

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MAY 3, 2022**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES (NOTHING THIS EVENING)
4. CORRESPONDENCE, COMMUNICATIONS AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
Middletown School District Superintendent's 2022-2023 Budget Presentation
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES (NOTHING THIS EVENING)
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)
 - Resolution authorizing a lease extension with the Friends of Thrall Library Used Book Store
 - Resolution adjusting timeline for the development of 11-15 King Street
 - Resolution authorizing a \$50,000 budget transfer for repairs at the Paramount Theatre
 - Resolution authorizing a budget adjustment for the Senior Center to Fund Senior Trips.
 - Resolution authorizing the purchase of WTP Chemicals from an alternate vendor
 - Resolution authorizing an increase in the purchase price for JCI Jones Chemical
 - Resolution authorizing an increase in a retainer fees for Freeman & Howard
 - Resolution authoring an increase in the credit limit for Exxon Mobil gas card
 - Resolution issuing a Negative Declaration of environmental impact under SEQRA and the Regulations for the Zoning change of 44-48 East Ave, from DMU Mixed Use to R-2
 - Resolution authorizing the a zoning change for 44-48 from DMU Mixed Use to R-2
13. LOCAL LAWS (NOTHING THIS EVENING)
14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)
15. ADJOURNMENT

**The agenda is tentative and established on all accessible information at this time.
Items may be eliminated at any time. Resolutions are added on an emergency basis.**



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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 84-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign a lease extension with the Friends of Thrall Library for the used book store building located at 7-9 Depot Street.

CITY OF MIDDLETOWN
Office of Economic & Community Development

RECEIVED
APR 25 2022
City Clerk
City of Middletown

April 24, 2022

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

RE: Friends of Thrall Library Lease

Dear Members:

I am requesting the following authorization to approve the lease extension with the Friends of Thrall Library regarding the used book store building; 7-9 Depot Street.

Also, to authorize the Mayor to sign the lease agreement extension that has been prepared by Corporation Counsel, Alex Smith.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

LEASE EXTENSION AGREEMENT

AGREEMENT OF LEASE EXTENSION, made this day of May, 2022 by and between:

CITY OF MIDDLETOWN

a municipal corporation with its principal place of business at 16 James Street, Middletown, New York 10940, hereinafter referred to as "Landlord", and

FRIENDS OF MIDDLETOWN THRALL LIBRARY, INC.

an entity whose mailing address is 11-19 Depot Street, Middletown, New York 10940, hereinafter referred to as "Tenant":

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. **Letting of Premises.** The Landlord hereby leases to the Tenant and the Tenant hereby hires from the Landlord the following described premises, viz.:

7-9 Depot Street
Middletown, New York
Section 31, Block 12, Lot 15 on the City of Middletown tax roll

to be used as a bookstore by Tenant. The Tenant agrees to have the bookstore open to the public on Tuesday and Wednesday of each week from 12:00 p.m. to 4:00 p.m., and on Saturday of each week from 12:00 p.m. to 4:00 p.m.

2. **Term.** The Tenant shall be entitled to have and to hold the demised premises with the appurtenances, rights and privileges for a **ten (10) year term** beginning on May 1, 2022, and ending on April 30, 2032.

3. **Rent.** There will be no monthly rent in consideration of the other provisions of this lease.

4. **Utility Charges and Assessments.** Tenant is responsible for all utilities for the term of this Lease, and retroactively to any time period in which the Tenant has been in possession of the premises.

5. **Profits.** The Tenant is a not-for-profit corporation and operates its bookstore solely for the benefit of Thrall Library. It is understood that neither Tenant, its employees, agents and volunteers shall earn any profits whatsoever from the operation of the bookstore.

6. **Repairs.** The Tenant shall take care of the demised premises, fixtures and appurtenances, and Tenant shall make all repairs necessary to put and keep the premises in good order and condition at its own cost and expense, including those repairs incidental to the Tenant's day-to-day occupancy of the demised premises. All damage or injury to the demised premises and to the fixtures, appurtenances and equipment thereof or to the building or to its fixtures, appurtenances and equipment which may be caused by the carelessness, omission, neglect, improper conduct or other act of the Tenant or its employees, agents, volunteers or visitors (whether invited or uninvited) shall be repaired, restored or replaced by the Tenant. Reasonable wear and tear shall be included in the Tenants obligation and responsibility to the condition of the demised premises. The Tenant shall at the end of the term quit and surrender the demised premises in as good order and condition as when received.

7. **Compliance.** The Landlord shall ensure that the premises comply with all laws, rules, orders, ordinances and regulations of any entity having jurisdiction over the premises. The Tenant, in its use of the demised premises, agrees to comply with all applicable laws, rules, orders, ordinances and regulations.

8. **Landlord's Right of Entry.** The Tenant shall permit the Landlord at all usual proper times to enter the demised premises for the purposes of inspection or sale; and suffer the Landlord to comply with all governmental orders and requirements applicable to the building. The Tenant shall permit the Landlord during the ninety (90) days prior to the expiration of this lease to place the usual notices of advertisement for rental upon the exterior of the demised premises, and to show the demised premises to prospective lessees. The Landlord, in exercising its rights under this Paragraph, shall not unreasonably interfere with the Tenant's access, use and occupancy of the premises.

9. **Access.** The Tenant shall be responsible for snow-plowing requirements, if any, for the entire term of this Lease.

10. **Quiet Enjoyment.** The Landlord covenants with the Tenant that the Tenant, upon complying with the terms of this Lease, shall and may peacefully and quietly enjoy the demised premises.

