



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
NOVEMBER 18, 2025**

[IGNORE_INDENT]

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of November 3, 2025
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
 - 4.1. Request from the Mayor: Senior Exemptions
5. FOR THE GOOD OF THE CITY
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
 - 300- Resolution Authorizing a Transfer within 2025 Budget to Cover Overage in Special
25 Programs Personal Services
 - 301- Resolution Authorizing a \$1000 Transfer in the 2025 Street Department Budget
25
 - 302- Resolution Authorizing The Acceptance of Stop-Dwi Enforcement Funding From
25 the County of Orange for the Second Enforcement Period

- 303- Authorizing Acceptance and Appropriation of Insurance Recovery Funds For the
25 Replacement of a Police Department Vehicle
- 304- Resolution Authorizing the Agreement with The County of Orange for the 2025–
25 2026 Stop-DWI High Visibility Engagement Program
- 305- Resolution Accepting \$10,000 From Senator Skoufis For National Night Out
25 Operating Expenses
- 306- Resolution Accepting Donations from Andrew Green, Anna Aguirre, Sarah Biaso,
25 Howard Avery and Ronald Saunders for The Emergency Food Assistance Program
- 307- Resolution Authorizing a \$33,000 Transfer within 2025 Paramount Budget
25
- 308- Resolution Authorizing a \$1,665 Transfer within the 2025 Community
25 Development Budget
- 309- Resolution Adopting the 2026 General, Water and Sewer Budget
25
- 310- Resolution Authorizing Local Match Funding Required for The DASNY
25 Downtown Alleyway Project
- 311- Resolution Authorizing Transfers within the 2025 Police Budget
25
- 312- Authorization to Enter into an Agreement with Frontier for Internet Services
25
- 313- Resolution Authorizing the Adoption of the City of Middletown's Family Medical
25 Leave (FMLA) Policy
- 314- Resolution Requesting the County of Orange to Exempt Properties of the City of
25 Middletown from Certain County Real Estate Taxes
- 315- Resolution Authorizing an Agreement Related to Financial Transaction and Other
25 Related Arrangements for the O&W Building Project
- 316- Resolution Authorizing the Re-L Levy Of 2024 Delinquent Water and Sewer Bills
25 onto The 2026 Real Property Tax Bills
- 317- Resolution Authorizing the Re-L Levy Of 2024 Miscellaneous Delinquent Bills onto
25 The 2026 Real Property Tax Bills
- 318- Resolution Approving The 2026 Young Explosives Fireworks Exhibition
25 Agreement
- 319- Resolution Authorizing a Public Hearing on a Zoning Change at 137 Linden Ave
25

13. LOCAL LAWS

LL3- Introduction of Local Law #3 Of 2025: A Local Law Increasing the Term of Office
25 of The Director of The Office of Economic and Community Development

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: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No:

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Accept the Minutes of November 3, 2025

Accept the Minutes of November 3, 2025

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	11.03.25 CC Minutes
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COMMON COUNCIL MEETING
CITY OF MIDDLETOWN
November 3, 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: 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.

PRESIDENT J. MIGUEL RODRIGUES: Roll.

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?

ALDERWOMAN KATE WRAY: Here.

CLERK RICHARD MCCORMACK: Alderman Kleiner?

ALDERMAN GERALD KLEINER: Here.

CLERK RICHARD MCCORMACK: Alderman Green?

ALDERMAN ANDREW GREEN: Here.

CLERK RICHARD MCCORMACK: Alderman Witt?

ALDERMAN KEVIN WITT: Here.

CLERK RICHARD MCCORMACK: Alderman
Masi?

ALDERMAN JOSEPH MASI: Here.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK RICHARD MCCORMACK: Quorum is
present.

PRESIDENT J. MIGUEL RODRIGUES:
Correspondence?

CLERK RICHARD MCCORMACK: Nothing this
evening.

PRESIDENT J. MIGUEL RODRIGUES: For the
good of the city?

CLERK RICHARD MCCORMACK: There are no
speakers this evening.

PRESIDENT J. MIGUEL RODRIGUES: Remarks
of the mayor?

MAYOR JOSEPH DESTEFANO: Good evening.
So welcome to the pre-election meeting. Just so
the public knows that the meeting was changed
from tomorrow night, our usual first Tuesday of
the month meeting, to today because tomorrow is
Election Day.

So we're going to begin with -- our first slide is the -- something that really got a nice play on social media, and that was -- hold on. A little technical difficulty. And that was the -- a surprise, actually, because it's not something we sent in any letters for, making requests that we be included in this analysis.

But U.S. News and World Report, which is a very reputable magazine, we received an email from them saying that Middletown was ranked number 11 as the best place to live in New York state. Their methodology, they explain it. There's a link on the -- on their page. Shows the methodology that was used.

We're -- you know, we feel that the recognition reflected our vibrant downtown. The investments in our community, not only in our downtown but citywide, the investments in infrastructure that we've been making, our stable taxes, the strong schools, and a significantly improved quality of life, including, since 2010, a 50 percent drop in crime through 2024.

And if you look at the police numbers year-to-date, you'll see there's continues the -- that trend continues with another significant

drop through October of this year. So we want to thank U.S. News and World Report. We certainly are going to use this in our campaign to convince people that Middletown is a desirable place to live if you're considering moving here, but also a place to do business, and -- for many, many reasons, including our school system.

So, congratulations to the residents of our city. I know there's a few people out there on the old campaign trail that aren't very happy that this came out and -- but this is reputable stuff. This is a group that really -- it's not one of those Facebook where you see that occasionally like roadsnap.com comes up with community A has a 50 percent crime rate increase, and here's a security system we want to sell you.

This is a legitimate group and so congratulations to our city, to our residents, and congratulations to the board and to all the city employees that help make this work.

Our next is the Transit Center downtown project. As you know, it's back on track after being delayed. COVID delayed it, and then further delayed by the Coach USA restructuring. We did have a ribbon cutting at the site, and, as

you know, this will modernize our access, transportation access with parking slips, lighting, and support of local commerce. It's a good thing for our city. It has a seven-and-a-half million-dollar grant. That's primarily federal money funneled through the county, so we're appreciative that this project is back on board.

Next, we want to welcome another eatery in our downtown onto North Street. It's a great example, another great example of what's happening in our community, what's happening with small businesses here in Middletown. Congratulations to the La Fata family led by Mr. Croissant himself Rakesh, wife Susie. They have -- this is success -- a second business. I'm sure it will be a success.

But they are once again investing in our community. And the grand opening was well-attended, and we encourage people to once again, as we do with any small business, please give it a try.

Next slide is budget highlights, and we will be having a Board of Estimate vote coming up next week. Or is it this week, Thursday?

CLERK RICHARD MCCORMACK: Next

Thursday.

MAYOR JOSEPH DESTEFANO: Thursday the 6th? Well, whatever. We'll be posting all the highlights on the -- the budget has been posted since Friday evening. The tax levy I think for the --

CLERK RICHARD MCCORMACK: 13th.

MAYOR JOSEPH DESTEFANO: 13th. 13th.

Oh, the 13th? Okay. The tax levy for, I believe it's the 13th straight year, we have met the state tax cap. It's at \$24.6 million. That is the money that we assess to property owners generating taxes.

The water and sewer mains will be consistent with the tax levy increase, again, below the percentage rate that the state has set as a cap. Our sales tax revenues are projected at 15.7 million in line with county forecasts. So we didn't play games with that.

State aid is expected to be 2.7 million, no increase. Although the New York Conference of Mayors, we continue to lobby for an increase in state aid, which is not forthcoming. One good word out of Albany today, I guess the

state budget is doing pretty good. So of course the lobbyist groups, which include lobbyists for local governments are lobbying for a piece of that pie from the state.

One area of concern is the 1.6 million in interest earnings will be applied towards debt payments. That's not coming directly out of our operational budget. That's coming out of interest that has been earned. No money that's been borrowed and a couple of other -- and I'm tying this all in with what we voted on at the Board of Estimate negotiating the water and sewer deal.

As you know, we have many, many years of investment in our infrastructure. Our infrastructure is 100-plus years old. Water main, sewer mains, and expansion of our system potentially, but primarily it's water mains and sewer mains that are the primary cost.

So the water service budget has 33 percent of the fund budget, and costs are -- is debt. And the costs are trending up seven percent annually. It's not sustainable in the system that we're doing now, and that's why we projected and we've been getting into the

business of wholesaling water and sewer.

The Board of Estimate this evening passed the Goshen, Town of Goshen Water District deal. And it's estimated when fully implemented within a couple of years that it will generate about \$2.2 million under current rates. So we will be able to continue with our water and sewer infrastructure program under Mr. Tawil, and we will have the ability to pay for it. And also not artificially passing the budget with the -- you know, one-time revenue, basically. The interest charge is a one-time revenue.

We also have some concerns about what's happening on the federal level and going down to the local level, state level where there's pass-through funds. So we've begun looking at different options within city government on how possibly to redefine or reorganize certain departments. So we'll be including the council in that analysis as we move forward over the next few months.

I think it's important for us to get ahead of the game that we need to be prepared to address some budget cuts on the state and federal level. I mentioned that the 2.7 million in state

aid I think has been frozen for like a dozen or more years. I'm -- don't quote me on that, but that number has not increased at all.

Sales tax is now flat, so these are usually revenues that we could count on in the past so that number is now flat. So we, as a local government, need to start examining operations and how we're going to pay for operations in the future while at the same time continuing our programs that we've put in place over the years.

So the Goshen water deal is a big deal for us. There's a second component to that, which is the Indigo deal, which is much more lucrative to the city with a potential of over \$5 million a year. Mr. Tawil has begun that process by hiring the firm. I believe it's CDM is doing the analysis.

We have the distribution part could be potentially with Goshen, Wawayanda, Wallkill, these are all townships that we're doing business with now. So we have an opportunity to increase our revenues over the next few years. So if we're going to increase the amount of infrastructure investment, we need to look at

revenues other than user fees, which fall on our taxpayers.

So the same can be said for the sewer budget. So we have taken that aggressive approach over the years with water and sewer lines, some of them funded by grants totally, some of them funded only 20 percent. But we must secure the funding mechanisms to sustain what we're trying to do.

So, Maria, if you can move onto the next budget -- I mean, next slide. The Thrall Park donation, if I -- we have some people here from the Run4Downtown organization if they would come on up. I'm here with Dave and Anna Madden, and you're signing up, right? What's that? You're signing up? Signing up? Yeah, I ran it this year.

ALDERMAN PAUL JOHNSON: Okay, Mr. Santos.

MAYOR JOSEPH DESTEFANO: Came in first in the over 65 division.

MAN 1: Slightly ahead of him, weren't you?

MAYOR JOSEPH DESTEFANO: Yeah, yeah, yeah. Dave and Anna from the -- Piccolo's, as

you know. Gene Whittle (ph) for the -- well, representing the -- himself. Andy Britto, who is our MC at the event, he doesn't run either. So don't let him fool you.

ANDY BRITTO: I don't want to lose to him.

MAYOR JOSEPH DESTEFANO: And you don't want to lose to him, right? They -- just a bit of information. Year to date including tonight, the Run4Downtown has raised \$186,000 that was invested in downtown Middletown.

(Applause)

MAYOR JOSEPH DESTEFANO: The clock you see in the park to the -- Erie Way. What's it called again?

MAN 2: Pavillion.

MAYOR JOSEPH DESTEFANO: Pavillion. I thought there was a more fancier name for that, but the pavilion. So -- and a lot of smaller projects. They've been involved in everything that's going in downtown. So the beautification and the upkeep, and they're out doing a lot of things for us that are not even included in the 186,000.

So we wanted to make sure that we

recognize them for their support. The have made a visible difference in the quality of life in our city. Dave and Anna, you deserve a lot of credit for all the effort that you put into it. I believe it's more Anna than Dave. But that's -- so what?

But we wanted to invite you here tonight for two reasons. One is to acknowledge everything you've done, and two, is to accept that check for \$30,000 that you will be donating towards the Thrall Park improvements that our Parks Department is working on with Maria Bruni. And I think Jacob had his fingers in it as he usually does a little bit.

But we're going to be doing some night lighting of the monuments, some sidewalks so they give access to the lighting. And Dave, if you want to give a little -- couple of words on it, feel free to do so.

DAVE MADDEN: On Run4Downtown?

MAYOR JOSEPH DESTEFANO: On the Run4Downtown.

DAVE MADDEN: Sure.

MAYOR JOSEPH DESTEFANO: Or the project we're talking about.

DAVE MADDEN: So Run4Downtown just finished its 19th annual event. We're coming up on our 20th anniversary next year in 2026, which we're really excited about. And \$186,000 back to the City of Middletown, which is -- you know, I mean, it's a significant contribution and we're really proud of that.

And we've worked with Maria and the Parks Department for Run4Downtown -- or I'm sorry, for Thrall Park and the improvements, lighten up the statues, adding some additional walkways, and just general improvements to, you know, make that space more inviting for the public. And we're really excited about our relationship with the City of Middletown and moving forward and many more years that have Run4Downtown. Thanks.

MAYOR JOSEPH DESTEFANO: Great job.

DAVE MADDEN: And -- oh --

MAYOR JOSEPH DESTEFANO: You got the check?

DAVE MADDEN: -- you want the check?

MAYOR JOSEPH DESTEFANO: Yeah, I do. Yeah. So let's see.

DAVE MADDEN: You going to check it to

make sure it's --

MAYOR JOSEPH DESTEFANO: I want to make sure it's signed.

DAVE MADDEN: All right.

MAYOR JOSEPH DESTEFANO: It is, so there it is. \$30,000.

(Applause)

MAYOR JOSEPH DESTEFANO: It's made out to Miguel Rodrigues.

PRESIDENT J. MIGUEL RODRIGUES: I'm running now.

MAYOR JOSEPH DESTEFANO: So, that being said, good news, we -- the next slide will be the RECAP 60th Anniversary dinner. I -- myself, Maria Bruni, Cait McNamara from our Economic Development Office, Leonora Liz, Rick McCormick, and Maria Ingrassia from Congressman Ryan's office all had the opportunity to attend their 60th anniversary dinner.

During the dinner, they brought me up to speak and to address their group regarding the O&W project. As you know, RECAP/Headstart is our prime tenant. They're taking the entire building. We're expecting to close on or before November 19th on the tax credits.

The tax credits, because of the -- they're called new mark tax credits, combined with the historic tax credits, are what makes this project doable for us. We've represented to you all along there still will be a city subsidy into the project, but it is a worthy project for this community.

So we got up and explained to the crowd of RECAP supporters. They obviously were very receptive to the idea. I want to thank RECAP and Charlie Quinn and Heather Decker, who have put a lot of work into the tax credit development along with Leonora, Maria Bruni, and Caitlin on our staff. It is a lot of work.

We have told Leonora that we will never do a new market tax credit project again but -- because it is so much work. And -- but we are getting a significant amount of investment from this project from this tax credit.

So to cap off their 60th anniversary, they will then -- we will begin, hopefully by the end of November, awarding the contracts to the four prime contractors and the second phase of the O&W project will continue. I know Maria and Caitlin had a call today with our consultants on

the project. I saw some of the email exchanges.

We met with Alex Smith today for the -- for a final review. There's some language change that needs to be put into some of the agreements, but other than that, it looks like it's full speed ahead with a closing on or before November 19th. So that's very exciting.

So the next is the Middletown Emergency Food Assistance Program. The application -- applications will close tomorrow at 4:00. We thought it was going to be today at 4, but we decided to extend it until tomorrow at 4 because we have the opportunity for more money to be injected into it.

We want to make sure that we cover everyone with these distributing -- distribution of the \$50 vouchers. If you heard that the judge ordered Trump to release the \$5 million for the SNAP program, which I believe they have agreed to do, but it's not covering the entire amount of the SNAP award. It's like half of a -- little under half of what is necessary on a monthly basis.

I don't know what's going to happen with it, but we're going to move forward with our

distribution on Wednesday of the \$50 vouchers. As of earlier today, we had well over 200 people signed up. Maria has been able to identify a few more dollars in her budget so we're over the 10,000. We also have some private donations that have come in and support from individuals. We are also doing collection in the lobby, which was very successful for the RECAP food pantry on Mill Street.

So the program is -- you cannot believe the concern of people here in our city. You see it on TV, and it doesn't touch you as much. But when you have a grandmother calling you up and say we have three cents left on our EBT card, no money for the weekend, it moves you. And the staff was getting pretty much moved by it.

Our recreation staff, Raelyn and Nicole, are handling it on their end with their staff. So the amount of people will probably hit over 300 families that we will be helping on Wednesday.

We are now looking at, if it does get extended, what can we do? Because the federal money, as you know, can be used for this. There is a question of whether the City can put money

into a program like this since we are not a social service agency. Alex has been in contact with New York Conference of Mayors and attorneys from other cities have also been in contact with them because we're all facing the same dilemma where our residents are asking for assistance.

A first look at the state regulations would say that we are not allowed to donate money to a program or to a food pantry. That would primarily be a county function since they are social service operators in Orange County.

But Conference of Mayors got back to us and said there is a strong possibility, and at this point a real possibility, that by declaring a state of emergency similar to what we did with COVID, that we would then be able to put some city funds into this type of project.

That, of course, will then lie with the body that appropriates the money. I would be very supportive of it. I don't know what the numbers are. We don't know how long this thing is going to last. But we're trying to put together another model on the program because, if you -- under the emergency that we're doing now, if you came in and you're a single person with a

SNAP card, we were giving you \$50.

But if you're a mother with three kids, you are also getting \$50. So we're looking at amending the program to see how we can amend the program to address family needs going forward to. So hopefully it won't happen. Hopefully Washington will get to its senses and fund the program. But we know we can't count on that, so we want to be prepared.

We're in the process of doing that now, and -- but for the program that's in place now, Wednesday we will start distributing the cards. Those who can pick up will pick up. Those who can't make it to the rec center will be dropped off at their residence to them.

So if you have any questions or any concerns or any families that need assistance, they can call my office or they can call the Rec Department. That is primarily who is handling it. We started taking applications here too because we did have some walk-ins that were unable to get to the rec center.

We are also doing it by phone or doing it only. So if you have any emergencies, we can refer them down to the RECAP kitchen, RECAP

pantry on Mills.

Onto the Brownfields. I want to thank the Pattern for Progress and Kate Striker for the tremendous work she did at our last meeting with the public hearing. I have not heard any negative feedback at all for the plan that we are in the process of developing. I know Kate and Paul as Third Ward representatives are very supportive of the -- what we're trying to there. They're an instrumental part in the development in the plan also.

But we're focused on maintaining the open space, rehabbing the buildings, and limiting the types of uses at the facility to protect our history, and also to add some economic development. So the BOA grant will make it very attractive moving forward. So if you have any feedback, I have not received anything negative, only very positive, please share it with us so we can share it with the BOA committee.

Last but not least is tomorrow is Election Day. And regardless of how you're going to vote, please vote. Because I can tell you one thing that people in other offices on higher levels look at for a community is they look at

how "powerful" you are, and that judgment of power is by how many people vote in the community. So need to have a good turnout.

Early voting was well over 1,200 people at the poll. We have I think four or 500 absentees that are out. Assuming that even half of them come back, we're over the 1,500 mark. Plus tomorrow, plus more absentees coming in. So I just urge people to go out and exercise your right to vote, and we'll all be better off on Wednesday when all the signs start coming down.

So thank you all. If you're a candidate, take your signs down as early as possible. Thank you. Any questions?

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

ALDERMAN GERALD KLEINER: I just want to say thank you, Mayor, for taking the lead on food assistance for our community. I think it's very important and I'm really glad to hear that we're ahead of the curve. Thank you.

MAYOR JOSEPH DESTEFANO: You're welcome. You know, one point is Newburgh -- you know --

PRESIDENT J. MIGUEL RODRIGUES:

100,000.

MAYOR JOSEPH DESTEFANO: -- we did start getting calls from different groups. Beacon called, Newburgh called and said how are you doing it. And because we all face the same legal issue of injecting city funds. Newburgh started with \$150,000 because they have a program, a federal program, that's much larger than ours.

So -- and they didn't appropriate certain funds. Our federal program is much smaller than the Newburgh program, and that's based on need and all that. But what it did do is started getting communities in this area talking about it, we were the first out of the box on it, but not -- certainly, we're not just the one shot here. We're going to try to continue the program. And as I said, I support using city funds if we need to.

