



**CITY OF MIDDLETOWN  
COMMON COUNCIL MEETING AGENDA  
DECEMBER 2, 2025**

[IGNORE\_INDENT]

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
  - 3.1. Accept the Minutes of November 18, 2025
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: Rezone 137 Linden Avenue from an OR-2, Two-Family Owner-Occupied District to an UR-3 Multiple Residence District
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
  - 321- Resolution Amending Chapter 475-6 to Rezone 137 Linden Avenue from an OR-2, 25 Two-Family Owner-Occupied District to an UR-3 Multiple Residence District
  - 322- Resolution Amending City Code Chapter 430-17 Establishing Updated Senior 25 Citizen Tax Exemption Income Limits
  - 323- Resolution Authorizing a Renewal Agreement with Nearmap 25

- 324- Resolution Authorizing a Renewal Agreement with Marshall + Sterling  
25
- 325- Resolution To Accept Stop DWI Third Enforcement Period Funding From the  
25 County of Orange
- 326- Resolution To Accept Anti-Violence Initiatives Funding For the City of  
25 Middletown Police Department for 2026-2027
- 327- Resolution Authorizing an Agreement with Denise McAteer To Purchase Property  
25 Owned By The City On Route 211 In The Town Of Wallkill (SBL 49-1-32)
- 328- Resolution Authorizing a Proposal from Barton & Loguidice for Additional  
25 Engineering And Architectural Services For The Courthouse Project
- 329- Resolution Authorizing an \$85,200 within the 2025 Fire Department Budget  
25
- 330- Resolution Authorizing a Budget Transfer Within The 2025 Landfill Operating  
25 Budget For Odor Control System Carbon Replacement
- 331- Resolution Authorizing a Transfer from The General Fund for Paving Work On  
25 Lawrence Kolb Drive At The State Hospital
- 332- Resolution Authorizing a Budget Transfer Within The 2025 Water Fund for  
25 Chemical Costs
- 333- Resolution Authorizing Budget Transfers Within The 2025 Sewer Fund For  
25 Replacement Of A Failed HVAC Unit At The Sewer Treatment Plant
- 334- Resolution Authorizing Water Withdrawal Permit: CDM Smith Amendment #3 –  
25 Additional Professional Engineering Services
- 335- Resolution Authorizing Acceptance of A Draft Proposal From Clark Patterson Lee  
25 (CPL) For The Replacement Of The City Police Department Building Roof

13. LOCAL LAWS

- LL3- Local Law #3 Of 2025: A Local Law Increasing the Term of Office of The Director  
25 of The Office of Economic and Community Development
- LL4- Local Law # 4 of 2025: A Local Law Increasing the Salaries of The Mayor,  
25 President of The Common Council, And All Aldermen on The Common Council

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: December 2, 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 18, 2025**

Accept the Minutes of November 18, 2025

Prepared by:  
 Rick McCormack, City Clerk

**Attachments:**

1.	11.18.25 CC Minutes
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COMMON COUNCIL MEETING  
CITY OF MIDDLETOWN  
November 18, 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: -- to the flag of the United States of America, and to the republic for which it stand, 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 Witt?

ALDERMAN KEVIN WITT: Here.

CLERK RICHARD MCCORMACK: Alderman Masi?

ALDERMAN JOSEPH MASI: Here.

CLERK RICHARD MCCORMACK: President  
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK RICHARD MCCORMACK: Quorum is  
present.

PRESIDENT J. MIGUEL RODRIGUES:  
Approval of minutes?

ALDERMAN JOSEPH MASI: So move.

PRESIDENT J. MIGUEL RODRIGUES: I have  
a motion by Alderman Masi. Do I have a second?  
Alderman Witt? All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES:  
Correspondence?

CLERK RICHARD MCCORMACK: Yes. We have  
a correspondence this evening from the mayor. I  
propose that the City of Middletown adopt the  
same sliding scale senior exemption levels as  
Orange County, specifically adjust the city  
senior exemption sliding scale to 50 percent and  
down to 5 percent, increase the income  
eligibility range to 29,000 for a 50 percent  
exemption up to \$37,399 for a 5 percent  
exemption. Aligning with the County ensures

consistency, fairness, and greater financial relief for eligible senior homeowners within the city.

Rationale. 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.

Regional consistency. Matching Orange County's levels simplifies eligibility for residents and reduces confusion among taxpayers who navigate both county and city exemptions.

Cost of living considerations. The current city thresholds have not kept pace with inflation of regional or regional cost-of-living increases. Updating them reflects present-day economic realities.

Support for aging in place. Providing additional tax relief supports the city's border goals of ensuring that older residents can remain active, stable members of our community. 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 counsel may introduce a local law

to amend the city code accordingly, including the required public-hearing process.

Raising the senior exemption to match Orange County is a fair and necessary step to support Middletown 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.

PRESIDENT J. MIGUEL RODRIGUES: Okay. We'll forward it to the committee and we'll address it in our next meeting. Any correspondence? Is that it?

CLERK RICHARD MCCORMACK: That's it for this evening.

PRESIDENT J. MIGUEL RODRIGUES: Okay. For the good of the city, do we have any speakers?

CLERK RICHARD MCCORMACK: Kevin Gomez.

PRESIDENT J. MIGUEL RODRIGUES: Okay. Thank you.

KEVIN GOMEZ: Good evening. I just

want to say that as we get ready for the Thanksgiving season to express as a resident of our city my appreciation for two public servants who will be leaving the council, my Alderman Gerry Kleiner and 4th Ward Alderman Sparrow Tobin. I mean, two true and good faithful servants.

Alderman Kleiner, a voice of conscience for our democracy, and Alderman Tobin for dedicated to all the endeavors before him. So thank God for both of your service and for being exemplary members of the council, as are all members of the council, but thank you and best wishes in all future endeavors.

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

MAYOR JOSEPH DESTEFANO: Leonora is going to do the budget highlight presentation. In regards to the senior exemption, I give credit to our City Assessor Marianne Feely. She came up with the suggestion.

I do have the comparisons with other cities and towns throughout the county. I know Alderman Witt responded with an email today with some questions, and all of you were included on

that. Hopefully that answered most of your questions. Other than that, I have nothing, and other -- and enjoy Thanksgiving. We're not going to have another meeting Thanksgiving, are we?

PRESIDENT J. MIGUEL RODRIGUES: Nope. Next one is December.

ALDERMAN SPARROW TOBIN: No, Joe.

ALDERWOMAN GERALD KLEINER: Time's up.

MAYOR JOSEPH DESTEFANO: So have a happy Thanksgiving.

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

MAYOR JOSEPH DESTEFANO: Okay.

PRESIDENT J. MIGUEL RODRIGUES: All right. Remarks of department heads?

ALDERMAN JOSEPH MASI: What about Leonora?

PRESIDENT J. MIGUEL RODRIGUES: I don't see -- relax. It's city treasurer.

LEONORA LIZ: Good evening, everyone. In front of you, you have the 2026 budget highlight presentation. One of the resolutions tonight is to approve and adopt the 2026 budget. Here we have some comparatives. You have the -- this is only for the general fund. The

operations 2025, it was 8,155,000. For 2026, we're proposing 8,382,000. Special items for 2025, a million 502, for 2026, a million 898. Personnel services, 20,443,000; 2026, 20,428,000.

The employee benefits budget for 2025 was 17,051. For 2026, we're proposing 18,220,000. Debt service, 3.2 million for 2028 -- 2000 -- oh, excuse me, 2025. For 2026, we're looking at 3,800,000. So overall, the budget increase for 2026 is 52,728,000. So far, we have about 210 employees to date.

The next slideshow, this is a highlight of our employee benefits. It reflects a portion of our budget, which is 34 and 55 percent of the budget. So for 2025, the total was 17,051. It was 33 percent, 34 percent. For 2026, it's 18,219. So you'll see it's fairly comparative to this year's budget.

This slideshow speaks on our revenue, which is the tax cap. So for 2026, the tax levy is within the tax cap. In 2025 -- for 2025, the -- this is just an estimated for 2026. 2025, the tax cap per rate per 1,000 was 98.34. 2026, we're estimating about 100.35. That might go down slightly. The county has not proposed their

budget yet. So once those totals are finalized, I will be able to update those totals.

Estimated average household in 2025, 3,142. For 2026, we're estimating 3,176. That's a \$32.71 difference. So one percent difference. The water/sewer rate per 1,000 gallons, the proposed rate is \$18.72. It's a \$.46 difference from 2025. So that's a 2.5 percent increase.

The 2025 tax levy is \$23,936,554. For 2026, we're proposing \$24,557,093. So essentially, for the most part it's in comparative to this year's around the same with minor increases. About a four percent increase. Any questions in regards to the budget? I know the mayor mentioned a lot of the different things in the last meeting.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Leonora?

LEONORA LIZ: All right. So I just lastly want to thank the department heads and their staff and my finance staff that assist with the budget. This is a bit of a lengthy process and takes a lot of leg work to get it all into one document. So, thank you.

PRESIDENT J. MIGUEL RODRIGUES: Great

job. Okay. Economic development?

DIRECTOR MARIA BRUNI: Good evening, everyone. The tree is here. I'm sure you all seen it. It's amazing. I want to thank my team for fielding the calls and going on the tree searches and stuff. And then especially I want to thank everybody that worked on it this weekend to get it here.

Jacob, your department, Ross and his crew, were amazing. And it was just amazing getting the tree here and transporting it. We had donated services. Zach's Tree Care did the tree cutting. Freedom Crane was the crane operator. Helped the tree onto the truck that transported it, Regional Truck. And then this Saturday, Harry Rotolo and Son and the IBE Local 363 will be decorating the tree with LED lights.

And of course, next Friday, the day after Thanksgiving, is the big Christmas tree lighting and ceremony and parade, our 28th year. 28 years now that we've been holding this event. It is a true Middletown and downtown tradition. And again, thank you to everybody that makes this possible.

The event kicks off at 6 p.m. in Degnan

Square. The parade steps off at 6:30 down on North Street in the area of Garcia's Market. We have about the same amount of participants, if not a little bit more, participating in the parade, and it's just -- the man of the hour, Santa, will be here lifted to the tree by the fire department and get those lights turned on and start the holiday season in downtown Middletown.

And with that, resolution -- support resolution, let's just go into the 4th of July, July 1st next year. Look forward to your support on that so we could get that contract in and get some extra fireworks for a 2026 event. That's all I have for tonight.

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

ALDERWOMAN GERALD KLEINER: Yes. Hi, Maria. There is a special screening of Teenage -- the movie that was produced here in Middletown by Dr. Fred Isseks and others. Do you know about that?

DIRECTOR MARIA BRUNI: Yes. Absolutely. We've been working with Fred Isseks and the group. Teenage Wasteland was produced by

Fred Isseks, the teacher at Middletown High School, and his film department. And that movie has been going throughout the whole country. Sundance -- it won a Sundance Film Festival -- a bunch of film festivals. And the Middletown premiere is going to be right here at the Paramount Theater December 5th.

We're -- we have complimentary tickets. You could go online and go to the QR code and get tickets. I know Kevin, the school district has been helping with promoting. I believe Eileen told me we have almost 300 tickets already out for this --

ALDERWOMAN GERALD KLEINER: Wow.

DIRECTOR MARIA BRUNI: -- screening. And there's going to be a Q&A that evening with Fred and some other guests. So come see that movie. It's locally. You know, there's -- his students are in it, produced it, and it's going to be a great event.

Your two seconds of -- well, I hear the mayor utters two seconds of a shot at him at a planning board meeting but -- in the movie, so, yeah. So come on out and see that. That's December 5th. Friday, December 5th.

ALDERWOMAN GERALD KLEINER: Thank you.

DIRECTOR MARIA BRUNI: Yep.

PRESIDENT J. MIGUEL RODRIGUES: Okay.

DPW Commissioner.

COMMISSIONER JACOB TAWIL: Good evening, all. I will start off with the -- you know, every council meeting I start off with Alderman Masi about the reservoir levels and how much storage we have remaining. And this tradition has started when Alderman Council President Moson was asking the question every council meeting -- or Judge Moson, I should say, Council President Judge, and then especially during dry weather conditions.

And now Alderman Masi, he asked me to update entire council and our residents about the condition of our reservoirs. So that's why every meeting I open -- especially in dry weather, I open it with Alderman Masi, here is how much we have in storage.

So right now we have 73 percent of our reservoirs are full right now. We're way under in terms of our rain, our precipitation events. Based on an average since June, we've been below average and we're paying the price for it because

our reservoirs are dropping. So we are on standby to start skimming from Indigo in case the need arises at some point. We are ready for that. So just to let you know if it does happen.

The leaves pickup, the street department are doing great job with the leaves -- with picking up the leaves throughout from our streets. Have done Third, Fourth Ward, and now they are finishing up the First Ward, and we expect them to be in the Second Ward tomorrow or the day after.

So we've been going visiting the Second Ward anyway because usually they are the highest producers because of where they are of leaves. So we've been picking up periodically whenever they have any issues in the street. You know, there's too much leaves, we jump, and we go pick it up, and then continue.

Construction projects. The roofs for the street department garage is completed. Well, actually, it will be completed tomorrow. They've been working throughout the week, the contractor, to finish it to beat the weather. The water department, we have asbestos in there so they will start the asbestos abatement next week and

then we will continue with the roof replacement after that. So, again, they're going to be going seven days a week as well, the contractor.

The courthouse is moving very well, the construction. We have some issues in there that the court administration or their representative, they kept adding to the project, adding some costs to the project. And their IT people also, they come in and they start adding some stuff or changing stuff, changing walls. And we're waiting for some answers from them. So if we don't get the answers in a timely manner, which is very soon, there's going to be some delays in the project.

So otherwise, we expect to be on time to finish this project by the end of this year. After that, there is furnishing issue in there and the -- we're trying to resolve how the furnishing -- who's going to pay for it because the city never intended to pay for the furnishing of the new courthouse. It was always our understanding that they will be paying for it, they will get their own designers, they will get their own furniture, and they will pay for it, not us. Not the city. So that's an item to be

resolved yet. And it's not a small amount of money. It's about -- I believe it's about quarter of a million dollar.

The parking garage construction is moving finally forward. Some of -- some slope stability behind the new retaining wall, we had to cut that to slope a little bit more in there more than what we intended to. So the contractor will have to replace some material behind the new retaining wall, and that's only for slope stability and it is needed.

Yeah, so that's moving forward after long delay caused by Orange and Rockland. It was very disappointing how we had to jump through hoops with Orange and Rockland to get it done. I know some of Orange and Rockland, they listen to us, so it's rather disappointing. But other than that --

ALDERWOMAN KATE WRAY: Orange and Rockland is always disappointing us.

COMMISSIONER JACOB TAWIL: No. Other than that, they work with us. Their bosses, honestly, they do try their very best to work with us all the time, whether it's paving or what have you. But this one I was disappointed.

Speed humps, we installed with the mayor, consultation with the mayor and visiting with some people. We installed two more speed humps at Magnolia Park. They were installed last week. And we checked on them. They're functioning very well.

Item Number 6 is the watershed protection. We're almost at the end of our \$6 million grant for watershed purchasing around the Shawangunk Kill. And we have one -- we have two more properties we are in negotiations with at this time and hopefully we'll get them done before May next year because that will be the end of the grants that we have.

Now, part of the requirement, as everybody knows, the DEC, they want this property to be forever green. And if there are any structures in there, they have to be demolished by the city once we purchase them. So the horse farm right by the Kinch Reservoir, it's -- it was very high-yielding of nutrients that were going to the water and will promote algae growth and would promote problems for us and pollution in our water because we take most of our water from Kinch Reservoir.

And so it was a priority for us to purchase that farm, the horse farm, and we did. And now we had to take the buildings down. The contractor told Brian Smith, our deputy commissioner, that he will charge around \$1 million to demolish all these structures in there; barns and buildings and grooming house and everything they had in there.

So the water and sewer department, they've done it themselves. They rented an excavator. I'm just telling people what we go through in here in order to save money rather than taking the easy way out, getting the contractor here, go do it, and here is the money. And the money is not funded by the grant. It has to be funded by the city.

So we've done this work. Our water and sewer department did this work for about \$70,000 versus \$1 million that a contractor would have charged us for it. So that's tremendous, and we've done that in many, many other occasions where the -- our guys stepped up and they saved the city hundreds of thousands of dollars. And probably over the years it's millions by doing the work themselves.

With that, Tim McCarey of McCarey's Landscaping, he stepped up and he donated all the hydroseeding for that farm. So whatever land we disturbed, it has to be hydroseeded and -- so that we will have some vegetation growing in there and we will not have silt and sediment go into the stream, which will be counter-productive for us. So we thank Tim McCarey very much for his generosity in helping us out with this.

The other item is the -- last night, you know about the water main break that took place. And this is the major loop in the low-pressure system. Low-pressure system is about two-thirds of the City of Middletown, which is we have a 12-inch line that goes around the city in a loop in there, and that is the line that broke. And that's why Alderman Jude in there he had some problems with the low pressure.

The police department had so many complaints and calls about low pressure, water not available, and all that stuff. So I encourage people -- Jeff -- Lieutenant Jeff Thoelen from the police department, he jumped in and he issued another Nixle. So that -- another message out, so to alert people that, yes, we

know about the slow water pressure. You know, please, you know, just bear with us because they were overwhelmed at the police department with phone calls.

So we did send a message earlier. The police department jumped in and they helped us out, and they sent another message during the break, and that quieted people down. So I encourage people to go on our website, and I'm sure Rick will do that public notice again and advise people how to register for that text message. It's very convenient. Then you know exactly what is going on in the city, whether it is emergency, whether it is festivity, whatever it is. Any construction activities, gas leaks, whatever it is, please do register for that. It's very helpful.

