiver Agreement on October 26, 2022 ("**Wholesale Waiver Agreement**"), for workers' compensation claims covered by the SIE. Exhibit A, as attached to the Wholesale Waiver Agreement, lists workers' compensation claims entitled to reimbursement pursuant to WCL §§ 14(6) and/or 15(8) that were known to be covered by the SIE at the time of execution of the Wholesale Waiver Agreement;

WHEREAS, pursuant to the terms of the Wholesale Waiver Agreement, the SIE waived entitlement to reimbursement pursuant to WCL §14(6) and/or § 15(8) for the claims listed in Exhibit A to the Agreement;

WHEREAS, at the time of execution of the Wholesale Waiver Agreement there was a pending WCL Section 32 Retail Settlement pending for one of the claims (30209932) for which the SIE was liable and for which the SIE was entitled to reimbursement pursuant to WCL §14(6) and/or § 15(8);

WHEREAS, the claim was included in the Wholesale Waiver Agreement with no compensation provided to the SIE for waiving entitlement to reimbursement pursuant to WCL §14(6) and/or § 15(8) for the claim due to the pending WCL Section 32 Settlement Agreement;

WHEREAS, after execution of the Wholesale Waiver Agreement, the WCL Section 32 Settlement Agreement failed to be fully executed by the relevant parties, leaving liability for the claim with the SIE; and

WHEREAS, notwithstanding the language in Article I of the Wholesale Waiver Agreement, "Waiver," which provides that the Waiver applies to "any and all claims contained in Exhibit A, and any and all claims in which liability under WCL §§ 14(6) and 15(8) has or could potentially apply," the Board and the SIE have agreed that the Board will provide additional compensation to the SIE for the claim in exchange for the waiver of reimbursement pursuant to WCL §§ 14(6) and 15(8) for the claim.

NOW THEREFORE, in consideration of the mutual benefits to be received by the Parties hereto and the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. Article I of the Wholesale Waiver Agreement, "Waiver," is deleted in its entirety and replaced with a new Article I, "Waiver," which reads as follows:

Section 1.01 Subject to the receipt by the SIE of the Consideration set out in Section 3.01, the SIE, hereby irrevocably release the Board, WAMO, the SDF, the Special Funds Conservation Committee and their predecessors, successors, assigns, agents, representatives, employees, officers, and directors, from any and all reimbursement claims, liabilities, adjustments, obligations, offsets, actions, litigation costs and fees, causes of action, proofs of claim, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, agreements, promises, damages, judgments, claims, third-party liens and demands whatsoever, whether known, unknown or suspected, arising out of, or in connection with or in any manner related to any and all claims contained in Exhibit A.

2. Upon the best information and belief of the SIE, the SIE will make all the representations, warranties and covenants set forth in Section 2.01 of the Wholesale Waiver Agreement, "Warranties and Covenants," as of the date of execution hereof.
3. Upon the best information and belief of the Board and WAMO, the Board and WAMO, as applicable, collectively make all the representations, warranties and covenants set forth in Section 2.02 of the Wholesale Waiver Agreement, "Warranties and Covenants," as of the date of execution hereof.
4. Article III of the Wholesale Waiver Agreement, "Consideration," is deleted in its entirety and replaced with a new Article III, "Consideration," which reads as follows:

Section 3.01 The Board and WAMO agree to pay the SIE the sum of One Million Seven Hundred Ninety-Three Thousand Seven Hundred One Dollars and 00/100 (\$1,793,701) from the SDF for the waiver of the SIE's right to seek reimbursement under WCL §§ 14(6) or 15(8) for any and all past, present, and future claims under the Liquidated Insurer Policies (the "**Consideration**").

The Parties acknowledge and agree that the Board and WAMO have already made payment in the amount of One Million, Four Hundred Seventy-Five Thousand, Six Hundred Seventy-Three Dollars and 00/100 (\$1,475,673), and that such payment was made on or about November 1, 2022.

Payment of the remaining Three Hundred Eighteen Thousand Twenty-Eight Dollars and 00/100 (\$318,028) shall be made no later than thirty (30) days following the Effective Date of this Agreement (the "**Completion Date**").

Notwithstanding the foregoing, if the Completion Date occurs on a weekend or a holiday, then the payment must be completed by the end of the next business day. The Board shall make the above captioned payments via first class mail or by Automated Clearing House (ACH) to the SIE.

5. All other terms and conditions of the Wholesale Waiver Agreement shall remain in full force and effect, except to the extent that they are inconsistent with the terms and conditions of this First Amendment.
6. Execution and Approval of this First Amendment.

Section 8.01 Each Party to this Agreement represents that it is authorized to enter into this Agreement and the transactions contemplated herein.

Section 8.02 Each signatory to this Agreement represents that said signatory is authorized and empowered to execute this Agreement and the transactions contemplated herein and that any and all required approval(s) on its behalf have been properly obtained and that the Agreement is entered into voluntarily.

Section 8.03 In signing this Agreement, Joseph DeStefano, Mayor of City of Middletown, represents and attests that he has the authority to bind the SIE to the terms and conditions of this Agreement, and by signing does so bind said Parties to all of the terms and conditions of this Agreement.

Section 8.04 Electronic execution. This Agreement may be signed and exchanged by email or regular/certified/overnight mail and this Agreement as so signed and exchanged will constitute the binding Agreement of the Parties. Delivery of an executed signature page to this Agreement by facsimile or in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the dates set forth.

CITY OF MIDDLETOWN

By: _____

Name: Joseph DeStefano
Title: Mayor, City of Middletown
Date:

**DIRECTOR OF THE WAIVER AGREEMENT MANAGEMENT OFFICE, [or designee],
NEW YORK STATE WORKERS' COMPENSATION BOARD**

By: _____

Name: Valerie Vander Wal
Title: Supervising Attorney
Date:

**DIRECTOR OF FINANCE [or designee], NEW YORK STATE WORKERS'
COMPENSATION BOARD, AS ADMINISTRATOR OF THE SPECIAL DISABILITY
FUND**

By: _____

Name: Kelly Kurposka
Title: Director of Finance
Date:

CHAIR [or designee], NEW YORK STATE WORKERS' COMPENSATION BOARD

By: _____

Name: Keith Longden
Title: Acting General Counsel
Date:



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin
Seconded by: Alderman Jean-Francois
Date of Adoption: August 19, 2025
Index No: 222-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

8/20/25

Resolution Authorizing an Agreement with Stratagem Security for Panic Button Alarm Monitoring Services

BE IT RESOLVED, that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Stratagem Security Systems to monitor the Panic Button System at City Hall, the Recreation and Parks Department, and the Mulberry Senior Center at a rate of 149.85 per month, through December 2025.

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	City of Middletown - Panic Systems - Monitoring Agreement
----	---

STRATAGEM SECURITY INC.
2 Westchester Plaza
Elmsford, NY 10523
(914) 777-5700

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 06/01/2025

Subscriber's Name: City of Middletown New York

Telephone No.: (845)346-4100

Address: 16 James Street Middletown NY 10940

1. STRATAGEM SECURITY INC. (hereinafter referred to as "STRATAGEM" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Purchase Price: \$ _____

Approximate date work to begin _____

Taxes: \$ _____

Estimated date work to be substantially completed _____

Total: \$ _____

Down Payment: \$ _____

Balance due upon completion of installation: \$ _____

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring ☐ Service ☐ Inspection ☐ Remote Subscriber Access/Cameras ☐ Access Control Administration
☐ Alarm Signal Verification ☐ Guard Response ☒ Other: (See Attached Schedule of Equipment and Services.)

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF STRATAGEM: Provided Subscriber performs this agreement for the full term thereof, upon termination ALARMCOMPANY shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by STRATAGEM is the intellectual property of STRATAGEM and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by STRATAGEM.

CHECK BOX FOR APPROPRIATE SERVICES:

4. SERVICES AND CHARGES. Only services selected are included: All recurring charges are billed [select one option]:

- ☐ Monthly ☐ Quarter Annually ☐ Semi Annually ☒ Annually In Advance

(a) **CENTRAL STATION MONITORING CHARGES:** Subscriber agrees to pay STRATAGEM:

☐ (i) The sum of \$ _____, plus tax for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☐ (ii) The sum of \$ 149.85, plus tax, per month, payable in advance for the monitoring of the Security System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month: ☐ Telephone ☒ Cellular/Radio ☐ High Speed Internet Monitoring ☐ Intrusion ☒ Panic Alarm
☒ Other: **(See attached Schedule of Equipment and Services.)**

☐ (b) **SERVICE (Strike out i or ii)**

☒ (i) Subscriber agrees to pay STRATAGEM on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay STRATAGEM for all parts and labor at time of service. Subscriber is not obligated to call STRATAGEM for per call service and STRATAGEM is under no duty to provide service except its warranty service during warranty period. Service by anyone other than STRATAGEM during warranty period relieves STRATAGEM of any further obligations under the Limited Warranty. Initial here for per call service option _____

☐ ~~(ii) Subscriber agrees to pay STRATAGEM for service of the alarm equipment the sum of \$ _____ plus tax, per month, payable in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.~~

☐ (c) **INSPECTION:** Subscriber agrees to pay STRATAGEM \$ _____ plus tax, per month, payable in advance for the term of this agreement for inspection service. If this option is selected STRATAGEM will make an annual inspection of the security system. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all components to insure proper working order. If UL Certified the inspection will comply with UL Requirements. STRATAGEM will notify Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair.

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay STRATAGEM the sum of \$ _____ plus tax, per month, for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, STRATAGEM or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by STRATAGEM or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / FOR VIDEO STREAMING DATA [VSD] / CLOSED CIRCUIT TV [CCTV]:** Subscriber agrees to pay STRATAGEM the sum of \$ _____ plus tax, per month for the term of this agreement. Select remote access / video services to be provided:

- ☐ Local DVR ☐ Central Station Remote Video Monitoring for Streaming Video Data
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification video clips ☐ Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Other (describe): _____

☐ (f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay STRATAGEM the sum of \$ _____ plus tax, per month, for the term of this agreement. Select Access Control Administration services to be provided:

- ☐ Remote Access Administration ☐ On-site Administration ☐ Data Storage ☐ Data Backup

☐ (g) **GUARD RESPONSE:** Subscriber agrees to pay STRATAGEM the sum of (select payment method) \$ _____ plus tax, per month for the term of this agreement (or \$ _____ plus tax per guard response).

ONE YEAR

5. **TERM OF AGREEMENT: RENEWAL:** The term of this agreement shall be for a period of ~~five years~~ and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof STRATAGEM shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. STRATAGEM may invoice Subscriber in advance monthly, quarterly, or annually at STRATAGEM's option.

6. **CENTRAL OFFICE MONITORING SERVICES:** Upon receipt of a signal from Subscriber's alarm system, STRATAGEM or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from STRATAGEM. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of STRATAGEM or STRATAGEM's designee central office and STRATAGEM does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of STRATAGEM and are not maintained by STRATAGEM except STRATAGEM may own the radio network, and STRATAGEM shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish STRATAGEM with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List STRATAGEM will make a reasonable effort to contact the first person reached or notified on the list either by telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with STRATAGEM's notification obligation. All changes and revisions shall be supplied to STRATAGEM in writing. Subscriber authorizes STRATAGEM to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests STRATAGEM to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay STRATAGEM \$90.00 for each such service. STRATAGEM may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by STRATAGEM.