ALDERMAN GERALD KLEINER: Thank you.

MAYOR JOSEPH DESTEFANO: Okay. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Thank you, Mayor. All right. Remarks of department heads. Fire chief?

CHIEF ROBERT BRADY: Good evening. October, we ran 125 calls, which is higher than our usual. We average about 100 calls a month for the 1,200 for the year. We did 125, one third-alarm fire at 2 Dolson Ave., Budget Beverage, which was heavily damaged, and then the little store attached to it was damaged also just mostly due to smoke and water. No fire actually got into that part of the building. Thank God for the fire wall.

Still waiting for the fire investigation report. We don't have that yet. I think due to the amount of the price of the loss they had to get a private fire investigator in there as per their insurance company to do the investigation.

We got three new members, I think you guys will probably be voting on next month, that are getting voted in tonight. We got three -- four members of the ones that we've been voting -- not this month, next month. And we've got three new members signed up for the state, firefighter one class, which is great. It's showing a little more commitment from them. It's 138, 39 hours now. When I took it, it was 36

hours. So it does show a commitment that -- the membership that we're bringing in.

We are -- we did start a mentoring program to try to keep the younger members in. We've got a big influx of Middletown High School students, which is great. They're showing the interest in the community. They're coming around to the drills, the meetings. You know, so that's also been great.

Last time I was here we discussed one of our problem child buildings. I'd like to thank the police chief and Jacob and his building department for the assistance that we've had. Because now it's really becoming a safety concern. It's not just the amount of calls we're running there.

But the taping of the smoke heads, the removing of the smoke detectors by breaking them and removing them from the ceiling, discharging extinguishers with -- inside the building so there is no fire protection whatsoever. It's a concern on our end. We've had meetings within our department on pre-planning that building because we're afraid one night we're going to show up 2:00 in the morning and people are going

to be hanging from the windows.

So -- but the Building Department has taken the lead. And I do appreciate that, Jacob. Thank you. So hopefully we get that rectified. I know whoever's on our system sees the calls to the property that we're going to quite frequently.

Something also that -- Andy Witkowski is now our fire inspector. I don't think he understood how many emails he's going to be getting from me. We do have another property that is now doing concerts inside the building, and when they're in there, they're shutting off the fire alarm system, which we were not notified of.

So we found out the other night when we had a call there that they said we don't know how you got the call, we shut the alarm system off.

PRESIDENT J. MIGUEL RODRIGUES: Good monitor.

CHIEF ROBERT BRADY: So I turn that over to Andy Witkowski. He's -- you know, he's been in contact with them that it's okay to put the system on test, and it's also -- but you have to have -- there's requirements in the state code

that you have to have a fire watch. And he needs to get that report and when this is going to happen before it happens instead of after it happens.

So -- but we're moving in the right direction. We're keeping them busy. I'm sure he's been busy with Jacob and the mayor also and the police department. So he's been great since he's taken the position, and he's always available. He's never kicked me to voicemail yet, so that's a good thing. And that's all I have.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the fire chief? Thank you, fire chief. Economic development.

DIRECTOR MARIA BRUNI: Good evening, everyone. I just want to thank my department. The way they pivot when Middletown Emergency Food Program had to figure out the funding for the program to assist, Patty, Gina, and Caitlin. They're just amazing. Again, how they can pivot and let's work on getting the job done.

Also, the Paramount, we had a successful Horrothon weekend. I'd like to thank Eileen for that for her knowledge of putting the

program together and making it a success. And Stephanie and Joseph are working for the tree lighting. We're going to have an announcement later this week regarding the tree, the tree lighting, and all those festivities as well. And thank you, Run4Downtown. Amazing, everything you guys do. And that's all I have for tonight.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Maria? All right, Maria. Thank you. DWP commissioner?

COMMISSIONER JACOB TAWIL: Good evening. I'll be relatively brief tonight. Alderman Masi, as you know, we had very little rain to speak of unfortunately. So our storage right now is about 74 percent. That's how much our reservoirs are filled, which we are -- you know, we're still in very good shape.

Just to give you an idea. Last month we had only 3.6 inches of rain. Our average is 5.11. So from three inches to plus two to five inches we should have had on average. The month before it was similar, about two and a half inches versus five and a half inches.

So with that, our water department worked -- got our -- all our skimming operation

in place, all our pipes tested from last year so that if we have to skim from Indigo Creek, we'll be able to once we have some significant amount of rain. That's the only time we can skim because we have to meet requirements of the DEC of minimum discharge leaving the stream and so on before we start pumping.

And that's a reminder how much we need the additional water source. Hopefully Indigo would be very fruitful for us and for the future of the City of Middletown like the mayor was saying. Extremely -- I mean, extremely monumental. This is monumental what's going on with the agreement with Goshen, with the build -- hopefully with the reservoir or groundwater source in Indigo that will supplement what we have.

This is what the City has been working for with the dream since -- I have report since 1936. And I'm not exaggerating. So it's tremendous. And as you can see, development is all around us. Everybody is looking for water. You cannot build anything without the water and the sewer service as well. So -- and it's happening. It's building all over the place.

You see the traffic, the amount of traffic on 17, all our local roads. We're just building, building, building.

So obviously it's going to have to be done thoughtfully, the construction. And that's the planning board and different communities around us. But we need the water, and that will supplement the jobs and economic development like the mayor stated exactly.

Leaves pickup started today in the Third Ward, and then after that we'll go out -- we will go out throughout the city. Please remember don't dump leaves randomly everywhere. Make sure they're away from the intersections because it's a safety concern. Make sure you stay within four feet from the curb, not -- don't push it in the middle of the road or anything like that.

Don't make the pile too high. You don't have to do it all at once. We'll go through the Third Ward and then finish -- go around the city. Then we'll come back again. So, you know, do not overrun the road. If you see people piling up too much, just work with us. And when the guys come in, we'll come back again.

Like the mayor, I thought he had it in his agenda, is Orange County Parks Department, they're -- they are doing the Heritage Trail, Section 3, which is from West Main right here all the way to Ingrassia Road through Davidge Park. With the support of the mayor and the county, we voted with Orange County Transportation Council for another three and a half million dollars in support of the Orange County Parks' request. And that will be a tremendous improvement. Again, another injection of funds into this third section of the trail.

And as you know, Section 1 is tremendously used and really improve the quality of life in the city and gave us an option for recreation and for residents of Middletown and the surrounding areas. It's a tremendous project, the Heritage Trail Section 1. And Section 3, we're dumping more money into it, and it's going to be really beautiful. And that's, again, under the leadership of Orange County Parks.

The mayor spoke very well about the Goshen agreement. It's monumental, and that's all I have for tonight.

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

COMMISSIONER JACOB TAWIL: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: City treasurer. Oh, she left? All right. Police chief.

CHIEF JOHN EWANCIW: I'll make it easy for you. Good evening. I have nothing unless you have anything.

ALDERMAN PAUL JOHNSON: Nicely done.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Kleiner?

ALDERMAN GERALD KLEINER: Thank you. Can you tell us the junior police academy, what state it's in and what -- I know you said there were a lot more people this time than expected.

CHIEF JOHN EWANCIW: Yes. So I believe you're referencing our Youth Leadership Academy that we --

ALDERMAN GERALD KLEINER: Yes. Yeah.

CHIEF JOHN EWANCIW: Yep. So we run a youth leadership academy. This is about our fifth year now. We run a fall session and a spring session. We try to run about 25 individuals. We utilize our SROs and school

resource staff to find and identify individuals that might be best suited for the program.

So the program is once a week. It's -- right now it runs on Wednesdays. This year we had 38 individuals sign up for it. We did lose a couple, so we're down to about 32 as of the other day. It's an amazing program that -- one the city funds, so thank you. We do get some grant funding to help offset that.

And what we do is we try to take the obstacles out of anything that would cause one of the youth not to be able to show up. We utilize a bus to pick up kids that need transportation. We drive them to our location. They start off having a snack, a little bit of downtime after school, followed by a lesson, whatever that lesson of the day is.

There's an agenda and a curriculum that goes along with it for 12 weeks. At the conclusion of that, they get to sit down and -- together and have a nice hot meal from one of our local restaurants to share and enjoy, and then we make sure they all get home safely, whether they get picked up or we drive them home that that we -- again, we take those obstacles out.

We have found over and over again that most of them ask for more. When -- especially at the end of the session when I speak with them, when I ask them what they would like to see different, they traditionally all say they want more time, want more events, want more opportunities.

So we do what we can with the program. We'd love to expand it, but it does take up a lot of resources as well. But it's been very successful, and we definitely appreciate the support that you all have given us to allow us to continue doing these programs.

ALDERMAN GERALD KLEINER: Will there be a graduation?

CHIEF JOHN EWANCIW: Yes, there's always a graduation at the end of them. Typically they're done right here in this room. We have done some in the past also at Mount Carmel Community Center. So once I have that date, I will definitely share that.

ALDERMAN GERALD KLEINER: Okay. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Anyone else? Alderman Johnson?

ALDERMAN PAUL JOHNSON: How many hours are the class, like three to six or three to...

CHIEF JOHN EWANCIW: Yeah, it's about three, three and a half hours total, yes.

ALDERMAN PAUL JOHNSON: Thank you.

CHIEF JOHN EWANCIW: By the time with -- there's a little bit of buffer on the front and back for transportation needs. And we're actually working with Mr. Higby to acquire a little bit bigger bus to make it a little bit easier for us.

ALDERMAN PAUL JOHNSON: Great. Sounds like a great program. Thank you.

ALDERMAN JUDE JEAN-FRANCOIS: Chief, what are the age groups?

CHIEF JOHN EWANCIW: We take from middle school from about seventh grade all the way up to seniors.

ALDERMAN JUDE JEAN-FRANCOIS: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All right. Thank you, Chief. City clerk.

CLERK RICHARD MCCORMACK: Good evening. Just a reminder, as the mayor mentioned, Election Day is tomorrow. The polls are open from 6 a.m.

to 9 p.m. here in the city of Middletown. You don't know where to vote, please contact us at the City Clerk's Office, 845-346-4168. I will be more than happy to help you, and get out and vote. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the city clerk? All right. Public hearings and grievances.

CLERK RICHARD MCCORMACK: Good evening. Notice is hereby given that the City of Middletown will hold a public hearing on Monday, November 3, 2025 on or as near to 7:30 p.m. as possible in the Common Council Chambers, 16 James Street to hear any and all persons wishing to be heard on the proposed zoning amendment to Chapter 475 Zoning, and in particular Section 475-21.1, DMU Downtown Mixed-Use District.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed zoning amendment. The complete proposed zoning amendment is available in the Office of the Common Council Clerk and on the city's website.

PRESIDENT J. MIGUEL RODRIGUES: At this time the public hearing is open. Anyone from the

public? Any council member? Can I have a motion to close?

ALDERMAN JOSEPH MASI: So moved.

PRESIDENT J. MIGUEL RODRIGUES: Masi.

Second?

ALDERMAN ANDREW GREEN:

(Indiscernible).

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green. All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: Public hearing is now closed. Remarks of alderman.

Alderman Masi?

ALDERMAN JOSEPH MASI: I'll just be very quickly. Tomorrow is Election Day. First of all, I want to thank everyone that has voted early or has voted absentee. And I would ask that please, people, if you haven't done either one of those, that you do take the time to go out and vote. Because as the mayor said, it is very important.

We have some elections going on that include some of the members of this board, and then obviously we have the one, the most important one, for the mayor and council

president. Although the mayor is a contested one. So your voice does matter. And the way you can do is get out there and vote. And I'm hoping that you will support our team. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Witt?

ALDERMAN KEVIN WITT: Thank you. I would just like to add onto the -- in our time of food uncertainty, the Middletown School District in association with SNAP Ed and the Walden Savings Bank are teaming up to donate and distribute 300 boxes filled with fresh local produce.

The distribution will be on Thursday, November 6th at Carter Elementary School, the old Mechanicstown, from 5 p.m. until 7. Please enter the shut road extension lot that's now the front of the building. And when you get in, there is a long roadway. Please make a right, and it's going to take place in the parking lot.

This is open only to Middletown School District families. In fact, there will be checking the Infinite campus to make sure that registered parents or guardians are participating.

So we want to be fair to everybody and help our community. You'll -- it's one box per household, and families may not pick up boxes for other households. Again, there are 300 boxes, and we're just trying to be fair to everybody.

So we're also on our website putting together a list of resources. Middletown with the mayor's office has been very helpful. Town of Wallkill has as well. We're trying to get it all in one place.

There was a county list going on or going around in different places, and we're -- there's a place on our website, on our city School District of Middletown website under "Community" that shows resources not only where you can receive food, but also donate. So if that's something that -- either way you want to go on that, that's where the opportunity presents itself. But it's only Middletown people for Carter on Thursday.

And just a second thing. Congratulations on our -- to our city for getting this designation from U.S. News and World Report. Pretty incredible. And for me, like looking at this, what I thought was interesting is of course

we still had people who were bashing it, which made absolutely no sense to me, but it wasn't us coming to the defense, it was the people who live here who were coming to our city's defense.

And I just -- to me, that was a really good sign. Like they -- there was a sense of pride that we had achieved this designation, and people just didn't feel like, at least how I took it, that we weren't going to have this dumped on us. So thank you to everybody for sticking up for us and for themselves. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Thank you. Alderman Green?

ALDERMAN ANDREW GREEN: Thank you. Yet again, Middletown shows up and is there for our residents and is there for our families and shows leadership throughout the county and state. So thank you, Mayor, for taking the helm on the food assistance.

I know that's really important to, you know, those who need it, especially this time of year when we're preparing for Thanksgiving and all these great celebrations, and our tree lighting and that. So, you know, I know that it's going to hit harder this time of year than -

- not that it wouldn't hit hard other times of year, but the times that we really think about it.

We will be having our constituents meeting here on Monday the 10th at 7 p.m. And I believe the mayor is still on board for the first little bit to -- thank you -- to show up and take some questions, be in the hot seat for a little bit. So we hope to see you here at 7 p.m. on Monday. And please get out and vote 6 a.m. to 9 p.m. tomorrow. We look forward to some exciting results. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Kleiner?

ALDERMAN GERALD KLEINER: Thank you. I also want to congratulate the mayor and the city on the designation by the U.S. News and World Report. I mean, it's not something that we entered a contest for. It's just something that we stood out, and that's really good to hear.

I want to remind people that a week from tomorrow is Veterans Day. That's November 11th. And this year, they couldn't get together, whatever happened. So you either go to the legion lodge, the American Legion, or to the Elks

Club. They will both be doing a Veterans Day service celebration.

And I also said I would mention that next year on October 3rd that the Elks Club will be doing the veterans' stand down day. They wanted to make sure that got out there early so no one scheduled anything against them. So keep that in mind.

I'm happy we're -- really happy we're stepping up to try and make up for SNAP assistance. I mean, we have 20 or \$40 billion to give to Argentina to affect their election, but we are discontinuing the SNAP program. MAGA Mike Johnson has not had the house in session for six weeks, seven weeks now and has refused to sign in Adelita Grijalva, who was elected on September 23rd.

So I think that's important. Bless her heart. She doesn't know how it works. Well, you're finding out how it works. It's disgraceful. And since we last met, they've demolished the East Wing of the White House. When I lived in DC, that's the part of the White House I saw every morning when I would walk the dog. That's the closest to GW, and it's gone.

So it was only the first ladies' whose offices were there, so, you know, I think Eleanor Roosevelt, who's my favorite 19th -- 20th Century politician, I don't know, just destroy it. We're also attacking Venezuelan fishing boats. We say they're running drugs, but there's been no proof of that whatsoever.

We're protecting pedophiles. That's why he won't swear in the democrat even though she represents however many hundred thousand people in Arizona's Seventh District. And they're without representation for over six weeks now. So you can protect the pedophiles on the Epstein list. Congratulations to Mike.

So that -- I mention that and I mention a lot of stuff. Our health insurance is already the worst in the industrialized world. Our health insurance and our health services are the worst in the industrialized world. Eleanor would've called it a human right. I don't know. There are still people who think that China pays the tariffs and that it's just not a tax on the American people. It's amazing.

I get emails from the Times Herald-Record, and thank goodness after tomorrow all

those horrible ads will disappear from TV and hopefully disappear from the internet too. But I -- one of the emails I get is from the Times Herald-Record touting their local news coverage and how -- the first one I got was on the same day that they talked about the No Kings March and -- in Akron and your -- every place to go in Akron.

So I don't know how that fit Middletown, but when you go down to the bottom of these emails that tout their local news coverage, it gives their address as 40 Mulberry Street, Middletown, New York. So that's how out of touch they are.

You know, in Germany the people who voted against handing Hitler total power were the democratic socialists. So I would say tomorrow, I mean, we voted early. You know, we've -- oh, I want to say one more thing. The warming station opened on Saturday, and they're opening November 1st this year because it gets cold in November.

And -- but they will also have training. If you think you can volunteer, you can go on the website and look at MiddletownWarmingStation.com, a website that's

maintained by my fellow Alderman Andrew Green. And the next training is Thursday, November 13th. Go in after the board estimate meeting, or Wednesday, November 19th, and that's at 7:00 at Mulberry House. So then you can volunteer to help house the homeless.

So what I would say is Row A all the way. We need to send a message to Washington, and we need to send it to -- I have said all politics this year is national. And you need to send a message to the national politicians, MAGA Mike Lawlor and others included, that we are small D democrats. And the only way you get small D democrats is voting for large D democrats on Row A. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderwoman Wray?

ALDERMAN KATE WRAY: Good evening.

Quickly, Maria, I'm very excited because you just mentioned my favorite event of the year, the tree lighting. Eleventh in the state? I mean, a little lower than I would've put it, but I'll take it. It's well-deserved. I think we really offer everything here in Middletown. I think our food is better than anybody else's. I could go

on and on.

But tonight I mainly would like to respond to a social media post by one Mr. Joel Sierra where he tries to impugn my character, which I find laughable that he wants to get into a conversation about character with anyone.

So in this post he mentions that I once called him brother, and I no longer do that. And you know what? He's right. There was a time where I believed that Joel Sierra and his family were like family to me and mine. But what I did not know during that time while Joel was posturing himself as my friend, at the same time that was going on he was scheming and lying to replace me on the council with his brother at one time and then with someone else later.

So even after discovering this now all these years later, along with so many other lies that Joel Sierra has told, Joel had the audacity after the death of my children's father to show up at the funeral uninvited and attempt to speak to myself and my children. And then further, took advantage of the situation and took an absolutely on-purpose and targeted photograph with my children's father and uncle, which he

then used in a political post last week, which my daughter found on Facebook and sent to me so upset.

So, you know what, Joel Sierra? You, sir, have now feasted on my children's grief, and there is no further bottom for you to reach for. You are despicable and without conscience, and shame on you. And you know what? The mayor and I may not have always agreed on every issue, but what we have always had is respect for each other and a love for this city.

And in addition, I feel no need in this position to sit in anyone's pocket in order to represent the people of the Third Ward. Those are the people I work for, and that is who I answer to.

And you know what, Joel Sierra? If you'd like some insight into what a real human being does when a person or family experiences loss or struggle, you should look to Mayor DeStefano for a little lesson in compassion and care. Yes, there was a time when nearly everyone in this room thought that you were someone you are clearly not, Joel Sierra.

But here we are. And the Joel Sierra

on the ballot today has shown us all just how reprehensible a person can be. You have no qualification to lead anyone. You lack empathy, remorse, and integrity. And when it comes to your political platform, Joel, all I can say is that you are either nothing but a liar or completely uninformed and ignorant. And in neither scenario are you fit for office. Good evening.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Johnson.

ALDERMAN PAUL JOHNSON: So I'd like to let that sink in for a little bit. So this is not the first time that Alderwoman Wray has been targeted, as it were. If we go back to the not-to-good-old-days of the Gassa (ph) gang when she and her daughter were targeted for speaking at a meeting, and back at that time, in my clever approach, I invoked the Three Musketeers, "One for all, all for one."

