



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
DECEMBER 16, 2025**

[IGNORE_INDENT]

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of October 21, 2025
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
 - 4.1. Letter from Alderman-Elect Kevin Gomez Supporting Rezoning of 137 Linden Avenue
5. FOR THE GOOD OF THE CITY
 - 5.1. Special Recognition: Jerry Kleiner & Sparrow Tobin
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 339- Resolution Authorizing an Amendment to the City Code to Remove Handicapped
25 Parking Space at 9 Sunnyside Avenue
 - 340- Resolution Authorizing an Amendment to the 2026 Budget For Senior Trip
25 Funding

- 341- Resolution Authorizing \$20,779.71 Budget Transfer for the Purchase of Desks for
25 the Department of Public Works
- 342- Resolution Authorizing a \$6,744.53 Budget Transfer within the 2025 Parks and
25 Recreation Budget for the Repair and Replacement of the Boxing Room Carpet
- 343- Resolution Authozing an Agreement with Docu Sign
25
- 344- Resolution to Approve the 2026 Tax Warrant
25
- 345- Resolution Authorizing a \$350 Transfer within 2025 Senior Center Budget for
25 Telephone Expenses
- 346- Resolution Authorizing an Agreement with Pets Alive Inc. for the Trap, Neuter &
25 Release Program (TNR)
- 347- Resolution Authorizing an Agreement with Pets Alive Inc. to Shelter Stray Cats and
25 Dogs
- 348- Resolution Authorizing a \$20,000 Transfer in the 2025 Department of Public
25 Works Budget for Repair and Maintenance to Sanitation Vehicles
- 349- Resolution Authorizing a \$13,191.25 Transfer for Repairs to 0the Sprinkler System
25 at the Paramount Theater
- 350- Resolution Authorizing a \$10,025 Transfer within the 2025 Water Budget to Cover
25 the Cost of Repairs to a Water Main Break
- 351- Resolution Authorizing a \$26,500 Transfer within the 2025 Paramount Budget
25 Transfer
- 352- Resolution Authorizing a \$2,643 Transfer within the 2025 City Clerk's Budget for
25 City Code Updates
- 353- Resolution Authorizing a \$852 Transfer within the City Clerk's 2025 Budget for EZ
25 Pass Tags
- 354- Resolution Authorizing a \$2000 Transfer within the City Clerk's 2025 Budget for
25 End of Year Expenses
- 355- Resolution Authorizing an \$815 Transfer within the 2025 Office of Econmic and
25 Community Development Budget
- 356- Resolution Authorizing a \$8,709.22 Transfer within the 2025 Office of Economic
25 and Community Development Budget for the Small Business Loan Program.
- 357- Resolution Authorizing a \$50,673.94 Transfer within the 2025 Police Budget for
25 the Cameras at Wolslayer Field
- 358- Resolution Authorizing the Mayor to Execute Paramount Theatre Rental and

25 Related Agreements

359- Resolution Authorizing Acceptance of Amendment #8 For Additional 2025
25 Funding for Golden Area Transportation

360- Resolution Accepting the Transfer of Real Property Located At 19–35 Roberts
25 Street and Authorizing Execution of Related Documents

361- Resolution Authorizing an Amendment to City Code Chapter 460, Vehicles and
25 Traffic as it Pertains to Scooters

362- Resolution Accepting the Transfer of Real Property Located At 19–35 Roberts
25 Street and Authorizing Execution of Related Documents

363- Resolution Authorizing a \$27,000 Tranfer with the the 2025 Department of Public
25 Works Budget to Replace Pedestrian Crossing Poles and Related Equipment

364- Resolution Authorizing an Agreement with the Humane Society of Port
25 Jervis/Deerpark for Stray Animals

365- Resolution Authorizing an Agreement with the Human Society of Middletown for
25 Sheltering Stray Dogs and Cats

366- Resolution Authorizing a \$66,384.44 Budget Transfer within the 2025 Department
25 of Public Works Budget for a Vehicle for the Commissioner of Public Works

367- Resolution Appointing Juanita Mcmillan, Thomas Preston Lee, Shawn Williams,
25 Nicole Everett, Talaya Miller, Mackenzy Hagan, Isaiah Soto, Ashley Ortiz, And
 Erick Rodriguez As Volunteer Firefighters

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: December 16, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Accept the Minutes of October 21, 2025

Accept the Minutes of October 21, 2025

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	10.21.25 CC Minutes
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COMMON COUNCIL MEETING
CITY OF MIDDLETOWN
October 21, 2025 Minutes
City Hall
16 James Street
Middletown, New York 10940

J. Miguel Rodrigues, President
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Paul Johnson
Ald. Gerald Kleiner
Ald. Sparrow Tobin
Ald. Kevin Witt
Ald. Kate Wray
Ald. Joseph Masi

ALSO PRESENT:
Richard McCormack, City Clerk
Joseph M. DeStefano, Mayor

ALL: -- United States of America and
to the republic for which it stands one nation
under God indivisible with liberty and justice
for all.

PRESIDENT J. MIGUEL RODRIGUES: Roll?

CLERK RICHARD MCCORMACK: Alderman
Tobin?

ALDERMAN SPARROW TOBIN: Here.

CLERK RICHARD MCCORMACK: Alderman
Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Here.

CLERK RICHARD MCCORMACK: Alderman
Johnson?

ALDERMAN PAUL JOHNSON: Here.

CLERK RICHARD MCCORMACK: Alderwoman
Wray?

ALDERWOMAN KATE WRAY: Here.

CLERK RICHARD MCCORMACK: Alderman
Kleiner?

ALDERMAN GERALD KLEINER: Here.

CLERK RICHARD MCCORMACK: Alderman
Green?

ALDERMAN ANDREW GREEN: Here.

CLERK RICHARD MCCORMACK: Alderman
Witt?

ALDERMAN KEVIN WITT: Here.

CLERK RICHARD MCCORMACK: Alderman
Masi?

ALDERMAN JOSEPH MASI: Here.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK RICHARD MCCORMACK: Quorum is
present.

PRESIDENT J. MIGUEL RODRIGUES:
Approval of minutes?

CLERK RICHARD MCCORMACK: September 16,
2025, please.

PRESIDENT J. MIGUEL RODRIGUES: I have
motion by Mr. Masi. Do I have a second? By
Alderwoman Wray. All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: Aye.
Correspondence?

CLERK RICHARD MCCORMACK: We have one
letter this evening. "Dear Members of the City
Council, We respectfully request that the City of
Middletown Common Council approve a zoning change
from OR2 to UR3 for our property located at 137
Linden Avenue, Middletown, New York.

"This project will preserve the property, benefit the community, and address current zoning restrictions in a manner consistent with the board's standards for granting variances. The redesign of the conversion will preserve the historical façade and conditions of existing historic building while modernizing the interior to provide much needed housing of the community.

"It will also preserve a historic structure, maintain the aesthetic and cultural value of the neighborhood. The proposed zoning change aligns with the city's goals of promoting economic development, increasing housing availability, and enhancing community services, such as creating parks with walking trails and picnic areas.

"The property's location at 137 Linden Avenue cannot only increase the housing capacity, but also provide off-street parking, which will improve the convenience and safety for park visitors. I believe this change will benefit the neighborhoods and support the overall growth and development of the City of Middletown.

"Additionally, I am committed to

working with the city to ensure the project complies with all applicable regulations and enhances the surrounding area. I kindly request that the city council review the proposal and schedule a public hearing to discuss the zoning change. I am happy to provide additional information, including a detailed site plan, environmental impact assessment, and other documentation as required.

"Please feel free to contact me at this number to discuss this matter further. Thank you for your time and consideration. I look forward to the opportunity to collaborate with the city to ensure this project serves the best interest of our community. Sincerely, Charlie Jay."

PRESIDENT J. MIGUEL RODRIGUES: All right. And received and forwarded to the committee. And for the good of the city, we have a special recognition tonight.

MAYOR JOSEPH DESTEFANO: Good evening. You know, we began recognizing and honoring some of our long-term businesses, our long-time businesses in the city. Because what we were -- we started finding ourselves doing was a lot of ribbon-cuttings for new businesses. And then we

said, well, what about the people that have been here for a long time? So we started with a -- you know, a few here and there of 20 years, I think of 30 years. We talked of the Boffa family. We had others in that went some time.

But when we get to the center of the city, there's nobody that's been more of a Middletown legend atmosphere I'll call him, and that's Stephen Keeler, the owner and founder of Rock Fantasy. Rock Fantasy is celebrating 40 years in downtown Middletown. They opened on November 4, 1985 at 79 West Main Street right behind city hall here.

They were inspired by selling concert t-shirts at fairs and flea markets. Stephen started with \$2,000 and the support of his parents. He grew quickly to selling LPs, shirts, pins, posters, patches expanding his business. He hosted autograph signings with bands. The store became a local music hub. He hosted many famous bands, such as Alice In Chains, Skid Row, Overkill and more.

He then continued to expand his outreach into the community by hosting pro-wrestlers for meet-and-greets: Jake the Snake

Roberts. I'd like to see him take on Masi in a little... The Iron Shiek, Tommy Dreamer, and many others. And it became a destination for both music and wrestling fans. You know, Stephen was ahead of his time because we're -- you know, we -- we're trying to get younger downtown, and we're also trying to reach different groups and different types of arts, and Stephen was doing it going all the way back to 1985.

He expanded into additional new scenes. He had started a punk section and it thrived. He supported local bands, sold demos, and employed many musicians. He brought back pinball and vinyl. He added a pinball room and founded the Orange County Pinball Club, which meets every Thursday at his place.

He hosted nationally ranked pinball tournaments, became a showroom for the latest pinball machines. So, in the new era of this club or this organization, Rock Fantasy, he moved to 12 East Main Street. It included a larger storefront, expanded the record department, a bigger smoke shop, and major pinball display area. Still Middletown's hub for music, pinball, and rock culture.

So, after nearly 40 years of serving generations of music fans, a living part of the Hudson Valley's rock history, Rock Fantasy, more than a store, it's a lifestyle. And when Stephen gets up here, he's going to tell you all about it. And so we wanted to at least recognize Stephen, present him with this plaque from the City of Middletown from myself and the council president and the members of the board. If he'd come up, we can --

ALDERWOMAN KATE WRAY: Whoo.

MAYOR JOSEPH DESTEFANO: -- present it to you.

(Applause)

(Indiscernible speaking while photo is taken.)

MAYOR JOSEPH DESTEFANO: Why don't you say some words?

ALDERWOMAN KATE WRAY: Good call last minute.

STEPHEN KEELER: Well, it's definitely been a long journey. I don't know where the --

ALDERWOMAN KATE WRAY: Yeah,
(indiscernible).

STEPHEN KEELER: -- time went, you

know? And 40 years and I don't plan on stopping any time soon. So we just signed another lease for another five years. And I love what I do, and I'm blessed to be able to do what I do. I love going to work every day. And pinball -- like you were talking, pinball's become a big part.

It's weird because years ago we got rid of the records. Nobody was going to buy a record again. It was like 8-tracks, right? So we got rid of the record bins and we made the pinball bigger. And then at one time, we got rid of most of the pinballs and made the smoke shop bigger.

Now in the last couple of years, we've made the smoke shop smaller and made the pinball bigger. So we've been moving with the times. But -- and we're having a celebration in town, a 40th anniversary. We're going to have a concert over at The Zone at Clemson on November 1st. We've got a bunch of bands, including a Black Sabbath tribute with Ozzy we lost this year. So we're looking forward to celebrating.

And it's an honor to have this plaque from you guys, and hope to keep going and bringing more people to downtown Middletown. You

know?

MAYOR JOSEPH DESTEFANO:

Congratulations.

ALDERWOMAN KATE WRAY: Thank you.

(Applause)

STEPHEN KEELER: Alice in -- people still talk about when Alice in Chains were there. We didn't know who they were when the record company called up because it was a brand new band. Alice in Chains, that's a weird name for a band, you know? And they said, well, do you want to do it? And now I've got 20-year-old kids coming in to buy Alice in Chains records. We've got a plaque up on the wall with all the photos from that day.

And I think there's a picture of the line of kids. And it was funny because when Equilibrium opened, people thought I had bands doing (indiscernible). I said, no, they're lined up for beer. Thanks.

MAYOR JOSEPH DESTEFANO:

Congratulations.

(Applause)

STEPHEN KEELER: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All

right. For the good of the city.

CLERK RICHARD MCCORMACK: We have one speaker this evening, Orange County Legislator Janet Sutherland.

COUNCILWOMAN JANET SUTHERLAND: Hey, good evening. Thank you for giving me the opportunity to speak with you this evening. So many years ago, Orange County and the City of Middletown began a project for a transportation hub here in the city over by the bus garage. The bus terminal, excuse me. And that was many moons ago.

And then COVID happened, and things kind of got in the way. However, I'm very pleased to be able to say that Mayor DeStefano and I and along with the county executive have had several meetings to try to get this project up and moving again. The -- many years ago, the county was able to secure almost \$7.5 million in grant money to make this project happen.

I believe that a very positive meeting happened today with several people to get this project off the ground again and moving in the right direction. So I'm very excited to be able to share that. I appreciate the mayor. I, of

course, appreciate the work that Alan Sorensen did in the county and working alongside the county executive to kind of make sure that this takes off and we can get it up and running again. So, thank you.

PRESIDENT J. MIGUEL RODRIGUES: Thank you.

MAYOR JOSEPH DESTEFANO: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All right. Remarks of the mayor.

MAYOR JOSEPH DESTEFANO: Yes. I'll just pick up where Janet left off. She has been very instrumental in reviving this project. Jacob and I -- we were on a conference call today with a -- what do you call, the Zoom --

COMMISSIONER JACOB TAWIL: A virtual meeting.

MAYOR JOSEPH DESTEFANO: Virtual meeting. That's what you call it, with Coach USA, Alan Sorensen, and representatives of the county. Whatever you did, Janet, you really made a difference because everybody was on the call today, including the county attorneys, and we're hoping to have a significant announcement in a very short period of time on the project once

again moving forward. It's complicated. It's seven and a half millions dollars. It involves the city injecting property. It involves Coach injecting property that they paid \$220,000 for many, many years ago.

But it will be a new terminal. It'll be an off-street bus pull-in. It'll be safe parking connectivity with the Heritage Trail. So a whole bunch of positive things. And because of COVID and the hold on money, it did not seem like it was moving as quickly or it wasn't moving as -- at all.

So Legislator Sutherland did approach me about it and said, hey, I think I can be helpful. I said whatever you can do. And he did it. And so I appreciate it and appreciate your efforts on behalf of the city.

So, moving on, we have today and Eagle Scout named Joseph Galdamez whose dad happens to be a Middletown fireman and who is working on a project called the Civil War Restoration at Hillside. That's part of his Eagle project. I met with the young man a few weeks ago, and he described the project. He submitted to me a several-page proposal that includes describing

his project, how it will be helpful to the community along with many other -- you know, how many volunteers it'll take. What is the ask of others in the community?

And one of the asks from us is a -- some of the old sidewalks, the flagstone sidewalks. So he needs about 30 feet of that and possibly moving some boulders, moving some stone, and transporting it. So in order for us to do that, you, the common council, would have to vote on that.

So I told Joseph that he had to come here and make his presentation. And I didn't have to ask him. He was very willing to come here and do that. So at this point, what I'd like to do is bring Joseph up and let him make his presentation on this project. So, Joseph, come on up.

JOSEPH GALDAMEZ: Hello. My name is Joseph Galdamez, and I'm a 10th grader in Middletown High School. I'm currently working on my Eagle project, and the plan is just to move the graves from Hillside, which were dumped in a pond, and kind of forgotten for and make them more open and I felt the community could learn

more about it.

The graves were retrieved and just laid down on the floor, and it looks like a walkway. And I wanted to make more respect for them so they could be shown more to the public. I'm going to be asking for 30-feet of flagstone because the (indiscernible) need reconstructed stones, and they have all the stones in their inventory. So the flagstones would be really helpful for my project so I could connect it -- my project to the main road of the cemetery so you could easily walk over to it. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All right. Good job.

(Applause)

MAYOR JOSEPH DESTEFANO: So after this evening and this evening's vote, Jacob will be authorized to cooperate with them. I know Andy Mills is here from Hillside and mentioned that there is a possibility that some other stones may be needed to be moved in addition to, but he's going to discuss that with Joseph and the project.

We all look forward to cutting the ribbon on the project, I guess will be the best

thing we can say. But it is a Civil War restoration project, and we're very thankful for his efforts.

Next would be the Department of State and the community campus. The -- at the last meeting we had the Brownfield Opportunity Area Plan. Kate Stryker was here and she did make a presentation to the city and to the council. They also attended the Hispanic Heritage Festival on Sunday. They're doing a lot of their outreach on this project.

And as you know that we're trying to develop a community-led vision for the area and for the neighborhood for the former psychiatric center now called the Community Campus. They're creating development concepts for strategic vacant and underutilized sites on the campus. They identified site development opportunities and enhancements consistent with a community vision.

And that's the key is community vision, that we have been doing a lot of outreach into the community. And the -- I think the most consistent feedback that myself, and I'm sure the -- Alderman Johnson and Alderwoman Kate will

attest to, is that they like the development that's been happening on the campus. They're attracted to the restoration of the buildings, the open space. There is no interest in -- or very limited interest, I could say, through the community outreach and to high-density housing at the campus.

But we're also continuing to do that outreach. So whatever feedback the public may have, please continue to do so through your aldermen, through myself, or directly through Maria Bruni's office or through the -- directly with Pattern For Progress who is managing the grant.

This study is being handled by the Pattern For Progress. It's a \$250,000 grant. And you can see some of the community output -- or input that we've been going through. We've had public meetings, focus meetings, survey, table events, and this is where the community input is coming from.

So we're excited about the potential at the campus. As you know, we just received a \$10 million grant or \$6.6 million grant for the Kleiner facility. We're hoping for another 3.3

to come in. It's a much larger project than that, so we're putting that together. This is separate from that grant, but the -- we want to make sure that the campus, once again, becomes a vibrant and inclusive space that serves as the central hub for education, innovation, culture of the arts, commerce, and outdoor recreation.

And if you look at the campus in its current state, it's all of those things now, but it can be much, much more than it is now. So I want to thank Pattern for Progress for doing all that good work.

Next is the status of the parking garage. We have two projects on South Street. One is the parking garage. The other is the court. I checked with Jacob today. He gave me an update on the court. We're still targeted for the December finishing up with the court facility.

As you know it's a \$6 million project, 3 million funded through Senator Skoufis, 3 million funded through city taxpayers as the city is responsible for providing facility, and the court has expanded to two courts based on going to regionalization.

But Phase 1 on the left of the screen is underway. The parking area, as you can see, the lower parking area has been dug out. The bank has been removed. You can see equipment. This is back in August of this year when the equipment started being moved in. Orange and Rockland is moving the utility line. You know, there's a lot that has to be done with the EV chargers and the movement of those lines and the underground lines. They have to be -- go forward with that.

And if you remember that this project is being designed and constructed Phase 1 so that we can go up to a Phase 2. Phase 2 would include much more parking than the current project will offer. It has about a -- this I think is a net plus 80 in that area parking spots for downtown, which will be very helpful for Paramount events.

But the -- overall, the project has been moving at a steady pace after much delay from Orange and Rockland. But the heavy equipment is there. You see them digging. You see them moving earth, and I know the -- Malum Construction is the company that's doing the work. And so it's a slight inconvenience for the

businesses over there, but they do see the benefits in the long run. So that's your update on the court and the South Street parking garage.

Here we had a call from Senator Skoufis who wanted to do some outreach on the North Street corridor with some of the Latino businesses. So we visited many of the businesses, four or five at least, and had conversations. And the common denominator with many of the businesses was most of the businesses are suffering in a sense of sales because of ICE.

And this is not -- and it's not just undocumented people they're talking about. We're talking about families who are staying home because they have a family member who may be undocumented they don't want to bring attention to. So the community is hurting in that area and the businesses are hurting.

But the senator was there to show his support, also hear from them on different ideas, opened his office up for offering to meet with more business leaders in his office here in Middletown to see if there's any way the state government can help or the city government can do more. So I want to thank Senator Skoufis. I

want to thank the business leaders for opening their doors and sharing, you know, very candidly their experience with what's going on in downtown.

The general -- the average -- not average. The lowest one that -- who said the lost of business resulting from ICE was about 15 percent, and that number went up to some businesses all the way to 60 to 70 percent. So it's devastating to some of the businesses. They're surviving. They're hanging in there, but there's -- so if you have an opportunity to stop in one of the stores and spend a couple of bucks, please do so.

We had another ribbon cutting, which I commented on before. The -- we're doing a lot of welcoming to new businesses downtown, and that's why we're here honoring Stephen tonight. But this was Alondra's Pizzeria, and it's on 202 North Street. We had a great ribbon cutting there.

The -- Alondra and his family -- this is the third restaurant in the city of Middletown. They have Alondra's at 14 -- I think it's 14 North Street or -- yeah, 14 North.

MAN 1: 14.

MAYOR JOSEPH DESTEFANO: They have the 52 Cottage. His brother has that operation, the old Diana's, and this is the third. So Alondra and his family, the -- you know, they're making a huge investment into our community, and we were happy to be there. The pizza was fantastic. We had a little meeting last night. We had about six pies delivered. They were hot. They were good, and I'm sure you'll enjoy it.

Over the weekend we also had the opportunity to visit Alloy. I referenced COVID before. Alloy, which is located at 42 North Street, she opened in March of 2020. So she had her lease signed in March of 2020. And you know what happened in March of 2020. Right after was COVID.

So since she never had her ribbon cutting, she called and said, hey, I'm going to throw a five-year party and I'd like to invite you all to come and cut the ribbon. So myself, Maria, Alderman Johnson, as you could see in the picture, we all attended. It was a great night, and I want to congratulate Alloy for their commitment to downtown.

Stephen mentioned he just signed a new five-year lease. She also mentioned she's looking for a lease extension, so not only are businesses coming. We know some will fail, of course, like anywhere, but it's good to see people signing lease extensions.

And then we went over to East Main Street yesterday at the last minute. So not all of you got invited, but -- because we had a little communication issue, but we were able to make it to the restaurant at 14 East Main Street. It's Viva Mexican Grocer and Deli. Again, great food, great people making a big commitment into the city. And we had a nice lunch in there also. So...

And then to round up the weekend, we -- the -- we had two events on Sunday. One -- the first one was at the Masonic Lodge. We're -- we were invited. I was invited to come together with a group for Domestic Violence Awareness Month. As the speakers noted, it's not an easy subject to talk about, but it's one that people do have to talk about.

The Middletown Police Department was represented by two officers, Sergeant Gallagher,

and I'm not sure -- I don't recall the other officer. But also Fearless was there, and a good turnout from the Mason Lodge folks and others. So we have a local author who her -- I only know her by Suzetta Brown, but -- I know her by Suzetta Brown because I -- she grew up on Prince Street. And very difficult to talk about what she has gone through in her life. But not only is she talking about it, she has written two books about it.

So Suzetta had her second book signing there on Sunday. And I just want to say thank you to Suzetta, her husband Derek for putting on this event. It's the second one, a second annual. Hopefully next year it will be more well-attended, and -- but she does talk about the pain and struggle, and she chose to turn that experience into purpose.

And she shared her journey, and she's helping others find their voice. And that's part of her mission in life now. So congratulations to Suzetta and good luck with your newest book that you have out.

And then we headed over to the Discovery America in Middletown, New York

festivities at Erie Way Park. I don't think we could've asked for better weather. I think most of you had showed up at one point during the day. We -- again, this was put together in three or four weeks by the merchants. They approached the city and said, listen, we think we would like to do something to support heritage -- Hispanic Heritage Month. So we told them we'll put together a plan.

So they started meeting themselves, put together a little bit of a plan. Then they started to meet with Maria and her staff. And then we included others in. And so I wanted to thank the Alondra's Cuisine, Estelitas Mexican Kitchen, La Amistad, La Esquina, Nana's Columbian Bakery, Olivia's Empanadas, and The Taco Factory. Those were the businesses that were there.

But also the Recreation Department was there with pumpkin giveaways by the Middletown YMCA with face painting. The soccer club was scheduled to be there but were unable to make it because of a last minute death in the family. There was so much music and dancing for five consecutive hours. And it was an opportunity to share in the traditions and culture of the

Hispanic community.

So they were very thankful. I know Maria had a follow-up meeting this morning and there's already talk of not only doing it again next year but expanding it for -- expanding the footprint and inviting more local businesses in. So the -- you can see the crowds were nice. At one point the crowds were very heavy.

I saw Miguel with his Giants pullover. He was very happy at one point because the Giants were up 19-nothing and Green Bay was losing at that point. And he made some sarcastic comments, and then it ended up Green Bay won and the Giants lost. But I don't want to point that out.

But the -- as you can see, the -- colorful. They were -- the people were fantastic. And when I had the opportunity to speak, I thanked them for coming because I know it's a lot, as I said, with the stores being hurt. It was a lot for people to come out and meet in a large group such as this. So they all did a great job, and they were very proud of their heritage and their traditions. So that's my presentation. If you have any questions, I'll be more than happy to address them.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Masi?

ALDERMAN JOSEPH MASI: Please bear with me. I'm a little confused. I know you just gave a great presentation. Some of it was concerning the downtown parking. I walked by the site and I see progress, and yet your little opponent on Saturday wrote -- and in my opinion disparages not only, but our common council, he wrote, and I quote, "I've heard your comments loud and clear. Parking in downtown Middletown has become a real problem.

"Every day residents and visitors circle the blocks, park far away from the destinations, or risk tickets due to unclear regulations. We've all heard promises about parking garages during election season, but talk stops once votes are counted. It's time for real action." That's the end of the quote.

Of course, we must recognize that this came from someone who represents much of the city of Middletown as our county legislator who missed almost three years of meetings stating, "I don't have to attend meetings." Talk about no action. My question, are there some issues with this

project that I am not aware of? Is the project not moving forward? Would you please clarify that?

MAYOR JOSEPH DESTEFANO: Sure. I'd be happy to. Maria, can you back to the video? I think the pictures speak for themselves. I mean, that -- in regards to the parking garage, the parking garage is moving forward. It's under construction. You see the heavy equipment. You see the whole row of parking has been removed up on top.

The lower mountain has been removed. The -- Orange and Rockland's been on the scene working. They're -- you know, the picture speaks for itself. In regards to the parking --

ALDERMAN JOSEPH MASI: (Indiscernible)

--

MAYOR JOSEPH DESTEFANO: It's nonsense. It's so -- listen, it's silly season nonsense, and we understand the silly season nonsense. But more importantly, the -- when someone says the people are -- there's too many people downtown in regards to parking, it goes back to what we were just addressing before is, you know, having a parking issue in downtown, if you were doing

nothing about it would be a concern.

But we have done a lot about it. We -- all these lots have been reconstructed. The DRI money, James Street lot, lot back here, Orchard Street lot, Canal Street, all these lots have been reconstructed. South Street you have the two lots. So the parking is there. Our report, if he had read it in 2017, the strategic plan, identifies over 1,200 parking spots alone within the center core of downtown.

But when you have ribbon cutting after ribbon cutting, and businesses such as Stephen Keeler bringing in people, bringing in book signings, or record signings or pinball tournaments on a weekly -- that's people. When you have Equilibrium Brewery, people lined up to buy a case of beer for hours, those are good problems to have.

