

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JUNE 7, 2022**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES May 3, 2022
4. CORRESPONDENCE, COMMUNICATIONS AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
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 Renewing an Agreement with RJ Smith
 - Resolution authorizing a Budget Transfer for Emergency Repairs for the Air Conditioners at the Police Station
 - Resolution Authorizing an architectural/engineering consultant contract for the Traffic Operations Project
 - Resolution authorizing Amendment #3 in a Proposal from CDM Smith
 - Resolution Authorizing Amendment #1 in a Proposal from CDM Smith
 - Resolution Authorizing a Proposal from Clark Patterson Lee for Work Related to a Parking Garage
 - Resolution Accepting a \$550 Donation from Middletown Little League
 - Resolution Accepting a \$900 Donation from the Middletown Lion's Club
 - Resolution Authorizing an Agreement with Saint Paul's United Methodist Church for the City to Use their Parking Lot
 - Resolution Authorizing an amendment to the City Code to place a Handicapped Parking Spot at 156 ½ Linden Avenue
 - Resolution Authorizing an Amendment to City Code to require all retail stores to obtain Planning Board approval in applicable zoning districts without regard to square footage.
 - Resolution to Amend the City Code to Implement a Business Permit Program.
 - Resolution Amending the City Code to Prohibit Smoking on the King Street Walkway



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JUNE 7, 2022**

- Resolution authorizing an updated proposal /timeline for the purchase of and development of 11-15 King Street by Middletown Hotel Incorporated
- A Resolution Confirming the Mayor's Appointment of Rosa Tumminia as Deputy Treasurer

13. LOCAL LAWS

LOCAL LAW #4 OF 2022
A Local Law Increasing the Term of
Office of the City Treasurer

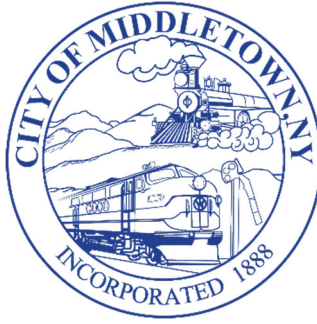
14. AUDIT OF CLAIMS AND ACCOUNTS

(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.





COMMON COUNCIL Meeting
CITY OF MIDDLETOWN
May 3, 2022
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

Miguel Rodrigues, President of Common Council
Ald. Gerald Kleiner
Ald. Paul Johnson
Ald. Kate Ramkissoo
Ald. Sparrow Tobin
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Kevin Witt

A B S E N T

Ald. Joseph Masi

Digitally Recorded Proceeding, transcribed by:
Lisa Kane

AMERICAN LEGAL TRANSCRIPTION
11 Market Street, Suite 215
Poughkeepsie, NY 12601
Tel: (845) 452-3090 - FAX (845) 452-6099
amlegaltrans@aol.com

INDEX

	<u>PAGE</u>
Amy Creeden, School Superintendent	4, 7
Michael Tuttle, Ass. Superintendent of Business	4, 10
Joseph DeStefano, Mayor	13
Richard McCormack, City Clerk	16, 38
Susan DePew	23
Maria Bruni, Economic Development	24
Ald. Kleiner	25, 31, 37, 40
Jacob Tawil, DPW Commissioner	26
Ald. Ramkissoon	31, 41
John Ewanciw, Police Chief	33
Raelynn Bertholf, Superintendent Recreation	37
Ald. Witt	39
Ald. Green	40
Ald. Johnson	43
Ald. Jean-Francois	40
Ald. Tobin	45

1. Pledge of Allegiance
2. Roll Call

PRESIDENT RODRIGUES: Roll.

Roll Call: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, President Rodrigues.

3. Approval of Minutes.
(None this evening.)

4. Correspondence, Communications and Reports

PRESIDENT RODRIGUES: Correspondence.

RICHARD MCCORMACK, COUNCIL CLERK: We have a thank you card from the Middletown City School District Odyssey of the Mind Group for presenting them with the keys to the City.

PRESIDENT RODRIGUES: Received and filed.

RICHARD MCCORMACK, COUNCIL CLERK: We have a notice from the Town of Wallkill Zoning Board of Appeals notifying us of a public hearing for a property at 169 Watkins Avenue. They're looking to change a property line.

PRESIDENT RODRIGUES: Received and filed.

RICHARD MCCORMACK, COUNCIL CLERK: And a standard Notice of Forum for providing 30-day notice to a municipality for a restaurant La Taza Café Y Vino LLC at 22 Montgomery Street.

PRESIDENT RODRIGUES: Received and filed.

5. For the Good of the City

PRESIDENT RODRIGUES: And For the Good of the City we'd like to welcome the school district up for their presentation.

AMY CREEDEN, SUPERINTENDENT: All right. Thank you, President Rodrigues, Mayor DeStefano, and the Council. It is really exciting to be here again tonight. You afforded us the distinct opportunity to come and present to you when we were putting up our capital project in the winter. And we were discussing and we think that this could be the first time that we have been invited to a meeting to review the budget, you know, for the good of the City in this way. So we feel really honored to be here tonight and excited to show you what we think is an incredible budget that benefits the entire school ecosystem. So without further ado, I'm going to introduce Mr. Michael Tuttle, our Assistant Superintendent for Business, to kick us off.

MR. TUTTLE, ASSISTANT SUPERINTENDENT FOR BUSINESS:
Hello, good evening. Thank you for having us.

So, we're going to do a real quick snapshot of our budget. And this year, if you've been listening to some of the Fair Funding Campaign for Fiscal Equity, things going on with the State, we were actually beneficiaries of nice revenue from the State. So we're able to do some different

things this year with capital improvements and Superintendent Creeden will go over that in a little bit.

So our overall budget this year will be \$228 million. That's an increase of 8, a little -- almost -- almost 9 percent, about 8.76 percent. If you look at our capital line, you'll see a significant increase there. And that's all related to the capital projects that we're going to review in a little bit. So, ultimately, when we go into next year, we'll see a reduction. We won't have that much of a budget depending on the State aid again, of course. And then we may have some more capital projects again next year.

So this year we're looking for the voter approval, \$228,641,730. And then if we go through all of our budget lines, you'll see we have an administrator component. That's all the administrative clerical, administrators. We have programs which is all our instruction curriculum, sports, field trips, drama clubs, anything that has to do with instruction.

We have our capital component which we talked about a little bit. And we also have benefits which you can see \$40 million in benefits is quite significant. And that's for every school district. It's roughly about 75 percent. The benefits with salaries and benefits is 75 percent of our budget. So it's a significant chunk of change for us. But

this year we feel really confident where the number where we landed at \$228 million.

And we talk about our tax levy and we talked a little bit about our extra revenue that we received this year. A little bit about the revenue. So we've been deficient every year for the past 15 years from the -- from the State government. And just in the past three years alone, we are owed over half -- over \$100 million. So when you total it up over 15, it's about \$600 -- \$600 million that we were owed. And that would have a significant impact on the community and the school system over those 15 years. Although we won't get all that money back in one shot, we will be made whole every year based on the numbers we should be receiving, so that's a very -- it's very good for the school district and the community.

This year we're actually introducing a \$5 million reduction in the tax levy. So if you understand the levy, that's what the taxpayers actually pay. They all chip in based on their partials and their percentage. And although I say everything goes down \$5 million, it depends on the equalization rate for each year. Your taxes may go up a little bit, they may go down a little bit. I'm sure everyone feels that when the tax times comes around and tax bills goes out. So this year we're looking at a tax levy of

\$72,404,150. So it's a pretty significant decrease in the tax levy and we're very excited about that. And I'll show you a little bit. Wait, hang on one second.

So if you go up above a little bit, three years ago we were at a \$76 million levy and then we went up 1 percent. And then last year we were at zero percent increase and then this year we're going to see a significant decrease in the tax levy. So something to be very proud of for the community and keeping all our programs the same, keeping staff intact. And really, in the next slide we'll go over the capital improvements.

AMY CREEDEN, SCHOOL SUPERINTENDENT: Yeah. So one of the things just to know is that, you know, we begin diving into this budget just about the end of September, beginning of October. So we've been working incredibly hard all fall and through the winter to make sure that we were prepared to continue to fuse together, both, a savings in terms of the return on the investment to our school community as well as continued to catapult our programs and our facilities forward.

And so what we did add in this budget is just over \$15 million of capital improvements. And so these improvements, although, you know, big dollar values are not the big huge projects like a total building renovation or, you know, a \$50

million project. These are sort of those littler projects that sort of creep up on you.

As we all know, school facility improvements to, both, you know, the infrastructure, right, so that would be like the roofing and lighting upgrades and each fact, those pieces as well as just the facilities. Our school community is -- is huge. It's 28,000 -- approximately 28,000 voters, about 7,400/7,500 depending on the time of year for students, seven buildings. So we are -- we're a large organization.

And so in order for us to continue to bring value to our school community at large by maintaining our facilities and keeping our facilities in a place where others from outside of the community want to come in. And we generate revenue that way. So each time our stadium is used, it brings in revenue, not only to the school district itself through the facilities used, but as well to the community and local businesses. And all you have to do is drive through downtown Middletown or in any of the surrounding neighborhoods, inside, both, the city limits and the Town of Wallkill, to see the growth that is existing here. And so we know and feel confident that, both, the City and the school district are -- are equal partners and share in the joy. And so these capital improvements continue to allow us to maintain our facilities.

So what we wanted to do was instead of taking, you know, the approach where we put all of our eggs into one basket and really did significant improvements at one facility, we wanted to make sure that our community felt like their dollar was being valued, that their voice was being heard by us doing a little bit of improvement in each of the locations. So we touch all of the corners of the school community.

Twin Towers, obviously, was the referendum that we came and presented to you in the winter, right, so that's the big piece that gets touched. But then after we're going to be do some roofing repairs and upgrades at the high school and William Carter Elementary School. We're going to do athletic field upgrades and lighting upgrades. And so that makes our facility accessible by wheelchair. So the upper part we're adding an elevator that makes the events press box accessible by elevator as well as lighting upgrades.

So we have had some complaints or wonders over years about how bright the lights are and the directions that they shine and so we're upgrading those to more modern lights that are sensitive to the -- the environment and the ecosystem that they exist in.

We're doing performance-based improvements, so we don't want to just touch athletics and roofing and actual buildings

in terms of the brick and mortar, but we want to touch the spaces where our fine arts experience our buildings. So we will be doing upgrades to our fine arts thesis and sound improvements to auditoriums and theatres and improving those.

We'll also be doing flooring replacements at William Carter Elementary School and Monhagen Middle School.

Presidential Park will receive some infrastructure upgrades as well as a canopy so that in the less than desirable weather, those scholars and educators and administrators are covered by a structure.

And then at Maple Hill Elementary School, we will be doing some infrastructure upgrades as well as a walk/run path and increasing the size of their playground.

So kind of hitting each of the buildings with a little project.

MR. TUTTLE, ASSISTANT SUPERINTENDENT FOR BUSINESS:

Good. Thank you. So and that's all with a \$5 million tax levy reduction. So a very exciting year for us as far as revenue and programming is concerned because a year-and-a-half ago with COVID, we were looking at a 20 percent cut in state aid which would have been devastating to the school community. That's a lot of staffing, a lot of programming. So very fortunate at this time.

So let's go over some of the things if the budget were

to fail and we had to go to contingent vote. So if we were to -- if the budget were to be defeated and we, as I said, we're going to go to a contingent vote, that means we would have to go back to last year's levy. That means there's no \$5 million reduction in the tax levy. So those are all by the state laws and those are the regulations that we have to go with.

So that's kind of really important for us as we're going through the voting process. To -- to -- for the budget to pass because we are not over the 2 percent cap because we have actually have reduced the levy, the 2 percent cap is to make sure you're not going too much higher than the actual levy each year. We need 50 plus 1 positive votes for the vote to pass.

And then as we went to contingent, as I said, the levy would be the same. And then no additional budget requests would be honored and there's no equipment purchases except for health and safety. And we would have to charge for facilities use. That's where each night during the fall, winter, and spring, the gyms are at full capacity with sports and local programming going on, so all that changes where we would have to actually charge the teams and whatever events are going on. Go ahead.

AMY CREEDEN, SCHOOL SUPERINTENDENT: Yeah. Just a

reminder that the Middletown Board of Education has adopted the budget, so the next step is for us to do a budget hearing which will be on 5th and then the budget vote on Super Tuesday of May 17th. But just before the actual vote gets cast, we have one additional opportunity. We provided lots of opportunity from voice for our valued school community. And so our last opportunity to sort of unpack the budget and help folks understand the line items and all of the detailed intricate parts of a school budget is a coffee and conversation from 6 to 7:30 on May 12th which will hold in the high school in the media center. And it will be an opportunity for us to ask, I'm sorry, answer any of the questions that you ask. And this is your opportunity to make sure that you come to the polls on May 17th competently casting your ballot, you know, informed.

And so the last thing we want to just show is that we do have an active email address that we have been utilizing all winter which is budget@escdm.org. So if you have a question, go ahead and email us. That email comes to Mr. Tuttle and myself. And we will promptly respond to your questions, so that you get every piece of information that you need to come to the polls on May 17th.

And, again, I just want to thank President Rodrigues, the Council, and the Mayor for allowing us to come here tonight

and giving us, yet, another channel to, you know, share information with our school communities. Thank you very much.

PRESIDENT RODRIGUES: Thank you. Nice presentation.

JOSEPH DESTEFANO, MAYOR: You're not going to introduce me?

PRESIDENT RODRIGUES: You're getting up. It's not remarks of the Mayor yet.

PRESIDENT RODRIGUES: Right. Well, I want to thank Superintendent Creeden and Mr. Tuttle for -- for the presentation. You know, I've always taken the position even -- even when I was on the outs with the former -- one of the former superintendents that it's -- it's very dangerous, I think, for a community to vote down a school budget especially a budget that's reasonably presented with accurate information because a budget always -- a no budget -- a no vote on the budget always hurts a community. And so it's, I guess, at times maybe -- it may be appropriate when if you think, you know, the District is not doing the right thing financially. But as you can see over the past couple years, a zero and a 1 percent and now this year we're talking about either a \$5 million cut in tax levy or leaving the levy the way it is I think it's just an easy call.

So the -- I'm hoping that the residents of the City of

Middletown and Middletown School District will support the budget. It's not only financially responsible, but it's so beneficial now that we have that little bit of extra capital to address these capital projects. And -- and the superintendent is correct about the impact on the community, the economic development of the community too with the sports stadiums and the activity that's going there.

But, more important, they have a busload of kids going out that we just honored and received a thank you to -- to Iowa in a couple of weeks. Those programs would be cut. You know, all the activities that kids really need especially in a urban setting. The -- we -- we need to keep people busy and keep kids busy. And -- and passing that budget does keep it busy. And we do a lot of programming in those schools with the after-school programming and programming in the summer.

So I can't emphasize enough. And when's the last time you heard you're going to have a 6.49 percent tax decrease -- tax levy decrease?

PRESIDENT RODRIGUES: I wish we had it last year when we were campaigning.

JOSEPH DESTEFANO, MAYOR: Yeah, yeah. But you didn't have anybody running against you, so you were all right.

PRESIDENT RODRIGUES: Still, I still have to hear it.

JOSEPH DESTEFANO, MAYOR: No, but it's good news, it's good news for the City, it's good news for the Town. I'm sure Supervisor Serrano joins me with -- in supporting -- supporting the budget and also supporting the communication and the outreach to the community.

So it's important to get out and vote. One is I thought heard her say 28,000 voters and not a lot of those 28,000 vote, so get out and vote and show your support. And it's -- it's in our own best interest as homeowners that we support these budgets because not only are we getting the benefit of the tax levy decrease, but the benefits of having a strong school district. We're seeing it over the last few years with the, you know, we have homes in certain parts of the city that we thought would never ever reach maybe even 100,000, \$125,000 in value that are selling for over a quarter of a million dollars now. So the -- there's value in a strong school district to us as a city. And as city residents and not only to the students, that's the obvious stuff, but there's also value for economic development and there's also value for us as homeowners and property owners in the community.

So thank you Superintendent Creeden and Mr. Tuttle for the presentation. And I'm sure it was well received at home.

The -- I also want to thank -- there's so many people

who were involved in the cleanup event. Again, this was organized by Sue DePew who is in the back here. And I'm sure Sue will probably maybe -- did we miss you, Sue, you didn't come up and speak. All right. You're going to come up after me then and speak.

And the -- the event was I think nearly 500 people showed up, an overwhelming majority of kids, young kids, some neighbors. And that was about 500 that we had signed up physically at the park or on the -- on the sign up -- what's it called, Rick?

RICHARD MCCORMACK, COUNCIL CLERK: SignUp Genius by our clerk genius. I didn't even know it existed.

JOSEPH DESTEFANO, MAYOR: But the -- the point being that we -- we did clean up a lot. Parks and Rec was very busy that day and that weekend picking up the bags that were collected. But, more importantly, it's another event coming -- people coming together to do good things for our city. So I wanted to thank everyone that was involved from Sue and Rick. I know you were very much involved in it. And -- and all the people who were involved in -- in making it work, Maria Bruni, I know and some of staff, Joey, Joey Ferraro. And it's just a tremendous turnout, probably the biggest turnout that we had.

So we have a big tax levy decrease of the school

district. All the kids come, clean up the city. What better things -- what better month did we have, right? Pretty good April.

The other thing we had pretty good April was we're doing some ribbon cuttings. And we're going to continue to do ribbon cuttings. We did another one today in the downtown area. Here is Well Worn Books on 130-1/2 Wickham Avenue. And the other we did was at 12 Washington Street, a -- a florist. You know, for many years we talked about a florist downtown. Everyone said, "Why can't you get a florist downtown?" Well, this is the second ribbon cutting we're doing like in a few months for a florist downtown. Hopefully people in the community will patronize these new businesses and -- and help them survive the, you know, the post-COVID reality of being in business. But I want to congratulate them for -- for taking the chance because it takes a lot to go into business especially this day and age with all the big, you know, you can walk into a Walmart or a ShopRite and buy old flowers that are wilting away in a day or you can come here and buy some nice flowers and they'll last several days for you. And if they don't, don't call me.

We also have two others Bikeaway Bicycles was today and Lushes Lashes at 97 Wickham Avenue. Bikeaway Bicycles obviously located here because of the trail. This is their

fifth shop that they've opened. It's absolutely -- absolutely beautiful. The -- the brick walls, the ceilings have been restored. Doug, the owner, one of the owners was there today with us as we cut the ribbon. We're going to be talking to Doug about partnering with us on the ice rink, so we can do some skate rental there too for the wintertime, so we can have accessibility for people who want to do some skating. So -- so, again, forming another partnership with the local business.

We also had a busy week, busy yesterday with Congressman Maloney whose been very responsive to our needs. As you know, a few weeks ago we did the check award for \$3.5 million for phase two of the infrastructure project that is for the -- the water -- waterline -- the water main coming down Monhagen Avenue. I think this is maybe Phase 1 of this line. But it's \$3.5 million for water mains. That's a significant amount of money. The Congressman was here awarding us that check. And -- and then we got a call the other day from him talking about a grant submission by our police chief, Chief Ewanciw. And when the Congressman came yesterday we did a little panel discussion, excuse me, along with the Town of Deer Park Chief, Chief Szttyndor and also the Town of Fishkill Supervisor Ozzy Albra and Chief Ewanciw joined us also. And we had a panel discussion about crime

and about criminal issues or how crime impacts our communities and what can he do in Congress to help us in our efforts.

I did point out to the Congressman that the City of Middletown is at our 1990 levels for crime and that's because we made investments, not just investments in hiring police, but we've made investments and the chief is committed to and also the previous chief also, Bethincore (phonetic) committed to that outreach in the community. And part of that outreach is with the school district where we've been partnering with them on -- on different items.

But equally important is that they're doing -- they're coming down to the community and saying how we can help you. And the Congressman was nice enough to submit a application for us for funding for a plate readers and additional cameras to expand our camera system. The plate readers are primarily stationary cameras. Some, I guess the chief if you're interested will talk about it to you in committee. And, but also, the plate -- the plate reader program is important. It's a good tool. Technology is probably the biggest thing we can do now in law enforcement. It's not only bodies, it's technology. And the \$300,000 that we'll be receiving under this grant program will be very helpful in moving that program along.

So I want to thank the Congressman for his visit. And we also had some good news from him also on an additional infrastructure project that he is submitting. And I got the email confirmation today that he's submitting, I believe, for another \$4 million for additional water main. And that will go to a reconciliation between the Senate and the House. And hopefully we'll -- that level will be maintained.

So this is all part of the Biden Infrastructure Plan that received no Republican votes, but it's all coming home to rouse now for us is that and communities like us because without this money, we would not be doing this as rapidly as we are. And we're going back a couple years when we had a consolidated funding application approval through New York State which was about \$4 million, \$3.5 million, 20 percent was of that project was also state funding. There are state grants out -- that are coming out for infrastructure, so that these are pass through monies also. So we're doing pretty good as a City with the Infrastructure Bill that was proposed by President Biden. That's why I was a delegate.

We also had two hours later the Secretary of State, much skinnier guy than me and you Andrew. You smiled when I said that. But very nice man. He's new to -- new to the position. The former Secretary of State Rosanna Rosato has been, I guess, promoted to Commissioner of Department of

Criminal Justice statewide, so she's a head of that Division. So the Secretary of State came down to a budget presentation to us to a roomful here at City Hall. We did take him on a tour of our DRI. As you recall, the DRI monies were all funneled through the Secretary of State. And other economic development programs come through that office.

So he said he's able to give out monies in increments. Well, we have to win monies in increments of 2 million, 5 million and 10 million. So we've already won the 10 million, so we're looking now at the 2 million and 5 million-dollar projects that will be helpful to us here in the City.