Maybe it was a little presumptuous of me to throw you all into the pot, so I'm going to speak for myself this evening. Alderwoman Wray and I have worked together for 10 to 11 years. She's exhibited remarkable due diligence. She

has had a lot of personal challenges with her family, and she has risen above it. But today, unfortunately, is the day where she has to sink down to the level of this particular individual. So I will say to Mr. Sierra, what you do to Ms. Wray, you do to me as well. And I don't care for it.

The conclusion is self-evident. Your depravity knows no bounds. And let's hope that after tomorrow you'll crawl back under the rock where you live. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Good evening. Whoo. There's a lot to swallow tonight. One thing I would like to say, Team DeStefano is definitely in effect for tomorrow. I would encourage everyone to get out and vote.

And the message for the Fourth Ward, we are one of the biggest wards in this city, but in the past, the numbers are not showing that. But I think tomorrow that's going to change. I encourage everyone to get out and vote. Let's make history tomorrow. Let's make it happen.

On the other hand, DPW, Street

Department, I want to thank you guys for the hard work that you do fixing our potholes and keeping our street clean. And the Sanitation Department, you guys have been doing a great job keeping our city clean. Your hard work doesn't go unnoticed. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Tobin.

ALDERMAN SPARROW TOBIN: I would like to celebrate the U.S. News eleventh place best place to live and their methodology. And, you know, we see it every day because we're really involved, but, you know, it's the state and fed help, the infrastructure, the safe neighborhoods we live in, the downtown bid, access to healthcare, great schools, community, our Parks and Rec Department, the affordability of Middletown.

This all makes Middletown a great place to live, and that is -- you know, basically due to all the hard work that the department chairs do, that we do reading and finding out about these issues, and the leadership of the mayor. So it's not by accident that we're eleventh in the state. So thank you.

I'd like to thank the Maddens, Britto and Grillo, for the Run4Downtown. You guys do an awesome job. I was just at the pavilion the other day for the Hispanic celebration, and that thing gets used for everything. Ice skating, pickle ball, community events, farm workers. I mean, it's really a community hub, so it's a great addition to our downtown.

And then the SNAP. I'm glad that we're stepping up to help our communities. 39 percent of children -- or 39 percent of the beneficiaries of SNAP are children, and 20 are seniors. And to see that this was used as a political tool, that they had to have a judge come in and stop it is ridiculous.

We have one side, you know, has no plans, just problems, and really a lack of empathy, I mean, for our fellow human beings. So I'm glad that we're stepping up and trying to help our neighbors because it's the right thing to do. And I encourage everybody to donate to the food pantries because they're going to be in need and we don't know when this thing is going to end. Thank you.

right. New business.

CLERK RICHARD MCCORMACK: Good evening.
We have a resolution sponsored by Alderman Masi authorizing a proposal from Clark Patterson Lee for professional design to upgrade -- services to upgrade the senior center bathrooms.

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?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Jean-Francois authorizing a budget transfer within the Department of Public Works 2025 budget.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Jean-Francois.

Seconded by Alderman Green. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries. A
resolution sponsored by Alderman Witt authorizing
a budget transfer within the 2025 water budget.

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?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Johnson
authorizing the renewal agreement with
ChargePoint.

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?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderwoman Wray accepting
a donation from the Run 4 Downtown toward Thrall
Park improvements in the amount of \$30,000.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderwoman Wray.

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?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Green
authorizing an amendment to City Code Section
475-21.1 DMU Downtown Mixed-Use District as it
pertains to parking and children's play lots.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Tobin
authorizing intermunicipal agreements with the
Town of Goshen for the provision of water and
wastewater 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?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

That's it for me.

PRESIDENT J. MIGUEL RODRIGUES: Audit?

ALDERMAN JOSEPH MASI: Mr. President, I

move the accounts be audited, the claims be adjusted, and the city treasurer be authorized to issue warrants for their payment.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

PRESIDENT J. MIGUEL RODRIGUES: Move
for adjournment?

ALDERMAN JOSEPH MASI: So move.

PRESIDENT J. MIGUEL RODRIGUES: Thank
you.

(Adjourned)

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

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



Sonya M. Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: November 12, 2025



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
NOVEMBER 3, 2025**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Nothing this evening.
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
 - 8.1. Public Hearing: Parking Requirements and Children's Play Lots Requirements in the DMU
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 293- Resolution Authorizing a Proposal from Clark Patterson Lee (CPL) for Professional
25 Design to Upgrade the Senior Center Bathrooms
 - 294- Resolution Authorizing a Budget Transfer within the Department of Public Works
25 2025 Budget
 - 295- Resolution Authorizing a Budget Transfer within the 2025 Water Budget
25

296- Resolution Authorizing a Renewal Agreement with ChargePoint
25

297- Resolution Accepting a Donation from the Run 4 Downtown Towards Thrall Park
25 Improvements

298- Resolution Authorizing an Amendment to City Code Section 475-21.1, DMU
25 Downtown Mixed-Use District as it pertains to Parking and Children's Play Lots

299- Resolution Authorizing Intermunicipal Agreements With The Town Of Goshen For
25 The Provision Of Water And Wastewater Services

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: None
 Seconded by: None
 Date of Adoption: November 3, 2025
 Index No:

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

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Public Hearing: Parking Requirements and Children's Play Lots Requirements in the DMU

Prepared by:

Attachments:

1.	DMU - Rezoning - DMU Parking and Play Lots
2.	Notice of Public Hearing: Parking Requirements and Children's Play Lots in the DMU

WHEREAS, the City of Middletown Common Council has been presented with a proposal by the Mayor to modify the parking requirements and children's play lots requirements for multiple dwellings and attached dwellings in the DMU Downtown Mixed-Use zoning district, and

WHEREAS, the Mayor's proposal is based upon the actions of other cities in New York and across the country to reduce off-street parking and play-area requirements in their downtown areas to encourage redevelopment, and

WHEREAS, a public hearing was held on this proposed rezoning action on November 3, 2025, and

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

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

Section 1 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, and in particular Section 475-21.1, DMU Downtown Mixed-Use District, be and is hereby amended by adding Paragraphs (7) and (8) to Subsection C, Design and other standards applicable throughout the DMU district, to read as follows:

(7) Notwithstanding anything to the contrary contained in Subsection F(16) of this Section or in any bulk table referenced therein, for any newly constructed or renovated building which includes a multiple dwelling or attached dwelling usage, and which is within five hundred (500) feet of a public park, no children's play lot or playground shall be required.

(8) Notwithstanding anything to the contrary contained in Subsection F(16) of this Section or in any bulk table referenced therein, for any newly constructed or renovated building which includes a multiple dwelling or attached dwelling usage, the "Off-street parking spaces per DU" line in the bulk table referenced therein shall be modified as follows:

The off-street parking spaces for 1-bedroom multiple and attached dwellings shall be reduced from the current 1.75 spaces to 1.5 spaces.

The off-street parking spaces for 2-bedroom multiple and attached dwellings shall be reduced from the current 2 spaces to 1.5 spaces.

The off-street parking spaces for 3-or-more-bedroom multiple and attached dwellings shall be reduced from the current 2.5 spaces to 2.0 spaces.

Section 2 - This ordinance shall take effect immediately.

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Monday, November 3, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear all persons wishing to be heard on the proposed zoning amendment to Chapter 475, Zoning, and in particular Section 475-21.1, DMU Downtown Mixed-Use District.

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

The complete proposed zoning amendment is available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 10/29/25 & 10/30/25
City Website

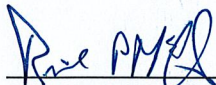


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Kleiner
 Date of Adoption: November 3, 2025
 Index No: 293-25

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.

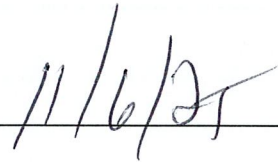

 Richard P. McCormack
 Clerk to the Common Council

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 Proposal from Clark Patterson Lee (CPL) for Professional Design to Upgrade the Senior Center Bathrooms

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with CPL in the amount of \$25,000 for the professional design services to upgrade the Senior Center bathrooms as specified in the attached proposal.

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Mayor to sign the agreement.

The City obtained a grant for this work through Senator Skoufis office in the approximate amount of \$145,000.

Prepared by:
 Jacob Tawil

Attachments:

1.	Middletown Senior Center Proposal
----	-----------------------------------



October 2, 2025

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

Re: Senior Center Renovation

Dear Mr. Tawil,

In accordance with our discussions, we are pleased to submit a proposal for the Senior Center renovation project for the City of Middletown. Our understanding of this project is the City of Middletown plans to replace the light fixtures in the first floor Men's and Women's restrooms, replace plumbing fixtures in the first floor Men's and Women's restrooms (total of 4 lavs, 4 water closets, 3 urinals), replace the door closers on first floor Men's and Women's restrooms (2 openers total) and replace door hardware on second floor 10 ft tall exterior double-doors (2 sets of double-doors). The lavs have auto-flush devices that are recessed in the walls and will require wall patching when removed.

Scope of Services

Our services would include the following tasks:

TASK 1: Design

Professional design services related to developing schematic design documents and advancing them into full construction documents and technical specifications to be used for public bid and construction.

- Participate in all design meetings, including initiating meetings with agencies, as necessary, having approval authority.
- Develop drawing packages to be handed over for Owner review at the following milestones:
 - Develop architectural Schematic Design (30%) documents along with a civil, electrical, plumbing and mechanical narrative.
 - Develop architectural, civil, electrical, plumbing and mechanical Design Development (60%) documents.
 - Develop architectural, civil, electrical, plumbing and mechanical Construction Documents (90%).
 - Prepare bid packages for each contract including definition of scope of work, front-end specifications, technical specifications, drawings, terms and conditions (Bid Set).



TASK 2: Bid

Professional services related to bidding shall include:

- Attend a pre-bid walkthrough at the project site.
- Respond to any contractor questions through addendums.
- Attend the bid opening and assist the Owner with creating a bid tabulation.
- Review all bids to determine the apparent complete low bidder and provide the Owner with a recommendation of award letter.
- Assist the Owner in preparing contracts between the Owner and Contractor.
- Issue a Notice to Proceed.

TASK 3: Construction Administration

CPL will provide Construction Administration for the duration of this project. Project duration is expected to last 2 months, during which CPL will be attending once-a-month (2 hour) on-site progress meetings (2 total).

- Attend an on-site pre-construction conference with the City and Contractor.
- Meetings (2 hour) on site with owner once-a-month for a duration of 2 months (2 total).
- Review all submittals and shop drawings for conformance with the contract documents; review, verify and approve contractor submittals; maintain records of accepted and rejected submittals.
- Respond to contractor requests-for-information (RFIs).
- Review any potential change order requests and make a recommendation to the City.
- Review, verify and approve requests for payment from the contractors, check progress against milestones.
- Prepare a punch list and verify when items are complete.
- Review and approve closeout documents at project completion.

Compensation

Our fee proposal breakdown on a task basis to complete the work described above is as follows:

Task 1: Design	\$ 15,000.00 Lump Sum
Task 2: Bid	\$ 5,000.00 Lump Sum
<u>Task 3: Construction Administration</u>	<u>\$ 5,000.00 Lump Sum</u>
LUMP SUM TOTAL	\$ 25,000.00 Lump Sum



Not included in this proposal:

- *Reimbursable expenses.
- Construction Management
- Any drawings and/or details requested beyond the scope of work listed on this proposal.

*Schedule of Reimbursable Expenses: Article 11.8 Compensation For Reimbursable Expenses of AIA Document B101 is very specific on what is considered a reimbursable expense. These include, but may not be limited to, reproductions, transportation, etc.

We will submit invoices monthly, as the work progresses.

This proposal is based on a lump sum fee. Please provide an authorized signature in the designated space below and return one copy or provide an executed purchase order.

Please contact us if you have any questions or require any additional information. We look forward to this opportunity to be of service to the City of Middletown.

Very truly yours,

CPL

Timothy J. Moot, PG
Vice President

Jonathan DiRocco, AIA
Senior Architectural Project Manager



Proposal Accepted By:

Signature: _____ Date: _____
City of Middletown



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

THE FOLLOWING WAS PRESENTED

By: Alderman Jean-Francois
 Seconded by: Alderman Green
 Date of Adoption: November 3, 2025
 Index No: 294-25

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 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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing a Budget Transfer 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 \$50,000 within the 2025 budget lines in the following manner, to cover signs, traffic paint, asphalt and supplies.

FROM	TO	AMOUNT
A.8160.100 PAYROLL	A.1620.477 TRAFFIC PAINT & SIGNS	\$15,000
A.8160.100 PAYROLL	A.5110.450 MATERIAL & SUPPLIES	\$35,000

Prepared by:

Attachments:

1.	Transfer of Funds 10-24-25-asphalt, signs, materials
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: October 24, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

We respectfully request a transfer within our 2025 budget lines to cover Signs, traffic paint, Asphalt and supplies for the remainder of the year.

	FROM	AMOUNT	TO
1.	A.8160.100 Payroll	\$15,000.00	A.1620.477 Traffic paint & Signs
2.	A.8160.100 Payroll	\$35,000.00	A.5110.450 Material & Supplies

Thank you.

MC



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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Alderman Johnson
 Date of Adoption: November 3, 2025
 Index No: 295-25

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 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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

11/6/25

Resolution Authorizing a Budget Transfer within the 2025 Water Budget

WHEREAS, it was recently identified that the Filter Plant Operators' 2024 vacation payouts were inadvertently charged to the 2025 budget instead of the 2024 budget, resulting in a potential shortage in the 2025 personal services appropriation; and

WHEREAS, following discussions with the Finance Department, it was recommended that a transfer be made in the amount of Forty-Four Thousand Three Hundred Ninety-Three Dollars and Sixty-Two Cents (\$44,393.62), as the 2024 budget has already been closed; and

WHEREAS, these funds are required to replenish the Personal Services line to ensure continued salary payments through the remainder of the year;

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurers to transfer \$44,393.62, in

the following manner, to cover these costs.

FROM	AMOUNT TO
F.9000.861 – State Health Insurance Retiree	\$44,393.62 F.8330.100 – Personal Services

Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- TRANSFER FUNDS TO F.8330.100
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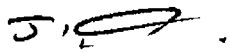
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: October 28, 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 to Personal Services F.8330.100

We are respectfully requesting a transfer of funds, as outlined below, to address a recently identified potential shortage resulting from the Filter Plant Operators' 2024 vacation payouts being charged to the 2025 budget instead of the 2024 budget.

Following discussions with the Finance Department, it was recommended that we request a transfer in the amount of **\$44,393.62**, as the 2024 budget has already been closed. These funds are needed to replenish our personal services line to ensure continued salary payments through the remainder of the year.

FROM	AMOUNT	TO
Water Fund	\$44,393.62	F.8330.100 Pers. Svcs -Distribution

Thank you.

JT/kg

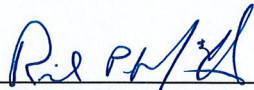


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

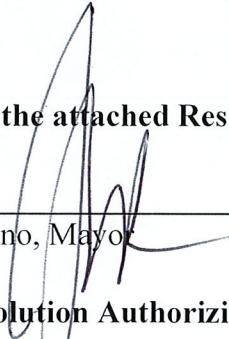
By: Alderman Johnson
 Seconded by: Alderman Jean-Francois
 Date of Adoption: November 3, 2025
 Index No: 296-25

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 11/6/25

Resolution Authorizing a Renewal Agreement with ChargePoint

Enclosed, please find the ChargePoint annual renewal agreement with commercial cloud plan and assure maintenance for review and approval.

The City installed two (2) EV charging stations with two (2) ports each for a total of four (4) ports. The original installation cost included one-year software support and one-year warranty for labor and equipment.

The cost to renew this agreement which expired on October 4, 2025 and the warranty which expired back in October of 2022 has increased to \$370 per year multiplied by four (4) ports for the software portion for a total of \$1,480 plus \$1,080 per station for the warranty for labor and equipment. The total annual charge will be \$3,640.00 (\$1,480 + \$1,080 + \$1,080=\$3,640). We have previously paid only \$1,480 for the renewal of the annual service agreement not including the software portion.

The company, ChargePoint, handles all services including charging the customers and making direct deposits into the City's designated account for all collected fees. ChargePoint carries all

risk for billing customers and any potential default and charges 10% of the total fee collected from the customers.

Just an FYI:

The City's expenses over the last three (3) years, where the EV chargers are concerned, total approximately \$17,124.

- Average cost, for the last three (3) years, for Orange and Rockland= \$11,334
- Total cost for ChargePoint fees and licenses for the last three (3) years= \$5,790
- Net Revenue to City assuming same average usage as per the last three years= \$9,359
- Net to City= -\$7,765 per three (3) years (-\$2,588/yr)

Project cost to City due to new cost of annual warranty: $-\$2,588 - \$2,160 = -\$4,748$

Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- CHARGEPOINT RENEWAL
----	-------------------------------

Department of Public Works

Memorandum

To: Honorable Mayor Joseph DeStefano, Council President Rodrigues, Members of the Board of Estimate and Apportionment and Treasurer Leonora Liz

Cc: City Clerk Richard McCormack

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



Date: 10/28/2025

RE: Request for Renewal of ChargePoint Service Agreement

Enclosed, please find the ChargePoint annual renewal agreement with commercial cloud plan and assure maintenance for review and approval.

The City installed two (2) EV charging stations with two (2) ports each for a total of four (4) ports. The original installation cost included one-year software support and one-year warranty for labor and equipment.

The cost to renew this agreement which expired on October 4, 2025 and the warranty which expired back in October of 2022 has increased to \$370 per year multiplied by four (4) ports for the software portion for a total of \$1,480 plus \$1,080 per station for the warranty for labor and equipment. The total annual charge will be \$3,640.00 ($\$1,480 + \$1,080 + \$1,080 = \$3,640$). We have previously paid only \$1,480 for the renewal of the annual service agreement not including the software portion.

The company, ChargePoint, handles all services including charging the customers and making direct deposits into the City's designated account for all collected fees. ChargePoint carries all risk for billing customers and any potential default and charges 10% of the total fee collected from the customers.

Just an FYI:

The City's expenses over the last three (3) years, where the EV chargers are concerned, total approximately \$17,124.