And the ornamental lights. Part of the traffic operation in there, we had to cut some work out. Part of it was to replace ornamental lights through the -- throughout the city of Middletown. It was for about \$800,000. So we had to cut some work out of that grant -- out of that contract, which we did. And Maria and Katelyn, they were able to get a grant from the

state for about either 250 or -- 250 or 400?

What?

DIRECTOR MARIA BRUNI: 500.

COMMISSIONER JACOB TAWIL: \$500,000 in there. And we purchased -- we put it out for bid. We purchased the lights that they wanted, and they are now installed. Harry Rotolo came in and installed them. Of course we're going to pay him for it. But that work has been completed too, and that was part of the traffic operation project, part of the original design that we had to cut out because -- to save some money.

And Maria and Katelyn, they were able to get a grant in there that will get the new lights and now all brand-new lights throughout downtown and throughout the district.

I have some pictures to show you, but I'll show you next time because I think I talked for too long, and Alderman -- council president will start -- I'll start losing him.

PRESIDENT J. MIGUEL RODRIGUES: Thank you.

ALDERMAN JOSEPH MASI: I didn't say anything.

PRESIDENT J. MIGUEL RODRIGUES: Any

questions for Jacob?

ALDERMAN JOSEPH MASI: I didn't even --

PRESIDENT J. MIGUEL RODRIGUES: All right. Thank you, Jacob.

ALDERMAN JOSEPH MASI: I didn't text anything.

PRESIDENT J. MIGUEL RODRIGUES: Senior director?

DIRECTOR JULISA SIERRA: Everybody, I just want to say that the senior center is up and moving and very busy. We were very busy this week. We actually just had our first holiday trip today, and we will be having our international Thanksgiving feast on Thursday. So we will be serving over 100 seniors in the community. They will be dining with us.

If any of you would like to stop by, you're more than welcome. We do all of the cooking. And I've been told I cook good, so come on down and partake with us. And I just want to thank you all and wish you all a happy Thanksgiving as well with your families. We have a lot to be thankful for, a lot to be grateful for, and it's a good opportunity to go through those thoughts and really weed out all the

negativity and put positivity and really care for one another. So I think that's a perfect time to do that.

Also, we have a newsletter. I just wanted to show you all what we put out every month. In this newsletter, we have all the information, not only what's happening in our senior center, but also what's happening in the community. So I encourage all the seniors that haven't done so to enroll. It's a free subscription. You don't have to be a senior. You could also enroll yourselves so you know what we're doing, what's going on, and what's new to come.

We have already a tentative list for next year of trips and travels, some overnight, which I won't be going on, and some on daytrips. So there's a lot of opportunity for seniors. We also are welcoming two new programs to the senior center.

We will beginning -- beginning December 10th, we're starting a pet therapy. It's in collaboration with the Orange County Office for the Aging. And that will consist with a friend pet Cora, a dog, and she will be offering some

pet therapy along with Mr. Hal Marcus will be presenting a topic to help seniors with coping grief, ailments. Cold weather keeps a lot of people inbound, so we're trying to promote people to come out and feel better and stay healthy. And we will also be introducing mindful meditation.

It's a little bit different than yoga. It's more of like breathing techniques and also topics to help with any different things that we're going through. So we're up and moving, and we're staying busy, and the senior department is on the growth. That's all I have for tonight.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the senior director? Okay. Thank you.

DIRECTOR JULISA SIERRA: Okay.

PRESIDENT J. MIGUEL RODRIGUES: Police chief.

DIRECTOR JULISA SIERRA: Thank you.

CHIEF JOHN EWANCIW: Good evening. Just a few items. This past weekend into this week, we partnered with the school district. So I want to thank them for their partnership once again. We used some of our anti-violence SNUG

grant money to sponsor anti-violence assemblies throughout the high school and the middle schools. We actually hired a gentleman. He owns a company, and he's actually raised here in Middletown. Grew up in Middletown, went to Middletown schools, George Vega.

So when we met with him, we realized that he has a connection to Middletown, and we're hoping that his experience, his life story could resonate with some of our youth and hopefully point them in a better direction for those that need to go in a better direction. So I want to thank George and the school for allowing us to partner with them and bringing that great message into the school.

This past Monday we had five new hires start, so I'd like to thank the police commission and everyone that supported that. Joining our department this past Monday was Hugo Rodriguez Espinosa, Jonathan Weinrich, Victoria Garity, and Michael Warden. So we welcome them. Two of them are certified police officers already, so they're going to start their field training, and the other three started the police academy on Monday. Actually, they started last Monday. They started

at the police academy this Monday.

Also, last week at the police commission meeting, the police commission did promote Sergeant Regino to Lieutenant Regino, and Police Officer Rob Monaco to Sergeant Rob Monaco. So I think them for their support, and I congratulate both of them.

Other than that, I'd like to wish everyone and their family a happy Thanksgiving. And unless you have questions for me...

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the police chief? All right. Thank you, Chief. Recreation, superintendent of recreation.

RAELYN BERTHOLF: Good evening. Just want to go over some of the programs that we're offering now that fall is ending and we're starting to push into winter. Our free programs, we have teen open gym, youth open gym, music for littles, story time, and sensory time. Our youth paid programs, we have art classes, basketball clinics, boxing clinic, cheerleading clinic, soccer clinics.

New programs, strength, and conditioning. And we are registering for our

winter break program for the two weeks that the kids have no school. We're going to run a camp one week, and then the next week. Adult paid programming, we have Get Fit with Coach Darilyn, soccer, volleyball, knockout workout, boxing club, and pickleball.

Program that we have for everyone just went up is a gingerbread house contest. Groups of threes for \$20 and there's going to be trivia involved to get more icing and candies to decorate your gingerbread house. So we're looking forward to have intergenerational coming together to do the gingerbread house contest.

We just had our two successful bus trips, one to Disney on Ice and the other one to the Radio City Rockettes. And this past Saturday we had a boxing expo. It was incredible. A lot of our -- the majority of our boxers don't compete. They just go to train. So they all got an opportunity to show their families and friends who came their skill and their craft, what they've been working on.

So it was incredible to see all the youth there who just train Monday through Thursday, two hours, and no one actually gets to

see what they do, that they got to showcase that at the boxing expo. So that was a great event. Any questions?

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Raelyn? All right. Thank you. City clerk.

CLERK RICHARD MCCORMACK: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for our city clerk? Alderman Kleiner.

ALDERWOMAN GERALD KLEINER: Thank you. Would you tell us a little bit about the outage today and the -- it was a nationwide outage, or what? Did the -- you said the website was down and...

CLERK RICHARD MCCORMACK: Yeah. So this morning around 7:30, Cloudflare, which is an intermediary between the -- where the website initiates from and where it goes to was down. Other platforms such as ChatGPT, Twitter, X, whatever you want to call it now, was also down. City of Newburgh website was down. Nothing that the city can control.

Cloudflare was back up by 10, but they did experience some intermittent problems for the

rest of the day. But they -- according to news reports, they were not hacked. It was a latent bug that they were not able to find during testing.

ALDERWOMAN GERALD KLEINER: Okay.

Thank you.

CLERK RICHARD MCCORMACK: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Anyone else? All right. Public hearings and grievances?

CLERK RICHARD MCCORMACK: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES: All right. NO petitions and complaints. Remarks of alderman. Alderman Tobin?

ALDERMAN SPARROW TOBIN: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES:  
Alderman Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES:  
Alderman Johnson?

ALDERMAN PAUL JOHNSON: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES:

Alderwoman Wray?

ALDERWOMAN KATE WRAY: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Kleiner?

ALDERWOMAN GERALD KLEINER: I have something this evening. Our constituents meeting will be -- for the Second Ward will be December 8th. And I'm going to say at this meeting and next meeting because Chief Ewanciw has graciously consented to come to the meeting, and a lot of questions that were asked, I think only he and maybe the traffic officer can answer. So we look forward to that.

I want to thank the Elks Club. The Veterans Day ceremony was very nice. They mayor spoke, and they do that every year. It's in the Second Ward, so we thank them for that.

I also want to mention that the warming station opened on November 1st this year, and it's been damn cold. So -- and the wind's been miserable at night. So I'm really glad that they did that, and I thank them for that. The training dates that -- for getting volunteers

starting a 7 p.m. tomorrow, November 19th at 7 p.m. That'll be at the Mulberry House warming station, December 1st, December 9th, and then January 6th and 26th. I will repeat those later, but if there's any chance you could volunteer, those are the nights to go and see what it's all about.

I want to thank ahead of time the people who donated to the emergency food relief. I want to thank Senator Skoufis for the grant for next year's night out. And basically, I just want to wish everyone a happy Thanksgiving. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Okay. Alderman Witt?

ALDERMAN KEVIN WITT: Thank you. Just one thing. I would like to invite our community and members of this council to watch or see the -- our annual thing that we've done with the Recreation and Parks Committee and connected to the department where Raelyn presents kind of a year-end review and talks about what's coming and what's unique. And we've got a little taste of it tonight.

President Rodrigues was in favor of

this a couple of years ago, and now this will be the third year. So it's worth watching because you get to see all the great things that are happening here. Thank you very much.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Masi?

ALDERMAN JOSEPH MASI: Gerry, with that delay this morning, Rick finally taught me how to remote-start my car. I couldn't. So I had to walk here to work. Anyway, number one, for all the voters that went out and did vote, thank you very much. Your voice was heard and we'll move forward from here.

Number two, I'd like to introduce Local Law Number 4. It's required that the local law must be formally introduced and aged. It will be on the agenda for consideration and possible adoption at our next meeting, which I believe is December 2nd. And finally, happy Thanksgiving to everyone, and I hope you all have a wonderful time. Thank you.

ALDERMAN PAUL JOHNSON: Okay. New business.

CLERK RICHARD MCCORMACK: Good evening. We have a resolution sponsored by Alderman Masi

authorizing a transfer within the 2025 budget to cover an overage in special programs and personnel services.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi. Seconded by Alderman Witt. 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? I'm sorry. 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. Old habits die. Hard. Resolution sponsored by Alderman Jean-Francois authorizing a \$1,000 transfer in the 2025 Street Department budget.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: 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 the acceptance of Stop DWI  
enforcement funding from the County of Orange for  
the second enforcement period.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Tobin. Seconded  
by Alderman Witt. 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: 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 in accepting the -- an appropriation of insurance recovery funds for the replacement of a police department vehicle.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: 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 Kleiner  
authorizing an agreement with the County of  
Orange for the 2025/2026 Stop DWI High Visibility  
Engagement Program.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-  
Francois?

ALDERMAN PAUL JOHNSON: Aye. Oh,  
sorry.

CLERK RICHARD MCCORMACK: Oh, I didn't  
hear you. I'm sorry.

ALDERMAN JUDE JEAN-FRANCOIS: I said  
aye.

CLERK RICHARD MCCORMACK: Aye.  
Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: 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 \$10,000 from Senator Skoufis for the National Night Out operating expenses.

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: 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  
accepting donations from Andrew Green, Anna  
Aguirre, Sarah Biaso, Howard Avery, and Ronald  
Saunders for the Emergency Food Assistance  
Program.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson.

Seconded by Alderman Tobin. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi authorizing a \$33,000 transfer within the 2025 Paramount budget.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Witt authorizing a \$1,665 transfer within the 2025 Community Development budget.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi adopting  
the 2026 general water and sewer budget.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: 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: Resolution

carries. Resolution sponsored by Alderman  
Kleiner authorizing a local match funding  
required for the DASNY Downtown Alleyway Project.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Masi. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderwoman Wray  
authorizing transfers within the 2025 police  
department budget.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderwoman Wray.

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: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Johnson authorizing an agreement with Frontier for internet services.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson.

Seconded by Alderwoman Wray. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: 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 the adoption of the City of Middletown's Family Medical Leave Family FMLA policy.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Jean-Francois.

Seconded by Alderman Tobin. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: 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 requesting the County of Orange to exempt properties of the City of Middletown from certain county real estate taxes.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Tobin. 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: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi authorizing an agreement related to financial transactions and other related arrangements for the O&W building project.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi. Seconded  
by Alderman Witt. 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: 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 re-levy of 2024 delinquent water  
and sewer bills onto the 2026 real property tax

bills.

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: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderwoman Wray

authorizing the re-levy of 2024 miscellaneous delinquent bills onto the 2026 real property tax bills.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderwoman Wray.

Seconded by Alderman Tobin. Any discussion?

Alderman Kleiner?

ALDERWOMAN GERALD KLEINER: I just wanted to thank Leonora Liz and her department for all the work they did financially, and I didn't say it, but for the budget resolution and everything. Thank you very much.

PRESIDENT J. MIGUEL RODRIGUES: Okay.

Anyone else?

ALDERWOMAN KATE WRAY: Agreed.

PRESIDENT J. MIGUEL RODRIGUES: 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: 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  
approving the 2026 Young Explosives Fireworks  
Exhibition Agreement.

PRESIDENT J. MIGUEL RODRIGUES:  
Resolution sponsored by Alderman Jean-Francois.  
Seconded by Alderwoman Wray. Any discussion?  
Boom. I mean, 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: 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 Kleiner  
authorizing a public hearing on the zoning change  
at 137 Linden Avenue.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderwoman Wray. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-  
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi authorizing the acceptance of a \$1,140 donation for the Middletown Fire Department.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: 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: Local  
laws.

CLERK RICHARD MCCORMACK: We have Local  
Law Number 3 of 2025, a local increasing the term  
of office of the director of the Office of  
Economic and Community Development.

PRESIDENT J. MIGUEL RODRIGUES: Okay.  
And second law. Alderman Masi?

ALDERWOMAN KATE WRAY: Oh, pick me.

PRESIDENT J. MIGUEL RODRIGUES: You  
have another one? You want to (indiscernible).

ALDERMAN JOSEPH MASI: You want to read

ALDERMAN PAUL JOHNSON: I thought it was introduced already.

CLERK RICHARD MCCORMACK: Do you want to put the title? Or how do you want to --

PRESIDENT J. MIGUEL RODRIGUES: Just introduce it.

ALDERMAN JOSEPH MASI: It was introduced already, Miguel.

PRESIDENT J. MIGUEL RODRIGUES: Under local laws it should be introduced.

CLERK RICHARD MCCORMACK: Okay.

ALDERMAN JOSEPH MASI: Yeah.

PRESIDENT J. MIGUEL RODRIGUES: So, you have it?

CLERK RICHARD MCCORMACK: Local Law Number 4 of 2025?

ALDERMAN JOSEPH MASI: Local Law Number 4 of 2025. You want me to read it?

ALDERMAN PAUL JOHNSON: It says 3.

CLERK RICHARD MCCORMACK: This is the --

PRESIDENT J. MIGUEL RODRIGUES: This is the introduction.

ALDERWOMAN KATE WRAY: 4.

CLERK RICHARD MCCORMACK: This is the

one from the floor.

PRESIDENT J. MIGUEL RODRIGUES: Just the introduction.

CLERK RICHARD MCCORMACK: Just the introduction.

ALDERMAN JOSEPH MASI: A local law increasing the salaries of the mayor, president of the common council, and aldermen on the common council.

PRESIDENT J. MIGUEL RODRIGUES: Okay. Thank you. Audit?

ALDERMAN JOSEPH MASI: Mr. President, I move the accounts be audited, the claim fee 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. 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: 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.

ALDERWOMAN KATE WRAY: So move.

(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: December 1, 2025



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

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-Levy Of 2024 Delinquent Water and Sewer Bills  
25 onto The 2026 Real Property Tax Bills
- 317- Resolution Authorizing the Re-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
- 320- Resolution Accepting a \$1,140 Donation for the Middletown Fire Department

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

LL4- Introduction of Local Law # 4 of 2025: A Local Law Increasing the Salaries of The  
25 Mayor, President of The Common Council, And All Aldermen on The Common  
Council

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi  
 Seconded by: Alderman Witt  
 Date of Adoption: 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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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
----	---------------------

## 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**



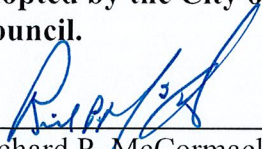
**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED


By: Alderman Johnson  
 Seconded by: Alderman Tobin  
 Date of Adoption: November 18, 2025  
 Index No: 306-25

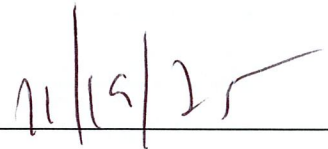
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			X

**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 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

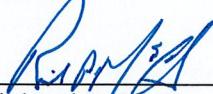


**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray  
 Seconded by: Alderman Kleiner  
 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.**

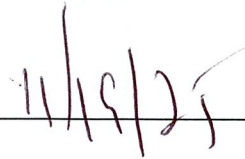
  
 Richard P. McCormack  
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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.