7. **SERVICE:** Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and STRATAGEM shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without STRATAGEM's written consent.

8. **SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by STRATAGEM, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with STRATAGEM's remote services. STRATAGEM will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by STRATAGEM or a third party. STRATAGEM shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. STRATAGEM shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

9. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. STRATAGEM does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system STRATAGEM will authorize Subscriber access. STRATAGEM is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and STRATAGEM shall have no liability for such third party unauthorized access. STRATAGEM is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. STRATAGEM is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

10. **ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service STRATAGEM or its designee shall store and/or backup data received from Subscriber's system for a period of one year. STRATAGEM shall have no liability for data corruption or inability to retrieve data even if caused by STRATAGEM's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by STRATAGEM and STRATAGEM has no responsibility for such access or IP address service. STRATAGEM shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

11. (a) **ACCESS CONTROL ADMINISTRATION:** If selected as a service to be provided STRATAGEM will maintain the data base for the operation of the Access Control System. Subscriber will advise STRATAGEM of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to STRATAGEM regarding personnel access must be in writing via email or fax to addresses designated by STRATAGEM. STRATAGEM shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

(b) **VIDEO SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, STRATAGEM shall store data received from Subscriber's system for one year. STRATAGEM shall have no liability for data corruption or inability to retrieve data even if caused by STRATAGEM's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by STRATAGEM and STRATAGEM has no responsibility for such access or IP address service. If system has remote access STRATAGEM is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. STRATAGEM shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

12. **STREAMING VIDEO DATA / CCTV:** If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, STRATAGEM or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of STRATAGEM or STRATAGEM's designee central office and STRATAGEM does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of STRATAGEM and are not maintained by STRATAGEM, except STRATAGEM may own the radio network, and STRATAGEM shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish STRATAGEM with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to STRATAGEM in writing. Subscriber authorizes STRATAGEM to access the supervisory panel to input or delete data and programming. If Subscriber requests STRATAGEM to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay STRATAGEM \$75.00 for each such service. STRATAGEM may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by STRATAGEM.

13. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, STRATAGEM or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests STRATAGEM to station its guard at the premises for more than 30 minutes, and STRATAGEM has sufficient personnel to provide such service, and STRATAGEM makes no such representation that its personnel will be available, then Subscriber agrees to pay STRATAGEM \$65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to STRATAGEM to provide extended guard service by email, text or recorded conversation to STRATAGEM at the time request is made and STRATAGEM is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

14. In the event that any part of the security system becomes defective, or in the event that any repairs are required, STRATAGEM agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. STRATAGEM reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. STRATAGEM is not the manufacturer of the equipment and other than STRATAGEM's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, STRATAGEM makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. STRATAGEM does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. STRATAGEM expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than STRATAGEM. STRATAGEM shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by STRATAGEM shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on STRATAGEM's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that STRATAGEM has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for STRATAGEM's breach of this agreement or negligence to any degree under this agreement is to require STRATAGEM to repair or replace, at STRATAGEM's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, STRATAGEM will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

15. DELAY IN INSTALLATION: STRATAGEM shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including STRATAGEM's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

16. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify STRATAGEM if it is in need of repair. Service if provided is pursuant to paragraph 4.

17. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without STRATAGEM's written consent.

18. ALTERATION OF PREMISES FOR INSTALLATION: STRATAGEM is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in STRATAGEM's sole discretion for the installation and service of the security system, and STRATAGEM shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

19. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by STRATAGEM.

20. LIEN LAW: STRATAGEM or any subcontractor engaged by STRATAGEM to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

21. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless STRATAGEM, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by STRATAGEM's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against STRATAGEM or STRATAGEM's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of STRATAGEM. STRATAGEM shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

22. EXCULPATORY CLAUSE: STRATAGEM and Subscriber agree that STRATAGEM is not an insurer and no insurance coverage is offered herein. The security equipment and STRATAGEM's services are designed to reduce certain risks of loss, though STRATAGEM does not guarantee that no loss will occur. STRATAGEM is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by STRATAGEM's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases STRATAGEM from any claims for contribution, indemnity or subrogation.

23. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which STRATAGEM is named as additional insured. STRATAGEM shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against STRATAGEM and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

24. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of STRATAGEM as a result of STRATAGEM's negligent performance to any degree or negligent failure to perform any of STRATAGEM's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that STRATAGEM's liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase STRATAGEM's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with STRATAGEM's increased liability. This shall not be construed as insurance coverage.

25. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by STRATAGEM, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of STRATAGEM's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix STRATAGEM's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to STRATAGEM, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and STRATAGEM shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

If STRATAGEM prevails in any litigation or arbitration between the parties, Subscriber shall pay STRATAGEM's legal fees. In any action commenced by STRATAGEM against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where STRATAGEM's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against STRATAGEM must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against STRATAGEM must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against STRATAGEM in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

26. STRATAGEM'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that STRATAGEM is authorized and permitted to subcontract any services to be provided by STRATAGEM to third parties who may be independent of STRATAGEM, and that STRATAGEM shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that STRATAGEM shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints STRATAGEM to act as Subscriber's agent with respect to such third parties, except that STRATAGEM shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to STRATAGEM's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of STRATAGEM.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of STRATAGEM assigned by STRATAGEM to perform any service for or on behalf of Subscriber for a period of two years after STRATAGEM has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, STRATAGEM shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with STRATAGEM, times twelve, together with STRATAGEM's counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse STRATAGEM for any fines relating to permits or false alarms. STRATAGEM shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should STRATAGEM be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay STRATAGEM for such service or material.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants STRATAGEM a security interest in the security equipment installed by STRATAGEM and STRATAGEM is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes STRATAGEM to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except STRATAGEM's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS 4 PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

STRATAGEM SECURITY INC.:

SUBSCRIBER:

By: _____

Joseph M. DeStefano - Signed for The City of Middletown
Name of Subscriber to be Printed Above

Subscriber: Signature by Authorized Officer

Title of Person Signing

Subscriber agrees to have its credit card automatically charged for all charges under this agreement.

Tax ID or EIN

Subscriber: Signature by Authorized Officer

Title of Person Signing

Credit Card #: _____

Signature (Name Must Be Printed Below) SS#

Expiration Date: _____ Security Code: _____

☐ Mastercard ☐ Visa ☐ American Express

Print Name

Residence Address

Cardholder's Name (As it appears on credit card)

Billing Address: _____

Subscriber's Email Address: _____

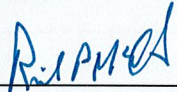


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

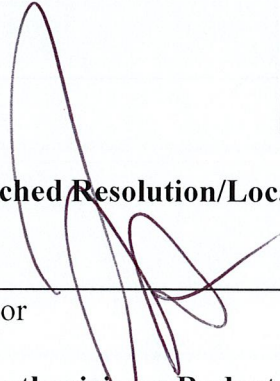
By: Alderman Witt
Seconded by: Alderman Masi
Date of Adoption: August 19, 2025
Index No: 223-25

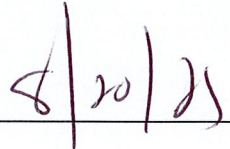
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing a Budget Transfer for Camp Scholarships

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$2,180.00 in the following manner,

FROM	TO	AMOUNT
A.2705.07 Camp Scholarships	A.2027 Day Camp Fee	\$2,180.00

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Camp Scholarships
2.	Camp Scholarships

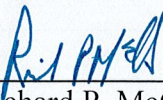


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

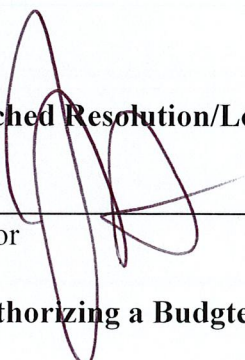
By: Alderman Masi
Seconded by: Alderman Kleiner
Date of Adoption: August 19, 2025
Index No: 224-25

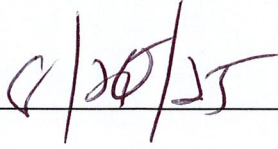
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing a Budget Transfer within the Water Budget

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$22, in the following manner,

FROM	TO	AMOUNT
F.8320.200	F.8310.400	\$22
PUMPING STATING OTHER EQUIPMENT	Contractual Serv	

TO cover the cost of GASB 75

Prepared by:
Leonora Liz, Treasurer

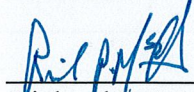


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

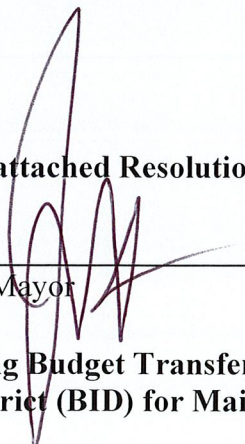
By: Alderman Kleiner
Seconded by: Alderman Johnson
Date of Adoption: August 19, 2025
Index No: 225-25

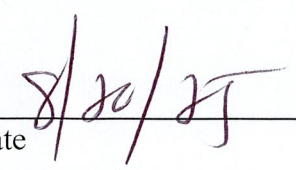
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 

Resolution Authorizing Budget Transfer and Reimbursement to the Business Improvement District (BID) for Maintenance/Beautification Program

BE IT RESOLVED, that the Common Council of the City of Middletown, New York, concurs with the Board of Estimate and Apportionment, and hereby authorizes the City Treasurer to transfer funds in the amount of **Fifteen Thousand Dollars (\$15,000.00)** as follows:

FROM	TO	AMOUNT
A.9000.893	A.6200.400	\$15,000
Disability Insurance	Contractual Services	

BE IT FURTHER RESOLVED, that the Treasurer is authorized to issue payment in the amount of **\$15,000.00** to the Business Improvement District (BID) as reimbursement for the following

services performed:

- Landscaping, weeding, mulching, and heavy pruning at **Erie Way Park, Rail Trail Commons Parking Area, and Orchard Street Parking Lot;**
- Tree trimming at **Run 4 Downtown Park** and **King Street;**
- Spraying beds and sidewalks, and weeding/mulching around the **Fireman Joe Statue;**
- Spraying of all tree beds on **North Street, South Street, East Main Street, and West Main Street.**

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	8.18.25 BID BEAUTIFICATION
----	----------------------------

Tony Monaco Landscaping, Inc
 60 Scotchtown Dr
 Middletown, NY 10941 US
 +18452839085
 mkubik@hvc.rr.com

Invoice

BILL TO
City of Middletown Downtown Bid District Middletown, NY 10940

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
17716	08/12/2025	\$6,900.00	09/11/2025	Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
08/12/2025	Erie Way Park - heavy pruning and trimming of bushes and trees. Removal of dead shrubs and plants. Manually pull weeds and spray herbicide. Removal of 2 flowerbeds near pavilion, topsoil, seed and hay. Remove bed around group of trees near sidewalk. Create mulch rings around trees and topsoil, seed and hay rest of area. Area near port-a-potty - supply and install the following: 3 Boxwoods 3 Perennials Supply and install brown mulch to all beds.	1	5,900.00	5,900.00T
08/12/2025	Skate Park - trimming, clean up and mulching of trees.	1	1,000.00	1,000.00T

SUBTOTAL	6,900.00
TAX	0.00
TOTAL	6,900.00
BALANCE DUE	\$6,900.00

Proposal
TONY MONACO LANDSCAPING, Inc.
60 Scotchtown Drive
Middletown, New York 10941
Phone (845)343-9772 Fax (845)343-9774

Date: July 29, 2025
Proposal: City of Middletown Downtown bid district
Phone: 845-741-6117

We hereby submit specifications and estimates for:

Behind Oak and Reed parking lot and the adjacent parking lot
Heavily pruning and trimming shrubs and trees.
Removal of dead shrubs and plants
Manually pull weeds and spray herbicide
Supply and installation of brown hardwood mulch to all beds

Total \$4,200.00

Non-prevailing wage

Payment Terms:
Balance payable upon completion of job

Plus, all applicable tax if necessary.