So Commissioner Rodrigues and the crew, Maria Bruni, his staff, we -- we host him for lunch and on a tour through downtown. They were able to see firsthand the -- the impact that the DRI had. The \$10 million investment by the State, we were the first community in the Hudson -- in New York State to receive that money. That project is winding down now with a final phase of the sidewalk project. And everything we said we would do we did. And I think that's going to be helpful to us in our new applications.

So it's kudos to all the staff who made it work, the Economic Development Office, Jacob Tawil, his staff. And we -- I think the Commissioner was impressed enough that he said he wants to come back and have another barbecue at

Equilibrium. So -- so I wanted to open it up to any questions you may have and appreciate the time.

PRESIDENT RODRIGUES: Any questions for the Mayor? No questions.

JOSEPH DESTEFANO, MAYOR: I defer to Mr. Johnson.

ALD. JOHNSON: Let it go, Mayor, let it go.

PRESIDENT RODRIGUES: And now for the Good of the City will continue. If anybody would like to come up and address the Council.

SUSAN DEPEW: Good evening, Susan DePew, 57 Prospect. I will -- I will call myself what the Mayor calls me the Litter Lady.

So today I'm just going to summarize what Middletown became in one day. We had 500 or more students and people handling garbage, litter, things that should never be on the ground and they lovingly picked it up, shoved it in bags and left it for somebody to pick up. They then went onto the next street and continued this path. It's amazing to see these kids and the people who live in this City take such pride in making Middletown better.

For 10 years I've stood here and I am so proud that we are at this point that we had 500. We started with maybe 20 in 2011. We had 130 bags of garbage, 500 children and adults cleaning up Middletown. Thanks to everyone who participated.

The Middletown School District was amazing. The students from many sports participated early in the morning, gathered bags, and got on a bus and went to many sites in Middletown.

So I'd like to thank Middletown for becoming all the things that I envisioned 10 years ago. Thank you.

PRESIDENT RODRIGUES: Thank you. Okay. Anyone else?
All right.

6. Remarks of the Mayor.

(See above.)

7. Remarks of Department Heads

PRESIDENT RODRIGUES: Okay. Department Heads,
Economic Development.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Good evening, everyone. The Mayor kind of touched upon the ice skating rink. We did have a bid opening for the ice skating rink at Erie Way Park under the Pavilion. The Board of Estimate referred to myself and John Bianci to review. So we did get two bids and we hope to have one of them before you at the next Council meeting, so we can move forward with the project.

Tonight during the CDA meeting, we discussed three properties. One is going to contract and there's two pretty much underway for construction. And we're going to have three new homeowners in our community that will be moving

into these properties. So that program is moving pretty swiftly. I don't want to jinx it, but it's moving pretty swiftly as we speak.

On the community development block grant funds, our housing rehab is also going strong. We have some rehabs out right now. And we have some economic development in forms of a small business loan coming to the department. So those activities are moving well as well.

Paramount Theatre, we did have a really cool concert last week, the Fleetwood Mac tribute. It was an awesome concert. And we're moving forward now with Taylor Dayne coming to the theatre in a couple of weeks. And Dr. Strange will be the new release that will be coming for movies there.

Also, with the bid, you know, we partner up on the summer concerts and everything. We're going to be starting June 2nd at the Run for Downtown Park, the Thursday night concerts and then June 3rd, the Friday night concerts at John Degnan Square. And the farm market will be -- will begin on June 4th, Saturday, June 4th at Erie Way Park under the pavilion.

And you're going to see the release of the concerts this week on our Facebook and website. And I think that's it for this evening unless you have any questions.

PRESIDENT RODRIGUES: Any question -- Alderman

Kleiner.

ALD. KLEINER: Thank you. We have a resolution for repairs for the Paramount. Could you just explain what that is?

MARIA BRUNI, ECONOMIC DEVELOPMENT: Correct. There's the roofing system over the lobby and box office that needs repairs. It's leaking. We're having several leaks in the box office and the main lobby that's affecting the ceiling, so that's what that is for.

ALD. KLEINER: Okay. Thank you.

PRESIDENT RODRIGUES: Anyone else? Thank you, Maria.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Thank you.

PRESIDENT RODRIGUES: DPW Commissioner

JACOB TAWIL, DPW COMMISSIONER: Good evening, all.

Alderman Masi is not here, but he's watching from California I think. The reservoirs are full, Alderman Masi, so just assure we have plenty of water in the city. However, we did have an important meeting today with DEC regarding our water taking permits. And there are certain commitments that we have to comply with which would require some expenditure some of which we already the Mayor and I -- the Mayor he authorized when we were meeting with DEC about a year ago to install flow meters. And all these things are coming due for -- we have to install flow meters at all our reservoirs and

(inaudible) of the reservoirs on the bypass. So every -- everything is tracked by DEC.

And we have October is the deadline that's coming. And we're trying to put all things together. We're going to be purchasing some flow meters of our own and installing them. The Water -- Water Department is going to do that. And other flow meters which really are involved, they're going to be incorporated in dams upgrades. We're going to be upgrading the Kinch Dam and we're going to be upgrading the Schwangunk Dam. And these are multi-million dollar projects. I think, yeah, they are budgeted. And we have to add to them the cost of the flow meters. But the DEC is very much interested in that and they want to make sure that we pin it down and we comply with our -- with the requirement for the water taking permits that we have and the safe yield of 4.2 million gallons.

So another subject is the zombie poles or double poles and all that. So, so far they've taken about 30 of them. After -- after years and years of stagnation, now we have this \$30 million project moving forward with a traffic operations. So they're moving ahead of us. They're moving any double poles. So once we pour the sidewalk and the concrete and the granite curb, you're not going to have double poles, you're just going to have the one pole that's

supporting the wires. And the zombie pole or the broken pole, hopefully it will disappear. They promised they going to go through and finish the whole city for us. So that would be done -- tomorrow they're going to start -- Orange and Rockland, they're going to be starting to restore the sidewalk on West Main and Monhagen. This is the sidewalk if you remember that's what they ripped out in order to put the gas line under the sidewalk because our roads underground are congested. The safest place for them is to go under the sidewalk. So they ripped it out. They put asphalt in there. Now they're going to come and rip -- rip out -- rip out the asphalt and put the concrete sidewalk. So it's going -- it's going to look nice once they are done.

They're going to be stopping at about 250 feet from any signalized intersection because the signalized intersection is going to be done by our \$30 million project. And when people hear \$30 million project, most likely it's going to be our responsibility is going to only be 5 percent of the \$30 million. The rest of it is grants from federal government through the New York State DOT.

So the traffic operations, we -- it's moving along in full gear. And the waterline project, we had some problems and issues, legal issues, with the contractor. We sorted things out. We made a major payment for him. He's going to

be starting again tomorrow, so hopefully that will be concluded very soon.

Like the Mayor was saying, the Congressman is looking to give us another \$4 million. Like the Mayor stated, he already gave us \$3.5 million. And we can go now, he's going to put us in the next fiscal 2023 year with additional \$4 million to carry the project on from whatever we stop now to go further into the City. And this way we are replacing our finished waterlines that are over 100 years old some of them which will obviously provide reliability and security for our people, our residents, the people who use our water. And we'll continue to maintain the water quality, the excellent water quality that we have.

Today we have another -- another good line to resubmit vulnerability assessment, emergency response plan and cybersecurity for our water systems in which we did that. We submitted that to Orange County. They will review it and then forward it to New York State Department of Health once they approve it.

Again, very successful cleanup after -- after the COVID being disappeared for a couple of years. Everybody came out and we are very grateful and I'm very grateful for everyone who helped. And also DPW came out Monday and they picked up whatever bags were piled up.

And, also, they cleaned up the Heritage Trail, DPW did, from -- from East Main working towards the city line. We're almost done. And there are piles and piles of tires and garbage and junk and all that stuff. So we ask people if you start once, the trail is open from East Main Street going towards city line towards Dolsontown Road. Please just maintain it, be very careful. Pick up after yourself. Don't leave any garbage there or any liter. We would appreciate that very much.

With that I will conclude. Also be careful with the grass, please. Council President Rodrigues, he gets -- he takes it personally when he sees grass very high, so please stay on top of it and cut the grass. We don't want to send you letters of violation or come and cut your grass for you and then send you a heavy bill. We -- we don't need that. We need everybody's cooperation.

PRESIDENT RODRIGUES: You know what I'm noticing is garbage is starting to grow. The Fourth Ward --

JACOB TAWIL, DPW COMMISSIONER: Garbage started to grow?

PRESIDENT RODRIGUES: The Fourth Ward put out their garbage, the Third Ward put out their garbage, so I know we're sending letters. Right?

JACOB TAWIL, DPW COMMISSIONER: We're -- actually,

we're taking people to court unfortunately. Some people did not respond especially in the Third Ward because they're not -- so they're -- they're going to court. I met with the Mayor and discussed it. And people are going to court because they did not comply. We did the friendly reminder. We gave them a letter. We followed up with violation and still nothing, so now they're going to go to court unfortunately.

PRESIDENT RODRIGUES: Beers Drive, got a whole bunch of people. Third Ward is the last ward.

JACOB TAWIL, DPW COMMISSIONER: Yes, yes. We're very much aware of it.

PRESIDENT RODRIGUES: Three weeks out.

JACOB TAWIL, DPW COMMISSIONER: Yes, exactly. Exactly. And we got Mr. Steenrod in there. He's our -- our toughest inspector. He's the one who's doing the Third Ward. And, you know, it's -- it's sad. We don't want to do it, but it has to be done and, you know.

PRESIDENT RODRIGUES: I'm okay. Alderman Kleiner.

ALD. KLEINER: Thank you. Commissioner, electronics drop-off day? I can't find it on the website.

JACOB TAWIL, DPW COMMISSIONER: May 26th. It should be --

ALD. KLEINER: When is it?

ALD. RAMKISSOON: The 28th, it's a Saturday.

JACOB TAWIL, DPW COMMISSIONER: May 28th, she's saying Alderwoman, yes, May 28th, Saturday, you drop off on Monhagen Avenue at the DPW garage. You bring your electronic, there's a maximum of five units and so on. But that's already set.

The Fourth Ward spring cleanup starts next week, next Monday on the 9th, the 4th. And then the Third will start on May the 16th. I'm sorry.

ALD. KLEINER: Okay. Are you going to do any milling program at all this year with everything else going on?

JACOB TAWIL, DPW COMMISSIONER: Yes, yes, we are. Yeah. You're absolutely right. The State has been very generous with us with the CHIPS money, so we have quite a few dollars to spend on milling and paving as well. So we have - - we have everything going on. We have \$4 million waterline project and the milling and paving and \$30 million project, so, yes.

ALD. KLEINER: Very good. I'll be asking you about Cantrell.

JACOB TAWIL, DPW COMMISSIONER: What's that?

ALD. KLEINER: Be asking you about Cantrell. That was -- that was a big issue last year so. Okay. Thank you.

JACOB TAWIL, DPW COMMISSIONER: Yes.

PRESIDENT RODRIGUES: Anyone else? Thank you, Jacob.

Police Chief.

JOHN EWANCIW, POLICE CHIEF: Good evening. Just a few items this evening. First -- last year I reported several times that the Council in regards to the police department covering security at the COVID vaccinations center. We put in a lot of hours from the spring into the summer. We also coordinated with the city to help purchase and organize all the PPE for the City. Last week we were notified by the State that we were getting that money back. It's just over \$300,000, so it's a significant amount. So between my staff and the staff from finance department, they're able to put all the documents together to have that money returned to us. So that's a great effort and I thank them for that.

On the police end, just recently we started or I started a traffic unit, put them out there to help combat some of the high traffic areas and complaints that I received from not only the members of the Council, but from the public as a -- as a whole. So that's being very effective. Officer Sciandra right now is assigned to that. He's being very effective, doing a great job.

Also today our new downtown officer started as a full-time assignment. We just transitioned them out of the school as an SRO. We replaced him in the school and Officer Troy will now in the downtown. He's also going to do some double

duty and do some bike patrol on the Heritage Trail as he is a bike officer as well.

Additionally, with some of the more active time of year as the warm weather comes upon us, so -- so does some of the quality of life crime increases. So I put together a two-person plain clothes unit that you'll see out as well combating some of those hot spots that we have. These are in addition to our neighborhood enhancement units that are still out there as well.

So you will see some additional activity. And if you have any concerns or anything that you would like addressed, please reach out to me, so that I could properly focus people on those.

Other than that, I have nothing unless you have questions for me.

PRESIDENT RODRIGUES: Any questions for the police chief? Thank you, chief.

JOHN EWANCIW, POLICE CHIEF: Thank you.

PRESIDENT RODRIGUES: Superintendent of Recreation.

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION: Good evening, everyone. Just some updates on what we got going on. Reservoir trails, the garbage cans are starting to be placed out now. We are -- they're currently fixing a lot of the paths from the -- all the heavy rain with the washout, so

they're replacing and filling a lot of the ditches from the rain.

The Van Duzer bathroom is almost finished. Should be open by next month, so we're going to get those porta potties out as soon as we can once those are open.

Frank Shorter Walkway about halfway complete. I know a lot of the residents or -- or not even residents, the people who park and walk all through there are very excited that they don't actually have to go on a roadway anymore.

Wolslayer Field, John and his crew been working very hard over there cleaning the site and doing the final grading. The construction fence that's going to go up around the track very soon, he's just making all the stops around Middletown to try to get enough of the fence to fully wrap around the track. In two weeks they should be breaking ground on the concession stand building. That's also going to have bathrooms and storage attached to it also.

They're starting to clean off the pool deck to prepare for the summer.

Tennis programs, we've been getting a few complaint phone calls. Tennis program has been revamped. In the past they've paid especially the adults one price and that was for a spring, summer, and fall and they would get countless sessions with Jim Holden. This year we are revamping it. So

the spring is one price. There's going to be a summer session 1, summer session 2, fall session 1, and fall session 2. So we've been fielding a lot of complaint phone calls with the tennis. You're still getting the high quality lessons that you're paying for, it's just at a reasonable rate coming from our end now instead of one price for spring, summer, and fall.

And just a reminder, go out and vote and support the budget. Like they were explaining, if it does go to the contingent budget, it does affect the Recreation Department. We are very lucky and grateful for the relationship that we have with the school district and we're able to use their facilities. Like this summer, we will be in one of the school buildings. I'm not sure which one yet. They have a lot of great programs going on. So they're trying to house all their stuff and then we're going to find out where we're going to be. So please, please, please support their budget and go out and vote because they are very good to us when it comes to summer.

Any questions?

PRESIDENT RODRIGUES: Questions? Alderman Kleiner.

ALD. KLEINER: Thank you. One complaint I heard was the tennis is when the courts got locked up at 3:00. Are they still closed at 3 or --

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION: That's always been happening. They don't get opened every day until at least Memorial Day weekend. And that's when school is out and we put on a park patrol, someone whose security that's going to lock up everything. So right now during the week it's just when our maintenance opens in the morning and they close it before they leave. And on weekends, it is open from dusk until dawn. Park patrols around on the weekends right now. Monday through Friday it's now until Memorial Day weekend.

ALD. KLEINER: Okay. Thank you.

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION: You're welcome.

PRESIDENT RODRIGUES: Raelynn, how we doing on lifeguards?

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION: Lifeguards, we had nine full time that took the test. We have a assistant manager. We are still looking for subs. Every shift is available. If you can only work one day a week we will take you. Our rates depending -- depends on how many years' experience you have. We are also looking for a manager. So if you know anyone, we are looking for a manager who can oversee our pools. We do have a strong assistant manager coming in. But we are looking for managers, so if

you know of anyone looking to run one of our pools this summer. But we are looking good definitely for Davidge and Sproat Street.

PRESIDENT RODRIGUES: Awesome. All right. Any questions? Thank you.

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION: You're welcome.

PRESIDENT RODRIGUES: City Clerk.

RICHARD MCCORMACK, CITY CLERK: I just want to reiterate the Mayor's comments and Mr. DePew's comments. We had a great spring cleanup this past weekend. Thank you to everybody who helped. Raelynn and Parks and Rec and DPW and the police department and all the volunteers were an incredible resource. And thank you to the school district. And it's not even over yet. I know the school district is sending out an additional team this weekend to hit some hot spots that were missed during the initial cleanup because they weren't able to make it. So that's the commitment that we're getting from our students in the community. They weren't able to make the original day and they're coming back out, so thank you to everybody.

PRESIDENT RODRIGUES: Any questions for the Clerk?
All right.

8. Public Hearings and Grievances.

(None this evening.)

9. Petitions and Complaints

(None this evening.)

10. Remarks of the Alderman.

PRESIDENT RODRIGUES: Remarks of the Alderman.

Alderman Witt.

ALD. WITT: Thank you. Just to echo what Rick had said about the -- the cleanup. It was a tremendous effort. Susan, thank you for the motivation and being the inspiration for us on that. Rick, you did a great job as the first year guy getting kind of dropped in on that, awesome work. And just thank you to all the folks in our -- in our district who didn't just come out, they embraced it. And if you looked, it's a great visual when you saw all of those yellow shirts and kids cleaning. So thank you very much.

PRESIDENT RODRIGUES: Alderman Green.

ALD. GREEN: Thank you. Yes, Sue, you come to our meetings and speak and everything and it's been wonderful to have you and see this event grow every year. It's just an amazing thing that -- that happens.

Going just by date here. This Thursday through Sunday or until they're sold out at, both, the Monroe Firehouse and Central Firehouse, the Excelsiors and the Ontarios will be having a Mother's Day flower sale, so come down. That's

Thursday through Sunday. But they did sell out early last year, so come support the fire companies there and get some nice flowers.

We're going to have a constituents' meeting here in the Council Chambers on Monday the 9th at 7 p.m., so we look forward to seeing everyone there.

And I won't say much about current national politics other than to say that elections do have consequences, so please vote. Thank you.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALD. KLEINER: Thank you. I call Sue the anti-litter lady. And I thank her for the inspiration and I'm glad we had a great turnout. And it's nice to see that tradition because it's so important to the community. So it's really a sense of community spirit and being proud of your city and going out and help and clean it up. So thank you to everyone involved.

And thanks, Rick, on your first time. You did an amazing job and -- and the online sign up, I think that worked out great. So it was -- it was an instant learning curve and -- and you did it very well. Thank you.

Yes, our Second Ward constituents meeting next Monday, second Monday at 7 p.m. right here.

And I also want to thank, you know, it's -- it's hard

to just ignore what's going on Ukraine and -- and what's that done to our world. But I certainly want to thank Dr. Israelski, Middletown's own Dr. Ron Israelski. If you saw the article in the *Record* about how much he's doing in helping in getting medical supplies to Ukraine. And he's an amazing man. He was the force behind Touro College. He's been down to Haiti patching people together after the earthquake. And he's -- he's what we should all be doing, so I thank him and that's -- even though we can talk longer tonight because Mr. Masi is not here, I think we're not in quite a rush to get home, but I think that's enough. Thank you.

PRESIDENT RODRIGUES: And the Yankees are on.

Alderman Ramkissoo.

ALD. RAMKISSOON: Good evening. The cleanup was amazing. We've been pretty successful in years past. You know, you never know when you have to take a little break like we did under the circumstances. But the school amazing community partner, those sports teams, the honor societies, the, you know, church groups, everybody who came absolutely fantastic. And they were all really excited. And all the kids were really in a great positive frame of mind and the feedback was that they actually had a lot of fun. And they're also a little surprised at what they tend to not see

the rest of the year. But what a great day.

Speaking of cleanups, the spring cleanup for this City, yes, the Third Ward got overly excited, saw somebody put out their bulk and now there's just a big old mess starting. So for my Third Ward people and for people whose it's not your turn, you don't just -- we don't just leave trash out for a month in the elements. It's a mess.

And speaking of mess, please respect the rules of the cleanup. Please do not just throw piles of random trash out on the curb for our crews to pick up. It's a great service that the City offers to our residents. So let's not abuse it and be respectful to the people who are doing this for us because it is a great benefit to us as residents.

When it comes to the school this budget, I mean, what's not to like. We're getting all these amazing improvements and it's coming at a reduction in our -- in our levy. There's nothing to complain about. I don't want to date myself here, but I repeatedly said I will take the Pepsi Challenge with this district against any school district in this country. The opportunities that our children have are second to none. I have a child going to her junior year next year who will be taking these Syracuse classes. It's unbelievable the absolute value and the experience that our children are getting here. So we should keep supporting this

administration that manages to put together these numbers and make them work year after year. And I'm glad the state is finally sending us our chair which is a huge relief to us. So, I mean, great schools are great property values. So if you live here, go out, support it, please. And I'm going to leave it at that.

PRESIDENT RODRIGUES: Alderman Johnson.

ALD. JOHNSON: Thank you, sir. Well, you can be litter or anti-litter. I'll just call you indispensable, Sue. So thank you for 10 years in making the program grow.

You know, I never heard the term "zombie poles" until a few years ago, but I don't really get out much. So people don't think about it, but there's a lot of them. They're unsightly. They may not actually be safe. It's difficult to get the problem resolved because everybody wants to be not responsible for it. So, Jacob, thanks for carrying the torch on that, I do appreciate it.

Garbage in the Third Ward, I echo my fellow Alderwoman or I'd guess you'd have to be a man for this to be my Alder, but that's okay. We do our best to represent you in the Third Ward and now it's time for you guys to represent. So let's put it where it's supposed to be until it's supposed to be out and we appreciate it. Wolslayer Field I drive by it four times a day. It actually looks like a field now, so

thank you very much for that. The community will appreciate it.

And the Mayor alluded to the DRI process. I think way back when many people now think about it remember it was kind of like a *Shark Tank* thing to take your 20-minute program and stand in a room and try to stand out amount others. And the Mayor and his cabinet went forward and did that. And it's been gratuitously self-perpetuating. And I'll leave it at that. Thank you very much.