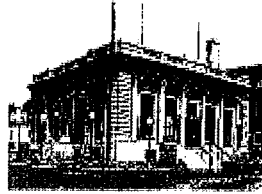
**BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and that said funds shall be deposited into the DCJS/Skoufis expense grant line for expenditure in 2026 as intended.**

Prepared by:  
John Ewanciw, Chief of Police

**Attachments:**

1.	SKOUFIS GRANT FOR 10000 NNO for 2026
----	--------------------------------------

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: Alderman Masi  
 Seconded by: Alderman Tobin  
 Date of Adoption: November 18, 2025  
 Index No: 320-25

**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	8			1

**I hereby approve the attached Resolution/Local Law.**

\_\_\_\_\_  
 Joseph M. DeStefano, Mayor

\_\_\_\_\_  
 Date

*11/19/25*

**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.

Prepared by:  
Andrew Green, Secretary

**Attachments:**

1.	Check Approval MFD
----	--------------------

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:

<b>INCREASE</b>	<b>A.3410.492 FIREFIGHTER RECOGNITION</b>	<b>\$1,140</b>

Sincerely,

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

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



CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner  
Seconded by: Alderwoman Wray  
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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

11/19/25

**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: Alderman Jean-Francois  
 Seconded by: Alderwoman Wray  
 Date of Adoption: November 18, 2025  
 Index No: 318-25

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	8			1

**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

11/19/25

**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, 2025 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, 2026 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 1/2 % 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

2. Name: Andres Witkowski (Fire Inspector)

Home/Work: 845-346-4170 W

Home/Work: \_\_\_\_\_

Cell: 845-344-7515

Cell: (845) 741-6116

Email: mbruni@middletownny.gov

Email: awitkowski@middletownny.gov

**(b) Contact Night of Display**

Name: Maria Bruni

**(c) Send Invoice to:**

Name: Maria Bruni

Cell: 845-344-7515

P.O. #: SPLIT PAY INVOICE

Time of Display: 9:30 call per Maria  AM  PM

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**

(800) 747-1777

(585) 394-1783

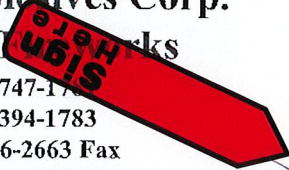
(585) 396-2663 Fax

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

*[Handwritten Signature]*

Customer

Mayor

Title

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)**

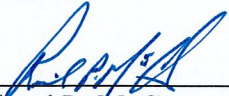


**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray  
 Seconded by: Alderman Tobin  
 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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**I hereby approve the attached Resolution/Local Law.**

  
 Joseph M. DeStefano, Mayor

Date 11/19/25

**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

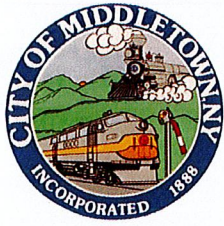
From: Leonora Liz, Treasurer

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

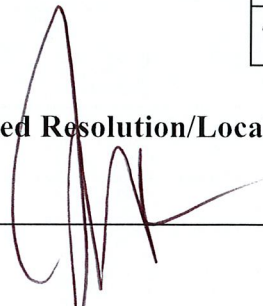
By: Alderman Johnson  
 Seconded by: Alderman Jean-Francois  
 Date of Adoption: November 18, 2025  
 Index No: 316-25

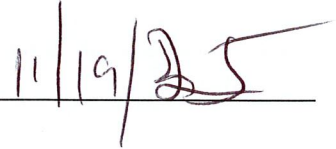
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 Richard P. McCormack  
 Clerk to the Common Council

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	8			1

**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

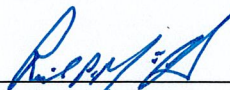


**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

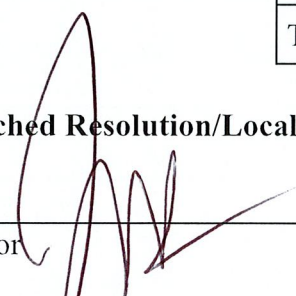
By: Alderman Masi  
 Seconded by: Alderman Witt  
 Date of Adoption: November 18, 2025  
 Index No: 315-25

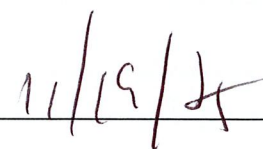
**I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.**

  
 Richard P. McCormack  
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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

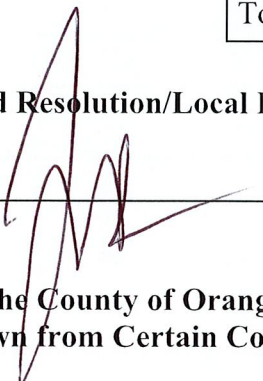
By: Alderman Tobin  
 Seconded by: Alderman Kleiner  
 Date of Adoption: November 18, 2025  
 Index No: 314-25

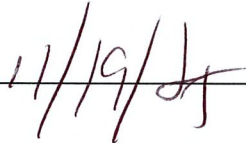
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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 11/19/25

**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:

<b><u>Town of Walkill</u></b>		
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

<b><u>Town of Mount Hope</u></b>		
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
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# County Legislature

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Kevin W. Hines, Chairman

Jean M. Ramppen, Clerk

255 Main Street – 2<sup>nd</sup> 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

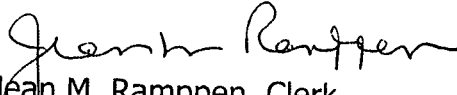
Dear Mayor DeStefano:

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

<u>MUNICIPALITY</u>	<u>LOCATION</u>	<u>TAX PARCEL NO.</u>
City of Middletown	Town of Wallkill	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
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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
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Village of Cornwall-on-Hudson	Town of Cornwall	31-1-15 29-1-54 29-1-50 4-2-56 32-1-17
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Village of Cornwall-on-Hudson	Town of New Windsor	65-1-20
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Village of Goshen	Town of Goshen	13-1-32.61 15-1-8 15-1-48 15-1-50
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	Town of Wallkill	61-1-43
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Village of Highland Falls	Town of Highlands	1-1-2
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Village of Kiryas Joel	Town & Village of Woodbury	213-1-64.1
	Town & Village of Woodbury	213-1-49
	Town & Village of Woodbury	202-1-19
	Town & Village of Woodbury	205-4-8
	Town & Village of Woodbury	999-7-2
	Town & Village of Woodbury	999-7-1
	Town & Village of Woodbury	247-4-16
	Town & Village of Woodbury	207-1-10.2
	Town of Monroe	2-1-20
	Town of Monroe	2-1-22
	Town of Monroe	2-1-23
	Village of Monroe	216-1-46.21
	Town of Cornwall	36-1-56
	Town of Cornwall	34-1-83
	Town of Cornwall	5-3-4.2
	Town of Cornwall	4-2-55
	Town of Cornwall	4-2-54
	Town of Cornwall	7-5-1
	Town of Cornwall	12-1-1.22
	Town of Cornwall	12-1-1.32
	Town of Cornwall	9-1-1.1
	Town of Cornwall	10-1-3
	Town of Cornwall	10-1-4
	Town of Cornwall	10-1-5
	Town of New Windsor	35-1-79.22
	Town of New Windsor	35-1-86.1
	Town of New Windsor	36-1-30
	Town of New Windsor	36-1-14
	Town of New Windsor	65-1-22.2
	Town of New Windsor	36-1-11
	Town of New Windsor	67-5-15
	Town of New Windsor	67-5-16
	Town of New Windsor	67-4-10
Town of New Windsor	67-4-13.1	
Town of New Windsor	999-1-186	
Town of New Windsor	999-1-187	
Village of Maybrook	Town of Hamptonburgh	3-1-6
Village of Montgomery	Town of Montgomery	28-1-63
Village of Tuxedo Park	Town of Tuxedo	213-3-12
Village of Walden	Town of Montgomery	10-1-4.21
		2-1-24.1
		2-1-24.21
		2-1-25.11




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

THE FOLLOWING WAS PRESENTED

By: Alderman Jean-Francois  
 Seconded by: Alderman Tobin  
 Date of Adoption: November 18, 2025  
 Index No: 313-25

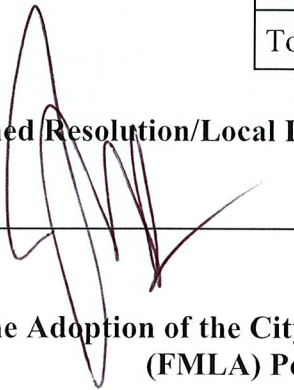
**I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.**

  
 Richard P. McCormack  
 Clerk to the Common Council

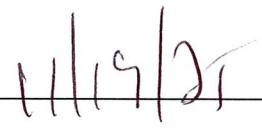
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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
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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: Alderman Johnson  
 Seconded by: Alderwoman Wray  
 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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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
----	---------------------------------------



# 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/](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 30<sup>th</sup> 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: *Jennifer MacDonald*  
Printed Name: Jennifer MacDonald  
Title: Director, Enterprise  
Date: 11.21.25

Signature: *[Handwritten Signature]*  
Printed Name: Joseph M. DeStefano  
Title: Mayor  
Date: 11.19.2025



# Dedicated Internet Access (DIA) Schedule

Frontier Confidential

## 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.



FRONTIER

## 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.

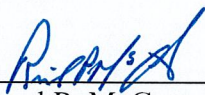


**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

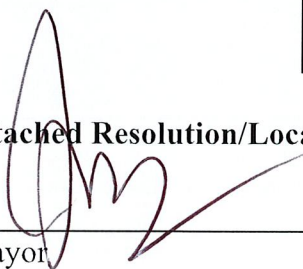
By: Alderwoman Wray  
 Seconded by: Alderman Jean-Francois  
 Date of Adoption: November 18, 2025  
 Index No: 311-25

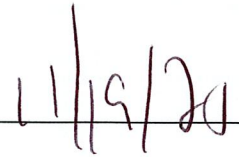
**I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.**

  
 Richard P. McCormack  
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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

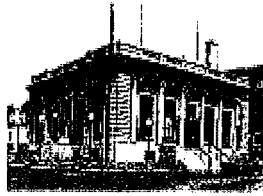
<b>Personal Services</b>		<b>Community Outreach</b>	community outreach events.
<b>A.3120.100 – Personal Services</b>	<b>\$1,368</b>	<b>A.3120.200 – Equipment</b>	For the purchase of a DJI Avata 2 drone.
<b>A.3120.100 – Personal Services</b>	<b>\$10,000</b>	<b>A.3120.440 – Repairs to Equipment</b>	To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

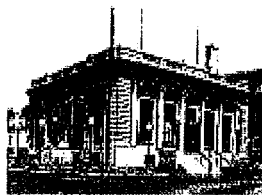
Dear Mayor DeStefano and Members of the Board of Estimate,  
I am requesting that the City of Middletown Common Council approve the following transfers requests within our 2025 budget lines:

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: Alderman Kleiner  
 Seconded by: Alderman Masi  
 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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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:

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**Fund Transfer**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
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

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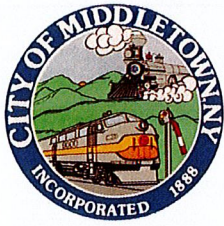
The City has been awarded a \$250,000.00 reimbursable grant through former Assemblywoman Gunther's Office for the creation of a parking lot at the O&W site and an alleyway renovation in downtown. As a part of DASNY's grant review, we need to show the State that we have the available project funding before 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: Alderman Masi  
 Seconded by: Alderman Tobin  
 Date of Adoption: November 18, 2025  
 Index No: 309-25

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	8			1

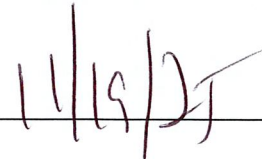
**I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.**

  
 Richard P. McCormack  
 Clerk to the Common Council

**I hereby approve the attached Resolution/Local Law.**

  
 Joseph M. DeStefano, Mayor

Date



**Resolution 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:

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## 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	—	—

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**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:

<b>Description:</b>	<b>General Fund</b>	<b>Water Fund</b>	<b>Sewer Fund</b>
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

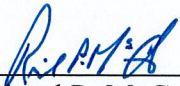


**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Witt  
 Seconded by: Alderman Kleiner  
 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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

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

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.

<b>FROM</b>	<b>AMOUNT</b>	<b>TO</b>
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

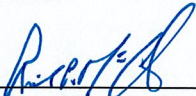


**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

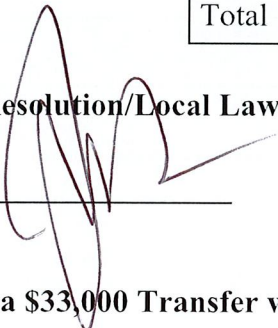
By: Alderman Masi  
 Seconded by: Alderman Tobin  
 Date of Adoption: November 18, 2025  
 Index No: 307-25

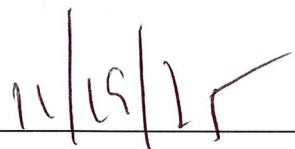
**I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.**

  
 Richard P. McCormack  
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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

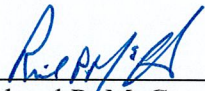


**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner  
 Seconded by: Alderman Jean-Francois  
 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.**

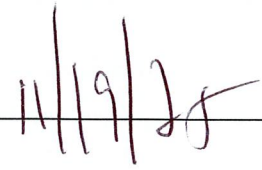
  
 Richard P. McCormack  
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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.**

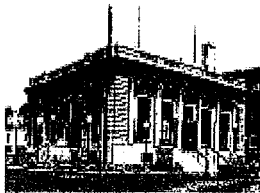
**BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and that the award in the amount of \$4,000 shall be added to budget line A.3126.103 for the purposes outlined in said agreement.**

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**

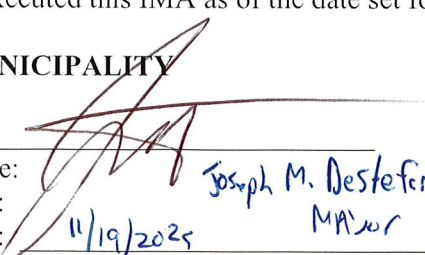
A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

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: Joseph M. Destefano  
Title: MAJOR  
Date: 11/19/2025

**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.



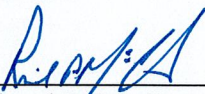
**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Witt  
 Seconded by: Alderman Kleiner  
 Date of Adoption: November 18, 2025  
 Index No: 303-25

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	8			1

**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

**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**

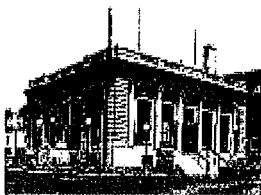
**concurs with the Board of Estimate and Apportionment**, and that the Police Department's expense line **A.3120.201** shall be increased by the same amount, **\$11,106.60**, to allow for payment of the invoice for the replacement vehicle.

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



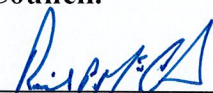
**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

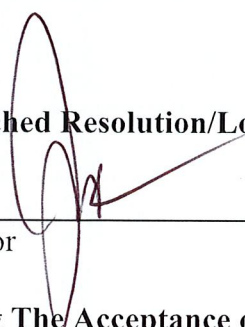
By: Alderman Tobin  
 Seconded by: Alderman Witt  
 Date of Adoption: November 18, 2025  
 Index No: 302-25

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	8			1

**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 11/19/25

**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)**.

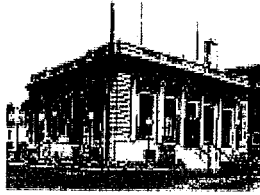
**BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and that these funds shall be appropriated and expended from A.3141.103 through STOP-DWI overtime entries for enforcement activities.**

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

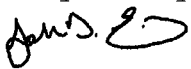
Mayor Joseph DeStefano  
Members of the Common Council  
And Board of Estimate  
City of Middletown  
16 James Street  
Middletown, New York 10940

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



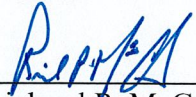
**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

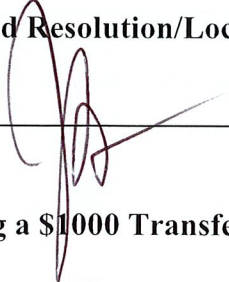
By: Alderman Jean-Francois  
 Seconded by: Alderman Tobin  
 Date of Adoption: November 18, 2025  
 Index No: 301-25

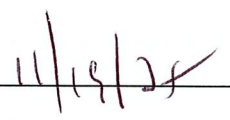
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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 \$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.

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

Thank you.

JT/kg

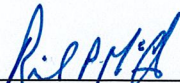


**CITY OF MIDDLETOWN, NEW YORK  
COMMON COUNCIL  
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED


By: Alderman Masi  
 Seconded by: Alderman Witt  
 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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**I hereby approve the attached Resolution/Local Law.**

  
 Joseph M. DeStefano, Mayor

Date 11/19/25

**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: Alderman Masi  
 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

**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:  
Rick McCormack, City Clerk

**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:

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.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi  
 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

**Introduction of Local Law # 4 of 2025: A Local Law Increasing the Salaries of The Mayor, President of The Common Council, And All Aldermen on The Common Council**

**LOCAL LAW #\_ OF 2025**

A LOCAL LAW INCREASING THE SALARIES OF THE MAYOR, PRESIDENT OF THE COMMON COUNCIL, AND ALL ALDERMEN ON THE COMMON COUNCIL

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 salaries of the Mayor, President of the Common Council, and all Aldermen on the Common Council.

Section 2. Section 64 of the Charter of the City of Middletown is hereby amended by replacing the second full paragraph thereof to read in its entirety as follows:

The Board of Estimate and Apportionment may provide that the employees of the Public Works Department, the Parks Department and the Water Department be hired on a per diem or a weekly basis and said board is empowered to increase the compensation of all city employees at any time during the fiscal year with the approval of the Common Council. The annual salary of the Mayor shall be One Hundred Twenty-Five Thousand dollars (\$125,000.00). The annual salary of the President of the Common Council shall be Thirty Thousand dollars (\$30,000.00). The annual salary of each Alderman shall be Twenty Thousand dollars (\$20,000.00). The aforementioned salaries for the Mayor, President of the Common Council, and all Aldermen shall take effect with the terms of office commencing January 1, 2026. Salaries and compensation of officers and employees shall be paid at such times as the Common Council shall by general ordinance determine.