- Average cost, for the last three (3) years, for Orange and Rockland= \$11,334
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- Net Revenue to City assuming same average usage as per the last three years= \$9,359
- Net to City= -\$7,765 per three (3) years (-\$2,588/yr)

Project cost to City due to new cost of annual warranty: $-\$2,588 - \$2,160 = -\$4,748$

JT/kg



Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Michelle Faderes
E-Mail: michelle.faderes@ext.chargepoint.com
Telephone:

Quote Number: Q-511271-1
Date: 9/23/2025
Expires On: 10/12/2025

ChargePoint Org Name: City of Middletown, NY

ChargePoint Org: NA022620

Primary Contact: Jacob Tawil

ChargePoint Cloud Plans				
Product Name	Product Description	Quantity	End Date	Total Price (USD)
CPCLD-COMMERCIAL-REN	Prepaid cotermious renewal Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	4.0	10/04/2026	1,480.00

ChargePoint Assure Maintenance and Management				
Product Name	Product Description	Quantity	End Date	Total Price (USD)
CT4000-ASSURE-REN	Prepaid cotermious renewal of ChargePoint Assure for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2.0	10/04/2026	2,160.00

Total : USD 3,640.00



Quote Acceptance

- + All invoices are: Net 30 days or prepaid.
- + The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
- + All pricing confidential between Customer and ChargePoint.
- + Prices do not include tax where applicable. This quote is subject to sales tax based on the state or province in which the goods or services will be delivered. Sales tax will be included at time of invoice and is non-negotiable.
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- + Customer to be invoiced at time of shipment
- + Additional purchase terms and conditions can be found at <http://www.chargepoint.com/termsandconditions>
- + Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Signature:

Accounts Payable Contact Name:

Name (Print):

Accounts Payable Contact E-Mail:

Title:

Bill To Details:

Date:

Bill to Company Name:

Street:

City:

State:

Postal Code:

Country:



Renewal Details

Cloud Plan Renewals

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
MIDDLETOWN NY / JAMES STREET #1	224441104010	12-14 King St Middletown New York 10940	CPCLD-COMMERCIAL-REN	REN1724872542151	10/04/2025	10/04/2026	370.00
MIDDLETOWN NY / JAMES STREET #1	224441104010	12-14 King St Middletown New York 10940	CPCLD-COMMERCIAL-REN	REN1724872542152	10/04/2025	10/04/2026	370.00
MIDDLETOWN NY / JAMES STREET #2	224341102320	12-14 King St Middletown New York 10940	CPCLD-COMMERCIAL-REN	REN1724872542153	10/04/2025	10/04/2026	370.00
MIDDLETOWN NY / JAMES STREET #2	224341102320	12-14 King St Middletown New York 10940	CPCLD-COMMERCIAL-REN	REN1724872542154	10/04/2025	10/04/2026	370.00

Assure Maintenance Renewals

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
MIDDLETOWN NY / JAMES STREET #1	224441104010	12-14 King St Middletown New York 10940	CT4000-ASSURE-REN	XSJ1602514846003	10/04/2022	10/04/2026	1,080.00
MIDDLETOWN NY / JAMES STREET #2	224341102320	12-14 King St Middletown New York 10940	CT4000-ASSURE-REN	XSJ1602514846004	10/04/2022	10/04/2026	1,080.00



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman Kleiner
 Date of Adoption: November 3, 2025
 Index No: 297-25

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 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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Accepting a Donation from the Run 4 Downtown Towards Thrall Park Improvements

WHEREAS, the City of Middletown has received a contribution from the **Run 4 Downtown organization** in the amount of **Thirty Thousand Dollars (\$30,000.00)** to support capital improvements at **Thrall Park**; and

WHEREAS, it is necessary to authorize the Treasurer to deposit these funds and to make the corresponding budget adjustment to ensure proper accounting of this contribution;

BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment** and hereby authorizes the **Treasurer** to deposit **\$30,000.00** into **Line Item H.2705 – Gifts and Donations**, and to process the following budget adjustment:

Account	Description	Action
H.7110.215 A_2025_Thrall Park Improvements	Thrall Park Improvements	Increase
H.2705	Gifts and Donations	Increase

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

Attachments:

1.	RUN 4 DOWNTOWN Contribution
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CITY OF MIDDLETOWN
Office of Economic & Community Development

October 29, 2025

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

RE: RUN 4 DOWNTOWN CONTRIBUTION/THRALL PARK IMPROVEMENTS

Dear Members:

I am requesting to authorize the Treasurer to deposit funds in the amount of \$30,000.00 to line item # H.2705 Gift and Donations and process the following budget adjustment:

Increase H.7110.215 A_2025_Thrall Park Improvements

Increase H.2705 Gifts and Donations

This contribution is being made by The RUN 4 DOWNTOWN organization to the City. These funds will be utilized for Thrall Park Improvements.

Thank you for your attention to this matter.

Maria Brunj, Director
Economic & Community Development



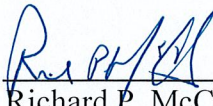
**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Green
 Seconded by: Alderman Johnson
 Date of Adoption: November 3, 2025
 Index No: 298-25

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 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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date



Resolution Authorizing an Amendment to City Code Section 475-21.1, DMU Downtown Mixed-Use District as it pertains to Parking and Children's Play Lots

WHEREAS, the City of Middletown Common Council has been presented with a proposal by the Mayor to modify the parking requirements and children’s play lots requirements for multiple dwellings and attached dwellings in the DMU Downtown Mixed-Use zoning district, and

WHEREAS, the Mayor’s proposal is based upon the actions of other cities in New York and across the country to reduce off-street parking and play-area requirements in their downtown areas to encourage redevelopment, and

WHEREAS, a public hearing was held on this proposed rezoning action on November 3, 2025, and

WHEREAS, the Common Council has issued a Negative Declaration for this proposed

action pursuant to the State Environmental Quality Review Act (“SEQRA”) regulations.

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

Section 1 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, and in particular Section 475-21.1, DMU Downtown Mixed-Use District, be and is hereby amended by adding Paragraphs (7) and (8) to Subsection C, Design and other standards applicable throughout the DMU district, to read as follows:

(7) Notwithstanding anything to the contrary contained in Subsection F(16) of this Section or in any bulk table referenced therein, for any newly constructed or renovated building which includes a multiple dwelling or attached dwelling usage, and which is within five hundred (500) feet of a public park, no children’s play lot or playground shall be required.

(8) Notwithstanding anything to the contrary contained in Subsection F(16) of this Section or in any bulk table referenced therein, for any newly constructed or renovated building which includes a multiple dwelling or attached dwelling usage, the “Off-street parking spaces per DU” line in the bulk table referenced therein shall be modified as follows:

The off-street parking spaces for 1-bedroom multiple and attached dwellings shall be reduced from the current 1.75 spaces to 1.5 spaces.

The off-street parking spaces for 2-bedroom multiple and attached dwellings shall be reduced from the current 2 paces to 1.5 spaces.

The off-street parking spaces for 3-or-more-bedroom multiple and attached dwellings shall be reduced from the current 2.5 spaces to 2.0 spaces.

Section 2 - This ordinance shall take effect immediately.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	DMU Changes
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**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Monday, November 3, 2025, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear all persons wishing to be heard on the proposed zoning amendment to Chapter 475, Zoning, and in particular Section 475-21.1, DMU Downtown Mixed-Use District.

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

The complete proposed zoning amendment is available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

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

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 10/29/25 & 10/30/25
City Website



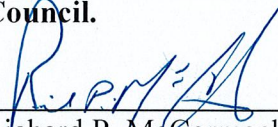
**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin
Seconded by: Alderman Jean-Francois
Date of Adoption: November 3, 2025
Index No: 299-25

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 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

I hereby approve the attached Resolution/Local Law.



Joseph M. DeStefano, Mayor

Date 

Resolution Authorizing Intermunicipal Agreements With The Town Of Goshen For The Provision Of Water And Wastewater Services

WHEREAS, in 2017, the City of Middletown entered into an agreement to provide out-of-City potable water and wastewater treatment services for Amy’s Kitchen, a regional economic development project located in the Town of Goshen, pursuant to Common Council Resolution No. 321-17 dated November 6, 2017; and

WHEREAS, Amy’s Kitchen designed and constructed water and wastewater systems extending from the City of Middletown to its project site in the Town of Goshen, at a reported cost exceeding \$5 million, with approvals from the Orange County Department of Health, the New York State Department of Environmental Conservation, and the City Engineer’s Office; and

WHEREAS, due to the impacts of the COVID-19 pandemic and subsequent market conditions, Amy’s Kitchen downscaled its planned operations, and the Town of Goshen has since expressed

the need for water and sewer services to support ongoing and future economic development within its jurisdiction; and

WHEREAS, the City of Middletown has engaged in extensive negotiations with the Town of Goshen and the Office of the Orange County Executive to develop Inter-municipal Agreements (IMAs) allowing the City to provide up to 300,000 gallons per day of potable water and to accept and treat an equivalent volume of wastewater from a soon-to-be-established Town of Goshen Water and Sewer District; and

WHEREAS, the Town of Goshen has agreed with Amy’s Kitchen to assume ownership and responsibility for the existing water and sewer infrastructure previously constructed and commissioned by Amy’s Kitchen; and

WHEREAS, under the proposed IMAs, the Town of Goshen Water and Sewer District shall be billed at the same rates as City users, thereby ensuring equity and consistency in the City’s rate structure; and

WHEREAS, these IMAs represent a significant milestone in the City’s continued advancement as a regional water supplier and strengthen the City’s position in concert with the Indigot Water Source Development Project.

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment of the City of Middletown and hereby authorizes the Mayor to execute the Intermunicipal Agreements between the City of Middletown and the Town of Goshen for the provision of 300,000 gallons per day of potable water and the treatment of 300,000 gallons per day of returned wastewater.

Prepared by:

Attachments:

1.	10.31.25 FINAL IMA for Sewer Service Goshen Middletown
2.	10.31.25 FINAL IMA for Water Service Goshen Middletown

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND
TOWN OF GOSHEN REGARDING SEWER SERVICE**

This Intermunicipal Cooperation Agreement dated November ____, 2025 (the "Agreement") between the CITY OF MIDDLETOWN, a Municipal Corporation, established under the laws of the State of New York, located in the County of Orange State of New York, with the principal place of business at 16 James Street, Middletown, New York 10940, hereinafter referred to as the "City", and the TOWN OF GOSHEN, a Municipal Corporation, established under the laws of the State of New York, located in the County of Orange with a principal place of business at 41 Webster Avenue, Goshen, New York 10924, hereinafter referred to as the "Town" collectively "the Parties:" and,

WHEREAS, this Agreement is being entered into by the Town and the City pursuant to Article 5-G of the General Municipal Law and this Agreement constitutes an Intermunicipal cooperation agreement whereby the Town shall form a Sewer District to provide sewer service to properties within the Town that are currently served by a private sewage works facility that is owned and operated by Echo Lake Sewage-Works Corporation, a transportation corporation incorporated under Article 10 of the New York Transportation Corporation Law (the "Transportation Corporation"); and

WHEREAS, a map depicting the Transportation Corporation's approved service area is attached hereto as Exhibit A, and made part hereof; and

WHEREAS, the Town resolution of municipal consent to form the Transportation Corporation provided that "the Town shall have the option to purchase or condemn the stock or assets of the corporation and/or its successors and assigns"; and

WHEREAS, the Transportation Corporation previously entered into an agreement entitled "Water and Sewer Service Agreement" wherein the City agreed to provide up to 300,000 gallons per day of sewage treatment capacity for five- and one-half days per week of the calendar year ("Allocated Capacity") to properties with the Transportation Corporation's approved service area; and

WHEREAS, the Transportation Corporation has installed substantially all the sewer infrastructure that would allow the City to provide sewer services; however, these facilities are not in continuous use; and

WHEREAS, the Town has requested, and Transportation Corporation has agreed, that the Transportation Corporation will sell substantially all of its sewage works facility assets to the Town on behalf of a new Sewer District that will be established under Article 12 of the New York Town Law. The boundaries of the newly formed Sewer District will be coterminous with the service area that is depicted in the map of the Transportation Corporation service area attached hereto as Exhibit A, and made part hereof; and

WHEREAS, the Town wishes to discharge up to the Allocated Capacity, or the equivalent of 382,000 gallons of wastewater per day based on five and one-half days per week for each week of the calendar spread evenly across each day of the year resulting in an Allocated Capacity of

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND
TOWN OF GOSHEN REGARDING SEWER SERVICE**

300,000 gpd, to the wastewater collection system of the City for subsequent treatment at the City Wastewater Treatment Plant (hereinafter the "WWTP"), which is acceptable to the City subject to the covenants, provisions and agreement hereinafter set forth; and

WHEREAS, the City has excess capacity within its wastewater conveyance and treatment system and provided proper conveyance infrastructure and appurtenances exist within the Town, a portion of the excess capacity can be assigned to the Town; and

WHEREAS, the purpose of this Agreement is for the Town Sewer District to convey wastewater to the City and the City to treat said wastewater; and

WHEREAS, the Parties have determined that the provision of sewer collection and treatment services is in the best interest of promoting the continued economic development and public health.

NOW THEREFORE IT IS AGREED, that in consideration for the promises and mutual covenants and agreements herein set forth, and for the sum of One Dollar and 00/100 (\$1.00) lawful money of the United States, to each hand paid by the other, receipt of which is acknowledged, and other good and valuable consideration, the Parties mutually agree as follows:

ARTICLE I

CONSTRUCTION AND FINANCING OF SEWER SYSTEM IMPROVEMENTS

1. The Town, and/or any private developer or property owner that seeks to connect or extend service outside the Sewer District service area, agrees to pay the cost of all sewer improvements located within the Town and those sewer improvements located within the City that are expressly necessary to service the Town.

2. The City agrees to pay for the costs of all sewer improvements located within the City, except those sewer improvements located within the City that are expressly necessary to service the Town.

3. The costs of infrastructure improvements may be financed privately, or publicly by bonds or notes ("Obligations") issued by the Town and City, respectively. The Obligations shall be sole obligations of the respective municipality. The Parties agree that any debt incurred by the Town to acquire the assets of the Transportation Corporation, including its sewage works facility, shall be the sole obligation of the Town; and

ARTICLE II

SEWER DISTRICT

4. The Town will comply with Article 12 of the Town Law in the formation of a Sewer District within the Town that is coterminous with the Transportation Corporation's approved service area

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND
TOWN OF GOSHEN REGARDING SEWER SERVICE**

as depicted in Exhibit A. Copies of map(s), plan(s) and report(s) will be provided to the City after they are formally adopted by the Town Board.

5. Prior to the commencement of sewer service to the Sewer District, the Town shall adopt a Sewer Use Law governing the use of the public sewer system to ensure the integrity of the wastewater collection in the Town. The Sewer Use Law must be in general in conformance with applicable standards including guidance published by the New York State Department of Environmental Conservation, and include strict controls on illicit discharges to the WWTP and pre-treatment requirements that are in align with applicable City requirements.

6. Ownership of Improvements - The City will own any and all the infrastructure improvements located within the City boundary. All the infrastructure improvements located within the Town will be owned by the Town except for any privately funded, owned and operated infrastructure which shall remain privately owned, funded and operated unless dedicated to and accepted by the respective municipality.

7. Operation and Maintenance - The City shall be responsible for operation and maintenance of any and all infrastructure located within the City. The Town shall be responsible for operation and maintenance of existing and improvement infrastructure owned by the Town located outside the City. The Town shall not be responsible for the operation and maintenance of sewer infrastructure within the Town that is the responsibility of other private parties. The Town may elect to contract with the City or another qualified entity to provide operation and maintenance of the Town's infrastructure, the arrangements for which will be coordinated with the City.

ARTICLE III

BILLING OF SEWER CHARGES

8. Sewer Service Rate - It is agreed that District Sewer users shall be charged the same rates as City users. The City may adjust City Rates and Town District Rates concurrently to respond to changes in the cost of operations and maintenance of the City sewer system as circumstances dictate. The City agrees to communicate rate changes to the Town at least thirty (30) days in advance of the effective date to allow the Town time to notify users and amend rates.

9. Separate from the Sewer Service Rates established herein, the Town shall establish and levy benefit assessments to support operation and maintenance of the infrastructure within the District(s) and debt service resulting from capital improvement projects conducted by the Town.

10. The City shall impose a charge for each water and sewer connection per Chapter 193 Article XIII, of the City of Middletown Code.

11. The Town shall remit payment to the City in a timely manner, not to exceed thirty (30) days from the date of billing.

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND
TOWN OF GOSHEN REGARDING SEWER SERVICE**

12. Effective Date - The Town Sewer Service Rate shall become effective for all users within the Town Sewer District when users connect to the sewer system with the exception of connections within the Town Sewer District that exist as of the date of execution of this Agreement in which case the Sewer Service Rate shall become effective when the Town Sewer District is formed and adopts a Sewer Use Law.

13. The Town shall assist the City in the collection of delinquent sewer usage fees by assessing such unpaid fees on the real property taxes on the property served by such sewer system.

ARTICLE IV OPERATIONAL CONTROL

14. The City, its Commissioner of Public Works or his/her designee shall, with proper notice to the Town, be permitted to inspect all components of the sewer infrastructure of the Sewer District. In the event of an emergency or in order to ensure the continued service of the systems to the other users, the City shall notify the Town and work in cooperation with the Town so that either or both parties can take all reasonable steps and performing any other related activities for such purposes. The City shall provide verbal and/or written communication to the Town discussing emergency circumstances and actions taken as soon as practicable. The Town agrees to coordinate with the City, its Commissioner of Public Works or his/her designee in the event of an emergency to maintain service and protect the integrity of the water and sewer infrastructure in both communities. The City shall provide documentation of charges for work it conducts in the Town's district and the Town shall remit payment to the City for said charges.

15. The Town agrees to monitor the sewer system for leaks and other operational issues and report any issues to the City within a reasonable period of time.

ARTICLE V PROVISION OF SEWER SERVICES

16. The City shall accept and treat wastewater generated in the Town's Sewer District through the Term of this Agreement which may be renewed with agreement in writing between the Parties. The City shall treat up to the Allocated Capacity of sewage generated and paid for by the Town, which shall include any wastewater generated in the Sewer District and any outsider users that enter into an agreement with the Sewer District.

17. The City warrants that it has the capacity to provide the Allocated Capacity and that it is legally empowered to accept sewage from the Town Sewer District and any outside user provided approval is granted from regulatory agencies.

18. If, after twenty-four (24) months from the commencement of service, the Town's average daily usage is below one hundred fifty thousand (150,000) gallons per day, the City may, upon thirty (30) days' written notice to the Town, reallocate any unused portion of the Allocated Capacity elsewhere. Such reallocation shall not permanently diminish the Town's entitlement to a total Allocated Capacity of 300,000 GPD, and the Town shall retain the right to reclaim such

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND
TOWN OF GOSHEN REGARDING SEWER SERVICE**

Allocated Capacity for future projects or district extensions upon written notice, subject to availability and applicable regulatory approvals.

19. With respect to sewer services for the Sewer District, the Town Sewer District formed in connection with this Agreement shall prioritize the use of City obligated sewer capacity to the maximum extent permitted by this Agreement prior to utilizing other Town sewer treatment. If City sewer treatment is not available for whatever reason, then the Town Sewer District may use other treatment services. Nothing herein shall obligate the Town to pay for unutilized capacity or restrict the City's interim use of unused capacity.

20. The City shall budget for adequate maintenance, and the Town agrees to share an equitable portion of these expenses through the sewer rates.

21. Property owners within the Sewer District shall be notified in writing by the Town at such time as the sewer system is available for connection. Upon notification, property owners shall be granted a period of time to connect to the sewer system as outlined in the Town's Sewer Use Law and the provisions contained in the Town's Sewer Use Law shall be in effect upon notice.

22. The City shall conduct periodic assessments of the Wastewater System including, but not limited to, future capacity planning.

23. In the event that the WWTP or other infrastructure serving both the Town and the City requires capital improvements in addition to normal maintenance of equipment, the City will notify the Town of the need for such improvement. Such costs and benefits shall be equitably distributed between the City and the Town Sewer District.

ARTICLE VI

EXCHANGE DATA

24. All technical data relating to the sewer systems owned by the City and the Town within the possession of the Parties shall be made available to the other Parties on an as needed basis without expense or justification.

ARTICLE VII

ADDITIONAL ASSURANCES

25. The Parties agree to enter into such additional agreements as may become necessary to fully effectuate the provisions of this Agreement and to provide for mutual protection of all the Parties hereto.

ARTICLE VIII

MERGER CLAUSE AND MODIFICATIONS

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND
TOWN OF GOSHEN REGARDING SEWER SERVICE**

26. This Agreement, with its Exhibits, contains the entire agreement between the City and the Town and any agreements hereafter made between the City and the Town shall be ineffective to change this Agreement, unless such agreement is signed by the authorized representative of the City and the Town.

ARTICLE IX

COMPLIANCE WITH LAWS

27. Notwithstanding any other term or provision to the contrary herein, no party, hereto shall commence or engage in any activity hereunder, and no party shall have any obligations hereunder, unless and until the responsible parties have completed all necessary review of the activities contemplated by this Agreement pursuant to Article 8 of the Environmental Conservation Law and the rules and regulations promulgated pursuant thereto. No "action", as the same is referred to in Article 9 of the Environmental Conservation Law and SEQRA regulations, shall be taken hereunder until all the procedures and requirements set forth therein have been completed with respect to the work contemplated hereby.

28. The Parties shall comply with all Federal, State, and local statues, rules regulations, orders and ordinances applicable to the performance of this Agreement.

ARTICLE X

TERM OF AGREEMENT

29. In accordance with Section 118-a of the General Municipal Law, the term of this Agreement shall be forty (40) years. The City and the Town agree to review this Agreement not less frequently than once every five (5) years throughout the term of this Agreement. Modifications, amendments or changes to this Agreement must be acceptable to both parties.

ARTICLE XI

ARBITRATION

30. The parties agree that they can seek mediation for any controversy, claim or cause of action arising out of or relating to this Agreement, or the claim of a breach of this Agreement. If such dispute cannot be resolved, either party may commence an action in the Supreme Court of the County of Orange, New York. All costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) paid or incurred by the prevailing party in such court action shall be paid by the other party.

ARTICLE XII SEVERABILITY

31. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or enforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

ARTICLE XIII

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND
TOWN OF GOSHEN REGARDING SEWER SERVICE**

NOTICES

32. All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Agreement will be in writing, addressed to the Parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid, return receipt requested. If mailed, the notice will be deemed to have been given 24 hours after the date of mailing.