You know, when you see -- it's like the baseball analogy too much pitching. You can't have too much pitching? Well, you can't -- who's going to complain that there's a lot of people downtown? You've got to be an idiot if you're complaining that too many people are downtown for what's here.

So we have the parking. We have the businesses. Businesses are viable. The restaurants are doing beautifully downtown. We're seeing other types of businesses coming into our downtown. We have recently met with a medical wig company. They're opening at 27 West Main Street. You got Tracy at the antiques on West Main Street. All -- everyone's doing well.

There is some fallback on some of the Latino-owned businesses, as I mentioned, but for the most part, people are doing well. They have access to parking, and they know that based on our district meetings, based on our communication to them, that we are addressing additional parking, and the additional parking is for the growth.

Because we have 34 units plus retail proposed on Union Street. We have the hotel project proposed on Canal Street. We have just sold 12 King Street for \$500,000. That's going to have 15 apartments and first-floor commercial. We're selling 7 West Main. Our 7 King Street, \$100,000, a dilapidated building that will be renovated with two apartments and commercial space out front.

46 North Street, the old Montgomery Ward building, several millions of dollars into a historic renovation with an -- I believe it's 24 apartments upstairs and commercial on the first floor. If there was a problem as you described from the writer, people would not be investing millions of dollars in downtown Middletown.

And if you note in our audit, the audit referenced that we, as a city, has probably the largest bulk of capital projects in Orange County. I think the number was 52 million with the overwhelming majority of them funded by grant moneys, grant funding. So I think we're doing the right thing. We'll stay on the right track. And I don't listen to the silly season type of talk.

ALDERMAN JOSEPH MASI: Thank you.

MAYOR JOSEPH DESTEFANO: Hope that addressed your question.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Kleiner?

ALDERWOMAN GERALD KLEINER: Thank you.
Mayor, I think maybe this is more of a question for Joseph or for Andy Mills. But I'm wondering if the graves they're talking about are the ones

that are in the back of the cemetery on the other side of the pond.

MAYOR JOSEPH DESTEFANO: I'd have to bring them up for it. One of them. Joseph?

ALDERWOMAN GERALD KLEINER: Okay.

PRESIDENT J. MIGUEL RODRIGUES: Andy, you want to come up?

ANDY MILLS: No. He's got it.

PRESIDENT J. MIGUEL RODRIGUES: All right.

JOSEPH GALDAMEZ: Yeah, these are the ones in the back. They're the African American ones lying on the ground (indiscernible) walkway.

ALDERWOMAN GERALD KLEINER: Right.

PRESIDENT J. MIGUEL RODRIGUES: Like the one up on the hill too, right? They're on a hill?

ALDERWOMAN GERALD KLEINER: No, these are along the back. I wanted to make sure that that's what you were talking about and make the point that, as they say on their gravestones, these were some of the colored troops. That's what they call them. But these are African American Civil War veterans.

And there's a book on Hillside

Cemetery. It's got beautiful pictures and does a wonderful job, but it really refers to that almost as a walking path and it's not. So anything you can do to help preserve those and make them more visible will be greatly appreciated just so people understand that's what it is. Okay. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All right. Anymore questions for the mayor? Alderman Johnson.

ALDERMAN PAUL JOHNSON: Mayor, with respect to the transportation center, and I second the gratitude for Legislator Sutherland, the original renderings, are we still working off that, or is does it have to be started over?

MAYOR JOSEPH DESTEFANO: Not started over, but be built on. The county will hire an engineer. I don't know which one. It might be the same one who prepared that. We're not involved in the design. That is done between Coach and the county.

Of course we have input. The trail location is going to be important. The location of -- you know, they're going to have bike-sharing. They're planning on having that. EV

stations. So we'll be involved in all that. But more or less, the goal is to make the -- that area much more attractive for commuters. As you know, part of it's not lit. There's a lot of potholes on some of the private property. Bring it together, make it more accessible, usable, and hopefully increase ridership with -- for Coach.

ALDERMAN PAUL JOHNSON: Thank you very much.

PRESIDENT J. MIGUEL RODRIGUES: All right. Anyone else? All right. Reports of department heads. Economic Development?

DIRECTOR MARIA BRUNI: Good evening. Besides all the great economic development stuff that's happening out there, this was an exciting weekend on Sunday. You know, the mayor touched upon everything that went on. I have some special thanks because the business community downtown took stronghold of this.

They wanted to show their support, their strength. You know, they are facing challenges, as the mayor mentioned, but they wanted to show their strength. And they wanted to give back to the city however they could, and this event was just spectacular.

Even we had Run 4 Downtown, who contributed funds to buy all the pumpkins. The YMCA was down here. We had Huerta Farms and F&G Family Farm. They're farmers that are at our farmers market every week. They came down and also we had Gente Nueva, a truck and car club. They were there giving out Halloween candy. They helped us clean up. We all -- it was just amazing.

And we also had the Future Business Leaders of America Club from Northern Academy. So you can see how this is going to have some legs because what they kept stressing to me is the unity. They want to bring more on board. They want to do more and show unity, how unified Middletown is, how strong Middletown is, the diversity.

So I'm looking forward to working with them for next year. Like the mayor mentioned, we did meet this morning. We had a big meeting, and they're ready to go. You know, special thanks again. Juan Avalos from Taco Factory. Alvaro Garcia, Garcia's Market. Jose Linares from Alondra's and Nohemy Cid from Nohemy's Hair Salon on North Street and all the businesses that came

down. It was just a great event. And I want to thank them for making it a huge success.

And I -- shout out to my staff too, the team. Stefania, Joseph, Eileen helping with social media. We had translations done. Rick, thank you. Your department helped out. And it was just, again, awesome, awesome weekend.

More to come. This weekend at the Paramount, we have the 2025 Horror-Thon weekend. So all the classic movies starting Friday. Frankenstein, the 1931 version. Gremlins, the 1984 version. Saturday we have The Thing, 1982. Psycho, 1960. Creature From the Black Lagoon, the 1954 move. Pet Sematary from 1989. And then Sunday, we're excited about this, Phantom of the Opera, the 1925 --

ALDERMAN PAUL JOHNSON: '25.

DIRECTOR MARIA BRUNI: -- 50th anniversary. We have the live organ accompanist there. And the special guest Haunted Barn will be there with amazing displays in the lobby. And so Halloween is here, and we're ready to celebrate. And then just more events coming at the Paramount as well. And that's all I have unless you guys have any questions for me.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Maria? Great job, Maria.

DIRECTOR MARIA BRUNI: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All right. DPW Commissioner.

COMMISSIONER JACOB TAWIL: Good evening, all. I'm going to be very brief tonight because the mayor did report on the capital projects that are going on around us in here. The reservoir level, Alderman Masi, 76 percent. We're very concerned. It's been very dry. All the rain they talk about and the flooding, it keeps missing us. So we're at a deficit.

Usually we have last month and this month over five inches. We only got just over two inches last month. This month is almost over and we only got a couple of inches. So we are -- we're getting ready to start skimming operation. Hopefully in November we will start if it continues to be this dry. Just to be on the safe side.

Not like we're running out of water or anything like that. We would like to plan ahead so that we'll be prepared. If a drought is to take hold in our area, then we will be ready for

it as much as we can.

There was a big project taking place with a grant from the state about over \$100,000 for digitizing our underground utilities; storm sewer, sanitary sewer, and water lines. And we've been working with CDM Smith on this project for a couple of years now.

We are at a point right now we're going to start deploying that digitized utility system so that our guys will be running around with iPads and so on and so forth in the field taking pictures, pinning down location of plugged sewer or water main break exact location, and pictures and what will be uploaded into the cloud and into our system, and will be forever kept for us to troubleshoot which water main will have to be replaced, which sewer line would have to -- we'll have to address more closely, and so on and so forth.

That's a great project. We are looking forward to its deployment. And CDMD purchased equipment for us and we'll start using it very soon, and we'll keep you posted. Do you have any questions for me?

PRESIDENT J. MIGUEL RODRIGUES: Any

questions for Jacob? Alderman Kleiner?

ALDERWOMAN GERALD KLEINER: Yes. I know leave pick up starts I think November 3rd. Excuse me. The question is whether a lot of houses that have leaves out in the street already, so we can bypass that. But yard waste pick up, does yard waste pick up stop for the winter months, or does it stop during leaf pick up? Or can people still put out cans full of yard waste?

COMMISSIONER JACOB TAWIL: No, they can still put out the cans. They can. They can put up the yard waste in a can as well.

ALDERWOMAN GERALD KLEINER: Okay.

COMMISSIONER JACOB TAWIL: So if you have branches or anything like that, that's your question, you can put them in the cans --

ALDERWOMAN GERALD KLEINER: Yeah, that --

COMMISSIONER JACOB TAWIL: -- and we will pick them up or you can wrap them just per the code. You know, you can wrap them 30-inch long. You just wrap them in there and we can pick them up.

ALDERWOMAN GERALD KLEINER:

Okay.

COMMISSIONER JACOB TAWIL: Yeah, but we'll continue to pick up, yes.

ALDERWOMAN GERALD KLEINER: Good. Thank you.

COMMISSIONER JACOB TAWIL: Yeah. You're welcome. By the way, we did send code enforcement all over as much as we can to advise people to take the leaves back because they are dangerous. And then the people, they should comply with the rules and regulations. Do not put them on the street. Keep them on your front yard because they do represent danger to, you know, the kids, the public, to the line of sight for cars, and so on. Yeah. So, thank you for bringing this up. Yeah.

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

ALDERMAN KEVIN WITT: Yeah. Just to finish up on that, when -- just so people do understand, what are the rules that you want people to follow when this does start and people are putting out?

COMMISSIONER JACOB TAWIL: Yeah. Basically, we have the wards. We're going --

we're going to be going ward by ward. So if you can hold off, and that is on our website, which ward goes first. If you can hold off the first couple of weeks until your ward -- until we get closer to you, then that will make our life easier and ours streets safer.

You know, so try to wait. Don't dump everything like November 3rd you said, Alderman? Or it starts somewhere around there. Yeah. Don't wait for that day and then every -- the whole city -- we cannot pick up the whole city in one day or two days or one week or two weeks.

So wait. Please just follow our -- which ward goes first for pick up and just follow that as much as you can, and we would appreciate your cooperation. You can leave it on your front yard, it doesn't have to be on the street, and then you can push it into the street when the time comes for your area to be picked up. Yeah.

PRESIDENT J. MIGUEL RODRIGUES: Okay. Anyone else? Thank you, Jacob.

COMMISSIONER JACOB TAWIL: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Senior department?

DIRECTOR JULISA SIERRA:

(Indiscernible). I'm Julisa. I'm the director of the senior center. And I'm very proud to be the director of the senior center. We've accomplished a lot in this year. And as we are wrapping up, I want to thank Maria. She did a nice job on the Hispanic heritage. It followed in line with what we started with the Mulberry House Senior Center.

And I just want to also just bring out that we not only do senior programming. We're very community oriented. For years we've been doing driver ed courses there every month. We also host the Middletown Art Group. We also host the fire police that do a lot of their fundraising projects there at the Mulberry House Senior Center.

We have a group of women that's called God's Heart for Women. They just had Saturday a community dinner, which was very successful. So on top of all that, we also have Orange County Archaeology Society that meets in our senior center. We have the Orange County Railroad Historical Society, which is very big for the Middletown. That's what we're known for, and they meet there.

So Lion's Club, women's veteran group, I mean, we are not just 55 and above. We are a community site that -- I just wanted to recognize it because I know that I'm kind of a quiet person. I don't stand up here or post 20,000 pictures of everything that I do and my staff, but we are very active and we are very much part of the community.

So talk about getting together and being unified, that includes the senior department as well. And I just want to say tomorrow we have a fun thing. We have our Halloween party, and we also are looking forward to preparing for our international -- we do an international Thanksgiving.

Last year we served over 150 people, and this year I hope to serve as many too. And that's my staff and I. We put together a Thanksgiving meal, and each person can bring a side dish of their country. And it's a beautiful event. So if any of you can -- want to stop by, that's on November 20th from 1 to 3. It's day of the week, but if anybody's able to stop by, it's very beautiful event.

And I just don't want to minimize what

we're all about. The senior department is very active, and we're very fortunate to have a senior department. And I'm very thankful to be the director of the senior department, so thank you.

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

CLERK RICHARD MCCORMACK: Good evening. Just want to remind everybody that early voting will begin on October 25th at the senior center. The full schedule is available on the Orange County Board of Elections website as well as the city website and through our social media pages. Election Day is Tuesday, November 4th. The polls are open from 6 a.m. to 9 p.m. All the poll sites in Middletown remain the same.

If you have any questions, please feel free to call us here at the city clerk's office 845-346-4168 or reach out to the Board of Elections in Goshen. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the city clerk? Hearing none, remarks of aldermen. Alderman Tobin?

ALDERMAN SPARROW TOBIN: The mayor brought up the -- I was approached by the

Catskill Mountain Keepers about doing a week without driving. I tried a day, and made me feel really empathetic for people that don't have cars. I got a ride to work in the morning from a co-worker and a ride back. And -- because if I tried to take a bus in this city, I think it would lead to my job in Washingtonville, I would have to take a Coach bus to the city and then back to Washingtonville, which is impractical.

And then I figured I would go to the grocery store after work, but the -- I would be able to get there, but I wouldn't be able to get back because it closes early. And then I'd have to walk three-quarters of a mile to get the bus even though it drives by my house -- and then to go a mile and a half to Shoprite. So, you know, I only did it for a day, and it really made me feel for people that don't have access to cars.

The Hispanic Heritage Festival was amazing. I drove by at quarter to six. It was still -- the people were dancing. It was filled. Great food, so it's a terrific event.

And finally, I took part in the breast cancer walk in Monroe/Woodbury at the commons this weekend. I saw our Middies youth

cheerleaders there, Middletown Teachers Association, and a lot of other Middletown sports programs. So we were definitely well represented. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Yes.

Good evening. I'd like to thank Maria Bruni and her staff for all you do. Bringing -- you know, this is what we mean when we say Middletown is moving forward. We're not leaving anyone behind. It's great to see you bringing all the businesses in town together for us all to move forward, not just one person or two. Everyone is involved, and we are moving forward. Thank you, Maria, for what you do.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Johnson?

ALDERMAN PAUL JOHNSON: Thank you. So I'd like to address the pinball wizard. So thanks for bringing me back to a memory. It would be 1969, thank you. I would be in high school, thank you. And a good friend of mine bought two pinball machines and had them in his house. And we were so excited. It was

unbelievable. Like we can play pinball in your basement? Come on down. So thanks for the memories. That's not my original slogan. Somebody else said that.

Our silly season and Mr. Masi's remarks, you know, it just appears that honesty and integrity are not part of the portfolio and it's not going to change. So we need to kind of move on from that.

The steering committee, having sat on it along with Ms. Wray and Mr. Kleiner, I think -- I just want to say Kate does a great job. The people who compose the committee, it's just an amazing group.

Quoting our coop, somebody from Albany, somebody from Honor, Mayor's Office, private citizen, Fei Tian, school board, Gerry as the historian as we call him, and it's -- we've really done great work and I'm proud to be part of that. It's a little longer than I was planning on being on a committee, but I'm getting used to it.

Alondra's Pizza, I agree. Thumbs up. Hispanic heritage, out of the park. Knocked it out of the park. There were many things that

were good. What I really appreciated was the display of the international flags. It was kind of over on the side. I felt like I was at the U.N. And as a reminder, when you say Hispanic or Latino, whatever word you want to use, that are many, many different cultures, many, many different people, many, many different countries. And it was just a great event. Thank you for that. Thanks.

PRESIDENT J. MIGUEL RODRIGUES: All right.

ALDERWOMAN KATE WRAY: Good evening. Yeah, I love the word "unity". I've said it a thousand times I'm sure at this table in front of the city after some event or another because Middletown somehow figures out how to set an example that I think our entire nation should take a moment and follow.

Outside of our city, I think we're looking at probably the most divisive and, frankly, I think terrifying times for people who maybe don't look like me or other people on this board, but maybe like my kids. And I worry about them. And I worry about my kids I work with in the schools and their families. And to hear that

they're not going out and enjoying their lives that they're entitled to because they work here and they live here and they're paying the taxes here and they contribute to our society, and they deserve to be able to go out and have dinner and not be afraid.

And our kids should go to school and not be afraid about what happens when they get picked up. And that bothers me. And then I get to sit and I get the pleasure of living in this city with people from every walk of walk, every background, and we never fail at taking care of each other. Never. And we know how to interact together and come together and be one people.

Because at the end of the day here in Middletown, we're just Middies. And that's it at the end of the day. And I think we should all in this country remember that we are also Americans, and that includes every single person. Everyone.

And I want to thank you, young man, for what you're doing at Hillside. And you absolutely have our support. I think that's wonderful. And as rep for that ward, thank you. Thank you for what you do. And I think we need to highlight those are youth. This is us,

Middletown. We're doing amazing things, and we should just keep up the good work. I don't see why we would ever change a thing.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Kleiner.

ALDERWOMAN GERALD KLEINER: Thank you.

We'll have our constituents meeting, and I will remind people at the next meeting, but that is Second Ward meeting is November 10th. And I bring it up now because the mayor has kindly consented to be there for the beginning of the meeting. So if you have any questions for the mayor or -- about the Second Ward or about the city, please come for that. That's November 10th at 7 p.m. right here.

A lot of people to thank. America in Middletown was just amazing. And to find out that was put together on such short notice, Legislator Sutherland and I were in the line for Olympia's empanadas. There was just so much there. And you know, it emphasizes community, and that's what Middletown's about. It's about the sense of community. So I thank everyone who showed up. I think everyone who made it happen, and looking forward to next year.

I want to thank Parks and Rec. We had our historical society annual meeting at Davidge Park October 11th, and everything was nice. I think it was a little cooler day, so even the yellow jackets boycotted. So that was good.

So I thank Julisa and her staff because the senior center, it is more of a community center. And Mulberry House has been a tradition in Middletown for so long. But they do amazing things, and there is so much going on. You really have to look at the schedule to see.

I thank the people who showed up for the No Kings rally, both in Goshen, but particularly in Middletown and outside of Middletown in the town of Wallkill. It was an amazing turnout. And I know Donald Trump posted a video, a disgusting one of him flying a bomber and, you know, pooping on the participants. And that's not what the First Amendment is about.

And as Alderman Tobin said at the Goshen rally, you know, this -- going back to the Magna Carta 1,300 years ago in 1215, they agreed that kings were not above the law. And, you know, now we have a secretary of Homeland Security who thinks that habeas corpus is what

gives them the right to deport people. It's just -- that kind of ignorance, people who are governing us are right now, they are not about governing. They are about abusing, they are about fear, and they are about self-aggrandizement.

And this has been the biggest scam that we've ever seen. It is the most corrupt. And somebody whose hero is Al Capone because he could have his opponents killed. You know, you call them ICE, I call them the American Gestapo because they are above the law. I could on with that.

I want to congratulate also Rock Fantasy. They've been a big part of Middletown. I still have all my vinyl 45s and all my vinyl albums, so I will come talk to you sometime. And I think, you know, we have Halloween coming up. If you've never been on -- up Chappell Parkway and seen Dave Wardell's house, what an amazing job he does decorating for Halloween. So it's worth a trip up there just to see it.

And I understand why President Trump would pardon --

ALDERWOMAN GERALD KLEINER: Yeah, Mr. Santos --

ALDERMAN PAUL JOHNSON:
(Indiscernible).

ALDERWOMAN GERALD KLEINER: -- because he pardons all the liars and he pardons all the fraudsters. And he's -- it's just a part of who he is, and I don't know. So I've got a couple more months here. I'm going to keep speaking out because I think what goes on in Washington is a big part of what goes on in Middletown, and we have to keep being aware of it.

So the only time Donald Trump testified under oath, he took the Fifth Amendment 440 plus times. The only question he answered was, "Is your name Donald J. Trump?" And he said yes. And after that, nothing. So, you know, lying at your confirmation hearings has no consequences. And you see all the Trump appointees who've lied, including the supreme court who's lied through their teeth --

ALDERMAN PAUL JOHNSON:
(Indiscernible).

ALDERWOMAN GERALD KLEINER: -- at their confirmation hearings, but then when they do

completely the opposite, there's no consequences. So I don't know how we fix that, but it sure needs to be fixed. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green.

ALDERMAN ANDREW GREEN: Thank you.

Yeah, from one point of divisive history to another, Joseph, thank you for doing what you're doing. I have always been and always will be a -- I guess the term "buff" is what we say for Civil War people. But, you know, thank you for bringing light to those graves and those soldiers.

And, Mayor, you left out an important part of Joseph's family, that they are Second Ward residents. So -- but -- no, you and your family just do great things for the city and are so involved, so thank you so much. And so happy to support that project and can't wait to see it completed.

And then to Rock Fantasy, congratulations. Forty years is -- I won't say it. Well, it pre-dates me. But that's okay because, you know, I still love vinyl and my kids love when I put on vinyl. And I think that

that's the only way to listen to music the right way. That's the way it was intended. And I know there's studies that will back me up on that.

Other than that, you know, just let's keep Middletown rocking. Like you said, Kate, this is the place. There's nothing mid about Middletown. When you say Middies and, you know, there really isn't. We're above and beyond everything else and every -- you know, other city or township out there. WE just always come together and really put the unity in community. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Witt?

ALDERMAN KEVIN WITT: Thank you very much. I just also wanted to comment on Sunday and what a great day that was. Maria, congratulations. And I love the idea that this is going to become even bigger. That's fantastic. And what Alderman Johnson said about all the flags, it looked tremendous.

And the person who was the -- I guess the MC kept -- even in Spanish I could listen that he was trying to call out to find out who was from whatever area, and you'd hear cheers and

everything like that. So just a great day. And I ate too much. Empanadas and tres leches cake do not mix, so don't --

ALDERWOMAN KATE WRAY: (Indiscernible).

ALDERMAN KEVIN WITT: Yeah, but that's where I should've stopped. When I went to the cake, that was a problem. So -- but it was a great day. And I was sitting there watching to with a -- and it's amazing, and it speaks to the leadership in our city, that we had that space. Because not all that long ago we didn't.

And that was an incredible -- you had the people who were dancing and singing and doing their things, and then you had the people who were -- had the food, and everyone having a good time. And you had the skate park going on full tilt on a beautiful day --

ALDERMAN PAUL JOHNSON: Yeah. It was.

ALDERMAN KEVIN WITT: -- almost in November. So, you know, that's a pretty good thing.

I -- congratulations to Rock Fantasy. I bought an Overkill CD there. I was told that's where I should find it, and I did, and you helped me. I don't expect you to remember that, but I

knew that was where I had to go. So congratulations on impacting our city positively.

And just because I heard Gerry mentioning the Halloween thing, the school district Trunk-Or-Treat is Wednesday the 29th from 4:30 to 6 at the board office, 223 Wisner Avenue. So from 4:30 to 6. Little tighter this year, but -- there were a lot of people there the last couple of years, so we hope to see everybody. Thank you very much.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Masi.

ALDERMAN JOSEPH MASI: Yeah. I'd just like -- excuse me, I'd like to finish up. I hope people get to watch this meeting because this is what it's all about. We started with an Eagle Scout. We're getting to Rock Fantasy, someone that's been here over 40 years.

Our department heads came up. Maria, everything you guys have done, the mayor's done. This -- everything you heard tonight has been so positive. This is a team effort. Please, starting Saturday is early voting. Please don't sit back and think, well, they've got it made. The leadership of Mayor DeStefano and Council

President Rodrigues, along with the rest of this council, please get out there and vote. We want to continue to move forward and make things as positive as possible. We don't want to go backwards.

So give thought to that. If you think that you're not going to be able to vote on November 4th, which is Tuesday, please go out and check our early voting schedule and go out and cast that ballot.

The other thing is, just in case -- I can't remember if this was mentioned, but our next council meeting has been changed to Monday the 3rd because of the election on Tuesday the 4th. But once again, just think of all the good things that were mentioned tonight. And we got Jacob who takes care of the city to make sure that we can have all these things.

So let's continue to move forward.
Let's not go backwards. Thank you very much.

PRESIDENT J. MIGUEL RODRIGUES: And I'll wrap that up also. Congratulations to Rock Fantasy. I moved up here in 1989. It was my hang-out spot back in the day, so I'm not going to say what I did there, but we were always in

there hanging out. And congratulations on the 40th year.

2019 I took a road trip to Gettysburg, did some history about people who served in the Civil War, and found units from Middletown and everything. Now you put me onto probably going back to Gettysburg and seeing what we can find on everybody with the trip. So that's a great thing.

The -- we heard flags, flags, flags, flags. What we also saw were little kids holding up American flags and welcoming everybody. And that's what matters. That's what makes Middletown. I wasn't born here. Wasn't born in this country. I came here illegally, and I know the feeling that everybody's feeling it. And to see little kids being happy dancing holding an American flag means everything to Middletown.

And seeing that and the mayor, the mayor mentioned that we both -- you know, we're seeing everything. And people joked around and everything, but to see everybody from the different countries, Latin America and everything, and then seeing the kids, they're holding up their flag, which is the American

flag, and waving it and dancing. And that's what makes Middletown.

It didn't matter who you were. Dr. Johnson was sitting there trying to register. I think we got two people to register to vote. You know, we were out there trying to do whatever we could and introducing and telling people what our programs are and everything, and that's what -- it means a lot to everybody.

So again, that's what Middletown -- that's why I chose to live here. That's why I chose to raise my family here. And I think, you know, what Mr. Masi said it's a team effort, we get the job done. We're not perfect. We learn. We've learned from our mistakes and we move forward. But that's key. Now new business.

CLERK RICHARD MCCORMACK: Thank you. Good evening. We have a resolution sponsored by Alderman Witt authorizing a budget transfer within the 2025 Recreation and Parks budget.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi authorizing a budget transfer from the general fund to cover the cost of five speed bumps.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi. Seconded by Alderwoman Wray. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Green
authorizing a subdivision/lot line change for 2
Low Avenue, Section -- SBL 17-3-14.1.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Kleiner
authorizing a cable television franchise

agreement between Spectrum Northeast, LLC, and the City of Middletown.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Green. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderwoman Wray
authorizing the acceptance and use of supplement
insurance check from the police vehicle/motor
vehicle accident.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderwoman Wray.

Seconded by Alderman Tobin. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries. A
resolution sponsored by Alderman Johnson
accepting the 2025/2026 passenger safety grant.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries. A
resolution sponsored by Alderman Tobin accepting
the 2025/2026 police traffic services grant.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.
Resolution sponsored by Alderman Jean-Francois
authorizing a budget transfer within the 2025
civil service budget.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Abstain.

CLERK RICHARD MCCORMACK: Mr. Masi
abstains. President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi authorizing
a budget transfer within the 2025 fire department
budget.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries. A
resolution sponsored by Alderman Witt authorizing
-- I'm sorry, a resolution sponsored by Alderman
Witt seeking a notice of determination of non-
significance for the Maple Hill Park/Splashpad
project pursuant to SEQRA.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries. A resolution sponsored by Alderman Green authorizing a donation of flagstone for an Eagle Scout project at Hillside Cemetery.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Kleiner authorizing occupancy agreement with Dumped Stray Animal Rescue, Inc.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Johnson. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Johnson calling for a public hearing on proposed changes to the

bulk table requirements in the downtown mixed use district.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson.