Restoration of lawn areas consisting of topsoil, seeding and re-mulching where needed.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. A service charge of 2% per month will be added to ALL OVERDUE ACCOUNTS, also liable for all legal and collection fees.

Note: If payment is made in any other means beside cash or check 3% discount will be removed. This proposal may be withdrawn by us if not accepted within 20 days

All material is guaranteed to be as specified. Labor is guaranteed for a period of 1 year. There is no warranty on plants. All private electrical wires, pipes, sewer, etc., are the property owner's responsibility to mark before any digging. Contractor will not be held responsible. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry, fire, tornado, and other necessary insurance.

Authorized Signature: *Anthony Monaco*

Acceptance of Proposal-The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Proposal
TONY MONACO LANDSCAPING, Inc.

60 Scotchtown Drive
Middletown, New York 10941
Phone (845)343-9772 Fax (845)343-9774

Date: May 9, 2023
Proposal: City of Middletown Downtown bid district
Phone: 845-741-6117

We hereby submit specifications and estimates for:

Run for Downtown Park
Raise up branches on large tree
To include tree bucket and climbing service
Clean up

Total \$1,100.00

Non-prevailing wage

Payment Terms:
Balance payable upon completion of job

Plus, all applicable tax if necessary.

Restoration of lawn areas consisting of topsoil, seeding and re-mulching where needed.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. A service charge of 2% per month will be added to ALL OVERDUE ACCOUNTS, also liable for all legal and collection fees.

Note: If payment is made in any other means beside cash or check 3% discount will be removed. This proposal may be withdrawn by us if not accepted within 20 days

All material is guaranteed to be as specified. Labor is guaranteed for a period of 1 year. There is no warranty on plants. All private electrical wires, pipes, sewer, etc., are the property owner's responsibility to mark before any digging. Contractor will not be held responsible. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry, fire, tornado, and other necessary insurance.

Authorized Signature: *Anthony Monaco*

Acceptance of Proposal-The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: *M.B. President* Date: *5/9/25*
Downtown Business Improvement District

Proposal
TONY MONACO LANDSCAPING, Inc.
60 Scotchtown Drive
Middletown, New York 10941
Phone (845)343-9772 Fax (845)343-9774

Date: May 5 2025
Proposal: City of Middletown Downtown bid district
Phone: 845-741-6117

We hereby submit specifications and estimates for:

Spray beds and sidewalks Run for Downtown Park, Jerry's Park and alleyway, Erie Way Park
Spray beds and sidewalks of Police station, City Hall and Degnan Square
Weed beds and mulch around Fireman Joe Statue.

Total \$1,900.00

Non-prevailing wage

Payment Terms:
Balance payable upon completion of job

Plus, all applicable tax if necessary.

Restoration of lawn areas consisting of topsoil, seeding and re-mulching where needed.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. A service charge of 2% per month will be added to ALL OVERDUE ACCOUNTS, also liable for all legal and collection fees.

Note: If payment is made in any other means beside cash or check 3% discount will be removed. This proposal may be withdrawn by us if not accepted within 20 days

All material is guaranteed to be as specified. Labor is guaranteed for a period of 1 year. There is no warranty on plants. All private electrical wires, pipes, sewer, etc., are the property owner's responsibility to mark before any digging. Contractor will not be held responsible. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry, fire, tornado, and other necessary insurance.

Authorized Signature: *Anthony Monaco*

Acceptance of Proposal-The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Ma. Ben, President

Date: *5/19/25*

Downtown Business Improvement District

Proposal
TONY MONACO LANDSCAPING, Inc.
60 Scotchtown Drive
Middletown, New York 10941
Phone (845)343-9772 Fax (845)343-9774

Date: May 29, 2025
Proposal: City of Middletown Downtown bid district
Phone: 845-741-6117

We hereby submit specifications and estimates for:

Spray in all sidewalk tree beds on North St., South St., E. Main St., W. Main St.

Total \$400.00

Non-prevailing wage

Payment Terms:
Balance payable upon completion of job

Plus, all applicable tax if necessary.

Restoration of lawn areas consisting of topsoil, seeding and re-mulching where needed.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. A service charge of 2% per month will be added to ALL OVERDUE ACCOUNTS, also liable for all legal and collection fees.

Note: If payment is made in any other means beside cash or check 3% discount will be removed. This proposal may be withdrawn by us if not accepted within 20 days

All material is guaranteed to be as specified. Labor is guaranteed for a period of 1 year. There is no warranty on plants. All private electrical wires, pipes, sewer, etc., are the property owner's responsibility to mark before any digging. Contractor will not be held responsible. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry, fire, tornado, and other necessary insurance.

Authorized Signature: *Anthony Monaco*

Acceptance of Proposal-The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Man B, President
Middletown BID

Date: *May 30 - 25*

Proposal
TONY MONACO LANDSCAPING, Inc.

60 Scotchtown Drive
Middletown, New York 10941
Phone (845)343-9772 Fax (845)343-9774

Date: May 5, 2025
Proposal: City of Middletown Downtown bid district
Phone: 845-741-6117

We hereby submit specifications and estimates for:

King Street Park
Raise up and trim trees
Clean up

Total \$575.00

Non-prevailing wage

Payment Terms:
Balance payable upon completion of job

Plus, all applicable tax if necessary.

Restoration of lawn areas consisting of topsoil, seeding and re-mulching where needed.

PAYMENT IS DUE UPON RECEIPT OF INVOICE. A service charge of 2% per month will be added to ALL OVERDUE ACCOUNTS, also liable for all legal and collection fees.

Note: If payment is made in any other means beside cash or check 3% discount will be removed. This proposal may be withdrawn by us if not accepted within 20 days

All material is guaranteed to be as specified. Labor is guaranteed for a period of 1 year. There is no warranty on plants. All private electrical wires, pipes, sewer, etc., are the property owner's responsibility to mark before any digging. Contractor will not be held responsible. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry, fire, tornado, and other necessary insurance.

Authorized Signature: *Anthony Monaco*

Acceptance of Proposal-The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: *Ma Bri, President* Date: *5/19/25*
Downtown Business Improvement District

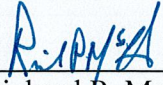


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

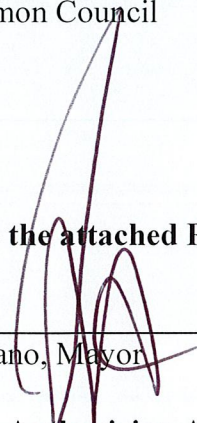
By: Alderman Masi
Seconded by: Alderwoman Wray
Date of Adoption: August 19, 2025
Index No: 226-25

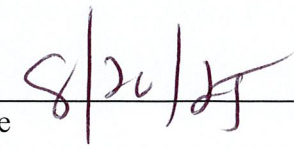
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 

Resolution Authorizing Acceptance of County Grants and Budget Amendment

BE IT RESOLVED, that the Common Council of the City of Middletown, New York, hereby authorizes the acceptance of the **Municipal Legislative Grant** from the County of Orange in the amount of **Four Thousand Nine Hundred Ninety-Nine Dollars (\$4,999.00)** and the **Municipal Tourism Grant** from the County of Orange in the amount of **Four Thousand Nine Hundred Ninety-Nine Dollars (\$4,999.00)**; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign any and all documents necessary to effectuate the acceptance of said grants, with Legislator **Michael Paduch** serving as the Legislative Sponsor for the Municipal Legislative Grant; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2025 Budget as follows:

Increase Appropriations

- A.7011.498 – Expense Line: **\$9,998.00**

Increase Revenues

- A.2802 – County Aid & Grants: **\$4,999.00**
- A.2807 – County Aid & Grants: **\$4,999.00**

BE IT FURTHER RESOLVED, that these grant funds shall be applied toward the purchase of **two decorative benches and one litter container** to be installed at **Thrall Park** and during the **Run 4 Downtown ROCK – ROLL – RUN Weekend**.

Prepared by:

Maria Bruni, Director of Economic and Community Development

Attachments:

1.	Municipal Legislative Tourism Grants Program 2025
----	---

CITY OF MIDDLETOWN
Office of Economic & Community Development

August 11, 2025

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

RE: Municipal Legislative& Municipal Tourism Grant Programs

Dear Members:

I am requesting authorization to accept the Municipal Legislative Grant from the County of Orange in the amount of \$4,999.00 & the Municipal Tourism Grant from the County of Orange in the amount of \$4,999.00 and to authorize the Mayor, to sign any and all documents pertaining to these grants. The Legislative Sponsor for the Municipal Legislative Grant is Legislator Michael Paduch.

Also, requesting authorization for the Treasurer to increase the A.7011.498 Expense line by \$9,998.00 and add to the revenue lines A.2802- County Aid & Grants \$4,999.00 and A.2807- County Aid & Grants \$4999.00.

These grant funds will be applied toward the purchase of two decorative benches and a litter container which will be installed at Thrall Park and Run 4 Downtown ROCK – ROLL – RUN Weekend.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

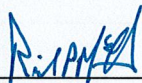


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

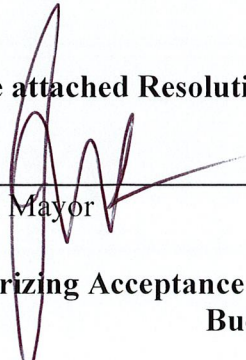
By: Alderman Green
Seconded by: Alderman Kleiner
Date of Adoption: August 19, 2025
Index No: 227-25

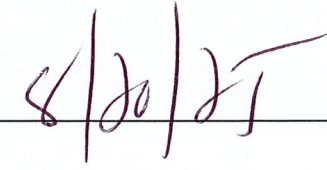
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 

Resolution Authorizing Acceptance of Grant Award from Senator James Skoufis and Budget Amendment

BE IT RESOLVED, that the Common Council of the City of Middletown, New York, hereby authorizes the acceptance of a grant award in the amount of **Ten Thousand Dollars (\$10,000.00)** from Senator **James Skoufis**, and authorizes the Mayor to sign any and all documents necessary to effectuate the acceptance of said grant; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to amend the 2025 Budget as follows:

Increase Revenue

- A.3501 – State Aid: **\$10,000.00**

Increase Appropriations

- A.7010.800 – Expense Line: **\$10,000.00**

BE IT FURTHER RESOLVED, that this grant award, provided as a **legislative initiative from Senator James Skoufis**, shall be applied toward expenses associated with the **Middletown BBQ & Resource Fair**, to be held in September, and is subject to reimbursement.