The addresses of the Parties to which such notices are to be sent will be and until further notice are, as follows:

CITY OF MIDDLETOWN

Mayor
City of Middletown
City Hall, 16 James Street
Middletown, New York 10940

Commissioner of Public Works
City of Middletown
City Hall, 16 James Street
Middletown, New York 10940

TOWN OF GOSHEN

Supervisor
Town of Goshen
Town Hall, 41 Webster Avenue
Goshen, New York 10924

Town Attorney
c/o Town of Goshen
Town Hall, 41 Webster Avenue
Goshen, New York 10924

ARTICLE XIV

MISCELLANEOUS

33. This Agreement shall not be modified, except in writing signed by all the parties, which consent to modification shall not be unreasonably withheld or delayed.

34. Each party represents and warrants that its signatory possesses authority to execute this Agreement on behalf of the respective party and to bind that party to the terms of this Agreement, subject to any ratification of this Agreement required under applicable law.

Town of Goshen

By: _____
Joseph Betro, Town Supervisor

City of Middletown

By:  _____
Joseph M. DeStefano, Mayor

INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND TOWN
OF GOSHEN REGARDING WATER SERVICE

This Intermunicipal Cooperation Agreement dated November _____, 2025 (the "Agreement") between the CITY OF MIDDLETOWN, a Municipal Corporation, established under the laws of the State of New York, located in the County of Orange State of New York, with the principal place of business at 16 James Street, Middletown, New York 10940, hereinafter referred to as the "City", and the TOWN OF GOSHEN, a Municipal Corporation, established under the laws of the State of New York, located in the County of Orange with a principal place of business at 41 Webster Avenue, Goshen, New York 10924, hereinafter referred to as the "Town" collectively "the Parties:" and,

WHEREAS, this Agreement is being entered into by the Town and the City pursuant to Article 5-G of the General Municipal Law and this Agreement constitutes an Intermunicipal cooperation agreement whereby the Town shall form a Water District to provide water service to properties within the Town that are currently served by a private water works facility that is owned and operated by Echo Lake Water Works Corporation, a transportation corporation incorporated under Article 4 of the New York Transportation Corporation Law (the "Transportation Corporation"); and

WHEREAS, a map depicting the Transportation Corporation's approved service area is attached hereto as Exhibit A, and made part hereof; and

WHEREAS, the Transportation Corporation previously entered into an agreement entitled "Water and Sewer Service Agreement" wherein the City agreed to provide up to 382,000 gallons per day of potable water for five- and one-half days per week of the calendar year ("Allocated Capacity") to properties with the Transportation Corporation's approved service area; and

WHEREAS, the Transportation Corporation has installed substantially all the water infrastructure that would allow the City to provide water service in the proposed service area; however, these facilities are not in continuous use; and

WHEREAS, the Town has requested, and Transportation Corporation has agreed, that the Transportation Corporation will sell substantially all of its water system assets, including transmission line from the City of Middletown to the Town on behalf of a new Water District that will be established under Article 12 of the New York Town Law. The boundaries of the newly formed Water District will be coterminous with the service area that is depicted in the map of the Transportation Corporation service area attached hereto as Exhibit A, and made part hereof; and

WHEREAS, the Town wishes to purchase potable water up to the Allocated Capacity, or the equivalent of 382,000 gallons of water per day based on five and one-half days per week for each week of the calendar spread evenly across each day of the year resulting in an Allocated Capacity of 300,000 gpd, from the City, which is acceptable to the City subject to the covenants, provisions and agreement hereinafter set forth; and

WHEREAS, the Town intends to enter into an Intermunicipal Agreement with the State of New York Office of Mental Health for the provision of water service provided by the City to the

State's Campus located in the Town of Goshen, with a Demand of 40,000 gpd which is in addition to the 300,000 gpd of Allocated Capacity for the Water District; and

WHEREAS, the City has excess capacity within its water system and provided proper conveyance infrastructure and appurtenances exist within the Town, a portion of the excess capacity can be assigned to the Town; and

WHEREAS, the purpose of this Agreement is for the City to sell potable water to the Town Water District and indirectly to the State Office of Mental Health, and

WHEREAS, the Town on behalf of the Water District wishes to purchase up to the Allocated Capacity plus the demands of the State Office of Mental Health from the City subject to the covenants, provisions and agreements set forth herein, and

WHEREAS, the Parties have determined that the provision of water services is in the best interest of promoting the continued economic development and public health.

NOW THEREFORE IT IS AGREED, that in consideration for the promises and mutual covenants and agreements herein set forth, and for the sum of One Dollar and 00/100 (\$1.00) lawful money of the United States, to each hand paid by the other, receipt of which is acknowledged, and other good and valuable consideration, the Parties mutually agree as follows:

ARTICLE I

CONSTRUCTION AND FINANCING OF WATER SYSTEM IMPROVEMENTS

1. The Town, and/or any private developer or property owner that seeks to connect or extend service outside the Water District service area, agrees to pay the cost of all water improvements located within the Town and those water improvements located within the City that are expressly necessary to service the Town.

2. The City agrees to pay for the costs of all water improvements relating to source water supply, treatment, storage and transmission as well as all distribution infrastructure located within the City, except those water improvements that are expressly necessary to service the users in the Town District.

3. The costs of infrastructure improvements may be financed privately, or publicly by bonds or notes ("Obligations") issued by the Town and City, respectively. The Obligations shall be sole obligations of the respective municipality. The Parties agree that any debt incurred by the Town to acquire the assets of the Transportation Corporation, including its water system and transmission line, shall be the sole obligation of the Town; and

ARTICLE II WATER DISTRICT

4. The Town will comply with Article 12 of the Town Law in the formation of a Water District within the Town that is coterminous with the Transportation Corporation's approved service area as depicted in Exhibit A. Copies of map(s), plan(s) and report(s) will be provided to the City after

they are formally adopted by the Town Board. The Town shall also provide a copy of the Intermunicipal Agreement between the Town and the State of New York to the City.

5. The Town's Water Supply Permit shall list the City as the "source" of water for the Water District and with each application for water supply permit, the City shall provide written documentation that it has the capacity to provide the necessary potable water to the Town up to the Allocated Capacity plus the Demand of the State of New York Office of Mental Health Campus.

6. The Town shall adopt and enforce Water Rules and Regulations in conformance with applicable standards; such rules shall incorporate City of Middletown Water Rules and Regulations as applicable to ensure safe and adequate service in the Town.

7. Ownership of Improvements - The City will own any and all the infrastructure improvements located within the City boundary, except for any portion of the water transmission line located within the City that is owned by the Transportation Corporation. All the infrastructure improvements located within the Town will be owned by the Town except for any privately funded, owned and operated infrastructure which shall remain privately owned, funded and operated unless dedicated to and accepted by the respective municipality.

8. Operation and Maintenance - The City shall be responsible for operation and maintenance of any and all infrastructure located within the City, except for any portion of the water transmission line located within the City that is owned by the Transportation Corporation. The Town shall be responsible for operation and maintenance of existing and improvement infrastructure owned by the Town located outside the City. The Town shall not be responsible for the operation and maintenance of water infrastructure within the Town that is the responsibility of other private parties. The Town may elect to contract with the City or another qualified entity to provide operation and maintenance of the Town's infrastructure, the arrangements for which will be coordinated with the City.

ARTICLE III

BILLING OF WATER CHARGES

9. Water Service Rate - It is agreed that users within the Town shall be charged the same rates as City users. The City may adjust City Rates and Town rates concurrently to respond to changes in the cost of operations and maintenance of the City water system as circumstances dictate. The City agrees to communicate rate changes to the Town at least thirty (30) days in advance of the effective date to allow the Town time to notify users and amend rates.

10. Separate from the Water Service Rates established herein, the Town shall establish and levy benefit assessments to support operation and maintenance of the infrastructure within the Town and debt service resulting from capital improvement projects conducted by the Town.

11. The City shall impose a charge for each water connection per Chapter 193 Article XIII, of the City of Middletown Code.

12. The Town shall remit payment to the City in a timely manner, not to exceed thirty (30) days from the date of billing.

13. Effective Date - The Town Water Service Rate shall become effective for all users within the Town when users connect to the water system with the exception of connections within the Town Water District service area that exist as of the date of execution of this Agreement in which case the Water Service Rate shall become effective when the Town Water District is formed, and water use commences.

14. The Town shall assist the City in the collection of delinquent water service charges by assessing such unpaid fees on the real property taxes on the property served by such water system.

ARTICLE IV OPERATIONAL CONTROL

15. The City, its Commissioner of Public Works or his/her designee shall, with proper notice to the Town, be permitted to inspect all components of the water system infrastructure in the Town. In the event of an emergency or in order to ensure the continued service of the systems to the other users, the City shall notify the Town and work in cooperation with the Town so that either or both parties can take all reasonable steps and performing any other related activities for such purposes. The City shall provide verbal and/or written communication to the Town discussing emergency circumstances and actions taken as soon as practicable. The Town agrees to coordinate with the City, its Commissioner of Public Works or his/her designee in the event of an emergency to maintain service and protect the integrity of the water infrastructure in both communities. The City shall provide documentation of charges for work it conducts in the Town's district and the Town shall remit payment to the City for said charges.

16. The Town agrees to monitor the water system for leaks and other operational issues and report any issues to the City within a reasonable period of time.

ARTICLE V

PROVISION OF WATER SERVICES

17. The City shall furnish water of potable quality to the users in the Town through distribution within the Water District through the Term of this Agreement which may be renewed with agreement in writing between the Parties. The City shall furnish potable water up to the Allocated Capacity, which shall include any potable water service to users in the Water District and to any outsider users that enter into an agreement with the Water District.

18. The City warrants that it has the capacity to furnish the Allocated Capacity and that it is legally empowered to provide water to the Water District and any outside user provided approval is granted from regulatory agencies.

19. If, after twenty-four (24) months from the commencement of service, the Town's average daily usage is below one hundred fifty thousand (150,000) gallons per day, the City may, upon thirty (30) days' written notice to the Town, reallocate any unused portion of the Allocated Capacity elsewhere. Such reallocation shall not permanently diminish the Town's entitlement to a total Allocated Capacity of 300,000 GPD, and the Town shall retain the right to reclaim such Allocated Capacity for future projects or district extensions upon written notice, subject to availability and applicable regulatory approvals.

20. With respect to water supplies for the Water District, the Town Water District shall prioritize the use of City obligated water supply to the maximum extent permitted by this Agreement prior to utilizing other Town water sources. If City water is not available for whatever reason, then the Town District may use other water sources. Prior to the introduction of water from different sources, an engineering evaluation shall be conducted and shared between the Parties and appropriate regulatory agencies to ensure the safety and adequacy of the blended water. Nothing herein shall obligate the Town to pay for unutilized capacity or restrict the City's interim use of unused capacity or affect the availability of the total Demand to be provided to the State of New York Office of Mental Health Mid-Hudson Forensic Psychiatric Center.

21. Property owners within the Water District shall be notified in writing by the Town at such time as the water system is available for connection. Upon notification, property owners shall be granted a period of time to connect to the water system if they are not already connected.

22. Notwithstanding anything to the contrary in this Agreement, the City reserves the right to reduce the volume of water available to the users in the Town District because of conditions of droughts, acts of God, emergency, or regulations promulgated by the State of New York. Such reduction of service shall be consistent with other users similarly situated. The City shall notice the Town and users in the Town District in advance of any anticipated reduction in the total amount of water available to the Town.

23. The City shall conduct periodic assessments of the water system including, but not limited to, future capacity planning.

24. In the event water system infrastructure serving both the Town and the City requires capital improvements in addition to normal maintenance of equipment, the City will notify the Town of the need for such improvement. Such costs and benefits shall be equitably distributed between the City and the Town Water District.

ARTICLE VI

EXCHANGE DATA

25. All technical data relating to the water system owned by the City and the Town within the possession of the Parties shall be made available to the other Parties on an as needed basis without expense or justification.

ARTICLE VII

ADDITIONAL ASSURANCES

26. The Parties agree to enter into such additional agreements as may become necessary to fully effectuate the provisions of this Agreement and to provide for mutual protection of all the Parties hereto.

ARTICLE VIII

MERGER CLAUSE AND MODIFICATIONS

27. This Agreement, with its Exhibits, contains the entire agreement between the City and the Town and any agreements hereafter made between the City and the Town shall be ineffective to change this Agreement, unless such agreement is signed by the authorized representative of the City and the Town.

ARTICLE IX

COMPLIANCE WITH LAWS

28. Notwithstanding any other term or provision to the contrary herein, no party, hereto shall commence or engage in any activity hereunder, and no party shall have any obligations hereunder, unless and until the responsible parties have completed all necessary review of the activities contemplated by this Agreement pursuant to Article 8 of the Environmental Conservation Law and the rules and regulations promulgated pursuant thereto. No "action", as the same is referred to in the Environmental Conservation Law and SEQRA regulations, shall be taken hereunder until all the procedures and requirements set forth therein have been completed with respect to the work contemplated hereby.

29. The Parties shall comply with all Federal, State, and local statutes, rules, regulations, orders and ordinances applicable to the performance of this Agreement.

ARTICLE X

TERM OF AGREEMENT

30. In accordance with Section 118-a of the General Municipal Law, the term of this Agreement shall be forty (40) years. The City and the Town agree to review this Agreement not less frequently than once every five (5) years throughout the term of this Agreement. Modifications, amendments or changes to this Agreement must be acceptable to both parties.

ARTICLE XI
ARBITRATION

31. The parties agree that they can seek mediation for any controversy, claim or cause of action arising out of or relating to this Agreement, or the claim of a breach of this Agreement. If such dispute cannot be resolved, either party may commence an action in the Supreme Court of the County of Orange, New York. All costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) paid or incurred by the prevailing party in such court action shall be paid by the other party.

ARTICLE XII
SEVERABILITY

32. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or enforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

ARTICLE XIII
NOTICES

33. All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Agreement will be in writing, addressed to the Parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid, return receipt requested. If mailed, the notice will be deemed to have been given 24 hours after the date of mailing.

The addresses of the Parties to which such notices are to be sent will be and until further notice are, as follows:

CITY OF MIDDLETOWN

Mayor
City of Middletown
City Hall, 16 James Street
Middletown, New York 10940

Commissioner of Public Works
City of Middletown
City Hall, 16 James Street
Middletown, New York 10940

TOWN OF GOSHEN

Supervisor
Town of Goshen
Town Hall, 41 Webster Avenue
Goshen, New York 10924

Town Attorney
c/o Town of Goshen
Town Hall, 41 Webster Avenue
Goshen, New York 10924

ARTICLE XIV
MISCELLANEOUS

34. This Agreement shall not be modified, except in writing signed by all the parties, which consent to modification shall not be unreasonably withheld or delayed.

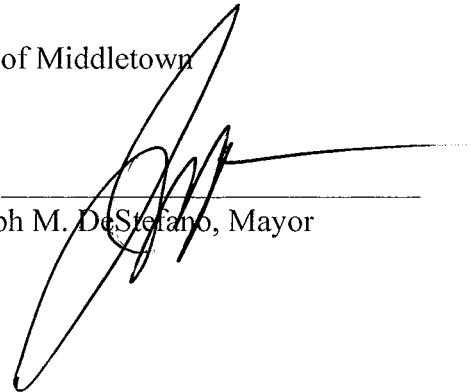
35. Each party represents and warrants that its signatory possesses authority to execute this Agreement on behalf of the respective party and to bind that party to the terms of this Agreement, subject to any ratification of this Agreement required under applicable law.

Town of Goshen

City of Middletown

By: _____
Joseph Betro, Town Supervisor

By: _____
Joseph M. DeStefano, Mayor

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read 'Joseph M. DeStefano'.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Johnson
 Date of Adoption: November 3, 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

11/4/25

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

Proposal

I propose that the City of Middletown adopt the **same sliding-scale senior exemption levels as Orange County**, specifically:

- Adjust the City's senior exemption sliding scale to **50% down to 5%**
- Increase the income eligibility range to:
 - **\$29,000 for a 50% exemption**
 - **Up to \$37,399 for a 5% exemption**

Aligning with the County ensures consistency, fairness, and greater financial relief for eligible senior homeowners within the City.

Rationale

1. **Financial Relief for Seniors**
Many Middletown seniors are living on fixed or limited incomes. Raising the exemption thresholds will provide meaningful tax relief and help seniors remain in their homes.
 2. **Regional Consistency**
Matching Orange County's levels simplifies eligibility for residents and reduces confusion among taxpayers who navigate both county and city exemptions.
 3. **Cost-of-Living Considerations**
The current city thresholds have not kept pace with inflation or regional cost-of-living increases. Updating them reflects present-day economic realities.
 4. **Support for Aging in Place**
Providing additional tax relief supports the City's broader goals of ensuring that older residents can remain active, stable members of our community.
-

Next Steps

- I request that the Common Council review this proposal and schedule it for discussion at the next available committee or council meeting.
 - If supported, the Council may introduce a local law to amend the City Code accordingly, including the required public hearing process.
-

Conclusion

Raising the senior exemption to match Orange County is a fair and necessary step to support Middletown's seniors. I recommend that the Council advance this proposal for consideration and adoption.

Please let me know if you require additional financial impact analysis, draft language for the local law, or comparative data from neighboring municipalities.

Respectfully submitted,
Mayor Joseph DeStefano



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 300-25

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 Authorizing a Transfer within 2025 Budget to Cover Overage in Special Programs Personal Services

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 \$51,700, in the following manner, to cover the negative balance of -\$8,681.79 in A.7321.100 and the estimated costs of the November and December Special Programs Personal.

FROM	TO	AMOUNT
A.7110.417 Parks Gas & Oil	A.7321.100 Special Programs Personal Services	\$7,000.00
A.7140.100 Playgrounds Personal Services	A.7321.100 Special Programs Personal Services	\$36,000.00

A.7180.100 Pools Personal Services	A.7321.100 Special Programs Personal Services	\$4,000.00
A.7180.103 Pools Overtime	A.7321.100 Special Programs Personal Services	\$2,000.00
A.7200.495 Camps Miscellaneous	A.7321.100 Special Programs Personal Services	\$2,700.00

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: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 301-25

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 Authorizing a \$1000 Transfer in the 2025 Street Department 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 \$1,000, in the following manner, to cover shortage 2025 CSEA Longevity Pay for the Street Department as a result of from two employees being owed amounts different from those originally budgeted.

FROM	TO	AMOUNT
A.8160.100 Pers. Services	A.5110.104 CSEA Longevity Pay	\$1,000

Prepared by:
 Jacob Tawil

Attachments:

1.	BOE MEMO- LONGEVITY TRANSFER
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: November 4, 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 to CSEA Longevity Pay

We respectfully request a transfer of funds, as detailed below, to address a recently identified shortage in the 2025 CSEA Longevity Pay for the Street Department. This shortage resulted from two employees being owed amounts different from those originally budgeted.

FROM	AMOUNT	TO
A.8160.100 Pers. Services	\$1,000	A.5110.104 CSEA Longevity Pay

Thank you.

JT/kg



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 302-25

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 Authorizing The Acceptance of Stop-Dwi Enforcement Funding From the County of Orange for the Second Enforcement Period

WHEREAS, the City of Middletown entered into an Inter-Municipal Agreement with the County of Orange for STOP-DWI enforcement funding, which was approved by the Common Council in March 2025; and

WHEREAS, the City has been notified that it has been awarded **Eight Thousand Dollars (\$8,000)** for the second enforcement period under said agreement;

NOW, THEREFORE, BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment**, and hereby authorizes the acceptance of the STOP-DWI enforcement funds in the amount of **\$8,000**, to be deposited into revenue line **A.3333 (STOP-DWI)**.

BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and that these funds shall be appropriated and expended from A.3141.103 through STOP-DWI overtime entries for enforcement activities.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	STOP DWI 2nd period
----	---------------------

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

July 15, 2025

Mayor Joseph DeStefano
Members of the Common Council
And Board of Estimate
City of Middletown
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano and Members,

The City entered into an Inter-Municipal Agreement with the County of Orange and approved by the Common Council in March 2025, for STOP DWI funding.