Seconded by Alderwoman Wray. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Kleiner
authorizing an amendment to city code to
establish a handicapped parking space in front of
184 Linden Avenue.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Green. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

PRESIDENT J. MIGUEL RODRIGUES: Audit?

ALDERMAN JOSEPH MASI: Mr. President, I
move the accounts be audited, the claims be
adjusted, and the city treasurer be authorized to
issue warrants for their payment.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Masi. Seconded
by Alderman Johnson. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.
Decision Jean-Francois?

PRESIDENT J. MIGUEL RODRIGUES: Oh, we
only have one?

ALDERMAN JUDE JEAN-FRANCOIS: Yes.
Resolution authorize amending the city code to
remove two-hour parking restriction on Highland
Avenue Extension. Be it resolved that the Code
of City of Middletown Chapter 460, vehicles, and
traffic be hereby as amended as follows. Street,
Highland Avenue Extension between West Main
Street and Hanford Street.

Easterly side, remove existing two-
hours parking restriction, no parking up to 20
feet from each intersection. Westerly side,
design it as no parking for the entire length

between intersection with no parking here to corner. Restriction to remain and placed within 20 feet of each intersection.

PRESIDENT J. MIGUEL RODRIGUES: We have a motion by Alderman Jean-Francois. It does say on Highland Avenue Extension. It's not Highland Avenue Extension.

MAN 1: Highland Avenue.

PRESIDENT J. MIGUEL RODRIGUES:
Highland Avenue.

CLERK RICHARD MCCORMACK: Might --
yeah.

PRESIDENT J. MIGUEL RODRIGUES: Yeah.

ALDERWOMAN KATE WRAY: Motion to amend
to Highland Avenue.

CLERK RICHARD MCCORMACK: I wondered
that myself actually.

ALDERMAN PAUL JOHNSON: Second.

PRESIDENT J. MIGUEL RODRIGUES: Motion
by -- well, actually -- so I have a motion by
Alderman Jean-Francois. Do I have a second?
Second by Alderman Green. Do I have a motion to
amend?

ALDERWOMAN KATE WRAY: Motion to amend
to Highland Avenue.

PRESIDENT J. MIGUEL RODRIGUES: Wray.

Second by Alderman Masi.

ALDERMAN PAUL JOHNSON: As amended?

CLERK RICHARD MCCORMACK: All those in favor of the amendment?

PRESIDENT J. MIGUEL RODRIGUES: All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: Any discussion on the resolution? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

PRESIDENT J. MIGUEL RODRIGUES: Move
for adjournment?

ALDERMAN PAUL JOHNSON: I'll move.

ALDERWOMAN KATE WRAY: So move.

(Adjourned)

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

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



Sonya M. Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: December 1, 2025



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
OCTOBER 21, 2025**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of September 16, 2025
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
 - 4.1. Request for a Zoning Change
5. FOR THE GOOD OF THE CITY
 - 5.1. Special Recognition: Stephen Keeler, Rock Fantasy
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 278- Resolution Authorizing a Budget Transfer within the 2025 Recreation & Parks
25 Budget
 - 279- Resolutions Authorizing a Budget Transfer from the General Fund Balance to Cover the
25 Cost of Five Speed Humps
 - 280- Resolution Authorizing Subdivision / Lot Line Change 2 Low Avenue – SBL 17-3-
25 14.1

- 281- Resolution Authorizing a Cable Television Franchise Agreement Between
25 Spectrum Northeast, LLC and the City of Middletown
- 282- Resolution Authorizing the Acceptance and Use of a Supplemental Insurance
25 Check from Police Vehicle MVA
- 283- Resolution to Accept 2025-2026 Child Passenger Safety Grant
25
- 284- Resolution to Accept 2025-2026 Police Traffic Services Grant
25
- 285- Resolution Authorizing a Budget Transfer within the 2025 Civil Service Budget
25
- 286- Resolution Authorizing a Budget Transfer within the 2025 Fire Department Budget
25
- 287- Resolution And Notice of Determination of Non-Significance for The Maple Hill
25 Park Splash Pad Project Pursuant To SEQRA
- 288- Resolution Authorizing Donation of Flagstone for an Eagle Scout Project at
25 Hillside Cemetery
- 289- Resolution Authorizing Occupancy Agreement with Dumped Stray Animal Rescue,
25 Inc.
- 290- Resolution Calling for A Public Hearing on Proposed Changes to The Bulk Table
25 Requirements in The Downtown Mixed Use (DMU) District
- 291- Resolution Amending the City Code to Establish a Handicapped Parking Space in
25 Front of 184 Linden Avenue
- 292- Resolution Authorizing an Amendment to City Code to Remove 2 Hour Parking
25 Restrictions on Highland Avenue

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT

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

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

Dear Members of the City Council,

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

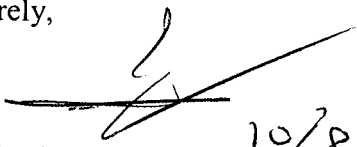
The proposed zoning change aligns with the city's goals of promoting economic development, increasing housing availability, and enhancing community services such as creating parks with walking trails and picnic areas. The property's location at 137 Linden Ave can not only increase the housing capacity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

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

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

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

Sincerely,



10/8/2025

Charlie Jiang
Property Owner



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderwoman Wray
Date of Adoption: October 21, 2025
Index No:

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

Richard P. McCormack

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	✓			
Ald. Jean-Francois	✓			
Ald. Johnson	✓			
Ald. Wray	✓			
Ald. Kleiner	✓			
Ald. Green	✓			
Ald. Witt	✓			
Ald. Masi	✓			
Pres. Rodrigues	✓			
Total	9			

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano
Joseph M. DeStefano, Mayor

10/23/25
Date

Accept the Minutes of September 16, 2025

Accept the Minutes of September 16, 2025

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	09.16.25 CC Minutes
----	---------------------

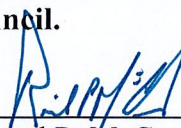


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

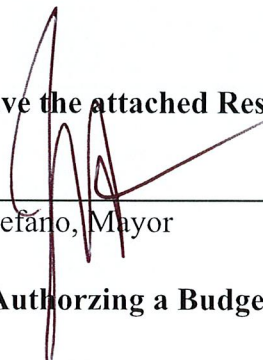
By: Alderman Witt
Seconded by: Alderman Johnson
Date of Adoption: October 21, 2025
Index No: 278-25

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


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 10/23/25

Resolution Authorizing a Budget Transfer within the 2025 Recreation & Parks Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$15,000, in the following manner,

FROM	TO	AMOUNT
A.7200.100 Camp Personnel	A.7020.440 General Recreation Repairs to Equipment	\$15,000

Due to unforeseen repair expenses to our 2017 Ford Garbage Truck. We just spent \$13,609.69 on repairs at Healey Brothers for a leaking upper engine oil pan and leaking driver injector seals. Now we need additional repairs due to the damage from the leaking oil, and it also needs an alignment because it just got new tires. These additional repairs are estimated to be \$12,000.

Prepared by:

Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: Alderwoman Wray
Date of Adoption: October 21, 2025
Index No: 279-25

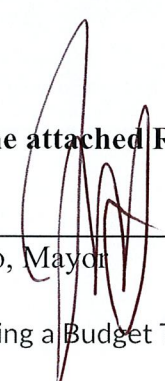
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.



Richard P. McCormack
Clerk to the Common Council

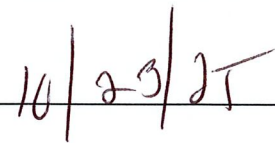
Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.



Joseph M. DeStefano, Mayor

Date



Resolutions Authorizing a Budget Transfer from the General Fund Balance to Cover the Cost of Five Speed Humps

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$16,824.84 in the following manner, to cover the attached quote for five speed humps and speed hump signs that will be placed at select locations within the city.

FROM	TO	AMOUNT
General Fund	A.5110.450	\$16,824.84
	Material and Supplies	

Prepared by:

Attachments:

1.	Transfer of Funds 10-8-25-speed Humps
2.	Speed Humps

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: October 8, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds-Speed Humps

We respectfully request a transfer from the General Fund to cover the attached Quote for five speed humps and speed hump signs that will be placed at select locations within the city.

	FROM	AMOUNT	TO
1.	General Fund	\$16,824.84	A.5110.450 Street Material & supplies

Thank you.

JT/MC

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: October 8, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works 
Re: Transfer of Funds- Speed Humps

We respectfully request a transfer from the General Fund to cover the attached Quote for five speed humps and speed hump signs that will be placed at select locations within the city.

	FROM	AMOUNT	TO
1.	General Fund	\$16,824.84	A.5110.450 Street Material & supplies

Thank you.

JT/MC

Mary Connolly

From: Barco Products <sales@barcoproducts.com>
Sent: Monday, October 6, 2025 10:41 AM
To: Mary Connolly
Subject: Barco Products: Quote# QUORCO28303

Dear Mary Connolly:

Thank you for your interest in Barco Products. Below is the quote you have requested. Kindly review the details for accuracy and let us know if any changes are necessary or when you are ready to proceed with the order. **Please note that the product pricing is valid for 30 days and, due to current market uncertainties, cannot be extended beyond that period.**

We look forward to doing business with you.

Thank you,

Alisha
 Barco Products Sales Representative
 (630) 845-5476

P.S. KirbyBuilt and TreeTop Products are officially united under one name: **Barco Products**. This means one trusted source for all your commercial site furnishing needs. You will see additional names and SKU numbers on select products to help customers during this transition. Barco Products will appear on your billing statement and order confirmation. If you have any questions, we're here to help:

USA: (800) 338-2697

Canada: (866) 538-5848

Please review our company's Product Warranty, Shipping Policy, and Return Policy as stated at the bottom of our website: before placing your order.



Quote

Barco Products, LLC
 24 N Washington Ave
 Batavia IL 60510
 (800) 338-2697
 customerservice@barcoproducts.com

Account Number - 369395

Estimate # QUORCO28303

10/6/2025

Customer

Mary Connolly
 City of Middletown
 16 James St
 Middletown NY 10940

Ship To

Ross Mastria
 City of Middletown NY
 76 Monhagen Ave
 Middletown NY 10940

Barco SKU

Qty

Rate

Amount

Estimated Lead Time

06JBPSHME

25' Premium Speed Hump (Yellow/Black)

5

\$2,519.00

\$12,595.00

Ships in 1 - 2 Weeks

Barco SKU	Qty	Rate	Amount	Estimated Lead Time
KDL6310AR Speed Hump Warning Sign - Reflective Aluminum - 18" x 18"	10	\$77.00	\$770.00	Ships in 1 - 2 Weeks
KVE9500AR Custom Aluminum Signs/ 12" x 18" Sign Custom Sign Color Combination: Black Font on Yellow Sign Custom Sign Text: CAUTION SPEED HUMP AHEAD Proof Number: TBD	10	\$159.00	\$1,590.00	Ships in 1 - 2 Weeks
LIFTGATE Liftgate Fees	1	\$90.00	\$90.00	
Subtotal			\$15,045.00	
Tax Total (%)			\$0.00	
Shipping			\$1,779.84	
Total			\$16,824.84	

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

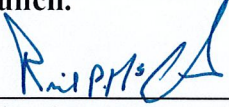


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

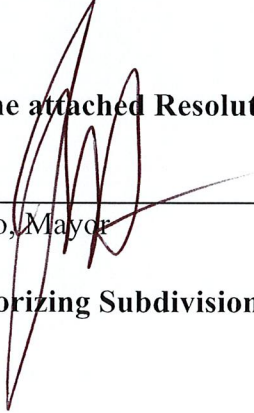
By: Alderman Green
Seconded by: Alderman Witt
Date of Adoption: October 21, 2025
Index No: 280-25

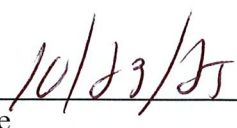
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing Subdivision / Lot Line Change 2 Low Avenue – SBL 17-3-14.1

WHEREAS, the City of Middletown is the owner of property located at 2 Low Avenue, identified on the tax map of the City of Middletown as Section 17, Block 3, Lot 14.1; and

WHEREAS, the City of Middletown desires to approve a subdivision and lot line change affecting said parcel in order to facilitate appropriate property boundaries and future use; and

WHEREAS, the Common Council has reviewed the proposed subdivision and lot line adjustment, including the accompanying maps and materials, and finds that the proposal complies with applicable provisions of the City Code and New York State law; and

WHEREAS, the Common Council has determined that the proposed action will not result in any significant adverse environmental impacts and is consistent with the orderly development of the

surrounding area;

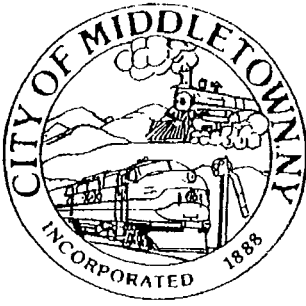
NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown hereby authorizes and approves the subdivision and lot line change for the property located at 2 Low Avenue, SBL 17-3-14.1; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Middletown, or his designee, is hereby authorized to execute any and all necessary documents to effectuate said subdivision and lot line change;

Prepared by:

Attachments:

1.	Subd App Lot 14.1 (002)
2.	Scan2025-10-21 130433



**City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00**

Number of Lots of the Subdivision 1 Current Zone I-1

Section 17 Block 3 Lot 14.1

Address of Subject Property 2 Low Avenue

Owner of Property City of Middletown

Owner Address 16 James Street

City Middletown State NY Zip 10940

Telephone: Home 845-343-3169 Cell:

Email mayor@middletown-ny.com

Applicant Name City of Middletown

If different from Owner
Applicant Address 16 James Street

City Middletown State NY Zip 10940

Telephone: Home 845-343-3169 Cell:

Email mayor@middletown-ny.com

Minor (2-3 lots) _____	\$250.00	Paid _____
Plus Escrow _____	\$100.00	Paid _____
Major (over 3 lots) _____	\$500.00	Paid _____

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

Proposed uses; List the number of proposed lots and uses, which are to be created by this subdivision if approved. Additional sheets may be attached if more space is required.

The applicant is proposing a lot line change, the existing property will be used as a daycare.

Zoning; In the space provided list all lots or areas which would require a re-zoning of any zoning district. List all factors dealing with the requested re-zoning. Additional sheets may be attached if more space is required.

N/A

Non Compliance of Zoning; In the space provided list all lots, which are not in compliance with the zoning regulations of the City of Middletown. Provide all information from the zoning ordinance in which the lot is non-compliant and the reasons therefore. Additional sheets may be attached if more space is required.

N/A

NOTE; if any of the new lots are non-compliant to the City of Middletown zoning code you may be required to apply to the ZBA for a variance.

A notarized letter from the property owner granting permission to seek the zone change or addition, if the applicant is not the owner, is required for all applications.

NOTE: As per SEQRA law a short form EAF will be required with all applications

Sign at the place indicated and print name

Signature of applicant _____

Print Name and title _____ Date _____

TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

A fee of \$250.00 was collected on _____

Escrow Amount \$100.00 on _____

Signature of Clerk or Designee

Date

10/23/21

Application & Instructions for Subdivisions

A subdivision application is deemed to be accepted by the Common Council when completed applications along with the required fees are in possession of the Clerk.

All applications will be referred to the Common Council Planning Committee. Placement on the agenda is on a first come, first serve basis. The Committee chairperson will schedule the meeting and you will be notified of the date and time. Applications must be in possession of the chair of the Committee at least two weeks before the scheduled meeting.

Each application for a subdivision shall be accompanied by a non-refundable fee of \$250.00 and an escrow fee of \$100.00 used for the public hearing notice. If the entire escrow amount is not used the balance will be refunded to the applicant. The clerk office will require 14 copies of the application and subdivision maps submitted with all the fees.

Additional fees may be required if the Common Council determines that an engineer's review is necessary. If an engineer's review is necessary the applicant must deposit \$500.00 with the clerk to cover engineering fees. If the entire amount is not used the balance will be refunded to the applicant. Additional amounts may be required if necessary.

The Common Council shall fix the time of the public hearing after the Committee has approved the subdivision. Notice of the public hearing shall be published in the official City newspaper for two successive days. Publication of such notice shall begin at least five days before the hearing. The Common Council may require giving additional notice to persons particularly interested or affected in any given location.

A list of names and addresses will be given to you after the Committee approves the subdivision. A letter when the public hearing will be scheduled will be supplied to you and you will be required to mail to all names and addresses when the public notice is in the official newspaper. You will be required to supply a proof of mailing from the post office at the public hearing. If this proof of mailing is not supplied at the public hearing, the hearing will be canceled.

At the public hearing, a presentation of the facts of the subdivision is required by the applicant. You may present all information and data you desire. You may be represented by anyone of your choice. The public will also be provided an opportunity to speak. The members of the Common Council or staff may ask you questions.

If the Common Council approves, at the next scheduled meeting the resolution will be on the agenda to approve the subdivision.

If the subdivision is granted you will have to provide final plans with any changes for the Commissioner of Public Works and the City Clerk to sign and then you will also be required to submit to the County. The City of Middletown will require two (2) final signed paper copies and one (1) PDF copy submitted to the City Clerk.



FROM THE OFFICE OF THE
CLERK OF THE
COMMON COUNCIL
John C. Naumchik
CITY OF MIDDLETOWN NY
WWW.MIDDLETOWN-NY.COM
Email: jnaumchik@middletown-ny.com

OWNERS ENDORSEMENT

COUNTY OF ORANGE
STATE OF NEW YORK

Mayor Joseph DeStefano being duly sworn, deposes and says that he/she resides

at 15 Highland Ave N in the County of Orange and

State of New York and that he/she is the owner in fee or Mayor
OFFICIAL TITLE

of the City of Middletown Corporation which is the owner

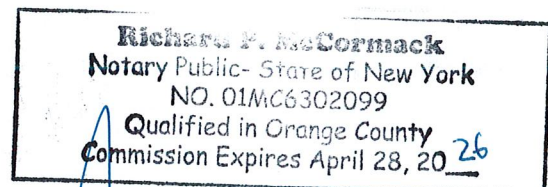
in fee of the premises described in the forgoing application and that he/she has authorized

Fusco Engineering & Land Surveying, DPC to make the foregoing application for

approval as described herein.

Sworn before me this 23 day of Oct 2025

NOTARY PUBLIC




OWNERS SIGNATURE

16 James Street
Middletown, NY 10940

Phone 845-346-4168
Fax 845-344-5428



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

THE FOLLOWING WAS PRESENTED

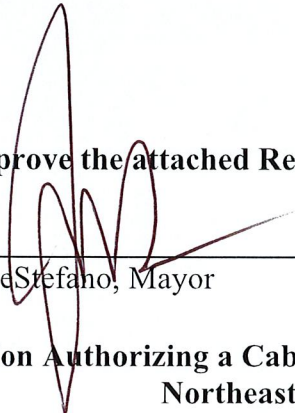
By: Alderman Kleiner
Seconded by: Alderman Green
Date of Adoption: October 21, 2025
Index No: 281-25

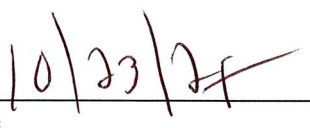
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing a Cable Television Franchise Agreement Between Spectrum Northeast, LLC and the City of Middletown

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes a Cable Television Franchise Agreement Between Spectrum Northeast, LLC and the City of Middletown

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	PH Notice of Publication Aff.
----	-------------------------------

2.	2025 Franchise Agreement
----	--------------------------

LOCALIQ

Observer-Dispatch | Daily Messenger
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631202 Cincinnati, OH 45263-1202

AFFIDAVIT OF PUBLICATION

Richard McCormack
City of Middletown
16 James ST
Middletown NY 10940-5724

STATE OF NEW YORK, COUNTY OF ORANGE

The Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Pike, PA and Sullivan Counties, published in the English language in the City of Middletown, County of Orange, State of New York printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

09/29/2025

and that the fees charged are legal.
Sworn to and subscribed before on 09/29/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$50.33

Tax Amount: \$0.00

Payment Cost: \$50.33

Order No: 11695680

Customer No: 684389

PO #: 10.6 Public Hearing

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

**For the Approval of a Cable Television
Franchise Agreement Between Spectrum
Northeast, LLC and the City of Middletown**

PLEASE TAKE NOTICE that the **Common Council of the City of Middletown** will hold a **Public Hearing** on **Monday, October 6, 2025, at 7:30 p.m.** (or as soon thereafter as the matter may be heard) in the **Common Council Chambers, 16 James Street, 2nd Floor, Middletown, NY 10940**, regarding the proposed grant of a cable television franchise agreement by and between the **City of Middletown and Spectrum Northeast, LLC**, an indirect subsidiary of Charter Communications. A copy of the proposed agreement is available for public inspection during normal business hours at the **Office of the City Clerk, 16 James Street, Middletown, New York.**

At such public hearing, all interested persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: September 23, 2025

Richard P. McCormack
City Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Middletown, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 herein.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of New York.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the “Service Area”) in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor’s written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee’s installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee’s expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days ‘written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to *five percent (5%)* of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success-based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from

such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Joseph M. DeStefano
Mayor, City of Middletown
16 James Street
Middletown, NY 10940
mayordestefano@yahoo.com

Grantee: Brendan Cahill
Manager, State Government Affairs

Charter Communications/Spectrum
120 East 23rd Street, 11th Floor
New York, NY 10010
Email: Brendan.Cahill@Charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this 23 day of October, 2025.

Joseph M. DeStefano, Mayor
City of Middletown

Signature: _____

Name/Title: MAYOR

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

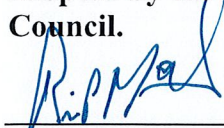


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
Seconded by: Alderman Tobin
Date of Adoption: October 21, 2025
Index No: 282-25

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


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 10/23/25

Resolution Authorizing the Acceptance and Use of a Supplemental Insurance Check from Police Vehicle MVA

WHEREAS, the City of Middletown Police Department received a supplemental insurance check in the amount of **\$1,015.00** as reimbursement for expenses related to the removal and installation of lighting in **Police Vehicle #9**, which was involved in a motor vehicle accident on **August 9, 2025**; and

WHEREAS, it is necessary to allocate said funds appropriately to ensure payment of the invoice associated with this repair work;

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

- Increase **Revenue Account A.2680 – Insurance Recoveries** by **\$1,015.00**
- Increase **Expense Account A.3120.440 – Police Department Contractual** by **\$1,015.00**

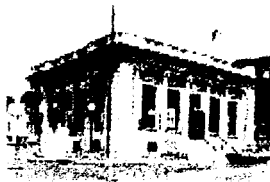
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to effectuate this transaction.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	supplemental insurance check
----	------------------------------

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

October 14, 2025

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting approval for the Police Department to utilize the supplemental insurance check in the amount of \$1,015.00 for reimbursement to remove and install the lighting in police vehicle #9 that was involved in an MVA on 8/9/2025.

We are kindly requesting this revenue be added to the Insurance Recovery Account A.2680. Additionally, we will need an increase to our A.3120.440 expense line by the same, in order to make payment on the invoice for the cost of this transaction.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Ewanciw". The signature is stylized with a large, looped "J" and a cursive "E".

John Ewanciw
Chief of Police

JE:ccd

THE TRAVELERS - TRAVELERS TOTAL LOS
TRAVELERS TOTAL LOSS - SALVAGE
60 LAKEFRONT BLVD.
BUFFALO NY 14202

SA03562

896D 99928150

TRAVELERS 

DATE: 10/03/25

LOSS DATE: 08/09/25

FILE NUMBER: 007 PP F6H8980 E

ATTN: SGT. WELCH
2 JAMES STREET
MIDDLETOWN NY 10940

AGENT:
MARSHALL & STERLING INC

ACCOUNT NAME:
CITY OF MIDDLETOWN

THE TRAVELERS INDEMNITY COMPANY

EXPLANATION OF PAYMENT

Collision \$1015.00
TOTAL PAID \$1015.00

EQUIPMENT REMOVAL INVOICE PAYMENT
2023 FORD EXPLORER P 1FM5K8AB4PGB58966

FOR ADDITIONAL INFORMATION, CONTACT: CUSTOMER SERVICE UNIT AT (877)331-0238

76003598

DETACH CHECK

UNSUMM -111:
OVRPUN2-121:
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.
One Penns Way
New Castle DE 19720

TRAVELERS 
60 LAKEFRONT BLVD.
BUFFALO NY 14202
(877)331-0238

896D 99928150 62-2C
311

DATE ACCOUNT NUMBER FILE NUMBER
10/03/25 J99 007 PP F6H8980 E

ONE THOUSAND FIFTEEN AND 00/100

PAY: \$****1,015.00

DJO

PAY TO THE ORDER OF MIDDLETOWN POLICE DEPARTMENT
2 JAMES STREET
MIDDLETOWN NY 10940

007179
SA03562


AUTHORIZED SIGNATURE

⑈99928150⑈

⑆031100209⑆

38622892⑈

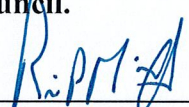


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

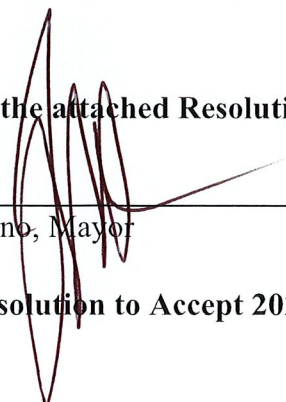
By: Alderman Johnson
Seconded by: Alderman Jean-Francois
Date of Adoption: October 21, 2025
Index No: 283-25

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


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 10/23/25

Resolution to Accept 2025-2026 Child Passenger Safety Grant

WHEREAS, the City of Middletown Police Department has been awarded a grant in the amount of **\$2,335.00** to participate in the statewide **“Child Passenger Safety”** program effective **October 1, 2025, through September 30, 2026**; and

WHEREAS, this funding is provided to increase the proper use and installation of child safety seats throughout New York State, and to cover the cost of recertification fees for the City’s certified car seat Technicians/Officers;

NOW, THEREFORE, BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment**, and hereby authorizes acceptance of the **Child Passenger Safety Grant** in the amount of **\$2,335.00**; and

BE IT FURTHER RESOLVED, that the grant revenue be appropriated to the corresponding

budget expense line as follows:

- Increase **Expense Account A.3189.450 – Child Passenger Safety Program** by **\$2,335.00**

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to effectuate this grant award.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	CPS grant
----	-----------

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

October 14, 2025

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

RE: CPS 2026-Middletown PD-00068-(036)
CFDA# 20.616
Child Passenger Safety Program

Dear Mayor DeStefano and Members,

The City of Middletown Police Department has been awarded \$2,335 to participate in the statewide "Child Passenger Safety" program effective October 1, 2025 through September 30, 2026.

This grant money was given in an effort to increase the proper use and the installation of child safety seats in New York State, and to cover the cost of recertification fees for our certified car seat Technicians/Officers.

Upon approval, I am kindly requesting that this funding be added to the Child Passenger Safety budget expense line A.3189.450.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Ewanciw". The signature is stylized with a large, looped initial "J" and a cursive "Ewanciw".