11. **Notice.** Any notices or demands from Landlord to Tenant or from Tenant to

Landlord shall be in writing and shall be deemed duly served by regular mail, addressed to Tenant at the address set forth herein or such other address as Tenant shall have designated by notice in writing to the Landlord; if to the Landlord, at the address of the Landlord set forth herein, or such other address as Landlord shall have last designated by notice in writing to the Tenant. Notice shall be deemed served when mailed or when hand delivered.

12. Personal Property. Any and all articles of personal property including, but not limited to, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, radio, owned or installed by the Tenant at its sole expense are and shall remain the property of the Tenant and may be removed by Tenant at any time during the term of this Lease. Upon expiration of this Lease, unless renewed, Landlord may require the Tenant to remove all such personal property. If such property is removed at any time, the cost of repairing any damage to the building arising from such removal shall be paid by the Tenant.

13. Alterations by Tenants. It is understood and agreed by and between the parties hereto that during the lease period the Tenant reserves the right to make minor alterations or installations, including but not limited to, painting, installation of telephone and/or electrical outlets, erection or relocation of movable partitions, etc. The Tenant shall not make any major alterations to the demised premises without the prior consent of the Landlord.

14. Signs. The Tenant may post and maintain such signs and notices as is reasonably required to inform the public as to its location in the demised premises. All signs must be pre-approved by the applicable municipal building department or planning board.

15. Subletting. It is understood and agreed by and between the parties hereto that the Tenant may not sublet or assign any portion of the demised premises without the prior approval of the Landlord.

16. Indemnification by Tenant. The Tenant shall hold harmless and indemnify the Landlord and its officers, employees, agents from and against any and all liability, obligations, losses, claims and damages whatsoever, attributable to or caused by the negligence of Tenant or its employees or agents, provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Landlord are not incurred or do not result from the negligence or the intentional wrongdoing of the Landlord or any of its officers, agents or employees.

17. **Insurance.** The Tenant shall maintain throughout the term of this lease, and any renewal thereof, at its own cost and expense, **liability insurance** naming the Landlord as **additional insured** with a **combined limit of One Million (\$1,000,000.00) Dollars** for bodily injury and property, and the Landlord shall be provided with a certificate of memorandum thereof prior to Tenant's occupancy. The Tenant shall also maintain throughout the term of this lease, and any renewal thereof, at its own cost and expense, **casualty insurance** sufficient to insure the value of goods and equipments stored or utilized in the demised premises by the Tenant, it being the express agreement of the parties hereto that the Landlord is exempt from any and all liability for any damage to property possessed by Tenant caused by or resulting from steam, electricity, gas, water, rain, ice, snow, wind, or any leak or flow from or into any part of the demised premises, or from any natural catastrophe or act of God, or from any other cause or happening whatsoever unless said damage be caused by or be due to the negligence of the Landlord or its officers, employees or agents.

18. **Casualty.** Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations. If the fire or other casualty is caused by an act of neglect of Tenant, Tenant's employees or visitors (whether invited or uninvited), then all repairs must be made at Tenant's expense. Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty that endangers the structural integrity of the building. Landlord may cancel this Lease within thirty (30) days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. This Lease will end thirty (30) days after Landlord's cancellation notice to Tenant. Tenant must deliver the demised premises to Landlord on or before the cancellation date in the notice. If the Lease is cancelled, Landlord is not required to repair the premises or building. The cancellation does not release Tenant of liability in connection with the fire or casualty.

19. **Default.** If Tenant defaults with respect to any of the covenants herein contained, the Landlord may re-enter the premises by summary proceeding or otherwise, and the same to have again, re-possess and enjoy.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed

in counterparts the day and year first written above.

LANDLORD

TENANT

BY: Joseph DeStefano, Mayor

BY:

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 85-22

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

WHEREAS, the City of Middletown in December, 2014 issued a Request for Concepts/Qualifications for the purchase and development of 11-15 King Street, Middletown, New York, and

WHEREAS, two proposals were submitted, and

WHEREAS, the City of Middletown, in September, 2015, accepted the proposal from Jonathan Lee ("Purchaser") for the purchase and development of 11-15 King Street based upon specific terms and conditions which were memorialized by letter dated September 16, 2015, and

WHEREAS, the aforesaid terms and conditions included a timeline of obligations to be met, and

WHEREAS, certain litigation ensued regarding this property which delayed the implementation of the aforesaid timeline for purchase and development, and

WHEREAS, this litigation and delay were not in any way the fault of the Purchaser, and

WHEREAS, the Purchaser is still interested in and willing to implement the purchase and development of 11-15 King Street in accordance with the specifications set forth in the Request for Concepts/Qualifications, and

WHEREAS, the Corporation Counsel advises that adherence to the specifications contained in the original 2014 Request, coupled with the unavoidable delay occasioned by the litigation, eliminates the need to issue a new Request, and

WHEREAS, the Mayor and Community Development Director have prepared an updated timeline which specifies the terms and conditions for the purchase and development of 11-15 King Street, and

WHEREAS, this updated timeline is annexed hereto, and made a part hereof, and

WHEREAS, the Purchaser has indicated his consent to be bound by this timeline and the terms and conditions contained therein.