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:  
Rick McCormack, City Clerk

**Attachments:**

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi  
 Seconded by: Alderman Johnson  
 Date of Adoption: 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	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

**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



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

THE FOLLOWING WAS PRESENTED

By: None  
 Seconded by: None  
 Date of Adoption: December 2, 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: Rezone 137 Linden Avenue from an OR-2, Two-Family Owner-Occupied District to an UR-3 Multiple Residence District**

Prepared by:

**Attachments:**

1.	Request for Zoning Change 137 Linden Ave (1)
2.	Public Hearing Notice Rezone 137 Linden
3.	Zoning - 137 Linden - Rezoning

Shan-Hua (Charlie) Jiang  
Splendid Estate Corp.  
137 Linden Ave.  
Middletown, NY 10940  
Tel. 212-470-1103  
Oct. 1, 2025

City of Middletown  
Common Council  
16 James St.  
Middletown, NY 10940

Dear Members of the City Council,

We respectfully request that City of Middletown Common Council approve a zoning change from OR-2 to UR-3 for our property located at 137 Linden Ave Middletown NY. This project will preserve the property, benefit the community, and address current zoning restrictions in a manner consistent with the board's standards for granting variances. The redesign of the conversion will preserve the historical façade and conditions of existing historic building while modernizing the interior to provide much-needed housing of the community. It will also preserve a historic structure, maintain the aesthetic and culture value of the neighborhood.


The proposed zoning change aligns with the city's goals of promoting economic development, increasing housing availability, and enhancing community services such as creating parks with walking trails and picnic areas. The property's location at 137 Linden Ave can not only increase the housing capacity but also provide off-street parking which will improve the convenience and safety for park visitors.

I believe this change will benefit the neighborhoods and support the overall growth and development of the City of Middletown. Additionally, I am committed to working with the city to ensure the project complies with all applicable regulations and enhances the surrounding area.

I kindly request that the city council review this proposal and schedule a public hearing to discuss the zoning change. I am happy to provide additional information, including a detailed site plan, environmental impact assessments, or other documentation as required. Please feel free to contact me at 212-470-1103 to discuss this matter further.

Thank you for your time and consideration. I look forward to the opportunity to collaborate with the city to ensure this project serves the best interests of our community.

Sincerely,



10/8/2025

Charlie Jiang  
Property Owner

**City of Middletown  
Common Council  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on **Tuesday, December 2, 2025**, at or as near to **7:30 p.m.** as possible, in the **Common Council Chambers, 2nd floor, 16 James Street**, to hear all persons wishing to be heard on a proposed zoning amendment affecting **137 Linden Avenue**.

The proposed action is a zoning map amendment to change the district classification for **137 Linden Avenue** from **OR-2, Two-Family Owner-Occupied** to **UR-3, Multiple Residence**.

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 for public inspection 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](mailto:rmccormack@middletownny.gov).

By order of the Common Council.

**Richard P. McCormack**  
Clerk of the Common Council

**CITY OF MIDDLETOWN COMMON COUNCIL  
RESOLUTION**

WHEREAS, the Common Council has been presented with a proposal to rezone the single lot at 137 Linden Avenue from an OR-2, Two-Family Owner-Occupied district to an UR-3 Multiple Residence district, and

WHEREAS, the lot is described on the City of Middletown Tax Map as Section 17, Block 1, Lot 10, and

WHEREAS, this lot contains more than Ten Thousand (10,000) square feet of rentable area (excluding the basement), and the proposed development plan calls for eight (8) residential apartment units; and

WHEREAS, the City Mayor and Owner of the subject property have signed a Renovation and Easement Agreement for 137 Linden Avenue and Contract of Sale for 135 Linden Avenue (“Agreement”) , and

WHEREAS, the Agreement, which is annexed hereto, provides:

1. The City shall support the Owner’s request that 137 Linden Avenue be rezoned to allow the building to have eight (8) apartment units;
2. The Owner’s renovation of 137 Linden Avenue shall be in substantial compliance with a City-approved proposal, which was attached to the Agreement;
3. The Owner shall grant the City a permanent easement on a portion of 137 Linden Avenue to provide public parking for the users of the adjacent Chappel Park and for neighborhood residents;
4. The City will convey the lot located at 135 Linden Avenue to the Owner with restrictions that the dilapidated building must be demolished within six (6) months, and that the premises must remain undeveloped; and
5. The Agreement is contingent upon approval of this re-zoning by the Common Council and upon approval of the apartment units by the Planning Board.

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, by the Common Council of the City of Middletown, as follows:

1. The Council finds that:

A. The subject Agreement will provide needed parking for Chappel Park users and neighborhood residents, while still maintaining adequate parking for the proposed development of 137 Linden Avenue.

B. The restriction on basement use of the building at 137 Linden Avenue, together with the requirement that the renovation of the building conform to a City-approved proposal will serve to protect the historic character of the early 1900's brick structure which has no otherwise feasible use except residential development.

C. The conveyance of 135 Linden Avenue with the required demolition and development restrictions will eliminate blight and save the City in excess of One Hundred Thousand Dollars (\$100,000.00).

D. The Agreement will additionally add much-needed housing stock, advance the City's economic goals, will be consistent with the City's Comprehensive Plan, and will contribute to the overall public interest.

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

Section 1. The Code of the City of Middletown, N.Y., Chapter 123, Zoning, as adopted March 27, 1967 and amended, and in particular Section 475-6, Zoning Map, be and is hereby further amended by rezoning the following parcel located at 37 Linden Avenue from Tw-Family Owner-Occupied district to the UR-3 Multiple Residence district, to be governed henceforth by the provisions of Section 475-12, with the exception of Section 475-12(C)(8)(d), and to be further governed by the provisions of the attached Agreement.

Tax Map

17-1-10

Section 2. This Ordinance shall take effect immediately.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 321-25

**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 Amending Chapter 475-6 to Rezone 137 Linden Avenue from an OR-2, Two-Family Owner-Occupied District to an UR-3 Multiple Residence District**

WHEREAS, the Common Council has been presented with a proposal to rezone the single lot at 137 Linden Avenue from an OR-2, Two-Family Owner-Occupied district to an UR-3 Multiple Residence district, and

WHEREAS, the lot is described on the City of Middletown Tax Map as Section 17, Block 1, Lot 10, and

WHEREAS, this lot contains more than Ten Thousand (10,000) square feet of rentable area (excluding the basement), and the proposed development plan calls for eight (8) residential apartment units; and

WHEREAS, the City Mayor and Owner of the subject property have signed a Renovation and

Easement Agreement for 137 Linden Avenue and Contract of Sale for 135 Linden Avenue (“Agreement”), and

WHEREAS, the Agreement, which is annexed hereto, provides:

1. The City shall support the Owner’s request that 137 Linden Avenue be rezoned to allow the building to have eight (8) apartment units;
2. The Owner’s renovation of 137 Linden Avenue shall be in substantial compliance with a City-approved proposal, which was attached to the Agreement;
3. The Owner shall grant the City a permanent easement on a portion of 137 Linden Avenue to provide public parking for the users of the adjacent Chappel Park and for neighborhood residents;
4. The City will convey the lot located at 135 Linden Avenue to the Owner with restrictions that the dilapidated building must be demolished within six (6) months, and that the premises must remain undeveloped; and
5. The Agreement is contingent upon approval of this re-zoning by the Common Council and upon approval of the apartment units by the Planning Board.

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, by the Common Council of the City of Middletown, as follows:

1. The Council finds that:

A. The subject Agreement will provide needed parking for Chappel Park users and neighborhood residents, while still maintaining adequate parking for the proposed development of 137 Linden Avenue.

B. The restriction on basement use of the building at 137 Linden Avenue, together with the requirement that the renovation of the building conform to a City-approved proposal will serve to protect the historic character of the early 1900’s brick structure which has no otherwise feasible use except residential development.

C. The conveyance of 135 Linden Avenue with the required demolition and development restrictions will eliminate blight and save the City in excess of One Hundred Thousand Dollars (\$100,000.00).

D. The Agreement will additionally add much-needed housing stock, advance the City’s economic goals, will be consistent with the City’s Comprehensive Plan, and will contribute to the overall public interest.

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

Section 1. The Code of the City of Middletown, N.Y., Chapter 123, Zoning, as adopted March 27, 1967 and amended, and in particular Section 475-6, Zoning Map, be and is hereby further amended by rezoning the following parcel located at 37 Linden Avenue from Two-Family

Owner-Occupied district to the UR-3 Multiple Residence district, to be governed henceforth by the provisions of Section 475-12, with the exception of Section 475-12(C)(8)(d), and to be further governed by the provisions of the attached Agreement.

Tax Map

17-1-10

Section 2. This Ordinance shall take effect immediately.

Prepared by:

**Attachments:**

1.	Public Hearing Notice Rezone 137 Linden
2.	Request for Zoning Change 137 Linden Ave (1)

**City of Middletown  
Common Council  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on **Tuesday, December 2, 2025**, at or as near to **7:30 p.m.** as possible, in the **Common Council Chambers, 2nd floor, 16 James Street**, to hear all persons wishing to be heard on a proposed zoning amendment affecting **137 Linden Avenue**.

The proposed action is a zoning map amendment to change the district classification for **137 Linden Avenue** from **OR-2, Two-Family Owner-Occupied** to **UR-3, Multiple Residence**.

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 for public inspection 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](mailto:rmccormack@middletownny.gov).

By order of the Common Council.

**Richard P. McCormack**  
Clerk of the Common Council

Shan-Hua (Charlie) Jiang  
Splendid Estate Corp.  
137 Linden Ave.  
Middletown, NY 10940  
Tel. 212-470-1103  
Oct. 1, 2025

City of Middletown  
Common Council  
16 James St.  
Middletown, NY 10940

Dear Members of the City Council,

We respectfully request that City of Middletown Common Council approve a zoning change from OR-2 to UR-3 for our property located at 137 Linden Ave Middletown NY. This project will preserve the property, benefit the community, and address current zoning restrictions in a manner consistent with the board's standards for granting variances. The redesign of the conversion will preserve the historical façade and conditions of existing historic building while modernizing the interior to provide much-needed housing of the community. It will also preserve a historic structure, maintain the aesthetic and culture value of the neighborhood.


The proposed zoning change aligns with the city's goals of promoting economic development, increasing housing availability, and enhancing community services such as creating parks with walking trails and picnic areas. The property's location at 137 Linden Ave can not only increase the housing capacity but also provide off-street parking which will improve the convenience and safety for park visitors.

I believe this change will benefit the neighborhoods and support the overall growth and development of the City of Middletown. Additionally, I am committed to working with the city to ensure the project complies with all applicable regulations and enhances the surrounding area.

I kindly request that the city council review this proposal and schedule a public hearing to discuss the zoning change. I am happy to provide additional information, including a detailed site plan, environmental impact assessments, or other documentation as required. Please feel free to contact me at 212-470-1103 to discuss this matter further.

Thank you for your time and consideration. I look forward to the opportunity to collaborate with the city to ensure this project serves the best interests of our community.

Sincerely,



10/8/2025

Charlie Jiang  
Property Owner



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 322-25

**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 Amending City Code Chapter 430-17 Establishing Updated Senior Citizen Tax Exemption Income Limits**

WHEREAS, many Middletown senior citizens are living on fixed or limited incomes; and

WHEREAS, the current City thresholds for tax exemptions for seniors have not kept pace with inflation or regional increases; and

WHEREAS, providing additional tax relief supports the City's broader goals of helping seniors remain in their homes so that seniors can remain active, stable members of our community; and

WHEREAS, the Mayor and Common Council of the City of Middletown wish to provide the City's elderly with the same levels provided to seniors by Orange County; and

WHEREAS, matching the County levels will simplify eligibility for City residents and will reduce confusion among

navigate both County and City exemptions.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that Article III, Taxation, Elderly, of Chapter 430 of the Middletown City Code, Taxation, is hereby amended by replacing Subparagraph (1) Income limits, of Section 430-17, Exemption granted; conditions, to read in its entirety as follows:

(1) The income of the owner or the combined incomes of the owners must not exceed the following amount for the tax year which is two (2) years prior to the subject tax year in which the exemption will be effective:

<u>Annual Income</u>	<u>Percentage Assessed Valuation Exempt From Taxation</u>
\$0 to \$29,000	50%
\$29,000.01 to \$29,999	45%
\$30,000 to \$30,999	40%
\$31,000 to \$31,999	35%
\$32,000 to \$32,899	30%
\$32,900 to \$33,799	25%
\$33,800 to \$34,699	20%
\$34,700 to \$35,599	15%
\$35,600 to \$36,499	10%
\$36,500 to \$37,399	5%

AND BE IT FURTHER RESOLVED by the Common Council of the City of Middletown that the sections, paragraphs, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or illegal by the valid judgment or decree of a court of competent jurisdiction, such declaration of unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

AND BE IT FURTHER RESOLVED by the Common Council of the City of Middletown that this Ordinance shall apply to all assessment rolls for 2026 and all years thereafter.

Prepared by:  
Rick McCormack, City Clerk

**Attachments:**

1.	Senior Exemption Request 2025
----	-------------------------------

## 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: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 323-25

**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 Renewal Agreement with Nearmap**

BE IT RESOLVED; that the Common Council of the City of Middletowns concurs with the Board of Estimate and Apportionment and authorizes an agreement with Nearmap.

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

Prepared by:  
 Marianne Feely, Assessor

**Attachments:**

1.	Nearmap Renewal
----	-----------------



# RENEWAL QUOTE

**Nearmap US, Inc.**  
1850 W Ashton Blvd, Suite 500  
Lehi, UT 84043, USA  
**Phone:** +1 (801) 609 7250

<b>Customer Name</b>	City of Middletown, NY	<b>Quote Number</b>	Q113503
<b>Contract Commencement</b>	Contract commences upon signing of quote.	<b>Quote Expiry</b>	01/11/2026
<b>Subscription Term</b>	12 Month	<b>Account Rep</b>	Sarah Walker sarah.walker@nearmap.com
<b>Subscription Start Date</b>	01/11/2026	<b>Payment Term</b>	Net 30
		<b>Payment Method</b>	Invoice
<b>Bill To</b>	City of Middletown, NY Marianne Feely 16 James Street, Middletown, New York, 10940 (845)-346-4141 mfeely@middletownny.gov	<b>Ship To</b>	City of Middletown, NY Marianne Feely 16 James Street, Middletown, New York, 10940 (845)-346-4141 mfeely@middletownny.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
3D Viewer	NA	Nationwide	NA
GeoData Link	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
		<b>Total</b>	<b>USD \$2,500.00</b>

**ACCEPTANCE OF Q113503 will constitute an Agreement with Nearmap**

By selecting "Yes" or **signing below**, you acknowledge that (a)(i) the Additional Terms and Conditions of the previous Agreement between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (ii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein plus any applicable tax(es) as set forth in the resultant invoice(s). You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

---

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: [orders.us@nearmap.com](mailto:orders.us@nearmap.com)



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 324-25

**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 Renewal Agreement with Marshall + Sterling**

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Marshall + Sterling to provide Workers Compensation Insurance.

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

Prepared by:  
 Rick McCormack, City Clerk

**Attachments:**

1.	Marshall and Sterling 2026
----	----------------------------



## COMBINED SERVICES AGREEMENT

### 1. MSI INFORMATION

MSI: Marshall & Sterling, Inc.  
Address: 110 Main St. Poughkeepsie, NY 12601  
Telephone: 845-454-0800

### 2. CLIENT INFORMATION

Client: City of Middletown  
Address: 16 James Street  
Telephone: 845-346-4100 Fax: 845-343-4014  
Email: mayor@middletownny.gov

### 3. SCOPE OF SERVICES

City of Middletown ("Client") has contracted with Marshall & Sterling, Inc ("MSI") as of the 1st day of January, 2026 (the "Effective Date"), to perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference.

### 4. PAYMENT

The Client shall pay MSI based on selected services and associated charges set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

For future plan years beyond the Effective Date of this Agreement, MSI may change the amount of such fees by providing at least thirty (30) days written or electronic notice to Client prior to renewal of the Agreement.

The Client agrees to remit to MSI the fees covered under this Agreement within thirty (30) days of the invoice date for any covered recurring service described herein.

5. TERM & TERMINATION

- A. The term of this Agreement will begin on the Effective Date and will end will expire 31<sup>st</sup> of December, 2026 , unless terminated in accordance with section B.
- B. The Agreement will terminate upon the earliest to occur of the following: (i) mutual written agreement of the parties; (ii) written termination notice provided not less than one hundred and eighty (90) days prior to the end of the Initial Term or any Renewal Term or this Agreement; or (iii) material breach of the Agreement by either party, if such breach is not substantially cured within 15 days after the non-breaching party gives written notice of the breach to the breaching party.
- C. If this Agreement is terminated prior to the end of the initial term(s), Client must pay MSI the full-term amount as outlined in this agreement immediately upon termination of this agreement.

6. INSURANCE & LICENSING

With respect to performance of work under this Agreement, MSI shall maintain and shall require all of its subcontractors, MSIs, and other agents to maintain, all required insurance and licensing.

7. INDEPENDENT CONTRACTOR

MSI is an independent contractor, working under their own supervision and direction and is not a representative of Client.

8. CONFIDENTIALITY

All Client and MSI information to which the parties have access to in connection with performance of this Agreement, are confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms.

9. MSI'S STANDARD OF CARE

Client has relied upon the professional ability and training of MSI as a material inducement to enter into this Agreement. MSI hereby warrants that all of MSI's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws.

10. ENTIRE AGREEMENT

This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.

11. APPLICABLE LAW AND FORUM

This Agreement and all matters concerning its interpretation, performance or enforcement hereof, shall be governed in accordance with the laws of the State of New York.