John Ewanciw
Chief of Police

JE:ccd

JUSTIN O'CONNOR
Director



Department of Motor Vehicles

(518) 474-0972
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 13, 2025

Jacqueline Welch
Sergeant
Middletown City Police Department
2 James Street
Middletown, NY 10940-5710

Re: CPS-2026-Middletown City PD -00068-(036)
Child Passenger Safety Program
SA00003325
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2025

Dear Sergeant Jacqueline Welch:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Middletown City Police Department has been awarded \$2,335 to participate in the statewide "Child Passenger Safety" program. Our goal is to increase the proper use and installation of child safety seats in New York State.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin O'Connor".

Justin O'Connor
Director

JMO:bp
cc: Leonora Liz



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

THE FOLLOWING WAS PRESENTED

By: Alderman Tobin
Seconded by: Alderman Johnson
Date of Adoption: October 21, 2025
Index No: 284-25

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

10/23/25

Date

Resolution to Accept 2025-2026 Police Traffic Services Grant

WHEREAS, the City of Middletown Police Department has been awarded grant funding in the amount of **\$18,480.00** from the **New York State Governor's Traffic Safety Committee** for participation in the "**Police Traffic Services**" program effective **October 1, 2025**; and

WHEREAS, the purpose of this award is to promote highway safety by increasing seat belt usage and reducing aggressive, speeding, distracted, and other dangerous driving behaviors, thereby helping to prevent serious injury and death resulting from traffic crashes; and

WHEREAS, it is necessary to authorize acceptance of this award and adjust the Police Department budget to utilize said funds;

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

acceptance of the **Police Traffic Services Grant** in the amount of **\$18,480.00**; and

BE IT FURTHER RESOLVED, that **Expense Account A.3124.103 – Police Traffic Services (Overtime)** be increased by **\$18,480.00** to reflect the receipt and use of these funds; and

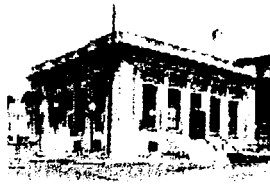
BE IT FURTHER RESOLVED, that the **Mayor** is hereby authorized to execute the attached **grant contract and any related documents** necessary to effectuate this award.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	PTS grant
----	-----------

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

October 14, 2025

Honorable Joseph M. DeStefano
Mayor- City of Middletown
City Hall
Members of the City of Middletown Common Council
16 James Street
Middletown, NY 10940

RE: Police Traffic Services 2025-Middletown City PD-00061-(036)

Dear Mayor DeStefano and Members of the Council:

We are requesting permission to accept an award in the amount of \$18,480 given to us by the New York State Governor's Traffic Safety Committee for the use in the "Police Traffic Services" program effective October 1, 2025.

The purpose of this award is to increase seat belt usage and reduce aggressive, speeding, distracted and other dangerous driving behaviors in an effort to reduce serious injury or death from traffic crashes.

Please prepare a resolution authorizing the mayor to sign the attached contract. Upon approval, I am asking that our Traffic Services budget line A.3124.103 be increased by this amount for the use of Overtime.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Ewanciw". The signature is stylized with a large, sweeping "J" and a cursive "Ewanciw".

John Ewanciw
Chief of Police

JE:ccd

JUSTIN O'CONNOR
Director



Department of Motor Vehicles

(518) 474-0972
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE 6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 25, 2025

Jacqueline Welch
Sergeant
Middletown City Police Department
2 James Street
Middletown, NY 10940-5710

Re: PTS-2026-Middletown City PD -00061-(036)
Police Traffic Services
T007407
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2025

Dear Sergeant Jacqueline Welch:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Middletown City Police Department has been awarded a total of \$18,480 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$5,280
Regular PTS Enforcement	\$13,200
Other Than Personal Services	\$0
Grand Total	\$18,480

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

[TrafficSafety.ny.gov](https://trafficsafety.ny.gov)

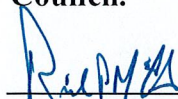


CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Jean-Francois
Seconded by: Alderman Johnson
Date of Adoption: October 21, 2025
Index No: 285-25

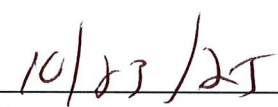
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing a Budget Transfer within the 2025 Civil Service Budget

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$257 in the following manner, to cover additional agility tests for the Fire and Police Departments.

FROM	TO	AMOUNT
A.1430.490 Printing	A.1430.400 Contractual	\$157.00
A.1430.480 Office Expense	A.1430.400 Contractual	\$100.00

Prepared by:

Attachments:

1.	Civil Service Transfer Request
----	--------------------------------

MEMO

To: Board of Estimate

From: Pam Welch, Civil Service

October 14, 2025

Re: Transfer of Funds

Please include on the next Board of Estimate meeting agenda the following transfers of funds.

Transfer \$157.00 from my Printing account #1430.490 to my Contractual account #1430.400.

Transfer \$100.00 from my Office expense account #1430.480 to my Contractual account #1430.400.

Between the Fire department and Police department we have had to hold multiple agilities for both departments. More agilities that in past years. Payment for the monitors for these agilities comes out of my Contractual account.

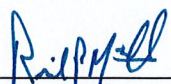


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

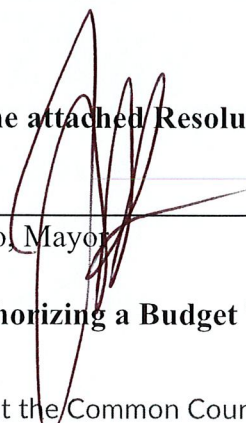
By: Alderman Masi
Seconded by: Alderman Kleiner
Date of Adoption: October 21, 2025
Index No: 286-25

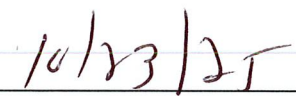
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing a Budget Transfer within the 2025 Fire Department Budget

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$100,000, in the following manner, to cover additional overtime coverage due to two retirements & two resignations.

FROM	TO	AMOUNT
A.3410.100	A.3410.103	\$100,000
Personal Services	Overtime	

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	Transfer 2025 Overtime
----	------------------------

October 15,2025

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

The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to transfer the following monies to the 2025 Fire Department Operating Budget:

FROM	AMOUNT	TO
A.3410.100 Personal Services	\$100,000.00	A.3410.103 Overtime

Additional overtime coverage due to two retirements & two resignations.

Sincerely,

Bob Brady
Fire Chief

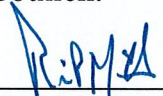


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

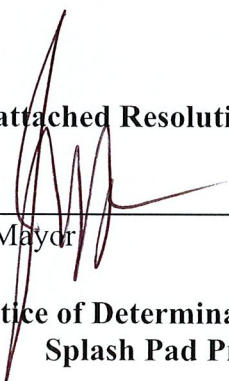
By: Alderman Witt
Seconded by: Alderman Green
Date of Adoption: October 21, 2025
Index No: 287-25

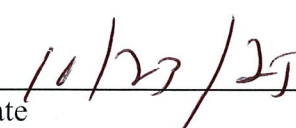
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 

**Resolution And Notice of Determination of Non-Significance for The Maple Hill Park
Splash Pad Project Pursuant To SEQRA**

**CITY OF MIDDLETOWN COMMON COUNCIL
RESOLUTION AND NOTICE OF DETERMINATION
OF NON-SIGNIFICANCE PURSUANT TO 6 NYCRR 617.10**

WHEREAS, the City of Middletown Common Council wishes to have a new Splash Pad constructed in the swimming pool area in Maple Hill Park, and

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

WHEREAS, the Common Council is the only involved agency under SEQRA for this construction, and

WHEREAS, the Common Council has received a Short Environmental Assessment Form describing this action, and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Middletown Common Council declares itself Lead Agency with respect to this intended construction pursuant to 6 NYCRR § 617.6(b)(1), and be it

FURTHER RESOLVED that the Common Council, after reviewing the materials of this proposal, including the Short EAF, hereby determines that this intended construction is an Unlisted Action under SEQRA, and be it

FURTHER RESOLVED that the Common Council hereby declares that this proposed action will not result in a significant adverse impact on the environment, and an environmental impact statement will not be prepared for this proposed construction, and be it

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

Prepared by:

Attachments:

None

Short Environmental Assessment Form

Part 1 - Project Information

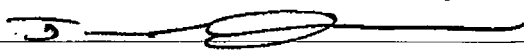
Instructions for Completing

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

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

Part 1 – Project and Sponsor Information							
Maple Hill Park Splash Pad, City of Middletown							
Name of Action or Project: Construct a New Splash Pad							
Project Location (describe, and attach a location map): California Ave/Co Rte 78, Middletown NY 10940. SBL 28-14-1.2							
Brief Description of Proposed Action: Project includes the construction of a new 83'x42' water Splash Pad at the south east corner of Maple Hill Park. Project will include grading, building sub-base, underground piping/tubing, liner and splash equipment and pumps.							
Name of Applicant or Sponsor: City of Middletown		Telephone: 845-343-3169					
		E-Mail: DPW@Middletownny.gov					
Address: 16 James St							
City/PO: Middletown		State: NY	Zip Code: 10940				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS, OCDOH			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☐</td> <td>☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3. a. Total acreage of the site of the proposed action?		18.8 acres					
b. Total acreage to be physically disturbed?		0.3 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		18.8 acres					
4. Check all land uses that occur on, are adjoining or near the proposed action:							
☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)							
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):							
☒ Parkland							

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☒ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☐	☒
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☒
If Yes, briefly describe: _____ Runoff will sheet flow towards Maple Hill Pond and tributary to Monhagen Brook.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>City of Middletown Common Council</u> Date: <u>6/19/2025</u> Signature: <u></u> Title: <u>Commissioner of Public Works</u>		

PRINT FORM

Short Environmental Assessment Form

Part 1 - Project Information

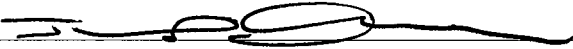
Instructions for Completing

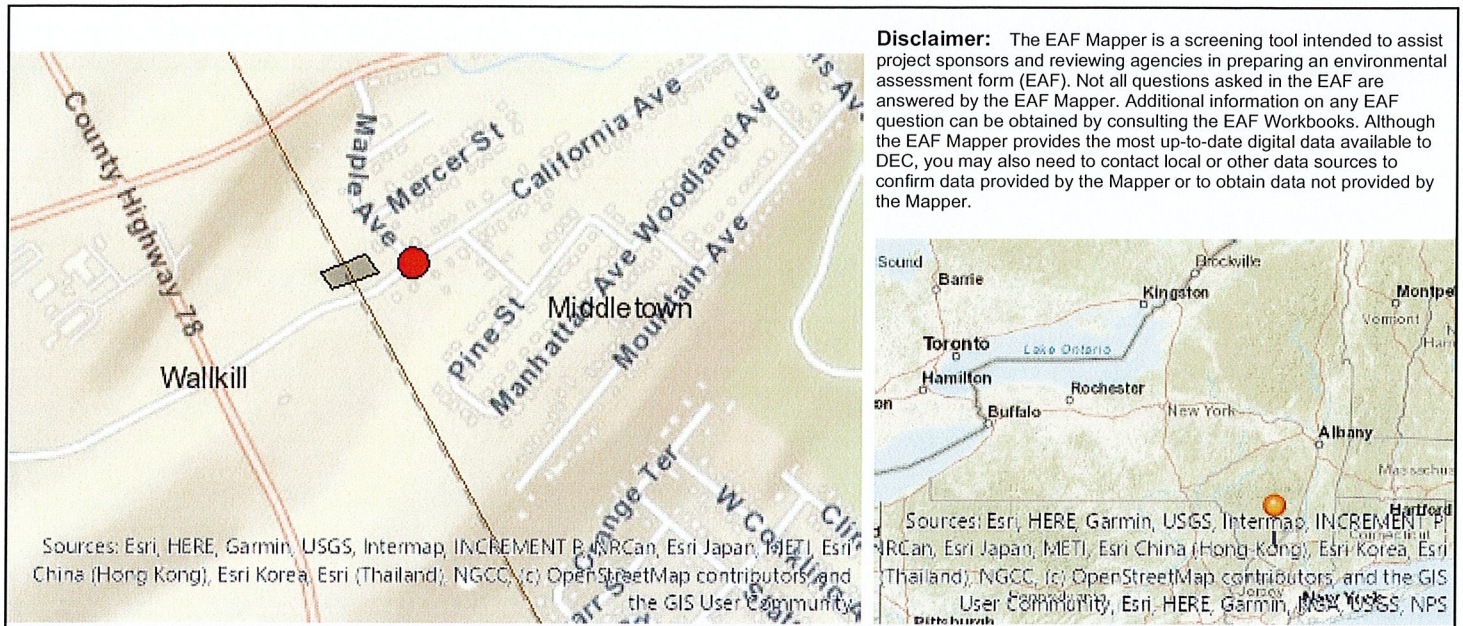
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information			
Maple Hill Park Splash Pad, City of Middletown			
Name of Action or Project: Construct a New Water Splash Pad			
Project Location (describe, and attach a location map): California Ave and Maple Ave, Middletown, NY. SBL 28-14-1.2			
Brief Description of Proposed Action: Project includes the construction of a new 83'x42' water Splash Pad at the south east corner of Maple Hill Park. Project will include grading, building sub-base, underground piping/tubing, liner and splash equipment and pumps.			
Name of Applicant or Sponsor: City of Middletown		Telephone: 845-343-3169 E-Mail: DPW@Middletownny.gov	
Address: 16 James St			
City/PO: Middletown		State: NY	Zip Code: 10940
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES ☒
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			0.35 acres 0.3 acres 18.8 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☒ Parkland			

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☒ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☐	☒
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☒
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>City of Middletown Common Council</u> Date: <u>6/19/2025</u>		
Signature: <u></u> Title: <u>Commissioner of Public Works</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project: Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

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

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

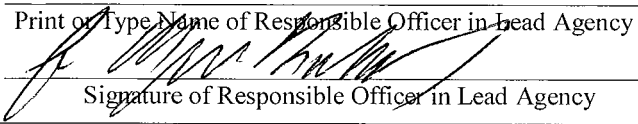
City of Middletown Commonm Council

Name of Lead Agency
J Miguel Rodrigues

Date
Common Council President

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer



Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)



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

THE FOLLOWING WAS PRESENTED

By: Alderman Green
Seconded by: Alderman Kleiner
Date of Adoption: October 21, 2025
Index No: 288-25

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

10/23/25

Resolution Authorizing Donation of Flagstone for an Eagle Scout Project at Hillside Cemetery

WHEREAS, the Common Council of the City of Middletown recognizes and supports the efforts of local youth who engage in community service through programs such as the Boy Scouts of America; and

WHEREAS, Joseph Galdamez, a resident of the City's Second Ward and member of the Boy Scouts of America, Troop [insert troop number], is pursuing the rank of Eagle Scout, the highest rank attainable in Scouting; and

WHEREAS, as part of his Eagle Scout service project, Joseph plans to restore and enhance the Civil War section of Hillside Cemetery by respectfully relocating and displaying headstones, constructing a reflection bench and plaque from existing monument materials, and creating a

flagstone pathway for public access and appreciation; and

WHEREAS, the Department of Public Works has available reclaimed flagstone materials suitable for the pathway portion of the project; and

WHEREAS, the Common Council wishes to support this worthy civic endeavor by authorizing the donation of said flagstone materials for use in the completion of the project;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown hereby authorizes the Department of Public Works to provide available reclaimed flagstone materials to Eagle Scout candidate **Joseph Galdamez** for use in his restoration project at Hillside Cemetery

Prepared by:

Attachments:

1.	Joseph Galdamez Proposal Workbook
2.	Joesph Galdamez Eagle Request



Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Joseph Galdamez

Please give a name to your project Civil War Restoration at Hillside

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the beginnings of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Joseph Antonio Galdamez	Birth date: November 5, 2010		
Email Address: joeybronov@gmail.com	BSA PID number: 133240662		
Address: 229 Highland Avenue	City: Middletown	State: NY	Zip: 10940
Preferred telephone(s): 845-479-0343	Life Board of Review date: May 29, 2025		

Current Unit Information

Check One: ☒ Troop ☐ Crew ☐ Ship	Unit Number: 37
Name of District: Hudson Delaware	Name of Council: Greater Hudson Valley Council

Unit Leader Check One: ☒ Scoutmaster ☐ Crew Advisor ☐ Skipper

Name: Michael Dillon	Preferred telephone(s): 845-645-1321		
Address: 52 Roe Road	City: Bloomingburg	State: NY	Zip: 12721
Email Address: mdillon@bop.gov			

Unit Committee Chair

Name: Jaycee Galdamez	Preferred telephone(s): 646-245-8559		
Address: 229 Highland Avenue	City: Middletown	State: NY	Zip: 10940
Email Address: jhuertas41@yahoo.com			

Unit Advancement Coordinator

(If your unit has one)

Name: Holly Walsh	Preferred telephone(s): 914-805-7717		
Address: 453 Prosperous Valley Road	City: Middletown	State: NY	Zip: 10940
Email Address: hbcadden@aol.com			

Project Beneficiary

(Name of religious institution, school or community)

Name: Hillside Cemetery	Preferred telephone(s): 845-343-5534		
Address: Mulberry Street	City: Middletown	State: NY	Zip: 10940
Email Address: andyskat@warwick.net, fisseks@warwick.net			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name: Andy Mills	Preferred telephone(s): 845-344-2493		
Address:	City: Middletown	State: NY	Zip: 10940
Email Address: andyskat@warwick.net			

Your Council Service Center

Contact Name: Christine Maurer	Preferred telephone(s): 845-762-3801		
Address: 18 Westgate Drive Suite #19	City: Fishkill	State: NY	Zip: 12524
Email Address: ghv.eagles@scouting.org			

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Jim Steinberg	Preferred telephone(s): 845-566-7300		
Address: 76 St. Josephs Hill Road	City: Forestburgh	State: NY	Zip: 12777
Email Address: jsteinberg5@hvc.rr.com			

Project Coach

(Your council or district project approval representative may help you learn who this will be.)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email Address:			

Project Description and Benefit

Briefly describe your project

For my Eagle Project, I plan to fix and put a group of African American soldiers' graves on display for passersby to see easily and to give these soldiers the respect they deserve.

For context, 44 African American Civil War soldiers and their families' graves were dumped into the pond at the cemetery. They were disregarded because they were African American soldiers. A group of people retrieved them from the pond and relocated them in an area prone to flooding and not regularly maintained. The soldiers were then identified, and many were buried next to their wives and children. The graves were placed next to the pond, where they got covered by trees and vines, making them barely visible to the public and only found with help. The graves are laid on the ground, looking like a walkway, and years ago, an Eagle Scout surrounded the graves with a small barrier for his Eagle project. Many of the graves have been damaged and dirtied, and I would like to polish them up. Then, I would like to take the graves out and lay them on a box I'll build, where they'll be slanted at an angle for all to see out of the wooded area. I would do this while making sure I separate no families. There are also stones that were added in the 80s so that people could read the names of the soldiers since the graves from the 1800s are barely legible at this point.

I was given permission to take down as many trees as needed. If I need help taking down a tree, they can take it down for me. The area is completely overgrown and will require a lot of landscaping. I also plan on putting a marker on the main road to indicate that these graves are set back. There is no path to this area either. I plan on laying flat stones to make a walkway.

I am going to put a monument near the graves with a plaque to inform visitors of my project and its significance. There was a large stone monument in a different area of the cemetery that was damaged, and Hillside has offered to give it to me to use for this purpose.

I will also add a bench. The area is next to a pond and it is shaded and will make for a nice reflection/quiet space.

Include images on an additional document.

Tell how your project will be helpful to the beneficiary. Why is it needed?

My project is beneficial to Hillside Cemetery because the cemetery takes pride in its history, and the fact that an important section of history is hidden from those who visit is not something the cemetery likes. The graves are obscured by many trees, with no trail leading to them or any labels or signs pointing them out. The stones are not known to anyone except for those who have been told and shown, and if they are more visibly displayed and labeled, they could become known to many.

I believe this project is needed because many people interested in history, like me, would find it amazing that we have this rich history right here in Middletown. The bench could be a nice place to relax and enjoy the cemetery. The cemetery also needs help in knowing what to do with the broken stone, and the idea of recycling it for a section they want improved really interests them.

When do you plan to begin carrying out your project?

Beginning early October(10/4)

When do you think your project will be completed?

November 15th

Giving Leadership

Approximately how many people will be needed to help on your project?

Where will you recruit them (unit members, friends, neighbors, family, others)?

I will mainly get help from the Troop and my family. The cemetery workers are also willing to provide any help I need. My fellow ROTC cadets and Chief are eager to help.
This project is going to take place over several weekends, im going to ask for 10-15 workers each weekend.

What do you think will be most difficult about leading them?

Teaching all of the volunteers how to safely take out the graves without damaging them is my main concern. Making sure they show up when they say they will and that they are respectful of their surroundings is also going to be challenging.

Materials

Materials are things that become part of the finished project, such as lumber, nails and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, use basic dimensions such as 2x4 or 4x4.

Pressure treated 4x4s
Plaque
Bench
Item 4
Pole and sign
Exterior screws
Flagstone (for walkway)
Rebar

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies and garbage bags.

What types of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Lunch
Drinks
Gasoline
Goggles
Gloves
First aid kit
Cleaning supplies(sponges,brushes,vinnegar)

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list , but you must show you have a reasonable idea of what is required.

Chainsaw
Shovels
Circular saw
Rakes
Pruning scissors
Drill
Bobcat/Skid steer
Wheel barrel
Hammers
Pickaxe

The cemetery has many tools and equipment that they are willing to lend.

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc..

What other needs do you think you might encounter?

I will have a plaque and sign made
Pouring concrete footings

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

There are no permits needed. I spoke with the cemetery's board and have secured all required permissions to carry out my project.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated materials, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter your estimated expenses below
(include sales tax if applicable)

Materials:	2,000
Supplies:	300
Tools:	0
Other:	350
Total Costs:	\$2,650

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

I plan to seek donations for materials. To begin with my city recently pulled up flagstone when they redid sidewalks. I want to meet with the mayor and see if they will donate a few pieces for the walkway. I will reach out to the local monument company that the cemetery told me about to ask for a donation of the plaques I need. My local Lions and Rotary Clubs make monetary donations, I will reach out to them. I will also reach out to big box companies for lumbar donations. Once I've gathered as much material donations as possible I will run a fundraiser, through go fund me. I will send it out to my community, my parents employers, businesses and family.

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient. If you have more than 10 phases, attach a separate page with your continued phase list.

1	Brainstorm ideas for what type of project, narrow it down, find a beneficiary
2	Speak with the beneficiary and come up with a solid plan outlining the exact details of my project
3	Prepare my project proposal
4	Present my project to my troops committee and then submit it to council and secure the go ahead
5	Fundraise for my project, reach out to see what I am able to get donated
6	Select workdays to set up a schedule and share it out to recruit help
7	Make a detailed list of materials, supplies and tools needed
8	Shop and gather tools I'm borrowing
9	Execute work
10	Complete report

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

I plan on having materials delivered directly to the cemetery. I already spoke with them about this and they said I am free to start gathering supplies/materials and leave them at the work site.
Tools will be packed up in my father's work truck and they will stay there the duration of my work.
Helpers will be dropped off by their parents and I will arrange car pools if necessary.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns of which you and your helpers should be aware.

Read the "[Age Guidelines for Tool Usage](#)" at [Scouting.org](#)

When reviewing my project, I have identified these hazards . My project will involve cutting down trees, and I will ensure the safety of my peers by having the adult workers cut down the trees. The trees will be cut in a roped -off area so no one can get close to the work. The use of power tools to cut down trees will only be permitted for adult workers; no scout or ROTC cadet will touch the tools. Another hazard to consider for my project is ticks, as the work area is full of ticks that can harm the workers. To prevent this, I will require everyone to wear long pants and use bug repellent to ensure they don't get bitten . The transportation of stones can also lead to injuries, so to prevent any injuries, I will make all the volunteers wear boots to protect their feet if a rock falls and gloves to protect their hands from any sharp or dangerous hazards. All workers will be required to wear safety goggles to prevent any harmful eye injuries.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example, "Complete a more detailed set of drawings."

I started my project planning by narrowing down what type of project I wanted to do. Since I take an interest in history I remembered the tour I took of the cemetery where I found many old graves that can be fixed. I then sat down with one of their board members and discussed possible ideas for my project. I then met with another board member to see the eagle project ideas in person and see the area I would use. I took pictures at the area and made plans to what I will do with the area.

The next steps I plan on taking once I have approval is to come up with detailed plans for the boxes I plan to build to prop up the graves. There are 44 stones, I need to decide how I am going to group them and how many boxes I will make.

I will make a detailed map of the area, including measurements I will go take of the area. I will then make decisions on placements of the boxes, bench and signs.

I will go and make a mockup of the pathway I want to build and make sure the cemetery is happy with the placement.

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise*		<i>Sign below before you seek the other approvals for your proposal.</i>	
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary.			
Signed		Date	

** Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.*

Unit Leader Approval*		Unit Committee Approval*	
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow them.		This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.	
Signed	Date	Signed	Date
Name (Printed) Michael Dillon		Name (Printed) Jaycee Galdamez	

Beneficiary Approval*		Council or District Approval	
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.		I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.	
Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." Yes _____ No _____			
Signed	Date	Signed	Date
Name (Printed) Andy Mills		Name (Printed)	

** While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.*

Joseph Galdamez
229 Highland Avenue
Middletown, NY 10940
(845)479-0343
joeybronov@gmail.com

October 13, 2025

Dear Mayor DeStefano and Common Council Members,

My name is Joseph Galdamez. I am 14 years old and live in Middletown's 2nd Ward. I currently attend Middletown Highschool, where I am in the 10th grade. Since I was 5 I have been a Boy Scout. I am working towards achieving the highest rank a Scout is able to earn, my Eagle Scout. Getting to this level required me to earn 21 specific badges across different topics, volunteer and show leadership in my Troop. I came up with my project and then needed to present it to my Troop Committee and then I got approval from Boy Scouts of America's local council.

I have always loved history, and one of my favorite topics to study is the Civil War. I toured Hillside Cemetery with Andy Mills and he showed me an area with Civil War Soldiers. Unfortunately this area is prone to flooding and located in a hidden wooded area making the gravestones difficult to see. When it came time to pick an Eagle Project I knew I wanted to do something meaningful there.

My plan is to dig up the headstones and move them out and make a wooden box to settle all the graves in. There are 33 graves in total which will be moved to 4 boxes that will hold 4 on each side except for one box which will hold 5 on one side. I am going to prop the headstones up using stones so that visitors are able to read them. I also plan to build a bench made from a broken monument that Andy had at Hillside, providing a peaceful place for visitors to sit and reflect. I also intend on making the area a historical site with a sign and a plaque on a stone which will also be built from the broken monument. Lastly, I plan on making a pathway to the area made from Flagstone, which I will be asking for now. I will need enough flagstones to cover 30 ft. Which is what I am requesting assistance with at this time. One part of the BSA Law is that a scout is thrifty. I am reaching out to request the stone because I think this is a good way to repurpose something that the city has on hand after the sidewalk projects.

Thank you for considering my project. I believe this restoration will honor our local history and the memory of those who served during the Civil War.