NOW THEREFORE BE IT RESOLVED that the Common Council hereby concurs with the Board of Estimate that the annexed timeline containing the terms and conditions for the purchase and development of 11-15 King Street is appropriate and is in the best interests of the City of Middletown, and it is further

RESOLVED, that the Council hereby approves the aforesaid timeline, including the terms and conditions set forth therein, and the sale of 11-15 King Street to the Purchaser in accordance therewith, and it is further

RESOLVED that the Mayor, subject to approval by the Corporation Counsel, is authorized to execute any documents necessary for the implementation of the timeline and purchase and development of 11-15 King Street.

CITY OF MIDDLETOWN
Office of Economic & Community Development

RECEIVED
APR 27 2022
City Clerk
City of Middletown

April 25, 2022

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

RE: 11-15 King Street

Dear Members:

I am requesting to accept the updated proposal/timeline for the purchase of and development of 11-15 King Street by SY Arts Development Inc., the principal, Mr. Jonathan Lee will remain the same. This is an updated to the 12/7/21 Council approval.

Also, requesting to authorize the Mayor to execute any documents necessary for the implementation of the timeline and purchase and development.

Attached you will find the updated Proposal Letter with attachments and resolution prepared by Corporation Counsel, Alex Smith.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

Joseph M. DeStefano
Mayor



Tel 845-346-4100
Fax 845-343-7439
mayor@middletown-ny.com

City of Middletown

16 James Street, Middletown, New York 10940
Established 1888

April 26, 2022

Jonathon Lee
SY Arts Development Incorporated
32 Drago Lane
Middletown, New York 10940

RECEIVED

APR 27 2022

City Clerk
City of Middletown

Re: *11-15 King Street*

Dear Mr. Lee:

The City of Middletown is willing to accept your proposal for the purchase and development of 11-15 King Street, Middletown, New York, based upon the following terms and conditions:

1. The City will transfer the property to SY Arts Development Incorporated for \$1.00, based on the attached Building Condition Survey prepared by Clark Patterson Lee dated February 4, 2022 and the conditions and restrictions contained in this letter.
2. SY Arts Development Incorporated will agree to develop the property as a hotel in accordance with the zoning classification and definition of such use in the DMU zoning district. The first floor must contain a lobby at least one-third the size of the available square footage on the first floor. The first floor cannot contain rooms which lodge patrons.
3. The development described in Paragraph 2, above, and the conveyance of the property from the City, will occur pursuant and subject to the following:
 - A. Execution of a Contract of Sale with the City by on or about May 31, 2022.
 - B. Closing to take place by on or about June 30, 2022.
 - C. Completion of the Planning Board review and approval process to obtain site plan and special use permit approvals, and completion of the Architectural Review Board review and approval process, by December 31, 2022. SY Arts Development Incorporated shall pay all reasonable and necessary fees associated with

such approvals, including engineering review fees. If SY Arts Development Incorporated does not meet this goal, it must pay the City the sum of \$25,000.00.

D. Securing of all financing needed to renovate and develop the property by April 30, 2023. If SY Arts Development Incorporated does not meet this goal, it must pay the City the sum of \$25,000.00.

E. Completion of all architectural designs by August 31, 2023. If SY Arts Development Incorporated does not meet this goal, it must pay the City the sum of \$25,000.00.

F. Secure all relevant permits (building and otherwise) by December 31, 2023. If SY Arts Development Incorporated does not meet this goal, it must pay the City the sum of \$25,000.00.

G. Completion of site preparation by April 30, 2024. If SY Arts Development Incorporated does not meet this goal, it must pay the City the sum of \$25,000.00.

H. Completion of construction evidenced by the issuance of a Certificate of Occupancy by April 30, 2025. The City, in the exercise of its discretion, may consent to two (2) one-year extensions of this deadline. Each extension, if granted, will require SY Arts Development Incorporated to pay the City the sum of \$50,000.00. If construction is not completed by April 30, 2027, the property will revert to ownership of the City.

I. SY Arts Development Incorporated agrees that payment of all sums as required in the above subparagraphs will be guaranteed by entry of consented civil judgments or by other guarantees as agreed upon by the parties.

4. The property cannot be sold or assigned prior to the completion of construction without the express written consent of the City, unless such transfer is to an entity owned or its decisions are controlled by the same principal of SY Arts Development Incorporated, viz., Jonathon Lee.

5. SY Arts Development Incorporated may submit an appropriate application to the City of Middletown IDA for IDA-sponsored tax benefits, if available, including sales and mortgage tax benefits and a PILOT agreement for the property providing for PILOT payments for fifteen (15) years, to be resolved pursuant to IDA procedures and governing statutes and regulations. At all times, SY Arts Development Incorporated will be required to pay special district assessments, such as the library district and business improvement district assessments, in full. SY Arts Development Incorporated shall pay

all reasonable and necessary fees associated with any IDA application. If SY Arts Development Incorporated fails to achieve the development goals described in Paragraph 3, above, SY Arts Development Incorporated will lose any IDA-related tax benefits, including termination of any PILOT agreement, and SY Arts Development Incorporated will be required to pay all real property taxes based upon 100% of the assessed value of the property.

6. The City will work with SY Arts Development Incorporated regarding use by hotel patrons and employees of nearby municipal lots for overnight parking.

7. The City will work with SY Arts Development Incorporated so that it may apply for development funding through New York State.

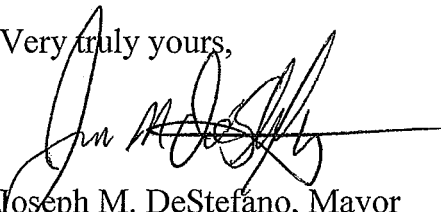
8. The terms and conditions set forth above are subject to the approval of the Middletown Common Council.