Prepared by:

Maria Bruni, Director of Economic and Community Development

Attachments:

1.	Skoufis Grant Award Legislative Initiative
2.	Skoufis Award Letter

CITY OF MIDDLETOWN
Office of Economic & Community Development

August 15, 2025

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

RE: Skoufis Grant Award

Dear Members:

I am requesting authorization to accept the \$10,000.00 grant award from Senator James Skoufis and to authorize the Mayor, to sign any and all documents pertaining to this grant.

Also, requesting authorization for the Treasurer to increase the Revenue line # A.3501 and increase Expense line # A.7010.800

This grant award is a legislative initiative from Senator James Skoufis for the Middletown BBQ & Resource Fair to be held in September. This is a reimbursable grant.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

CHAIR
INVESTIGATIONS AND GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES AND COMMISSIONS
FINANCE
INSURANCE
JUDICIARY
LABOR
LOCAL GOVERNMENT



SENATOR
JAMES SKOUFIS
42ND SENATORIAL DISTRICT
STATE OF NEW YORK
DEPUTY MAJORITY LEADER FOR
STATE/FEDERAL RELATIONS

ALBANY OFFICE:
612 LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
45 QUAKER AVE., STE. 202
CORNWALL, NY 12518
OFFICE: 845-567-1270

E-MAIL:
SKOUFIS@NYSENATE.GOV

June 27, 2025

Maria Bruni
Director of Economic & Community Development
City of Middletown
16 James Street
Middletown, NY 10940

Dear Director Bruni,

It is my pleasure to award the City of Middletown a grant in the amount of \$10,000 for the Middletown BBQ & Resource Fair. This funding has been secured via budget resolution as a legislative initiative.

This funding can take some time to move forward. After processing all legislative initiative funding, Senate Finance will send award notices to the relevant agencies by the Fall of 2025. Once the agency has received this, it can take up to six months before they reach out to the awardee, although it can certainly be sooner. At the earliest, you would hear back from the administering agency at the beginning of 2026.

Separately, my team will be in touch soon to begin assisting with coordination of this year's event. We appreciate your partnership on this important effort to engage our shared constituents.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact William Alexander, my Director of Operations, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,

A handwritten signature in black ink, appearing to read "James Skoufis".

James Skoufis
Senator, 42nd District

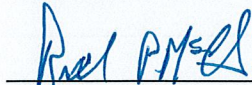


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

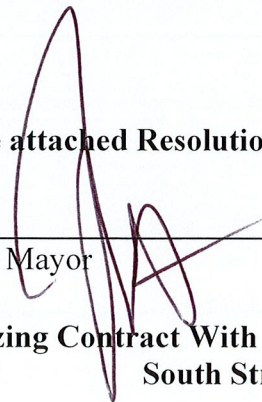
By: Alderman Johnson
Seconded by: Alderman Jean-Francois
Date of Adoption: August 19, 2025
Index No: 228-25

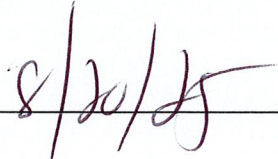
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 

**Resolution Authorizing Contract With Advance Testing For Special Inspection Services –
South Street Parking Garage**

BE IT RESOLVED, that the Board of Estimate and Apportionment hereby authorizes the City to enter into a contract with Advance Testing for special inspection services during the construction of the South Street Parking Garage, in an amount not to exceed \$50,000.00, with funding to be drawn from the available project budget.

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

Prepared by:

Attachments:

1.	BOE MEMO- PARKING GARAGE- ADVANCE TESTING
----	---

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 18, 2025

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

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

From: Jacob Tawil, Commissioner of Public Works

Re: South Street Parking Garage- Special Inspections Services

We respectfully request authorization and approval of the enclosed proposal from Advance Testing for special inspection services during the construction of the South Street Parking Garage. Proposals were received from both Advance Testing and Atlantic Testing. These proposals were reviewed and evaluated by the project engineer, CPL, who has provided the attached comparison spreadsheet.

Based on CPL's evaluation and recommendation, we concur with entering into a contract with Advance Testing for special inspection services, with a budget not to exceed \$50,000.

Available project budget will be used for this expense. We will approach this matter again if there are shortages in project funding, as the construction has just started.

Thank you.



August 13, 2025

Jacob Tawil, PE
Commissioner of the Department of Public Works
City of Middletown
16 James Street
Middletown, NY 10940

Re: South Street Parking Garage – Special Inspections Services
Recommendation

Dear Mr. Tawil:

As per the City's request, CPL has solicited proposals for required special inspections during the construction phase of the South Street Parking Garage. Attached please find the following proposals:

- Advance Testing, dated July 29, 2025
- Atlantic Testing Laboratories, dated August 1, 2025

CPL has evaluated the proposals and prepared the attached spreadsheet for comparison purposes.

We recommend that the City enters into a contract with Advance Testing with a budget not to exceed \$50,000.

Very truly yours,

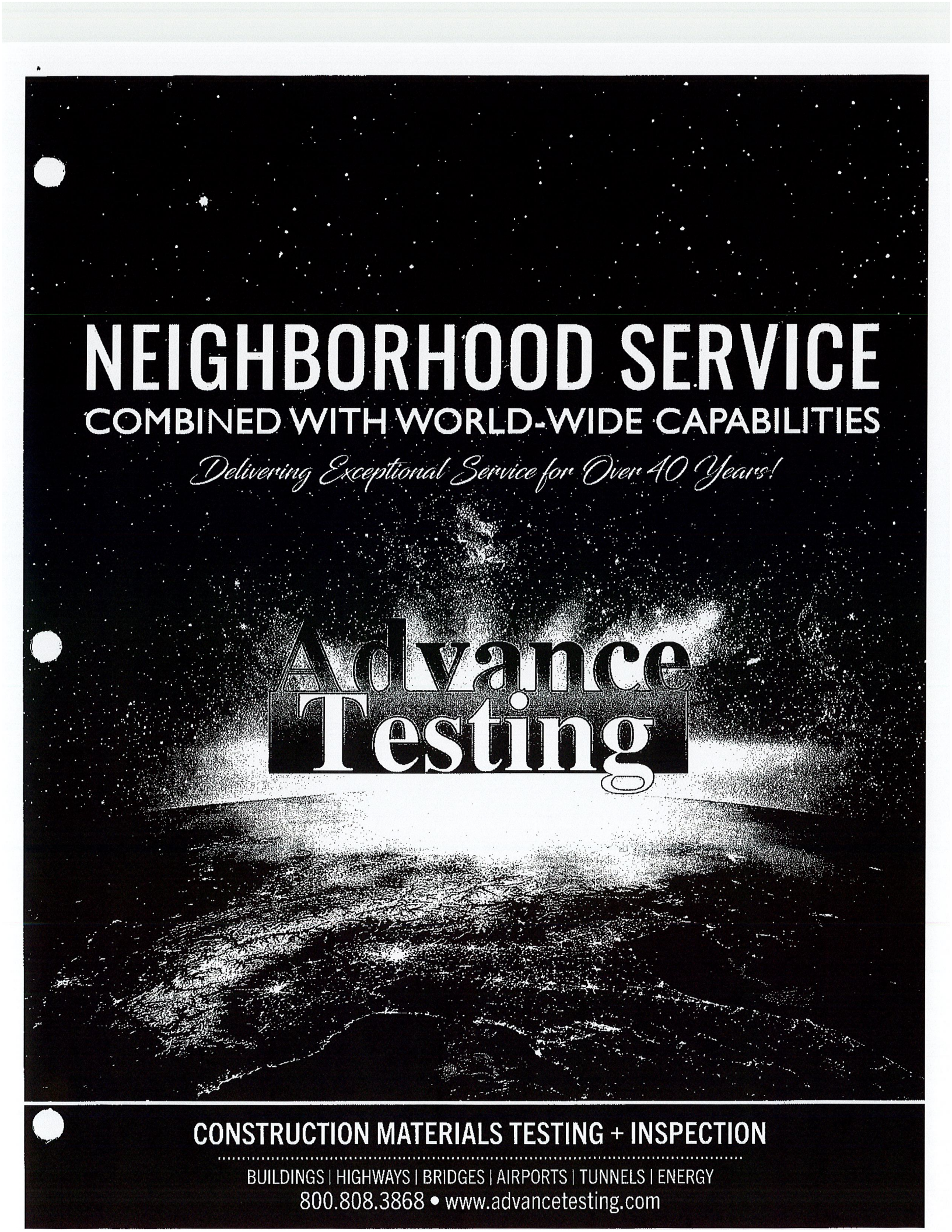
Wanda Livigni
Engineering Project Manager

Enclosures: Proposals

C: File

Middletown - South St Garage
Special Inspections Proposal Comparison solely for Basis of Recommendation

Service	ESTIMATED QTY	Unit Cost		ESTIMATED Total Cost	
		Advance Testing	Atlantic Testing	Advance Testing	Atlantic Testing
Sample Pick up	12	\$245.00	\$165.00	\$2,940.00	\$1,980.00
Soil Compaction Inspection - 1/2 day	10	\$370.00	\$390.00	\$3,700.00	\$3,900.00
Soil Compaction Inspection - full day	15	\$685.00	\$624.00	\$10,275.00	\$9,360.00
Concrete Technician - 1/2 day	5	\$370.00	\$324.00	\$1,850.00	\$1,620.00
Concrete Technician - full day	5	\$620.00	\$550.00	\$3,100.00	\$2,750.00
Reinforced Steel Inspector - full day	4	\$700.00	\$800.00	\$2,800.00	\$3,200.00
Structural Steel/Weld - full day	5	\$950.00	\$800.00	\$4,750.00	\$4,000.00
Masonry Inspector - 1/2 day	5	\$420.00	\$390.00	\$2,100.00	\$1,950.00
Masonry Inspector - full day	5	\$700.00	\$624.00	\$3,500.00	\$3,120.00
Washed Sieve Analysis	2	\$45.00	\$40.00	\$90.00	\$80.00
Gradation/Sieve Analysis	2	\$65.00	\$75.00	\$130.00	\$150.00
Grout test	32	\$19.00	\$24.00	\$608.00	\$768.00
Density Gauge/Meter	22	\$100.00	\$65.00	\$2,200.00	\$1,430.00
Compressive strength concrete cylin	120	\$19.00	\$22.00	\$2,280.00	\$2,640.00
Standard or modified Proctor	4	\$240.00	\$160.00	\$960.00	\$640.00
Travel & Mileage	58 in cluded in rates		\$135.00	\$0.00	\$7,830.00
Comparison Total				\$41,283.00	\$45,418.00



NEIGHBORHOOD SERVICE

COMBINED WITH WORLD-WIDE CAPABILITIES

Delivering Exceptional Service for Over 40 Years!

Advance Testing

CONSTRUCTION MATERIALS TESTING + INSPECTION

BUILDINGS | HIGHWAYS | BRIDGES | AIRPORTS | TUNNELS | ENERGY

800.808.3868 • www.advancetesting.com

— Since — **Advance Testing** — 1984 —

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

July 29, 2025

City of Middletown
16 James Street
Middletown, NY 10940
Attention: Jacob Tawil

Re: South St. Parking Garage Phase 1 - Middletown, NY

Dear Mr. Tawil,

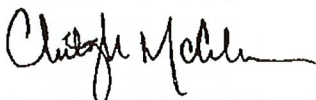
On behalf of Advance Testing, I would like to thank you for giving us the opportunity to submit a proposal for the first phase of the South St. Parking Garage in Middletown, NY. Advance Testing has been honored to contribute to some of the most prestigious construction projects in the region, and our unwavering commitment to quality and excellence has earned us a reputation as a trusted and reliable testing and inspection firm. We work to do this by providing a seasoned management team that takes an active role in meetings and progress discussions, a certified and qualified group of technical inspectors and technicians, a fleet of professionally calibrated equipment and parts, and one of the industry's most state-of-the-art materials testing laboratories.