**MSI -Marshall & Sterling Inc.**

By: \_\_\_\_\_

Name: Yvonne M McCrea

Title: President

**CLIENT:** City of Middletown

By: \_\_\_\_\_

Name: Joseph M Stefano

Title: Mayor

**Exhibit A: Fee Based Packages & Pricing**

Policy Line Description	Description/ Scope of Services	Pricing	Selection
<p align="center"><b>Workers Compensation Policy # WC000122445</b></p>	<p><b><u>I. IDENTIFICATION</u></b></p> <ul style="list-style-type: none"> <li>• We will review all aspects of the WC insurance program presently in place. We will obtain and review all policies, evaluating the appropriateness, completeness and compliance of coverage.</li> <li>• We will assist in monitoring the CITY’s new WC claims database, including claims needing special attention.</li> <li>• We will meet with appropriate CITY staff, insurance company staff, safety personnel, legal advisors and other individuals as deemed necessary in order to gain valuable perspective on the present overall program and to prioritize important issues.</li> </ul> <p><b><u>II. RISK ANALYSIS</u></b></p> <ul style="list-style-type: none"> <li>• We will review the operation of the current program from both a cost benefit standpoint, as well as from an operating and administrative basis. We will be looking for efficiency improvements and costs savings.</li> <li>• We will present, when requested, a determination of the total cost of WC risk for the CITY in a formal report to establish a basis for planning purposes.</li> <li>• We will, with the assistance of an actuary paid by the CITY, examine WC retention and deductible levels and present our recommendations.</li> <li>• We will, after understanding the CITY’s tolerance for WC risk, review alternative methods of financing WC risk and present appropriate options.</li> </ul> <p><b><u>III. RISK ADMINISTRATION</u></b></p> <p><b><u>A. General Administration Services</u></b></p> <ul style="list-style-type: none"> <li>• We will assist with the development of a formal WC Risk Management Policy Statement that will be presented for CITY review and acceptance. This document will establish and state the Risk Management goals of the CITY, set general standards for operating procedures, define responsibilities and outline the requirements for the maintenance of reports and records</li> <li>• We will undertake to develop procedures to coordinate the flow of information between the CITY and MS.</li> </ul> <p><b><u>B. Assistance in Brokerage and Insurance Company Relationships</u></b></p> <ul style="list-style-type: none"> <li>• Appropriate personnel will be made available within a reasonable time period to meet with the CITY as requested. A senior staff person will be available by phone at any time during regular work hours.</li> </ul>	<p align="center"><i>\$55,000</i></p> <p align="center"><i>Billed Quarterly</i></p>	<p align="center"><input type="checkbox"/></p>

**IV. CLAIM SERVICES - NEW WC: CLAIMS ONLY**

**A. MS will monitor data on all new WC claims, including:**

- We will review initial new WC claim report from CITY for completeness.
- We will confirm new WC claim report was properly sent to the carrier.
- We will confirm the carrier received the new WC claim report and established a claim.
- We will confirm the carrier's Nurse Advocate made contact with the injured employee.
- We will confirm the Transitional Duty Program form was sent to the injured employee's Medical Provider, as appropriate.
- We will confirm the Medical Provider form has been returned to the CITY to be forwarded to the carrier, as appropriate.
- We will confirm additional indemnity for injured employees subject to S. 207a or S. 207c is being correctly handled.
- We will suggest the carrier initiate surveillance or increase surveillance, as appropriate.
- We will review loss history on a quarterly basis to identify frequency and severity patterns regarding new WC claims only.
- We will research and advise the CITY, when requested, on coverage or coverage issues related to specific new WC claims.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 325-25

**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 To Accept Stop DWI Third Enforcement Period Funding From the County of Orange**

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

WHEREAS, the City has been notified that funding for the third enforcement period has been awarded in the amount of Seven Thousand Dollars (\$7,000.00); and

WHEREAS, it is in the best interest of the City of Middletown to accept said funds to support STOP DWI enforcement efforts;

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

enforcement funding from the County of Orange in the amount of Seven Thousand Dollars (\$7,000.00); and be it further

RESOLVED, that said funds shall be deposited into revenue line A.3333 (STOP DWI); and be it further

RESOLVED, that said funds are hereby appropriated to budget line A.3141.103 (STOP DWI Overtime) to be expended for STOP DWI overtime enforcement entries in accordance with the terms of the Inter-Municipal Agreement.

Prepared by:  
John Ewanciw, Chief of Police

**Attachments:**

1.	STOP DWI 3rd 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

November 21, 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 **third** enforcement period funding has been awarded in the amount of \$7000, 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.

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: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 326-25

**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 To Accept Anti-Violence Initiatives Funding For the City of Middletown Police Department for 2026-2027**

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby accepts funding awarded to the City of Middletown Police Department in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the period of June 1, 2026 through May 31, 2027, to participate in the Anti-Violence Initiatives program; said program funding to be utilized for operating expenses, travel, equipment, property, utilities, and other operating expenses to support the services and expenses of gun violence prevention, street outreach, anti-violence, and shooting/violence reduction programs, and that upon acceptance said funds shall be added to the established grant line for SNUG expenditures, A.3146.933.

Prepared by:  
John Ewanciw, Chief of Police

**Attachments:**

1.	DCJS Anti Violence Grant SNUG 150k
----	------------------------------------

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 21, 2025

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

DCJS Contract # C00295GM  
2026 SNUG Grant Award (referenced as SUNG 3)

Dear Mayor DeStefano and Members,

The City of Middletown Police Department has been awarded \$150,000 for the period of 6/1/2026-5/31/2027 to participate in the Anti-Violence initiative.

The Anti-Violence Initiatives program is aimed at utilizing the funds for operating expenses, travel, equipment, property, utilities, and or other operating expenses to support the services and expenses of gun violence prevention, street outreach, anti-violence, shooting/violence reduction programs.

Upon approval to accept this funding, I am asking that this funding be added to our established Grant line for SNUG expenditures A.3146.933.

Thank you.

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: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 327-25

**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 with Denise McAteer To Purchase Property Owned By The City On Route 211 In The Town Of Wallkill (SBL 49-1-32)**

**BE IT RESOLVED**, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the City of Middletown to enter into an agreement with **Denise McAteer** for the purchase of City-owned property located on **Route 211 in the Town of Wallkill, identified as Section 49, Block 1, Lot 32 (SBL 49-1-32);** and

**BE IT FURTHER RESOLVED**, that the Common Council approves the **contract of sale** and the **attached rider**, as presented; and

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to execute said contract and any and all documents necessary to effectuate the transfer of the property.

Prepared by:  
Alex Smith, Corporation Counsel

**Attachments:**

1.	Scan2025-11-26_094926
----	-----------------------

## RIDER TO CONTRACT OF SALE

Notwithstanding anything to the contrary contained in the Contract between the below parties of which this Addendum is hereby made part, the Seller agrees with the Purchaser as follows:

1. The Purchaser shall remove that portion of the macadam that exists on the parcel currently owned by the City of Middletown that is not included in the lot line change area. Said area of macadam to be removed is that area not in the lot line change area as shown on the map prepared by Fusco Engineering dated May 12, 2023 and revised on December 8, 2023 a copy of which has been provided to the City of Middletown.
2. The macadam referred to hereinabove shall be removed prior to Closing by a contractor who shall provide insurance coverage acceptable to the City. All disturbed areas due to macadam removal by the Purchaser on Seller's property must be restored with minimum of 4" topsoil and seed. Silt fence must be installed as needed.
3. Fax and electronic signatures on this addendum shall have the full force and effect of original signatures.

City of Middletown, Seller

---

By: Hon. Joseph DeStefano, Mayor

---

Denise McAteer, Purchaser

Jointly prepared by the Real Property Section of the New York State Bar Association, the New York State Land Title Association, the Committee on Real Property Law of the Association of the Bar of the City of New York and the Committee on Real Property Law of the New York County Lawyers' Association.

**WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").**

**CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT**

**NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.**

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

**Residential Contract of Sale**

**Contract of Sale** made as of  
City of Middletown

BETWEEN

Address: 16 James Street, Middletown, NY 10940

hereinafter called "Seller" and

Social Security Number/Fed. I. D. No(s):

Denise McAteer

Address: 354 Route 211W, Middletown, NY 10940

hereinafter called "Purchaser".

Social Security Number/Fed. I. D. No(s):

**The parties hereby agree as follows:**

1. Premises. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as: a portion of  
Street Address: Rte 211  
T/O Wallkill

Tax Map Designation: 49-1-32

**\*See attached map and description.**

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. Personal Property. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, white plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pump, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, refrigerator, freezer, air conditioning equipment and installations, wall-to-wall carpeting and built-ins not excluded below (strike out inapplicable items).

**Vacant Land**

Excluded from this sale are furniture and household furnishings and

**3. Purchase Price.** The purchase price is

\$ 1,000.00

payable as follows:

(a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"):

\$

(b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed:

\$

(c) by a purchase money note and mortgage from Purchaser to Seller:

\$

(d) balance at Closing in accordance with paragraph 7:

\$ 1,000.00

**4. Existing Mortgage.** (Delete if inapplicable) If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:

(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with

~~interest at the rate of \_\_\_\_\_ percent per annum, in monthly installments of \$ \_\_\_\_\_ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on~~

(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.

(c) If there is a mortgagee escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.

(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law ("Institutional Lender"), it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.

(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

**5. Purchase Money Mortgage.** (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(c) above:

(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ \_\_\_\_\_ for its preparation.

(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than \_\_\_\_\_ percent per annum and the total debt service thereunder shall not be greater than \$ \_\_\_\_\_ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

**6. Downpayment in Escrow.** (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at Chase Bank, Main Street, Goshen, New York

until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall (not) (Delete if inapplicable) hold the Downpayment in an interest-bearing account for the benefit of

the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

7. **Acceptable Funds.** All money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over \$1,000.00;  
(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00 ; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. **Mortgage Contingency.** ~~(Delete if inapplicable)~~ The obligations of Purchaser hereunder are conditioned upon issuance on or before

(the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$ or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate of interest not to exceed or initial adjustable rate of interest not to exceed for a term of at least 30 years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. Purchaser shall (a) make prompt application to an Institutional Lender for such mortgage loan, (b) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such Institutional Lender to obtain such commitment and (f) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and thereafter neither

party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph.

9. **Permitted Exceptions.** The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

10. **Governmental Violations and Orders.** ~~(a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.~~

~~(b) (Delete if inapplicable) All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.~~

11. **Seller's Representations.** (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years, except

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. **Condition of Property.** Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition, and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(f)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. **Insurable Title.** Seller shall give and Purchaser shall accept such title as any reputable title insurance company licensed in the State of New York with offices in Orange County shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. **Closing, Deed and Title.** (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain & Sale Deed w/ Covenants Against Grantors Acts

deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. Closing Date and Place. Closing shall take place at the office of the **seller's attorney within 30 days of the lot line approval as evidenced by the signing of the map**

or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of

16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

~~(b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a single family dwelling at the date of Closing.~~

(c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"), or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this subparagraph (c) shall survive Closing.

(d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(e) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.

(f) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property ~~and all appliances~~ which are included in this sale being in working order as of the date of Closing.

(g) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.

~~(h) The delivery by the parties of any other affidavits required as a condition of recording the deed.~~

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

~~18. Apportionments and Other Adjustments, Water Meter and~~

~~Installment Assessments. (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:~~

~~(i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) water charges; (vi) rents as and when collected.~~

~~(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.~~

~~(c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.~~

~~(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.~~

~~(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing within 10 days.~~

~~19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon, to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.~~

~~20. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.~~

21. Title Examination; Seller's Inability to Convey; Limitations of Liability. (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b)(i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

22. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies. (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

~~24. Purchaser's Lien. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.~~

25. Notices. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

26. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

~~27. Broker. Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than~~

("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs,

claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. Miscellaneous. (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(i) See paragraphs 29 and 30 below signatures.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

City of Middletown

By: \_\_\_\_\_  
Seller

Denise McAteer \_\_\_\_\_  
Purchaser

29. The portion of the premises to be conveyed shall be conveyed free and clear of all mortgages, liens, judgments and tax arrears.

30. The within purchase is subject to the approval of a lot line change by the T/O Wallkill the Seller agrees to cooperate with the application and shall execute all documents necessary to complete the lot line change including the execution and delivery of the deed.

Receipt of the Downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

\_\_\_\_\_  
Escrowee

### Contract of Sale

### PREMISES

TITLE No. \_\_\_\_\_

TO

Section  
Block  
Lot  
County or Town  
Street Number Address

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

### First American Title Insurance Company of New York

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# FUSCO

ENGINEERING &  
LAND SURVEYING, D.P.C.



233 East Main Street  
Middletown, NY 10940

Phone: (845)344-5863  
Fax: (845)956-5865

*Consulting Engineers*

*Alfred A. Fusco, Jr.*  
*P.E. Principal*

*Alfred A. Fusco, III*  
*General Manager*

File No. 23-127

354 ROUTE 211 WEST

SECTION 49, BLOCK 1, LOT 30 DESCRIPTION

All that certain lot piece or parcel of land situate in the Town of Wallkill, the County of Orange and the State of New York and being more accurately bounded and described as follows:

Beginning at a point on the division line of the City of Middletown (SBL: 49-1-32) and the Lands of McAteer (SBL: 49-1-30) as described in Liber 11539 on Page 656 said point or place of beginning being North 86-30-00 East - 41.77 feet from the westerly corner of the lands of McAteer; thence from said point of beginning along the through the lands of the City of Middletown on the following (4) courses and distances:

1. North 49-22-56 East -34.27 feet to a point;
2. North 03-30-00 West-71.32 feet to a point;
3. North 86-30-00 East -85.00 feet to a point;
4. South 03-30-00 East -92.06 feet to a point;

thence along the lands reputedly of Milan-Figueroa (SBL: 49-1-32) and along the northerly line of the McAteer, South 86-30-00 West a distance of 110.90 feet to the point and place of beginning and containing 8,276 square feet more or less.





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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 328-25

**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 Proposal from Barton & Loguidice for Additional Engineering And Architectural Services For The Courthouse Project**

**WHEREAS**, Barton & Loguidice has submitted a proposal requesting additional compensation in the amount of **\$71,700** for unanticipated engineering and architectural services performed during the construction phase of the Courthouse project; and

**WHEREAS**, this request is **in addition to the \$30,000 previously allocated and approved** by the Common Council under Resolution #124-24; and

**WHEREAS**, the majority of the additional work—totaling **\$41,000**—was required due to changes in scope and coordination necessitated by the New York State Office of Court Administration (OCA); and

**WHEREAS**, based on continued coordination and observation, City staff recommends

approving this proposal; and

**WHEREAS**, this additional amount will be incorporated into the overall project budget, and staff will advise the Council should further funds be required as the project concludes;

**BE IT RESOLVED**, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby **approves the proposal from Barton & Loguidice in the amount of \$71,700 and authorizes the Mayor to execute the proposal and any documents necessary to effectuate this approval.**


Prepared by:  
Jacob Tawil

**Attachments:**

1.	BOE MEMO- B AND L PROPOSAL PROF. SERVICES SUPP. COURTHOUSE
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# DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

Date: November 25, 2025  
To: Honorable Mayor DeStefano, Members of the Board of Estimate  
and Apportionment, Members of the Common Council  
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk  
From: Jacob Tawil, Commissioner of Public Works   
Re: Courthouse Project: Professional Services Supplement Proposal

Enclosed, please find the proposal from Barton and Loguidice requesting compensation for the unanticipated engineering and architectural efforts that have been taking place during the construction phase of the Courthouse project in the amount of \$71,700. This will be in addition to the \$30,000 that was allocated for this effort as previously approved by resolution #124-24.

As you will notice, the bulk of the additional work was needed for the change of scope based on OCA request and required coordination in the amount of \$41,000.

We do recommend approving this proposal based on our observations and dealings with OCA and Barton & Loguidice.

This additional cost will be incorporated into the project budget. We will advise if additional funds are needed as the project winds down.

Thank you.

JT/kg



November 17, 2025

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

Re: Professional Services Proposal-Supplement Request  
Subj: City of Middletown Courthouse Facility Renovation Project  
File: 1753.008.001

Dear Mr. Tawil:

Barton & Loguidice, D.P.C. (B&L,) is requesting a supplement for services proposal for professional services to the City of Middletown for the Middletown Courthouse Facility Renovation Project that is located at 25 South Street Middletown, New York.

Based on our previously submitted proposal for Construction Administration Services we are requesting supplemental services during bidding/construction for the following items:

- Additional Work Scope related to existing field condition work needed. (Concrete Floor Trenching, plenum ceiling issues, cast-iron piping modifications, security louver modifications, steel beam modifications at stairs, door modifications, utility (sanitary, storm, plumbing and gas pipe modifications), electrical and lighting modifications, raising floor height in second floor restrooms, lobby wall modifications due to mold and wall paper repair).
- Additional Work Scope related to changes in work associated with requests by the Office of Court Administration and New York State Courts. (New wall and door in IT Room, IT mechanical system modifications, TV monitors for Courtrooms, Courtroom A modifications to layout, room finish modifications, interior layout modifications, electrical and lighting modifications, door access control, IT modifications and new fencing at back of property). This includes additional time and coordination with OCA/Courts related to project modifications.



- Additional Work Scope related to changes in work associated with requests by the City of Middletown (plaque at entry, wall and stair modifications, parking lot modification options and Court Approvals)

**Fee Proposal**

Based on the above additional items Barton & Loguidice, D.P.C. requests a supplement as follows:

Additional Work Scope based on Field Condition Issues	\$20,300.00
Additional Work Scope based on OCA/Court Coordination	\$41,000.00
Additional Work Scope based on City Coordination	\$10,400.00
<b>Total Supplement Request</b>	<b>\$71,700.00</b>

We trust this supplemental services proposal is acceptable to you, if so, please advise so we can invoice services related to the above work.