Sincerely,
Joseph Galdamez

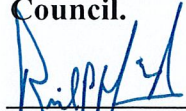


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

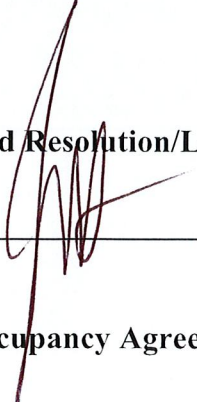
By: Alderman Kleiner
Seconded by: Alderman Johnson
Date of Adoption: October 21, 2025
Index No: 289-25

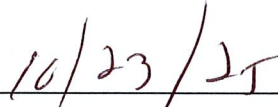
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Authorizing Occupancy Agreement with Dumped Stray Animal Rescue, Inc.

WHEREAS, the City of Middletown ("City") is the owner of certain municipal property currently utilized by Dumped Stray Animal Rescue, Inc. ("DSA") as part of its animal rescue and care program; and

WHEREAS, DSA has provided ongoing services to the community through the rescue, sheltering, and humane care of stray and abandoned cats; and

WHEREAS, the Common Council of the City of Middletown recognizes the value of such services to public health, safety, and community welfare, and wishes to formalize the continued occupancy of said property under defined conditions;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown authorizes Dumped Stray Animal Rescue, Inc. to continue occupying and operating at the

designated city-owned property for a period of seven (7) years from the date of the accompanying letter of acknowledgment; and

BE IT FURTHER RESOLVED, that the scope of this occupancy shall be limited to the care and rescue of cats, and that DSA shall remain in compliance with all applicable state and local regulations governing animal care, shelter operations, and property maintenance; and

BE IT FURTHER RESOLVED, that no new structures, habitats, or expansion of animal capacity shall occur without the prior review and approval of the Middletown Common Council; and

Prepared by:

Attachments:

None

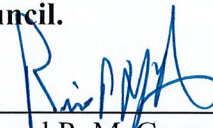


CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
Seconded by: Alderwoman Wray
Date of Adoption: October 21, 2025
Index No: 290-25

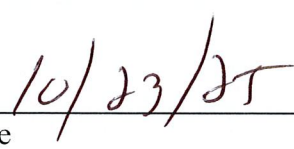
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor


Date

Resolution Calling for A Public Hearing on Proposed Changes to The Bulk Table Requirements in The Downtown Mixed Use (DMU) District

WHEREAS, the City of Middletown is considering amendments to the Zoning Code relating to the Bulk Table requirements as they pertain to parking standards in the Downtown Mixed Use (DM) District; and

WHEREAS, prior to the adoption of such amendments, a public hearing is required to be held so that any and all persons wishing to be heard may have the opportunity to comment on the proposed changes.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown shall hold a public hearing on **November 3, 2025, at or as near to 7:30 P.M. as possible**, in the Common Council Chambers, 16 James Street, Middletown, New York, to hear any and all persons wishing to be heard regarding the proposed changes to the Bulk Table requirements as

they pertain to parking in the Downtown Mixed Use (DM) District; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to cause notice of said public hearing to be published in the official newspaper of the City in accordance with law; and

Prepared by:

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: Alderman Green
Date of Adoption: October 21, 2025
Index No: 291-25

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

Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

10/23/25

**Resolution Amending the City Code to Establish a Handicapped Parking Space in Front of
184 Linden Avenue**

WHEREAS, a request has been received for the installation of a designated handicapped parking space in front of premises located at **184 Linden Avenue**, and

WHEREAS, the Common Council of the City of Middletown finds that the establishment of said handicapped parking space is appropriate and in the best interest of the residents of the City; and

WHEREAS, the Traffic Division of the Middletown Police Department has reviewed the location and has no objection to the installation of said handicapped parking space.

NOW, THEREFORE, BE IT RESOLVED, that the **Code of the City of Middletown**, Chapter 460 ("Vehicles and Traffic"), **Schedule XVII: Handicapped Parking**, be and hereby is amended to include the following:

Street: Linden Avenue

Side: [Specify side if known – e.g., North Side]

Location: In front of 184 Linden Avenue

BE IT FURTHER RESOLVED, that the Department of Public Works is hereby authorized and directed to install the appropriate signage designating this handicapped parking space in accordance with State and local regulations; and

Prepared by:

Attachments:

None

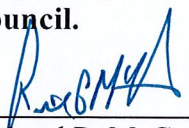


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

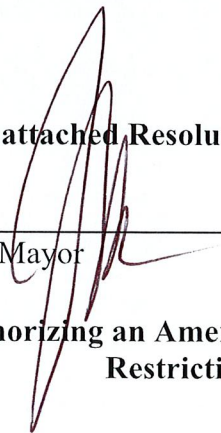
By: Alderman Jean-Francois
Seconded by: Alderman Green
Date of Adoption: October 21, 2025
Index No: 292-25

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


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 10/23/21

Resolution Authorizing an Amendment to City Code to Remove 2 Hour Parking Restrictions on Highland Avenue

BE IT RESOLVED, that the **Code of the City of Middletown**, Chapter 460 ("Vehicles and Traffic"), be and hereby is amended as follows:

Street: Highland Avenue

Between: West Main Street and Hanford Street

Easterly Side: Remove existing **Two-Hour Parking** restriction. **No Parking up to twenty (20) feet from each intersection.**

Westerly Side: Designate as **No Parking** for the entire length between intersections, with "**No Parking Here to Corner**" restrictions to remain in place within twenty (20) feet of each intersection.

Prepared by:

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

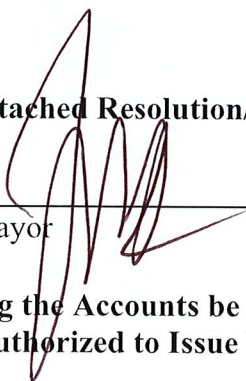
By: Alderman Masi
Seconded by: Alderman Johnson
Date of Adoption: October 21, 2025
Index No:

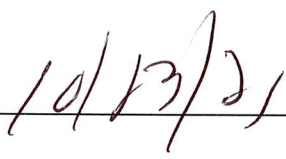
**I hereby certify that the attached is a true
copy of a Resolution and/or Local Law
adopted by the City of Middletown Common
Council.**


Richard P. McCormack
Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	9			

I hereby approve the attached Resolution/Local Law.


Joseph M. DeStefano, Mayor

Date 

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

Prepared by:

Attachments:

None



ALDERMAN ELECT KEVIN GOMEZ
WARD 2
101 Highland Avenue
Middletown, New York 10940
Tel; (845) 467-9027
kgomezattorney@gmail.com

December 13, 2025

Rick McCormick
Middletown/City Clerk
City Hall
16 James Street
Room 12
Middletown, NY 10940

Re: 137 Liden Avenue Re-Zoning

Dear City Clerk McCormick:

As Ward 2 Alderman Elect, I'm writing to extend my enthusiastic support for the Common Council's approval at the December 2nd Public Hearing and Council Meeting of the proposed Spot Zoning of 137 Linden Avenue.

As noted by the Mayor in his address, this is a step in the right direction to address issues of density, quality of life, with improved parking and new housing opportunities for residents in Linden Avenue-Chapel Park vicinity of our Ward. As Ward 2 Alderman I look forward to supporting these endeavors along those shared by our City Economic Community Development on new homeownership opportunities, to advance the quality of life of all our residents.

Again, I thank the Mayor, City Administration and Common Council for moving our city forward with a shared comprehensive vision that advances our city's economic development and quality of life for our residents.

Respectfully Yours,

Kevin Gomez



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 339-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Amendment to the City Code to Remove Handicapped Parking Space at 9 Sunnyside Avenue

WHEREAS, there is a designated handicapped parking space in front of 9 Sunnyside Avenue;
and

WHEREAS, the resident has requested that this handicapped parking space be removed;

NOW, THEREFORE, BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby amends the City Code to **eliminate the handicapped parking space located in front of 9 Sunnyside.**

Prepared by:

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 340-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Amendment to the 2026 Budget For Senior Trip Funding

BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment** and hereby authorizes the Treasurer to amend the 2026 budget by increasing account **A.2351 – Senior Trips** and increasing account **A.6772.467 – Senior Trip Expense** for the purpose of funding planned senior trips during the 2026 fiscal year.

Prepared by:
Julisa Sierra, Senior Center Dir

Attachments:

1.	BOE requests December 3 2025
2.	Transportation Amendment 8



Senior Transportation: (845) 346-4070
Senior Activities: (845) 346-4071
Fax: (845) 346-4072

Center Information: (845) 346-4073
Senior Travel: (845) 346-4074
Director: (845) 346-4075

December 3, 2025

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

The Senior Citizen Department, Mulberry House Senior Center, respectfully requests the Board of Estimate to approve:

1. A resolution to accept Amendment #8 for 2025 additional funding of \$21,721.00 from Orange County Office for the Aging for 2025 Goldenarea Transportation within Senior Department Operating Budget and also review and accept amendments and additional required documents attached requesting Mayor's signature of amendments.
2. Also requesting to authorize the Treasurer to add the funding to the Other Govt Aid GA.4089. for outstanding expense of transportation program in 2025.
3. Request to transfer within GoldenArea Transport line for mobile telephone service expense as follows:

<u>FROM</u>	<u>to</u>	<u>Amount</u>
GA.5680.440	GA.5680-481	\$150.00
Repairs to Equipment	Telephone Expense	

4. Request to transfer within Senior Center budget line for office mobile telephone service expense as follows:

<u>FROM</u>	<u>to</u>	<u>Amount</u>
A.6772.401	A.6772.481	\$200.00
Travel Expense	Telephone Expense	

5. Request to amend 2026 operating budget line A.6772.467 Senior Trips to allocate expense line for planned trips for 2026 in the amount of \$ 100,000.

Respectfully submitted,
Julisa Sierra,

Julisa Sierra



**ORANGE COUNTY
AMENDMENT**

NO: 8

EFFECTIVE DATE: October 30, 2025

VENDOR: City of Middletown

AGREEMENT FOR: Title III-B Funding for Transportation Services for the Elderly (RFP OFA01-20)

The Agreement for Vendor Services, dated January 1, 2021, between the **COUNTY OF ORANGE** ("County") and **City of Middletown** ("Vendor") as previously amended and extended by Amendment No. 7 dated January 1, 2025, as previously amended by Amendment No. 6 dated December 5, 2024, as previously amended and extended by Amendment No. 5 dated January 1, 2024, as previously amended by Amendment No. 4 dated November 8, 2023, as previously amended and extended by Amendment No. 3 dated January 1, 2023, as previously amended by Amendment No. 2 dated September 1, 2022, as previously amended and extended by Amendment No. 1 dated January 1, 2022 ("Agreement") is hereby further amended and extended as follows:

- 1) **EXTENSION OF TERM.** NOT APPLICABLE
- 2) **The annexed Schedule B-7** hereby supersedes and replaces Schedule B-6 (annexed to Amendment #7) in its entirety.
- 3) **NOT-TO-EXCEED COST.** The not-to-exceed cost set forth in Article 3 of the Agreement is increased by \$21,721.00 to \$204,696.844 as more particularly set forth below.
- 4) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-l, by execution of this Amendment No. 8, the Vendor and the individual signing this Amendment No. 8 on behalf of the Vendor certifies, under penalty of perjury, that the Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

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

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

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

- 5) **INTEGRATION.** Except as modified by this Amendment No. 8, the Agreement shall remain unchanged and in full force and effect. The terms used in this Amendment No. 8, unless otherwise defined in this Amendment No. 8, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment No. 8 and the Agreement, the terms and conditions of this Amendment No. 8 shall control.

- 6). **SIGNATURES.** A manually signed copy of this Amendment No. 8 delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Amendment No. 8.

The foregoing changes result in the following adjustment of Agreement not-to-exceed cost and term as follows:

Agreement Not-to-Exceed Cost Prior to this Amendment	\$ 182,975.84
Net Increase resulting from this Amendment	\$ 21,721.00
Agreement Not-to- Exceed Cost including this Amendment	\$ 204,696.84
Agreement Term Prior to this Amendment	01/01/2021-12/31/2025
Agreement Term including this Amendment	01/01/2021-12/31/2025

COUNTY

VENDOR

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

SCHEDULE B-7

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
8,000 units of Transportation	\$20.77 (per one way trip per person)	\$166,160.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$166,160.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$47,356.00;

(b) Anticipated Income – Voluntary contributions in the amount of \$8,308.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$110,496.00 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$8,308.00 projected on Schedule B-7 to the Agreement shall be borne by Vendor.

WORKERS' COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57

New York State Workers' Compensation law (WCL) requires that all vendors applying for permits, licenses, or contracts with the State of New York have appropriate workers' compensation and disability benefits insurance coverage. This requirement applies to both original issuances and renewals.

ACORD insurance forms are NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. To comply with the coverage provisions of the WCL, vendors must provide the Department with one of the following forms:

WORKERS' COMPENSATION COVERAGE

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; **OR**
- B) C-105.2 -- Certificate of Workers' Compensation Insurance dated 9/07(vendors' insurance carrier will send this form to the Department upon vendor request, and the State Insurance Fund provides its own version of this form, the U-26.3) **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (vendor can call the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (vendors' Group Self-Insurance Administrator should send this form to the Department upon vendors' request).

DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; **OR**
- B) DB-120.1 -- Certificate of Disability Benefits Insurance (vendors' insurance carrier will send this form to the Department upon vendors' request); **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (vendor can call the Board's Self-Insurance Office at 518-402-0247).

**Please direct questions to the New York State Workers' Compensation Board at (518)486-6307 or use their toll free number (877)-632-4996.
Website: www.wcb.state.ny.us**

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) City of Middletown 16 James Street Middletown, NY 10940	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" Leonora Liz 845-346-4150 1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a" 1f. Federal Employer Identification Number of Business referenced in Box "1a". 146002297
1b. Effective Date of Membership in the Group 03/15/2008	
1c. The Proprietor, Partners, or Executive Officers are ☒ included (only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded	
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange c/o Orange County Office for the Aging 40 Matthews St., 3rd fl, Ste 305 Goshen, NY 10924 Re: Proof of Workers' Compensation Coverage	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is comp lying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Jack Wheeler, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  _____
Signature Date

Title: President

Telephone Number: 1-888-737-6269



**Workers'
Compensation
Board**

**Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party. ****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

**In the Application of
(Legal Entity Name and Address):**

City of Middletown
16 James St
Middletown, NY 10940-5724
PHONE: 845-346-4153 FEIN: XXXXX2297

**Business Applying For:
Contract with Government Agency**

From: County of Orange Office for the Aging

Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY
DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

I, Leonora Liz, am the Treasurer with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN
HERE**

Signature:

Leonora Liz

Date: 07/28/2025

Exemption Certificate Number

2024-002721

Received

July 28, 2025

NYS Workers' Compensation Board

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
City of Middletown, Mulberry House Senior Center GoldenArea Transportation
Address: 62-70 West Main Street, Middletown, NY 10940

Name and Title of Person Submitting this Form: Julisa Sierra, Senior Center Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): ☒ No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): ☒ No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): ☒ No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

**Instructions for Completing the
Offeror Disclosure of Prior Non-Responsibility Determinations**

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

**COUNTY OF ORANGE
DEPARTMENT FOR THE AGING**



40 Matthews Street, Suite 305
Goshen, New York 10924
(845) 615-3726
FAX (845) 360-9266

MEMORANDUM

To: All Contracted Vendors
Subject: Insurance Requirements

Please note the following insurance guidelines for vendors providing services for the Orange County Office For the Aging

The minimum requirements for insurance are as follows:

Type of Coverage	Limits of Coverage
Worker's Compensation	Statutory
Disability Benefits	Statutory
Professional Liability	\$1,000,000 each occurrence
(if commercially available for your profession)	\$3,000,000 aggregate

The certificate holder is to be addressed as follows:

County of Orange
c/o Orange County Office For the Aging
40 Matthews Street, 3rd Floor, Suite 305
Goshen, NY 10924

County of Orange or the certificate holder (as written above) is to be listed as **additional insured** with respects to liability and the work performed for Orange County. Professional liability is required for anyone who provides counseling services. If professional liability is listed on a separate certificate no additional insured statement is required.

Insurance coverage is required for the length of the contract. It is the responsibility of the vendor to provide updated insurance certificates upon expiration.

The following is a list of accepted forms:

Employer's Liability, General Liability, Professional Liability, Automobile Coverage

- A) ACORD form 25-S is acceptable proof of Coverage.

Workers' Compensation Requirements under Workers' Compensation Law §57

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) C-105.2 -- Certificate of Workers' Compensation Insurance. **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) DB-120.1 -- Certificate of Disability Benefits Insurance; **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling, Inc. 110 Main Street Poughkeepsie NY 12601	CONTACT NAME: Lydia Negron, CIC PHONE (A/C, No, Ext): (845) 343-2138 FAX (A/C, No): (845) 343-9157 E-MAIL ADDRESS: lnegron@marshallsterling.com
INSURED City of Middletown, & Middletown Community Development Agency 16 James St Middletown NY 10940-5724	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. NAIC # 25658 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL251678574**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	Y	ZLP14T7717524PA	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Molestation & Abuse \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		H1N8102C410542IND24	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		ZUP14T7718724PA	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Law Enforcement Liability, and Public Entity Liability. \$50k retention ea.		ZLP14T7717524PA	12/31/2024	12/31/2025	Each wrongful act 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Orange c/o Orange County Office For the Aging, is an additional insured if required by written contract, per endorsement number CGD480 02/19.

CERTIFICATE HOLDER**CANCELLATION**

County of Orange c/o Orange County Office for the Aging 40 Mathews Street, 3rd. Floor Suite 305 Goshen NY 10924	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Owned Watercraft - 25 Feet Long Or Less</p> <p>B. Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards</p> <p>C. Who Is An Insured - Employees And Volunteer Workers</p> <p>D. Who Is An Insured - Owners, Managers Or Lessors Of Premises</p> <p>E. Who Is An Insured - Lessors Of Leased Equipment</p> | <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Knowledge And Notice Of Occurrence Or Offense</p> <p>H. Blanket Waiver Of Subrogation</p> <p>I. Contractual Liability - Railroads</p> <p>J. Damage To Premises Rented To You</p> |
|--|--|

PROVISIONS

A. OWNED WATERCRAFT - 25 FEET LONG OR LESS

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to a watercraft you own that is:

- (a) 25 feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

- (1) 25 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph 1. of **SECTION II - WHO IS AN INSURED**:

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":

- (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while

COMMERCIAL GENERAL LIABILITY

performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph a.(1) above;
- (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";
- (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph a.(3) above; or
- (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1), (2), (3) or (4) above.

Unless you are in the business or occupation of providing "professional health care services", Paragraphs a.(1), (2), (3), (4) and (5) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (1) First aid by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor, nurse, nursing assistant, physician assistant, dental hygienist or assistant, optometrist, emergency medical technician, paramedic, coroner, physical therapist or physical therapy assistant, speech-language pathologist or speech therapy assistant, occupational therapist or occupational therapy assistant, psychologist, counselor, therapist, social worker or other health care professional; or
- (2) "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor or nurse.

Any such elected or appointed officials, "executive officers" or directors providing or failing to provide first aid or "Good

Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you. Any such members of "your boards" providing or failing to provide first aid or "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

b. "Property damage" to property:

- (1) Owned, occupied or used by;
- (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees" or "volunteer workers", or that official, "executive officer", director or member.

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph 1.d. of **SECTION II - WHO IS AN INSURED:**

An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

"Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

"Your boards":

- a. Means any board, commission, or other governmental unit or department that:

COMMERCIAL GENERAL LIABILITY

- (1) Is under your jurisdiction; and
 - (2) Is funded and operated as part of your total operating budget.
 - b. Does not include any "joint powers authority".
- C. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS**

1. The following replaces the first sentence of Paragraph 2.a of **SECTION II - WHO IS AN INSURED:**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph 2.a of **SECTION II - WHO IS AN INSURED:**

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

D. WHO IS AN INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

4. Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition

operations performed by or on behalf of such premises owner, manager or lessor.

E. WHO IS AN INSURED - LESSORS OF LEASED EQUIPMENT

The following replaces Paragraph 5. of **SECTION II - WHO IS AN INSURED:**

5. Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

COMMERCIAL GENERAL LIABILITY

G. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following replaces Paragraphs 2.e.(1) and 2.e.(2) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A lawfully elected or appointed official, executive officer or director of any public entity;
 - (ii) A partner or member of any partnership or joint venture;
 - (iii) A manager of any limited liability company;
 - (iv) An executive officer or director of any other organization; or
 - (v) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or

- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

H. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

I. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

J. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 341-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing \$20,779.71 Budget Transfer for the Purchase of Desks for the Department of Public Works

BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment**, which hereby authorizes the Treasurer to transfer a **\$20,779.71** within the 2025 budget in the following manner to fund the purchase of five new desk units for the Public Works Office staff:

FROM	TO	AMOUNT
A.1490.480	A.1490.200	\$7,000.00
A.1490.400	A.1490.200	\$4,500.00
A.1490.100	A.1490.200	\$9,279.71

Prepared by:

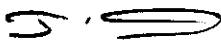
Jacob Tawil

Attachments:

1.	BOE Memo req for furniture
2.	BOE Memo req for furniture

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 1, 2025
To: Honorable Mayor DeStefano, Honorable 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: Funds Transfer Request for New Desk Units for Office Staff

We are requesting the following transfers to cover the purchase of five new desk units for the Public Works Office Staff off NYS Contract (PC70286). The following is the justification by our administrative staff for updating the office furniture: The current units are not at a comfortable working height, the surfaces are scratched and worn, and many of the drawers do not stay closed. We have shims under those drawers to avoid tripping hazards.

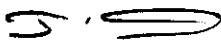
FROM	AMOUNT	TO
A.1490.480 Public Works Office Expense	\$7,000.00	A.1490.200 Public Works Other Equip.
A.1490.400 Public Works Contractual	\$4,500.00	A.1490.200 Public Works Other Equip.
A.1490.100 Public Works Pers. Svcs.	\$9,279.71	A.1490.200 Public Works Other Equip.

Thank you.

JT/sc

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 1, 2025
To: Honorable Mayor DeStefano, Honorable 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: Funds Transfer Request for New Desk Units for Office Staff

We are requesting the following transfers to cover the purchase of five new desk units for the Public Works Office Staff off NYS Contract (PC70286). The following is the justification by our administrative staff for updating the office furniture: The current units are not at a comfortable working height, the surfaces are scratched and worn, and many of the drawers do not stay closed. We have shims under those drawers to avoid tripping hazards.

FROM	AMOUNT	TO
A.1490.480 Public Works Office Expense	\$7,000.00	A.1490.200 Public Works Other Equip.
A.1490.400 Public Works Contractual	\$4,500.00	A.1490.200 Public Works Other Equip.
A.1490.100 Public Works Pers. Svcs.	\$9,279.71	A.1490.200 Public Works Other Equip.

Thank you.

JT/sc



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 342-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$6,744.53 Budget Transfer within the 2025 Parks and Recreation Budget for the Repair and Replacement of the Boxing Room Carpet

BE IT RESOLVED, that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment** and hereby authorizes the Treasurer to transfer a total of **\$6,744.53** within the budget in the following manner: for the purpose of funding the **repair and replacement of the boxing room carpet**.

FROM	AMOUNT TO
A.8060.450 – Building Materials & Supplies	\$5,098.86
A.7321.495 – Special Programs Miscellaneous	\$848.29
A.7020.440 – General Recreation Repairs to Equipment	\$797.38
	\$6,744.53
	A.8060.470 – Repairs to

Building

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 343-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Agreement with Docu Sign

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with DocuSign, in the amount of \$4212.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	City of Middletown DocuSign, Inc. Docusign Standard Order Form Draft
2.	Silver Success Pack Datasheet - IAM



DocuSign, Inc.
221 Main Street, Suite 800
San Francisco, CA 94105

Offer Valid Through: Jan 9, 2026
Prepared By: Ryan Smith
Quote Number: Q-01913712
SUBJECT TO APPROVAL

ORDER FORM

Address Information

Bill To:

City of Middletown
16 James St Ste 6,
Middletown, NY, 10940
United States

Ship To:

City of Middletown
16 James St Ste 6,
Middletown, NY, 10940
United States

Billing Contact Name:

Richard McCormack

Billing Email Address:

rmccormack@middletown-ny.com

Billing Phone:

+1.845.346.4100

Shipping Contact Name:

Richard McCormack

Shipping Email Address:

rmccormack@middletown-ny.com

Shipping Phone:

+1.845.346.4100

Order Details

Order Start Date: Jan 9, 2026

Order End Date: Jan 8, 2027

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
IAM Professional - Full User	SUB-4214958-1	Jan 9, 2026	Jan 8, 2027	5	\$ 3,600.00
Navigator Agreements - One Time per user	SUB-4214958-1	Jan 9, 2026	Jan 8, 2027	25,000	\$ 0.00
Silver Success Pack	SUB-4214958-1	Jan 9, 2026	Jan 8, 2027	1	\$ 612.00

Grand Total: \$4,212.00

Product Details

eSignature Seat Allowance: 5

Order Special Terms

Customer agrees to allow Docusign to publish, use and/or reproduce the Customer's name and logo in marketing materials and investor-related content.

Customer is willing to partner with Docusign to: (a) produce a written case study and/or video testimonial on Customer's use of Docusign and associated business results to be featured on Docusign website and in marketing campaigns; and (b) share Customer's name and Docusign use case and associated business results with press, in media publications and in thought leadership content. Docusign will reach out to Customer during the Term regarding these opportunities.

Customer is willing to partner with Docusign to: (a) act as a reference for Docusign and speak with Docusign customers and prospects about Customer's use of Docusign and associated results; (b) speak with analysts about their company's use of Docusign and associated results for use in analyst reports and whitepapers; and (c) speak at Docusign 1st and 3rd party events about Customer's use of Docusign and associated results. Docusign will reach out to Customer during the Term regarding these opportunities.

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/legal/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules>.

Each DSU Campus Pass Individual Subscription includes the following benefits over a 12-month period: 1) Access to all public, instructor-led DSU classroom courses for 1 named user; and 2) Access to curated Learning Plans to support enablement. The named administrator on the Customer record will be the named individual on the Campus Pass Individual Subscription.

Billing Information

Prices shown above do not include any sales, use, value added (VAT), goods and services (GST), and/or any other similar taxes, duties, levies and or charges of any nature that might be imposed or required to be collected (collectively "taxes") by Docusign. Any such taxes are the responsibility of the Customer and will appear on the final invoice(s), as applicable. Taxes are calculated based on the ship-to location listed on your order form.

Invoice(s) for this order will be emailed automatically from invoicing@erp.docusign.com.

Please make sure this email address is on an approved setting or safe senders list, so notifications do not go to a junk folder or get caught in a spam filter.

For Non U.S. Customers

Verify that the VAT, GST, TIN, or similar tax identification number below is correct, or provide the correct number to your Docusign contact. If the VAT, GST, or TIN identification number is not populated below, it will be assumed that you are not a VAT/GST registered taxpayer.

VAT, GST, TIN or similar tax identification number:

For other tax exemption requests, please email the applicable tax exemption documentation to taxexempt@docusign.com.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select:

By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number:

Please attach PO Attachment here:

If "Yes" is marked, but a PO Number is not provided or a PO document is not attached, then Customer agrees to provide the PO information or PO document to Docusign at its earliest convenience by sending to POSubmission@docusign.com referencing this Quote Number, but agrees to still process payment per the agreed upon terms.

If Customer has attached a PO (or other document) to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

Silver Success Pack

Surrounding you with success, at every step of your DocuSign digital transformation journey.