We have been fortunate to provide service on a wide array of parking structures, inclusive of both on-site inspections and testing, as well as fabrication inspection of the garage components. Some of these have included the newly added parking garage at Garnet Health Medical Center, the 2.7 million square foot Consolidated Rent-A-Car garage at Newark Airport, Resorts World Catskill's partially below-grade parking garage, several parking garages for Regeneron Pharmaceuticals, long-time support of the parking structure at the Poughkeepsie Galleria, and we are currently providing services in support of the new JFK Airport Ground Transportation Center that will house 1,950 parking spaces once completed. I encourage you to review our company's history and project experience, or even schedule a visit to our accredited laboratory to see the attention we give to each of our clients' projects.

I have attached a fee schedule and our service agreement for your review. If you have any questions or would like more information, please do not hesitate to contact me at (845) 496-1600 ext. 215 or cmccracken@advancetesting.com.

Thank you again for considering Advance Testing.

Sincerely,



Christopher McCracken
Vice President of Business Development

— Since — **Advance Testing** — 1984 —

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

The Advance Testing Advantage – What Makes Us Different?

Founded in 1984, Advance Testing Company was established with the intent of raising the bar with regard to quality of service provided by the existing firms within the construction materials testing industry. The company drafted a mission statement consisting of six key points as follows, which continue to be the guiding light for the firm's direction to this day.

- To recognize that our employees are our number one asset and to encourage their dedication and commitment through teamwork, education and recognition.
- To provide our clients with the highest level of professionalism through quality of service, reliability and integrity.
- To treat our clients' interests as though they were our own.
- To be leaders in the field through new and innovative services, training programs and testing equipment.
- To attract and retain talented people.
- To grow and earn a responsible profit to ensure the preservation of Advance Testing, thereby providing opportunities for our employees and our clients.

Advance Testing's primary goal on every project is to not only provide testing and inspection services, but to add value to the owners, architects, engineers, contractors and material suppliers we work with. Our work approach includes ongoing communication with project staff as well as an in-depth analysis of the construction schedule in order to determine personnel and equipment allocation; daily scheduling of inspection and testing activity is completed by utilizing Advance Testing's proprietary project management application; execution of inspection and testing activities by qualified, certified inspectors; formal review of reports by project management; timely resolution of any outstanding issues or non-conformances; and stringent internal Quality Assurance policies. Specific examples of how Advance Testing's work approach adds value are outlined below.

Firm Qualifications & Background

- Accredited and/or validated by AASHTO (American Association of State Highway Transportation Officials), NVLAP (National Voluntary Laboratory Accreditation Program), and USACE (United States Army Corps of Engineers).
- Recipient of the ACIL (American Council of Independent Laboratories) *Customer Service Quality Award* for 12 consecutive years, with special designation as being in the top fifth of firms nationwide for *Timeliness* and *Overall Customer Satisfaction*.
- Licensed by the New York City Department of Buildings (NYCDOB) as a concrete testing agency and an accredited Special Inspection Agency via International Accreditation Service (IAS).
- Offices in NY (3), CT, MA and FL..
- Provided services for over 1,650 projects in 2024, and more than 7,200 projects over the past 5 years.

Advance Testing

Since 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

- Private-sector projects of note: LEGOLAND NY Theme Park, CPV Valley Energy Center, Resorts World Catskills Casino Resort, Tesla Distribution Center, Kartrite Indoor Water Park, Marist College
- Public-sector megaprojects: Mario M. Cuomo Bridge, World Trade Center Reconstruction, Goethals Bridge Replacement Project, Bayonne Bridge Navigational Clearance Project, Delaware Aqueduct Rondout-West Bypass Tunnel, LaGuardia Airport Redevelopment, Newark Airport Redevelopment

Laboratory

- One of the Northeast's most state-of-the-art construction materials testing laboratories.
- Samples received from across the United States, as well as Puerto Rico, Germany, China and Africa.
- No additional fees for rush samples. If allowed by the test method a sample can be received, tested and have a report turned around by following shift of work (under 24 hours).
- Proactively schedule second and third shifts during peak seasonal demand to ensure continuity and complete any expedited testing requests.
- Continually exploring new test methods not currently in scope and invest in the necessary equipment and employee training to meet client needs.

Field Service & Support

- Scope of services offers full gamut of inspection and testing services needed to fulfill all requirements for building construction projects from ground level to roof; and infrastructure projects such as highways, bridges, tunnels, airports, bridges, water and energy facilities from start to completion.
- Management and senior staff are available around-the-clock to provide field technicians with answers to questions that may arise during the course of a shift, with supervisors scheduled 24 hours per day to support night shift work.
- Senior staff routinely perform QA visits to projects to ensure that all testing requirements and client needs are being met.
- Management regularly participates in pre-construction and progress meetings, at no additional cost.
- After-hours emergency support number allows for clients and staff to reach out with any scheduling issues or requests 24 hours a day, 365 days per year. This system sends a voicemail, an e-mail, and a text message to 16 managers including the President of the company, with average response time within five minutes.
- Use of on-site mobile/on-site testing laboratories and equipment storage facilities to reduce costs and increase efficiencies for our clients.
- Affiliate company Atech Center provides wide array of training and certification program development, utilized to train, certify and qualify Advance Testing staff.

Reporting & Document Control

- Offers additional review of specifications to ensure no testing requirements are overlooked.
- Field reports are available in real-time via on-site technician and can be sent back to the office for review prior to leaving the site.

— Since — **Advance Testing** — 1984 —

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

- Deficiencies encountered that can still be corrected without an engineer's approval are identified as an 'outstanding issue' (not an NCR), which Advance Testing will monitor and follow up on until resolved, minimizing delays due to NCRs issued. Should any issues leading to a non-conformance report arise they are corrected immediately when possible, and a report of these items can be generated on a daily basis.
- Ability to provide a complete package of reports in a binder or as a PDF, based on client request.
- On-site project manager can provide daily summary sheet to provide an overview of inspections provided.
- Licensed Professional Engineers available to review/stamp reports at no additional cost.
- No additional cost for preliminary reports, management review or data analysis.
- We pride ourselves on our responsiveness to any inquiries regarding reports or testing requirements.

Operations Department

- Three full-time employees dedicated to staffing projects with the proper technicians and equipment.
- Robust internal document control that allows technicians to access required specs that have been combed through for the correct information.
- Complete complimentary calls to clients with ongoing projects on a daily basis to determine if they will need our services the day following an inspection.
- Propriety check in/check out system allow for real time tracking of technicians to ensure they are on-time to their scheduled project. If technicians late checking in management and supervisory staff receive a text and an email message prompting follow-up with both the technician and client.

Billing & Costs

- Advance Testing's rates are all-inclusive. There are no hidden fees for management or technical support, reporting or other administrative services.
- Flexible billing schedule and option to add reports to verify charges on invoices.
- Ability to track purchase orders and provide routine updates regarding total billing to date.
- The majority of our field personnel are trained and certified to be multi-disciplined, allowing for these technicians to perform multiple services, reducing overall costs.

Over the past 40 years, Advance Testing has established itself as one of the premier construction materials testing and inspection firms by offering a seasoned and knowledgeable management team, a group of highly trained and certified inspectors and technicians, and one of the region's most diverse and capable testing laboratories. However, the primary differentiator in our service is the steadfast commitment to doing whatever it takes to meet our client's needs and ensure that every effort is made to assist in the successful completion of each project.

Advance Testing

Since 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Jacob Tawil
City of Middletown
July 29, 2025

South St. Parking Garage Phase 1 – Middletown, NY
Proposal #P25_1058

FEE SCHEDULE

On Site Services *:	Half Day Rate	Full Day Rate
Soil Compaction Technician	\$ 370.00	\$ 685.00
Concrete** & Grout Field Technician	\$ 370.00	\$ 620.00
Reinforcing Steel Inspector	\$ 420.00	\$ 700.00
Masonry Inspector	\$ 420.00	\$ 700.00
Bearing Capacity Inspector	\$ 450.00	\$ 780.00
Structural Steel/Welding (Visual, Magnetic Particle, Dye Penetrant) & Bolting	\$ 515.00	\$ 950.00
Post-Installed Anchor Inspector	\$ 420.00	\$ 700.00

***Technician Notes:** Rate is per each inspector, Monday-Friday. For on-site services, half day rate includes travel time, mileage, and up to four hours of time on site and full day rate includes travel time, mileage, and up to eight hours of time on site. For off-site fabrication inspection services, full day rate included up to 8 hours on site and travel/hotel/per diem costs will be billed in accordance with the rates shown. Overtime and Saturday rates will be charged at 1.5 times the regular rate. Sunday and Holiday rates will be charged at 2.0 times the regular rate. Please call Advance Testing for all contracted inspection services at least 24 hours in advance.

****Concrete Notes:**

1. In accordance with ACI 318-11 and ACI 301-10, Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer that Advance Testing not send these results to the supplier, please inform Advance Testing of this preference in writing prior to the start of the project.
2. Concrete cylinders are required to be picked up from the project site within 48 hours of being cast. Advance Testing will follow this procedure and pick up any cylinders cast within 48 hours, unless otherwise requested not to do so in writing. Cylinder pick-ups are invoiced at the noted sample pick-up rates as shown on the Fee Schedule.
3. Except as otherwise required by the project specifications, Advance Testing will cast one set of cylinders per 50 yards³ of concrete placed.
4. Advance Testing is not responsible for the mix design or for the QC/QA at the producer unless expressly set forth in Advance Testing's Scope of Work annexed hereto; or for the supplier or contractor's failure to comply with the design, the drawings and specifications, or applicable codes and standards; or for the contractor's means and methods of construction.
5. This Fee Schedule is subject to the terms and conditions of the annexed Service Agreement, which is incorporated as if set forth fully herein.

Advance Testing's rates are inclusive of all management oversight, meeting attendance, technical support (on or off site), travel costs to project site, reporting/report review, engineer close-out, and expedited lab testing.

We want to be a part of the project team!

ADVANCE _____ CLIENT _____
This Page Approved (initials)

Since **Advance Testing** 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Jacob Tawil
City of Middletown
July 29, 2025

South St. Parking Garage Phase 1 – Middletown, NY
Proposal #P25_1058

FEE SCHEDULE

Sample Pick-up:	Per Trip
Sample Pick-up Charges (as needed)	\$ 95.00

Equipment:	Per Day
Density Gauge	\$ 100.00

Laboratory Testing:	Price Per Test
Soil Gradation Analysis	\$ 65.00
Wash Sieve Analysis	\$ 45.00
Full Standard or Modified Proctor Test for Soils (min. of 4 points)	\$ 240.00
Compressive Strength of Advance Testing-cast Concrete Cylinders	\$ 19.00
Compressive Strength of 2x2x2 Mortar or Grout Cubes	\$ 19.00
Compressive Strength of Grout Prisms	\$ 85.00

To indicate acceptance of this fee schedule for the above-mentioned project,
please return a signed copy to our office via email at your earliest convenience.

