

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
NOVEMBER 18, 2025 - 7:15 PM
COMMON COUNCIL CHAMBERS

[IGNORE_INDENT]

1. ROLL CALL
2. APPROVAL OF MINUTES
3. NEW BUSINESS
 - 3.1. Authorization to approve the 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.

3.2. Authorization to Re -levy 2024 Water/Sewer Delinquent Accounts to the 2026 Tax Roll

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 = \$410,694.79

3.3. Authorization to Re-levy 2024 Misc Delinquent Bills to the 2026 Tax Roll

Requesting from the Board of Estimate authorization to re -levy 2024 Miscellaneous delinquent bills into the 2026 real property tax bills in the following amounts:

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

- 3.4. Authorization to Approve the Young Explosive Fireworks Exhibition agreement
- 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.

- 3.5. Authorization to Amend Original Resolution to Accept Donation for the Emergency Food Assistance Program

Request to Accept Donations for the Emergency Food Assistance Program

Please accept donations totaling \$630 for the Emergency Food Assistance Program. These funds will be used to purchase food gift cards for individuals and families experiencing financial hardship as a result of the government shutdown and delays in receiving SNAP benefits.

It is requested that the \$630 in donations be deposited into **revenue line 2705.00 – Gifts and Donations**, and that **expense line 7020.00 – Use of Recreation Donations** be increased accordingly to allow for the purchase of food gift cards. Thank you,

- 3.6. Resolution Accepting a \$1,140 Donation for the Middletown Fire Department

Be it resolved **that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment** and hereby accepts a check in the amount of **\$1,140.00** from **Latitude Digital on behalf of Ford Motor Company**, representing proceeds from the test-drive fundraiser held in September; and

Be it further resolved that the 2025 General Fund Budget be amended as follows:

Action	Account #	Description	Amount
Increase	A.3410.492	Firefighter Recognition	\$1,140.00

Be it further resolved that said funds shall be deposited into the above-referenced account.

4. WATER/SEWER/LAWN MAINTENANCE ADJUSTMENT
5. ADJOURNMENT



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



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
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

Customer

Joseph M. DeStefano

(Please Print Name)

Mayor

Title

**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)**

81 East Main Street
Middletown, NY 10940
www.MiddletownFireDept.com



Phone: 845-344-5003
Fax: 845-344-5031
Facebook.com/MiddletownFireDepartment

Robert Brady
Chief Engineer
City of Middletown Fire Department
81 East Main Street
Middletown, NY 10940

November 18, 2025

Board of Estimate
City of Middletown
16 James Street
Middletown, NY 10940

The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to accept a check from Latitude Digital on behalf of Ford Motor Company for \$1,140.00 as a result of the test-drive fundraiser held in September. We request the monies be accepted into the account as follows:

INCREASE	A.3410.492 FIREFIGHTER RECOGNITION	\$1,140

Sincerely,

Robert Brady
Chief Engineer
City of Middletown Fire Department
E: MFDChiefBrady@MiddletownNY.gov
C: (845) 742-1228

Robert Brady, Fire Chief
Randy MacLean, 1st Asst. Chief • Nick Elia, 2nd Asst. Chief • Kevin Predmore, Sr., 3rd Asst. Chief
Andrew Green, Secretary, William R. Kelder, Treasurer
Monhagen Eagle Excelsior McQuoid Phoenix Ontario Waalkill IAFF Local 1027