Invest in your success with critical, purpose-built services that empower your organization. **Accelerate deployment, drive adoption, boost workforce performance and realize value faster** by leveraging our deep expertise, guidance and support to help you do more with DocuSign Intelligent Agreement Management (IAM).

Adoption Services

Guidance to deploy with confidence and realize value faster Accelerate your time to value with a mix of on-demand resources and guided assistance from the start. Designed to get you up and running and unlock new opportunities, faster.

- Onboarding, use case review and configuration guidance
- Prescriptive adoption tools and tips to start your journey
- Solution optimization and use case expansion
- Product usage and feature adoption expertise
- Ongoing success planning activities

Launch your project whenever you're ready

With our [Success Pack digital onboarding experience](#), you'll be able to initiate your engagement when you're ready, access all of the resources included in your entitlement, and log support cases if you need extra assistance.

Already a customer and don't need to onboard? Scroll to the [bottom of the onboarding page](#) to "request guidance" to engage with your success resource.

Learning Services

Upskill your DocuSign admin to drive impact

Maximize the value of your DocuSign investment with flexible training options and learning experiences designed to meet you throughout your journey. – Self-paced courses to learn at your own pace

- Free, demo-driven, [instructor-led webinars](#)
- Deep Dive, activity driven courses to build skills and deepen expertise.

Services at a glance

Best for

Small to medium-sized businesses that are deploying IAM solutions

Core services

Adoption Services
Learning Subscription (one named user)
Always-on Support
Success on-demand

Products covered*

DocuSign IAM
DocuSign eSignature
DocuSign Click
DocuSign ID Verification
DocuSign Rooms for Real Estate DocuSign eWitness
DocuSign Monitor
DocuSign Notary
DocuSign Retrieve
Digital Signatures
DocuGen for eSignature

Connectors covered

eSignature for Salesforce
Gen for Salesforce
Google Suite
Microsoft Productivity Suite Microsoft Teams
Dynamics
Sharepoint Online
NetSuite
Zoom
Slack

Service Parameters

Following the submission of a request for guidance, you will be connected to an Adoption Expert to provide repeatable guided assistance for your IAM use case.

*Excludes DocuSign CLM, Insight, etc (services scoping required)

Support Services

Maintain business continuity

Find answers on-demand, get direct access to technical experts for configuration specific questions, and manage cases online for faster resolution..

- Call back service to boost workforce productivity
- Access to value-oriented support anytime, anywhere
- Fast target initial response times to get answers fast

Success On-Demand (Resources)

Success at your fingertips

Hit the ground running fast with the essential knowledge, skills, and access to self-help channels, included with every DocuSign license agreement, surrounding you with success resources to inspire your transformation.

- Digital learning to build expertise as you go
- Always-on access to our extensive support knowledge base
- Best practices and tools to accelerate adoption
- Community access to gain best practices from peers

Silver Success Pack Benefits at a Glance		
Capabilities	Overview	Included
Adoption Services Deploy with confidence via expert-led guidance	Onboarding & Adoption Expertise Guidance around deploying qualified DocuSign use cases via a mix of digital and direct engagement. Post-deployment adoption guidance to drive continued success through a mix of digital resources, exclusive webinars and access to our adoption experts	✓
	Digital Onboarding Review a 4-step checklist to access all available Success Pack content as well as the ability to request guidance when you're ready to engage with your dedicated success resource	✓
Learning Services Build core skills to achieve results faster	Campus Pass Learning Subscription Access to public, deep dive courses including eSignature Administration, Working with Templates, and more	Individual (1 named user)
Support Services Keep business moving forward with always-on help	Phone Support (Call Back) Log a case and customer support will promptly call you back	✓
	Target Initial Response Time From the time the online case is opened via the Support Center	6 business hours

	Technical Support Direct access to technical support teams for configuration-specific questions	✓
	Connector Support Limited to standard, pre-built Docusign Connectors (Google, Microsoft NetSuite, etc.)	Connectors
Success On-Demand Essentials to inspire your transformation	Digital Onboarding Experience Self-guided onboarding paired with digital adoption resources to support your journey	✓
	Docusign Support Center Stay up and running with access to knowledge, tools and self-guided resources	✓
	Digital Learning Self-paced courses in the Docusign University Learning Portal and YouTube	
	Customer Community Engage with other Docusign users and get peer support	

We are the Agreement Experts

Docusign's Customer Success team provides comprehensive solutions and success capabilities including professional services, adoption and enablement programs, and support plans to help you accelerate time to value and outcomes for your business.

Our Agreement Experts are with you every step of the way to help you get you started, drive adoption across your organization, optimize your solution and discover new opportunities with Docusign. To learn more, contact your account team or sales@docusign.com.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 344-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution to Approve the 2026 Tax Warrant

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Assessment Collector's Warrant for 2026

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

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	Tax Warrant 2026
----	------------------

ASSESSMENT
COLLECTOR'S WARRANT
FOR 2026

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:
CITY OF MIDDLETOWN)

THE PEOPLE OF THE STATE OF NEW YORK TO Leonora Liz, COLLECTOR OF
THE CITY OF MIDDLETOWN, IN SAID COUNTY, GREETING:

YOU ARE HEREBY REQUIRED AND COMMANDED TO COLLECT from the
several persons named in the assessment roll, to which this warrant is annexed, the several sums
mentioned in the total \$24,577,093 column thereof opposite their respective name, together with
your fees thereon as herein provided.

On all sums of taxes or assessments received or collected within thirty days after giving the
notice required by law you are to collect no fees. After the expiration of thirty days, you are
hereby authorized to add and collect two per centum on every dollar for collecting the same as
your fees thereon.

YOU ARE FURTHER REQUIRED AND COMMANDED to pay over all monies so
collected by you, (exclusive of your fees for collection), to the proper officer daily and return this
warrant to me within ninety days from date.

If any person shall neglect or refuse to pay any tax imposed upon him, or the fees herein
allowed, after giving the notice required by law and waiting the time specified in the statute, you
are hereby authorized to levy the same by distress and sale upon any personal property in said
County belonging to, or in possession of, such person and cause the same to be sold, at public
auction or otherwise in accordance with the City Charter, for the payment of such tax and the
fees and expenses of collection, and no claim of property to be made by any other person thereto
shall be available to prevent such sale and for so doing this shall be your sufficient warrant.

IN WITNESS THEREOF, the Common Council of said City, at a regular session, held
on 12/16/2025 has authorized this warrant to be signed by the Mayor of said City, and the Seal
of the City to be affixed thereto, by a resolution duly passed by a majority vote of said Council,
and I, in pursuance of such authorization, have this 16th day of December in the year of our Lord
Two Thousand Twenty two hereunto set my hand and caused the Corporate Seal of the City of
Middletown to be affixed.

MAYOR



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 345-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$350 Transfer within 2025 Senior Center Budget for Telephone Expenses

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

Golden Area Transportation

FROM	TO	AMOUNT
GA.5680.440 – Repairs to Equipment	GA.5680.481 – Telephone Expense	\$150.00

Senior Center

FROM	TO	AMOUNT
A.6772.401 – Travel Expense	A.6772.481 – Telephone Expense	\$200.00

Prepared by:
Julisa Sierra, Senior Center Dir

Attachments:

1.	BOE requests December 9 2025
----	------------------------------



Senior Transportation: (845) 346-4070
Senior Activities: (845) 346-4071
Fax: (845) 346-4072

Center Information: (845) 346-4073
Senior Travel: (845) 346-4074
Director: (845) 346-4075

December 9, 2025

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

The Senior Citizen Department, Mulberry House Senior Center, respectfully requests the Board of Estimate to approve:

1. A resolution to accept Amendment #8 for 2025 additional funding of \$21,721.00 from Orange County Office for the Aging for 2025 Goldenarea Transportation within Senior Department Operating Budget and also review and accept amendments and additional required documents attached requesting Mayor's signature of amendments.

Respectfully submitted,
Julisa Sierra,

Julisa Sierra



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 346-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Agreement with Pets Alive Inc. for the Trap, Neuter & Release Program (TNR)

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and5 authorizes an agreement with Pets Alive Inc. Trap, Neuter & Release Program (TNR)

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Pets Alive Contract 2026
----	--------------------------

AGREEMENT

THIS AGREEMENT made this ____ day of ____, 202_ and ending December 31st, 2026, between the **City of Middletown**, a municipal corporation organized under the laws of the state of New York, located at 16 James Street, Middletown, New York 10940 ("City"), and **Pets Alive Inc.**, a charitable organization and corporation under the laws of the State of New York, located at 363 Derby Road, Middletown, New York, 10940.

WITNESSETH

WHEREAS, Pets Alive owns and operates a shelter for the care of dogs, cats, and other animals, as well as provides TNR services; and

WHEREAS, the City of Middletown desires to utilize the services of Pets Alive as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, Pets Alive and the City of Middletown do hereby agree as follows:

Recovery Stations:

- The care for cats at the recovery area shall include but not limited to; feeding, cleaning, identify friendlies and report issues.
- Males recover overnight, females recover in two/three nights.
- Volunteers will be provided with supplies needed (gloves, cleaning products, food, litter, water bowls, litter pans, etc.) by the organization.
- Pets Alive may also use fosters for recovery stations for both kittens and adults as needed.

Issues & Solutions:

- If a feral cat is very late term pregnant, then the female will be housed or fostered in an isolated area until she has given birth and weaned her kittens. Once weaned, the kittens will be altered and adopted out. The mother cat will be spayed and returned.
- Friendly cats will be identified and adopted out as friendly indoor cats.
- All cats released back into the community will be ear tipped. Ear tipping advises that the cat has already been spayed or neutered.

Protocol For Sick Cats:

- Sick cats will be evaluated on a case-by-case basis.
- If a cat is seriously ill and the veterinarian feels the chances of survival are little to nothing, the cat will be humanely euthanized. The City of Middletown will cover up to \$100 which includes the \$50 TNR fee.

- If a cat needs medical attention before it is released back into the community, The City of Middletown will cover up to \$100 for medical expenses.

Volunteers and Staff:

- The TNR project will mainly be handled by volunteers and managed by TNR Coordinator, Debbie Pesola, under management of Pets Alive staff.
- Will verbally notify residents in the area approximately 2 days prior to trapping in each location (for resident's who usually allow their cats outside, will keep their animals inside during trapping days).
- Trapping will take place on Tuesday nights, and will be spayed/ neutered, vaccinated and ear tipped on Wednesdays at The Animal Rights Alliance (T.A.R.A).
- The ACO will assist Pets Alive with notifications in trapping areas as needed.
- Transport cats to and from the vet once trapped.
- Deliver cats to designated recovery areas after surgery.
- Pick up cats from the recovery area and return him/her to the original colony location.

TNR Coordinator and Pets Alive staff will:

- Schedule volunteers to trap, transport, care-give and other needs as identified.
- Interact with the public as needed.
- Track information such as number of cats, locations, number of inquiries, issues, etc.
- Train all volunteers on trapping and releasing.

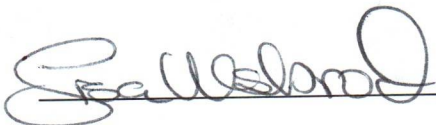
TNR Locations:

- The Middletown ACO will advise Pets Alive via email and or by phone of locations where trapping is needed on city owned property.
- The ACO will direct residents who are in need of TNR services on private property to the Pets Alive website and phone number.

Reimbursement from the City of Middletown, New York:

- The City of Middletown will pay Pets Alive a fee of \$50 per cat for TNR services.
- The City of Middletown will notify Pets Alive when the yearly TNR budget is exhausted.

- Pets Alive will provide a monthly invoice to the City of Middletown ACO via email at Msmall@middletownpolice.com and to the confidential secretary at Cdugan@middletownpolice.com.
- Accompanied with each invoice shall be a description of each cat that was trapped along with its location and final disposition of each cat (re-released, adopted out, etc.).
- Any documentation provided by the veterinarian for each cat that was TNR'D should accompany the invoice as well.
- Pets Alive will submit a copy of certificate of liability insurance at the time of signing this contract.



Pets Alive

Date

Joseph DeStefano, Mayor

Date



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 347-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Agreement with Pets Alive Inc. to Shelter Stray Cats and Dogs

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with Board of Estimate and Apportionment authorizes an agreement with Pets Alive Inc. to shelter stray cats and dogs.

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

Prepared by:

Attachments:

1.	Scan2025-12-09_152734
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AGREEMENT

THIS AGREEMENT made this _____ day of _____, 202__ pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the City of Middletown, a municipal corporation organized under the laws of the State of New York, party of the first part, address: 16 James Street, Middletown, NY 1094 (hereinafter referred to as the "City,") and Pets Alive Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Law of the State of New York, and having its office and principal place of business at 363 Derby Rd., Middletown, NY 10940, party of the second part (hereinafter referred to as "Pets Alive").

WITNESSETH:

WHEREAS, Pets Alive owns and operates a shelter for the care of dogs and the City requires a facility suitable for such shelter and care, and

WHEREAS, the City desires to utilize the services of Pets Alive and access to said shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, Pets Alive and the City do hereby agree as follows:

- Pets Alive shall act as a secondary shelter for dogs seized within the City by an authorized Animal Control Officer in accordance with Article 7 of the Agriculture and Markets Law. Pets Alive's duties with respect to said dogs shall be performed at the cost and expense of Pets Alive and are as follows:
 - To properly shelter, care, feed, and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
 - To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
 - To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period if at the end of the appropriate redemption period, said dog has not been redeemed by its owner, provided that the dog's temperament and health makes it suitable for adoption, which is to be determined solely by Pets Alive's Director.
 - To determine that the appropriate license has been issued and the appropriate fees paid to the City before the dog is released to the owner. Pets Alive shall have no obligation to return the dog to the owner until satisfactory proof of such has been provided to Pets Alive.
 - Any sick or injured animal picked up by the Animal Control Officer shall receive appropriate veterinarian care prior to delivery to the shelter. At the time of delivery to the shelter, the Animal Control Officer shall provide the shelter, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication to treat the dog. Any subsequent additional expense related to the dog shall be billed directly to the City during the redemption period.

- To arrange for a veterinarian or a New York State Licensed technician to humanely euthanize any dog for which euthanasia is necessary and legally authorized, and to arrange for the cremation of any dogs so euthanized.
- To prepare, retain, and make available to the City complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.
- Pets Alive shall **NOT** accept for impoundment any dogs which:
 - Are in need of veterinary services, except in accordance with paragraph 1(e), or
 - Are not accompanied by the appropriate Animal Control Officer's seizure report
 - It does not have room to house within the shelter.
- Pets Alive shall accept from the City Animal Control Officer(s) any homeless stray and
- abandoned which are picked up by the Animal Control Officer(s) in the City. Pets Alive will allow the Animal Control Officer(s) of the City access to its shelter at reasonable times.
- In consideration for the above mentioned services, the City shall remit to Pets Alive, within 30 days after the City Council has audited and approved for payment Pets Alive's voucher, the sum of **\$ 300.00 per dog** to be paid quarterly.
- Nothing contained herein shall limit Pets Alive's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Society in providing pound and shelter for any City dogs.

Nothing contained herein shall limit the City's rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover the owner of any dog delivered by the City to Pets Alive's shelter any fees, charges or outstanding fines or penalties owned by such owner of the City.

Nothing herein shall obligate the City to deliver to Pets Alive any minimum number of dogs or all of the dogs seized in the City by the City Animal Control Officer(s).

- The term of this agreement is from **January 1st, 2026 through December 31st, 2026**, unless earlier terminated pursuant to the provisions of paragraph 8. In the event that the parties fail to fully renew this Agreement upon the termination of the same, this

Agreement shall be deemed to be self-perpetuating, unless the same is formally terminated as hereinbefore provided by either party.

- Pets Alive shall not commence services under this contract unless it has obtained all insurance required under this paragraph and such insurance has been approved by the City.
 - **Compensation Insurance** – Pets Alive shall take out and maintain during the life of this contract, Workers' compensation insurance for its employees to be assigned to the work hereunder.
 - **General Liability and Property Damage Insurance** – Pets Alive shall take out and maintain during the life of this contract, such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows: (**See attached Certificate of Insurance**).
 - Pets Alive shall furnish the above insurances to the City and shall also name the City as an additional named insured in said policies.
 - Any significant incident involving a dog after it has been delivered to Pets Alive shall be reported to the Animal Control Officer of the City as soon as possible and not later than twenty-four hours from the time of such incident. A detailed written report must be submitted to the City as soon thereafter as possible but not later than three (3) days after the date of such incident.
- The City shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:
 - Pets Alive is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - A receiver or liquidator is appointed for Pets Alive or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days, or
 - Pets Alive fails or refuses to comply with all applicable laws or ordinances; or
 - Pets Alive is guilty of substantial violation of any provision of this contract;
 - In any event, either party, may, without prejudice to any other rights or remedy it may have, within fourteen (14) days written notice to the other party, terminate this Agreement.
- Pets Alive shall have the right to cease performing or terminate the contract if the City is guilty of a substantial violation of any provisions of this contract.

- It is hereby mutually covenanted and agreed that the relation of Pets Alive to the services to be performed by it under this contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not Pets Alive, its agents, or employees have been negligent. Pets Alive shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. Pets Alive shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. Pets Alive shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances.
- Pets Alive agrees to defend, indemnify and save the City, its officers, agents and employees, harmless from any and all liability imposed on the City, its officers, agents and/or employees arising from the negligence, active or passive, of Pets Alive, and the City agrees to defend, indemnify and save Pets Alive, its officers agents and employees, harmless from any and all liability imposed on Pets Alive, its officers agents and/or employees arising from the negligence, active or passive, of the City.
- In accordance with the provisions of Section 109 of the General Municipal Law, Pets Alive is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the City.
- Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this contract shall be physically amended to make such insertion. In particular, Pets Alive shall, amongst other things, fully comply with:
 - Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.
 - Affirmative action as required by the Labor law.
- Should any dispute arise between the City and Pets Alive regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in a manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

The Supervisor/Mayor of City of Middletown, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the City. Pets Alive represents that the member of Pets Alive, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of Pets Alive. The instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the City Clerk.

- Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: City of Middletown

16 James Street

Middletown, NY 10940

To: Pets Alive, Inc.

363 Derby Rd.

Middletown, NY 10940

- No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.
- This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the City of Middletown Clerk has caused its corporate seal to be affixed hereto and these present to be signed by _____, its Supervisor/Mayor duly authorized to do so, and to be attested by _____, Clerk of City of Middletown, and the Society has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(Seal of the City)

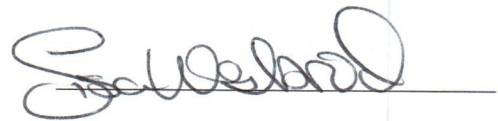
Attest:

Supervisor/Mayor

City Clerk

Pets Alive INC.

Attest:

A handwritten signature in cursive script, appearing to read "Sally Wood", is written over a horizontal line.

Pets Alive



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 348-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$20,000 Transfer in the 2025 Department of Public Works Budget for Repair and Maintenance to Sanitation Vehicles

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$20,000, in the following manner,

FROM	TO	AMOUNT
A.5110.417	A.8160.440	\$10,000
A.8160.417	A.8160.440	\$10,000

Prepared by:

Attachments:

1.	Transfer of Funds 12-9-25-Sanitation Repairs
----	--

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 9, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds for Sanitation Repairs

We respectfully request a transfer within our 2025 budget lines to cover repair and maintenance to sanitation vehicles

	FROM	AMOUNT	TO
1.	A.5110.417 Fuel	\$10,000.00	A.8160.440 Repairs to equipment
2.	A.8160.417 Equipment	\$10,000.00	A.8160.440 Repairs to equipment

Thank you.

MC



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 349-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$13,191.25 Transfer for Repairs to the Sprinkler System at the Paramount Theater

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$13,191.25 in the following manner,

FROM	TO	AMOUNT
GENERAL FUND	A.1620.470	\$13,191.25
	REPAIRS TO BUILDING	

To cover repairs of the sprinkler system in the basement of the Paramount Theatre that was not a budgeted item. This will include drainage, replacement of 100 feet of corroded piping, and check valves.

Prepared by:

Jacob Tawil

Attachments:

1.	Transfer of Funds 12-3-25-Parmount Sprinklers
2.	sprinkler system

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 3, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds for Paramount Sprinkler system

We respectfully request a transfer from the General Fund to cover repairs of the sprinkler system in the basement of the Paramount Theatre that was not a budgeted item. This will include drainage, replacement of 100 feet of corroded piping, and check valves.

FROM	AMOUNT	TO
1. General Fund	\$13,191.25	A.1620.470 Repairs to Building

Thank you.

MC

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 3, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds for Paramount Sprinkler System

We respectfully request a transfer from the General Fund to cover repairs of the sprinkler system in the basement of the Paramount Theatre that was not a budgeted item. This will include drainage, replacement of 100 feet of corroded piping, and check valves.

FROM	AMOUNT	TO
1. General Fund	\$13,191.25	A.1620.470 Repairs to Building

Thank you.

MC

Proposal #90 - Deficiency repair

Sullivan Fire Protection Corporation
6 Railroad Plaza P.O. Box 2021 South
Fallsburg NY 12779
P: (845) 434-4030
Proposal Date: 12-01-2025

Prepared By

Matt Waldman
sullivanfirematt@gmail.com
8458074111

Prepared For

Paramount Theatre
17 South St Middletown NY 10940
Stefania Sande
ssande@middletownny.gov
845-591-6089

Summary

We propose to drain the fire sprinkler system and replace approx. 100 feet of heavily corroded piping in the basement including 6" supply piping, 4" main piping, 4" fdc piping, and check valves.

Scope Of Work

Description	Total
Replacement material for corroded piping	\$3,800.00
Technician - Technician 1	\$4,200.00
Technician - Technician 2	\$4,200.00
Sub Total	\$12,200.00
Tax Amount (8.125%)	\$991.25
Total Amount	\$13,191.25

Exclusions

Any necessary repairs of the sidewalk due to removal and reinstallation of the FDC piping shall be done by others.

Attachments

Name	Link
11/25/2025 - Wet,Hose valve	Download

Photos



Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date

Terms And Conditions

This proposal is based on the information provided at the time of quotation. Any work or materials required due to unforeseen conditions, code changes, or items not specifically included in this proposal will be considered additional and billed accordingly.

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Report of Inspection / Test General Questions

VALVE AREA

Is Hydraulic Design Information Sign or Pipe Schedule System sign provided, attached securely and legible?	☒ Yes ☐ No ☐ NA	Is General Information Sign provided, securely attached and legible?	☒ Yes ☐ No ☐ NA
Are the control valves with locks in correct (open or closed) position?	☒ Yes ☐ No ☐ NA	Are the control valves with locks locked or is supervision in place?	☒ Yes ☐ No ☐ NA
Are the control valves with locks accessible?	☒ Yes ☐ No ☐ NA	Are the control valves with locks free from any leaks?	☒ Yes ☐ No ☐ NA
Are the control valves with locks properly identified?	☒ Yes ☐ No ☐ NA	Are the control valves with electrical supervision in correct (open or closed) position?	☒ Yes ☐ No ☐ NA
Are the control valves with electrical supervision locked or is supervision in place?	☒ Yes ☐ No ☐ NA	Are the control valves with electrical supervision accessible?	☒ Yes ☐ No ☐ NA
Are the control valves with electrical supervision free from any leaks?	☒ Yes ☐ No ☐ NA	Are the control valves with electrical supervision properly identified?	☒ Yes ☐ No ☐ NA
Are the gauges on system showing normal water supply pressure?	☒ Yes ☐ No ☐ NA	Have the mechanical waterflow alarm devices passed tests by opening inspector's test connection/bypass connection with alarms actuating and flow observed?	☒ Yes ☐ No ☐ NA
Do valve supervisory switches indicate movement?	☒ Yes ☐ No ☐ NA	The electrical waterflow alarm devices passed test by opening inspector's test connection/bypass connection with alarms actuating and flow observed?	☒ Yes ☐ No ☐ NA
All control valves operated through full range and returned to normal position?	☒ Yes ☐ No ☐ NA		

ALARMS

Are alarms and supervisory devices not damaged?	☒ Yes ☐ No ☐ NA	
---	---	--

FIRE DEPARTMENT CONNECTION

Is the FDC plainly visible and easily accessible?	☒ Yes ☐ No ☐ NA	Are the FDC swivels and couplings not damaged?	☒ Yes ☐ No ☐ NA
Are the FDC caps and plugs in place and undamaged?	☒ Yes ☐ No ☐ NA	Are the FDC gaskets in place?	☒ Yes ☐ No ☐ NA

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
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Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Is the clapper and automatic drain valve in place and properly operating?

☐ Yes
☒ No
☐ NA

Is the FDC identification sign(s) in place?

☒ Yes
☐ No
☐ NA

Has the interior of the FDC been inspected, and clear of obstructions?

☐ Yes
☒ No
☐ NA

Is the visible piping supplying the FDC undamaged?

☐ Yes
☒ No
☐ NA

PIPES

Are the visible pipe and fittings in good condition with no external corrosion?

☐ Yes
☒ No
☐ NA

Do visible pipe and fittings have no mechanical damage or leaks?

☐ Yes
☒ No
☐ NA

Does visible pipe have no external loads?

☒ Yes
☐ No
☐ NA

Are visible pipe hangers and seismic braces not damaged or loose?

☐ Yes
☒ No
☐ NA

Has an assessment of internal condition of piping been performed in the last 5 years?

☐ Yes
☒ No
☐ NA

SPRINKLER HEADS

Are visible sprinklers in the proper position: upright, pendent, sidewall?

☒ Yes
☐ No
☐ NA

Are visible sprinklers free of corrosion and physical damage?

☒ Yes
☐ No
☐ NA

Is there proper clearance below the sprinklers?

☒ Yes
☐ No
☐ NA

Are visible sprinklers free of foreign materials including foreign paint?

☒ Yes
☐ No
☐ NA

Is there liquid in all visible glass bulb sprinklers?

☒ Yes
☐ No
☐ NA

Are there spare sprinklers and a sprinkler wrench?

☒ Yes
☐ No
☐ NA

5 YEAR

Have gauges been replaced or calibrated?

☒ Yes
☐ No
☐ NA

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
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Conducted by: Ted Degraw

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6 Railroad Plaza
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Report of Inspection / Test for System - Wet

MAINTENANCE

Have gauges been checked by a calibrated gauge or replaced in the last 5 years?

☒ Yes
☐ No
☐ NA

Report of Inspection / Test for Asset - Hose valve

INSPECTION

Is the hydraulic sign/placard attached securely to the standpipe system and legible?

☒ Yes
☐ No
☐ NA

Are the fire hose connections free of damage?

☒ Yes
☐ No
☐ NA

Are the hose valves in place and free of damage or leaks?

☒ Yes
☐ No
☐ NA

Are the threads on the hose connections valves free of damage?

☒ Yes
☐ No
☐ NA

Are the hose connections cap gaskets in place and free of deterioration?

☒ Yes
☐ No
☐ NA

Are the hose connections caps in place and free of damage?

☒ Yes
☐ No
☐ NA

Are the hose connections valves free of physical or visible obstructions?

☒ Yes
☐ No
☐ NA

Is the standpipe piping on the system free of damage?