We were notified that the second enforcement period funding has been awarded in the amount of \$8000, therefore I request to accept the funds to be deposited into revenue line A.3333. These funds will be expensed from A.3141.103 through Stop DWI overtime entries.

Thank you.

merr

Very truly yours,

John Ewanciw
Chief of Police

JE: ccd



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 303-25

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

Authorizing Acceptance and Appropriation of Insurance Recovery Funds For the Replacement of a Police Department Vehicle

WHEREAS, on September 24, 2025, a City of Middletown Police Department Chevy Malibu was involved in a motor vehicle accident and was subsequently deemed a total loss; and

WHEREAS, the City is expected to receive an insurance recovery check in the amount of **Eleven Thousand One Hundred Six Dollars and Sixty Cents (\$11,106.60)** for said loss;

NOW, THEREFORE, BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment**, and hereby authorizes the acceptance of the insurance recovery funds in the amount of **\$11,106.60**, to be deposited into revenue line **A.2680 (Insurance Recovery)**.

BE IT FURTHER RESOLVED, that the **Common Council of the City of Middletown**

concur with the Board of Estimate and Apportionment, and that the Police Department's expense line **A.3120.201** shall be increased by the same amount, **\$11,106.60**, to allow for payment of the invoice for the replacement vehicle.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	11122025 utilize insurance check
----	----------------------------------

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-346-4140

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

November 10, 2025

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting approval for the Police Department to utilize the expected insurance check in the amount of \$11,106.60 for the Chevy Malibu that was deemed an entire loss after being involved in an MVA on 9/24/2025.

We are kindly requesting this revenue be added to the Insurance Recovery Account A.2680. Additionally, we will need an increase to our A.3120.201 expense line by the same, in order to make payment on the invoice for the cost of the replacement vehicle. The balance of the cost of the vehicle will be requested in the form of a transfer.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 304-25

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 Authorizing the Agreement with The County of Orange for the 2025–2026 Stop-DWI High Visibility Engagement Program

WHEREAS, the County of Orange has provided the City of Middletown with a proposed agreement for participation in the **2025–2026 STOP-DWI High Visibility Engagement Program** (formerly the Crackdown Campaign); and

WHEREAS, the enforcement period under this agreement runs from **November 1, 2025 through September 30, 2026**; and

WHEREAS, the total award to the City under this program is **Four Thousand Dollars (\$4,000)**; and

WHEREAS, these funds are to be added to the City’s **STOP-DWI High Visibility grant line**

A.3126.103 for enforcement-related overtime and associated costs;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and hereby authorizes the Mayor to sign the 2025–2026 STOP-DWI High Visibility Engagement agreement with the County of Orange.

BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and that the award in the amount of \$4,000 shall be added to budget line A.3126.103 for the purposes outlined in said agreement.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	2026 STOP DWI HIGH VISIBILITY
2.	C Middletown 2025.2026 High Visibility Engagement Campaign IMA

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

November 12, 2025

Mayor Joseph DeStefano
Members of the Common Council
And Board of Estimate
City of Middletown
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano and Members,

Attached please find the contract with the County for our 2025-2026 STOP-DWI High Visibility Engagement (formerly crackdown campaign) enforcement period of November 1, 2025 through September 30, 2026.

The total amount of this award is \$4,000. Please be kind enough to prepare a resolution authorizing the Mayor to sign the attached agreement.

This contract must be signed in **blue ink**. Once the contract is signed, please return the original to us for forwarding to the County.

Please add this funding of \$4,000 to our newly renamed STOP DWI High Visibility grant line A.3126.103.

Thank you.
Very truly yours,

John Ewanciw
Chief of Police
Enclosure
JE: ccd



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (“IMA”) is entered into as of the 6th day of November, 2025, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services (“COUNTY”), and **CITY OF MIDDLETOWN**, a City of the State of New York, with its principal offices at 2 James Street, Middletown, NY 10940, by and through its Police Department (“MUNICIPALITY”).

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY, by and through its Department of Emergency Services, is the recipient of DWI High Visibility Engagement Campaign Grants funds from the New York State STOP-DWI Foundation, Inc. (“FOUNDATION”) for the purpose of administering STOP-DWI High Visibility Engagement Campaigns in the County of Orange in an effort to reduce alcohol-related traffic injuries and fatalities by increasing policing efforts during peak holiday periods. As a recipient of STOP-DWI High Visibility Engagement Campaign funds, the COUNTY is responsible for dispersing such funds to those municipalities located within the bounds of County of Orange who wish to conduct additional high visibility engagement police patrol enforcement campaigns during peak holiday seasons.

It is the intention of the COUNTY, in order to carry out the goals of the STOP-DWI High Visibility Engagement Campaign Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable high visibility engagement campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York (“State”), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on **November 26, 2025** and end **September 30, 2026**.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained

by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY’S right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her

interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b) seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

The MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for a period of six (6) years calculated from the date the last funds were paid to the MUNICIPALITY. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and

all documentation and justification in support of expenditures or fees under this IMA as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY'S convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to the MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY'S breach of this IMA or

failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY’S right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

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

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

The COUNTY’S policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY’S website at:

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

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: _____
Stefan M. (“Steven”) M. Neuhaus
County Executive

Date: _____

MUNICIPALITY

By: _____
Name:

Title:

Date: _____

SCHEDULE A
STOP-DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN GRANT

1. **STOP-DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN GRANT.** The FOUNDATION was successful in securing funding from the New York Governor’s Traffic Safety Committee for STOP-DWI high visibility engagement campaigns (previously known as “*Crackdown Grants*”) for the period October 1, 2025 through September 30, 2026 (“HVE 25-26 Funding”). The FOUNDATION allocated FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) from the HVE 25-26 Funding to the COUNTY (“Grant”) for disbursement to those municipalities located within the COUNTY’S bounds to conduct additional high visibility engagement police patrol enforcement campaigns during peak holiday seasons as more particularly described in Section 2 of this Schedule A.

2. **HIGH VISIBILITY ENGAGEMENT CAMPAIGNS.**
 - a. **Campaigns.** The high visibility engagement campaign periods coincide with the State and national enforcement campaign efforts and are as follows (each a “Campaign Period” and collectively, the “Campaign Periods”):
 1. **Thanksgiving.** Thanksgiving, November 26, 2025 through and including November 30, 2025
 2. **Holiday Season (National).** Holiday Season (National), December 10, 2025 through and including January 1, 2026
 3. **Super Bowl.** Super Bowl, February 8, 2026 through and including February 9, 2026
 4. **St. Patrick’s Day.** St. Patrick’s Day, March 12, 2026 through and including March 18, 2026
 5. **420 Drug Day.** 420 Drug Day, April 20, 2026
 6. **Memorial Day Holiday Weekend.** Memorial Day Holiday Weekend, May 22, 2026 through and including May 25, 2026
 7. **June 100 Days of Summer.** June 100 Days of Summer June 4-June 7, 2026; June 11-June 14, 2026; June 18-June 21, 2026; June 25-June 28, 2026.
 8. **July Fourth.** July Fourth, July 2, 2026 through and including July 5, 2026
 9. **July 100 Days.** July 100 Days, July 9-12, 2026; July 16-July 19, 2026; July 23-July 26, 2026, July 30-August 2, 2026
 10. **August 100 Days.** August 6 - August 9, 2026; August 13–16, 2026
 11. **End of Summer/Labor Day 2025.** August 19, 2026 through and including September 7, 2026
 - b. **Encouraged Campaign Participation and Efforts.** The COUNTY encourages the MUNICIPALITY to engage in the Thanksgiving Campaign described in Section 2(a)(1) of this Schedule A and multi-jurisdictional efforts.

3. **MUNICIPALITY AWARD.**
 - a. **Municipality Award.** From the Grant, the MUNICIPALITY is eligible for an award not-to-exceed the sum of **(\$4000)** to conduct high visibility engagement police patrol enforcement campaigns for the Campaign Periods. (“Eligible Municipality Award”). MUNICIPALITY acknowledges that the Eligible Municipality Award sum is **NOT A GUARANTEED SUM,** but instead the maximum amount the MUNICIPALITY could

potentially be awarded based on the MUNICIPALITY'S performance during previous Campaigns as calculated by the COUNTY in its sole and absolute discretion based on the data submittals submitted by the MUNICIPALITY as contemplated in Section 2(b) of this Schedule A. The actual award of funds under the Grant are data driven and determined based upon the Grant criteria and the MUNICIPALITY'S data submittals to the COUNTY as contemplated in Section 2(b) of this Schedule A.

- b. **Municipality Data Submittals.** The MUNICIPALITY will submit to the COUNTY such high visibility engagement campaign activity data in the form required by the FOUNDATION and/or the COUNTY, no later than ten (10) calendar days after the end of each Campaign Period.
 - c. **Disbursement Terms.** Provided that the MUNICIPALITY has performed in accordance with the terms of this IMA and such terms, conditions, and guidelines required by the FOUNDATION, the HVE 25-26 Funding, and/or the Grant, then the COUNTY will disburse to the MUNICIPALITY such Grant funds due to the MUNICIPALITY up to the Eligible Municipality Award within ninety (90) calendar days from the date of the close of the Campaign Period for which the MUNICIPALITY submitted data.
4. **NON-APPROPRIATION.** If for any reason the FOUNDATION terminates its appropriation or fails to pay the full amount of the Grant to the COUNTY, this IMA may be terminated, or the Municipality Award may be reduced at the discretion of the COUNTY. In any event, no liability shall be incurred by the COUNTY beyond monies available for the purposes of this IMA.



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 305-25

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 Accepting \$10,000 From Senator Skoufis For National Night Out Operating Expenses

WHEREAS, the City of Middletown Police Department has been awarded **Ten Thousand Dollars (\$10,000)** sponsored by Senator Skoufis’ office; and

WHEREAS, these funds are designated to support operating expenses for the City’s **National Night Out Against Crime** event; and

WHEREAS, this funding is to be placed into the City’s **DCJS/Skoufis expense grant line** for use during the **2026** fiscal year;

NOW, THEREFORE, BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment**, and hereby authorizes the acceptance of the **\$10,000** award sponsored by Senator Skoufis for National Night Out

operating expenses.

BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and that said funds shall be deposited into the DCJS/Skoufis expense grant line for expenditure in 2026 as intended.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	SKOUFIS GRANT FOR 10000 NNO for 2026
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JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

November 12, 2025

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

Dear Mayor DeStefano and members of the BOE,

The City of Middletown Police Department has been awarded \$10,000 sponsored by Senator Skoufis' office. The funding will be used for operating expenses for our National Night Out Against Crime event.

I am requesting to have a resolution prepared allowing us to accept this funding, DCJS/Skoufis expense grant line for use in 2026.

If you have any questions, please contact me.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 306-25

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 Accepting Donations from Andrew Green, Anna Aguirre, Sarah Biaso, Howard Avery and Ronald Saunders for The Emergency Food Assistance Program

WHEREAS, the City of Middletown has received donations totaling six hundred and thirty dollars (**\$630**) in support of the Emergency Food Assistance Program; and

WHEREAS, these funds will be used to purchase food gift cards for individuals and families experiencing financial hardship due to the government shutdown and delays in SNAP benefit distribution; and

WHEREAS, it is necessary to deposit these donations into the proper revenue line and increase the corresponding expense line to allow for the purchase of said gift cards;

NOW, THEREFORE, BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment**, and hereby authorizes

the acceptance of **\$630** in donations to be deposited into revenue line **2705.00 – Gifts and Donations**.

BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and that expense line 7020.00 – Use of Recreation Donations shall be increased accordingly to allow for the purchase of food gift cards for the Emergency Food Assistance Program.

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: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 307-25

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 Authorizing a \$33,000 Transfer within 2025 Paramount 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 \$33,000, in the following manner,

FROM	TO	AMOUNT
A.7010.800 City Sponsor Events	A.7010.448 Promoters & Sponsors	\$10,000
A.7010.447 Credit Card/ Online Fees	A.7010.442 Concessions	\$2,000
A.7010.447 Credit Card Fees	A.7010.443 Movie Rentals	\$5,000
A.7010.440 Repair to Equipment	A.7010.200 Equipment	\$6,000

A.7010.800	A.7010.400	\$10,000
City Sponsored Event	Contractual	

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

Attachments:

1.	Paramount BOE transfers request 2025
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OECD

**Paramount Theatre
17 South Street
Middletown, New York 10940**

November 10, 2025

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

RE: Paramount Theatre 2025

Dear Members:

I am requesting the following transfers within the 2025 Paramount Budget.

From	Amount	To
A.7010.800 City Sponsored Events	\$10,000.00	A.7010.448 Promoters & Sponsors
A.7010.447 Credit Card Fees	\$2,000.00	A.7010.442 Concessions
A.7010.447 Credit Card/Online Fees	\$5,000.00	A.7010.443 Movie Rentals
A.7010.440 Repairs to Equipment	\$6,000.00	A.7010.200 Equipment
A.7010.800 City Sponsored Events	\$10,000.00	A.7010.400 Contractual

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development
City of Middletown



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 308-25

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 Authorizing a \$1,665 Transfer within the 2025 Community Development 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 \$1,665, in the following manner, These transfers reflect extra liens/satisfactions to rehab properties and copier usage.

FROM	TO	AMOUNT
CD.8686.482	CD.8686.456	\$750
Ads	PI Related Exp	
CD.8686.495	CD.8686.479	\$540
Misc	Equipment Rental	
CD.8686.400	CD.866.456	\$375
Contractual	Program Related	

Prepared by:

Maria Bruni, Director of Economic and Community Development

Attachments:

1.	OECD 2025 Budget Transfer November
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CITY OF MIDDLETOWN
Office of Economic & Community Development

November 10, 2025

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

RE: Office of Economic & Community Development/Dept 8686

Dear Members:

I am requesting budget transfer within the 2025 Community Development Department.

FROM	AMOUNT	TO
CD.8686.482 Ads	\$ 750.00	CD.8686.456 PI Related Exp
CD.8686.495 Misc.	\$ 540.00	CD.8686.479 Equipment Rental
CD8686.400 Contractual	\$375.00	CD 8686.456 Program Related

These transfers reflect extra liens/satisfactions to rehab properties and copier usage.

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: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 309-25

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 Adopting the 2026 General, Water and Sewer Budget

WHEREAS, the Board of Estimate and Apportionment has approved and submitted an itemized statement in writing of the estimated revenues and expenditures of the General City Government, the Water Department, and the Sewer Department—other than amounts to be raised by taxation for County purposes—for the fiscal year **January 1, 2026 through December 31, 2026**; and

WHEREAS, the Common Council has reviewed and considered said itemized statement in accordance with the City Charter; and

WHEREAS, the financial estimates for the 2026 Annual Budget are as follows:

2026 Budget Summary

Description	General Fund	Water Fund	Sewer Fund
Estimated Revenue	\$28,151,718	\$8,351,043	\$6,226,574
Appropriations (Expenses)	\$52,728,811	\$8,351,043	\$6,226,574
Tax Levy – General City Purpose	\$24,577,093	—	—

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and hereby approves and adopts the 2026 Annual Budget, including the General Fund, Water Fund, and Sewer Fund estimates as submitted, for the fiscal year January 1, 2026 through December 31, 2026.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	Leonora Liz BOE request 11.12.25 Budget Approval
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DEPARTMENT OF FINANCE

City Of Middletown

Leonora Liz
Treasurer

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

November 2025

To: The Board of Estimate

From: Leonora Liz, Treasurer

1. Leonora Liz is requesting from the Board of Estimate to approve and submit an itemized statement in writing of the estimated revenue and expenditures of the General City Government, the Water Department and the Sewer Department other than amounts to be raised by taxation for County purposes, for fiscal year January 1, 2026 through December 31, 2026. Therefore, seeking from the common council to approve and adopt the 2026 Annual Budget as following:

Description:	General Fund	Water Fund	Sewer Fund
Revenue	\$28,151,718	\$8,351,043	\$6,226,574
Expense	\$52,728,811	\$8,351,043	\$6,226,574

Appropriation: 52,728,811

Estimated Revenue: 28,151,718

Tax Levy – General City Purpose 24,577,093



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 310-25

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 Authorizing Local Match Funding Required for The DASNY Downtown Alleyway Project

WHEREAS, the City of Middletown has been awarded a **\$250,000 reimbursable grant** through former Assemblywoman Gunther’s Office for the creation of a parking lot at the O&W site and the renovation of an alleyway in downtown Middletown; and

WHEREAS, as part of DASNY’s grant review process, the City must demonstrate that full project funding is available before a Grant Disbursement Agreement (GDA) can be issued, which is required before the City may request reimbursement; and

WHEREAS, funding has already been demonstrated for the parking lot portion of the project, however, the **Downtown Alleyway** portion—estimated at **\$180,000**, with **\$50,000** allotted from the grant—requires proof of full available funding; and

WHEREAS, the Downtown Alleyway project will transform an L-shaped alley between North Street and Center Street into an inviting pedestrian passageway with pavers, decorative lighting, and bollards, enhancing connectivity to the Heritage Trail and supporting local businesses by creating space for outdoor dining and improved streetscape aesthetics;

NOW, THEREFORE, BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment**, and hereby authorizes the following transfer to demonstrate available funding for the Downtown Alleyway project:

Fund Transfer

FROM	TO	AMOUNT
General Fund Balance	H01.0001.20	\$180,000
	3	

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

Attachments:

1.	Memo - Alleyway
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Memo

To: Leonora Liz
From: Caitlin McNamara
CC: Maria Bruni
Date: 11/13/2025
Re: DASNY 28344 – O&W Parking Lot & Alleyway Grant

The City has been awarded a \$250,000.00 reimbursable grant through former Assemblywoman Gunther's Office for the creation of a parking lot at the O&W site and an alleyway renovation in downtown. As a part of DASNY's grant review, we need to show the State that we have the available project funding before we can receive our Grant Disbursement Agreement (GDA). The GDA is what allows the City to request reimbursement for project expenses. Funding has been demonstrated for the Parking Lot portion, however, we are requesting proof of funding for the Downtown Alleyway.

The Alleyway portion of the project is estimated to cost \$180,000.00, with \$50,000.00 in grant funds allotted. We are required to show the full \$180,000.00.

Below is a description of the project description and use of funds:

As the City of Middletown continues its revitalization and growth, many of our local businesses are exploring ways to maximize space. In between buildings on North St. and Center St. is a small, L-shaped alley way that is ripe for development. A coffee shop on North St. has created a rear patio for patrons in this alleyway, inspiring the City and other business owners to take action and develop the alley into a pedestrian walkway, which will connect to a spur of the Heritage Trail.

Grant funds will be used to install pavers, decorative lighting, and bollards to prevent cars from accessing the alley. The goal is to utilize this currently unappealing space and create a warm, welcoming area comparable to the streets of New York City and Europe. The project will encourage other buildings that abut the alleyway to create outdoor space for the businesses to utilize, and increase curb appeal.