PRESIDENT RODRIGUES: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Yes. Good evening, all. First I would like to congratulate the school district on their budget in advance. Now it's really up to the community on May 17th to come out and support the school district to help us to pass this budget.

Sparrow and I will have our Fourth Ward constituents meeting this Saturday in this chamber. I'd like the Fourth Ward constituents to come out and support us and have a conversation with us. It's -- it's well informed on what's going on in the Fourth Ward. And we have a good conversation when people come out and -- and tell us what's going on and kind of help us alleviate what's going on in the Fourth Ward. And whatever we could do to help is -- is good to hear from the community in the Fourth Ward. Thank you very much.

PRESIDENT RODRIGUES: Alderman Tobin.

ALD. TOBIN: I'd like to echo everybody's remarks.

I'd like to thank the superintendent and the assistant superintendent for business for putting together a tremendous budget.

Like Alderman Ramkisson, I have two kids in the district and I also used to referee. I've been around the county. We have top-notch facilities and top-notch programs. As a teacher, I'm proud to send my kids here. And, you know, I can't be -- there's so much -- it seems like it always gets better and better, so thank you very much for looking out for our children.

Also, and I hope you support the budget. That's a great investment for the community.

I'd like to thank Susan DePew again. Thanks for the turnout. It's just a great to do it. Not only clean the city up, but the pride and the community service that goes along with it.

And I'd just like to remind everybody to vote. We have a lot of people running for school board, a lot of interest -- interest. It should be a higher turnout. And I encourage them to take a look at the -- is there going to be like a form, right, to check out -- two forms to check out the -- the people running and their positions. Because in

this society today, we need people -- we see our kids, you know, like we had QAnon running through the Capital. People that believe in, you know, conspiracy theories and junk science and flawed science and flawed news and we need critical thinkers that can think and, you know, so it's more than ever education. And so I'd like you to support, I mean, take a look at the candidates that are going to support our students. Thank you.

PRESIDENT RODRIGUES: Thank you.

11. Unfinished Business.

(None this evening.)

12. New Business.

PRESIDENT RODRIGUES: New Business.

RICHARD MCCORMACK, COUNCIL CLERK: Good evening.

We have a Resolution sponsored by Alderman Witt authorizing a lease extension with the Friends of Thrall Library for the used book store.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Green. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: We have a Resolution sponsored by Alderman Green adjusting a timeline

for the development of 11-15 King Street.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Witt. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: A Resolution sponsored by Alderman Kleiner authorizing a \$50,000 budget transfer for repairs at the Paramount Theatre.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner, seconded by Alderman Ramkissoo. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: We have a Resolution sponsored by Alderman Ramkissoo authorizing a budget adjustment for the Senior Center to fund senior trips.

PRESIDENT RODRIGUES: Motion by Alderman Ramkissoo, seconded by Alderman Johnson. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: We have a Resolution sponsored by Alderman Johnson authorizing a

purchase of WTP Chemicals from an alternate vendor.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Green. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: Resolution sponsored by Alderman Jean-Francois to increase the purchase price for JCI Jones Chemicals.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Jean-Francois, seconded by Alderman Johnson. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: Resolution sponsored by Alderman Tobin increasing -- authorizing an increase in retainer fees for Freeman & Howard.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Tobin, seconded by Alderman Jean-Francois. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: A Resolution sponsored by Alderman Witt authorizing a credit limit

increase for the Exxon Mobile gas card.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Green. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: A Resolution sponsored by Alderman Green issuing a negative declaration of environment impact under SEQRA and the regulations for the zoning change of 44-48 East Avenue from DMU Mixed Use to R-2.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Kleiner. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

RICHARD MCCORMACK, COUNCIL CLERK: Resolution sponsored by Alderman Kleiner authorizing the zoning change for 44-48 East Avenue from DMU Mixed Use to R-2.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner, seconded by Alderman Green. Any discussion?

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

PRESIDENT RODRIGUES: Is that it?

RICHARD MCCORMACK, COUNCIL CLERK: That's it.

13. Local Laws

(None this evening.)

14. Audit of Claims and Accounts

ALD. JOHNSON: Mr. President, I move the accounts be audited, the claims be adjusted, and the City Treasurer be authorized to issue warrants for their payment.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Ramkissoo.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt, President Rodrigues. Carries.

15. Adjournment

PRESIDENT RODRIGUES: I need a motion to go into Executive Session for negotiations.

ALD. GREEN: So moved.

PRESIDENT RODRIGUES: Alderman Green.

ALD. JOHNSON: Second.

PRESIDENT RODRIGUES: Seconded by Alderman Johnson. All in favor.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoo, Kleiner, Green, Witt

PRESIDENT RODRIGUES: We're now in Executive Session.

(PROCEEDING CONCLUDED)

CERTIFICATE

I, LISA KANE, certify the foregoing transcript of proceedings of the May 3, 2022 Middletown City Council meeting was prepared using the required electronic equipment and is a true and accurate record of the proceedings.

Signature: *Lisa Kane*

Date: May 27, 2022

Agency: American Legal Transcription
11 Market Street, Suite 215
Poughkeepsie, New York 12601

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

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Green

Date of Adoption 05.03.22

Index No: 84-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Witt

Date of Adoption 05.03.22

Index No: 85-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Ramkissoon

Date of Adoption 05.03.22

Index No: 86-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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

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

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Johnson

Date of Adoption 05.03.22

Index No: 87-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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. Johnson

Sec'd by Ald. Green

Date of Adoption 05.03.22

Index No: 88-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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.

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

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Johnson

Date of Adoption 05.03.22

Index No: 89-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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.

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

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Jean-Francois

Date of Adoption 05.03.22

Index No: 90-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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.

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

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Green

Date of Adoption 05.03.22

Index No: 91-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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.

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

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Kleiner

Date of Adoption 05.03.22

Index No: 92-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

**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).

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

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Green

Date of Adoption 05.03.22

Index No: 93-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 111-22

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

A Resolution Renewing an Agreement With RJ Smith

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a renewal agreement with RJ Smith to represent and assist the City in acquiring parcels for the protection of the Watersheds. Original contract was approved in Resolution 62-19 and has since expired.

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 said agreement.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: May 19, 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: Land Acquisition for Source Water Protection Project

RECEIVED
MAY 25 2022
City Clerk
City of Middletown

Requesting Approval

I am requesting authorization for the Mayor to sign to renew the attached contract with RJ Smith to represent and assist the City in acquiring parcels for the protection of the Watersheds. Original contract was approved in Resolution 62-19 and has since expired.

Thank you.

EL

NEW YORK STATE COMMERCIAL ASSOCIATION OF REALTORS®

PROFESSIONAL SERVICES AGREEMENT
Exclusive Tenant or Buyer Representation

RECEIVED
MAY 25 2022
City Clerk
City of Middletown

This Exclusive Tenant or Buyer Representation agreement for the Purchase or Lease of Real Property is made this

May, 2022 by and between:
(Name of Broker) Rand Commercial / Team RJ Smith

herein thereafter referred to as "Broker" and (Name of Client) (s) City of Middletown, New York

herein thereafter referred to as "Client."

1. Broker's Duties and Authority.

Broker is licensed by New York State as a Real Estate Broker and is a member of the New York State Commercial Association of REALTORS® (NYSCAR).

A) Broker will act on Client's behalf to (I) search for, acquire information about and evaluate available properties in the Market Area which are suitable for Client's intended use or purpose, (II) present to Client those properties which satisfy Client's requirements and (III) assist Client in negotiating the terms and conditions for the potential lease or purchase of the property. Broker is hereby granted the sole and exclusive right to search for properties within the Market Area and negotiate on Client's behalf in connection with the lease or purchase of properties within the Market Area during the term of this Agreement.

B) Broker may enlist the efforts of Broker's sales associates and may solicit and enlist the cooperation of other real estate brokers.

C) Broker and Broker's sales associates will devote an amount of time and effort on Client's behalf as Broker, in Broker's sole discretion, determines necessary to carry out the duties described in this Agreement. Broker and Broker's employees, agents, affiliates, and associates are entitled to engage in other business activities including, but not limited to, representing other buyers, listing properties for sale or lease, and presenting the same properties to other prospects.

D) Broker shall not commit Client to any agreement unless Client gives Broker written authorization to do so.

2. Other Buyer Clients.

Client understands that other clients of Broker may consider, make offers on, or purchase through Broker the same or similar properties as Client is seeking to acquire. Client consents to Broker's representation of other Buyer Clients and the right of Broker to show such same or similar properties to said Clients. Broker will represent Client exclusively on the attached identified and listed properties.

3. Nature of Assignment.

A) Desired property description Obtain properties for watershed protection

B) Market Area. The Market Area of this Agreement contemplates any properties within:

Within the Town of Mount Hope, Orange County, New York.

4. Client's Obligations.

During the term of this Agreement, Client agrees:

A) To provide to Broker upon request:

(I) The general nature, location, requirement and preferred terms and conditions, which Client is seeking in connection with the acquisition of desired property.

(II) Relevant personal and financial information to assure Client's ability to obtain financing.

B) Client agrees to work exclusively with Broker and not with other real estate brokers, salespersons, owners or owners' agents, with respect to viewing properties and agrees to refer to Broker all inquiries in any form from any other real estate brokers, salespersons, prospective sellers or any other source.

C) Conduct in good faith all negotiations for property, exclusively through Broker.

D) Furnish Broker with any information about properties which Client may be or may become aware of, regardless of the sources of such information.

E) Cooperate with the Broker in the preparation and processing of any forms, etc. necessary to complete the transaction.

F) Not to engage any other Brokers to act on client's behalf within the market area during the Term of this agreement.

G) To pursue with due diligence, all obligations necessary to complete a purchase pursuant to this agreement including but not limited to, timely filing any applicable zoning, permit or other applications.

5. Term of Agreement.

This Exclusive Representation Agreement shall begin upon execution of this Agreement. This Agreement shall expire at 11:59 PM one year later or on December 31, 2023

6. Professional Service Fees.

The Client agrees to compensate the Broker if the Client, or any other person acting on the Client's behalf, buys exchanges for, obtains an option on, or leases any real property during the term of this Agreement.

A) The amount of compensation shall be:

(1) If the property is listed with a real estate company or licensee, Broker will accept a fee equal to the fee being offered to cooperating agents; but in any event not less than 3 % of the purchase price of the property.

If such fee, or any portion thereof is paid by the Seller/Lessor, or the Seller's/Lessor's agent as a convenience of the transaction, then Client will be credited by Broker for the amount so paid.

(2) If the property is not listed with a real estate company or licensee, a fee of 3 % of the purchase price will be paid. If such fee or any portion thereof, is paid by the Seller/Lessor as a convenience of the transaction, the Client will be credited by Broker for the amount so paid.

(3) Other Compensation Agreement: The parties' obligations shall be conditioned upon compliance with all provisions of the DEC land acquisition grant as per all of the relevant attachments, and that, further, the City's obligation to pay shall be contingent upon approval of State reimbursement to the City.

B) If the Client within six months of the termination of this Agreement, with or without the services of a licensed agent, purchases or leases real property shown to the Client by the Broker during the term of the Agreement compensation as set forth in this Agreement shall apply and a fee shall be due the Broker.

C) The compensation to be paid the Broker as set forth herein shall be deemed earned and be due and payable, without demand, upon the Client entering into an agreement, either written or oral, for the purchase, exchange or lease of any property subject to this agreement.

D) If, for any reason, the Broker is not paid for the compensation set forth herein on the due date, the Client shall establish an escrow account with a party mutually agreeable to the Broker and Client or, in the absence of mutual agreement, with the Client's attorney, and shall place into said escrow account an amount equal to the compensation as set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (I) by written agreement of the parties, (II) by order of court competent jurisdiction, or (III) some other process to which the parties agree in writing.

7. Attorney's Fees.

In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the Broker hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Client agrees to pay such attorney's fees, costs and related expenses.

8. Legal, Professional and Technical Advice.

The Client acknowledge that the Broker is not qualified to and will not provide Client with advice on legal matters, tax matters (including, but not limited to, non-recognition of gain or loss from exchanges pursuant to 26 USC section 1031), building inspection, public health, surveying, environmental, or other technical matters. Upon request Broker will assist Client in engaging qualified professionals to consult in such fields. The Client also acknowledges that the Broker has advised and recommended that the Client seek independent legal, tax and other counsel prior to entering into this agreement or into an agreement for the sale, exchange or lease of property.

9. Dual Agency.

Broker's firm represents both Sellers (Landlords) and Buyers (Tenants). This means that it is possible that a buyer (Tenant) Broker represents will want to purchase or lease a property owned by a Seller (Landlord) Broker represents. A real estate firm or agent may represent more than one party in the same transaction known as "Dual Agency" only with the knowledge and informed consent of all parties for whom the agent acts. Client acknowledges Broker may act as a "Dual Agent." In the event a Buyer/Tenant Client is interested in one of broker's listings, Owner and Buyer and/or Tenant will be promptly notified and mutual consent by both clients will be required before proceeding with such proposed transaction. If mutual consent is not obtained from all parties, where a buyer/tenant/client selects the listed property, the listing will continue and the buyer/tenant/client will be given the option to (I) select customer status as to the listed property, or (II) terminate the buyer/ tenant/client agency agreement as to the listed property.

10. Legal Compliance.

The Broker shall conduct all his brokerage activities in regard to this Agreement without respect to Race, color, religion, sex, national origin, handicap or familial status of any buyer or prospective buyer, seller or prospective seller, tenant or prospective tenant, landlord or prospective landlord.

11. Addendums.

Any Addendum attached to this Agreement is incorporated as part of this Agreement for all purposes. Client's initials on any Addendum signify acceptance of any attached Addendum.

12. Entire Understanding.

This agreement contains an entire understanding of the parties and it may not be changed orally and is binding upon the heirs, executors, administrators, successors and assignees of the respective parties hereto,

This is a legally binding contract. If not fully understood, we recommend consulting an attorney before signing.

The undersigned represents and warrants that (he) (she) has full legal authority to execute this Agreement and hereby accepts the within agreement.

CLIENT OR REPRESENTATIVE _____

TITLE _____

FIRM _____

ADDRESS _____

PHONE _____ FAX _____

R. J. Smith
BROKER

Rand Commercial
FIRM

May 3, 2022
DATE

John A. Martin
CLIENT (S)

City of Middletown
CLIENT (S)

5/10/22
DATE

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Green

Date of Adoption 03-19-19

Index No: 62-19

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
	9			
TOTAL				

WHEREAS, the City of Middletown has been awarded two State grants that Middletown has applied for and received from WQIP Round 15 award for the Middletown "Land Acquisition for Source Water Protection Project. They are \$3.0 million each for the protection of Watersheds. The City will have to match 25% or \$750,000 each. Much of this expense will be for the purchase of land in our water shed. This is a multi-year project covering many parcels and each will be evaluated based on merit and reimbursements from the state. The City will have to lay out 100% and be reimbursed at 75% for each expenditure, and

WHEREAS; temporary borrowing will be used as a funding source to start the project and proceeds from the Grant will be deposited directly into the Capital project to help fund future purchase delaying the City's requirement to borrow the full \$1.5 million until the project is near completion, and

WHEREAS; the Board of Estimate has recommended the following:

- Approval of the two grants totaling \$6.0 million
- Approval to prepare the permanent borrowing resolution of \$1,500,000 for matching funds
- Approval of the establishment of a capital line in the budget for \$1,500,000
- Authorization for the Mayor to sign documents relating to the project and the grant.
- Authorization to retain R.J. Smith (Commercial Real-estate Broker) to help acquire the many parcels of land to be purchased in this project.

LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the above six points and authorize the Mayor to sign the attached agreement with RJ Smith to represent and assist the City in acquiring future parcels to be determined.

NEW YORK STATE COMMERCIAL ASSOCIATION OF REALTORS®

PROFESSIONAL SERVICES AGREEMENT Exclusive Tenant or Buyer Representation

This Exclusive Tenant or Buyer Representation agreement for the Purchase or Lease of Real Property is made this ____ day of
February 2019 by and between:

(Name of Broker) Rand Commercial / Team R.J. Smith

herein thereafter referred to as "Broker" and (Name of Client) (s) City of Middletown, New York

herein thereafter referred to as "Client."

1. Broker's Duties and Authority.

Broker is licensed by New York State as a Real Estate Broker and is a member of the New York State Commercial Association of REALTORS® (NYSCAR).

A) Broker will act on Client's behalf to (I) search for, acquire information about and evaluate available properties in the Market Area which are suitable for Client's intended use or purpose, (II) present to Client those properties which satisfy Client's requirements and (III) assist Client in negotiating the terms and conditions for the potential lease or purchase of the property. Broker is hereby granted the sole and exclusive right to search for properties within the Market Area and negotiate on Client's behalf in connection with the lease or purchase of properties within the Market Area during the term of this Agreement.

B) Broker may enlist the efforts of Broker's sales associates and may solicit and enlist the cooperation of other real estate brokers.

C) Broker and Broker's sales associates will devote an amount of time and effort on Client's behalf as Broker, in Broker's sole discretion, determines necessary to carry out the duties described in this Agreement. Broker and Broker's employees, agents, affiliates, and associates are entitled to engage in other business activities including, but not limited to, representing other buyers, listing properties for sale or lease, and presenting the same properties to other prospects.

D) Broker shall not commit Client to any agreement unless Client gives Broker written authorization to do so.

2. Other Buyer Clients.

Client understands that other clients of Broker may consider, make offers on, or purchase through Broker the same or similar properties as Client is seeking to acquire. Client consents to Broker's representation of other Buyer Clients and the right of Broker to show such same or similar properties to said Clients. Broker will represent Client exclusively on the attached identified and listed properties.

3. Nature of Assignment.

A) Desired property description Obtain properties for watershed protection

B) Market Area. The Market Area of this Agreement contemplates any properties within:

Within the Town of Mount Hope, Orange County, New York.

4. Client's Obligations.

During the term of this Agreement, Client agrees:

A) To provide to Broker upon request:

(i) The general nature, location, requirement and preferred terms and conditions, which Client is seeking in connection with the acquisition of desired property.

(II) Relevant personal and financial information to assure Client's ability to obtain financing.

B) Client agrees to work exclusively with Broker and not with other real estate brokers, salespersons, owners or owners' agents, with respect to viewing properties and agrees to refer to Broker all Inquires in any form from any other real estate brokers, salespersons, prospective sellers or any other source.

C) Conduct in good faith all negotiations for property, exclusively through Broker.

D) Furnish Broker with any information about properties which Client may be or may become aware of, regardless of the sources of such information.

E) Cooperate with the Broker in the preparation and processing of any forms, etc. necessary to complete the transaction.

F) Not to engage any other Brokers to act on client's behalf within the market area during the Term of this agreement.

G) To pursue with due diligence, all obligations necessary to complete a purchase pursuant to this agreement including but not limited to, timely filing any applicable zoning, permit or other applications.

5. Term of Agreement.

This Exclusive Representation Agreement shall begin upon execution of this Agreement. This Agreement shall expire at 11:59 PM one year later or on December 31, 2019

6. Professional Service Fees.

The Client agrees to compensate the Broker if the Client, or any other person acting on the Client's behalf, buys exchanges for, obtains an option on, or leases any real property during the term of this Agreement.

A) The amount of compensation shall be:

(1) If the property is listed with a real estate company or licensee, Broker will accept a fee equal to the fee being offered to cooperating agents; but in any event not less than 3 % of the purchase price of the property.

If such fee, or any portion thereof is paid by the Seller/Lessor, or the Seller's/Lessor's agent as a convenience of the transaction, then Client will be credited by Broker for the amount so paid.

(2) If the property is not listed with a real estate company or licensee, a fee of 3 % of the purchase price will be paid. If such fee or any portion thereof, is paid by the Seller/Lessor as a convenience of the transaction, the Client will be credited by Broker for the amount so paid.

(3) Other Compensation Agreement: The parties' obligations shall be conditioned upon compliance with all provisions of the DEQ land acquisition grant as per all of the relevant attachments, and that further, the City's obligation to pay shall be contingent upon approval of State reimbursement to the City.

B) If the Client within six months of the termination of this Agreement, with or without the services of a licensed agent, purchases or leases real property shown to the Client by the Broker during the term of the Agreement compensation as set forth in this Agreement shall apply and a fee shall be due the Broker.

C) The compensation to be paid the Broker as set forth herein shall be deemed earned and be due and payable, without demand, upon the Client entering into an agreement, either written or oral, for the purchase, exchange or lease of any property subject to this agreement.

D) If, for any reason, the Broker is not paid for the compensation set forth herein on the due date, the Client shall establish an escrow account with a party mutually agreeable to the Broker and Client or, in the absence of mutual agreement, with the Client's attorney, and shall place into said escrow account an amount equal to the compensation as set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (I) by written agreement of the parties, (II) by order of court competent jurisdiction, or (III) some other process to which the parties agree in writing.

7. Attorney's Fees.

In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the Broker hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Client agrees to pay such attorney's fees, costs and related expenses.

8. Legal, Professional and Technical Advice.

The Client acknowledge that the Broker is not qualified to and will not provide Client with advice on legal matters, tax matters (including, but not limited to, non-recognition of gain or loss from exchanges pursuant to 26 USC section 1031), building inspection, public health, surveying, environmental, or other technical matters. Upon request Broker will assist Client in engaging qualified professionals to consult in such fields. The Client also acknowledges that the Broker has advised and recommended that the Client seek independent legal, tax and other counsel prior to entering into this agreement or into an agreement for the sale, exchange or lease of property.