We invite your comments regarding any portion of this Supplemental Engineering Services Proposal and look forward to continuing to provide Middletown with this important service.

Sincerely,

A handwritten signature in black ink that reads "Zachary Comstock". The signature is written in a cursive style.

BARTON & LOGUIDICE, D.P.C.  
Zachary Comstock  
Managing Architect



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 329-25

**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\$85,200 within the 2025 Fire Department Budget**

**Be it resolved that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment** authorizes the treasurer to transfer \$85,200 in the following manner,

FROM	ACCOUNT DESCRIPTION	AMOUNT	TO (Account & Description)
A.3410.100	Personal Services – Overtime thru December	\$75,000.00	A.3410.103 Overtime
A.3410.492	Firefighter Recognition – Boots	\$2,000.00	A.3410.202 PPE
A.3410.496	Personnel Training – Volunteer (Door Entry Training System)	\$8,200.00	A.3410.200 Other Equipment

Prepared by:  
Robert Brady, Chief FD

**Attachments:**

1.	MFD Budget Transfer 112425
----	----------------------------

&\ East Main Street  
Middletown, NY 10940  
www.MiddletownFireDept.com



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


November 24, 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 transfer the following monies in the 2025 Fire Department Operating Budget:

FROM	AMOUNT	TO
A.3410.100 Personal Services Overtime thru December	75,000.00	A.3410.103 Overtime
A.3410.492 FIRE RECOGNITION Boots	2,000.00	A.3410.202 PPE
A.3410.496 Personnel Training-Volunteer Door Entry Training System	8,200.00	A.3410.200 Other Equipment

Sincerely,

  
Bob Brady  
Fire Chief

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



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 330-25

**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 Budget Transfer Within The 2025 Landfill Operating Budget For Odor Control System Carbon Replacement**

**BE IT RESOLVED**, that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$101,699, in the following manner, to replace the carbon media used in the odor control system at the Sewage Treatment Plant.

<b>FROM</b>	<b>AMOUNT TO</b>
F.8130.446 – Sludge	\$101,699.00 F.8130.440 – Repairs to Equipment


Prepared by:  
 Jacob Tawil

**Attachments:**

1.	pure air
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# DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

Date: November 26, 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 for STP Repairs to Equipment

We respectfully request a transfer within our 2025 budget lines from our Landfill sludge line to our Repairs to Equipment line to cover the replacement of carbon for the odor control system due to current media having no life left.

	FROM	AMOUNT	TO
1.	F.8130.446 Sludge	\$101,699.00	F.8130.440 Repairs to Equipment

Thank you.

MC





Headquarters: Atlanta, USA  
Office: Amsterdam, NL

Your World Leader in the Removal of Gases, Odors, & Vapors

To: John Wallace  
Company: City of Middletown  
Date: Thursday, October 23, 2025

Quote No: QT\_45953.7384

PureAir Filtration is pleased to provide the following pricing:

Product:	Description:	Unit Price (1unit=1 FT <sup>3</sup> ):	Quantity:	Extended Price:
Sulphasorb FeXL	PureAir quality adsorbent media sold by the cubic foot. A proprietary 50/50 blend of the Sulphasorb XL and Sulphasorb Fe products. Very effective at capturing even high levels of H2S. Also adsorbs light mercaptans (methyl and ethyl) as well. Works as a superior upgrade in performance and convenience to the iron sponge	\$130.00	453	\$58,890.00
CPS12 Blend	This premium blend is a 50% : 50% blend of PureAir 12 and PureAir AC-C and therefore, has the combined properties and benefits of PureAir 12 and Activated Carbon to provide optimum removal of a wide variety of gaseous contaminants.	\$170.00	226	\$38,420.00

**\*Freight Estimate:** \$4,389.00

*\*Freight is estimated based on a standard shipment. If any extra items are required (i.e. liftgate, unloading, or limited access), the additional cost of these items will be incurred by the customer. Ask factory for details.*

**\*Prices Valid for 90 days\* Total Price:** \$101,699.00

**Other Notes:** Media to be packaged in supersacks, unless otherwise specified.

**Lead Time:** 4 - 5 weeks

**Not Included:** Installation of Any of the Above | Replacement Parts or Tools | Taxes

**Terms:** See attached standard terms and conditions

**PureAir Contact:** Winston Liu, 678 935 1431 ext. 207



**John J Wallace III**  
Sr. Project Manager

C: 845-216-9523  
E: [john.wallace@h2oinnovation.com](mailto:john.wallace@h2oinnovation.com)  
4 Commerce St A-2, New York, NY,  
[www.h2oinnovation.com](http://www.h2oinnovation.com)



Dear Mr. Wallace,

We thank you for your inquiry and are pleased to offer the quote below for changeout of one VBS dual bed vessel with fresh media.

VBS Dual Bed Vessel (existing)

- Diameter 12 ft
- Height 3' each bed/ dual bed 2x3'
- Bed volume 340 ft<sup>3</sup> per bed/ dual bed 680 ft<sup>3</sup>

	Description	Price *
1	Changeout of one VBS dual bed vessel with fresh media (included): <ul style="list-style-type: none"><li>• Vacuum out spent carbon from vessel</li><li>• Load fresh carbon into the vessel</li><li>• Takeaway and disposal of spent carbon</li></ul> Standard lead time is 12-16 weeks	\$134,500
2	This quote is valid until September 25, 2025	

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of Puragen Activated Carbons,

**Matt Morris**  
Sales Manager  
T: 630-465-6868  
E: [matt.morris@puragen.com](mailto:matt.morris@puragen.com)

This is a quotation only on the goods named above, and such quotation does not create any binding obligation on Puragen Activated Carbons LLC to provide any products or services to any party or any other binding obligation. Any binding obligations will be created only when a Purchase Order is received and accepted by Puragen Activated Carbons or when a signed written agreement is entered into by Puragen Activated Carbons. Puragen Terms and Conditions apply to any binding agreement.

# Continental Carbon Group

# Estimate

Estimate# EST-002962

## Continental Carbon Group Inc.

1100 South Service Rd, Suite 321  
Stoney Creek, Ontario, L8E 0C5  
Canada

### Bill To

#### H2O Innovation USA.

4 Commerce St A-2  
New York, New York  
U.S.A

Estimate Date : 2025/11/07

Reference# : Middletown WWTP

#	Item & Description	Qty
1	CC-SULFPLUS 4MM Pelletized H2S removal carbon, in 1000 lb bulk bags Base layer: 453 cu ft total	14,000.00 lb
2	Misc. Media 50/50 blend of Activated Carbon and Polishing Media, in 2000 lb bulk bags Polishing layer: 226 cu ft total	12,000.00 lb
3	Freight Shipping to Middletown, NY	1.00 unit
Sub Total		109,280.00
<b>Total</b>		<b>USD\$109,280.00</b>

### Notes

AS PER RFQ FOR REPLACEMENT ODOR CONTROL MEDIA SENT BY JOHN WALLACE

### Terms & Conditions

- 1) Price is in US Dollars.
- 2) Freight and any applicable taxes are not included.
- 3) Items not listed in scope above are not included in pricing.
- 4) Site services (start-up/training) have not been included at this time.
- 5) Installation by others.
- 6) Delivery: 3-4 weeks after receipt of order
- 7) FCA CCG Ohio Factory
- 8) Quote validity: 30 days
- 9) CCG Standard Terms and Conditions apply.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 331-25

**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 from The General Fund for Paving Work On Lawrence Kolb Drive At The State Hospital**

**BE IT RESOLVED**, that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$40,349.38 in the following manner to pave Lawrence Kolb Drive at the Middletown Community Campus (Formerly the Middletown Psychiatric Center).

FROM	AMOUNT	TO
General Fund	<b>\$40,349.38</b>	A.5110.453 – Paving and Drainage

Prepared by:  
 Jacob Tawil

**Attachments:**

1.	paving
----	--------

# DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

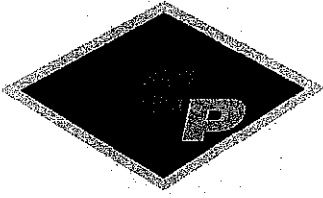
Date: November 26, 2025  
To: Honorable Members of the Board of Estimate  
And Apportionment  
Cc: Leonora Liz-Treasurer  
Richard McCormack- City Clerk  
From: Jacob Tawil-Commissioner of Public Works  
Re: Transfer of Funds for Paving at State Hospital

We respectfully request a transfer from the General Fund to cover paving at the State Hospital, Lawrence Kolb Drive.

FROM	AMOUNT	TO
1. General Fund	\$40,349.38	A.5110.453 Paving and Drainage

Thank you.

MC



# Invoice

Sullivan County Paving & Construction Inc.  
 1936 State Route 17B  
 White Lake, NY 12786  
 (845) 250-4001

CITY OF MIDDLETOWN  
 16 JAMES ST  
 MIDDLETOWN, NY 10940

Invoice 00000467  
 Date Nov 26/25  
 PO Number

Job

Description	Quantity	Unit	Unit Price	Tax	Amount
12.5 MM IN PLACE	242.6400	T	94.00		22,808.16
12.5 MM TRUCKING	242.6400	T	14.10		3,421.22
PAVER/OPERATOR SCREED	✓ 1.0000	DA	3,800.00		3,800.00
PAVER MOBILIZATION	✓ 1.0000	EA	1,000.00		1,000.00
ROLLER/OPERATOR (2)	✓ 2.0000	EA	1,900.00		3,800.00
ROLLER MOBILIZATION	✓ 2.0000	EA	1,000.00		2,000.00
LABOERES (4)	✓ 4.0000	DA	880.00		3,520.00
	0.0000		0.00		0.00
LAWRENCE KOLB ROAD	0.0000		0.00		0.00
WORK PERFORMED 11-7 2025	0.0000		0.00		0.00

		Subtotal	40,349.38
		Holdback	0
			0.00
		Discount	0.00
GST Registration Number		Total	40,349.38

**AWARD# 23371 - GROUP - 31502  
 COMPREHENSIVE BITUMINOUS CONCRETE  
 (Asphalt Mix and Cold Patch) (Statewide)  
 ASPHALT MIX - QUICK QUOTE**

**AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road Project # \_\_\_\_\_  
 Quick Quote form sent to the Contractor on (date): Select / \_\_\_\_ / 20\_\_

**NOTE:**  
 1. The Project's Total Cost to be shown below includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the Contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project was actually performed (unless this happens outside of the contract period, see clause "Monthly Asphalt Price Adjustments" within the General Specifications document).  
 2. The Contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the Contractor any time during the quick quote process.

Agency/User: City of Middletown  
 Project Name: Lawrence Kolb road Project # \_\_\_\_\_  
 Project Location: Middletown  
 County: Orange City: Middletown Zip Code: \_\_\_\_\_

**MATERIAL #1:**

404.1282 - 12.5 Top or Binder, 80 Series Compaction, F2 Asphalt Pavement

Estimated Total Quantity for Material #1: 242.640 Tons

**Check below if Requested:**

- Select Asphalt Item with Polymer Modification required for Material #1
- Select Asphalt Item with Polymer Fibers required for Material #1

**Material #1 - Price Adjustment Calculation for the Month of:** Select / \_\_\_\_ / 20\_\_

**Note to Authorized User:**  
 For instructions about how to enter the Price Adjustment Information below, please, refer to the tab "Price Adjustment Instructions" at the bottom of this spreadsheet.

(From Table #1 - see "Price Adjustment Instructions" tab)  
 a) - Monthly Asphalt Price Adjustment per Ton = \_\_\_\_\_

(From Table #2 - see "Price Adjustment Instructions" tab)  
 b) - Quarterly PPI Price Adjustment Percentage (%) = \_\_\_\_\_

(From Table #2 - see "Price Adjustment Instructions" tab)  
 c) - Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = \_\_\_\_\_

**AWARD# 23371 - GROUP - 31502**  
**COMPREHENSIVE BITUMINOUS CONCRETE**  
**(Asphalt Mix and Cold Patch) (Statewide)**  
**ASPHALT MIX - QUICK QUOTE**

**AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road Project # \_\_\_\_\_

**MATERIAL #2:**

Select from the drop-down menu if Material #2 is needed

Estimated Total Quantity for Material #2: \_\_\_\_\_ Tons

Check below if applicable:

Select Asphalt Item with Polymer Modification required for Material #2

Select Asphalt Item with Polymer Fibers required for Material #2

**Material #2 - Price Adjustment Calculation for the Month of:** \_\_\_\_\_ **Select** / **20 0**

Monthly Asphalt Price Adjustment per Ton = \_\_\_\_\_

Quarterly PPI Price Adjustment **Percentage (%)** = \_\_\_\_\_

Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = \_\_\_\_\_

**MATERIAL #3:**

Select from the drop-down menu if Material #3 is needed

Estimated Total Quantity for Material #3: \_\_\_\_\_ Tons

Check below if applicable:

Select Asphalt Item with Polymer Modification required for Material #3

Select Asphalt Item with Polymer Fibers required for Material #3

**Material #3 - Price Adjustment Calculation for the Month of:** \_\_\_\_\_ **Select** / **20 0**

Monthly Asphalt Price Adjustment per Ton = \_\_\_\_\_

Quarterly PPI Price Adjustment **Percentage (%)** = \_\_\_\_\_

Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = \_\_\_\_\_

**AWARD# 23371 - GROUP - 31502  
 COMPREHENSIVE BITUMINOUS CONCRETE  
 (Asphalt Mix and Cold Patch) (Statewide)  
 ASPHALT MIX - QUICK QUOTE**

**AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road Project # \_\_\_\_\_

Optional Items (select "YES" if the optional item is required for the project):

**Required** (Indicate number of units if applicable):

Select	Optional Flagger		
Yes	Optional General Laborer	4	✓
Select	Paver with Operator		Paver Mobilization 1
Yes	Paver with Operator & Screed Person	1	(Mobilization applies per paver/project) ✓
Select	10-Ton Static Roller		Roller Mobilization 2
Select	10-Ton Static Roller with Operator		(Mobilization applies per roller/project) ✓
Select	10-Ton Vibratory Roller		
Yes	10-Ton Vibratory Roller with Operator	2	✓
Select	Skidsteer with Milling Head		Skidsteer Mobilization 0
Select	Skidsteer with Milling Head w/ Operator		(Mobilization per skidsteer/project)
Select	Water Tank		Water Tank Mobilization 0
Select	Water Tank with Operator		(Mobilization per water tank/project)

Note: Mobilization is a one-time charge (per machine) for the duration of the project

Select Optional Pilot Vehicle with Driver \_\_\_\_\_

Select Optional Additional Construction Sign \_\_\_\_\_

Select Work Zone Traffic Control (WZTC) \_\_\_\_\_

Select Abrading Existing Pavement Markings by the Contractor  
 with Work Zone Traffic Control (WZTC) by the Select from the drop-down  
 Total Linear Feet \_\_\_\_\_

Select Optional Joint Adhesive by the Contractor  
 with Work Zone Traffic Control (WZTC) by the Select from the drop-down  
 Total Linear Feet \_\_\_\_\_

Select OCP Coverage (\$1 Million/occurrence, \$2 Million aggregate)

**AWARD# 23371 - GROUP - 31502**  
**COMPREHENSIVE BITUMINOUS CONCRETE**  
**(Asphalt Mix and Cold Patch) (Statewide)**  
**ASPHALT MIX - QUICK QUOTE**

**AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road Project # \_\_\_\_\_

**Optional Items (select "YES" if the optional item is required for the project):**

**PRODUCTION COLD MILLING**

Select  Price per Square Yard for Production Cold Milling  Select from the drop-down of Bituminous Concrete with Hauling and Disposal by the  Select from the drop-down and sweeping the milled surfaces by the Contractor.

Total Square Yards

**PRODUCTION COLD MICROMILLING**

Select  Price per Square Yard for Production Cold Micromilling (depth less than 2") of Bituminous Concrete with Hauling and Disposal by the  Select from the drop-down and sweeping the milled surfaces by the Contractor.

Total Square Yards

**MOBILIZATION - COLD MILLING / MICROMILLING**

Milling Machine Mobilization  (# of Milling Machines)

Mobilization applies per milling machine per project

Mobilization is a one-time charge (per machine) for the duration of the project

**NOTE: Production Cold Milling and Production Cold Micromilling**

1. When choosing the option "Hauling and Disposal by the Authorized User", the Authorized User will provide trucks (and drivers) for hauling of Production milled material while the Contractor is responsible for project clean-up including sweeping milled surfaces. Material removed during milling operations, including foreign debris (if any) within or on the pavement, shall remain the property of the Authorized User, and shall be disposed of by the Authorized User at its discretion.

2. When choosing the option "Hauling and Disposal by the Contractor", the Contractor will provide trucks for hauling of Production milled material and will be responsible for project clean-up including stockpiling milled materials and sweeping milled surfaces. Material removed during milling operations, including foreign debris within or on the pavement, shall be the property of the Contractor and shall be disposed of at a site obtained by the Contractor.