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 311-25

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 Authorizing Transfers within the 2025 Police Budget

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and hereby authorizes the Treasurer to transfer \$21,761.40 in the following manner:

FROM (Account / Description)	AMOUNT	TO (Account / Description)	PURPOSE
A.3120.100 – Personal Services	\$3,893.40	A.3120.201 – Vehicles/Equipment	To combine with the \$11,106.60 insurance recovery for the purchase of a replacement (used) police vehicle totaling \$15,000.
A.3120.100 –	\$2,500	A.3120.501 –	To cover shortages for December

Personal Services		Community Outreach	community outreach events.
A.3120.100 – Personal Services	\$1,368	A.3120.200 – Equipment	For the purchase of a DJI Avata 2 drone.
A.3120.100 – Personal Services	\$10,000	A.3120.440 – Repairs to Equipment	To cover unexpected, one-time repair costs for department vehicles and equipment.
A.3120.100 – Personal Services	\$2,000	A.3120.479 – Equipment Rental	To cover increased photocopy/printing overage expenses.
A.3120.100 – Personal Services	\$2,000	A.3120.406 – K9 Care	To support ongoing K9 unit care and operational needs.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	11122025
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JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-346-4140

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

November 11, 2025

Honorable Joseph DeStefano Mayor-City of Middletown
And Board of Estimate and Apportionment

Dear Mayor DeStefano and Members of the Board of Estimate,
I am requesting that the City of Middletown Common Council approve the following transfers requests within our 2025 budget lines:

From	Amount	To
A.3120.100 Personal Services	\$3,893.40	A.3120.201 Vehicles- Equipment
For the purchase of a replacement PD vehicle that was deemed a total loss during an MVA on 9/24/2025. This transfer along with the insurance check of \$11,106.60, will be used to purchase a new (used) police vehicle for \$15,000.		
A.3120.100 Personal Services	\$2,500	A.3120.501 Community Outreach
To cover a shortage in the cost of upcoming community events in December		
A.3120.100 Personal Services	\$1,368	A.3120.200 Equipment
For the purchase of a DJI Avata 2 drone		
A.3120.100 Personal Services	\$10,000	A.3120.440 Repairs to Equipment
To cover shortfalls in the repairs line due to the unexpected one time costs to repair department vehicles and equipment		
A.3120.100 Personal Services	\$2,000	A.3120.479 Equipment rental
To cover the increased cost in photocopy overage costs throughout the year		
A.3120.100 Personal Services	\$2,000	A.3120.406 K9 Care

Very truly yours,

John Ewanciw
Chief of Police

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-346-4140

CITY OF MIDDLETOWN POLICE DEPARTMENT
2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

JE:ccd



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 312-25

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

Authorization to Enter into an Agreement with Frontier for Internet Services

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes a 36 month agreement with Frontier, for internet services in the amount of \$650.00 annually

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.	Frontier CITY OF MIDDLETOWN - 650 pdf
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Dedicated Internet Access (DIA)

Schedule

Frontier Confidential

This is Schedule Number S-5550203219 to the Frontier Services Agreement dated 01/17/2017 ("FSA") by and between CITY OF MIDDLETOWN ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 16 James St Middletown, New York Schedule Date: 10/10/2025
 Schedule Type/Purpose: Order for New Services Service Term: 36 Month(s)

Services Provided					
Service Address	Service Description	Partnered	Quantity	Charges	
				Total NRC	Total MRC
16 James St, Middletown, New York, 10940-5724	DIA (Dedicated Internet Access)/500 Mbps/Silver	No	1	\$0.00	\$650.00
16 James St, Middletown, New York, 10940-5724	IP//29 = 5 IPs	No	1	\$0.00	\$0.00
Subtotal:				\$0.00	\$650.00

1. Service Description.

a. **Dedicated Internet Access ("DIA").** DIA is an internet connection, delivered via Ethernet from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, dedicated and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum Point of Entry (MPoE) and demarcation point. If Customer requests extensions beyond the MPoE, such extension(s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Partnered and/or Type II** service is a delivery method where a Frontier third-party Service provider is used to deliver the local access to Customer ("Partner Provider").

c. **Overhead.** Ethernet technology, which is what the Frontier Dedicated Internet circuits utilize, requires packets to have headers, a checksum, interframe gaps and preambles. Those components ensure that the data packets get sent to the right place and end up in the right order and each use a small amount of bytes, commonly known as "overhead." Overhead is the gap between the subscribed bandwidth speed and usable bandwidth speed. Additionally, actual data transmission or throughput may be lower than the connection speed due to internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Frontier.

2. Pre-installation cancellation fees, FOC Notice, Partnered Access Costs and Special Construction.

a. **Pre-installation cancellation fees.** Cancellation relating to newly identified costs and expenses: If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment due to Customer's determination that Customer is not able or willing to incur the costs and expenses of Frontier identified Customer required pre-installation requirements (other than previously identified NRC or CIAC set forth in this Schedule), then notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge.

b. **Cancellation after FOC Notice.** Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, then, notwithstanding any provision of the FSA, Customer shall pay a processing fee of Seven Hundred Fifty Dollars (\$750.00) and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

c. **Partnered Access costs.** Notwithstanding any provision to the contrary in the FSA or this Service Schedule, if Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment for any reason, then Customer shall reimburse Frontier for any costs and/or expenditures related to Partnered Access for which Frontier is obligated in connection with establishing the Service via Partnered Access including but not limited to any Partnered Access fees, charges, costs or early termination fees charged to Frontier.

d. Special Construction.



Dedicated Internet Access (DIA) Schedule

Frontier Confidential

i. General. All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all Service Locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any Service Location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction").

ii. Frontier assistance with Special Construction. Frontier may determine, on a project-by-project basis, whether and the extent to which, if any, Frontier may provide additional assistance with respect to Special Construction. If Frontier determines in its sole discretion that Frontier will provide financial assistance, Frontier will notify Customer of such assistance and related conditions or requirements with respect to the Special Construction project.

iii. Customer Special Construction costs. Upon notification that Special Construction costs are required; Customer will have ten (10) business days to notify Frontier of Customer's acceptance of such costs. If the Customer does not agree to the Special Construction costs within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule and notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge. If the Customer agrees to the Special Construction costs, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance. Customer shall provide and maintain an email distribution contact list with correct telephone and email information for service escalation that indicates who to contact, at what priority level, and the precedent of the contact order, and for any service modifications. Customer shall identify points of contact with decision-making and approval authority. Customer must be present during installation and provide a Customer project manager and complete all sign-off documentation.

Customer will not use, or permit use of the DIA Solution in a manner which is (i) illegal; or (ii) infringes the patent, copyright, trademark, confidential information or intellectual property rights of a third-party; collectively "Unauthorized Use". Frontier reserves the right to immediately terminate, modify or suspend Customer's DIA Solution if it is determined by Frontier in its sole discretion that Customer has used the DIA Solution for any Unauthorized Use. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' Unauthorized Use.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After-Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After-Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After-Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Producer Price Index Adjustment. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

7. Service Level Agreement. The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access is attached hereto and incorporated herein as Exhibit 1.



Dedicated Internet Access (DIA) Schedule

Frontier Confidential

This Schedule is not effective, and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

CITY OF MIDDLETOWN

Signature: _____
Printed _____
Name: _____
Title: _____
Date: _____

Signature: _____
Printed _____
Name: _____
Title: _____
Date: _____



EXHIBIT 1
Service Level Agreement

This Dedicated Internet Access Service Level Agreement (“SLA”) applies to a Dedicated Internet Access (DIA) Schedule, executed by and between **CITY OF MIDDLETOWN** (“Customer”) and **Frontier Communications of America, Inc.** (“Frontier”). The terms of this SLA apply exclusively to the Dedicated Internet Access network elements directly within Frontier’s management responsibility and control (“DIA Service”), including Partnered delivered service.

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (“POP”) or DIA Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Dedicated Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Dedicated Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs. 50% MRC above 6 hrs.

C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e., for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When DIA Service is impacted from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected DIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives, or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.



Dedicated Internet Access (DIA) Schedule

Frontier Confidential

- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA . In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted DIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, If Customer's Service Outage triggers both operational objectives (i.e., Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
 - D. This SLA guarantees service performance of Frontier's Dedicated Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third-party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third-party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual DIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6-month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If a DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the DIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 313-25

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 Authorizing the Adoption of the City of Middletown's Family Medical Leave (FMLA) Policy

BE IT RESOLVED, that the Common Council of the City of Middletown hereby adopts the City of Middletown Family and Medical Leave Act (FMLA) Policy as submitted.

Prepared by:

Attachments:

1.	City of Middletown Employee FMLA Policy FINAL
----	---

DATE OF ADOPTION:



CITY OF
Middletown
— NEW YORK —

Family Medical Leave Act (FMLA) Policy

Family and Medical Leave Act (FMLA) Policy

Purpose

The City of Middletown provides eligible employees with job-protected leave in accordance with the federal Family and Medical Leave Act (FMLA) of 1993, as amended. The purpose of this policy is to outline employee rights, responsibilities, and procedures for requesting and administering FMLA leave.

Eligibility

Employees are eligible for FMLA leave if they:

- Have been employed by the City of Middletown for at least 12 months (not necessarily consecutive); and
- Have worked at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

Qualifying Reasons for Leave

Eligible employees may take up to 12 workweeks of unpaid, job-protected leave in a 12-month measurement period for the following reasons:

- Birth of a child or placement of a child for adoption or foster care.
- To care for a spouse, child, or parent with a serious health condition.
- For the employee's own serious health condition that makes them unable to perform the essential functions of their job.
- For qualifying exigencies related to a family member's active duty military service.

Employees may also be entitled to up to 26 workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness.

Measurement Period

The City of Middletown uses a "date of disability to anniversary" to determine the 12-month measurement period for taking FMLA leave.

- The 12-month is measured forward from the first date an employee takes FMLA leave.
- The next 12-month period begins on the anniversary of that date.

This means the employee's FMLA entitlement renews on the anniversary of the original start of the leave.

Substitution of Paid Leave

Employees are required to use any accrued paid leave (sick, vacation, or personal time) concurrently with FMLA leave, in accordance with City policies. Once accrued leave is exhausted, any remaining FMLA leave will be unpaid. Employees covered under a collective

bargaining agreement CBA shall refer to their respective CBA for additional details on the use of paid time off, accruals, and other leave entitlements that may apply during FMLA leave.

Benefits During Leave

- The City will continue to provide group health insurance coverage under the same terms as if the employee were actively working.
- Employees must continue to pay their portion of the health insurance premium. Failure to make timely payments may result in a lapse in coverage.
- Other benefits will continue or pause in accordance with applicable City policies.
- Employees covered under a collective bargaining agreement should refer to their respective CBA for details on the continuation of benefits during FMLA leave.

Note on Retirement Service Credit:

Pursuant to the New York State and Local Retirement System (NYSLRS) periods of unpaid FMLA leave will not count toward service credit in (NYSLRS). Only time in which the employee receives regular pay or uses paid leave accruals will be credited toward retirement service. Employees are encouraged to contact the New York State Retirement System or the Human Resources Department for specific questions about how their leave may affect retirement benefits.

Job Protection and Return to Work

Upon return from FMLA leave, an employee will be restored to their same or equivalent position with the same pay, benefits, and working conditions, unless the employee would not otherwise have been employed (e.g., layoff or position elimination).

Employees returning from leave for their own serious health condition must submit to the City a fitness-for-duty certification from their health care provider before resuming work.

Notice and Certification Requirements

- Employee Notice: When the need for leave is foreseeable, employees must submit a written request for FMLA at least 30 days' in advance of the request to leave. If 30 days' written notice is not possible, written notice must be given as soon as practicable. All requests for FMLA must be submitted to the Human Resources Department.
- Medical Certification: The City requires the employee to submit a completed Certification from their Health Care Provider to support the need for FMLA leave. Failure to provide certification may result in delay or denial of the employee's request for FMLA leave. A copy of the Certification from their Health Care Provider can be obtained from the City of Middletown
- Recertification: The City may require periodic recertification of the employee's FMLA request in accordance with FMLA regulations.
- The City reserves the right to request a second opinion from a healthcare provider at the City's expense, if necessary.

- Employees who are approved for FMLA leave are required to report to their Department Head and the Human Resources Department any changes regarding their FMLA leave, expected return date and any changes in their eligibility for FMLA leave.

Intermittent or Reduced Schedule Leave

FMLA leave may be taken intermittently or on a reduced schedule basis when medically necessary and approved. The employee must make reasonable efforts to schedule leave to minimize disruption to City operations.

Reporting of absence: Employees approved for FMLA leave who call in that they are not reporting to work must identify if the leave is due to their approved FMLA.

Recordkeeping

All medical certifications and FMLA-related documentation will be maintained in a confidential medical file, separate from personnel files, in compliance with the FMLA and HIPAA regulations.

Coordination with Other Laws

This policy shall be administered in accordance with the FMLA and any applicable New York State laws, and collective bargaining agreements.

Questions

Employees with questions regarding FMLA eligibility, leave entitlement, or procedures should contact the City of Middletown Human Resources Department.



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 314-25

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 Requesting the County of Orange to Exempt Properties of the City of Middletown from Certain County Real Estate Taxes

Whereas, the City of Middletown wishes to request the County of Orange to exempt the City of Middletown from certain real estate taxes on lands solely devoted to public use as a part of the City of Middletown watershed and related equipment thereon for fiscal year 2026.

Now, therefore, be it resolved that the Common Council of the City of Middletown, NY, does hereby request the County of Orange, NY, to exempt properties of the City of Middletown, NY from certain County real estate taxes on lands solely devoted to public use as part of the City of Middletown watershed and related equipment thereon and located within the Towns of Mount Hope and Wallkill for the fiscal year 2026, respectively, as follows:

<u>Town of Wallkill</u>		
49-1-85.41	999-1-21	999-1-22
999-1-23	999-1-24	999-1-25
999-1-26	999-1-27	999-1-28
999-1-29	999-1-19	999-1-20
48-1-5.12	48-1-5.112	48-1-5.2
48-1-6.1	64-1-2	69-1-15.2
999-1-20.1	49-1-32	49-1-62.2
64-1-4.1	69-1-1.2	64-1-47.322

<u>Town of Mount Hope</u>		
12-1-23	14-1-44.1	14-1-76
14-1-95	14-1-127.2	17-1-19
16-1-32.22	16-1-74	16-1-37.2
16-1-36.211	16-1-71.1	16-1-35

Prepared by:

Attachments:

1.	Water System Properties
----	-------------------------



County Legislature

Kevin W. Hines, Chairman
Jean M. Ramppen, Clerk

255 Main Street – 2nd Fl
Goshen, NY 10924

Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

October 1, 2025

Hon. Joseph M. DeStefano, Mayor
City of Middletown
16 James Street
Middletown, New York 10940


Dear Mayor DeStefano:

Your agreement with the County of Orange providing for the exemption from county taxation on certain real property located in the Towns of Wallkill and Mount Hope for use of your city water system will expire on December 31, 2026.

If you wish the County Legislature to exempt these properties for the year 2027 please notify this office with a copy of a resolution (which states the exemption year) adopted by your city council by December 15, 2025.

A schedule of the properties that were exempt for 2026 is enclosed for your information. Please compare it to the resolution you will be adopting this year.

Very truly yours,


Jean M. Ramppen, Clerk
Orange County Legislature

cc: City Clerk

SCHEDULE A

MUNICIPALITY

LOCATION

TAX PARCEL NO.

City of Middletown

Town of Walkill

999-1-21
999-1-22
999-1-23
999-1-24
999-1-25
999-1-26
999-1-27
999-1-28
999-1-29
999-1-19
999-1-20
48-1-5.12
48-1-5.112
48-1-5.2
48-1-6.1
64-1-2
69-1-15.2
999 -1-20.1
49-1-32
49-1-62.2
64 -1-4.1
69-1-1.2
64-1-47.322
49-1-85.41

City of Middletown

Town of Mount Hope

12-1-23
14-1-44.1
14-1-76
14-1-95
14-1-127.2
17-1-19
16-1-32.22
16-1-74
16-1-35
16-1-37.2
16-1-36.211
16-1-71.1

City of Newburgh

Town of New Windsor

4-1-38
4-1-35
4-3-1.1
4-1-12.2
4-1-9.21
4-1-10
32-2-53

City of Newburgh

Town of Newburgh

75-1-17
97-3-17
97-2-22.1
97-3-10
97-1-44

City of Port Jervis	Town of Deerpark	54-1-35.1 52-1-2 52-1-54.1 35-1-8.2 57-1-40
Village of Chester	Town of Monroe	18-5-11 18-5-4 18-5-6 19-1-3.2 10-3-9 13-1-28 8-1-78 8-1-35 8-1-77 8-1-24 8-1-23 8-1-22 8-1-21 8-1-16 8-1-14 8-1-13 8-1-12 8-1-11 8-1-10 8-1-9 8-1-8 8-1-39 8-1-40 8-1-54 8-1-53 8-1-42 8-1-44 8-1-45 8-1-46
Village of Cornwall-on-Hudson	Town of Cornwall	31-1-15 29-1-54 29-1-50 4-2-56 32-1-17
Village of Cornwall-on-Hudson	Town of New Windsor	65-1-20
Village of Goshen	Town of Goshen	13-1-32.61 15-1-8 15-1-48 15-1-50
	Town of Wallkill	61-1-43
Village of Highland Falls	Town of Highlands	1-1-2



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 315-25

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 Authorizing an Agreement Related to Financial Transaction and Other Related Arrangements for the O&W Building Project

WHEREAS, Middletown O&W Local Development Corporation, a New York not-for-profit corporation (“LDC”), Middletown O&W Station Managing Member, LLC, a New York limited liability company (“Managing Member”), Middletown O&W Station, LLC, a New York limited liability company (“Landlord”), and Middletown O&W Station Prime Tenant, LLC, a New York limited liability company (the “Prime Tenant”, and together with the Managing Member, the Landlord, and the LDC, the “Transaction Parties,” and each, a “Transaction Party”) intend to enter into certain financing transactions and related arrangements in connection with the rehabilitation, development and construction of the historic O&W Railway into a 26,400 square foot multi-service community, childhood education, and support services center (the “Project”), located at 2 Low Avenue f/k/a 2-20 Low Avenue, Middletown, NY 10940 (the “Property”);

WHEREAS, certain Transaction Parties desire to enter into a federal New Markets Tax Credit

transaction (the “NMTC Transaction”) pursuant to which Landlord would accept loans in the aggregate principal amount of approximately \$11,720,000 (the “QLICI Loan”), which will be used to partially finance the Project;

WHEREAS, certain Transaction Parties desire to enter into a federal and state historic tax credit financing transaction (the “HTC Transaction”) with NTCIC NY Historic Preservation Fund, LLC, a Delaware limited liability company (“HTC Investor”), as the federal historic tax credit investor and the state historic tax credit investor, to partially finance the Project, whereby the Landlord intends to redevelop the Property in such manner to qualify for the tax credits allowable under Section 47 of the Internal Revenue Code and State HTC Act (as defined in the Prime Tenant OA) in connection with the “certified rehabilitation” of a “certified historic structure” (collectively, the “Historic Tax Credits”);

WHEREAS, as a condition to closing the NMTC Transaction and the HTC Transaction, certain financing parties require that the City of Middletown (the “City”) make and provide certain guarantees and indemnities, and perform certain other actions as described herein; and

WHEREAS, the Common Council (the “Council”) of the City has determined that the City will receive substantial direct and indirect benefits from the NMTC Transaction and the HTC Transaction and certain other transactions related thereto (as further described herein), and hereby approves and adopts the following resolutions.

New Markets Tax Credit Transactions

WHEREAS, in connection with the NMTC Transaction, DV-O&W Station QEI, LLC, a Delaware limited liability company (“Investment Fund”), desires to make a “qualified equity investment” (as such term is defined in Section 45D of the Internal Revenue Code) (the “QEIs”) in each of (i) NTCIC Sub-CDE (as defined below) pursuant to that certain Amended and Restated Operating Agreement of NTCIC Sub-CDE, and (ii) ESNMC Sub-CDE (as defined below) pursuant to that certain Amended and Restated Operating Agreement of ESNMC Sub-CDE, and the QLICI Lenders (as defined below) desire to accept the QEIs;

WHEREAS, in connection with the NMTC Transaction, NTCIC-O&W, LLC, a Delaware limited liability company (“NTCIC Sub-CDE”) and ESNMC Subsidiary CDE XIX, LLC, a New York limited liability company (“ESNMC Sub-CDE”, and together with NTCIC Sub-CDE, the “QLICI Lenders”, and each, a “QLICI Lender”), desire to make the QLICI loan to the Landlord, and Landlord desires to accept the QLICI Loan, pursuant to that certain Loan and Security Agreement (“QLICI Loan Agreement”), by and among the QLICI Lenders and the Landlord;

WHEREAS, in connection with the NMTC Transaction, to induce the QLICI Lenders to make the QLICI Loans, and to induce the Investment Fund to make the QEIs, the City desires to enter into (i) that certain Environmental Indemnity Agreement (the “Environmental Indemnity”), by and among Landlord, the City and LDC, as indemnitors (the “Indemnitors”), for the benefit of the QLICI Lenders, pursuant to which the Indemnitors will indemnify and hold the QLICI Lenders harmless against and from certain environmental obligations for which the QLICI Lenders may incur liability; (ii) that certain Guaranty of Payment, Performance and Completion (the “Guaranty”), by the City and LDC, for the benefit of the QLICI Lenders, pursuant to which

the City will guaranty the payment and performance of certain obligations of the Landlord, as borrower, due under the QLICI Loan Agreement, (iii) that certain Community Benefits Agreement (“Community Benefits Agreement”), by and among the City, the Landlord, and the QLICI Lenders; and (iv) that certain QALICB Recapture Indemnity by Landlord, LDC, and the City for the benefit of Valley National Bank, a national banking association (the “QALICB Indemnity”);

WHEREAS, in connection with the NMTC Transaction, the City intends to enter into that certain Assignment and Assumption of Construction Contracts (“Assignment of Contracts”), pursuant to which the City shall assign to Landlord all of the City’s rights, title an interest in and to the Contracts, as that term is defined in the Assignment of Contracts, and in accordance with the terms and conditions contained therein; and

WHEREAS, the Council has determined that it is desirable and in the best interests of the City to enter into the Environmental Indemnity, the Guaranty, the Community Benefits Agreement, the Assignment of Contracts, and the QALICB Indemnity, and perform its obligations thereunder.