If the terms of this Letter of Intent are acceptable, please sign the bottom of this Letter indicating your agreement. If you do so, the Corporation Counsel will prepare an appropriate Contract of Sale for your review and approval.

Please let me know if you have any questions.

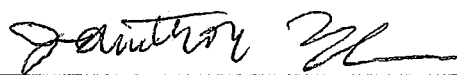
I look forward to working with you to bring this project to a successful conclusion.

Very truly yours,



Joseph M. DeStefano, Mayor
City of Middletown

Jonathon Lee



SY Arts Development Incorporated

Title: President

Date: 4/26/2022



ARCHITECTURE
ENGINEERING
PLANNING
CPL.team.com

February 4, 2022

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

Re: 11 KING ST. - BUILDING CONDITION SURVEY

Executive Summary

The Building Condition Survey has been prepared to identify the current condition of 11 King Street, Middletown NY, and to serve as a tool for the city to actively manage its building needs.

The purpose of this survey is to assist the city in establishing a building condition survey by creating a list of current building needs to help establish an ongoing document of building maintenance and repairs. The program is an ongoing responsibility and not a simple singular event. The future program of this building will heavily dictate the cost of reconstruction/ renovations (Apartment vs. Open Office Space, for example).

There are several items and systems that have reached or exceeded their expected useful life and need immediate repair and/or replacement, while others need renovation to comply with current regulations, provide ADA compliancy, conserve energy, and/or maintain the general appearance of the facilities.

Our findings show an extensive amount of renovations for inside and outside of the building, as well as providing all new HVAC systems. A separate, more in depth structural inspection/ analysis is required to properly assess extent of repair/ reconstruction.

Very truly yours,
CPL

Timothy J. Moot, PG
Principal



Clark Patterson Lee
ARCHITECTURE PLANNING

Note:
Cost estimates do not include fees for testing
or alterations.
Note: The Structural Engineer has retained
existing conditions.

2014 Historic City of 1964
Baltimore Chapter 11, Item 21, Building

PROBABLE
BUDGET
ALLOCATION

10%
EXHAUSTION

20%
IMPROVEMENTS

10%
CONTINGENCY

PLANS / FINES
KEY

CONSTRUCTION

Corrective Actions & Comments

Description

Planning Item #

INTERIOR SPACES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Note:
Cost estimates do not include tax, net working
at settlement.
Notes: 1st Structural Engineer has reviewed
existing conditions.

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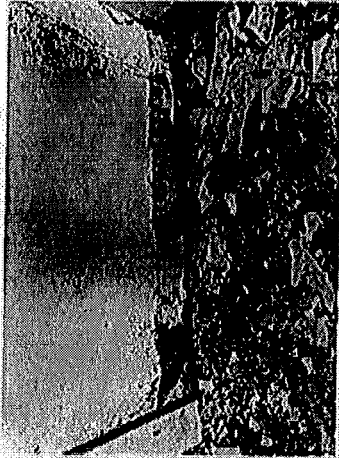
Planning Item #	Description	Corrective Action & Comments	Plan / Item #	Construction	Escalation	20% Incidentals	10% Contingency	PROBABLE BUDGET ALLOCATION
Plumbing/Drainage Systems								
1	Drainage piping damaged	Replace piping		\$ 50,000	\$ 5,000	\$ 11,000	\$ 5,000	\$ 71,000
2	Hot Water Heater	Remove and replace hot water heater	A30	\$ 5,247	\$ 525	\$ 1,049	\$ 525	\$ 7,346
Plumbing/Drainage								
1	Water Closet	Remove and replace	A34	\$ 13,728	\$ 1,373	\$ 2,746	\$ 1,373	\$ 19,220
2	Urinals	Remove and replace	A32	\$ 13,674	\$ 1,367	\$ 2,735	\$ 1,367	\$ 19,143
3	Service sinks	Remove and replace		\$ 3,082	\$ 308	\$ 616	\$ 308	\$ 4,312
4	Roof drains	Remove and replace		\$ 17,687	\$ 1,769	\$ 3,538	\$ 1,769	\$ 24,703
5	Sinks	Remove and replace		\$ 4,596	\$ 460	\$ 919	\$ 460	\$ 6,335
6	Sinks	Remove and replace		\$ 5,163	\$ 516	\$ 1,033	\$ 516	\$ 7,228
HVAC SYSTEMS								
Heat Generating Systems								
1	Boiler is rusted and deteriorated. Unusable	Remove and install new hot water boiler	A29	\$ 159,314	\$ 15,931	\$ 31,863	\$ 15,931	\$ 228,040
2	Pumps are unusable	Remove and install repaired suction pumps	A28	\$ 50,254	\$ 5,025	\$ 10,051	\$ 5,025	\$ 70,355
Air Handling and Ventilation Equip.								
1	Air Handlings are past their useful life	Replace air handlers with new hot water heating and cooling	A31	\$ 112,296	\$ 11,230	\$ 22,459	\$ 11,230	\$ 157,234
2	Fin tube radiators are damaged and unusable	Install Exhaust fans for bathrooms		\$ 30,067	\$ 3,007	\$ 6,013	\$ 3,007	\$ 42,114
3	Fin tube radiators are damaged and unusable	Replace all fin tube throughout the building	A27, A28	\$ 186,800	\$ 18,680	\$ 37,360	\$ 18,680	\$ 260,520
Ducted Heating and Cooling Distribution Systems								
1	Ductwork is damaged and falling from the ceiling	Replace all ductwork with new	A33	\$ 85,000	\$ 8,500	\$ 17,000	\$ 8,500	\$ 119,000
HVAC Controls								
1	New control system			\$ 132,160	\$ 13,216	\$ 26,432	\$ 13,216	\$ 185,024
TOTALS				\$ 5,016,158	\$ 501,616	\$ 1,003,232	\$ 501,616	\$ 7,022,622