☒ Yes
☐ No
☐ NA

Are all of the pipe support devices (hangers, seismic bracing, etc.) in place and free of damage?

☒ Yes
☐ No
☐ NA

Are all of the supervisory signal initiating devices free of damage?

☒ Yes
☐ No
☐ NA

TESTING

Do valve supervisory switches indicate movement?

☒ Yes
☐ No
☐ NA

Are all control valves operated through full range and returned to normal position?

☒ Yes
☐ No
☐ NA

Have hose valves for Class I and Class III systems passed opening and closing test?

☒ Yes
☐ No
☐ NA

Did hose valve for Class II systems pass opening and closing test?

☒ Yes
☐ No
☐ NA

5 YEAR

Have gauges been checked by a calibrated gauge or replaced?

☒ Yes
☐ No
☐ NA

HOSE VALVES - Hose valve

Location	Has PRV	Size	Good Condition	PSI	Exercised	Notes
Stage right	N/A	1.5"	Yes	51	Yes	

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

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17 South St
Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

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MAIN DRAIN FLOW TESTS

System	Initial Static	Residual	Static	Seconds to Return to Initial Static	Flow Observed?	Did waterflow alarm operate?	Are results comparable to previous test?
Wet	55	44	55	2	Yes	Yes	Yes

INSPECTORS TEST CONNECTION

Wet (Wet)

Location	Description	Time to Alarm (seconds)	Reported?	Smooth Orifice	Easily Accessible	Signs?	Pass?
On stage	Inspectors test valve for the Waterflow device	40	Yes	Yes	Yes	Yes	Yes

VALVES

Wet (Wet)

Description	Location	Valve Type	Size	Secured	Open	Easily Accessible	Signs	Exercised	Stems Lubricated	Flow Pass	Tamper Pass
Control	Basement	OS&Y	6"	Supervision	Yes	Yes	Yes	Yes	Yes	Pass	Pass

DRAIN VALVES

Wet (Wet)

Description	Location	Drain	Aux Drain Drained	Water Flow Observed
2" main drain	Basement	Angle Valve	Yes	Yes

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
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Stefania Sande 845-346-4192
Print Date: 11-25-2025

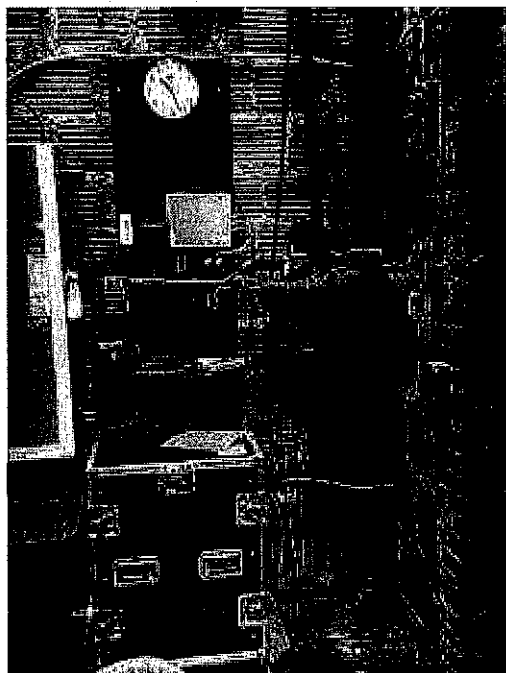
Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Questions with Photos and Notes

Stage right - N/A - 1.5"

Notes:



Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Deficiencies - General Questions

Deficiency #1

Is the clapper and automatic drain valve in place and properly operating?: No

Notes: The fdc ball drip is installed vertically. Should be horizontal.

Deficiency #1 - Photo #1



Date Taken: November 18, 2024

Deficiency #2

Is the visible piping supplying the FDC undamaged?: No

Notes: The fdc piping is heavily corroded

Report of Inspection / Test

Annual NFPA 25

11-25-2025

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Paramount Theatre
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Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Deficiency #2 - Photo #1



Date Taken: November 18, 2024

Report of Inspection / Test

Annual NFPA 25

11-25-2025

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Deficiency #2 - Photo #2



Date Taken: November 18, 2024

Report of Inspection / Test

Annual NFPA 25

11-25-2025

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Deficiency #2 - Photo #3



Date Taken: November 18, 2024

Deficiency #3

Are the visible pipe and fittings in good condition with no external corrosion?: No

Notes: Main piping coming into building is heavily corroded and leaking slowly.

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

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Deficiency #3 - Photo #1



Date Taken: November 25, 2025

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
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Print Date: 11-25-2025

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Deficiency #3 - Photo #2



Date Taken: November 25, 2025

Report of Inspection / Test

Annual NFPA 25

11-25-2025

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Deficiency #3 - Photo #3



Date Taken: November 25, 2025

Deficiency #4

Has the interior of the FDC been inspected, and clear of obstructions?: No

Notes: Fdc head has locked Knox caps.

Deficiency #5

Do visible pipe and fittings have no mechanical damage or leaks?: No

Notes: Main piping coming into building is heavily corroded and leaking slowly

4" piping heavily corroded and leaking.

Report of Inspection / Test

Annual NFPA 25

11-25-2025

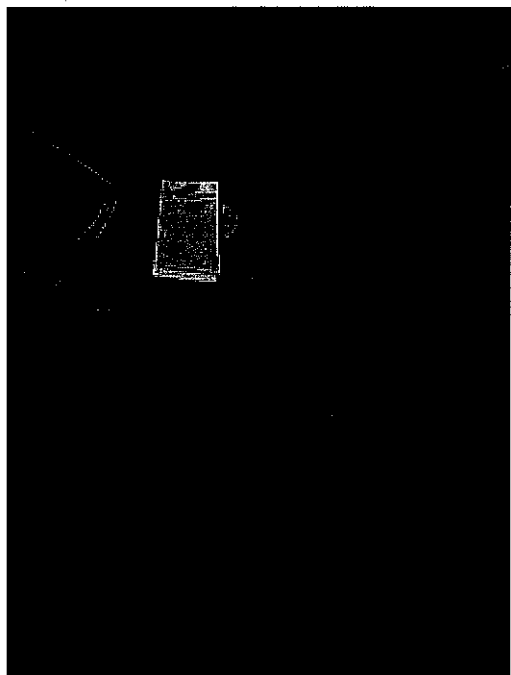
Property

Paramount Theatre
17 South St
Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Deficiency #5 - Photo #1



Date Taken: November 25, 2025

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Deficiency #5 - Photo #2



Date Taken: November 25, 2025

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
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Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Deficiency #5 - Photo #3



Date Taken: November 25, 2025

Deficiency #C

Are visible pipe hangers and seismic braces not damaged or loose?: No

Notes: Hangers are also heavily corroded and rusted in basement

Deficiencies - General Wet System Questions

None

Deficiencies - Wet

None

Deficiencies - Hose valve

None

Deficiencies - Hose Valves - Hose valve

None

Deficiencies - Inspectors Test Connection

None

Deficiencies - Valves

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
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Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
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None

Deficiencies - Drain Valves

None

Report of Inspection / Test

Annual NFPA 25

11-25-2025

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Paramount Theatre
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Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

Inspector Signature

I state that the information on this form is correct at the time and place of my inspection, and all equipment tested at this time was left in operational condition upon completion of this inspection except as noted.

Inspector Name	Signature	Date Completed
Ted Degraw		2025-11-25

Client Signature

SULLIVAN FIRE PROTECTION CORP.

P.O. Box 2021, 6 Railroad Plaza, South Fallsburg, New York 12779 Phone: 845-434-4030 Fax: 845-434-5723

Inspection Agreement

1. Reports: The results of the inspection and/or test shall be detailed on Sullivan Fire Protection Corp. then current report form which shall be distributed to the CUSTOMER and any designee of CUSTOMER.
2. Inspection Notification: Prior to Sullivan Fire Protection Corp. performing any tests, the CUSTOMER must notify any alarm monitoring COMPANY, the local fire department, and all occupants and tenants.
3. Emergency/Additional Inspection: Emergency or additional inspections requested by the CUSTOMER will be furnished at an extra charge and be subject to all terms and conditions of this Agreement.
4. Additional Equipment: In the event additional equipment is installed or the systems are modified after the date of this contract, the annual inspection charge shall be increased in accordance with Sullivan Fire Protection Corp. prevailing rates as of the first inspection of the additional equipment/modification.
5. Water Supply: Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the CUSTOMER. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside the water based fire protection system installed in your facility. Such testing and treatment can be provided pursuant to a separate written agreement.
6. Scope of Inspection: The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement does not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments. Sullivan Fire Protection Corp. may choose to offer such services at an additional charge, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations.

Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. Sullivan Fire Protection Corp. makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

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Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

The scope of work under this Agreement is limited to the provision of inspection and testing services. Sullivan Fire Protection Corp. is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection. Access to all areas of the building shall be available for Sullivan Fire Protection Corp at the time of the inspection. Coordination and notification of said access is the sole responsibility of the customer. Any area of the building to which access is limited or unavailable at the time of inspection shall be excluded from the inspection.

Sullivan Fire Protection Corp. does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of CUSTOMER's particular location.

7. Work of Others: Sullivan Fire Protection Corp. makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed/modified fire sprinkler/suppression or alarm system(s). Sullivan Fire Protection Corp. makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection/suppression or notification equipment. Sullivan Fire Protection Corp. cannot and does not guarantee that loss or damage will not occur.

8. Limitation of Liability - Liquidated Damages: The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Sullivan Fire Protection Corp. to perform any of its obligations hereunder. CUSTOMER does not desire that this contract provide for full liability of Sullivan Fire Protection Corp. and agrees that Sullivan Fire Protection Corp. shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which the inspection and/or testing is designed to detect or avert. If Sullivan Fire Protection Corp. shall be found liable for loss or damages due to a failure of inspection and/or testing in any respect, Sullivan Fire Protection Corp. liability shall be limited to the lesser of a sum equal to one-half (1/2) of the current annual inspection charge paid (or to be paid) by the CUSTOMER or \$1,000.00 as liquidated damages and not as a penalty. The amounts payable to COMPANY hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the premises, CUSTOMER's property or the property of others located in CUSTOMER's premises. IN NO EVENT WILL CONTRACTOR BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

LIMITATION OF LIABILITY AND WARRANTY - NO EXPRESS OR IMPLIED WARRANTIES - THE CUSTOMER UNDERSTANDS AND AGREES THAT SULLIVAN FIRE PROTECTION CORP. HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT COMPANY MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED, AND THAT NO REPRESENTATIVE OF SULLIVAN FIRE CORP. HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

9. Waiver of Subrogation: Sullivan Fire Protection Corp. is not an insurer against loss or damage. Sufficient insurance shall be obtained by and is the sole responsibility of OWNER/CUSTOMER. CUSTOMER agrees to rely exclusively on CUSTOMER's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property therein. CUSTOMER does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge Sullivan Fire Protection Corp. from and against all damages covered by CUSTOMER's insurance, it being expressly agreed and understood that no insurance COMPANY, insurer or other entity/individual will have any right of subrogation against Sullivan Fire Protection Corp.

10. Water Discharge: Sullivan Fire Protection Corp. will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. CUSTOMER must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability for water discharge.

11. Severability: If any provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalid or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of Sullivan Fire Protection Corp. and the CUSTOMER shall be construed and enforced accordingly.

12. Attics: Attics are excluded from this agreement unless after Sullivan Fire Protection Corp. investigation and in its sole discretion the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the agreement. Further, only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the agreement. Assessment of the suitability of access, flooring and lighting is solely within the discretion of Sullivan Fire Protection Corp. Any attic deemed safe and accessible must be specifically listed on the front of the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the agreement.

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

Paramount Theatre
17 South St
Middletown NY 10940
Stefania Sande 845-346-4192
Print Date: 11-25-2025

Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

13. Authorization: The person executing this Agreement on behalf of the CUSTOMER, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's designee.

14. NFPA 25: CUSTOMER has reviewed and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences of failure to comply with the requirements therein. CUSTOMER shall comply with the requirements of NFPA 25. CUSTOMER is responsible for maintaining all fire protection equipment in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

15. Entire Agreement: This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous Agreements between the parties. This Agreement may be amended only in a writing signed by both parties.

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS INCLUDED HEREIN

Client Name	Signature	Date Completed
Stefanie		2025-11-25



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 350-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$10,025 Transfer within the 2025 Water Budget to Cover the Cost of Repairs to a Water Main Break

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$10,025, in the following manner, to cover additional repair help from Boyce Excavating for the Water Main Break on Dolson Ave that took place on November 21, 2025

FROM	TO	AMOUNT
F.8340.479	F.8340.400	\$2,500
EQUIPMENT RENTAL	CONTRACTUAL	
F.8340.200	F.8340.400	\$7,525
EQUIPMENT	CONTRACTUAL	

Prepared by:

Jacob Tawil

Attachments:

1.	Transfer of Funds 12-3-25-Water Dept
2.	water main

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 3, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds for Emergency Water Main Break

We respectfully request a transfer within our 2025 budget lines to cover additional repair help from Boyce Excavating for Water Main Break on Dolson Ave that took place on November 21, 2025

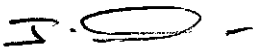
	FROM	AMOUNT	TO
1.	F.8340.479 Equipment Rental	\$2,500.00	F.8340.400 Contractual
2.	F.8340.200 Equipment	\$7,525.00	F.8340.400 Contractual

Thank you.

MC

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 3, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works 
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	FROM	AMOUNT	TO
1.	F.8340.479 Equipment Rental	\$2,500.00	F.8340.400 Contractual
2.	F.8340.200 Equipment	\$7,525.00	F.8340.400 Contractual

Thank you.



Boyce Excavating, Co. Inc.
2817 US Rt. 6
PO Box 367
Slate Hill NY 10973

Service Invoice

Invoice#: 20142097

Date: 11/25/2025

Billed To: CITY OF MIDDLETOWN
16 JamesSt
Middletown NY 10940

Project:
Dolson Avenue
Middletown NY 10940

Description	Quantity	Price	Ext Price	Sales Tax
Dolson Avenue Water Main Break				
Laborer (3 @ 8 Hrs ea)	24.0000	185.000000	4,440.00	
Laborer OT (3 @ 2.5 hrs each)	7.5000	277.500000	2,081.25	
Operator	8.0000	185.000000	1,480.00	
Operator OT	2.5000	277.500000	693.75	
Supervisor	4.0000	185.000000	740.00	
Trench Roller Per Day	4.0000	147.500000	590.00	

OK
B.S.

Mar } 8340-479 → 8340-40
8340-200 → 8340-40

We are now accepting Visa, Mastercard & Discover.
There is a 4.5% processing fee.
Thank you for your prompt payment!

Non-Taxable Amount:	10,025.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	10,025.00

Payment is due within 30 days. Please be advised that we will charge the Maximum allowable interest per month on late invoices.
Effective December 01, 2024 a Service Fee of \$25.00 will be added to each invoice.



ADDITIONAL WORK AUTHORIZATION

Boyce Excavating Co., Inc.
2817 US Route 6 - PO Box 367
Slate Hill, NY 10973

6681

CUSTOMER NAME: <i>city of middleburg</i>		JOB NAME: <i>water Dep.</i>	DATE: <i>11/21/21</i>
STREET:		PHONE #:	CO #:
CITY:	STATE:	JOB ADDRESS:	

DESCRIPTION OF WORK ABOVE AND BEYOND CONTRACT WORK YOU ARE AUTHORIZING TO BE PERFORMED:

water main break on Dolson Ave

QUANTITY	UNITS	EQUIPMENT/LABOR/DESCRIPTION	HOURS EACH	TOTAL HOURS	COMMENTS
3		labor		10.5	each
1		operator		10.5	
1		Trench Riller		4	
1		Supervisor		4	

*I authorize this additional work and acknowledge that there will be additional charges above and beyond the contract on a time and material basis at the agreed upon rates in the contract.

Authorizing Signature: *[Signature]* *Rep. Comm C/mediation*

Name: _____

Operator/Supervisor: *[Signature]*

STATEMENT OF COMPLIANCE

(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 11/21/2025 at Slate Hill, NY

I, ERIN BOYCE do certify under penalty of perjury:

1) That all of the information in this report is true and correct.
2) That I pay or supervise the payment of the persons employed by Boyce Excavating, Co. Inc. on the CITY OF MIDDLETOWN, that during the payroll of 11/15/2025 to 11/21/2025 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

c) EXCEPTIONS

EXCEPTION (Trade)	EXPLANATION
Remarks	
Name and Title	Signature
ERIN BOYCE - OWNER/PRESIDENT	Erin Boyce

Certified Payroll Report

Report Period: 11/15/2025 to 11/21/2025

Payroll#: 2

Company: Boyce Excavating, Co. Inc.
2817 US Rt. 6
PO Box 367
Slate Hill NY 10973

Project: CITY OF MIDDLETOWN
16 JAMES ST
MIDDLETOWN NY 10940

Chk: 53474 Chk Date: 11/28/2025 From: 11/15/2025 To: 11/21/2025 Fed Allow: 0 State Allow: 0
Ssn: 123-60-2356 Med/FICA FedWh State SDI Other
WILLIAM J DALY JR 244.60 479.04 162.31 11.05 675.61
886 COUNTY ROUTE 12 Wages Add Ons Deduct Net
NEW HAMPTON NY 10958 3,367.86 200.00 1,572.61 1,995.25
Phone: (845) 386-2279 Heritage: White (not Hispanic/Latino) Gender: Male

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
11/21/2025	OP-A	Reg	8.00	101.9700	815.76				
11/21/2025	OP-A	Ovt	2.50	135.3300	338.33				
This Job:			10.50		1,154.09				

Chk: 53475 Chk Date: 11/28/2025 From: 11/15/2025 To: 11/21/2025 Fed Allow: 3 State Allow: 0
Ssn: 300-75-5217 Med/FICA FedWh State SDI Other
RUBEN ZEPEDA MORALES 162.41 176.37 108.02 0.60 292.45
276 INGRASSIA RD Wages Add Ons Deduct Net
MIDDLETOWN NY 10940 2,369.24 100.00 739.85 1,729.39
Phone: Heritage: Hispanic/Latino (any race) Gender: Male

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
11/21/2025	LAB-2	Reg	8.00	83.1300	665.04				
11/21/2025	LAB-2	Ovt	2.50	107.6800	269.20				
This Job:			10.50		934.24				

Chk: 53499 Chk Date: 11/28/2025 From: 11/15/2025 To: 11/21/2025 Fed Allow: 2 State Allow: 2
Ssn: 054-70-0245 Med/FICA FedWh State SDI Other
FRED DeGROAT JR. 180.74 215.40 121.91 9.77 161.50
37 SMITH RD Wages Add Ons Deduct Net
PORT JERVIS NY 12771 2,362.50 0.00 689.32 1,673.18
Phone: Heritage: White (not Hispanic/Latino) Gender: Male

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
11/21/2025	DIRECT	Reg	8.00	54.0000	432.00				30.40
11/21/2025	DIRECT	Ovt	2.50	81.0000	202.50				9.50
This Job:			10.50		634.50				39.90

Certified Payroll Report

Report Period: 11/15/2025 to 11/21/2025

Continued...

Chk: 53515	Chk Date: 11/28/2025	From: 11/15/2025	To: 11/21/2025	Fed Allow: 0	State Allow: 0
Ssn: 163-76-7885		Med/FICA	FedWh	State	SDI
CONNOR DECKER		142.46	248.42	92.27	7.83
211 3RD ST		Wages	Add Ons	Deduct	Net
MILFORD PA 18337		1,894.24	0.00	558.48	1,335.76
Phone: (570) 618-2630	Heritage: White (not Hispanic/Latino)		Gender: Male		

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
11/21/2025	LAB-2	Reg	8.00	83.1300	665.04				
11/21/2025	LAB-2	Ovt	2.50	107.6800	269.20				
		This Job:	10.50		934.24				

This Job:	42.00	3,657.07	39.90
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Certified Payroll Report

Report Period: Payroll Total For All Jobs
Payroll#: 2

Company: Boyce Excavating, Co. Inc.
2817 US Rt. 6
PO Box 367
Slate Hill NY 10973

Project: All Jobs

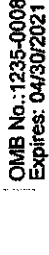
Payroll Totals for All Reported Checks:

Taxable Wages:	10,293.84
Employee Fica/Medicare:	730.21
Federal Income Tax:	1,119.23
State Income Tax:	484.51
Disability Insurance:	29.25
Other Deductions:	1,197.06
Net Pay:	6,733.58

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 04/30/2021

ADDRESS 2817 Route 6 / PO Box 367

Slate Hill, NY 10973

FOR WEEK ENDING

11/21/2025

PROJECT AND LOCATION

PROJECT AND LOCATION
CITY OF MIDDLETOWN
16 JAMES ST MIDDLETOWN NY 10940

PROJECT OR CONTRACT NO.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 3.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each employee receiving wages and fringe benefits is paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date 11/21/2025

ERIN BOYCE OWNER/PRESIDENT

I, (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Boyce Excavating, Co., Inc. on the
(Contractor or Subcontractor)

CITY OF MIDDLETOWN; that during the payroll period commencing on the
(Building or Work)

15 day of NOVEMBER, 2025, and ending the 21 day of NOVEMBER, 2025
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Boyce Excavating, Co., Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE ERIN BOYCE - OWNER/PRESIDENT	SIGNATURE <i>Erin Boyce</i>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 351-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$26,500 Transfer within the 2025 Paramount Budget Transfer

RESOLUTION AUTHORIZING TRANSFERS WITHIN THE 2025 PARAMOUNT THEATRE BUDGET

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a \$26,500 transfer within the 2025 Paramount Theatre budget, as follows:

FROM	AMOUNT TO
A.7010.200 – Equipment	\$15,000.00 A.7010.800 – City Sponsored Events
A.7010.200 – Equipment	\$5,000.00 A.7010.400 – Contractual

A.7010.470 – Repairs to Building \$3,000.00 A.7010.400 – Contractual
A.7010.200 – Equipment \$3,500.00 A.7010.448 – Promoters & Sponsors

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

Attachments:

1.	Paramount BOE transfers request 2025C
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OECD

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

December 9, 2025

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

RE: Paramount Theatre 2025

Dear Members:

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

From	Amount	To
A.7010.200 Equipment	\$15,000.00	A.7010.800 City Sponsored Events
A.7010.200 Equipment	\$5,000.00	A.7010.400 Contractual
A.7010.470 Repairs to Building	\$3,000.00	A.7010.400 Contractual
A.7010.200 Equipment	\$3,500.00	A. 7010.448 Promoters & Sponsors

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development
City of Middletown



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 352-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$2,643 Transfer within the 2025 City Clerk's Budget for City Code Updates

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the **Board of Estimate and Apportionment** and authorizes the the Treasurer to transfer \$2,643 in the following manner, for City Code Updates through General Code.

FROM	AMOUNT TO
A.1010.405 – Channel 20	\$2,643.00 A.1010.400 – Contractual Services

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 353-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$852 Transfer within the City Clerk's 2025 Budget for EZ Pass Tags

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$852, in the following manner, for EZ Pass Tags

FROM	TO	AMOUNT
A.1010.405 – Channel 20	A.1010.480 Office Expense	\$852

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 354-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$2000 Transfer within the City Clerk's 2025 Budget for End of Year Expenses

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$2000, with in the City Clerk's 2025 budget in the following manner, for end of year expenses.

FROM	TO	AMOUNT
A.1010.401	A.1010.480 Office Expense	\$2000

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 355-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an \$815 Transfer within the 2025 Office of Economic and Community Development Budget

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$815 in the following manner;

FROM	AMOUNT TO
CD.8686.418 – Auto Expense \$315.00	CD.8686.479 – Equipment Rental
CD.8686.418 – Auto Expense \$500.00	CD.8686.456 – Program Income Related

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

Attachments:

1.	OECD 2025 Budget Transfer 3DEC
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CITY OF MIDDLETOWN
Office of Economic & Community Development

December 10, 2025

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

RE: Office of Economic & Community Development/Dept 8686

Dear Members:

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

FROM	AMOUNT	TO
CD.8686.418 Auto Expense	\$315.00	CD.8686.479 Equipment Rental
CD.8686.418 Auto Expense	\$500.00	CD.8686.456 Program Income Related

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 356-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$8,709.22 Transfer within the 2025 Office of Economic and Community Development Budget for the Small Business Loan Program.

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes a budget adjustment within the 2025 Community Development Department budget, as follows:

FROM	AMOUNT TO
Community Development Fund Balance	\$8,709.22 CD.8686.457 – SBL Public Service

BE IT FURTHER RESOLVED; that said funds shall be applied to the City's Small Business Loan Program, representing Community Development funding received through Small Business

Loan repayments and returned to the City for programmatic use.

Prepared by:

Maria Bruni, Director of Economic and Community Development

Attachments:

1.	CDBG 2025 Budget Transfer - AdjustmentDEC
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CITY OF MIDDLETOWN
Office of Economic & Community Development

December 10, 2025

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

RE: Office of Community Development/Dept 8686

Dear Members:

I am requesting budget transfer/budget adjustment within the Community Development Department.

FROM	AMOUNT	TO
CD Fund Balance	\$8,709.22	8686.457 SBL Public Service

This funding transfer will be applied to the Small Business Loan Program. This is Community Development funding that comes back to us from Small Business Loan Repayments.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 357-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

**Resolution Authorizing a \$50,673.94 Transfer within the 2025 Police Budget for the
Cameras at Wolslayer Field**

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the Treasurer to transfer funds within the 2025 Police Department budget, as follows, for the purchase and installation of security and surveillance measures at Wolslayer Field.

FROM	AMOUNT TO
A.3120.100 – Personal Services \$50,673.94 A.3120.200 – Equipment	

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	City of Middletown - Wolslayer Field Security Proposal.
2.	12102025



2 Westchester Plaza
Elmsford, New York 10523

Proposal

Phone: 914-777-5700
Fax: 914-777-1857

Proposal #	Customer #	Proposal Date
13024	1856	11/25/2025

Customer:
City of Middletown Office of City Treasurer
16 James Street
Middletown, NY 10940

Site Location:
Wolslayer Field
294 NY-211
Middletown, NY 10940

Contact Information:

Customer Contact: J. Miguel Rodrigues
Cell Phone:
System Type: Network Video

Stratagem Contact: Morales, Basil
Phone: (845) 656-2289
Email: basil@nycctv.us

Stratagem Security is pleased to present you with the following proposal for your location. Based on your input and our evaluation of your needs, we have prepared a scope of work which details the equipment recommended for your facility.

The solution proposed represents Stratagem Security's most versatile, flexible and reliable system solution. The proposed system comes recommended to you only after extensive analysis of your business and security needs and requirements. As such, we believe the proposed solution offers the most cost-effective method of satisfying your initial requirements while supplying a strong base which can be expanded to accommodate future needs.

We will remain at your service to provide any clarification, definition, or further description of any portions of this proposal as you may require. We are confident you will be pleased with the pricing options available to you.

This proposal pricing is based on OGS Group 77201- Intelligent Facility & Security Systems and Solutions Award PT68864. All labor rates are prevailing wage and are based on fixed rate/lump sum agreement.