NOW, THEREFORE, BE IT RESOLVED, that the City is authorized to enter into, and to exercise its rights and perform its obligations under the Environmental Indemnity, the Guaranty, the Community Benefits Agreement, the Assignment of Contracts, and the QALICB Indemnity; and

FURTHER RESOLVED, that any duly elected or appointed officer, manager, or member, as applicable (collectively, the “Authorized Representatives”, and each, an “Authorized Representative”), including, without limitation, Joseph M. DeStefano, as Mayor of the City, be, and hereby is, authorized and directed for and on behalf of the City to (i) execute and deliver, in connection with the QEIs, QLICI Loan and the NMTC Transaction, the Guaranty, the Environmental Indemnity, the Community Benefits Agreement, the Assignment of Contracts, the QALICB Indemnity, and any and all other security agreements, promissory notes, pledges or assignments of any collateral, indemnities, certificates, affidavits, financing statements, flow of funds memoranda, applications, notices, community benefits agreements, subordination agreements, and any other instruments, agreements or certificates of any kind or nature whatsoever relating thereto to which each is a respective party, and (ii) take, from time to time, any other actions which they shall, in their discretion, determine to be appropriate to effect the transactions contemplated by the resolutions hereinabove adopted, all as negotiated and agreed upon by them and as they approve as being in the best interests of the City, and the execution and delivery of any such document or instrument or the taking of any such action by them shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by them on behalf of the City and shall be conclusive evidence of their authority so to do.

Historic Tax Credit Transactions

WHEREAS, in connection with the HTC Transaction, (i) Prime Tenant will lease the Property from HTC Landlord pursuant to the terms of that certain HTC Lease (“HTC Lease”), by and between Prime Tenant and Landlord, whereby Landlord has agreed to pass through the Historic Tax Credits arising from Landlord’s rehabilitation of the Property to Prime Tenant under Section 50 of the Code and the State HTC Act; and (ii) the HTC Investor will be admitted as the investor member of Prime Tenant and will contribute a capital contribution of approximately \$10,191,573 (“HTC Equity”), pursuant to the terms and conditions of that certain Amended and Restated Operating Agreement of Prime Tenant (“Prime Tenant OA”); (iii) the City will enter into that

certain Development Agreement, (“Development Agreement”), by and between Landlord and the City; and (iv) Landlord will enter into that certain Bridge Loan Agreement (“Bridge Loan Agreement”), by and between Landlord and Lincoln Savings Bank, an Iowa state banking corporation (“LSB”), pursuant to which LSB agrees to lend to Landlord the Loan Proceeds, as that term is defined in the Bridge Loan Agreement, for the purposes of and subject to all of the terms contained therein, and the City shall enter into that certain Repayment and Completion Guaranty (the “Bridge Loan Guaranty”) for the benefit of LSB, pursuant to which the City shall guaranty certain obligations due by Landlord under the Bridge Loan Agreement; WHEREAS, to induce the HTC Investor to enter into the HTC Transaction, contribute the HTC Equity, and become investor member of the Prime Tenant pursuant to the Prime Tenant OA, the City desires to enter into (i) that certain Guaranty (the “HTC Guaranty”) in favor of HTC Investor, pursuant to which the City will guaranty the payment and performance of certain obligations of (i) the Managing Member due under the Master Tenant OA and that certain Amended and Restated Operating Agreement of Landlord, (ii) the City, due under the Development Agreement as Developer, and (iii) Prime Tenant and Landlord due under the HTC Lease; and

WHEREAS, the Council has determined that it is desirable and in the best interests of the City to take action as required to facilitate the HTC Transaction, including without limitation, entering into the Development Agreement, the HTC Guaranty, and the Bridge Loan Guaranty, and performing its obligations thereunder.

NOW, THEREFORE, BE IT RESOLVED, that in connection with the HTC Transaction, the City, as applicable, is authorized to enter into, execute and/or deliver, and exercise its rights and to perform its obligations under the Development Agreement, the HTC Guaranty, the Bridge Loan Guaranty, and any and all agreements, documents, guaranties, assignments, certificates, and other instruments to which the City is, or will be, a party, as are contemplated or required by the HTC Guaranty or Development Agreement, or as any Authorized Representative deems necessary or desirable in connection with the HTC Transaction; and

FURTHER RESOLVED, that the Authorized Representatives be, and hereby are, authorized and directed, on behalf of the City to (i) execute and deliver, perform under, file or cause to be filed, as applicable or necessary, the HTC Guaranty and the Development Agreement, and any and all other agreements, documents, certificates, and other instruments any Authorized Representative deems necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with or perform under the documents approved or authorized by the foregoing, and (ii) take from time to time any other actions which any Authorized Representative deems necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with or perform under the documents approved or authorized by the foregoing, all as negotiated and agreed upon by them and as they approve as being in the best interests of the City, and the execution and delivery of, or performance under, any such document or instrument or the taking of any such action by them shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by them on behalf of the City and shall be conclusive evidence of their authority so to do.

Ground Lease, RECAP Lease, Capital Agreement, and Funding

WHEREAS, the City is the fee owner of the Property, and in connection with the Project, desires to lease the Property to Landlord pursuant to that certain Lease between the City and Landlord (the “Ground Lease”);

WHEREAS, the City is party to that certain Lease Agreement (the “RECAP Lease”), dated September 26, 2025, by and between the City and Regional Economic Community Action Program Inc., a New York non-profit corporation (“RECAP”), and in connection with the HTC Transaction, the City desires to (i) amend and restate the RECAP Lease in its entirety, pursuant to that certain Amended and Restated Lease Agreement between the City and RECAP, as amended, restated or otherwise modified from time to time (the “A&R RECAP Lease”); and (ii) assign the A&R RECAP Lease to the Prime Tenant;

WHEREAS, the City is party to that certain Agreement between the City and RECAP (the “Capital Agreement”), concerning capital expenditures for the Project, and the City desires to amend and restate the Capital Agreement in its entirety pursuant to that certain Amended and Restated Agreement between the City and RECAP, as amended, restated or otherwise modified from time to time (the “A&R Capital Agreement”);

WHEREAS, to allow for the successful completion of the Project and potential funding of contingent obligations of the City, the Council has agreed to authorize additional funding for the Project up to ten percent (10%) of the Project’s expected budget, the utilization of which may be authorized by the City as the City shall deem necessary, in its sole discretion (the “Additional Funding”); and

WHEREAS, the Council has determined it to be in the best interest of the City to (i) enter into the Ground Lease, (ii) amend and restate the Capital Agreement and enter into the A&R Capital Agreement; (iii) amend and restate the RECAP Lease and enter into the A&R RECAP Lease; and (iv) authorize the Additional Funding.

NOW, THEREFORE, BE IT RESOLVED, that City be, and hereby is, authorized to (i) enter into the Ground Lease, (ii) amend and restate the Capital Agreement and enter into the A&R Capital Agreement; (iii) amend and restate the RECAP Lease and enter into the A&R RECAP Lease; (iv) assign the A&R RECAP Lease to the Prime Tenant pursuant to that certain Assignment of Amended and Restated Lease Agreement among Prime Tenant, the City, and RECAP; and (v) utilize the Additional Funding when and as the City shall deem necessary; and

FURTHER RESOLVED, that the Authorized Representatives be, and hereby are, authorized and directed, for and on behalf of the City to (i) execute and deliver, perform under, file or cause to be filed, as applicable or necessary, in connection with the transactions contemplated by the resolutions hereinabove adopted, the Ground Lease, the RECAP Lease, as amended and restated, the Capital Lease, as amended and restated, and any and all other instruments, agreements, documents amendments or certificates of any kind or nature whatsoever; and (ii) take from time to time any other actions which they shall in their discretion determine to be appropriate to effect the transactions contemplated by the resolutions hereinabove adopted, all as negotiated and agreed upon by them and as they approve as being in the best interests of the City, and the execution and delivery of any such document or instrument or the taking of any such action by them shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by them on behalf of the City and shall be conclusive evidence of their authority so to do.

General Resolutions

RESOLVED, that the Authorized Representatives be, and each of them individually hereby is, authorized and empowered for and on behalf of the City, to (i) take or cause to be taken any and all such further actions, perform such other acts and to prepare, execute and deliver, or cause to be prepared, executed and delivered, and where necessary or appropriate file or cause to be filed with the appropriate governmental authorities all such other instruments and documents, including but not limited to all certificates, contracts, bonds, agreements, documents, instruments, receipts or other papers, (ii) incur and pay or cause to be paid all fees and expenses and (iii) engage such persons, all as such Authorized Representatives shall in their judgment determine to be necessary or appropriate to carry out fully the intent and purposes of the foregoing resolutions (including, without limitation, the consummation and performance of all transactions and other acts thereby contemplated or incident thereto), and any such document executed or act performed by them or any of them shall be conclusive evidence of their or his/her authority so to do;

FURTHER RESOLVED, that all actions previously taken by the City or any Authorized Representative in connection with the transactions and matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects; and

FURTHER RESOLVED, that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Appointment and hereby approves and adopts the aforementioned resolutions and any form of specific resolution to carry into effect the purpose and intent of the foregoing resolutions, or covering authority included in matters authorized in the foregoing resolutions is hereby adopted and incorporated herein by reference, and the respective Secretary of the City, or the person responsible for maintaining the records of the City, is hereby authorized and directed to insert a copy thereof in the minute books of the City following the record of this action and to certify the same as having been duly adopted hereby.

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

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 316-25

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 Authorizing the Re-Levy Of 2024 Delinquent Water and Sewer Bills onto The 2026 Real Property Tax Bills

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and hereby authorizes the re-levy of 2024 delinquent water and sewer charges onto the 2026 real property tax bills, as permitted by law, in the following amounts:

- **Unpaid Sewer:** 524 parcels — **\$291,712.75**
- **Unpaid Water:** 526 parcels — **\$410,694.79**

Prepared by:

Leonora Liz, Treasurer

Attachments:

1.	Leonora Liz BOE request re-levy water and sewer 2025
----	--



DEPARTMENT OF FINANCE

City Of Middletown

Leonora Liz
Treasurer

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

November 2025

To: The Board of Estimate

From: Leonora Liz, Treasurer

I am requesting from the Board of Estimate authorization to re-levy 2024 water and sewer delinquent bills into the 2026 real property tax bills in the following amounts:

Unpaid Sewer: 524 Parcels = \$291,712.75

Unpaid Water: 526 Parcels = \$410694.79



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 317-25

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 Authorizing the Re-L Levy Of 2024 Miscellaneous Delinquent Bills onto The 2026 Real Property Tax Bills

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and is hereby authorized to re-levy the 2024 miscellaneous delinquent bills onto the 2026 real property tax bills in the following amount:

- **Unpaid Miscellaneous Bills: 86 parcels — \$28,993.51**

Prepared by:
 Leonora Liz, Treasurer

Attachments:

1.	Leonora Liz BOE request re-levy misc 2025
----	---



DEPARTMENT OF FINANCE

City Of Middletown

Leonora Liz
Treasurer

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

November 2025

To: The Board of Estimate

From: Leonora Liz, Treasurer

I am requesting from the Board of Estimate authorization to re-levy 2024 Miscellaneous delinquent bills into the 2025 real property tax bills in the following amounts:

Unpaid Miscellaneous Bills: 86 Parcels = \$28,993.51

Sincerely,

Leonora Liz



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 318-25

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 Approving The 2026 Young Explosives Fireworks Exhibition Agreement

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and hereby approves the Young Explosives Fireworks Exhibition Agreement for the 2026 fireworks display, and authorizes the Mayor to execute the 2026 agreement on behalf of the City.

The 2026 fireworks display will be held on **Wednesday, July 1, 2026, at Fancher Davidge Park**, and funding for this event **has been budgeted.**

Upon consultation with Corporation Counsel **Mr. Smith**, this service is deemed a **professional service**, and therefore procurement requirements have been met.

Prepared by:

Maria Bruni, Director of Economic and Community Development

Attachments:

1.	Board of Estimate Fireworks 2026
2.	Young Explosive Agreement

CITY OF MIDDLETOWN
Office of Economic & Community Development

November 18, 2025

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

RE: 2026 Fireworks Display

Dear Members:

I am requesting the approval of Young Explosives Fireworks Exhibition agreement and to authorize the Mayor to sign the 2026 agreement.

The 2026 fireworks display will be held on Wednesday, July 1, 2026 at Fancher Davidge Park. This is a budgeted item.

Upon consultation with our corporation counsel Mr. Smith this service is deemed as a professional service.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

YOUNG EXPLOSIVES CORPORATION

Fireworks Exhibition Agreement

This agreement made this 17th day of November, 20 25 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

City of Middletown

16 James Street

Middletown NY 10940

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Fancher-Davidge Park 158-170 Lake Ave. Middletown, NY

on the date of Wednesday July 1, 20 26 in a location to be designated by the customer and approved by Young.

Young and customer are collectively referred to as the "Parties".

The Parties hereto mutually agree, one with the other, as follows:

1. Exhibition of Fireworks Display

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, attached hereto and incorporated herein by reference thereto (the "Fireworks Display"). The Fireworks Display shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the Fireworks Display in a safe and artistic manner. Young guarantees that the Fireworks Display will be performed pursuant to industry standards and in accordance with specifications outlined in this Agreement and in any approved addendums signed by Young and the customer. Young reserves the right to substitute products of equal or greater value if necessary to fulfill this Agreement.

2. Spectator Control

The customer agrees to furnish at its own expense sufficient area for the display, including a minimum area spectator set back at all points from the discharge area, which is satisfactory to Young. The customer further agrees at its own expense to set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to prevent spectators from entering the display area to protect Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the Customer if noted in Section 11 of this Agreement or if requested in writing by the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

- a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

- a) In the event that weather is such that Young, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the Parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the customer and Young reach a mutually satisfactory postponement time and/or date which is within 7 days of the original display date, Young agrees that the postponement shall be made with *no extra charge*. If a satisfactory postponement cannot be reached, then this Agreement shall terminate and the customer will remain responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, the cost of the insurance and the cost for special work and for nonrefundable fees outlined in this Agreement.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be *no charge*. However, customer is responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- d) In the event that the customer chooses to cancel this Agreement, it shall do so by written notice delivered personally to an authorized representative of Young or sent by regular or certified mail, or by national overnight courier service, or by facsimile

addressed to Young Explosives Corp. P.O. Box 18653, Rochester, NY 14618 or such address as Young may from time to time specify by written notice to the customer. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or sent by facsimile; or (ii) one day after it is sent, if sent by overnight courier; or (iii) three days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by first class mail, postage and charges prepaid; or (iv) on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

6. **Terms of Payment**

a) The customer agrees to pay Young, or his agent, the total sum of Seventeen Thousand Dollars for the Fireworks Display plus the cost of insurance set, the cost of special work, and the cost of nonrefundable fees outlined in this Agreement to the extent not otherwise paid. Full payment shall be due as follows; check the box that applies:

Night of the Exhibition, or on See Section (e), 20 26.

b) In the event of customer's failure to pay when due all sums due Young under this Agreement, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees. In addition, the customer agrees to pay interest at the rate of 1 ½ % per month on any delinquent balance which is not paid until paid in full.

7. **Counterpart Execution; Electronic Signatures**

This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

8. **Headings**

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. **Entire Agreement**

This Agreement for the Fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings, whether oral or written, regarding the subject matter hereof.

10. **Amendments; New York Law**

This Agreement cannot be modified or rescinded except by a written instrument signed by the Parties. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

11. **Miscellaneous**

(a) **Customer Contact Name(s) and Information**

1. Name: Maria Bruni

Home/Work: 845-346-4170 W

Cell: 845-344-7515

Email: mbruni@middletownny.gov

2. Name: Andres Witkowski (Fire Inspector)

Home/Work: _____

Cell: (845) 741-6116

Email: awitkowski@middletownny.gov

(b) **Contact Night of Display**

Name: Maria Bruni

Cell: 845-344-7515

Time of Display: 9:30 call per Maria AM PM

(c) **Send Invoice to:**

Name: Maria Bruni

P.O. #: SPLIT PAY INVOICE

Email: mbruni@middletownny.gov

(d) **Insurance Information**

Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. **Customer is responsible for providing all information needed for full insurance coverage.**

City of Middletown, NY

(e) Customer Requests

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the display is a surprise for someone), etc.

Send permit documents to; Andrew Witkowski (Fire Inspector) awitkowski@middletownny.gov

SPLIT PAYMENTS

\$8,500. due 2/1/26 & balance of \$8,500 due 7/1/26 night of exhibition

YEC to send invoice 30 days prior for BOTH payment due dates

(f) Permits

Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

Young to apply for the Permit(s) on Customer's behalf.

Customer to pay the amount of _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

ADD the above permit costs to the display price on the front of contract.

INCLUDE the above permit costs in the display price on the front of the contract.

Total sum \$ 17,000.00 Dollars

The parties sign below:

**Young Explosives Corp.
Display Fireworks**

(800) 747-1781

(585) 394-1783

(585) 396-2663 Fax

P.O. Box 18653

Rochester, NY 14618

www.youngexplosives.com

E-Mail: fireworks@youngexplosives.com

Robert A. Kesel

Young Explosives Corp.

Executive Sales Director

Title

Mayor

Title

Customer

Joseph M. DeStefano

(Please Print Name)

**This contract qualifies for the
10% in ADDITIONAL
FIREWORKS
if contract is signed and received in
the YEC office on or before Friday,
November 21, 2025 by 2:00pm.
Contracts may be physically mailed,
faxed, or emailed.
Send all 3 pages of the contract.
(Not valid for July 2nd, 3rd, and 4th
2026)**



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No: 319-25

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 Authorizing a Public Hearing on a Zoning Change at 137 Linden Ave

BE IT RESOLVED, that the Common Council of the City of Middletown will hold a Public Hearing on Tuesday, December 2, 2025, at or as near to 7:30 PM as possible in the Common Council Chambers, City Hall, 16 James Street, Middletown, NY, to hear any and all persons wishing to be heard regarding a proposed zoning change for 137 Linden Avenue.

Copies of the proposed zoning change legislation are available on the City website and in the **Office of the City Clerk, 16 James Street, Middletown, NY.**

Prepared by:

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
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Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Introduction of Local Law #3 of 2025: A Local Law Increasing the Term of Office of The Director of The Office of Economic and Community Development

Section 1. Purpose of this Enactment.

The purpose of this enactment is to increase the term of office of the Director of the Office of Economic and Community Development

Section 2. Section 11 of the Charter of the City of Middletown is hereby amended by adding a second sentence thereto, to read in its entirety as follows:

Notwithstanding the first sentence of this Section, effective January 1, 2026, the term of office of the Director of the Office of Economic and Community Development shall be three (3) years.

Section 3. Severability.

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

Section 4. Effective Date.

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

Prepared by:

Attachments:

1.	Local Law 3 - 2025 - Term of Director OECD
----	--

LOCAL LAW #_ OF 2025

A LOCAL LAW INCREASING THE TERM OF OFFICE OF THE DIRECTOR OF THE OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT

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

Section 1. Purpose of this Enactment.

The purpose of this enactment is to increase the term of office of the Director of the Office of Economic and Community Development

Section 2. Section 11 of the Charter of the City of Middletown is hereby amended by adding a second sentence thereto, to read in its entirety as follows:

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Section 4. Effective Date.

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



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: November 18, 2025
 Index No:

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

Richard P. McCormack
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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 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