A1



A2



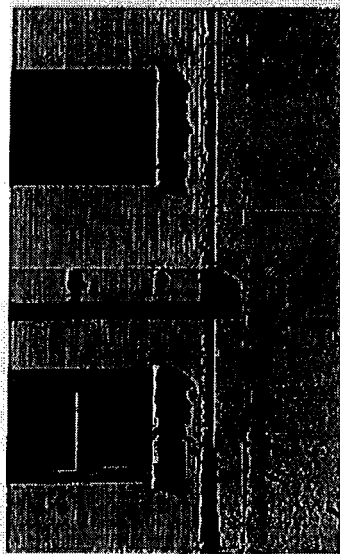
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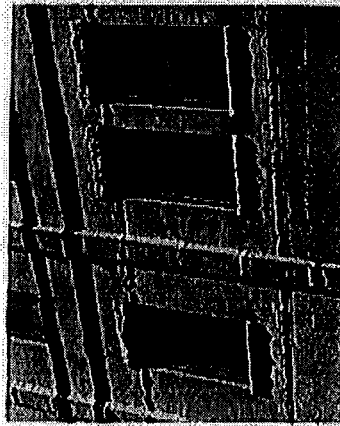
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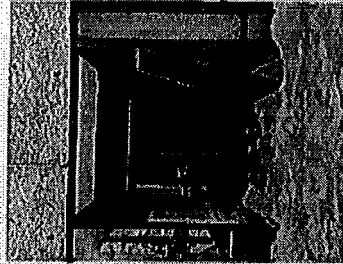
A5



A6



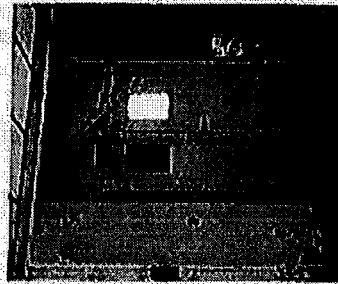
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A8



A9



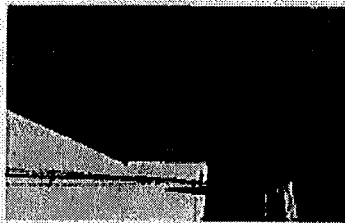
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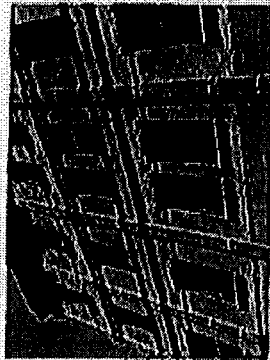
Clark Patterson Lee
ARCHITECTS & ENGINEERS

11 KING ST. BUILDING CONDITION SURVEY
02/04/2002

02/04/2002



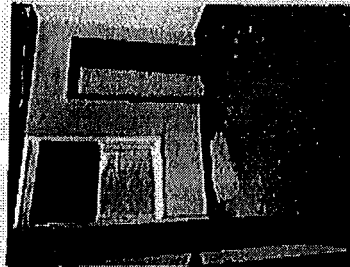
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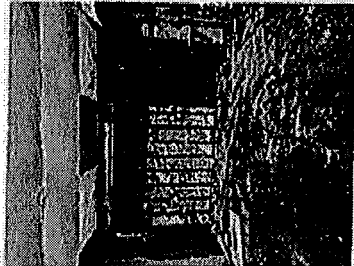
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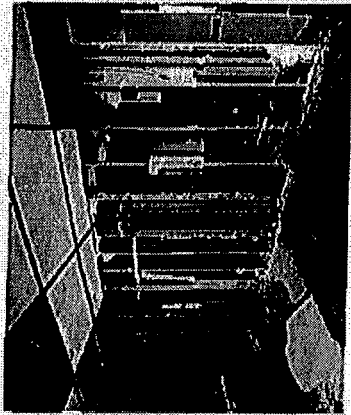
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A14



A15



A16



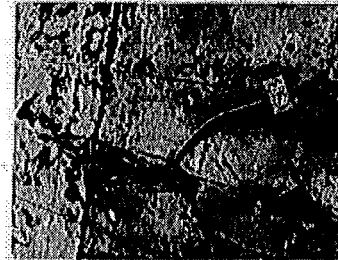
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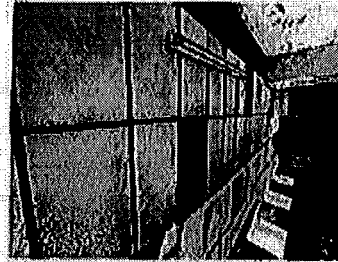
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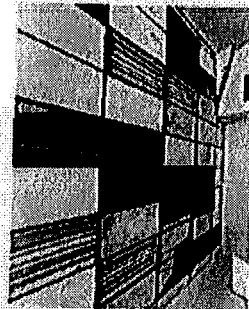
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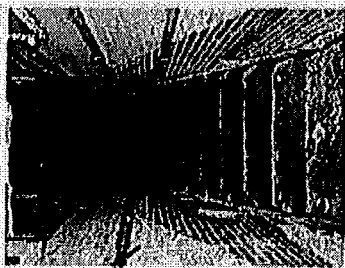
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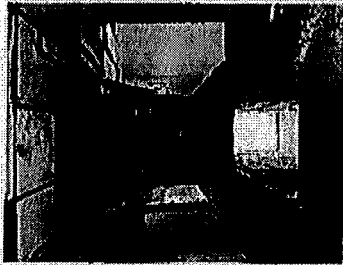
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A22