9. Dual Agency.

Broker's firm represents both Sellers (Landlords) and Buyers (Tenants). This means that it is possible that a buyer (Tenant) Broker represents will want to purchase or lease a property owned by a Seller (Landlord) Broker represents. A real estate firm or agent may represent more than one party in the same transaction known as "Dual Agency" only with the knowledge and informed consent of all parties for whom the agent acts. Client acknowledges Broker may act as a "Dual Agent." In the event a Buyer/Tenant Client is interested in one of broker's listings, Owner and Buyer and/or Tenant will be promptly notified and mutual consent by both clients will be required before proceeding with such proposed transaction. If mutual consent is not obtained from all parties, where a buyer/tenant/client selects the listed property, the listing will continue and the buyer/tenant/client will be given the option to (I) select customer status as to the listed property, or (II) terminate the buyer/ tenant/client agency agreement as to the listed property.

10. Legal Compliance.

The Broker shall conduct all his brokerage activities in regard to this Agreement without respect to Race, color, religion, sex, national origin, handicap or familial status of any buyer or prospective buyer, seller or prospective seller, tenant or prospective tenant, landlord or prospective landlord.

11. Addendums.

Any Addendum attached to this Agreement is incorporated as part of this Agreement for all purposes. Client's initials on any Addendum signify acceptance of any attached Addendum.

12. Entire Understanding.

This agreement contains an entire understanding of the parties and it may not be changed orally and is binding upon the heirs, executors, administrators, successors and assignees of the respective parties hereto.

This is a legally binding contract. If not fully understood, we recommend consulting an attorney before signing.

The undersigned represents and warrants that (he) (she) has full legal authority to execute this Agreement and hereby accepts the within agreement.

CLIENT OR REPRESENTATIVE _____

TITLE _____

FIRM _____

ADDRESS _____

PHONE _____ FAX _____

BROKER _____

FIRM _____

DATE _____

CLIENT (S) _____

CLIENT (S) _____

DATE _____

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 112-22

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				

**A Resolution authorizing a Budget Transfer for Emergency Repairs for the Air
Conditioners at the Police Station**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$45,000 in the following manner for emergency repairs to the Police Station Air Conditioning units.

FROM	AMOUNT	TO
General Fund Balance	\$45,000	A.1620.470 Repairs to Building

Please see attached Quote for Repairs to be completed by the city awarded HVAC Maintenance Company, Val Bruni Plumbing & Heating Inc.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
MAY 25 2022
City Clerk
City of Middletown

Date: May 18, 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

I am requesting the following fund transfers for emergency replacement of the Police Station Air Conditioning units. Please see attached Quote for Repairs to be completed by the city awarded HVAC Maintenance Company, Val Bruni Plumbing & Heating Inc.

1.	\$45,000.00	A.1620.470
General Fund Balance		Repairs to Building

Thank you.

EL

Val Bruni Plumbing and Heating Inc.

PO Box 864
25-1/2 Webb Road
Middletown, NY 10940

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

QUOTATION

Quote Number: 1075-Q54578

Quote Date: May 4, 2022

Page: 1

RECEIVED

MAY 25 2022

City Clerk

City of Middletown

CITY OF MIDDLETOWN
16 JAMES ST
MIDDLETOWN, NY 10940

POLICE STATION
2 JAMES ST CLASSROOM AC
MIDDLETOWN, NY 10940

MDTN CITY - 1075

6/3/22

Net 5 Days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Quantity	Description	Unit Price	Amount
1.00	PROPOSAL FOR POLICE STATION CLASSROOM AC PRESENT EQUIPMENT IS OBSOLETE AND USES R22 REFRIGERANT. SCOPE OF WORK TO CONSIST OF: - REMOVING & DISCARDING EXISTING LENNOX FURNACE & AC CONDENSER. - SUPPLY & INSTALL (1) NEW CARRIER 140,000 BTU, 95% EFFICIENT, GAS FURNACE WITH NECESSARY SHEET METAL & DUCT WORK TO ADAPT TO EXISTING SYSTEM. - EXTERIOR WORK TO CONSIST OF (1) NEW 5-TON CONDENSER UNIT, AND (1) NEW REFRIGERANT LINE. - NEW CONDENSER WILL BE ELEVATED FROM THE GROUND AND RE-INSTALLED FOR PROPER AIR FLOW & DAMAGE PREVENTION. TOTAL PRICE = \$45,500.00 LABOR RATES BASED OFF OF NYS PREVAILING WAGE SCHEDULE.	45,500.00000	45,500.00

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	45,500.00
Sales Tax	
TOTAL	45,500.00

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 113-22

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				

**A Resolution Authorizing an architectural/engineering consultant contract for the
Traffic Operations Project**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to execute the attached architectural/engineering consultant contract for the Traffic Operations Project CI and CS in the amount of \$2.6 million.

This will be funded from the projects overall budget proportional to funding from Landscape-DRI and ARPA or as funding is made available.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

MAY 27 2022

City Clerk
City of Middletown

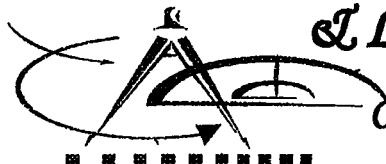
Date: May 26, 2022
To: Honorable Mayor DeStefano, Council President Rodrigues, Members of the BOE
and Members of the Common Council
Cc: City Clerk Richard McCormack and City Treasurer Leonora Liz
From: Jacob Tawil, Commissioner of Public Works 
Re: Traffic Operation Project: Architectural/ Engineering Consultant Contract

We respectfully request a council resolution authorizing the Mayor to execute the attached architectural/engineering consultant contract for the Traffic Operations Project CI and CS in the amount of \$2.6 million. This will be funded from the projects overall budget proportional to funding from Landscape-DRI and ARPA or as funding is made available.

Thank you.

FUSCO ENGINEERING

& LAND SURVEYING, D.P.C.



Consulting Engineers

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

Alfred A. Fusco, III, General Manager

■ 233 East Main Street
Middletown, NY 10940
Phone: (845) 344-5863
Fax: (845) 956-5865

■ 19 Waywayup Lane
Port Jervis, NY 12771
Phone: (845) 956-5866

May 24, 2022

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

Re: Middletown Traffic Operation
PIN #8757.07 and 8760.98

Dear Commissioner Tawil,

We have reviewed the file for the proposed contract for the construction support and inspection services the negotiated number was \$2,499,700.00, however, it was determined by the NYSDOT regulations that additional funds were required for 3rd party inspections, mainly concrete testing (Advance Testing) from \$25,000.00 to \$124,200.00, the additional \$99,200.00 which added to the negotiated cost of \$2,499,70.00 equals \$2,598,900.00.

That was rounded up to \$2,600,000.00 as a maximum amount payable.

Please advise if you need further information.

Very truly yours,

Alfred A. Fusco Jr., P.E.
FUSCO ENGINEERING
& LAND SURVEYING, D.P.C.
AAF/cam

Cc: Honorable Mayor Joseph DeStefano
Scott Geiger
Bernard Kalus
Katherine Craig

Architectural/ Engineering Consultant Contract

NYSDOT PIN 8757.07 & 8760.98 Municipal Contract No. _____

Contract made this 24 day of May 2022 by and between

The City of Middletown

having its principal office at 16 James Street, Middletown, NY 10940 (the "Sponsor")

and

WSP USA with its office at 500 Summit Lake Drive, Valhalla, NY (the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this Contract as **PIN 8757.07 & PIN 8760.98 Middletown Traffic Operations Stage 1 and Stage 2** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, **Mr. Joseph M. DeStefano**, Mayor of The City of Middletown, NY, is authorized to enter this Contract on behalf of the Sponsor, NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This Contract consists of the following:

Agreement Form - this document titled
"Architectural/Engineering Consultant
Contract";

Attachment "A" - Project Description and
Funding;

Attachment "B" – Scope of Service;

Attachment "C" - as applicable, Staffing
Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.3 Lump Sum Cost Plus Reimbursables Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$ 2,600,000 for CSS and CI Tasks.	The CONSULTANT shall be paid in Monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the Sponsor's representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	Actual costs incurred in the performance of this Contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$205,597.00	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Contract, providing the compensation and describing the work authorized,

shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this Contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this Contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this Contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this Contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT Contract.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the

CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All Agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such Contracts shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29) requires payment

to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

30.1 Executory Contract. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
By: _____	By: <u>[Signature]</u>
Title: _____	Title: <u>Senior Vice President</u>
Date: _____	Date: <u>5/29/2022</u>

ACKNOWLEDGMENT OF THE CITY OF MIDDLETOWN

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

On this _____ day of _____, 20____ before me, the subscriber, personally came _____ to me known, who, being by me duly sworn, did depose and say; that he/she resides in _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

ACKNOWLEDGMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

On this 24 day of May, 2022 before me personally came Bernard H. Kalus to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

[Signature]
Notary Public, Rockland County, N.Y.

KENNETH EDWARDS
Notary Public, State of New York
No. 01ED6260007
Qualified in Rockland County
My Commission Expires April 16, 2024

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN:8757.07 & 8760.98

Term of Contract Ends: Dec 31, 2024

☐ Main Contract ☐ Amendment to Contract
[Supp Agreement #2] ☒ Supplement to Contract

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW
Incidentals ☐ ROW
Acquisition ☒ Construction,
C/I, & C/S

Dates or term of Consultant Performance:
Start Date: September 2017
Finish Date: December 2019

PROJECT DESCRIPTION:

PIN 8757.07 & PIN 8760.98 Middletown Traffic Operations Stage 1 and Stage 2

Project Location:

Various Intersections – City of Middletown, Orange County

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS CONTRACT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS CONTRACT:

Stage 1 and Stage 2 - \$2,600,000.00

Attachment B

Task List



Section 8 - Construction Support

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze, and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve shop drawings for construction.

Section 9 - Construction Inspection

9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Consultant, as part of the contract.

The Consultant will furnish all other office, field and field laboratory supplies, and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The Consultant must provide, to the satisfaction of the City, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The Consultant must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Engineer

The City will assign a Project Engineer to the contract covered by this agreement. This Project Engineer will be the City's official representative on the contract and



the Consultant must report to and be directly responsible to said Project Engineer.

9.04 Ethics

Prior to the start of work, the Consultant will submit to the City a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The Consultant must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The Consultant must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.07 Scope of Services / Performance Requirements

The Consultant will enforce the specifications and identify in a timely manner to the City local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

The work to be performed in this project is described in the following sub-tasks:

9.071 General and Pre-Construction Activities

Pre-construction Work - The Consultant shall review and become thoroughly familiar with all aspects of the work to be performed by the Contractor.

The Consultant shall prepare a table showing all procedures for routing of correspondence and submittals and shall identify all appropriate parties and channels.

The Consultant shall review thoroughly the project Construction Management Plan (CMP) and sign his/her name at the designated location.

Project File - The Consultant shall establish and maintain a project file at the work site. The file shall provide for a records control system that records and files all correspondence and related documents from construction commencement through final closeout. All records shall be kept in accordance with the Manual of Uniform Record Keeping (MURK).



The adoption of an automated records keeping software based on MURK procedures and documents is required, such as APPIA, Field Manager or equivalent application. The purchase and maintenance cost of this software application to document project administration activities is reimbursable.

9.072 Contractor Monitoring and Coordination

Contractor's Plant, Personnel and Performance - The Consultant shall assess the adequacy of the contractor's personnel and procedures, including safety, certifications, equipment, materials, means and methods, in the performance of the work.

Easements, Permits, and Variances - The Consultant shall verify that the contractor has identified and is in compliance with all easements, permits and variances as may be required.

Contractor's Compliance with Contractual Reporting Requirements - The Consultant shall monitor and ensure the contractor's compliance with contractual reporting requirements for bonds, insurance, certified payroll, DBE goals, safety, quality control and other programs as specified in the Construction Management Plan.

Submittals - The Consultant shall have the overall responsibility for coordination and expedition of all submittals and ensuring timely submittal turnarounds.

For related design submittals, including shop drawings, product data and material samples, the Designer shall have the primary responsibility for approval. In such cases, the Designer will solicit comments from the City and the Consultant before processing the submittals.

For field related submittals, such as safety, erection plans, and temporary construction, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the City and the Designer before processing the submittals.

Deliverables - The Consultant shall receive, log, review, distribute, coordinate and monitor all contractor deliverables to verify that they are received in accordance with the schedule, and are in conformance with construction contract requirements, and take corrective actions as necessary where such deliverables are missing or deficient.

Field Inspection and Testing - The Consultant shall ensure that the work is performed according to the construction contract documents, and that all specified quality control functions are instituted and carried out.



In this regard, the Consultant shall implement a Quality Assurance Plan to ensure that the contractor's work is performed and completed in conformance with the construction contract documents.

The Consultant shall implement Quality Assurance on behalf of the City and will establish material testing and acceptance process. The material testing procedures must be tailored based on NYSDOT CIM. The Consultant shall hire an independent testing company to approve/certify construction materials as per the Construction Management Plan (CMP). The Consultant must inform the Contractor of the proper notification process for in-plant testing performed by NYSDOT-Region 8 Materials.

When necessary, the Consultant shall provide the services of a survey party to monitor the layout of any replacement structures, verify elevations and confirm the accuracy of the contractor's survey control.

Materials Monitoring - The Consultant shall identify a time frame for all of the long lead items, track the contractor's delivery of materials and equipment and inspect the materials using inspections guidelines to identify non-conforming materials. The Consultant shall document any material deficiencies along with their resolution.

Safety - The contractor has the primary responsibility for the safety of his/her employees. The contractor shall be required to prepare a written Safety Program and submit it to the City for review. Specific requirements of the contractor's Safety Program are detailed in the project specifications.

The Consultant shall monitor the contractor's work practices for compliance with the approved Safety Program. Non-compliance and unsafe work practices shall be discussed during construction progress meetings and documented in the meeting minutes. In addition, safety issues and their resolution shall be reported on in the Consultant's Monthly Report.

9.073 Meetings, Schedules, and General Administration

Meetings - The Consultant shall attend all meetings required to manage the project including: the pre-construction meeting, monthly progress meetings, construction schedule meetings, and coordination meetings with environmental agencies and other organizations or municipalities affected by the project as may be required. In addition, the Consultant shall chair progress meetings, construction schedules, and coordination meetings.

The Consultant shall schedule, establish an agenda, notify the



appropriate attendees, and issue detailed minutes for all project meetings chaired by the Consultant. Copies of the minutes shall be distributed to all attendees as well as others determined by the Consultant. Minutes shall be distributed so that all parties receive them within seven calendar days of the meeting. The Consultant shall include a detailed list of action items resulting from each meeting, listing the date the item was established, the responsible party and the target date for resolution. The Consultant shall follow-up with the responsible party until the action item is completed.

Minutes of meetings shall not be used as a vehicle to direct the contractor to do certain work, rather, separate letters shall be issued to the contractor with specific directions and all appropriate parties shall receive a copy of such letters.

The Consultant shall keep the City, through its designated representatives, apprised of the contractor's anticipated work schedule approximately every two (2) weeks. The City will notify the area residents, businesses, and emergency services of any sidewalk, travel lane, or shoulder closures, and any other Project-related events that may affect them.

Construction Schedule - The Consultant shall review and monitor the contractor's construction schedule to ensure that the schedule reflects all work necessary to complete the project, meets City operational requirements, and is in accordance with the technical requirements of the contract drawings and specifications.

Contractor's Payments - The Consultant shall review the contractor's payment requests for accuracy and recommend for acceptance by the City. The invoices shall be processed in sufficient time to enable the City to make payment in accordance with prompt payment provisions in the contract.

Clarification of Contract Documents (RFI) - The Consultant shall have the overall responsibility for coordination and expedition of the replies to the contractor's requests for information regarding the information depicted in the contract drawings and specifications. The Consultant shall expedite and schedule all replies with the design engineer to ensure the project is not delayed.

For design related questions, the Designer will have the primary responsibility for responding. In such cases, the Designer will solicit comments from the City and the Consultant before preparing a response.

For field related questions, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit



comments from the City and the Designer before preparing a response to the contractor.

Change Orders / Orders on Contract - Change orders will be processed in accordance with the current NYSDOT Order on Contract forms. The Consultant shall evaluate any change request for validity, scope, schedule and cost implications and will recommend approval to the City's Project Engineer. The City will review and approve the change order. Where it is determined that the Designer shall perform a revision to the design, the Consultant shall coordinate the Designer's work and assist the City to incorporate the change into the construction contract documents in a timely manner.

Inspection Daily Reports - At the end of each day following commencement of contract work, each inspector shall prepare and enter into the file an Inspector's Daily Report in accordance with MURK. The report will record and summarize, within the shift and area of oversight, the contractor's activities. In addition, the Consultant shall add any pertinent information and approve the inspector reports.

Public Relations - The Consultant shall address any public issues that may arise at the construction site on an immediate basis. This project will require close coordination with the City, local residences, local businesses, as well as the general public. In addition, the Consultant shall coordinate with various utility owners for scheduled work and resolve any disputes that arise during construction. The Consultant will be required to foster a good working relationship between the contractor, the City, utility owners as well as the public. This may require attendance and participation at public information meetings.

Monitoring of Disadvantaged Business Enterprise (DBE) Goal - The Consultant shall monitor Contractor's compliance with the goals. The Consultant shall perform monthly reviews of the approved DBE utilization reports and data entered into the New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Contractor and all subcontractors and suppliers will utilize this reporting software. The Consultant shall collect and review the data to ensure that the DBE firms are, in fact, performing their work. A DBE status report shall be submitted to the City on a monthly basis. Should any deviation from the originally approved DBE Utilization reports take place, the Consultant will require the prime contractor to submit revised data listed in the forms: AAPHC-89-1, DBE Utilization Worksheet Amendment and AAP-19, DBE Schedule of Utilization.

EEO Compliance - The Consultant shall review the Employee Utilization Reports submitted by the contractor and subcontractors for subcontract



of more than \$10,000. A composite report on form AAP-33d shall be submitted by the Contractor. The Consultant shall take responsibility to ensure EEO goals are met and ensure corrective actions are taken if goals are not met and shall keep the City informed.

Wage Rate Compliance - The Consultant shall perform wage rate interviews and ensure compliance by the contractor. The Consultant shall compare the weekly certified copies of payroll to satisfy that the contractor/subcontractor is paying prevailing wages.

Monthly Report - The Consultant shall prepare and deliver to the City a detailed Monthly Report. The Monthly Report shall be submitted electronically by the tenth of each month covering the work of the previous month.

The Monthly Report shall specifically address the progress, problems, resolutions, compliance, deviations and status of each sub-task as individually delineated in this Work Statement. At a minimum, the Monthly Report shall provide information on the following aspects of the work:

- 1) Executive Summary
- 2) Project Cost - The Consultant is responsible for monitoring and reporting of the overall project cost. The Monthly Report shall provide a cost summary report and the following information for the Construction contract and the Consultant's contract:
 - Original Budget
 - Current Budget
 - Expenditure to Date
 - Change Orders/Orders on Contract
 - Estimate at Completion
- 3) Project Schedule and Progress:
 - Narrative
 - Schedule to Complete
 - Summary of Contractor's Activities
 - Schedule of Activities for the Coming Month
 - Summary of Force Account Activities
 - Physical Progress Curve Graph and Table
 - Work in Progress Report
- 4) Construction Contract Status:
 - Narrative
 - Public Relations/Issues
 - Accident Frequency Graph
 - Safety Statistical Summary



5) Quality Control
Narrative
Non-Conformance

Monthly Progress Photographs - The Consultant shall furnish once a month during the period of construction contract copies of 5 quality digital photographs in JPEG format per work site showing the progress made during the previous monthly period. The photographs shall be clearly marked and each picture shall identify and describe the view and location. All photographs shall be clear and sharp in detail, and free of light streaks or other blemishes.

The photographs shall be furnished as follows:

- 1) Electronically as a PDF file.
- 2) 2 USB drives containing all the progress photographs taken during the entire project.

9.074 Post Construction, Close-out, and Acceptance

Contract Closeout - The Consultant shall conduct initial, pre-final and final inspections, and shall develop two punch lists for the contractor at the completion of each phase. The punch lists shall consist of a compilation of items, actions, activities, retrofits, rework, defects, incomplete or omitted work, and unacceptable work that must be completed in order to comply with the requirements of the construction contract documents. The two formal punch lists are the physical, which denotes work in place, and the deliverable, for items such as as-built drawings, warranties and material certificates that must be turned over to the City, and collectively constitute the remaining work. The Consultant shall monitor, schedule and expedite performance of all work described in the punch lists.

The Consultant shall verify that all contractual obligations have been provided by the contractor in accordance with the construction contract prior to recommending final payment.

As-Built Drawings - The Consultant shall ensure that during the course of the work the contractor is maintaining an accurate set of "as-built" drawings and that these documents are turned over to the City as the conclusion of the project. The Consultant will maintain a set throughout the job for use in verifying that the contractor has brought the drawings into conformance with the as-built condition. The contractor will certify said drawings as "as-built" and the Consultant will accept them as "as-built" by performing a review for accuracy and completeness prior to submission to the City.



Construction Records - The Consultant shall inventory and coordinate the final documentation and turn over to the City all project records and documents, in archive condition, with a detailed index.



Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 9 Estimate construction will begin on April 1, 2022 and will be completed by May 1, 2024.

Field staff will share duties for PIN 8757.07 and PIN 8760.98, as these projects are being combined to fund a single project, under one contract, with a single contractor.

10.02 Technical Assumptions

Section 9 Assume the preconstruction and closeout period will be staffed part-time over a two-month period, with a 24-month construction duration. If the construction duration exceeds 24 months and the inspection budget is exhausted, continued inspection services will be provided and billed at an hourly rate.

A full-time Resident, Office and Chief Inspector will be required for the duration of the project, with part-time staffing during pre-construction and close-out. Three part-time Inspectors will be required over the project duration, excluding pre-construction and close-out (20 hrs/wk on average). See Staffing Worksheet for full explanation of hours for each title.