AWARD# 23371 - GROUP - 31502  
COMPREHENSIVE BITUMINOUS CONCRETE  
(Asphalt Mix and Cold Patch) (Statewide)  
ASPHALT MIX - QUICK QUOTE

AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: Lawrence Kolb road Project # \_\_\_\_\_

Anticipated Project Start Date: \_\_\_\_\_

Estimated Number of Days to Complete Project: \_\_\_\_\_ Days

Agency/User Contact: \_\_\_\_\_

Agency/User Phone: \_\_\_\_\_

Quick Quote Must be Returned by: \_\_\_\_\_

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Lawrence Kolb Drive 12.5 mm top course overlay @ 1.75"

**AWARD# 23371 - GROUP - 31502  
 COMPREHENSIVE BITUMINOUS CONCRETE  
 (Asphalt Mix and Cold Patch) (Statewide)  
 ASPHALT MIX - QUICK QUOTE**

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

**Note: The Contractor should develop the Quick Quote based on the options chosen by the User**

Project Name: Lawrence Kolb road Project # \_\_\_\_\_

**Contractor:** Select from the drop-down menu

Plant #: \_\_\_\_\_ Phone: \_\_\_\_\_

Plant Location: \_\_\_\_\_

Material #1: 404.1282 - 12.5 Top or Binder, 80 Series Compaction, F2 Asphalt Pavement	
A	Price (F.O.B. Price for Material) = <u>\$94,000</u> per Ton ✓
<i>Material #1 - Price Adjustment Calculation for the Month of:</i> <u>Select</u> / <u>20 0</u>	
B	Monthly Asphalt Price Adjustment per Ton = <u>\$0.000</u>
C	Quarterly PPI Price Adjustment <b>Percentage (%)</b> = <u>0.00%</u>
D	Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = <u>0.00%</u>
E	Quarterly PPI Price Adjustment (A x C x D) = <u>\$0.000</u>
F1	Polymer Modification (Not Requested) _____ per Ton
F2	Polymer Fibers (Not Requested) _____ per Ton
G	Price Material w/ Price Adjustments (A + B) + (E) + (F1) + (F2) = <u>\$94,000</u> per Ton
<i>Delivery Cost Calculation:</i>	
Estimated Haul Distance: <u>24.00</u> Miles	
H	Price Ton/Mile Hauling (0 - 1 Mile) = <u>\$3.750</u> per Ton
I	Price Ton/Mile Hauling (1 + Miles) = <u>\$0.450</u> per Ton
J	Total Delivery Cost: H + [ I x (Estimated Haul Distance -1) ] = <u>\$14.100</u> per Ton ✓
K	Total Tons <u>242.640</u>
L	Total Material plus Delivery Cost (G + J) x Total Tons = <u>\$26,229.384</u>

**AWARD# 23371 - GROUP - 31502**  
**COMPREHENSIVE BITUMINOUS CONCRETE**  
**(Asphalt Mix and Cold Patch) (Statewide)**  
**ASPHALT MIX - QUICK QUOTE**

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road

Project # \_\_\_\_\_

**Material #2: Not Requested by User**

M Price (F.O.B. Price for Material) = \_\_\_\_\_ per Ton

Material #2 - Price Adjustment Calculation for the Month of        Select / 20 0

N Monthly Asphalt Price Adjustment per Ton = \$0.000

O Quarterly PPI Price Adjustment Percentage (%) = 0.00%

P Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = 0.00%

Q Quarterly PPI Price Adjustment (M x O x P) = \$0.000

R1 Polymer Modification (Not Requested) \_\_\_\_\_ per Ton

R2 Polymer Fibers (Not Requested) \_\_\_\_\_ per Ton

S Price Material w/ Price Adjustments (M + N) + (Q) + (R1) + (R2) = \$0.000 per Ton

Delivery Cost Calculation

Estimated Haul Distance: \_\_\_\_\_ Miles

T Price Ton/Mile Hauling (0 - 1 Mile) = \_\_\_\_\_ per Ton

U Price Ton/Mile Hauling (1 + Miles) = \_\_\_\_\_ per Ton

V Total Delivery Cost: T + [U x (Estimated Haul Distance - 1)] = \$0.000 per Ton

W Total Tons 0.000

X Total Material plus Delivery Cost (S + V) x Total Tons = \$0.000

AWARD# 23371 - GROUP - 31502  
 COMPREHENSIVE BITUMINOUS CONCRETE  
 (Asphalt Mix and Cold Patch) (Statewide)  
 ASPHALT MIX - QUICK QUOTE

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road

Project # \_\_\_\_\_

**Material #3: Not Requested by User**

Y	Price (F.O.B. Price for Material) = _____	per Ton	
	<i>Material #3 - Price Adjustment Calculation for the Month of _____</i>		
		Select /	20.0
Z	Monthly Asphalt Price Adjustment per Ton = _____	\$0.000	
A1	Quarterly PPI Price Adjustment Percentage (%) = _____	0.00%	
B1	Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = _____	0.00%	
C1	Quarterly PPI Price Adjustment (Y x A1 x B1) = _____	\$0.000	
D1	Polymer Modification (Not Requested) _____	per Ton	
D2	Polymer Fibers (Not Requested) _____	per Ton	
E1	Price Material w/ Price Adjustments (Y + Z) + (C1) + (D1) + (D2) = _____	\$0.000	per Ton
<i>Delivery Cost Calculation</i>			
	Estimated Haul Distance _____	Miles	
F1	Price Ton/Mile Hauling (0 - 1 Mile) = _____	per Ton	
G1	Price Ton/Mile Hauling (1+ Miles) = _____	per Ton	
H1	Total Delivery Cost: F1 + [G1 x (Estimated Haul Distance - 1)] = _____	\$0.000	per Ton
I1	Total Tons _____	0.000	
J1	Total Material plus Delivery Cost (E1 + H1) x Total Tons = _____	\$0.000	

**AWARD# 23371 - GROUP - 31502  
 COMPREHENSIVE BITUMINOUS CONCRETE  
 (Asphalt Mix and Cold Patch) (Statewide)  
 ASPHALT MIX - QUICK QUOTE**

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road Project # \_\_\_\_\_

**Optional Items:**

*Optional Items Not Requested by the User will be Grayed Out*

Price per Day per Paver with Operator = \_\_\_\_\_  
 Number of Pavers = 0 Number of Days = \_\_\_\_\_  
 Total Paver with Operator = \$0.000

Price per Day per Paver with Operator & Screed Person = \$3,800.000 ✓  
 Number of Pavers = 1 Number of Days = 1.00  
**Total Paver With Operator & Screed Person = \$3,800.000**

Paver Mobilization per Project = \$1,000.000 Total # of Pavers = 1  
**Total Paver Mobilization per Project = \$1,000.000**

Price per Day per 10-Ton Static Roller = \_\_\_\_\_  
 Number of Rollers = 0 Number of Days = \_\_\_\_\_  
 Total 10-Ton Static Roller(s) = \$0.000

Price per Day per 10-Ton Static Roller with Operator = \_\_\_\_\_  
 Number of Rollers = 0 Number of Days = \_\_\_\_\_  
 Total 10-Ton Static Roller(s) with Operator = \$0.000

Price per Day per 10-Ton Vibratory Roller = \_\_\_\_\_  
 Number of Rollers = 0 Number of Days = \_\_\_\_\_  
 Total 10-Ton Vibratory Roller(s) = \$0.000

Price per Day per 10-Ton Vibratory Roller with Operator = \$1,900.000  
 Number of Rollers = 2 Number of Days = 1.00  
**Total 10-Ton Vibratory Roller(s) with Operator = \$3,800.000**

Roller Mobilization per Project (per Roller) = \$1,000.000 # of Rollers = 2  
**Total Roller(s) Mobilization per Project = \$2,000.000**

**AWARD# 23371 - GROUP - 31502  
 COMPREHENSIVE BITUMINOUS CONCRETE  
 (Asphalt Mix and Cold Patch) (Statewide)  
 ASPHALT MIX - QUICK QUOTE**

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road Project # \_\_\_\_\_

**Optional Items (Cont'd):**

Price per Day per Skidsteer with Milling Head = _____	
Number of Skidsteers = <u>0</u>	Number of Days = _____
<b>Total Skidsteer(s) with Milling Head = \$0.000</b>	
Price per Day per Skidsteer with Milling Head with Operator = _____	
Number of Skidsteers = <u>0</u>	Number of Days = _____
<b>Total Skidsteer(s) with Milling Head with Operator = \$0.000</b>	
Skidsteer Mobilization per Project = _____	# of Skidsteer = <u>0</u>
<b>Total Skidsteer(s) Mobilization per Project = \$0.000</b>	
Price per Day per Water Tank = _____	
Number of Water Tanks = <u>0</u>	Number of Days = _____
<b>Total Water Tank(s) = \$0.000</b>	
Price per Day per Water Tank with Operator = _____	
Number of Water Tanks = <u>0</u>	Number of Days = _____
<b>Total Water Tank(s) with Operator = \$0.000</b>	
Water Tank Mobilization per Project = _____	# of Water Tanks = <u>0</u>
<b>Total Water Tank(s) Mobilization per Project = \$0.000</b>	
Price Work Zone Traffic Control = _____	
Number of Days = _____	
<b>Total Work Zone Traffic Control = \$0.000</b>	



**AWARD# 23371 - GROUP - 31502  
 COMPREHENSIVE BITUMINOUS CONCRETE  
 (Asphalt Mix and Cold Patch) (Statewide)  
 ASPHALT MIX - QUICK QUOTE**

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION**

Project Name: Lawrence Kolb road Project # \_\_\_\_\_

**Optional Items (Cont'd):**

**Production Cold Milling**

Price per Square Yard for Production Cold Milling Not Needed of  
 Bituminous Concrete with Hauling and Disposal by the Not Requested  
 and sweeping the milled surfaces by the Contractor = \_\_\_\_\_ /SY

Total Square Yards = 0.000

Total Production Cold Milling = \$0.000

**Production Cold Micromilling**

Price per Square Yard for Production Cold Micromilling (depth less than 2") of  
 Bituminous Concrete with Hauling and Disposal by the Not Requested  
 and sweeping the milled surfaces by the Contractor = \_\_\_\_\_ /SY

Total Square Yards = 0.000

Total Production Cold Micromilling = \$0.000

**Mobilization Production Cold Milling and/or Micromilling**

Price Milling Machine Mobilization per Project = \_\_\_\_\_

# of Milling Machines = 0

Total Milling / Micromilling Mobilization per Project = \$0.000

**Total Amount for Cold Milling/Micromilling plus Mobilization = \$0.000**

**COP Insurance = \_\_\_\_\_**

**Total Amount for Optional Items = \$14,120.000**





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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 332-25

**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 Budget Transfer Within The 2025 Water Fund for Chemical Costs**

**BE IT RESOLVED**, that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$23,420.03 in the following manner to cover a shortage.

FROM	AMOUNT TO
F.8330.200 – Equipment	\$23,420.03 F.8330.458 – Chemicals

Prepared by:  
 Jacob Tawil

**Attachments:**

1.	chemicals
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# DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

Date: November 26, 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 *J. Tawil*  
Re: Transfer of Funds for WTP Chemicals

We respectfully request a transfer within our 2025 budget lines from our Equipment line to our Chemical line to cover shortage of funds

	FROM	AMOUNT	TO
1.	F.8330.200 Equipment	\$23,420.03	F.8330.458 Chemicals

Thank you.

MC

2w TO DO - BOE MEMO  
\$ 23,420.03 → 458

**Mary Connolly**

---

**From:** Katie Gass  
**Sent:** Thursday, November 20, 2025 3:17 PM  
**To:** Mary Connolly  
**Cc:** jtawil14@yahoo.com  
**Subject:** FW: Chemical Line Shortfall

Mary-

Per Jacob, please look to find the necessary funds. He asks that you include Chris' email below as backup when requesting the transfer from BOE.

Thanks.

**Katie Gass | Senior Clerk**  
Department of Public Works  
16 James Street  
Middletown, NY 10940  
Phone: (845)343-3169  
Fax: (845)343-4014  
Email: [kgass@middletownny.gov](mailto:kgass@middletownny.gov)  
Website: [www.middletownny.gov](http://www.middletownny.gov)

---

**From:** Chris Bollin <[chris.bollin@h2oinnovation.com](mailto:chris.bollin@h2oinnovation.com)>  
**Sent:** Thursday, November 20, 2025 10:07 AM  
**To:** jtawil14@yahoo.com; Katie Gass <[kgass@middletownny.gov](mailto:kgass@middletownny.gov)>  
**Subject:** Chemical Line Shortfall

Morning Jacob,  
As a follow-up about the water plants' chemical budget being short. I have compared this year's chemical prices to last year. All the chemical prices have gone up from last year. Caustic is up \$0.64 per gallon, Chlorite is up \$0.79 per gallon HCL (Hydrochloric Acid) is up \$0.34 per gallon, Fluosilicic acid is up \$0.10 per gallon, Chlorine is up \$0.08 per gallon and alum \$0.01 per gallon.

Thanks,  
Chris



**Chris Bollin**  
Project Manager  
C: (845) 532-6496  
E: [chris.bollin@h2oinnovation.com](mailto:chris.bollin@h2oinnovation.com)  
4 Commerce Street  
Poughkeepsie, NY 12603  
[www.h2oinnovation.com](http://www.h2oinnovation.com)





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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 333-25

**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 Budget Transfers Within The 2025 Sewer Fund For Replacement Of A Failed HVAC Unit At The Sewer Treatment Plant**

**BE IT RESOLVED**, that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer **\$24,945.00**, in the following manner to replace an HVAC unit at the Sewer Treatment Plans.

FROM	AMOUNT TO
G.8130.200 – Equipment	<b>\$5,458.87</b> G.8130.400 – Contractual
G.8130.450 – Materials & Supplies	<b>\$13,011.83</b> G.8130.400 – Contractual
G.8130.446 – Sludge	<b>\$2,301.46</b> G.8130.400 – Contractual
G.8130.440 – Repairs to Equipment	<b>\$4,172.84</b> G.8130.400 – Contractual

Prepared by:

Jacob Tawil

**Attachments:**

1.	hvac
----	------

# DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

Date: November 26, 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 J. Tawil  
Re: Transfer of Funds for STP HVAC

We respectfully request a transfer within our 2025 budget lines to cover a new HVAC unit at the Sewer Treatment Plant that has failed.

FROM	AMOUNT	TO
1. G.8130.200 Equipment	\$5,458.87	G.8130.400 Contractual
2. G.8130.450 Material & Supplies	\$13,011.83	G.8130.400 Contractual
3. G.8130.446 Sludge	\$2,301.46	G.8130.400 Contractual
4. G.8130.440 Repairs to Equipment	\$4,172.84	G.8130.400 Contractual

Thank you.

**Val Bruni Plumbing and Heating Inc.**  
 PO Box 864  
 25-1/2 Webb Road  
 Middletown, NY 10940

# QUOTATION

Quote Number: 1075-Q58050  
 Quote Date: Oct 10, 2025  
 Page: 1

Voice: 845-342-4356  
 Fax: 845-342-4359

Quoted To
CITY OF MIDDLETOWN 16 JAMES ST MIDDLETOWN, NY 10940

Job Location
MIDDLETOWN WASTEWATER PLANT 159 DOLSON AVE. MIDDLETOWN, NY 10940

Customer ID	Good Thru	Payment Terms
MDTN CITY - 1075	11/9/25	Net 5 Days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Item Qty	Description	Price Each	Amount
	<p>THE INSTALLATION OF NEW HVAC TO TAKE THE PLACE OF A FAILED CONDENSING UNIT IN THE MAIN BUILDING:            EXISTING CONDENSING UNIT HAS FAILED AND IS LEAKING. CAN NOT BE REPAIRED. UNIT IS R-22 AND OBSOLETE.            NOTES: THE CURRENT LOCATION OF THE UNIT IS IN AN INCONVENIENT SPOT AND NOT EASILY ACCESSIBLE.            - REMOVING AND RE-INSTALLING IN THE EXISTING SPOT WOULD CREATE HIGH LABOR COSTS. THUS, WE PROPOSE A DIFFERENT SET-UP:</p> <p>SUPPLY AND INSTALL (1) COMFORT AIRE 48000 BTU OUTDOOR MULTI-PORT CONDENSER.            SUPPLY (2) 12000 BTU CEILING CASSETTES, AND (2) 9000 BTU CEILING CASSETTES.            CASSETTES TO BE PLACED IN ACCESSIBLE AREAS IN THE CEILING GRID.            OUTDOOR UNIT IS A COMBO AC AND HEAT MINI SPLIT UNIT. THEREFORE, IT WOULD BE ABLE TO SUPPLY BOTH HEATING AND COOLING.            PRICE INCLUDES EQUIPMENT, LABOR, MATERIALS, LINESET, REFRIGERATION, PIPE, FITTINGS, START UP AND TESTING.</p>		
1.00	ESTIMATED LABOR:	12,000.00000	12,000.00
1.00	ESTIMATED MATERIAL/OVERHEAD: LABOR BASED ON NYS PREVAILING WAGE SCHEDULE.	12,945.00000	12,945.00

ALL WORK WILL CONFORM WITH N.Y.S. AND LOCAL CODES.  
 OWNER AGREES THAT THE PRICE QUOTED IS BARRING ANY UNFORSEEN CIRCUMSTANCES.  
 ANY DELAYS OR ADDITIONAL MATERIALS REQUIRED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL WILL BE BILLED AS ADDITIONAL COST ABOVE QUOTED PRICE. (QUOTE IS GOOD FOR 30 DAYS.)  
 MATERIALS HOLD MANUFACTURERS WARRANTIES ONLY

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

**Val Bruni Plumbing and Heating Inc.**  
 PO Box 864  
 25-1/2 Webb Road  
 Middletown, NY 10940

# QUOTATION

Quote Number: 1075-Q58050  
 Quote Date: Oct 10, 2025  
 Page: 2

Voice: 845-342-4356  
 Fax: 845-342-4359

Quoted To
CITY OF MIDDLETOWN 16 JAMES ST MIDDLETOWN, NY 10940

Job Location
MIDDLETOWN WASTEWATER PLANT 159 DOLSON AVE. MIDDLETOWN, NY 10940

Customer ID	Good Thru	Payment Terms
MDTN CITY - 1075	11/9/25	Net 5 Days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Item Qty	Description	Price Each	Amount
	IF YOU HAVE ANY QUESTIONS, OR WOULD LIKE TO MEET US ON SITE TO DISCUSS, PLEASE ADVISE. THANK YOU!		