A23



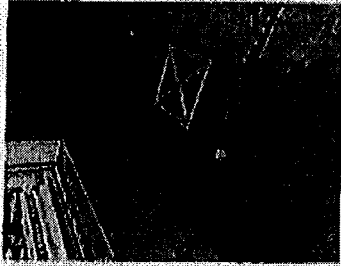
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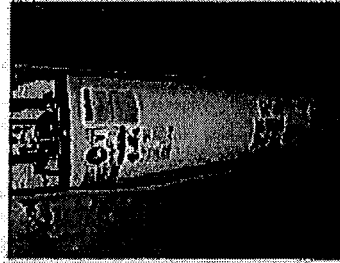
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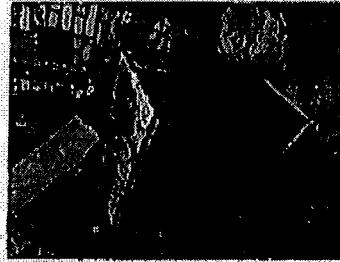
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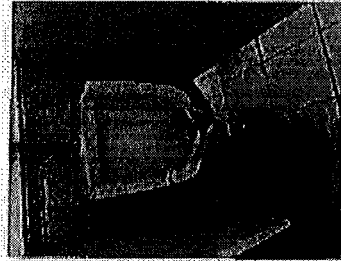
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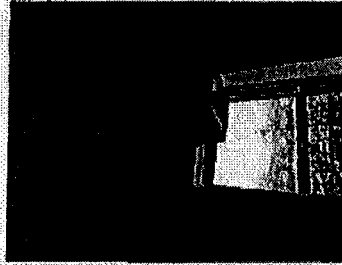
A30



A31



A32



A33



A34



Clark Patterson Lee
ARCHITECTS

11 KING ST. BUILDING CONDITION SURVEY

03/04/2022

03/04/2022

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 86-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a budget transfer of \$50,000 to fund repairs at the Paramount due to an emergency condition related to the roof which is causing interior issues.

The funds should be transferred in the following manner:

FROM

A.4785

ARPA

AMOUNT

\$50,000

TO

H.0931.470

Paramount Rehab. Repairs to
Building

Richard McCormack

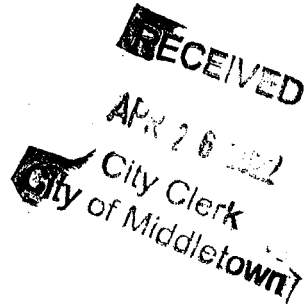
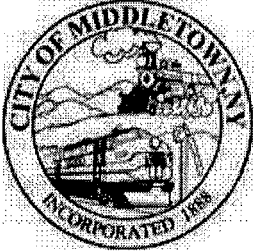
From: Kelly Ann Kelly
Sent: Tuesday, April 26, 2022 9:39 AM
To: Richard McCormack
Subject: FW: Paramount

FYI

Kelly A. Kelly

City Treasurer
(845)346-4153 (desk)
(845)344-1101 (fax)
kkelly@middletown-ny.com

Please visit our website @ www.middletown-ny.com



From: Joseph DeStefano <mayordestefano@yahoo.com>
Sent: Monday, April 25, 2022 10:45 AM
To: Kelly Ann Kelly <KKelly@middletown-ny.com>
Subject: Paramount

Kelly,
Please transfer \$50,000 from ARPA to Paramount repairs. We have an emergency condition regarding the roof causing some interior issues. Both need to be addressed on an emergency basis.
Thanks,
Joe

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 Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 87-22

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

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a budget adjustment to increase a revenue line and expense line for Senior Trips for 2022. This will be a budget neutral adjustment. The trips were not previously budgeted due to COVID.

Increase new expense line A.6772.467 Senior Trips to \$32,150

Increase new revenue line A.2351 Senior Trip Revenue to \$32,150

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 88-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the purchase of WTP chemicals from a vendor other than the city awarded bid suppliers.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
APR 22 2022
City Clerk
City of Middletown

Date: April 22, 2022
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Kelly Ann Kelly -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: WTP Chemical Supply Issues

We are requesting authorization for the purchase of WTP chemicals from other than the city awarded bid suppliers as follows:

First Issue:

Due to Market conditions including supply chain issues we want to be prepared as much as possible to have options for the purchase of chemicals that are critical for the Water Treatment Plant and delivery of safe potable water to our customers.

JCI has declared force majeure and may not be able to deliver chemicals needed, see enclosed letter. As such should JCI fail to deliver chemicals in a timely manner, we are requesting authorization to obtain such chemicals from other available D.O.H. approved sources.

Second Issue:

Please find the attached increase in prices for JCI Jones Chemical for Caustic Soda and Sodium Hypochlorite. They have increased from .98/gal and \$661/dry ton to \$1.49/gal and \$1,051/dry ton respectively. Increase will be effective May 15th. We are requesting approval to sign the attached letters accepting the increase.

Please note new annual chemical supply bids will take place in June/July 2022.

Thank you.