Notwithstanding any provision of the Contract, in the event that the Contract budget is expended for any reason (other than a default by WSP) including but not limited to construction work continuing beyond the time period set forth in the Technical Assumptions, or if funds have not been appropriated or are not otherwise legally available to the City to fund the ongoing operations of WSP, WSP shall upon written notice to the City discontinue providing services until such time as a supplemental agreement for the ongoing/additional services is entered into and sufficient funds are appropriated or otherwise made available to the City to fund the ongoing/additional services or supplemental agreement. The City shall notify WSP prior to the budget being expended or if there are not sufficient funds available to the City to fund the ongoing operations of WSP.

Attachment C

Staffing Rates, Hours, Reimbursables and Fee

Exhibit A, Page 9
Staffing Worksheet

Straight Time		Principal in Charge	Project Manager	Resident Engineer	Office Engineer	Chief Inspector	Inspector	Inspector	Inspector	CAD Designer II	Supervising Engineer	Lead Engineer	Engineer II	Engineer I
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities		40											
	9.072 Contractor Monitoring and Coordination		80											
	9.073 Meetings, Schedules, and General Admin		80											
	9.074 Post-Construction, Close-out, and Acceptance		40											
	Subtotal, Section 9 (Straight Time)	0	240	0	0	0	0	0	0	0	0	0	0	0
Premium Time (See Exhibit A, Page 1 for Overtime compensation)														
	9.071 General and Pre-Construction Activities													
	9.072 Contractor Monitoring and Coordination													
	9.073 Meetings, Schedules, and General Admin													
	9.074 Post-Construction, Close-out, and Acceptance													
	Subtotal, Section 9 (Premium Time)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours		0	240	0	0	0	0	0	0	0	0	0	0	0
Total Hours			240											
Average Hourly Rates			\$90.00											
Technical Labor			\$0.00	\$17,107.20										
Total Technical Labor			\$17,107											
										\$52.19	\$74.36	\$64.89	\$59.60	\$32.35
										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assumptions:

- Construction duration is estimated to be twenty-four (24) consecutive months. If construction duration exceeds that time, additional funds to maintain proposed staffing levels will be required.
- Prices listed are the average rates as computed in the salary schedule. Actual rates will be billed.
- Project will be staffed with: (1) full-time Resident Engineer, (2) full-time Inspector for 24 month construction duration, (3) part-time Inspectors during construction. Staff hours will be limited during start-up and close-out. Full-time staffing of a field office will begin on Contractor's NTP date and end after 24 months.
- Any additional staff will be with prior approval by the City.
- Premium time will be as per Exhibit A, Page 1 - Salary Schedule. In addition, a 10% premium shall apply to all night work. All time is budgeted as straight time.

Exhibit A, Page 3B
Staffing Worksheet

Straight Time													
Section	Task	Principal in Charge	Project Manager	Resident Engineer	Office Engineer	Chief Inspector	Inspector	Inspector	Inspector	CAD Designer II	Supervising Engineer	Lead Engineer	Engineer II
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities			40	8	8							
	9.072 Contract Monitoring and Coordination			3600	3600	3600	1800	1800	1800				
	9.073 Meetings, Schedules, and General Admin			80	80	80							
	9.074 Post-Construction, Close-out, and Acceptance			40		40							
Subtotal, Section 9 (Straight Time)		0	0	3720	3728	3728	1800	1800	1800	0	0	0	0
Premium Time (See Exhibit A, Page 1 for Overtime compensation)													
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities												
	9.072 Contract Monitoring and Coordination												
	9.073 Meetings, Schedules, and General Admin												
	9.074 Post-Construction, Close-out, and Acceptance												
Subtotal, Section 9 (Premium Time)		0	0	0	0	0	0	0	0	0	0	0	0
Total hours		0	0	3720	3728	3728	1800	1800	1800	0	0	0	0
Total Hours		18576											
Average Hourly Rates		\$50.00		\$76.00	\$60.00	\$89.00	\$52.00	\$37.50	\$55.00				
Technical Labor		\$0.00	\$0.00	\$280,400.00	\$223,680.00	\$216,224.00	\$93,600.00	\$67,500.00	\$99,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Technical Labor		\$924,404											

Assumptions:

- Construction duration is estimated to be twenty-four (24) consecutive months. If construction duration exceeds that time, additional funds to maintain proposed staffing levels will be required.
- Rates listed are the average rates as computed in the salary schedule. Actual rates will be billed.
- Project will be staffed with: (1) full-time Resident Engineer, (2) full-time Inspector for 24 month construction duration, (3) part-time inspectors during construction. Staff hours will be limited during start-up and close out. Full-time staffing of a field office will begin on Contractor's NTP date and end after 24 months.
- Any additional staff will be with prior approval by the City.
- Premium time will be as per Exhibit A, Page 1 - Salary Schedule. In addition, a 10% premium shall apply to all night work. All time is budgeted as straight time.

Exhibit B, Page 1
Direct Non-Salary Expense

1. Travel

PM/WSP Field Visits	2150	miles @	\$0.58	\$1,247.00	
Add'l Misc				\$2,000.00	
			TOTAL TRAVEL:		<u>\$3,247.00</u>

TOTAL DIRECT NON-SALARY COST	\$3,247.00
-------------------------------------	-------------------

Exhibit B, Page 1B
Direct Non-Salary Expense

1. Travel

Daily Inspection	72000	miles @	\$0.58	=	<u>\$41,760.00</u>	
Add'l Misc					\$390.00	
TOTAL TRAVEL:						<u>\$42,150.00</u>

2. Independent Testing (As Required)

Concrete and Asphalt	\$124,200.00
----------------------	--------------

TOTAL TESTING:	<u>\$124,200.00</u>
----------------	---------------------

3. Record Keeping and Payment Accounting Software (APPIA)

Cost per license per year: \$ 2,000.00

No. of years: 3 (Licenses are per yr or portion thereof)

No. of licenses: 6 (RE & OE/Chief Insp)

TOTAL LICENSING FEES:	<u>\$36,000.00</u>
-----------------------	--------------------

TOTAL DIRECT NON-SALARY COST	\$202,350.00
------------------------------	---------------------

Exhibit C
Summary

Item 1A, Direct Technical Salaries (Section 8) CSS	\$124,441.20
Item 1A, Direct Technical Salaries (Section 9) CI	\$17,107.20
Item II, Direct Non-Salary Cost Sub-Consultant - Fusco	\$2,286,881.02
Item II, Direct Non-Salary Cost - WSP Expenses	\$3,247.00
Item III, Overhead WSP 131%	\$185,428.40
Item IV, Fixed Fee (10%) WSP	\$32,697.68
WSP	\$309,869.60
FUSCO	\$2,286,881.02
Expenses	\$3,247.00
Total Estimated Cost	\$2,599,997.62
Maximum Amount Payable	\$2,600,000

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 114-22

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				

A Resolution authorizing Amendment #3 in a Proposal from CDM Smith

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes amendment #3 in the attached proposal by CDM Smith in the amount of \$33,900.

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 said agreement.

The additional services, as further explained in the referenced proposal, Updated Amendment No. 3, includes additional electric work for betterment of the project, additional construction oversight and removal of emergency submersible pumps installation from the EFC grant and finance funding.

\$6,600 of this Amendment No. 3 will be eligible for NYS EFC funding.

No fund transfer is needed for this increase in consultant fee.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

JUN 01 2022

City Clerk
City of Middletown

Date: May 31, 2022
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: Additional Construction and Design Services-CDM Smith
Screw Pumps Project

Please find the enclosed proposal from CDM Smith requesting additional compensation in the amount of \$33,900.00 for the referenced project.

The additional services, as further explained in the referenced proposal, Updated Amendment No. 3, includes additional electric work for betterment of the project, additional construction oversight and removal of emergency submersible pumps installation from the EFC grant and finance funding.

We are requesting the approval of the proposed Amendment No. 3 in the amount of \$33,900.00 and authorizing the Mayor to sign the same. \$6,600 of this Amendment No. 3 will be eligible for NYS EFC funding.

No fund transfer is needed for this increase in consultant fee.

Thank you.

JT/kg



60 Crossways Park
Woodbury, New York 11797
tel: 516 496-8400
fax: 516-921-1521

March 10, 2022

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

Subject: Updated Amendment No. 3 – Additional Construction Services and Deletion of Submersible Pump Emergency Installation Assistance Engineering Services Primary and Secondary Screw Pumps Replacement Project – Task Order #5

Dear Mr. Tawil:

Camp Dresser McKee & Smith (CDM Smith) is respectfully requesting an amendment to our Primary and Secondary Screw Pump Replacement Project, which the City obtained a grant and financing through by the New York State Environmental Facilities Corporation (NYSEFC) (Project No. C3-5315-07-00), to address the additional services performed and required to complete the project as discussed in more detail below. In addition, in accordance with the approved Engineering Report Addendum No. 2, the emergency submersible pump work has been removed from NYSEFC funded project. Therefore, the engineering services performed in support of the emergency submersible pump installation will be provided as a separate task that is not invoice to the EFC..

Additional Scope of Services – Finalize Electrical Equipment Pad and Shelter Location for Construction

As discussed in December 2020, CDM Smith and the City agreed to relocate the electrical equipment pad and shelter to avoid potential conflicts with existing utilities identified through the survey. The agreed to relocation of the electrical equipment was outside the surveyed area and additional survey work was performed at an additional cost of \$700. The relocation of the electrical equipment and pad also required structural and civil redesign at an additional cost \$6,700. We are respectfully requesting an increase in the upper limit of this task of \$7,400 due to this out-of-scope work.

Additional Scope of Services – Construction Oversight

As discussed in November 2021, the Contractors construction schedule was extended, due to items such as the manufacturer providing the wrong gear drive system and shipping the wrong lower bearings assembly with the secondary screw pump as well as other City requested changes, CDM Smith was incurred additional costs related to:





Mr. Jacob Tawil, P.E.

March 10, 2022

Page 2

- Providing oversight of the multiple screw pump start-ups,
- Coordinating the work of the contractors and review and approval of additional shop drawings associated with the implementation of project change orders related to the screw pumps,
- Coordinating and incorporating City initiated change orders into the project,
- Providing assistance and direction to the Contractors to complying with the NYSEFC Minority/Women-owned Business Enterprises and American Iron and Steel (AIS) requirements.
- Providing additional project oversight of the remaining work of the project including the control system change order work, punch list oversight and punchlist work, and
- Project closeout with NYSEFC.

CDM Smith respectfully requests an additional 140 hours at a cost of \$ \$27,785.19 to complete the above listed remaining work under this task.

New Task Number - Submersible Pump Emergency Installation Assistance

In accordance with the approved Engineering Report Addendum No. 2, the emergency submersible pump work has been removed from the NYSEFC funded project. Therefore, the engineering services performed in support of the emergency submersible pump installation, which were added to the project in Amendment No. 2, will be moved from Task 4 to a new Non-NYSEFC Funded Task 5. The cost incurred and already invoice to the City for this effort is \$ 27,300 will therefore be removed from Task 4 to Task 5.

Cost Summary of Additional Services

The following table summarizes the cost for the scope of work described above. In addition, as requested by NYSEFC, the funding limits for Task 1 – Design Service; Task 2 – Bidding Services; and Task 4 – Additional Services have been reduced to reflect final incurred and invoiced cost.

**TASK ORDER NO. 4 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 5 dated May , 2022 attached to and made part of the Master Services Agreement dated March 2020, between Camp Dresser McKee & Smith (CDM Smith) (ENGINEER) and City of Middletown (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Amendment No. 3 to the SCrew Pump Project (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

See Attached Proposal

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

See Attached Proposal

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

See Attached Proposal

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None

5. Terms or Provisions in Conflict

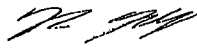
If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER

By: Joseph M DeStefano
Title: Mayor
Date: May , 2022

ENGINEER



By: Keith F. Kelly
Title: Partner
Date: May , 2022

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 115-22

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				

A Resolution Authorizing Amendment #1 in a Proposal from CDM Smith

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment approves the reference proposal/Amendment No. 1 from CDM Smith dated 5/2/2022 in the amount of \$41,700 to assist the City in the installation of flow meters at select City reservoirs as required by the newly DEC issued Water Taking Permit.

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 said agreement.

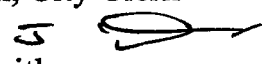
BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer funds in the following manner to fund the above referenced proposal.

FROM	AMOUNT	TO
Water Fund	\$41,700.00	F.8310.400
		Contractual Services

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
JUN 01 2022
City Clerk
City of Middletown

Date: May 31, 2022
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: Additional Engineering Services to Assist City with
Satisfying Water Taking Permit Conditions with DEC
CDM Smith Amendment No. 1

Greetings,

Please find the referenced proposal/Amendment No. 1 from CDM Smith dated 5/2/2022 in the amount of \$41,700 to assist the City in the installation of flow meters at select City reservoirs as required by the newly DEC issued Water Taking Permit.

We are requesting the approval of this proposal and authorizing the Mayor to sign it.

FROM	AMOUNT	TO
Water Fund	\$41,700.00	F.8310.400 Contractual Services

Thank you.

JT/kg



60 Crossways Park
Woodbury, New York 11797
tel: 516-496-8400
fax: 516-921-1521

May 2, 2022

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

Subject: Amendment No. 1 – Additional Professional Engineering Services to Assist the City
with Satisfying Permit Conditions within Permit 3-3399-00085/00001

Dear Mr. Tawil:

Camp Dresser McKee & Smith (CDM Smith) is respectfully requesting an amendment to our contract to provide professional engineering services related to the additional conditions issued as part of the final Water Withdrawal Permit 3-3399-00085/00001.

Shawangunk Reservoir Dam Flow Meter Design – Task 3.1 – Non-Utility Power Option

As previously discussed, the City is requesting that the previously designed flow meter to monitor the raw water flow between Shawangunk Reservoir and the Monhagen Reservoir be changed from a water level and weir plate at the Monhagen Reservoir to an inline flow meter at Shawangunk Reservoir dam. The City is also requesting that the Shawangunk Reservoir Flow Meter be incorporated into the Shawangunk Reservoir Dam Reconstruction Plans developed by CT Male.

CDM Smith reach out to CT Male to discuss this and it was agreed that CDM Smith will perform the flow meter design and CT Male will incorporate our design into their Shawangunk Reservoir Dam Reconstruction plans for implementation. CDM Smith has investigated flow meters that can accurately measure flow within the proposed 20-inch transmission main under partially full conditions without requiring utility power. CDM Smith is recommending the use of an area-velocity ultrasonic flow meter located within the 20-inch pipe. The proposed area-velocity ultrasonic flow meter is also able to work with the proposed solar-powered Campbell Scientific equipment or equal by Telog for the Mill Pond and Indigot Creek stream flow gauges.

See Attachment A for our proposed Shawangunk Reservoir flow meter concept along with a cut sheet on the area-velocity ultrasonic flow meter. CDM Smith has estimated 80 hours at a cost of \$15,700 to perform this work. Our cost is based on CDM Smith providing CT Male with the



Mr. Jacob Tawil, P.E.

May 2, 2022

Page 2

following information/plans to be incorporated into their Shawangunk Reservoir Reconstruction plans:

- Flow meter, precast vault and instrumentation detail sheet.
- A pre-cast concrete vault specification for CT Male

CDM Smith also assumes that the City will pre-purchase all the flow meter equipment in order for the flow meter equipment to be consistent across all flow meter locations. All other engineering and permitting work to incorporate the meter vault and appurtenances into the CT Male plans shall be the responsibility of CT Male.

Kinch Pond Dam Bypass Flow Meter Design – Task 3.2 – Non-Utility Power Option

According to final Water Withdrawal Permit 3-3399-00085/00001, Permit Condition #8, a flow measurement device must be installed on the Kinch Pond bypass culvert to monitor the release flows from Kinch Pond to the Shawangunk Creek. As discussed, the City is requesting that the Kinch Pond Dam Bypass Flow Meter be designed by CDM Smith (in order to match the other flow meters required by the Water Withdrawal Permit) and incorporated into the Kinch Dam Reconstruction Plans developed by CT Male and submitted to NYSDEC under Permit Application No. 3-3344-00100/00001 (Stream Disturbance)/00002 (Water Quality Certification)/00003 (Dam).

CDM Smith reach out to CT Male to discuss this and it was agreed that CDM Smith will perform the flow meter design and CT Male will incorporate our design into their Kinch Dam Reconstruction plans for implementation. CDM Smith has investigated flow meters that can accurately measure flow within the proposed 24-inch bypass pipe under partially full conditions without requiring utility power. CDM Smith is recommending the use of an area-velocity ultrasonic flow meter located within the 24-inch pipe. The proposed area-velocity ultrasonic flow meter is also able to work with the proposed solar-powered Campbell Scientific equipment specified for the Monhagen Reservoir flow meter and the Mill Pond and Indigot Creek stream flow gauges.

In addition, based on the location of the proposed 24-inch bypass flow meter, CDM Smith recommends that the previously proposed Kinch to Shawangunk flow meter be relocated into a single structure at the Kinch Dam to be designed by CT Male as part of the Kinch Dam rehabilitation work. For standardization between sites, CDM Smith recommends that the Kinch to Shawangunk flow meter be changed to the same type of area-velocity ultrasonic flow meter proposed for the Kinch Dam bypass pipe.



Mr. Jacob Tawil, P.E.

May 2, 2022

Page 3

See Attachment B for our proposed Kinch Dam flow meter concept along with a cut sheet on the area-velocity ultrasonic flow meter. CDM Smith has estimated 80 hours at a cost of \$15,700 to perform this work. Our cost is based on CDM Smith providing CT Male with the following information/plans to be incorporated into their Kinch Dam Reconstruction plans:

- Flow meter, precast vault and instrumentation detail sheet
- A pre-cast concrete vault specification for CT Male

CDM Smith also assumes that the City will pre-purchase all the flow meter equipment in order for the flow meter equipment to be consistent across all flow meter locations. All other engineering and permitting work to incorporate the meter vault and appurtenances into the CT Male plans shall be the responsibility of CT Male.

Kinch Pond Dam Bypass Flow Meter Design – Task 3.2 – Utility Power Option

As part of the Kinch Dam rehabilitation project, the City could consider the installation of an electrical service to the Kinch Dam. This would provide a continuous power feed to the flow meters, allowing the City to install site safety lighting and install electronic valve actuators on the 24-inch transmission main butterfly valves, which would allow the City to automate the valves based on permitted flow requirements while maximizing the flow to the Shawangunk Reservoir. A conventional PLC-based control system with magnetic flow meters powered from utility power can operate with partially filled pipes. CDM Smith can provide a separate cost for the additional design work should the City wish to install an electrical service to the Kinch Dam Gate House.

Kinch Pond Dam Flow Meter Construction Administration – Task 4.1

With the addition of the Kinch Pond Dam Bypass Flow Meter into the Kinch Dam Reconstruction plans, CDM Smith respectfully requests additional budget to assist CT Male with the following items:

- Address flow meter related questions during bidding,
- Review the flow meter shop drawings and request for information (RFI),
- Attend up to 2-site visits to review the installation and start-up of the flow meters.

CDM Smith estimated 48 hours at a cost of \$10,300.00 to perform this work.



Mr. Jacob Tawil, P.E.

May 2, 2022

Page 4

Cost of Services

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

Table 1 – Cost Summary

Scope Item	Description	Task Total ¹
3.1	Shawangunk Reservoir Flow Meters Design Services – Non-Utility Power Option	\$15,700
3.2	Kinch Pond Dam Bypass Flow Meters Design Services – Non-Utility Power Option	\$15,700
4.1	Kinch Pond Dam Bypass Flow Meters Construction Administrative Services	\$10,300
Total Amendment No. 1		\$41,700
Existing Contract Upper Limit		\$121,200
New Contract Upper Limit		\$162,900
¹ Includes labor and other direct costs		

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,

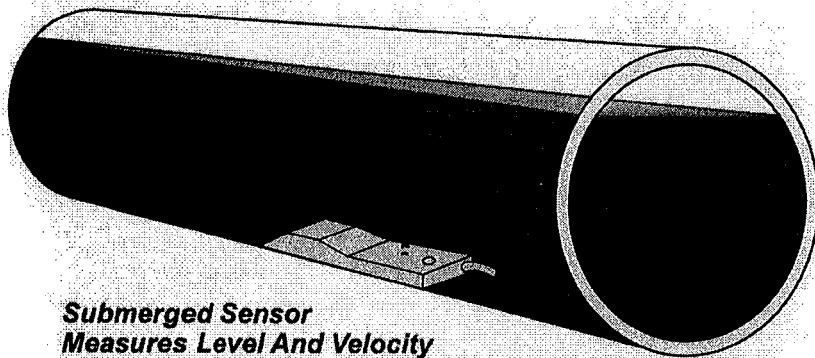
Keith F. Kelly, P. E.

Partner

Camp Dresser McKee & Smith

cc: T. Schoettle, CDM Smith
P. Cabral, CDM Smith
N. Vignola-Henry, CDM Smit

Ultrasonic Flow Monitor for Partially Filled Pipes & Open Channels



**Submerged Sensor
Measures Level And Velocity**

Easy to Use

The AVFM 6.1 Area-Velocity Flow Meter measures both Level and Velocity to calculate flow in an open channel or pipe. Configuration is simple: enter the pipe diameter or channel dimensions and the AVFM 6.1 automatically computes and displays flow volume.

The ultrasonic sensor mounts inside the pipe or on the bottom of a channel with a

stainless steel mounting bracket (included) and a single screw into the bottom of the pipe or channel. No special compounds, tools or hardware are required. The sensor is completely sealed with no orifices or ports.

Recommended Pipe or Channel Conditions

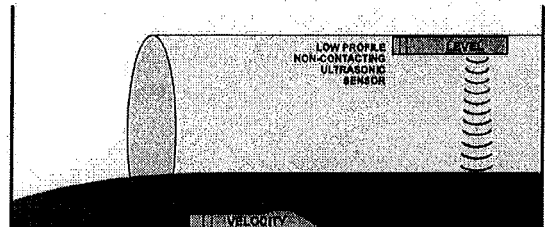
Careful selection of sensor mounting location results in best performance and maintenance-free operation. Avoid locations where sediment builds up.