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date shall bear an additional charge of one and one-half (1 ½) percent per month until paid.

Respectfully submitted by: Christopher McCracken

Proposal Accepted and Work Authorized for: City of Middletown

Signature/Date

Name

ADVANCE _____ CLIENT _____
This Page Approved (initials)

Advance Testing

Since 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Jacob Tawil
City of Middletown
July 29, 2025

South St. Parking Garage Phase 1 – Middletown, NY
Proposal #P25_1058

SERVICE AGREEMENT

This Agreement was made as of July 29, 2025 by and between ADVANCE TESTING COMPANY, INC., which is a Delaware corporation with principal offices located at 3348 Route 208, Campbell Hall, NY (Hereinafter called "ADVANCE"), and City of Middletown (Hereinafter called "CLIENT"). CLIENT'S project is South St. Parking Garage Phase 1 - Middletown, NY (Hereinafter called "PROJECT").

The CLIENT and ADVANCE, for mutual considerations hereinafter set forth, agree as follows:

1. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE: As per attached Proposal dated July 29, 2025.
2. COMPENSATION: In consideration of the services rendered, the CLIENT agrees to pay ADVANCE as per attached Fee Schedule to the extent ADVANCE performs the services requested.
3. COMMENCEMENT OF SERVICES: ADVANCE shall not begin work until ADVANCE has received a fully executed AGREEMENT.
4. PAYMENT TERMS: ADVANCE will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the bill's mailing date shall bear an additional charge of one and one-half (1 ½) percent per month until paid. Whenever the amount is past due more than forty-five (45) days after bill mailing, ADVANCE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that ADVANCE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay ADVANCE for all costs, including attorney's fees, incurred as a result of the collection of any overdue balances. Any advance payment shall be applied to the last charges on the project.
5. INSURANCE AND LIMITATIONS: ADVANCE will maintain statutory workman's compensation insurance, and auto liability insurance to the extent required by law; and general liability insurance as may be reasonably available in the insurance market.
 - a. ADVANCE'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ADVANCE'S fee, whichever is greater.
 - b. In the event the CLIENT makes a claim in litigation against ADVANCE under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for ADVANCE'S work, and all costs and expense incurred by ADVANCE in defending itself against the claim, including reasonable attorney fees.
6. ADVANCE shall have the right to declare this AGREEMENT null and void if not executed and returned to ADVANCE by the CLIENT within 30 days.
7. The unit rates in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday.
8. An automatic increase of 4% will be added at the end of each year.
9. If overtime, weekend or holiday work is required, the following rates shall apply:
 - a. Monday – Friday: overtime shall apply after the initial 8 hours of work, and equal 1.5 times the regular rate of the task(s) being performed
 - b. Saturday: all time worked shall be billed at 1.5x the regular rate for the task(s) being performed
 - c. Sunday and Holidays: all time worked shall be billed at 2.0 times the regular rate for the task(s) being performed.
10. A cancellation charge, equal to half-day unit rate (4 hour minimum), will be charged if the scheduled ADVANCE personnel are en route to jobsite, provided and are not utilized, or cannot perform their work because of weather conditions, site conditions, and/or forces beyond their control.
11. Weekend and holiday cancellation charge will be billed at the applicable full-day rate.

ADVANCE _____ CLIENT _____
This Page Approved (initials)

Advance Testing

Since 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Jacob Tawil
City of Middletown
July 29, 2025

South St. Parking Garage Phase 1 – Middletown, NY
Proposal #P25_1058

12. Reimbursable expenses shall include transportation and per diem expense for out-of-town work, special delivery services, and unusual reproduction expenses.
13. CLIENT is responsible for notifying ADVANCE of all requested testing and inspection services at least 24 hours prior to the date such services are required, as well as for re-inspection of all non-conforming items.
14. ADVANCE reserves the right to adjust the rates quoted herein if this agreement is not approved and returned by the CLIENT within 30 days.
15. The rates used in this proposal are valid for one (1) year from date of issuance.
16. Professional Engineering services will be invoiced at \$ 225.00 per hour subject to adjustment as provided herein.
17. Free and clear access to the work must be provided to ADVANCE personnel by the CLIENT. The CLIENT represents that it has the full legal right, as an owner, tenant, contractor or representative of such party to engage ADVANCE for the services requested and to provide ADVANCE legal access to the premises in order to perform the services, and shall indemnify and hold harmless ADVANCE and its employees against all claims, loss, injury and damage including without limitation ADVANCE'S reasonable legal fees and costs in the event such representation is not true.
18. CLIENT agrees that a scanned and electronically stored version of this document may be employed for all purposes, and shall be admissible in any legal proceeding as if it were an original.
19. ADVANCE shall not be responsible for continuous or exhaustive inspection or testing, it being understood that ADVANCE shall conduct such inspections and testing in accordance with prevailing industry standards.
20. ADVANCE'S responsibility and liability are strictly limited to the specific services described in this Agreement. ADVANCE shall not be responsible nor liable for architectural or engineering errors or for any contractor's means and methods of performance, or its safety practices; or its failure to perform its work properly or furnish suitable materials. ADVANCE shall not be responsible for surface and subsurface conditions or any other site conditions including without limitation soil, water, rock, structures and utilities or for furnishing any site plans, surveys, elevations, dimensions, drawings or specifications except to the extent specifically required under this Agreement. The CLIENT is obliged to provide ADVANCE with an accurate set of plans, surveys, elevations, dimensions, soil analyses and specifications on which ADVANCE is entitled to rely. ADVANCE is not responsible nor liable for any mix design prepared by others; or for QA/QC at the materials plant unless set forth specifically in this Agreement, nor for the CLIENT's or contractors' failure to comply with any designs or specifications. ADVANCE's testing and inspection services are performed on only a representative sampling of the materials and a discrete portion or area of the work as it is being executed by others, and therefore the CLIENT acknowledges that such representative testing and inspection services do not guarantee that materials or work not tested or inspected are in compliance, and that ADVANCE is only responsible for sampling materials and for the accuracy of its test results as required by industry standards, and for accurately reporting the results of such tests and inspections to the CLIENT.

This AGREEMENT is effective on the last signed date.

City of Middletown
16 James Street
Middletown, NY 10940

ADVANCE TESTING COMPANY, INC.
3348 Route 208
Campbell Hall, NY 10916

BY: _____
NAME: _____
TITLE: _____
DATE: 8/20/25

BY: _____
NAME: James P. Smith, Jr.
TITLE: President
DATE: _____

ADVANCE _____ CLIENT _____
This Page Approved (initials)



Poughkeepsie
251 Upper North Road
Highland, NY 12528
845-691-6098 (T)
atlantictesting.com

August 1, 2025

CPL Architecture Engineering Planning
255 Woodcliff Drive, Suite 200
Fairport, New York 14450

Telephone: 845-686-324
Email: wlivigni@cplteam.com

Attn: Wanda Livigni
Engineering Project Manager

Re: Special Inspection and Construction Materials Engineering and Testing Services
City of Middletown South Street Parking Garage Phase 1
Middletown, New York 10940
ATL No. PT998-2283-08-25

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ♦ Scope of Services
- ♦ Fee Schedule
- ♦ AGREEMENT for Special Inspection and Construction Materials Engineering and Testing Services
- ♦ Standard Terms and Conditions

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Dylan E. Snyder
Operations Manager

DES/EJD/mrr

Enclosures

**SCOPE OF SERVICES FOR SPECIAL INSPECTIONS AND CONSTRUCTION
MATERIALS ENGINEERING AND TESTING**

**City of Middletown South Street Parking Garage Phase 1,
South Street and Washington Street, Middletown, Orange County, New York**

Based on information provided to ATL by representatives of CPL Architecture Engineering Planning, it is our understanding that the project consists of the construction of a new two-story parking garage. It is further understood that the project is scheduled for the time period of August 2025, through December 2025.

The following Scope of Services for providing Special Inspection and Construction Materials Engineering and Testing services is based on Project Plans dated June 28, 2024, and correspondence with the CLIENT.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a Technician to perform the following field testing of fill materials:

- ♦ ASTM D 75: Practice for Sampling Aggregates
- ♦ ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ♦ ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ♦ ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

Provide a Special Inspector to observe the following items for compliance with the approved geotechnical report, as required in Section 1705.6 and Table 1705.6 of the Building Code of New York State:

- ♦ Type of controlled fill material used
- ♦ Lift thickness of controlled fill material
- ♦ Testing frequency and results of the in-place density testing

Provide an Engineer or Geologist to observe the following, as required in Section-1705.6 of the Building Code of New York State:

- ♦ Foundation subgrade preparation in accordance with the approved geotechnical report and documents prepared by the Registered Design Professional prior to placement of shallow footings and controlled fill.

2. Concrete:

Provide a Technician to perform the following field tests of freshly mixed concrete:

- ♦ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ♦ ASTM C 138: Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
- ♦ ASTM C 143: Slump of Hydraulic Cement Concrete
- ♦ ASTM C 172: Sampling Freshly Mixed Concrete
- ♦ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ♦ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete

- ◆ Report quantity of fresh concrete tested and test results

Provide a Special Inspector to observe the following items, as required in Section 1705.3 and Table 1705.3 of the Building Code of New York State:

- ◆ Reinforcing steel and placement
- ◆ Formwork dimensions and general location
- ◆ Bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased
- ◆ Use of required design mix
- ◆ Sampling and testing of fresh concrete, including fabrication of specimens for strength testing
- ◆ Placement of concrete
- ◆ Installation of precast concrete structures

3. Masonry:

Provide a Special Inspector to observe or perform testing for the following Quality Assurance items, as required in Section 1705.4 of the Building Code of New York State and Table 4 of The Masonry Society (TMS) 602:

- ◆ Proportions of site-mixed mortar and grout
- ◆ Placement of masonry units and construction of mortar joints
- ◆ Placement of reinforcement, connectors, and anchorages
- ◆ Grade and size of reinforcement
- ◆ Grout space prior to grouting
- ◆ Size and location of structural elements
- ◆ Placement of grout
- ◆ Type, size, and location of anchors, and other details of anchorage of masonry to structural members, frames, or other construction
- ◆ Protection of masonry during cold weather and hot weather
- ◆ Preparation of any required grout specimens, mortar cubes or cylinders, and/or verification of prism fabrication

4. Structural Steel:

The CLIENT, OWNER, and/or contractor will ensure that steel fabrication shop inspection and material verifications are performed to satisfy the building code and project document requirements.