EL

Westlake

North American Chlor-Alkali & Derivatives™

April 21, 2022

Dear Customer,

Effective immediately, or when permissible by contract, Westlake Corporation will increase the price for all grades of liquid caustic soda by US\$ 200 per dry short ton in the US and C\$ 275 per dry metric ton in Canada. Westlake Corporation will also implement order management for all grades of liquid caustic soda.

Westlake's standard lead times for all caustic shipments continue to be as follows:

Barge	30 days
Rail	14 days
Truck	7 days

If you have any questions regarding this price increase, order management, or lead times please contact your Westlake sales professional. Westlake values your business. Thank you for the opportunity to supply your Liquid Caustic Soda requirements.

Sincerely,



David Kokowsky
Director, Commercial Chlor-Alkali

2801 Post Oak Blvd., Ste. 600 | Houston, Texas 77056 | T. 713.960.9111

www.Westlake.com

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

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Index No: 89-22

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

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an increase in the purchase prices for JCI Jones Chemical for Caustic Soda and Sodium Hypochlorite. They have increased from .98/gal and \$661/dry ton to \$1.49/gal and \$1,051/dry ton respectively. The Mayor is authorized to sign a letter accepting the increase.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
APR 22 2022
City Clerk
City of Middletown

Date: April 22, 2022
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Kelly Ann Kelly -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: WTP Chemical Supply Issues

We are requesting authorization for the purchase of WTP chemicals from other than the city awarded bid suppliers as follows:

First Issue:

Due to Market conditions including supply chain issues we want to be prepared as much as possible to have options for the purchase of chemicals that are critical for the Water Treatment Plant and delivery of safe potable water to our customers.

JCI has declared force majeure and may not be able to deliver chemicals needed, see enclosed letter. As such should JCI fail to deliver chemicals in a timely manner, we are requesting authorization to obtain such chemicals from other available D.O.H. approved sources.

Second Issue:

Please find the attached increase in prices for JCI Jones Chemical for Caustic Soda and Sodium Hypochlorite. They have increased from .98/gal and \$661/dry ton to \$1.49/gal and \$1,051/dry ton respectively. Increase will be effective May 15th. We are requesting approval to sign the attached letters accepting the increase.

Please note new annual chemical supply bids will take place in June/July 2022.

Thank you.

EL



April 14, 2022

PLEASE SIGN AND RETURN ASAP
TO AVOID POSSIBLE SHIPMENT DELAYS

City of Middletown
88 Pilgrims Corner Road
Middletown, NY 10940

Dear Customer:

Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective May 15th, 2022 your Hypochlorite price must increase to \$1.49/g. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to warwick@jcichem.com or return via fax to (845) 986-0619.

Accepted by: _____ Date: _____



April 14, 2022

PLEASE SIGN AND RETURN ASAP
TO AVOID POSSIBLE SHIPMENT DELAYS

City of Middletown
88 Pilgrims Corner Road
Middletown, NY 10940

Dear Customer:

Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective May 15th, 2022 your Caustic price must increase to \$1051/DTON. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to warwick@jcichem.com or return via fax to (845) 986-0619.

Accepted by: _____ Date: _____

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 90-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an increase in retainer fees to Freeman & Howard from \$5,000 to \$20,000 for the ongoing fresh water public works project. H.9047.900.

Funds are available from the ongoing Fresh Water Public Works project funds however; a Water Fund balance transfer or bonding may be required towards the end of the project.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
APR 05 2022
City Clerk
City of Middletown

Date: April 5, 2022
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Kelly Ann Kelly -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

Requested Transfers

Please be advised that the retainer of \$5,000 for referenced legal services, which was authorized under Resolution #207-21, has been exhausted. We request your approval to authorize and continue funding these legal services to an updated total of \$20,000.00.

Funds are available from the ongoing Fresh Water Public Works project funds however, a Water Fund balance transfer or bonding may be required towards the end of the project.

Thank you.

EL

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 91-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes The Treasurer to increase the Exxon Mobil monthly credit limit from \$19,500 to \$40,000 due to increased gas prices. The City reached the limit in less than one month's time.



DEPARTMENT OF FINANCE
City Of Middletown

Kelly A. Kelly
Treasurer

RECEIVED
APR 27 2022
City Clerk
City of Middletown

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

Date: April 27, 2022

To: The Board of Estimates

From: Kelly Ann Kelly, Treasurer

I am requesting approval to increase the Exxon Mobil monthly credit card limit from \$19,500 to \$40,000 due to increased gas prices the City has reached its current limit in less than one month's time.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 92-22

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

**CITY OF MIDDLETOWN COMMON COUNCIL
RESOLUTION AND NOTICE OF DETERMINATION
OF NON-SIGNIFICANCE PURSUANT TO 6 NYCRR 617.7**

WHEREAS, the Common Council has been presented with a proposal to rezone 1 lot at 44-48 East Avenue from DMU Downtown Mixed Use district to the R-2 two family residential district, and

WHEREAS, the lot is described on the City of Middletown Tax Map as Section 35, Block 5, Lot 24, and

WHEREAS, this lot is presently in the DMU district, but is contiguous to the R-2 zoning district, and

WHEREAS, the proposed rezoning constitutes an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA") regulations, and

WHEREAS, the Common Council has declared itself Lead Agency with respect to this rezoning request pursuant to 6 NYCRR § 617.6(b)(1), and

WHEREAS, the Common Council held a public hearing on this application on April 5, 2022, and

WHEREAS, the City of Middletown Common Council has thoroughly reviewed and considered this request and the accompanying Short Environmental Assessment Form (“EAF”), and

WHEREAS, the City of Middletown Common Council has identified the relevant areas of environmental concern and thoroughly considered the criteria for determining significance set forth at 6NYCRR Part 617.7 (c); and

WHEREAS, the Common Council is the only involved agency under SEQRA for this request.