Best possible accuracy will result when the water is not highly turbulent and where velocity is evenly distributed across the channel. The channel should not have drops or direction changes immediately upstream of the sensor mounting location. Pipe or channel slope should not exceed 3%. See installation manual for specific installation recommendations.

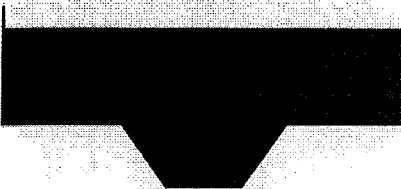
The AVFM 6.1 can measure forward flow velocity up to 20 ft/sec (6 m/sec) and reverse flow up to 5 ft/sec (1.5 m/sec). The electronics and software sample and average flow rates continuously to provide stable readings. The submerged velocity/level sensor will measure flow in partially full and surcharged pipes with pressure up to 10 psi. No special set-up or adjustment is required. Minimum recommended pipe diameter is 6" (150 mm).

Alternate Sensor Configurations

Alternate sensor models are available for special applications: a separate non-contacting ultrasonic level sensor with a submerged velocity sensor. Sensor cable can be extended up to 500 ft (150 m). Use this configuration for pipes or channels with high concentration of air or suspended solids.



Custom Channel Shapes

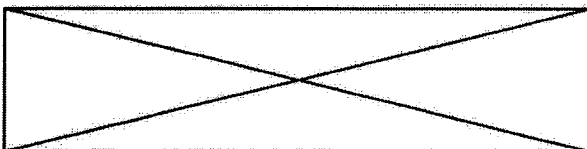


Configure the AVFM 6.1 for installation in irregular or compound channel shapes by entering the channel width at multiple level points through a simple menu. Channels of virtually any shape can be monitored with your choice of measurement units.

Standard 26 Million Point Data Logger

The AVFM 6.1 will store time and date-stamped flow values at 10 second to 60 minute intervals.

Daily flow reports are automatically created where total, minimum, maximum and average flow rates are displayed on the LCD display. Transfer log files and daily flow reports to any USB flash drive just by connecting to the logger's USB output. Windows software is included to display log files in graph and table formats, change measurement units and generate flow reports. Or, download data as .csv file format for import directly to Microsoft Excel.



AVFM 6.1 Specifications

General Specifications Greyline AVFM 6.1 Area-Velocity Flow Monitor

Channel Types:	Round pipe, rectangular, trapezoid, egg or custom shapes
Electronics Enclosure:	Watertight and dust tight NEMA4X (IP 66) polycarbonate with clear, shatterproof cover
Accuracy:	Level: $\pm 0.25\%$ of reading or $\pm 0.08"$, whichever is greater. Repeatability & Linearity 0.1%. Velocity: $\pm 2\%$ of reading or ± 0.04 ft/sec, whichever is greater. Requires solids or bubbles minimum size of 100 microns, minimum concentration 75ppm. Repeatability & Linearity 0.5%
Display:	White, back-lit matrix - displays flow rate, totalizer, relay states, operating mode and calibration menu
Programming:	Built-in 5-key calibrator with English, French or Spanish language selection
Power Input:	100-240VAC 50-60Hz, 10VA maximum. Optional: 9-32VDC, 10 WATTS maximum
Outputs:	3 Isolated 4-20mA, 1000 ohm, (Flow, Level and Velocity) or 0-5VDC by menu selection
Control Relays:	2 Relays, form 'C' dry contacts rated 5 amp SPDT; programmable for flow proportional pulse (sampler/totalizer), flow and/or level alarm
Data Logging:	Programmable 26 million point data capacity, time and date stamped plus formatted flow reports including Total, Average, Minimum, Maximum and times of occurrence, Includes USB output to Flash Drives and Windows software
Operating Temp. (electronics):	-5° to 140°F (-20° to 60°C)
Approximate Shipping Weight:	10 Lbs. (4.5 Kg)
Approvals:	CE, CSA/UL/EN 61010-1

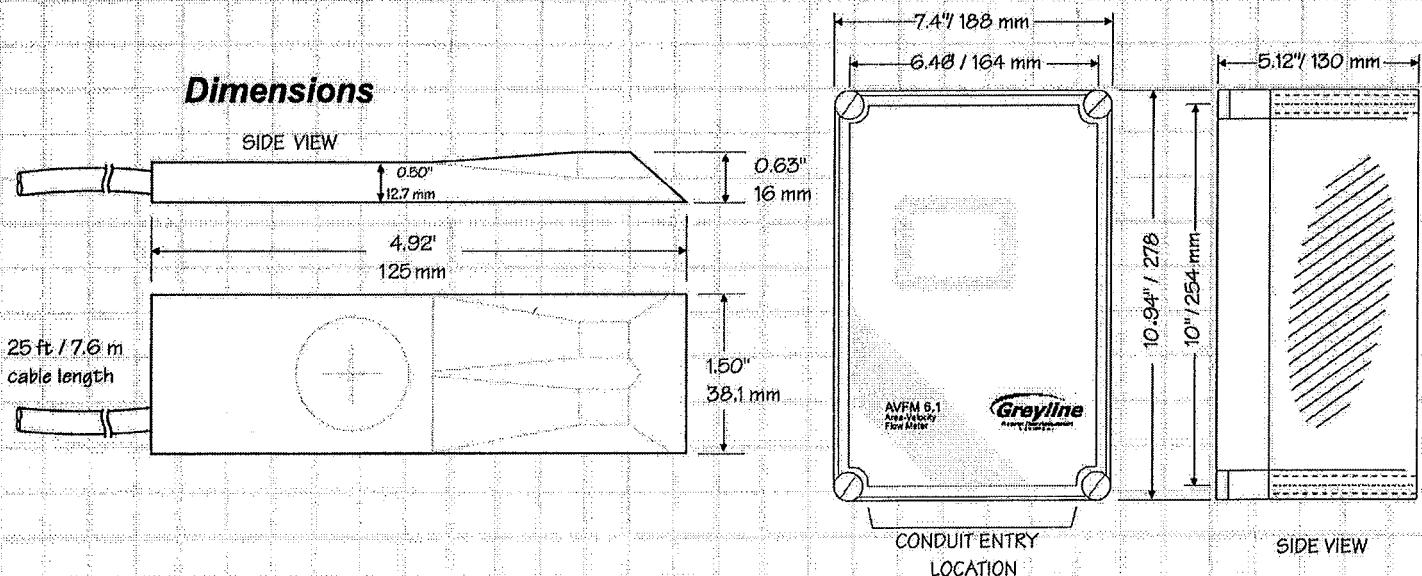
QZ02L Sensor

Velocity Measurement Range:	0.1 to 20 ft/sec (0.03 to 6.2 m/sec) and reverse flow to -5 ft/sec (-1.5 m/sec) in fluids containing bubbles or solids with a minimum size of 100 microns and a minimum concentration of 75 ppm to act as acoustic reflectors
Level Measurement Range:	Minimum Head: 1 in (25.4 mm). Maximum Head: 15 ft. (4.57 m)
Operating Temperature:	5 to 175°F (-15 to 80°C)
Exposed Materials:	316 stainless steel, epoxy resin, polyurethane
Sensor Cable:	25 Ft. (7.6 m) submersible polyurethane jacket, shielded, 3-coaxial
Sensor Mounting:	Includes MB-QZ stainless steel mounting bracket
Temperature Compensation:	Automatic, continuous

Options

Industrial Automation Protocols:	Modbus® RTU via RS-485
Sensor Cable:	50 ft. (15 m) or 100 ft. (30 m) submersible, continuous from Sensor - or splice up to total of 500 ft (150 m) length
Sensor Cable Junction Box:	Watertight NEMA4 polycarbonate with connection terminal strip
Enclosure Heater:	Thermostatically controlled to -40° F/C - recommended for temperatures below 32°F (0°C)
Intrinsic Safety Barriers:	For Sensor mounting in Class I,II,III, Div. I,II, Groups C,D,E,F,G hazardous locations
Sensors:	Separate non-contacting ultrasonic level sensor and submerged velocity sensor
Sensor Mounting Bands:	Stainless steel sensor mounting bands for pipes 6" to 72" (150 to 1800 mm) diameter

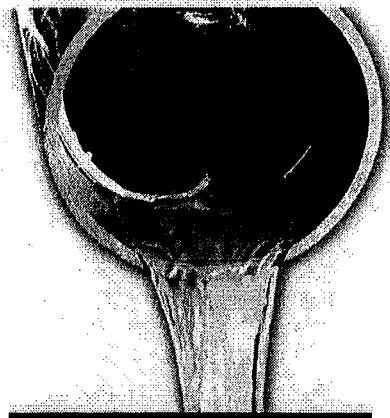
Dimensions



QZ02L VELOCITY/LEVEL SENSOR

ENCLOSURE

New Open Channel or Partially-Filled Pipe Flow Meter Measures Velocity and Level to calculate Flow



Recommended for:

- ☒ Wastewater
- ☒ Industrial Effluent
- ☒ Stormwater
- ☒ Combined Sewers
- ☒ Natural Streams
- ☒ Irrigation Water

AVFM 6.1 Area-Velocity Flow Meter

- ◆ Measure flow in pipes and open channels of any shape
- ◆ Ideal where flumes or weirs are difficult to install
- ◆ Works with water level from 1" (25.4 mm) to 15 ft (4.5 m)
- ◆ Auto-detects field installation of options serial communications and control relays.

The AVFM 6.1 Area-Velocity Flow Meter includes a submerged ultrasonic sensor that is installed at the bottom of an open pipe or channel. Exposed materials are stainless steel so the sensor resists fouling and corrosion. It has no moving parts and no orifices, ports or electrodes.

The AVFM 6.1 displays and totalizes flow. It includes three 4-20mA outputs (Flow, Level and Velocity), plus two control relays for level alarms or flow proportionate pulse output for samplers and chlorinators. It is easy to calibrate with the built-in keypad and menu system. A built-in 26 million point data logger with USB output is standard. Intrinsic Safety Barriers for sensor and cable installation in hazardous rated channels is also optional.

How to Order

Contact a Greyline sales representative in your area or phone one of our sales engineers. Describe your requirements and receive our prompt quotation.

Applications Support

Take advantage of Greyline's applications experience. Phone 1-888-473-9546 for advice and information on applications, installation or service for Greyline Instruments.

No Risk Appraisal

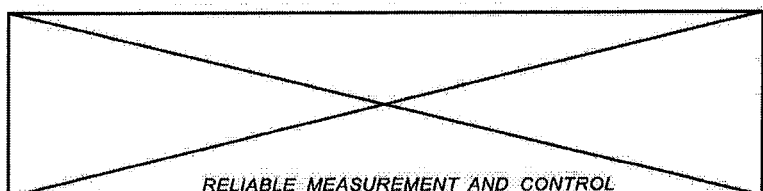
The Greyline AVFM 6.1 Area-Velocity Flow Meter must meet your requirements. Discuss your application with a Greyline representative to arrange a 30-day trial.

The Greyline Guarantee

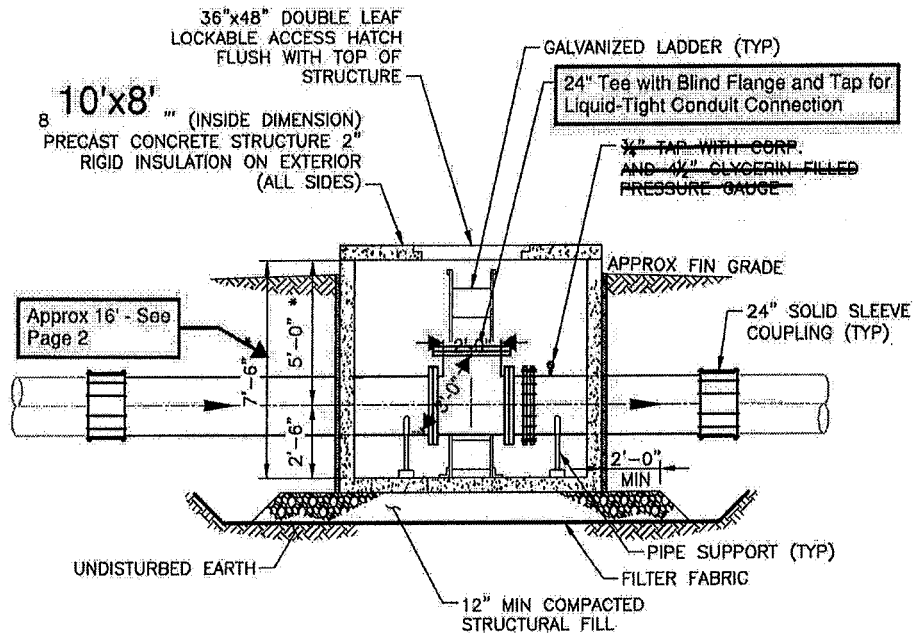
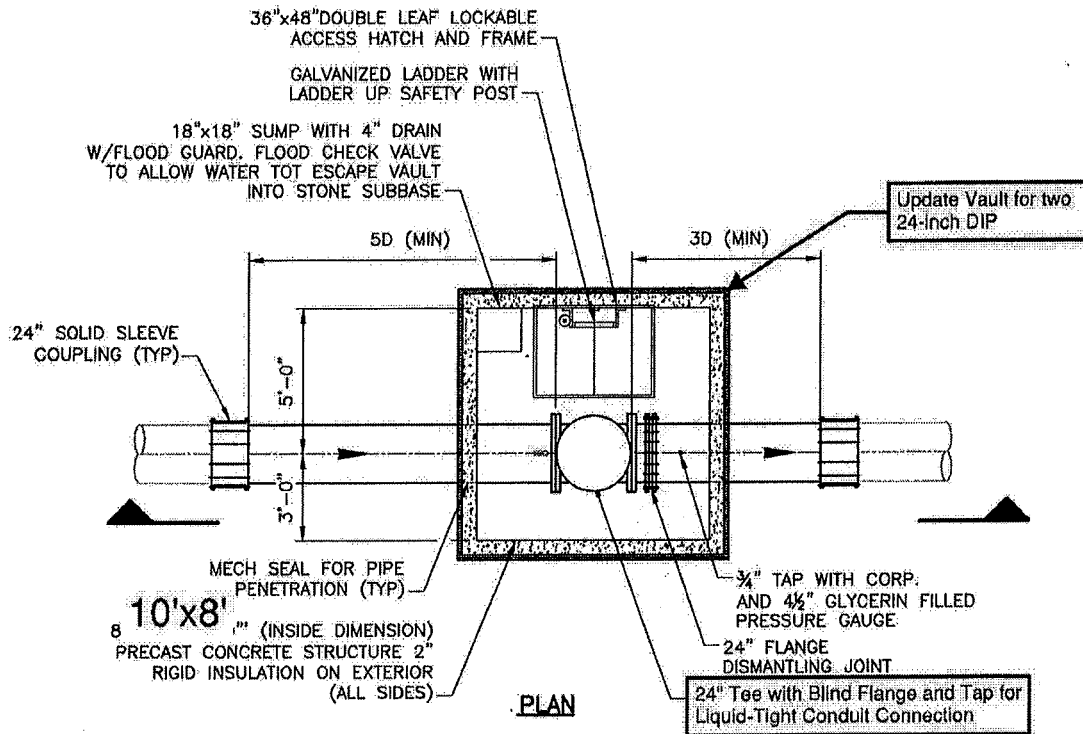
Quality of Materials and Workmanship - Each instrument manufactured by Greyline is warranted against defects in materials and workmanship for a period of one year from date of purchase. Refer to our limited warranty included with each product.



USA: 11451 Belcher Road South, Largo, FL 33773
Tel: 315-788-9500 / 888-473-9546 Fax: 315-784-0419
Canada: 16456 Sixsmith Dr., Long Sault, Ont. K0C 1P0
Tel: 613-938-8956 / 888-473-9546 Fax: 613-938-4857
Internet: www.greyline.com E-mail: info@greyline.com



Attachment B - Conceptual Kinch Raw Water Ultrasonic Flow Meters

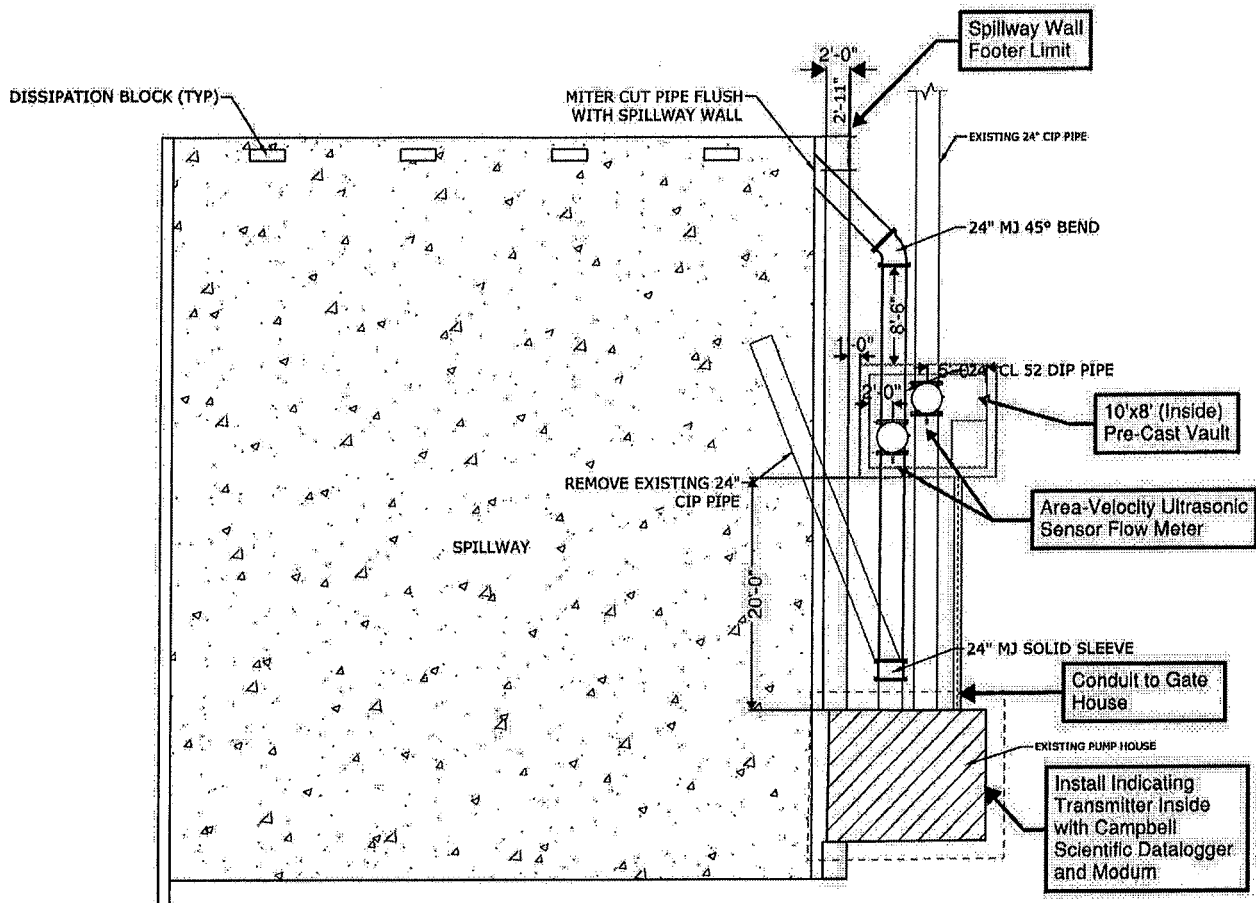


METER VAULT PLAN AND SECTION

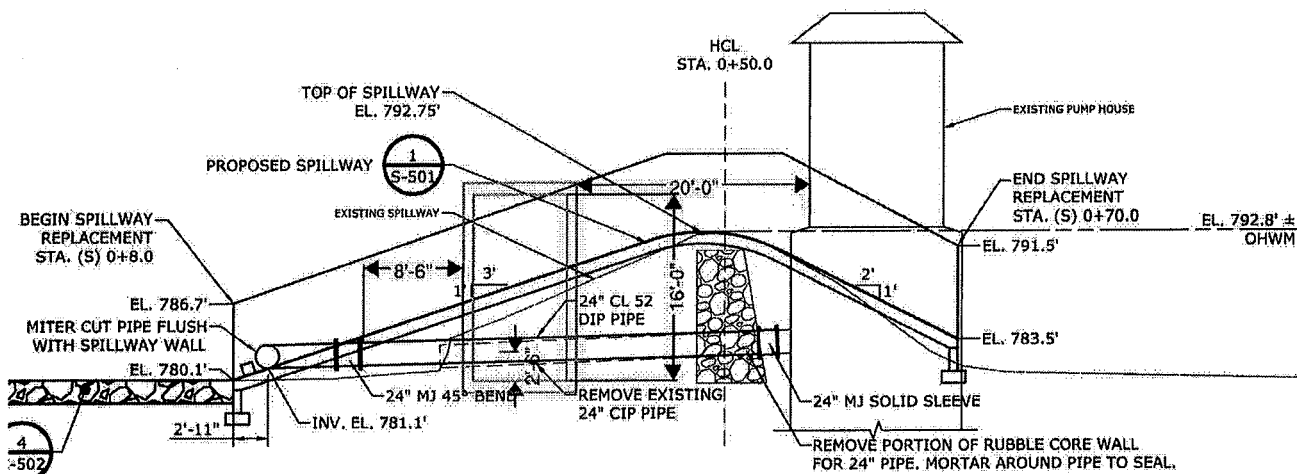
DETAIL

1/4" = 1'-0"





1 24' LOW-LEVEL DRAIN REPLACEMENT PLAN
 C-501 SCALE: 1" = 10'
 CROSS REFERENCE: NONE



2 24' LOW-LEVEL DRAIN REPLACEMENT SECTION
 C-501 SCALE: 1" = 10'
 CROSS REFERENCE: NONE

Area-Velocity Flow Meter

Measure Flow in Open Channels and Partially-Filled Pipes
No Flume or Weir Required

Area-Velocity Flow Meter

Model AVFM 6.1

Display, Transmit and Totalize
Flow in Open Channels and
Partially-Filled Pipes

No Flume or Weir Required
Three 4-20mA Outputs
Two Control Relays
Measures Reverse Flow
Modbus® RTU Optional



Measures Velocity and Level to Monitor Flow
with a single Ultrasonic Sensor

Area-Velocity Flow Meter

Measure flow through open channels, partially full pipes and surcharged pipes *without* a flume or weir. Ideal for wastewater, stormwater, effluent, industrial wastewater, and irrigation water.