Provide a Special Inspector to observe the following field items, as required in Section 1705.2 of the Building Code of New York State:

- ◆ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application during erection
- ◆ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ◆ High strength bolted connections
- ◆ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds
- ◆ Steel frame joint details for compliance with approved construction documents, including details for bracing and stiffening, member locations, and application of joint details

5. Fire-Resistant Penetrations and Joints:

Provide a Special Inspector to perform the following services, as required in Section 1705.17 of the Building Code of New York State:

- ♦ Examine penetration firestops installed in accordance with approved design submittal(s)
- ♦ Examine fire-resistant joint systems installed in accordance with approved design submittal(s)

B. Laboratory Services:

1. Soil:

- ♦ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ♦ ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort
- ♦ ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. Concrete and Aggregate:

- ♦ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ♦ ASTM C 117: Material Finer than 75µm (#200) Sieve in Mineral Aggregates by Washing
- ♦ ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

3. Masonry:

- ♦ ASTM C 140: Sampling and Testing Concrete Masonry Units and Related Units
- ♦ ASTM C 780: Compressive Strength of Molded Masonry Mortar Cylinders and Cubes
- ♦ ASTM C 1019: Sampling and Testing Grout for Masonry
- ♦ ASTM C 1314: Compressive Strength of Masonry Prisms

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a Project Manager and/or Professional Engineer to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
 - ♦ Review test data generated by ATL.
 - ♦ Attend project meetings as directed by CLIENT.
 - ♦ Prepare reports.
 - ♦ Distribute reports as directed by CLIENT. Reports will be distributed by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, and the statement of special inspections, approved material submittals, approved shop drawings, the geotechnical report, and other applicable documents.
2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Coordinate and schedule Steel Special Inspection prior to start of shop fabrication.

4. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing and hold specimens upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Engineer or Geologist	4	\$800.00 / Day	\$3,200.00
Project Manager	8	\$113.00 / Hour	\$904.00
Special Inspector - Soil, Concrete, Masonry, Precast and Fireproofing	20	\$624.00 / Day	\$12,480.00
Special Inspector - Soil, Concrete, Masonry, Precast and Fireproofing	15	\$390.00 / Half Day	\$5,850.00
Special Inspector - Steel	9	\$800.00 / Day	\$7,200.00
Technical Report Review	66	\$55.00 / Report	\$3,630.00
Technician - Soil, Concrete, and Masonry	5	\$550.00 / Day	\$2,750.00
Technician - Soil, Concrete, and Masonry	5	\$324.00 / Half Day	\$1,620.00
Laboratory Testing			
ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)	120	\$22.00 / Cylinder	\$2,640.00
ASTM C 117: Material Finer than 75 mm (#200 sieve) in Mineral Aggregates by Washing	2	\$40.00 / Test	\$80.00
ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates	2	\$75.00 / Test	\$150.00
ASTM C 780: Compressive Strength Test - Molded Masonry Cylinders (ASTM C 39) and Cubes (ASTM C 109)	120	\$22.00 / Specimen	\$2,640.00
ASTM C 1019: Compressive Strength Test (3" x 3" x 6" grout specimens)	32	\$24.00 / Specimen	\$768.00
ASTM C 1314: Compressive Strength Test of Masonry Prisms	--	\$180.00 / Prism	If Required
ASTM D 1557: Laboratory Compaction Modified Effort	4	\$160.00 / Test	\$640.00
ASTM D 698: Laboratory Compaction Standard Effort	--	\$160.00 / Test	If Required
ASTM D 422: Particle-Size Analysis without Hydrometer	2	\$115.00 / Test	\$230.00
Miscellaneous			
Density Meter	22	\$65.00 / Day	\$1,430.00
Sample Pickup - When no other services are performed	12	\$165.00 / Trip	\$1,980.00
Travel - Includes Labor and Mileage	58	\$135.00 / Trip	\$7,830.00
Subtotal Atlantic Testing Laboratories			\$56,022.00
ATL Engineering, P.C.			
Technical Personnel			
Professional Engineer	8	\$160.00 / Hour	\$1,280.00
Subtotal ATL Engineering, P.C.			\$1,280.00
Estimated Cost			\$57,302.00

NOTES TO THE FEE SCHEDULE

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. Further, the estimated quantities are based upon Project Plans and correspondence with the CLIENT. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or direction by the CLIENT.

The Unit Fees are valid through August 31, 2026. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

As used in this schedule:

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge and sample pickup are inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

AGREEMENT

**SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SERVICES**

This AGREEMENT is by and between

CPL Architecture Engineering Planning
255 Woodcliff Drive, Suite 200
Fairport, New York 14450

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Special Inspection and Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:
- City of Middletown South Street Parking Garage Phase 1
South Street and Washington Street
Middletown, Orange County, New York 10940
- B. **SERVICES:** ATL will provide Special Inspection and Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.
- C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.
- F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

CPL Architecture Engineering Planning

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Non-Solicitation. During the term of this AGREEMENT and for a period of twelve (12) months thereafter, neither party will actively recruit, solicit, or otherwise attempt to hire the employees of the other party without prior written consent from the other party. Notwithstanding the foregoing, neither party shall be in default of this provision, as a result of: (a) employment advertising in periodicals of general circulation or other general solicitations that are not specifically targeted at the employees of the other party; or (b) hiring of any employees that responds to any such advertising or other general solicitations or as an unsolicited walk-in candidate.

17. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

18. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

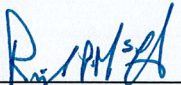


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

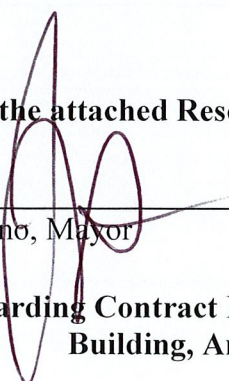
By: Alderman Jean-Francois
Seconded by: Alderwoman Wray
Date of Adoption: August 19, 2025
Index No: 229-25

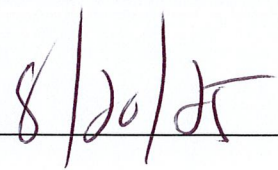
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Awarding Contract For Roof Replacements At Water Building And Street Building, And Authorizing a Budget Transfer

WHEREAS, a bid was submitted by Tremco Roofing and Building Maintenance, through Weatherproofing Technologies Inc. (WTI), under the State Cooperative Program for the Water Building Roof Replacement (including asbestos abatement) in the amount of \$230,035.06 and for the Street Building Roof Replacement in the amount of \$337,713.27; and

WHEREAS, the project was also bid jointly at a total of \$550,697.31, reflecting a discount of \$17,051.02 compared to awarding the contracts separately; and

WHEREAS, the City's project engineers, CPL, have reviewed the bid proposals and recommend awarding the contract jointly to WTI, and the Department of Public Works concurs with this recommendation; and

WHEREAS, based on the received bid, the total project cost will be \$550,697.31, of which \$516,913.00 has been budgeted, leaving a shortfall of \$33,784.31; and

WHEREAS, it is necessary to transfer funds from the General Fund to cover the remaining balance;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby awards the contract for the Water Building Roof Replacement and the Street Building Roof Replacement jointly to Weatherproofing Technologies Inc. (WTI) in the total amount of \$550,697.31; and

BE IT FURTHER RESOLVED, that the Treasurer is hereby authorized to transfer the sum of \$33,784.31 from the General Fund to cover the remaining balance of this project.

FROM	TO	AMOUNT
General Fund	H.8170.210	\$33,784.31

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	BOE MEMO- DPW ROOFS REPLACEMENT
----	---------------------------------

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 18, 2025

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

Cc: Richard McCormack, City Clerk

From: Jacob Tawil, Commissioner of Public Works



Re: DPW Roof Replacements: Award Contract

We respectfully request a council resolution to award the contract for the referenced project. A bid was submitted by Tremco Roofing and Building Maintenance, through Weatherproofing Technologies Inc. (WTI), as part of the State Cooperative Program, with the following proposed costs:

- **Water Building Roof Replacement (including asbestos abatement):** \$230,035.06
- **Street Building Roof Replacement:** \$337,713.27

The project was also bid jointly at a total of \$550,697.31, reflecting a discount of \$17,051.02 compared to awarding the contracts separately. Our project engineers, CPL, recommend awarding the contract jointly to WTI, and we concur with this recommendation.

Based on the received bid, the total project cost will be \$550,697.31. Currently, \$516,913 has been budgeted for this work. Therefore, we respectfully request a transfer of \$33,784.31 from the General Fund to cover the remaining balance.

FROM	AMOUNT	TO
General Fund	\$33,784.31	H.8170.210 Street Garage Roof Construction

Thank you.



August 14, 2025

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

Re: DPW Roof Replacements – Water & Streets Buildings
Bid Results

Dear Mr. Tawil:

I am writing to inform you of the bid results received by Tremco Roofing & Building Maintenance and Weatherproofing Technologies, Inc (WTI) as part of the State Cooperative Program. They are as follows:

- Water Building's Roof including asbestos abatement \$230,035.06
- Street Building's Roof \$337,713.27

The work was also bid jointly, which provided a discount of \$17,051.02:

- If both Buildings' Roofs are awarded, the total is reduced to \$550,697.31

The City's budget for this roof project is \$225,000 for the Water Building's roof and \$291,913 for the Streets Building's roof, with a grand total of \$516,913. The budget for these projects are 2 to 3 years old and unfortunately the cost of construction has increased over that time.

The difference between the City's budget and the current joint building cost is -\$33,784.31.

The City had made the prudent choice to take advantage of the State Cooperative Program. In summary, the process behind the Cooperative Program and the benefits are as follows:

Tremco Roofing & WTI work jointly to provide roofing and building envelope solutions under the OMNIA Partners State Cooperative Program. All contracts offered through OMNIA Partners have been awarded as a result of Request for Proposal (RFP) competitive solicitation process by a public agency/governmental entity (e.g., state, city, county, public university or



school district). The lead agency prepares a competitive solicitation while incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e., "piggyback") contract usage. New York State Office of General Services and the New York State Comptroller's Office has acknowledged the "piggyback" approach for utilization of the Cooperative Program.

OMNIA Partners through its lead public agency, Region 4 ESC, awarded WTI Contract #230404 entitled Roofing Products, Services and Job-Order Contract. The contract was awarded to WTI as a low responsive and responsible bidder based on best value.

Benefits of using a cooperative contract:

- Pre-competed contract—competitively solicited and publicly awarded by a lead public agency utilizing the best public procurement practices, processes and procedures.
- Faster project initiation—projects can begin quickly, often in as little as 30 days, because the bid process has been completed.
- Adheres to the legal requirements specific to public works projects (i.e. prevailing wage rates).
- Provides greater control with a streamlined yet thorough procurement process while reducing administrative burden.
- Performance-based quality construction services.
- Utilizes best-in-class local contractors.
- Simplifies and expedites facility improvement projects while ensuring budget predictability.

The solicitation documents, including OMNIA's response, can be found at <https://www.omniapartners.com/suppliers/tremco-inc/public-sector>.

If the City elected to award the bid(s) for this project, the contracts would be between the City and WTI. WTI will also provide the City with their Certificate of Insurance and provide the required bonding. WTI's Subcontractor will provide their Certificate of Insurance and required bonding to WTI, who upon request will share with the City as well.

In addition, CPL has worked with Tremco for over 15 years and as recently as over the last 6 months at the Greenport Wastewater Treatment Plant. Tremco has been a trusted and reliable partner with many of our Clients.

In order for the deteriorating roofs at the Water and Streets Buildings to be repaired this year, the contracts must be completed by the end of this



Jacob Tawil, PE
City of Middletown Public Works
August 14, 2025
Page 3 of 3

August. If the City needs any additional information to assist in making this decision, please do not hesitate to contact us.

Thank you.