NOW, THEREFORE, BE IT RESOLVED that the City of Middletown Common Council hereby declares that the proposed action will not result in a significant adverse impact on the environment, and an environmental impact statement will not be prepared, and be it

FURTHER RESOLVED that this Negative Declaration is made pursuant to Article 8 of the Environmental Conservation Law (SEQRA).

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

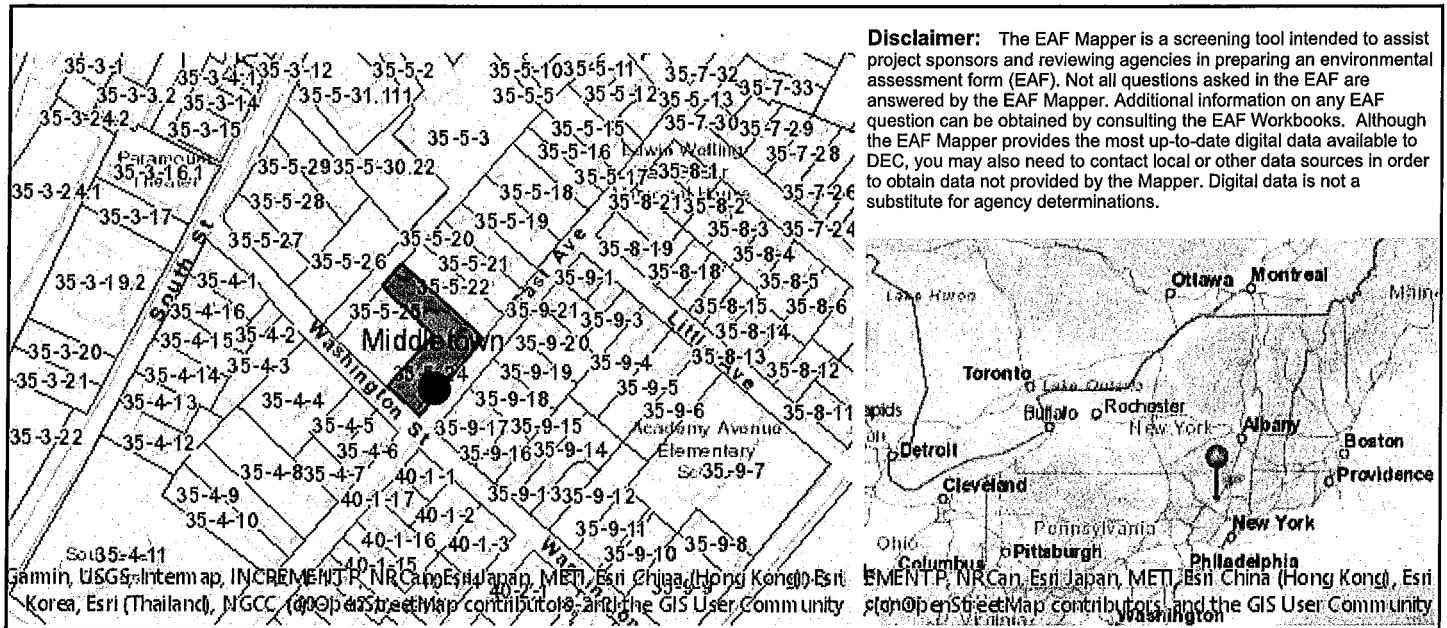
Part 1 – Project and Sponsor Information							
Zone Change. City of Middletown Common Council							
Name of Action or Project: Zone Change for 44-48 East Ave From DMU to R2 zone							
Project Location (describe, and attach a location map): 44-48 East Ave, Middletown, New York							
Brief Description of Proposed Action: 44-48 East Ave, SBL 35-5-24 was included in a previous rezoning under DMU. Further examination of said parcel should that its more suitable to be zoned as R-2, consistent with current dwelling use. Parcel is contiguous to R-2 zone across East Ave.							
Name of Applicant or Sponsor: City of Middletown Common Council		Telephone: 845-346-4166					
		E-Mail: rmccormack@middletown-ny.com					
Address: 16 James Street,							
City/PO: Middletown		State: NY	Zip Code: 10940				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3. a. Total acreage of the site of the proposed action? 0.37 acres b. Total acreage to be physically disturbed? 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☒	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☒	☐
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐
Street Stormwater collection system 		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☐	☒
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		

EAF Mapper Summary Report

Tuesday, May 3, 2022 12:09 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Middletown Common Council

May 3rd, 2022

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05.03.22

Index No: 93-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, the Common Council has been presented with a proposal to rezone 1 lot at 44-48 East Avenue from DMU Downtown Mixed Use district to the R-2 two family residential district, and

WHEREAS, the lot is described on the City of Middletown Tax Map as Section 35, Block 5, Lot 24, and

WHEREAS, this lot is presently in the DMU district, but is contiguous to the R-2 zoning district, and

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

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

Section 1. The Code of the City of Middletown, N.Y., Chapter 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 44-48 East

Avenue from Downtown Mixed Use district to the R-2 two family residential district, to be governed henceforth by the provisions of Section 475-10:

Tax Map

35-5-24

Section 2. This Ordinance shall take effect immediately.