Submersible Ultrasonic Sensor

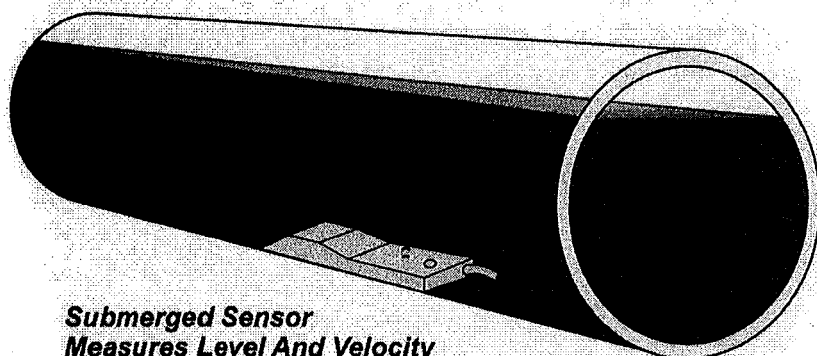
The AVFM 6.1 uses a submerged ultrasonic sensor to continuously measure both Velocity and Level in the channel. The sensor resists fouling, corrosion and abrasion. The flow meter can be configured with the standard submerged velocity-level sensor, or with submerged velocity plus a separate non-contacting ultrasonic level sensor, for highly aerated fluids or those with high concentration of suspended solids.



OR EQUAL

View flow rate and total flow on the large backlit LCD display and connect to external devices with three 4-20mA outputs and two control relays. Flow rate, volume, run hours, and diagnostic information available through the optional Modbus® RTU serial communications.

Ultrasonic Flow Monitor for Partially Filled Pipes & Open Channels



**Submerged Sensor
Measures Level And Velocity**

Easy to Use

The AVFM 6.1 Area-Velocity Flow Meter measures both Level and Velocity to calculate flow in an open channel or pipe. Configuration is simple: enter the pipe diameter or channel dimensions and the AVFM 6.1 automatically computes and displays flow volume.

The ultrasonic sensor mounts inside the pipe or on the bottom of a channel with a

stainless steel mounting bracket (included) and a single screw into the bottom of the pipe or channel. No special compounds, tools or hardware are required. The sensor is completely sealed with no orifices or ports.

Recommended Pipe or Channel Conditions

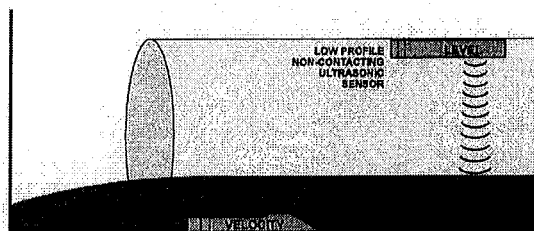
Careful selection of sensor mounting location results in best performance and maintenance-free operation. Avoid locations where sediment builds up.

Best possible accuracy will result when the water is not highly turbulent and where velocity is evenly distributed across the channel. The channel should not have drops or direction changes immediately upstream of the sensor mounting location. Pipe or channel slope should not exceed 3%. See installation manual for specific installation recommendations.

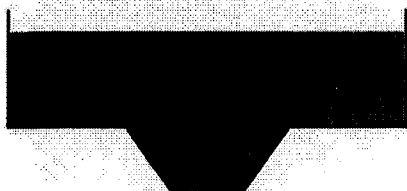
The AVFM 6.1 can measure forward flow velocity up to 20 ft/sec (6 m/sec) and reverse flow up to 5 ft/sec (1.5 m/sec). The electronics and software sample and average flow rates continuously to provide stable readings. The submerged velocity/level sensor will measure flow in partially full and surcharged pipes with pressure up to 10 psi. No special set-up or adjustment is required. Minimum recommended pipe diameter is 6" (150 mm).

Alternate Sensor Configurations

Alternate sensor models are available for special applications: a separate non-contacting ultrasonic level sensor with a submerged velocity sensor. Sensor cable can be extended up to 500 ft (150 m). Use this configuration for pipes or channels with high concentration of air or suspended solids.



Custom Channel Shapes

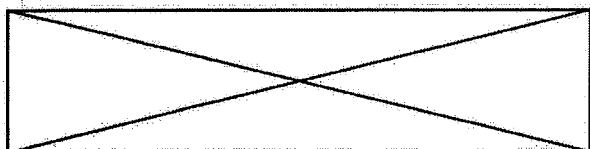
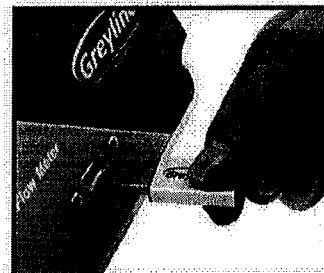


Configure the AVFM 6.1 for installation in irregular or compound channel shapes by entering the channel width at multiple level points through a simple menu. Channels of virtually any shape can be monitored with your choice of measurement units.

Standard 26 Million Point Data Logger

The AVFM 6.1 will store time and date-stamped flow values at 10 second to 60 minute intervals.

Daily flow reports are automatically created where total, minimum, maximum and average flow rates are displayed on the LCD display. Transfer log files and daily flow reports to any USB flash drive just by connecting to the logger's USB output. Windows software is included to display log files in graph and table formats, change measurement units and generate flow reports. Or, download data as .csv file format for import directly to Microsoft Excel.



AVFM 6.1 Specifications

General Specifications Greyline AVFM 6.1 Area-Velocity Flow Monitor

Channel Types:	Round pipe, rectangular, trapezoid, egg or custom shapes
Electronics Enclosure:	Watertight and dust tight NEMA4X (IP 66) polycarbonate with clear, shatterproof cover
Accuracy:	Level: $\pm 0.25\%$ of reading or $\pm 0.08'$, whichever is greater. Repeatability & Linearity 0.1%. Velocity: $\pm 2\%$ of reading or ± 0.04 ft/sec, whichever is greater. Requires solids or bubbles minimum size of 100 microns, minimum concentration 75ppm. Repeatability & Linearity 0.5%
Display:	White, back-lit matrix - displays flow rate, totalizer, relay states, operating mode and calibration menu
Programming:	Built-in 5-key calibrator with English, French or Spanish language selection
Power Input:	100-240VAC 50-60Hz, 10VA maximum. Optional: 9-32VDC, 10 WATTS maximum
Outputs:	3 Isolated 4-20mA, 1000 ohm, (Flow, Level and Velocity) or 0-5VDC by menu selection
Control Relays:	2 Relays, form 'C' dry contacts rated 5 amp SPDT, programmable for flow proportional pulse (sampler/totalizer), flow and/or level alarm
Data Logging:	Programmable 26 million point data capacity, time and date stamped plus formatted flow reports including Total, Average, Minimum, Maximum and times of occurrence. Includes USB output to Flash Drives and Windows software
Operating Temp. (electronics):	-5° to 140°F (-20° to 60°C)
Approximate Shipping Weight:	10 Lbs. (4.5 Kg)
Approvals:	CE, CSA/UL/EN 61010-1

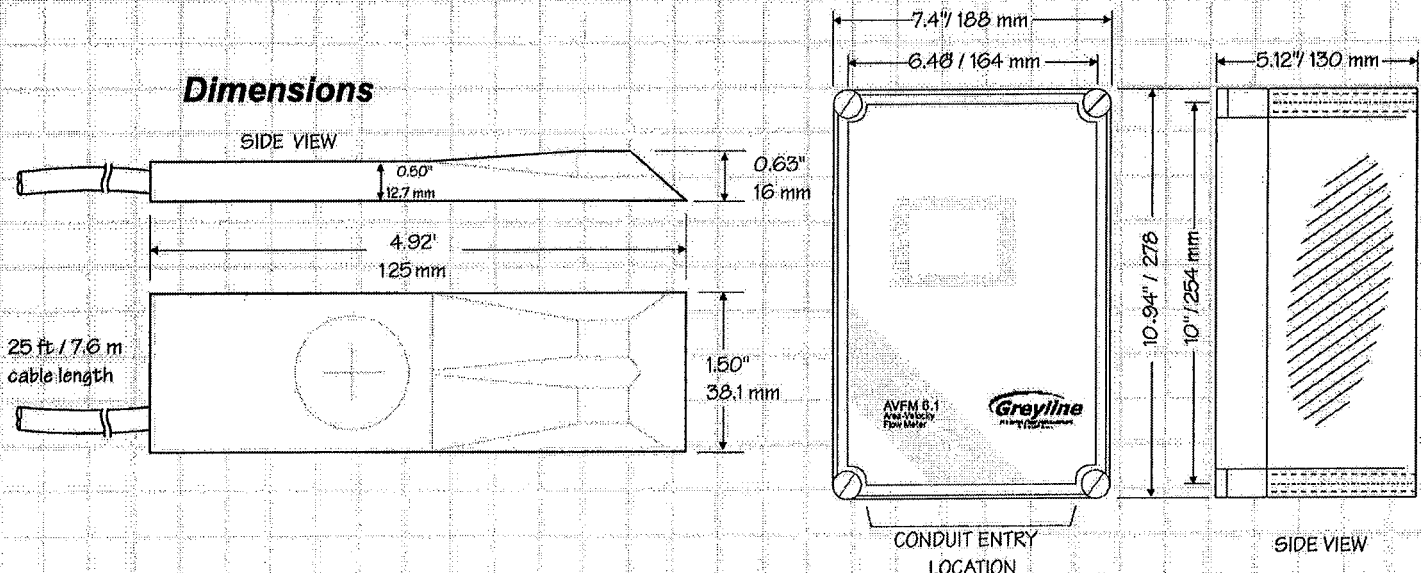
QZ02L Sensor

Velocity Measurement Range:	0.1 to 20 ft/sec (0.03 to 6.2 m/sec) and reverse flow to -5 ft/sec (-1.5 m/sec) in fluids containing bubbles or solids with a minimum size of 100 microns and a minimum concentration of 75 ppm to act as acoustic reflectors
Level Measurement Range:	Minimum Head: 1 in (25.4 mm). Maximum Head: 15 ft. (4.57 m)
Operating Temperature:	5 to 175°F (-15 to 80°C)
Exposed Materials:	316 stainless steel, epoxy resin, polyurethane
Sensor Cable:	25 Ft. (7.6 m) submersible polyurethane jacket, shielded, 3-coaxial
Sensor Mounting:	Includes MB-QZ stainless steel mounting bracket
Temperature Compensation:	Automatic, continuous

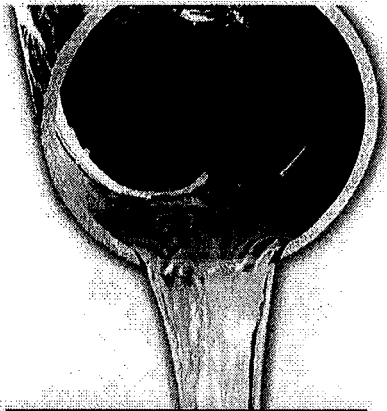
Options

Industrial Automation Protocols:	Modbus® RTU via RS-485
Sensor Cable:	50 ft. (15 m) or 100 ft. (30 m) submersible, continuous from Sensor - or splice up to total of 500 ft (150 m) length
Sensor Cable Junction Box:	Watertight NEMA4 polycarbonate with connection terminal strip
Enclosure Heater:	Thermostatically controlled to -40° F/C - recommended for temperatures below 32°F (0°C)
Intrinsic Safety Barriers:	For Sensor mounting in Class I,II,III, Div. I,II, Groups C,D,E,F,G hazardous locations
Sensors:	Separate non-contacting ultrasonic level sensor and submerged velocity sensor
Sensor Mounting Bands:	Stainless steel sensor mounting bands for pipes 6" to 72" (150 to 1800 mm) diameter

Dimensions



New Open Channel or Partially-Filled Pipe Flow Meter Measures Velocity and Level to calculate Flow



Recommended for:

- ✓ Wastewater
- ✓ Industrial Effluent
- ✓ Stormwater
- ✓ Combined Sewers
- ✓ Natural Streams
- ✓ Irrigation Water

AVFM 6.1 Area-Velocity Flow Meter

- ◆ Measure flow in pipes and open channels of any shape
- ◆ Ideal where flumes or weirs are difficult to install
- ◆ Works with water level from 1" (25.4 mm) to 15 ft (4.5 m)
- ◆ Auto-detects field installation of options serial communications and control relays.

The AVFM 6.1 Area-Velocity Flow Meter includes a submerged ultrasonic sensor that is installed at the bottom of an open pipe or channel. Exposed materials are stainless steel so the sensor resists fouling and corrosion. It has no moving parts and no orifices, ports or electrodes.

The AVFM 6.1 displays and totalizes flow. It includes three 4-20mA outputs (Flow, Level and Velocity), plus two control relays for level alarms or flow proportionate pulse output for samplers and chlorinators. It is easy to calibrate with the built-in keypad and menu system. A built-in 26 million point data logger with USB output is standard. Intrinsic Safety Barriers for sensor and cable installation in hazardous rated channels is also optional.

How to Order

Contact a Greyline sales representative in your area or phone one of our sales engineers. Describe your requirements and receive our prompt quotation.

Applications Support

Take advantage of Greyline's applications experience. Phone 1-888-473-9546 for advice and information on applications, installation or service for Greyline instruments.

No Risk Appraisal

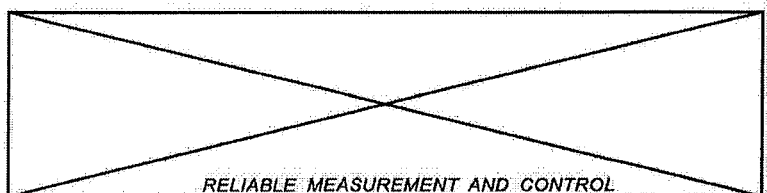
The Greyline AVFM 6.1 Area-Velocity Flow Meter must meet your requirements. Discuss your application with a Greyline representative to arrange a 30-day trial.

The Greyline Guarantee

Quality of Materials and Workmanship - Each instrument manufactured by Greyline is warranted against defects in materials and workmanship for a period of one year from date of purchase. Refer to our limited warranty included with each product.



USA: 11451 Belcher Road South, Largo, FL 33773
Tel: 315-788-9500 / 888-473-9546 Fax: 315-764-0419
Canada: 16456 Sixsmith Dr., Long Sault, Ont. K0C 1P0
Tel: 613-938-8958 / 888-473-9546 Fax: 613-938-4857
Internet: www.greyline.com E-mail: info@greyline.com



**TASK ORDER NO. 7 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 7 dated May , 2022 attached to and made part of the Master Services Agreement dated March 2020, between Camp Dresser McKee & Smith (CDM Smith) (ENGINEER) and City of Middletown (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Amendment No. 1 – Additional Professional Engineering Services to Assist the City with Satisfying Permit Conditions within Permit 3-3399-00085/00001 (the “Project”).

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

See Attached Proposal

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

See Attached Proposal

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

See Attached Proposal

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER

By: Joseph M DeStefano
Title: Mayor
Date: May , 2022

ENGINEER



By: Keith F. Kelly
Title: Partner
Date: May 3, 2022

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 116-22

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				

**A Resolution Authorizing a Proposal from Clark Patterson Lee for
Work Related to a Parking Garage**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the attached proposal from Clark Patterson Lee (C.P.L.) dated 4/28/2022 for the design and preparation of contracts, plans and specs of a selected layout for a parking garage at the intersection of South St. and Washington St.

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

The approval of this proposal and authorization to proceed will be subject to obtaining the proper funding for this project.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: May 31, 2022
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Leonora Liz -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works

RECEIVED
JUN 01 2022
City Clerk
City of Middletown

RE: Request for approval for Architectural/Engineering Services for Parking Garage

Clark Patterson Lee was requested to prepare preliminary concept plans for the design and construction of the parking garage at the intersection of South St. and Washington St.

The Mayor and I selected potential layout for future development pending finding a funding source. Now that there is a potential for a grant to support this project, we are requesting to approve the enclosed proposal from C.P.L. dated 4/28/22 for the design and preparation of contracts, plans and specs. of a selected layout and authorizing the Mayor to sign the proposal.

The approval of this proposal and authorization to proceed will be subject to obtaining the proper funding for this project.

Thank you.

EL



April 28, 2022

Jacob Tawil, PE
City of Middletown
16 James Street
Middletown, NY 10940

Re: City of Middletown
Parking Garage

Dear Mr. Tawil:

CPL is pleased to submit our proposal to the City of Middletown (Owner) for the design of the proposed parking garage located at the intersection of South Street and Washington Street in Middletown, NY. Our Project Understanding, Scope of Work and Fee Proposal are listed below.

Project Understanding

Based on our previous discussions, the city plans to move forward with Option B – Phase 1 of the parking garage concepts developed by CPL dated September 28, 2021, including approximately 90 spaces.

In addition, the following items are understood:

1. Along with the requirements as shown in Option B – Phase 1, the design will include any necessary features (foundations, structure, etc) needed for the vertical expansion per Option B – Phase 2.
2. The parking garage facade is to be designed to be aesthetically compatible to the surrounding buildings. It is anticipated that the final facade treatments will allow the garage to be classified as an "open" parking structure as described in the 2018 IBC, thus eliminating the need for mechanical ventilation.
3. We anticipate that 1 stair tower will be required to serve the garage. The locations of the stairs will be determined in the schematic design phase and will be coordinated with the Owner to meet the needs of the site.



4. Full movement vehicular access into the parking garage is anticipated at 1 location per level. No access or revenue control equipment is to be included.
5. The garage structure is anticipated to be precast concrete and will be physically independent of other adjacent buildings and structures. The foundation system is anticipated to be shallow spread footings. The final foundation system will be determined through coordination with the geotechnical engineer. A delegated design for all precast concrete pieces will be provided by the precast concrete supplier (contracted through the general contractor).
6. Electrical design will include a new primary service to provide power to the garage. This power will feed the entire structure, including, lighting and other small loads. It is anticipated that all conduit will be surface mounted. The transformer is assumed to be located above grade external to the building footprint.
7. Plumbing design will include storm drain lines throughout the garage levels and main service feeds for interior domestic water.
8. Fire protection design will include a complete dry standpipe system with hose connections on each level. It is anticipated that the parking structure will meet open parking requirements and no automatic fire sprinkler system will be required.
9. CPL will provide all technical specifications for the garage portion of the project and are to be included in a Project Manual format.

Scope of Work

CPL will act as the primary designer and architect/engineer of record for the parking garage. As such, CPL will be responsible for coordinating all construction documents and technical specifications for the project.

Schematic Design (SD)

1. Attend a Project Kick-Off meeting with the Owner to discuss design issues and concepts.
2. Develop a parking functional layout based on the concept drawings dated September 28, 2021, that is coordinated with the site, traffic, and pedestrian movements. The parking functional layout will include potential locations and orientation of stair locations, vehicular access locations, finished floor elevations, and column grids.
3. Confirm code compliance of design based on the 2018 IBC and 2012 NFPA 101.
4. Calculate and document open area requirements to comply with the 2018 IBC.
5. Coordinate with the geotechnical engineer (sub-consultant to CPL) related to



preliminary building footprint, anticipated column loads, and anticipated geotechnical information needed.

6. Develop schematic design plans incorporating comments from the Owner.
7. Develop schematic design building elevations.
8. Prepare a topographic and boundary survey of the entire site including identifying all utilities and inverts visible from ground level. Set a benchmark for future construction.
9. Develop preliminary civil/site plans. This includes investigation of any utilities affected by the project.
10. Deliverables for this phase include:
 - Schematic functional layout for each level
 - Schematic building elevations
 - Preliminary site and grading plans
 - Final topographic and boundary survey
 - Preliminary demolition plan
 - Preliminary utility plan
 - Geotechnical report

Design Development (DD)

1. Participate in (1) design review meeting with the Owner in the DD phase.
2. Complete all plans for the civil package.
3. Further develop the parking garage footprint, circulation patterns, entrance/exit lane locations, finished floor elevations, and column grid layout.
4. Confirm open area calculations, as required, and code compliance of DD's relative to the 2018 IBC.
5. Further develop building elevations and incorporate comments from the Owner.
6. Complete preliminary structural design calculations to allow preliminary foundation and structural member sizing. Analysis includes gravity live and dead loads, wind loads, seismic loads, and lateral earth pressures. Design will include any forces anticipated with the Phase 2 portion of the structure that are supported by structural elements of the Phase 1 construction.
7. Develop preliminary foundation and retaining wall plans and details.
8. Develop preliminary concrete slab-on-grade plans and details.
9. Develop preliminary structural framing plans and details.
10. Develop preliminary MEP plans and details.
11. Develop outline technical specifications.
12. Deliverables for this phase include:
 - Outline technical specs
 - Preliminary Functional/Architectural plans for each level
 - Preliminary Building Elevations
 - Preliminary Foundation Plan
 - Preliminary Slab-on-grade Plan



- Preliminary Framing Plans for each level
- Preliminary MEP Plans
- Demolition Plan
- Site Plan
- Grading/Drainage Plan
- Utility Plan
- Civil Detail Plan
- Erosion Control Plan

Construction Documents (CD)

1. Participate in (2) design review meetings with the Owner in CD phase.
2. Provide final architectural plans:
 - Striping plans
 - Life safety plans
 - Garage openness calculations
 - Building code summary
 - Wall sections
 - Enlarged stair plans and sections (if necessary)
 - Façade elevations
 - Signage plans and details
 - Enlarged entry and exit plans (equipment layout)
 - Room finishes (if necessary)
3. Complete structural design and provide final structural plans:
 - Structural general notes and details
 - Waterproofing details
 - Foundation plan and details
 - Slab-on-grade plan and details
 - Framing plans and details (precast details)
 - Coordinate all precast details with precast industry
 - Provide statement of Special Inspections
4. Provide final mechanical, electrical, and plumbing plans:
 - Mechanical plans (if necessary) for HVAC equipment
 - Fire protection cover sheet and plans per level
 - Electrical cover sheet and plans per level
 - Enlarged electrical plans as necessary
 - Fire alarm plans per level
 - Security (video surveillance, if necessary) plans per level
5. Provide all technical specifications to be included in the Project Manual.
6. Incorporate all comments from the Owner.