Very truly yours,

Wanda Livigni
Engineering Project Manager

Enclosures: Bid Results

C: File

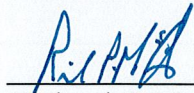


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

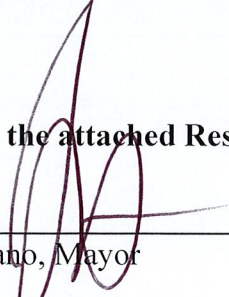
By: Alderman Johnson
Seconded by: Alderman Green
Date of Adoption: August 19, 2025
Index No: 230-25

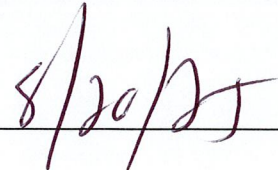
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing a \$12,200 Budget Transfer from within the Department of Public Works 2025 Budget

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$12,200, in the following manner,

FROM	TO	AMOUNT
A.5110.100	A.1620.100	12,200.00

to support the transfer of employee Mr. Dominick Citriniti from the Street Department account to the Maintenance Department account to better fit the work that he is performing.

To ensure adequate funding for Dominick's salary through the remainder of the 2025 calendar year, we request that \$12,200.00 be transferred to account 1620.100. This amount will cover Dominick's compensation for the remaining eleven (11) pay periods.

Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- MAINT DEPT POSITION
----	-------------------------------

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 7, 2025

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

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

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



Re: Transfer of Funds- Maintenance Department Position Fulfillment

We respectfully request a transfer of funds to support the transfer of employee Mr. Dominick Citriniti from the Street Department account to the Maintenance Department account to better fit the work that he is performing.

To ensure adequate funding for Dominick's salary through the remainder of the 2025 calendar year, we request that \$12,200.00 be transferred to account **1620.100**. This amount will cover Dominick's compensation for the remaining eleven (11) pay periods.

FROM	AMOUNT	TO
A.5110.100 Pers. Svcs. – Street	\$12,200.00	A.1620.100 Pers. Svcs –Maint. Dept.

Thank you.

JT/kg



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: Alderman Johnson
Date of Adoption: August 19, 2025
Index No: 231-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

8/20/25

Resolution Authorizing Transfer Of Funds For Water Supply Safe Yield Study And Engineering Services

WHEREAS, the City of Middletown has been working with **CDM Smith** on matters related to the City Water Supply Safe Yield, including the exploration of **Mill Pond as a potential new water source**; and

WHEREAS, there remain ongoing differences with the **New York State Department of Environmental Conservation (DEC)** regarding the calculation of the Safe Yield of 4.2 MGD, specifically whether this figure should be based on an **annual daily average** as supported by the City, versus a **maximum per day** as required under the DEC permit; and

WHEREAS, additional professional engineering services are necessary to address these issues, as outlined in **Amendment #2 letter dated July 29, 2025**, requesting compensation in the

amount of **\$24,700.00**; and

WHEREAS, the City also anticipates further expenses related to the DEC's ongoing review and therefore requires a **\$10,000.00 contingency**; and

WHEREAS, the total appropriation required is **\$34,700.00**;

NOW, THEREFORE, BE IT RESOLVED, that the **Board of Estimate and Apportionment** hereby authorizes the Treasurer to transfer the sum of **\$34,700.00** in the following manner:

FROM	TO	AMOUNT
Water Fund Balance F.8310.400		\$34,700.00

Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- CDM SMITH WATER WITHDRAWAL AMENDMENT 2
----	--

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 18, 2025
To: Honorable Mayor DeStefano, Members of the Board of Estimate
and Apportionment, Members of the Common Council
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk
From: Jacob Tawil, Commissioner of Public Works JT/kg
Re: Water Withdrawal Permit: Amendment #2- Additional Professional
Engineering Services

As you are aware, we have been working with CDM Smith on addressing the City Water Supply Safe Yield, including a new water source, Mill Pond.

We continue to have differences with the DEC regarding the value of the Safe Yield of 4.2/MGD being base on an annual daily average vs. DEC permit that is based on maximum per day.

This is an ongoing effort as explained in the details in the attached July 29, 2025 amendment #2 letter requesting additional compensation for professional engineering services in the amount of \$24,700.00

We are also requesting a contingency of \$10,000.00 expense in anticipation of the DEC ongoing review.

The total request is \$34,700.00

FROM	AMOUNT	TO
Water Fund Balance	\$34,700.00	F.8310.400
		Water Contractual

Thank you.



324 South Service Road
Melville New York 11747
Tel: 516.496.8400
Fax: 516.921.1521

July 29, 2025

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

Subject: Amendment No. 2 – Additional Professional Engineering Services to Assist the City
within Water Withdrawal Public Permit 3-3399-00085/00001

Dear Mr. Tawil:

Camp Dresser McKee & Smith (CDM Smith) is respectfully requesting an amendment to our contract to provide professional engineering services related to Water Withdrawal Public Permit 3-3399-00085/00001.

The City of Middletown's Water Withdrawal Public Permit was set to expire on October 31, 2024. As requested, CDM Smith assisted the City with submitting the Water Withdrawal Public Permit Renewal Application. CDM Smith assembled the required forms and updated the engineering report and supporting information for the City's signature and submittal to New York State Department of Environmental Conservation (NYSDEC) in September 2024. In conjunction with the Water Withdrawal Public Permit Renewal Application, CDM Smith also assisted the City with the development and submittal of the New Public Water Supply Service Extension Application to supply water to the Mid-Hudson Forensic Psychiatric Center in September 2024.

As a result of these submittals, the City received approval to supply Mid-Hudson Forensic Psychiatric Center. In addition, since a timely and sufficient Water Withdrawal Public Permit Renewal Application was received by NYSDEC on September 27, 2024, the City's Water Withdrawal Public Permit qualified for indefinite extension pursuant the State Administrative Procedures Act (SAPA) until a decision is made on the renewal. However, on March 12, 2025, NYSDEC issued a comment letter in regard to the City's Water Withdrawal Public Permit Renewal Application along with the City's Water Withdrawal Public Permit Modification Request for the installation of a permanent intake in Mill Pond. As requested by the City, CDM Smith assisted the City with submitting a new revised engineering report that combines the Water Withdrawal Public Permit Renewal Application and the Water Withdrawal Public Permit Modification Request for Mill Pond.

The additional cost beyond our existing contract incurred to assist the City as presented above is detailed below.



Mr. Jacob Tawil, P.E.

July 29, 2025

Page 2

Task 1: Additional Safe Yield Study Assistance

In order to address NYSDEC comments issued to the City, CDM Smith obtained and reviewed the Jacobs Engineering Safe Yield Model since Jacobs Engineering was not available to provide timely assistance to the City. CDM Smith also ran the Safe Yield Model under different peaking factors and developed a Safe Yield Model Sensitivity Memorandum to provide additional insight to address NYSDEC comments. As a result of this additional scope of work, CDM Smith incurred additional hours of work at a cost of \$5,400 to date. CDM Smith is also estimating and requesting an additional 16 hours at a cost of 4,000 to address any future comments from NYSDEC on the revised submittal. See Table 1 for a summary of the cost adjustment.

Tasks 2-4: Net Reduction in Design and Construction Administration Service

Based on the actual level of effort required to design and oversee the stream gauges and flow meter installation, there was a net reduction of \$26,000 for Tasks 2 through 4. See Table 1 for a summary of the cost adjustments.

Task 5: Additional Water Withdrawal Public Permit Renewal Assistance

As noted above, CDM Smith assisted the City with submitting the Water Withdrawal Public Permit Renewal Application along with the New Public Water Supply Service Extension Application to supply water to the Mid-Hudson Forensic Psychiatric Center in September 2024.

CDM Smith also assisted the City with responding to NYSDEC comments and request for additional information issued on March 12, 2025. The NYSDEC letter most notably requested additional information related to the engineering reports, forms, and other permitting requirements, which were part of the water withdrawal renewal and Mill Pond intake packages. As a result, CDM Smith developed and submitted a revised engineering report that combines both the Water Withdrawal Public Permit Renewal Application and the Water Withdrawal Public Permit Modification Request for Mill Pond as required by NYSDEC.

As a result of this additional scope of work, CDM Smith incurred 120 hours at a cost of 29,600 to date. CDM Smith is also estimating and requesting an additional 64 hours at a cost of 11,700 in order to address any future comments from NYSDEC on the revised submittal. See Table 1 for a summary of the cost adjustment.

It is important to note that CDM Smith prepared and submitted Part 1 of the Full Environmental Assessment Form (EAF) as part of the New York State Environmental Quality Review Act (SEQRA) along with the Army Corps/NYSDEC Permit Joint Application Form (JAF). CDM Smith also submitted a request for a Parcel Jurisdictional Determination (Parcel JD) to the NYSDEC in May 2025. Since these items were specifically required due to the permanent Mill Pond intake and associated piping, these costs were incurred and invoiced under the Mill Pond Project. A separate amendment request will be submitted for the Mill Pond Project in order to assist the City in



Mr. Jacob Tawil, P.E.

July 29, 2025

Page 3

performing the required notifications and completion of the SEQRA process along with delineating the wetlands within the project boundaries for the permanent Mill Pond intake.

Cost of Services

The following table summarizes the fee for each of the additional scope task described above.

Table 1 – Cost Summary

Task and Description	Current Task Amount	Amendment No. 2 Task Amount Adjustment	New Task Amount
Task 1 - Safe Yield Assistance	\$8,800	\$9,400	\$18,200
Task 2 - Stream Gauge Design	\$26,600	\$5,500	\$32,100
Task 3 - Flow Meter Design	\$62,900	-\$17,200	\$45,700
Task 4 - Construction Admin	\$52,100	-\$14,300	\$37,800
Task 5 - WWP Renewal Assistance	\$12,500	\$41,300	\$53,800
Total	\$162,900	\$24,700	\$187,600

Billing terms within the original contract will apply.

We look forward to continuing to work with the City on this important assignment. Please feel free to contact me if you have any questions regarding this scope.

Very truly yours,

A handwritten signature in black ink, appearing to read 'KE KELLY'.

Keith F. Kelly, P. E.

Partner

Camp Dresser McKee & Smith

cc: P. Cabral, CDM Smith



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin
Seconded by: Alderman Masi
Date of Adoption: August 19, 2025
Index No: 232-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Appointing Luis Hernandez, Luis Reyes Lopez, Eden Lugo, Mitchell Williams, Dazlyn Gomez, Tahree Smith, Noah Rodrigues, Alexander Hernandez, Christopher Perez, Randy Aleman, Atta Ullah, Benjamin Primeaux, Jose Contreras, and Lavar Atkinson as Volunteer Firefighters

WHEREAS, the City of Middletown Fire Department has recommended the appointment of the following individuals to serve as Volunteer Firefighters; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Middletown, New York, that the following individuals are hereby appointed as Volunteer Firefighters with the City of Middletown Fire Department:

- Hernandez, Luis

- Reyes Lopez, Luis
- Lugo, Eden
- Williams, Mitchell
- Gomez, Dazlyn
- Smith, Tahree
- Rodrigues, Noah
- Hernandez, Alexander
- Perez, Christopher
- Aleman, Randy
- Ullah, Atta
- Primeaux, Benjamin
- Contreras, Jose
- Lavar Atkinson

Prepared by:
Andrew Green, Alderman

Attachments:

None

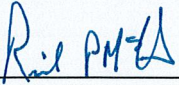


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderman Johnson
Date of Adoption: August 19, 2025
Index No:

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


Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

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

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

Prepared by:

Attachments:

None