ALL WORK WILL CONFORM WITH N.Y.S. AND LOCAL CODES.  
 OWNER AGREES THAT THE PRICE QUOTED IS BARRING ANY UNFORSEEN CIRCUMSTANCES.  
 ANY DELAYS OR ADDITIONAL MATERIALS REQUIRED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL  
 WILL BE BILLED AS ADDITIONAL COST ABOVE QUOTED PRICE. (QUOTE IS GOOD FOR 30 DAYS.)  
 MATERIALS HOLD MANUFACTURERS WARRANTIES ONLY

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Subtotal	24,945.00
Sales Tax	
<b>TOTAL</b>	<b>24,945.00</b>



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 334-25

**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 Water Withdrawal Permit: CDM Smith Amendment #3 –  
 Additional Professional Engineering Services**

**BE IT RESOLVED;** that the Common Council of the City of Middletown **concurs with the Board of Estimate and Apportionment** and hereby **accepts Amendment #3 from CDM Smith**, dated **November 10, 2025**, for additional professional engineering services related to the **Mill Pond permanent skimming project/permanent water source**, in the amount of **\$35,100.00**.

These additional services are required to address items outlined in the correspondence from the **New York State Department of Environmental Conservation (NYSDEC)** dated **November 10, 2025**, specifically for **Freshwater Wetland Permit Assistance and SEQRA Process Completion**

**BE IT FURTHER RESOLVED;** that the Treasurer is hereby authorized to transfer **\$35,100.00**

in the following manner:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
Water Fund Balance F.8310.400		\$35,100.00

The NYSDEC response dated November 10, 2025 is included for review.

Prepared by:  
Jacob Tawil

**Attachments:**

1.	BOE MEMO- CDM SMITH AMENDMENT 3
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# DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

Date: November 14, 2025  
To: Honorable Mayor DeStefano, Members of the Board of Estimate  
and Apportionment, Members of the Common Council  
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk  
From: Jacob Tawil, Commissioner of Public Works *J. Tawil*  
Re: Water Withdrawal Permit: Amendment #3- Additional Professional  
Engineering Services

Enclosed, please find Amendment #3 from CDM Smith dated November 10, 2025 for additional professional services for the Mill Pond permanent skimming project/ permanent water source in the amount of \$35,100.

The additional services will focus specifically on the reply that we just received from NYSDEC dated November 10, 2025, specifically for:

- Freshwater Wetland Permit Assistance
- SEQRA Process Completion

We are requesting a transfer of funds in the amount of \$35,100 as described below.

<b>FROM</b>	<b>AMOUNT</b>	<b>TO</b>
Water Fund Balance	\$35,100.00	F.8310.400 Water Contractual

Included for your review is the response from NYSDEC dated November 10, 2025.

Thank you.

JT/kg



324 South Service Road  
Melville New York 11747  
Tel: 516.496.8400  
Fax: 516.921.1521

November 10, 2025

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

Subject: Amendment No. 3 – Additional Professional Engineering Services to Support the Water Withdrawal Permit Application for Mill Pond Permanent Skimming Project

Dear Mr. Tawil:

Camp Dresser McKee & Smith (CDM Smith) is respectfully requesting an amendment to our contract to provide additional professional engineering services related in support of the Water Withdrawal Permit Application for Mill Pond Permanent Skimming.

On March 12, 2025, New York State Department of Environmental Conservation (NYSDEC) issued a comment letter regarding the City's Water Withdrawal Public Permit Renewal Application along with the City's Water Withdrawal Public Permit Modification Request for the installation of a permanent intake in Mill Pond. As requested by the City, CDM Smith assisted the City with submitting a new revised engineering report that combines the Water Withdrawal Public Permit Renewal Application and the Water Withdrawal Public Permit Modification Request for Mill Pond.

In addition, CDM Smith prepared and submitted an updated Joint Application Form (JAF) to the US Army Corps of Engineers (USACE) and the NYSDEC on behalf of the City for the water withdrawal increase and impact to wetlands and navigable waters associated with the Mill Pond Project. CDM Smith also completed Water Withdrawal Application Supplement WW-1 as required for the JAF.

The scope of work listed above was completed within the existing Mill Pond Project upper limit. However, the following additional tasks that must be performed to fully comply with NYSDEC requirements:

### **Freshwater Wetland Permit Assistance (Task 6)**

New York State freshwater wetland regulations were recently modified based on NYSDEC's amended Article 24, Freshwater Wetlands Jurisdiction and Classification regulations (6 NYCRR Part 664), which went into effect on January 1, 2025. As a result, the City of Middletown must determine if the Mill Pond project location contains regulated freshwater wetlands by either submitting a request for a Parcel Jurisdictional Determination (Parcel JD) or a submitting a "Parcel JD – Consultant Option" to the Region 3 Bureau of Ecosystem Health.





Mr. Jacob Tawil, P.E.  
November 10, 2025  
Page 2

In response to this new freshwater wetland regulations, CDM Smith submitted a request for Parcel JD for the Mill Pond Project in May of 2025 and we are currently awaiting a response from the NYSDEC. However, due to the proximity of the parcel where the City is installing the permanent intake and associated raw water main, it is anticipated the City will be required to delineate the wetlands within the project boundaries and mitigate or address the impacts to these wetlands.

CDM Smith proposes to subcontract with Davey Resource Group (DRG) and DRG will delineate and document the characteristics of wetlands within the Project Study Area (PSA). DRG will collect all necessary data to determine wetland boundaries in accordance with the requirements of NYSDEC. Wetlands will be delineated in accordance with the 1987 U.S. Army Corps of Engineers Manual for Delineating Jurisdictional Wetlands and the appropriate supplement, as required by the USACE under the Federal Clean Water Act and in accordance with the NYSDEC (January 1996) Freshwater Wetlands Delineation Manual as required under the NY Freshwater Wetland Act. DRG will perform the field survey of soils, vegetation and hydrology; flagging of the wetland/upland boundary at the site; take color photographs and record soils, vegetation and hydrologic characteristics of wetlands and uplands at representative locations and collect all wetland boundary and sample station flag points via GPS with submeter accuracy.

CDM Smith will then incorporate the wetland/upland boundary line into the existing Mill Pond Raw Water Pump and Water Main permit review design drawings. It is anticipated that the wetland impacts will be minimal and not require extensive mitigation or changes to the design. For example, CDM Smith assumes that the wetland/upland boundary line will allow the new raw water main to continue to be installed via open cut and cover method as currently proposed. Should major impacts due to wetlands be identified during the wetland field investigations, CDM Smith will advise the City of the issues and provide recommendations, and additional scope and budget requirements, if necessary to address mitigation of wetland impacts.

CDM Smith proposed cost for this additional scope of work is presented in Table 1 below.

### **New York State Environmental Quality Review Act (SEQR) Assistance (Task 7)**

As part of the Notice of Incomplete Application (NOIA) letter dated August 15, 2022, NYSDEC requested that the City submit a Full Environmental Assessment Form (FEAF) as a Type I action. NYSDEC stated that the original 1981 SEQR Negative Declaration for the use of Mill Pond that submitted as part of the City's Water Withdrawal Public Permit Modification Request for the installation of a permanent intake in Mill Pond specifically refers to the use as temporary. Therefore, making the change from a temporary to permanent source is subject to SEQR and Type I as a proposed use of water more than 2.0 million gallons per day of water.

In response, CDM Smith prepared Part 1 of the Full Environmental Assessment Form for the Mill Pond Intake Project, which was included in the JAF package in June of 2025. However, the City must



Mr. Jacob Tawil, P.E.  
November 10, 2025  
Page 3

complete the entire SEQR process for a Type 1 action. CDM Smith will therefore assist the City in performing the required notifications and completing the SEQRA process for the permanent Mill Pond withdrawal. CDM Smith will prepare and distribute lead agency request letters to the involved agencies and complete Parts 2 and 3 of the Full EAF. It is anticipated that upon completion of the SEQRA review of the project, it will be classified as an Unlisted Action with no significant impacts, resulting in a negative declaration. It is also assumed that the City will serve as the lead agency and that it will not be necessary to prepare an Environmental Impact Statement or hold a public hearing.

CDM Smith proposed cost for this additional scope of work is presented in Table 1 below.

### Cost of Services Summary

The following table summarizes the fee for each of the additional scope task described above.

**Table 1 – Cost Summary**

Scope Item	Description	Task Total <sup>1</sup>
6	Freshwater Wetland Permit Assistance <sup>1</sup>	\$23,900
7	SEQR Assistance <sup>1</sup>	\$11,200
<b>Total Amendment No. 3</b>		\$35,100
<b>Existing Contract Upper Limit</b>		\$133,400
<b>New Contract Upper Limit</b>		\$168,500
<sup>1</sup> Includes labor and other direct costs		

Therefore, we are requesting a total increase in the budget of \$35,100. Billing terms within the original contract will apply. We look forward to continuing to work with the City on this important assignment. Please feel free to contact me if you have any questions regarding this scope.

Very truly yours,

Keith F. Kelly, P. E.  
Partner  
Camp Dresser McKee & Smith

cc: P. Cabral, CDM Smith

## Katie Gass

---

**From:** Crist, Rebecca S (DEC) <rebecca.crist@dec.ny.gov>  
**Sent:** Monday, November 10, 2025 12:05 PM  
**To:** Cabral, Paul; Jacob Tawil; jtawil14@yahoo.com  
**Cc:** mayordestefano@yahoo.com; Kruegler, James (HEALTH); SGagnon@orangecountygov.com; Roy, Aparna (DEC); Cherian, Manju (DEC); Hock, John P (DEC); Fraatz, Michael R (DEC); Turturro, Kelly R (DEC); O'Malley, Tracey L (DEC); Katie Gass; Kelly, Keith; Schmidt, Christopher  
**Subject:** 3-3399-00085\_00001 (WWP) Renewal/Modification - City of Middletown Water System - Notice of Incomplete Application

Paul,

DEC has reviewed the submitted materials and is generally satisfied with the applications for renewal and modification. However, two items from the previous Request of Additional Information for the Mill Pond modification are still pending:

Comment 16: The June response said that the City was waiting on a response to a Parcel Jurisdiction Determination (JD) request on Freshwater Wetlands jurisdiction. A complete application requires either a negative Parcel JD, a positive Parcel JD with a Negative Project JD, or a complete application for Freshwater Wetland permit for any confirmed disturbance to regulatory wetlands. Please advise as to the result of your Parcel JD request.

Comment 17: The cover letter stated that the City would be undertaking SEQR, however no coordination for Lead agency or submission of an EAF has been received to date. SEQR must be satisfied for a complete application of the modification.

The application for renewal and modification of the permit will remain incomplete until:

- The City either receives a negative parcel or project jurisdiction determination or submits a complete application for permit for freshwater wetlands;
- SEQR is addressed by either a Negative Declaration or Draft Environmental Impact Statement accepted by the Lead agency for review.

Please note that the proposed addition of Mill Pond as a permanent source and expansion of the existing taking by more than 10% of the capacity, therefore it is a major action pursuant to Uniform Procedures. A minimum 15-day public comment period will be required once the application is deemed complete.

A response to this Notice of Incomplete Application is required by December 10, 2025.

**Rebecca Crist** (*she/her*)  
Deputy Permit Administrator

**New York State Department of Environmental Conservation**  
Division of Environmental Permits  
21 South Putt Corners Road, New Paltz, NY 12561  
P: (845) 256-3014 | F: (845) 255-4659 | [rebecca.crist@dec.ny.gov](mailto:rebecca.crist@dec.ny.gov)

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



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin  
 Seconded by: None  
 Date of Adoption: December 2, 2025  
 Index No: 335-25

**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 Acceptance of A Draft Proposal From Clark Patterson Lee (CPL)  
 For The Replacement Of The City Police Department Building Roof**

**WHEREAS**, the existing roof of the City of Middletown Police Department Building has exceeded its useful life, lacks proper insulation, and contains multiple points of failure; and

**WHEREAS**, preliminary observations indicate that water infiltration may have penetrated structural concrete components, causing spalling and deterioration due to rusting reinforcement and freeze-thaw cycles; and

**WHEREAS**, roofing manufacturers, including those whose systems were successfully used at the DPW Water Department and Street Department buildings, have inspected the Police Department roof and determined that an overlay roofing system is not compatible with the existing roof structure; and

**WHEREAS**, a full roof design and replacement is therefore required to ensure compliance with current New York State Building Code and Energy Code requirements; and

**WHEREAS**, CPL has submitted a draft proposal for professional design services to prepare the necessary plans and bid documents, which, upon completion, will allow the project to be publicly advertised for competitive bidding; and

**WHEREAS**, this draft proposal is intended to serve as a placeholder on the next Board of Estimate and Apportionment agenda, with a final proposal and project cost estimate anticipated by the date of the meeting; and

**WHEREAS**, this work will constitute a Capital Project and shall be established and funded accordingly;

**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 acceptance of the draft proposal submitted by CPL for the design and replacement of the roof of the City Police Department Building.

Prepared by:  
Jacob Tawil

**Attachments:**

1.	Middletown Police Station Roof Proposal 2025.11.19
----	--



November 18, 2025

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

**Re: 2 James Street – Middletown Police Station Roof Replacement**

Dear Mr. Tawil,

In accordance with our discussions, we are pleased to submit a proposal for the Middletown Police Station Roof Replacement project for the City of Middletown. Our understanding of this project is the City of Middletown is looking to replace the roof of their Police Station on the upper portion of the building only, which is approximately 5,250 sf.

### **SCOPE OF SERVICES**

To date, CPL conducted an on-site meeting with Tremco (roofing manufacturer) to evaluate whether the existing roof could be restored using their liquid-applied system. Following the assessment, it was determined that restoration is not feasible and a full roof replacement is required.

Our services would include the following tasks:

#### ***TASK 1: Environmental Testing***

CPL will consult with an environmental testing agency to test all interior/exterior building materials to determine if any hazardous materials are present.

#### ***TASK 2: 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%).
  - Develop architectural Design Development (60%) documents.
  - Develop architectural Construction Documents (90%).
  - Prepare a bid package including definition of scope of work, front-end specifications, technical specifications, drawings, terms and conditions (Bid Set).
- Consult with the Owner regarding the project budget, timetable, and bidding Options.



- Prepare hazardous material abatement plans (if required).
- Provide construction estimates at each drawing package milestone listed above.

**TASK 3: 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 for each contract 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.

**COMPENSATION**

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

Task 1: Environmental Testing	\$ 7,000.00 allowance
Task 2: Design	\$ 34,000.00 Lump Sum
Task 3: Bid	\$ 7,000.00 Lump Sum
<b>LUMP SUM TOTAL</b>	<b>\$ 48,000.00 Lump Sum</b>

Not included in this proposal:

- \*Reimbursable expenses.
- Boundary survey. CPL will provide a separate proposal for this upon request.
- Topographical survey. CPL will provide a separate proposal for this upon request.
- Underground utility mapping. CPL will provide a separate proposal for this upon request.
- Construction Administration services. CPL will provide a separate proposal for this upon request.
- Environmental Phase I and or II study.
- Any fees for agency reviews, applications, permits, or licenses.
- Third party special inspection services of all Structural components as scheduled in the bid documents.
- Contractor Construction Management services.
- Property survey for the purpose of obtaining easements or rights-of-way.
- Preparation of legal descriptions.
- Preparation of easement maps and descriptions.
- Design of Fire suppression system.
- Direct design of communication, data exchange or security systems, except for conduit and connection locations. We will provide coordination efforts with others performing these services and assist the Owner in selecting appropriate vendors/consultants.



- Landscaping plans or retaining wall design, except for retaining walls that may be required for access drives and parking lots.
- Direct design of office furniture, office equipment and signage not required by the Building Code. We will provide coordination efforts with others performing these services and assist the Owner in selecting appropriate vendors/consultants.
- Involvement with LEED Certifications or other green building initiatives.
- Grant applications or funding paperwork.
- Meeting any new funding agency requirements or reviews for future State or Federal funding sources that may be obtained including MWBE requirements and American Iron and Steel compliance.
- Solar analysis. We will provide a separate proposal for this scope of services.

\*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 Johnson  
 Seconded by: None  
 Date of Adoption: December 2, 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

**Local Law #3 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:

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:  
Rick McCormack, City Clerk

**Attachments:**

1.	Local Law 3 - 2025 - Term of Director OECD
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**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:

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.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi  
 Seconded by: None  
 Date of Adoption: December 2, 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

**Local Law # 4 of 2025: A Local Law Increasing the Salaries of The Mayor, President of The Common Council, And All Aldermen on The Common Council**

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 salaries of the Mayor, President of the Common Council, and all Aldermen on the Common Council.

Section 2. Section 64 of the Charter of the City of Middletown is hereby amended by replacing the second full paragraph thereof to read in its entirety as follows:

The Board of Estimate and Apportionment may provide that the employees of the Public Works

Department, the Parks Department and the Water Department be hired on a per diem or a weekly basis and said board is empowered to increase the compensation of all city employees at any time during the fiscal year with the approval of the Common Council. The annual salary of the Mayor shall be One Hundred Twenty-Five Thousand dollars (\$125,000.00). The annual salary of the President of the Common Council shall be Thirty Thousand dollars (\$30,000.00). The annual salary of each Alderman shall be Twenty Thousand dollars (\$20,000.00). The aforementioned salaries for the Mayor, President of the Common Council, and all Aldermen shall take effect with the terms of office commencing January 1, 2026. Salaries and compensation of officers and employees shall be paid at such times as the Common Council shall by general ordinance determine.

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:  
Rick McCormack, City Clerk

**Attachments:**

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi  
 Seconded by: None  
 Date of Adoption: December 2, 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

**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