Bid / Permitting Phase

1. Prepare and submit final plans for permitting, address comments during permit phase.
2. Respond to bidder requests for information.
3. Issue addenda as necessary during bidding phase.
4. Attend (1) pre-bid meeting.
5. Participate in the evaluation of bids.
6. Assist Owner with identifying value engineering items to reduce construction costs, if necessary.
7. Print hard copy plans required for permitting, all other submissions assumed to be electronic.

Construction Phase

1. Review all shop drawings and submittals related to the parking garage for general conformance to the Contract Documents.
2. Respond to all requests for information (RFI's) related to the parking garage.
3. Conduct (6) construction observation site visits. These site visits are assumed to be in conjunction with any necessary construction progress meetings, pre-installation meetings, and punch-list reviews. Prepare site observation reports for each site visit.
4. Review all Special Inspection and material reports.
5. Review and provide comments for all pay applications.
6. Review and provide comments for all change orders.
7. Provide Record Drawings to the Owner based on information supplied by the contractor of significant changes documented during construction.
8. Conduct and 11-month warranty walk-through the Owner. Provide a written report of all warranty issues to the Owner.

Services Not Included

The services listed below are not included in this proposal:

1. Environmental permitting.
2. Stormwater Pollution Prevention Plan.
3. Special Inspections.
4. LEED Certification.
5. Cost Estimating.



Fee Proposal:

1. CPL will perform the Scope of Work for a lump sum fee of \$212,000. All permitting, application, and similar project fees to be paid by the Owner. All expenses are included in this fee.

The Lump Sum Fee includes the following breakdown:

Schematic Design	\$27,900
Design Development	\$37,200
Construction Documents	\$74,400
Bid / Permitting Phase	\$9,300
Construction Phase	\$37,200
Survey	\$6,000
<u>Geotechnical (NTE)</u>	<u>\$20,000</u>
 Total Lump Sum Fees	 \$212,200

TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between the City of Middletown, NY and CPL with respect to the work to be performed by CPL for the benefit of the City of Middletown, NY and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between the City of Middletown, NY and CPL. Receipt of the signed agreement will serve as our notice to proceed.

We appreciate the opportunity to provide these services to you. Should you have any questions or require additional information, please do not hesitate to contact me.



Very truly yours,
CPL ARCHIECTURE ENGINEERING & PLANNING

A handwritten signature in black ink, appearing to read 'Tim Moot'.

Tim Moot, PG
Principal

A handwritten signature in black ink, appearing to read 'Brian J. Miller'.

Brian Miller, PE
Senior Associate

Accepted this _____ day of _____, 2022

By: _____ Title: _____



APPENDIX "A" TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
10. This Agreement shall be governed by the laws of the State New York. Liability shall be limited to amount of the fees paid for professional services.
11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 117-22

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				

A Resolution Accepting a \$550 Donation from Middletown Little League

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a \$550 donation from Middletown Little League to pay for a pallet of Turface Quick Dry.

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to deposit the donation into account A.7110.450 Parks Materials & Supplies.

Middletown Recreation and Parks Department

898 CR-78, Middletown, New York 10940 Tel: (845)846-4180 Fax: (845)844-2918



Tuesday, May 24, 2022

RE: Authorization to accept donation

Dear Board of Estimates & Council Members:

The Recreation & Parks Department was given a donation in the amount of \$550.00 from Middletown Little League to pay for a pallet of Turface Quick Dry. Please accept this donation and authorize the Treasurer to deposit the donation into account A.7110.450 Parks Materials & Supplies.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Raelynn Bertholf'.

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

RECEIVED
MAY 25 2022
City Clerk
City of Middletown

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 118-22

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				

A Resolution Accepting a \$900 Donation from the Middletown Lion's Club

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a \$900 donations from the Middletown Lions Club to go towards Scholarships.

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer deposit the donation into account A.2705.07 Summer Camp Scholarships.

Middletown Recreation and Parks Department

898 CR-78, Middletown, New York 10940 Tel: (845)846-4180 Fax: (845)844-2918



Tuesday, May 24, 2022

RE: Authorization to accept donation

Dear Board of Estimates & Council Members:

The Recreation & Parks Department was given a donation in the amount of \$900.00 from the Middletown Lions Club to go towards Scholarships. Please accept this donation and authorize the Treasurer to deposit the donation into account A.2705.07 Summer Camp Scholarships.

Sincerely,

A handwritten signature in cursive script that reads "Raelynn Bertholf".

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

RECEIVED
MAY 25 2022
City Clerk
City of Middletown

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 119-22

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				

**A Resolution Authorizing an Agreement with Saint Paul's United Methodist Church
For the City to Use their Parking Lot**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the attached lease agreement with St. Paul's United Methodist Church for the use of their parking lot located at 58 West Main Street.

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 said agreement.

The lease is for \$500 a month. Funding is available and charged to A.1620.470.

THIS PARKING LOT USE AGREEMENT (this "Agreement") is effective as of _____, ("Effective Date"), and is entered into by and between St. Paul's United Methodist Church, ("St. Paul's") and The City of Middletown, NY, ("Renter").

RECITALS

A. St. Paul's is the owner of the Parking located at 58 West Main Street, Middletown, NY ("Parking Lot"). The Parking Lot is located adjacent to St. Paul's.

B. Renter desires non-exclusive use of the Parking Lot for parking of vehicles under the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Use.** St. Paul's hereby grants a non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to occupy the Parking Lot on weekdays (Monday through Friday) for the sole purpose as defined and set forth below except for spaces specifically marked for St. Paul's use.

2. **Term of Agreement.** The term of this Agreement shall commence on _____ the Effective Date and end on _____ ("Term"), unless terminated sooner in accordance with paragraph 3 of this Agreement.

2.1 **Option to Extend Initial Term.** Upon the mutual written agreement of the parties, the Term may be extended. Neither party shall be under any obligation to agree to an extension of the Term. In the event the parties mutually agree to an extension under this Subsection 2.1, the Term shall be deemed to end on the date as agreed amount the parties. "Term" shall include the initial term and any extension thereof.

3. **Early Termination.** Both St. Paul's and the Renter shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

4. **Limitations to Agreement.** Renter's use of the Parking Lot shall not be exclusive. St. Paul' shall also have the right to use the Parking Lot for its own purposes, which shall take priority over Renter's right of use. In the event that St. Paul's requires the full use of the Parking Lot for church events (including but not limited to funerals, weddings, conferences), St. Paul's will notify the Renter in writing a minimum of 2 days in advance. Vehicles may need to be moved without advance notice in the event of a snowstorm.

5. **Agreement Fee.** It is mutually understood and agreed that the agreed upon monthly/annual fee for use of the Parking Lot ("Agreement Fee") was determined based upon an estimate of the cost of surface care and parking space striping of the Parking Lot. The monthly Agreement Fee of \$500 will be due upon the last day of the month.

6. Compliance with Laws. Renter shall, at all times during the Term, comply (and shall cause its employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Renter's use of the Parking Lot.

9. Indemnification. Renter agrees to defend, indemnify and hold harmless St. Paul's, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Renter, its officials, agents and employees and subcontractors in the performance of this Agreement. Renter shall, at its sole cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against St. Paul's in any such action, Renter shall, at its sole cost and expense, satisfy and discharge such obligation of St. Paul's. St. Paul's shall have the right, at its own expense, to participate in the defense of any suit, without relieving Renter of any of its obligations hereunder. St. Paul's retains final approval of any and all settlements or legal strategies which involve the interest of St. Paul's. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

10. Assumption of Risk. Renter agrees that it is familiar with the condition of the Parking Lot and the suitability of the Parking Lot for its intended use and accepts the Parking Lot on an "AS-IS" "WHERE-IS" basis.

11. Security. Renter acknowledges that the Parking Lot is not monitored for security. All persons using the Parking Lot do so at their own risk.

12. Renter Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

A. Any material misrepresentation by Renter in the inducement of this Agreement or the use of the Parking Lot;

B. Breach of any agreement, representation or warranty made by Renter in this Agreement;

C. Failure of Renter to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to the following:

i) Action to act which affects the safety and/or welfare of individuals on or around the Parking Lot;

ii) Failure to perform in accordance with terms and conditions of this Agreement;

iii) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default;

iv) Default by Renter under any other agreement Renter may have with St. Paul's.

v) St. Paul's has the option to terminate Agreement based upon events that cannot be predicted by St. Paul's.

13. Assignment and Successor and Assigns. The interest of Renter under this Agreement is personal to Renter and may not be assigned or transferred to any other individual or entity without St. Paul's prior written consent.

14. Notices. All notices shall be in writing; hard copy or email are both acceptable.

15. Severability. In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

16. No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.

17. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

18. Entire Agreement and Amendment. The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ST. PAUL'S UNITED METHODIST CHURCH:

_____ By: _____

RENTER: _____

_____ By: _____

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No:120-22

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				

**A Resolution Authorizing an amendment to the City Code to place a
Handicapped Parking Spot at 156 ½ Linden Avenue**

RESOLVED; that the Common Council of the City of Middletown authorizes to amend the City Code Chapter 460, Vehicle and Traffic, Section 460-28 No-parking zone; handicap permit only to add the following:

(E) One spot directly in front of 156 ½ Linden Avenue, to expire 2 years from this date.

City of Middletown, NY
Department of Public Works
Handicap Parking Permit Application
Per City Code Section 460-28

RECEIVED
MAY 25 2022
City Clerk
City of Middletown

DATE: 5/19/22

OWNER NAME: Ana D Ayala

OWNER'S ADDRESS: 156 1/2 Linden Ave, Middletown, NY

PHONE NUMBER: (845) 343-0859 Home (845) 313-3336 cell

Location of Parking Spot: in front of the house

*Please attach a copy of your driver's license/photo ID and a copy of your valid handicap parking permit.

I hereby certify that the above information given are true and correct as to the best of my knowledge.

Applicant Signature: Ana D Ayala

Commissioner Signature: _____ Date: _____

☐ Approved

(*Expires two years from issuance date*)

☐ Denied



NEW YORK
STATE OF
OPPORTUNITY.

Department of
Motor Vehicles

MV-664 (1/17)

4942643

JAN

NOT TRANSFERABLE

FEB

MAR

APR

MAY

JUN

JUL

AUG

SEP

OCT

NOV

DEC



Permit expires last day of month & year punched.

2018

8/2024

2019

930

2020

Issuing Locality and Phone No.:

2021

MPD

2022

2023

845-343-3151

2024

REMOVE FROM REARVIEW
MIRROR WHEN DRIVING



NEW YORK
STATE OF
OPPORTUNITY

Department of
Motor Vehicles

MV-664 (1/17)

4942873

NOT TRANSFERABLE



JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC

Permit expires last day of month & year punched.

12/2024
930

Issuing Locality and Phone No.:

MPD
845-343-3151

REMOVE FROM REARVIEW
MIRROR WHEN DRIVING

2018
2019
2020
2021
2022
2023
2024

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No:121-22

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				

A Resolution Authorizing a Amendment to City Code to Require all retail stores in to obtain Planning Board approval in applicable zoning districts without regard to square footage.

WHEREAS, the Mayor and Corporation Counsel have requested that all retail stores in the City be required to obtain Planning Board approval in applicable zoning districts without regard to square footage.

Resolved, and be it Ordained, by the Common Council of the City of Middletown, New York, as follows:

Section 1 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph (3) of Subsection B (Uses requiring issuance of both a special use permit and site plan approval by the Planning Board), of Section 475.18 (C-1 Neighborhood Business Districts) to read as follows:

- (3). Retail stores, provided that:
- (a). All goods prepared on the premises are sold at retail; and
 - (b). No goods sold may be consumed on the premises.

Section 2 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph (6) of Subsection B (Uses requiring issuance of both a special use permit and site plan approval by the Planning Board), of Section 475.19 (C-1A Limited Neighborhood Business Districts) to read as follows:

(6). Retail stores, provided that:

- (a). All goods prepared on the premises are sold at retail; and
- (b). No goods sold may be consumed on the premises; and
- (c). The floor area of the store does not exceed 3,000 square feet.

Section 3 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph (3) of Subsection B (Uses requiring issuance of both a special use permit and site plan approval by the Planning Board), of Section 475.20 (C-2 Limited Business Districts) to read as follows:

(3). Retail stores, provided that:

- (a). All goods prepared on the premises are sold at retail; and
- (b). No goods sold may be consumed on the premises.

Section 4 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by repealing Paragraph (1) of Subsection A (Permitted uses), of Section 475.21 (C-3 General Business Districts).

Section 5 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph (23) of Subsection B (Uses requiring issuance of both a special use permit and site plan approval by the Planning Board), of Section 475.21 (C-3 General Business Districts) to read as follows:

(23). Retail stores, provided that:

- (a). All goods prepared on the premises are sold at retail; and
- (b). No goods sold may be consumed on the premises.

Section 6 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by repealing Paragraph (1) of Subsection D (Permitted uses), of Section 475.21-1 (DMU Downtown Mixed-Use District).

Section 7 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph (19) of Subsection F (Uses requiring issuance of both a special use permit and site plan approval by the Planning Board), of Section 475.21-1 (DMU Downtown Mixed-Use District) to read as follows:

(19). Retail stores, provided that:

- (a). All goods prepared on the premises are sold at retail; and
- (b). No goods sold may be consumed on the premises.

Section 8 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by repealing Paragraph (1) of Subsection A (Permitted uses), of Section 475.22 (C-3A Limited General Business Districts).

Section 9 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by adding a new Paragraph (13) to Subsection B (Uses requiring issuance of both a special use permit and site plan approval by the Planning Board), of Section 475.22 (C-3A Limited General Business Districts) to read as follows:

(13). Retail stores, provided that:

- (a). All goods prepared on the premises are sold at retail; and
- (b). No goods sold may be consumed on the premises; and
- (c). The floor area of the store does not exceed 3,000 square feet.

Section 10 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph (27) of Subsection B (Uses requiring issuance of both a special use permit and site plan approval by the Planning Board), of Section 475.23 (I-1 Light Industrial Districts) to read as follows:

(27). Retail stores, provided that:

- (a). All goods prepared on the premises are sold at retail; and
- (b). No goods sold may be consumed on the premises.

Section 11 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph (1) of Subsection B (Uses requiring issuance of both a special use permit and site plan approval by the Planning Board), of Section 475.24 (I-1A Light Industrial/General Business Districts) to read as follows:

(1). Retail stores and convenience stores without gasoline filling stations, provided that:

- (a). All goods prepared on the premises are sold at retail; and
- (b). No goods sold may be consumed on the premises.

Section 12 - This ordinance shall take effect immediately.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No:122-22

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				

A Resolution to Amend the City Code to Implement a Business Permit Program

WHEREAS, the Mayor, Commissioner of Public Works, Fire Chief and Corporation Counsel are recommending the implementation of a business permit program to increase the accountability of new businesses and those undergoing a change of ownership or management to code enforcement in the City.

NOW, THEREFORE, BE IT RESOLVED and ORDAINED by the Common Council of the City of Middletown:

Section 1. Chapter 475 of the Code of the City of Middletown, Zoning, is hereby amended by adding a new Section 475.47-1, Business Permits, to read in its entirety as follows:

Section 475-47-1. Business Permits.

A. It is the purpose of this Section to establish a permit system to register with the City new businesses, as well as businesses undergoing a change in ownership, management or use.

B. This Section shall apply to all commercial and industrial usages ("businesses") in all zoning districts in the City of Middletown, except for home occupations. This Section shall apply to (1) newly opening businesses, (2) established businesses which are undergoing a change of ownership, management or use, and (3) all other established businesses.

C. All newly opening businesses and businesses undergoing a change in ownership, management or use will be required to register and apply for a business permit prior to receiving a certificate of occupancy. All established businesses must register and apply for a permit within sixty (60) days of the effective date of this ordinance.

D. The Department of Public Works shall issue an application form for a business permit; the form may be digital or written, or both. This form shall include, but not be limited to, a description of the type of business conducted at the subject premises, hours of operation, and contact information for the owner and/or property manager.

E. The owner or property manager of all businesses which are being discontinued or which are undergoing a change of ownership, management or use must provide notice of same to the Department of Public Works.

G. Failure of the owner or property manager to comply with the provisions of this Section shall subject such person or entity to the penalties provided in Section 475-50.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 2. This Ordinance shall take effect immediately.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No:123-22

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				

**A Resolution Amending the City Code to Prohibit Smoking on the
King Street Walkway**

Whereas, at the request of the Mayor and Police Chief, the Common Council wishes to add the King Street Walk Way to the list of places in the City where smoking is prohibited.

Now, therefore, be it Resolved and Ordained by the Common Council of the City of Middletown:

Section 1. Subsection A of Section 348-17 of the City Code, Smoking prohibitions in City Parks, playgrounds, properties, parking lots and facilities, is hereby amended by adding a new Paragraph (58), to read as follows:

(58) King Street Walk Way, between North Street and Center Street.

Section 2. This Ordinance shall take effect immediately.

CITY OF MIDDLETOWN
Office of Economic & Community Development

June 6, 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 Middletown Hotel Incorporated, the principal, Mr. Jonathan Lee will remain the same. This is an updated to the May 3, 2022 Council approval.

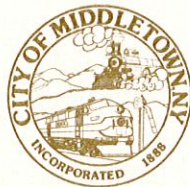
Also, requesting to authorize the Mayor to execute any documents necessary for the implementation of the timeline and purchase and development.

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

June 6, 2022

Jonathon Lee
Middletown Hotel Incorporated
32 Drago Lane
Middletown, New York 10940

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 Middletown Hotel 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. Middletown Hotel 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 June 10, 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. Middletown Hotel Incorporated shall pay all reasonable and necessary fees associated with such approvals,

including engineering review fees. If Middletown Hotel 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 Middletown Hotel 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 Middletown Hotel 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 Middletown Hotel 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 Middletown Hotel 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 Middletown Hotel 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. Middletown Hotel 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 Middletown Hotel Incorporated, viz., Jonathon Lee.

5. Middletown Hotel 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, Middletown Hotel Incorporated will be required to pay special district assessments, such as the library district and business improvement district assessments, in full. Middletown Hotel Incorporated shall pay all reasonable and necessary fees associated with any IDA application. If Middletown Hotel Incorporated fails to achieve the development goals described in Paragraph 3, above,

Middletown Hotel Incorporated will lose any IDA-related tax benefits, including termination of any PILOT agreement, and Middletown Hotel 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 Middletown Hotel Incorporated regarding use by hotel patrons and employees of nearby municipal lots for overnight parking.

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

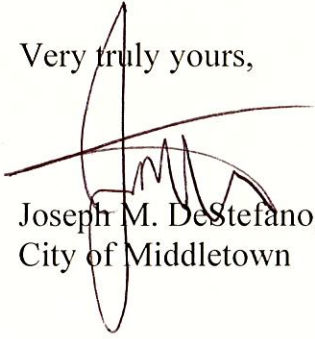
8. The terms and conditions set forth above are subject to the approval of the Middletown Common Council.

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



Middletown Hotel Incorporated

Title: President

Date: 6/6/2022

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 06.07.22

Index No: 125-22

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				

**A Resolution Confirming the Mayor's Appointment of
Rosa Tumminia as Deputy Treasurer**

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Rosa Tumminia as Deputy Treasurer.

Richard McCormack

From: Joseph DeStefano <mayordestefano@yahoo.com>
Sent: Tuesday, June 7, 2022 3:20 PM
To: J Miguel Rodrigues
Cc: Kate Ramkissoon; Paul Johnson; Paul Johnson; Jude A. Jean-Francois; Joseph Masi
Yahoo; Andrew Green; Jerry Kleiner; Jude A. Jean-Francoise; Jerry Kleiner; Sparrow
Tobin; Kevin Witt; Richard McCormack
Subject: Deputy Treasurer

President Rodrigues,
Please present the following for appointment as Deputy Treasurer:
1. Rosa Tumminia

Respectfully,
Joe DeStefano
Mayor

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. Johnson

Sec'd by Ald.

Date of Adoption 06.07.22

Index No: Local Law #4 of 2022

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				

LOCAL LAW #4 OF 2022

A LOCAL LAW INCREASING THE TERM OF OFFICE OF THE CITY TREASURER

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 City Treasurer.

Section 2. Section 62 of the Charter of the City of Middletown is hereby amended by replacing the second sentence thereof, to read in its entirety as follows:

The Treasurer shall be a full-time employee of said City and shall serve a five (5) year term.

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.