The below is a line from OGS on How to use the contract:

<https://ogs.ny.gov/system/files/documents/2019/04/23150attachment16.pdf>

Authorized Users MUST obtain a separate Prevailing Rate Case Number (PRC#) for each purchase from this contract where prevailing wage rates apply. The PRC # provided in this Bid is for information and evaluation purposes of the Centralized Contract only. When an Authorized User submits the request for the applicable prevailing wages, the Department of Labor will send the Authorized User an email with a link to the PRC information for the particular service agreement requested. For access to the Department of Labor (DOL) PRC # request page, use the following link (please copy and paste into internet browser address bar as direct link does not work):

<https://applications.labor.ny.gov/wpp/showPublicNewProject.do?method=showIt>

Note: This quote is valid for 45 days from the date of issue. Prices, availability, and terms are subject to change after this period.

CONTACT US		
Billing Questions	Service	Email
(914) 777-5700	(914) 777-5700	service@nycctv.us

To visit us online, please visit: <https://stratagemsecurity.net>



2 Westchester Plaza
Elmsford, New York 10523

Proposal

Phone: 914-777-5700
Fax: 914-777-1857

Brief Description:

Camera and Security System for New Field

Scope of Work

Stratagem will provide the following Network Video System for the Field:

- One (1) Exacqvision "Q" Series Server with 12TB Storage and 8 Licenses
- One (1) Additional License
- One (1) Rack Shelf
- One (1) 24U Server Cabinet
- One (1) Rack Mount UPS
- One (1) Rack Mount 16 Port POE Switch
- One (1) Rack Mount Patch Panel
- Nine (9) Keystone Jacks and Jumpers
- Seven (7) 5MP Dome Cameras and Back Box/Brackets:
 - 1.Equipment Room
 - 2.Side By Bathrooms
 - 3.Side Facing Field
 - 4.Side Facing Press Box
 - 5.Side Facing Lot
 - 6.Concession Area
 - 7.Press Box – With Wireless Antenna Kit, Hardened Switch/Power Supply, Pole Mount, and Hardware
- Two (2) 20MP Multi-Sensor Camera, Wireless Antenna Kit, Hardened Switch/Power Supply, Pole Mount, and Hardware Installed on Field Poles 1 & 2
- Fifteen (15) SD Cards
- One (1) Receiving Antenna to be Mounted on Concession Stand
- Cat6 Cable
- Misc. Outdoor Rated Cable, Conduit and Hardware
- Set-Up All Required Programming as per Template
- Misc. Conduit, Fittings and Hardware

Notes:

- * Server location must be heated during winter months.
- * Price includes all related labor, parts, hardware, and programming needed to complete installation.
- * Customer must provide network connection to access system remotely.
- * Customer is to provide Cable Modem for internet access at server location. Specifics to be provided upon acceptance of the proposal and installed prior to installation of network video equipment.
- * Customers I.T department is to provide network access, I.P. addresses for Network Video System, and identify ports on switches at each location as required for the system. Specifics to be finalized prior to installation.
- * Customer to provide and identify network port at Concession Stand and create VPN prior to installation.
- * Customer to provide 110VAC power, as designated by Stratagem prior to installation. This will require the city to have permanent unswitched electrical connections and cut-off switches installed for this equipment on the Telephone Poles listed:
- * Any device requiring software will need to be accessible and on site at the time of installation.

CONTACT US

Billing Questions

(914) 777-5700

Service

(914) 777-5700

Email

service@nycctv.us

To visit us online, please visit: <https://stratagemsecurity.net>



Proposal

2 Westchester Plaza
Elmsford, New York 10523

Phone: 914-777-5700
Fax: 914-777-1857

- * City to provide Bucket Truck for use during installation
- * Permits if required are not included and the responsibility of the Town, to pay directly.
- * Customers I.T department is to provide network access, I.P. addresses for Network Video System, and identify ports on switches at each location as required for the system. Specifics to be finalized prior to installation.

Stratagem will provide the following Security System for the Press Box:

- One (1) Control Panel with Back-Up Battery, Lock, Keys and Transformer - Installation Location TBD
- One (1) LTE Communicator with Alarm.com
- One (1) LCD Keypad with Transceiver
- One (1) Door Contact
- One (1) Motion Detector
- Monitoring - \$53.00/Mo. Payable Annually in Advance Under Separate Agreement
- App for Remote Access to Security System and Web Browser is Included

Training:
Please provide the name of the staff member requiring training. We will "Train a Trainer" who will be responsible for adding and delete users and administrate systems. A trainee is to be designated by the customer to be trained in the system and will train others in system use. Trainee must be available at the time and date when training is scheduled, or additional fees may apply to reschedule.

Software/App Installed – PC/Phone:
Please provide the name of staff member requiring software and or Apps.

- Notes:
- * Power is to be provided at Panel locations by others and consists of 110vac power outlet. We will coordinate with the contractor once provided by the Town.
 - * Permits if required are not included and the responsibility of the Town is to pay directly.
 - * Any device requiring the app or software must be available and on site at the time of installation. A list of these is to be provided by the customer prior to installation.

Item/Part Code	Description	Quantity	Rate	Amount
Network Video System				
Network Video System				
PW-R4 Electrician- O/R	Electrician/Electrical Installer Onsite Region 4 Entire Counties - Orange and Rockland	80.00	\$187.48	\$14,998.40
PW-RA Offsite Maint Tech	Offsite Integration and Maintenance Technician - All Regions	8.00	\$150.00	\$1,200.00
PW-RA Project/Pgm Manager	Project/Program Manager - All Regions	6.00	\$224.47	\$1,346.82
IP08-12T-1QW-E	Q-SERIES NVR 8 IP ENTERPRISE LICENSES 12TB INTERNALSTORAGE - MSRP - \$4110.00	1.00	\$3,904.50	\$3,904.50
MEM-08G-1	ADDITIONAL 8GB (1X8GB) RAM FOR TOTAL OF 16GB. COMPATIBLE WITH - MSRP - \$160.00	1.00	\$152.00	\$152.00
5000-20030	EXACQ TECH 5000-20030 19" RACKMOUNT SHELF FOR EXACQVISION Q-SERIES - MSRP - \$95.00	1.00	\$90.25	\$90.25
EVENIP-01	ENTERPRISE IP Camera license, per camera. Includes 1 Yearof software updates or 3 years when purchased with an exacqVision server - MSRP - \$340.00	1.00	\$323.00	\$323.00

CONTACT US		
Billing Questions	Service	Email
(914) 777-5700	(914) 777-5700	service@nycctv.us

To visit us online, please visit: <https://stratagemsecurity.net>



2 Westchester Plaza
Elmsford, New York 10523

Proposal

Phone: 914-777-5700
Fax: 914-777-1857

SRW10US	Tripp Lite 10U Low-Profile Wall-Mount Rack Enclosure Cabinet, Double Hinge, Removable Side Panels, 22H x 24W x 22D - MSRP - \$664.20	1.00	\$617.71	\$617.71
SMART1000RM2U	Smartpro 1000va 2U, Rackmount - MSRP - \$1303.20	1.00	\$1,211.98	\$1,211.98
TPE-TG160G	16 PORT GIGABIT POE+ SWITCH - MSRP - \$299.99	1.00	\$295.49	\$295.49
CPP24WBLY	24-PORT PANEL Unloaded snap-IN 4-Port Faceplate Black Without Label ROHS - MSRP - \$45.08	1.00	\$38.32	\$38.32
UTP28SP1BU	CBL ASSY MOD 28-4PR STRANDEDCAT 6, SMALL DIAMETER, 1 FTNON-INTEG BLUE - MSRP - \$11.22	9.00	\$9.54	\$85.86
CJ688TPBU	1-PORT Module Cat6 UTP 8P8W Universal BU EA - MSRp - \$15.88	16.00	\$13.24	\$211.84
UTPSP3BUY	Cat 6 24 AWG UTP Copper Patch Cord 3 ft Blue - MSRP - \$12.68	2.00	\$12.68	\$25.36
IPS04-C10-OIA4	Dome Network Camera, 4 MP Resolution, H.264, H.265, MJPEG Compression Codec, Fixed Lens, -40 C Min - MSRP - \$878	7.00	\$807.76	\$5,654.32
ADLOMARM	Discover, Mount, wall arm, for NV LookOut, no plate. - MSRP - \$86.00	2.00	\$79.12	\$158.24
ADC16DPCAPIW	ILLUSTRA 200600FLEX CAP - MSRP - \$69.00	2.00	\$63.48	\$126.96
IPR20-M12-OIA4	Illustra Pro Gen4 20MP (5MP x4) Multisensor, 2.7-13.5mm, Edge AI, TDN w/IR, TWDR, PTRZ, IP66, IK10, Quad SDXC - MSRP - \$3,980.00	2.00	\$3,661.60	\$7,323.20
IBPN-M-IS12-A	Illustra Pro Gen4 Multisensor Pendant Cap - MSRP - \$205.00	2.00	\$188.60	\$377.20
RHOLW	Wall Mount, 1 1/2" NPT, Long (23") for all Illustra/SDU PTZ's - MSRP - \$205.00	2.00	\$188.60	\$377.20
RHOWPA	Pole adapter for use w/RHOxW - MSRP - \$300.00	2.00	\$276.00	\$552.00
MICRON SD 256G	Micro 256GB SD Card - MSRP - \$226.80	9.00	\$204.12	\$1,837.08
MH-N265-CCP-PoE-MWB	MultiHaul™ TG Node, 90°, 3800Mbps, 1 RJ-45 10GE & 1 RJ-45 1GE & 1 SFP+ 10GE, Mounting Kit included, IP-67, White MSRP \$1950.00	1.00	\$1,755.00	\$1,755.00
MH-T260-CNN-N-MWB	MultiHaul™ TG TU, 90°, 1000Mbps, 1 RJ-45, MK & PoE injector included, IP-67, White MSRP \$423.00	3.00	\$380.70	\$1,142.10
TI-S12048	DIN Rail 48V 120W Power Supply - MSRP - \$119.99	3.00	\$118.19	\$354.57
TI-PG541i	6-port hardened Industrial Gigabit PoE+ Layer 2 Managed DIN-Rail Switch - MSRP - \$354.99	3.00	\$349.67	\$1,049.01
PC161407HOLF	16 x 14 x 7 PVC Enclosure/Hinge/Opaque Cover/Locking Latch 16X14X7 - MSRP - \$313.97	3.00	\$298.27	\$894.81
BP1614PVC	Sub panel - MSRP - \$47.94	3.00	\$45.54	\$136.62
6BNSM2	CAT6 ENHANCED NO SPLINE 4 PAIR 23 AWG PLENUM 1K BOX - MSRP - \$442.00	1.00	\$419.90	\$419.90
2-MISCELLANEOUS	Misc Outdoor Rated Cable, Hardware and Fittings	1.00	\$395.00	\$395.00
				\$47,054.74

CONTACT US

Billing Questions

Service

Email

(914) 777-5700

(914) 777-5700

service@nycctv.us

To visit us online, please visit: <https://stratagemsecurity.net>



2 Westchester Plaza
Elmsford, New York 10523

Proposal

Phone: 914-777-5700
Fax: 914-777-1857

Security System

Security System

PW-R4 Electrician- O/R	Electrician/Electrical Installer Onsite Region 4 Entire Counties - Orange and Rockland	8.00	\$187.48	\$1,499.84
PW-RA Offsite Maint Tech	Offsite Integration and Maintenance Technician - All Regions	2.00	\$150.00	\$300.00
PW-RA Project/Pgm Manager	Project/Program Manager - All Regions	2.00	\$224.47	\$448.94
HS2LCDRF9ENG N	Neo Full Message LCD Hardwired Keypad with English Function Keys and Built-in PowerG Transceiver - MSRP - \$371.83	1.00	\$334.65	\$334.65
HS2064NKCP01	DSC Neo Control Panel - 64 Zones - MSRP - \$247.10	1.00	\$222.39	\$222.39
BD7-12	12V 7AMP BATTERY SLA - MSRP - \$75.65	1.00	\$68.05	\$68.05
PTD1640U	DSC PTD1640U Energy Efficiency Plug-in Transformer, 16V 40VA, UL Approved - MSRP \$24.79	1.00	\$22.31	\$22.31
TL880LECVZ N	Dual-Path Alarm Communicator, Communication - MSRP - \$571.06	1.00	\$513.95	\$513.95
L-1	CABINET LOCK 2 KEYS - MSRP - \$7.23	1.00	\$6.51	\$6.51
BV-600	DUAL ELEMENT PIR 40 X 50 WPI - MSRP - \$101.25	1.00	\$91.13	\$91.13
8585-T-W	SW SET, 3/4" STEEL DOOR WITH - MSRP - \$7.17	1.00	\$6.43	\$6.43
2-MISCELLANEOUS	Misc Outdoor Rated Cable, Hardware and Fittings	1.00	\$105.00	\$105.00
				\$3,619.20

Total Charges : \$50,673.94

Sales Tax : \$0.00

Grand Total : \$50,673.94

Deposit Required to schedule work \$0.00

EXCLUDED:

- Any Material or labor not specifically listed as part of this proposal .
- Drawings.
- After normal hours, weekends, or holidays.
- Patching and painting.
- Pricing established using fixed rate contract basis.
- If using existing wiring, Wire is assumed to be usable. If wire needs to be replaced an additional proposal will be forwarded for wire replacement.
- All work to be performed on straight time - overtime will be provided at additional cost
- Stratagem Security, Inc. is not responsible for problems caused by existing wire and does not warranty existing

CONTACT US

Billing Questions

(914) 777-5700

Service

(914) 777-5700

Email

service@nycctv.us

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Proposal

2 Westchester Plaza
Elmsford, New York 10523

Phone: 914-777-5700
Fax: 914-777-1857

- wires, equipment or 3rd party wire installation.
- Permit fees, Engineered Plans & Design not included unless listed.
 - No core drilling or penetrations are included unless noted in the scope of work described above. Available chases, conduits and wire runs will be used. Additional core drilling will be provided at additional cost.
 - No conduit or molding included unless noted in the scope of work described above.
 - Customer is responsible for providing 110V electrical power required at required locations to be installed throughout property.
 - Customer is responsible for all charges due to access related delays.
 - Any additional materials or labor requested by customer that is not specified in this proposal will result in a Change Order that must be reviewed by Stratagem Security, Inc. account executive and signed for by customer prior to start date of installation.
 - If remote access configuration is required, customer must provide complete IP configuration information to Stratagem Security, Inc. prior to start of installation. If complete IP information is not received by completion of installation, return visits will be provided at additional cost.
 - If remote access is required, customer must provide a network connection within 25 feet of equipment. Any network wiring will be subject to additional charges based on time & materials.
 - Stratagem Security, Inc. is not responsible for remote access issues caused by network or firewall issues. Any network connectivity support beyond setting up the system for remote access will be subject to additional charges
 - Customer must provide power and data connections for security equipment as required.
 - Customer contact must be present at end of installation to approve job completion. Any error in service or a new installation of the system must be called to the attention of Stratagem Security, Inc. in writing within five (5) days after completion of the installation or the installation shall be deemed totally satisfactory to and accepted by the customer.
 - will be subject to additional charges
 - Customer must provide power and data connections for security equipment as required.
 - Customer contact must be present at end of installation to approve job completion. Any error in service or a new installation of the system must be called to the attention of Stratagem Security, Inc. in writing within five (5) days after completion of the installation or the installation shall be deemed totally satisfactory to and accepted by the customer.

X

Agreed To By

Print Name

Date

Recurring Services - Not Included In Above Pricing

Description	Monthly Amount	Amount
-------------	----------------	--------

CONTACT US

Billing Questions

Service

Email

(914) 777-5700

(914) 777-5700

service@nycctv.us

To visit us online, please visit: <https://stratagemsecurity.net>

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

December 10, 2025

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

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

From	Amount	To
A.3120.100 Personal Services	\$50,673.94	A.3120.200 Equipment

For the purchase and installation of security and surveillance measures for
Wolslayer Field.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 358-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing the Mayor to Execute Paramount Theatre Rental and Related Agreements

WHEREAS, authorization to approve rental and other agreements for use of the Paramount Theatre was transferred to the City of Middletown pursuant to Resolution No. 237-09, adopted on October 26, 2009; and

WHEREAS, the number of such agreements executed annually varies from approximately thirty (30) to seventy-five (75); and

WHEREAS, all such agreements are reviewed by the Corporation Counsel prior to execution; and

WHEREAS, the negotiation and execution of these agreements, by necessity, often occurs

within a limited timeframe;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown hereby authorizes the Mayor, upon review and approval by the Corporation Counsel, to execute all rental and related agreements for use of the Paramount Theatre for the 2025–2026 season, commencing January 1, 2026 and continuing through December 31, 2027.

Prepared by:

Maria Bruni, Director of Economic and Community Development

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 359-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing Acceptance of Amendment #8 For Additional 2025 Funding for Golden Area Transportation

WHEREAS, the Senior Citizen Department, Mulberry House Senior Center receives funding from the Orange County Office for the Aging to support Golden Area Transportation services; and

WHEREAS, the Orange County Office for the Aging has issued **Amendment #8** providing additional funding in the amount of **\$21,721.00** for the 2025 Golden Area Transportation program within the Senior Department Operating Budget; and

WHEREAS, acceptance of said amendment requires review of the attached documents and execution by the Mayor of the City of Middletown;

NOW, THEREFORE, BE IT RESOLVED, that the **Common Council of the City of**

Middletown concurs with the Board of Estimate and Apportionment in approving the acceptance of **Amendment #8** in the amount of **\$21,721.00** from the Orange County Office for the Aging for 2025 Golden Area Transportation,

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

Prepared by:
Julisa Sierra, Senior Center Dir

Attachments:

1.	BOE requests December 9 2025
----	------------------------------



Senior Transportation: (845) 346-4070
Senior Activities: (845) 346-4071
Fax: (845) 346-4072

Center Information: (845) 346-4073
Senior Travel: (845) 346-4074
Director: (845) 346-4075

December 9, 2025

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

The Senior Citizen Department, Mulberry House Senior Center, respectfully requests the Board of Estimate to approve:

1. A resolution to accept Amendment #8 for 2025 additional funding of \$21,721.00 from Orange County Office for the Aging for 2025 Goldenarea Transportation within Senior Department Operating Budget and also review and accept amendments and additional required documents attached requesting Mayor's signature of amendments.

Respectfully submitted,
Julisa Sierra,

Julisa Sierra



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 360-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

**Resolution Accepting the Transfer of Real Property Located At 19-35 Roberts Street and
Authorizing Execution of Related Documents**

Prepared by:

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 361-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Amendment to City Code Chapter 460, Vehicles and Traffic as it Pertains to Scooters

WHEREAS, the Police Chief is recommending that the Common Council add enforcement provisions regarding scooters and electric scooters to the City's Vehicle and Traffic Code.

NOW THEREFORE BE IT 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 460, Vehicles and Traffic, is hereby amended by replacing Section 460-35, Bicycles and motorcycles, to read in its entirety as follows:

§460-35. Bicycles, motorcycles, and scooters.

A. Definitions.

Electric Scooter. A wheeled device weighing less than 100 pounds that has handlebars and a floorboard or a seat that can be stood or sat upon while operating, can be powered by an electric motor and/or human power, has a maximum speed of no more than 20 miles per hour on a paved level surface when powered solely by the electric motor, and qualifies to be operated on public roadways as an “electric scooter” as defined and regulated in the New York State Vehicle and Traffic Law.

B. No person or persons shall ride any bicycle, tricycle, motorcycle, scooter, electric scooter, motor bicycle, motor tricycle, unicycle, or electric unicycle over or upon any sidewalk intended for the use of pedestrians within the limits of the City. This section shall not apply to persons who cannot walk by reason of being invalids or cripples, nor to children under 10 years riding on tricycles or small bicycles.

C. No person or persons shall ride or propel any bicycle, motorcycle, motor bicycle, motor tricycle, scooter, electric scooter, unicycle, or electric unicycle upon any of the streets, avenues or public places within said City at a greater rate of speed than 30 miles per hour.

D. All bicycles, motorcycles, and electric scooters shall be equipped as required by the Vehicle and Traffic Law of the State of New York.

E. Permissible ages and places for operating electric scooters. No person less than 16 years of age shall operate or ride as a passenger upon an electric scooter, and no person 16 years of age or older shall allow any person less than 16 years of age to operate or ride as a passenger upon an electric scooter. Persons 16 years of age or older shall operate an electric scooter near the right-hand curb or edge of the roadway or upon a usable right-hand shoulder. Riding should be in such a manner as to prevent undue interference with the flow of traffic except when preparing for a left turn or when reasonably necessary to avoid conditions that would make it unsafe to continue along the right-hand curb or edge of the roadway. Conditions to be taken into consideration as potentially unsafe include, but are not limited to, fixed or moving objects, motor vehicles, pedestrians, bicyclists, in-line skaters, skateboarders, animals or surface hazards.

F. Yield to pedestrians. The operator of a bicycle, tricycle, motorcycle, scooter, electric scooter, motor bicycle, motor tricycle, unicycle, or electric unicycle shall yield the right-of-way to pedestrians.

G. Operators of electric scooters, electric bicycles, and electric unicycles must wear protective headgear and/or helmets, fastened, at all times while operating such devices on a public roadway or City-owned property within the City of Middletown.

H. Passengers and towing. No electric scooter or electric bicycle shall be used to carry more than one person at one time, unless specifically designed to do so. A person operating an electric scooter shall not carry any person as a passenger in a pack fastened to the operator or to the scooter and shall not pull or tow any separate device.

I. Parking on sidewalks. No person shall park or leave a bicycle, tricycle, motorcycle, scooter, electric scooter, motor bicycle, motor tricycle, unicycle, or electric unicycle in a manner that interferes with the free passage of pedestrians on a sidewalk or that blocks handicap

accessible ramps or curb access.

J. A violation of this Section is an offense punishable by a fine not less than \$50 nor more than \$500 or by imprisonment for a period not exceeding 15 days, or by both such fine and imprisonment. In the event that the violator is less than 16 years of age, a summons may be issued to the parent and/or guardian. In addition, a second or subsequent violation of this Section is also punishable by impoundment of the subject vehicle for a period not to exceed sixty (60) days. A vehicle that is impounded in violation of this Section shall only be released to the titled and/or registered owner, as listed on a valid title and/or registration, or to a subject with a proper notarized bill of sale that includes the vehicle identification number and indicates he/she is the owner of said vehicle. No vehicle shall be released until the owner pays all towing and storage fees associated with the impoundment.

Section 2 - Severability. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or illegal by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 3 - This Resolution and Ordinance shall take effect immediately.

Prepared by:

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 362-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

**Resolution Accepting the Transfer of Real Property Located At 19–35 Roberts Street and
Authorizing Execution of Related Documents**

WHEREAS, Shortline Transit LLC is the owner of certain real property located at **19–35 Roberts Street, Middletown, New York**, designated on the City of Middletown Tax Map as **Section 31, Block 5, Lot 8.2**; and

WHEREAS, Shortline Transit LLC has offered to transfer said property to the City of Middletown for municipal purposes, including use as a transit terminal; and

WHEREAS, the acquisition of said property will serve a public purpose and advance transportation and transit operations within the City of Middletown; and

WHEREAS, it is necessary to provide Shortline Transit LLC with continued access to and use

of the transit terminal through a lease or similar agreement following the transfer of ownership;

NOW, THEREFORE, BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby accepts the transfer of real property located at **19–35 Roberts Street, Middletown, New York (SBL 31-5-8.2)** from Shortline Transit LLC, subject to approval as to form by the Corporation Counsel; and

BE IT FURTHER RESOLVED; that the Mayor is hereby authorized and directed to execute any and all documents necessary to effectuate said transfer, including but not limited to deeds, closing documents, and related instruments, upon review and approval by the Corporation Counsel; and

BE IT FURTHER RESOLVED; that the Mayor is further authorized to execute a lease or similar agreement granting Shortline Transit LLC access to and use of the transit terminal, upon terms and conditions acceptable to the Corporation Counsel.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 363-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$27,000 Transfer with the the 2025 Department of Public Works Budget to Replace Pedestrian Crossing Poles and Related Equipment

WHEREAS, three (3) sets of pedestrian crossing poles and related equipment located at the roundabout at County Route 78 and James P. Kelly Way were damaged as a result of vehicular accidents; and

WHEREAS, the replacement of this pedestrian safety equipment is necessary to ensure the continued safety of motorists and pedestrians; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer funds within the 2025 budget as follows:

FROM	TO	AMOUNT
------	----	--------

A.1620.415 – Light and Heat A.5182.900 – General Expense \$27,000

Prepared by:
Jacob Tawil

Attachments:

1.	Transfer of Funds 12-12-25-3 poles
2.	QUOTE FOR MEMO-POLES

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 12, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds for 3 sets of Pedestrian Poles

We respectfully request a transfer within our 2025 budget lines for 3 new sets of pedestrian crossing poles and equipment that were damaged due to vehicular accidents at the roundabout at County RT 78 and JPKW.
Total cost of the work is estimated at \$60,292.00, see attached.

	FROM	AMOUNT	TO
1.	A.1620.415 Light & Heat	\$27,000.00	A.5182.900 General Expense

Thank you.

MC

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 12, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works 
Re: Transfer of Funds for 3 sets of Pedestrian Poles

We respectfully request a transfer within our 2025 budget lines for 3 new sets of pedestrian crossing poles and equipment that were damaged due to vehicular accidents at the roundabout at County RT 78 and JPKW.

Total cost of the work is estimated at \$60,292.00, see attached.

FROM	AMOUNT	TO
1. A.1620.415 Light & Heat	\$27,000.00	A.5182.900 General Expense

Thank you.

MC

Proposal

Page No. of Pages

HARRY F. ROTOLO & SON, INC.

390 East Main Street
Middletown, New York 10940
(845) 343-8160
Fax (845) 343-8610

Attn: Jacob Tawil/ Ross

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Middletown	845-343-3169	December 12, 2025
STREET	JOB NAME	
16 James Street	(3) masters and (3) Slaves for Pedestrian Signs	
CITY, STATE AND ZIP CODE	JOB LOCATION	
Middletown, NY 10940	County 78	
	FAX NUMBER	

We hereby submit specifications and estimates for:

We are pleased to provide the following price for installation of (3) new masters and (3) new Slaves solars for Pedestrian signs for the City of Middletown at County 78 Roundabout location.

Pedestrian Signs: (1) master and (1) slave is \$17,738.60 x 3 = \$53,215.80

Labor to install and test....\$5,888.00

Material 3/4" x10 " anchors \$388.80

Bucket truck...\$800.00

Total....\$60,292.60

Please note if any other materials needed will be an additional cost.

Price also does not include freight this will be additional if applicable.

Prices does not included overtime, double time, 2nd shift, special insurance and/or bonding if required will be an additional cost.
B/O: permit, inspections, utility fees, excavation/concrete work, dumpsters, and cutting/patching if required.

Note: Price is based on current Tarrifs.

If you have any questions, please do not hesitate to call our office. Thank you.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

See above. dollars (\$).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Harry F. Rotolo. III

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

Signature



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 364-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Agreement with the Humane Society of Port Jervis/Deerpark for Stray Animals

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Port Jervis/Deerpark for Stray Animals

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

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Hunane Society Port Jervis DeerPark2026
----	---

AGREEMENT

THIS AGREEMENT made this 11 day of December '25 pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the **City of MIDDLETOWN**, a municipal corporation organized under the laws of the State of New York, party of the first part, address 16 James Street, Middletown, NY 10940 (hereinafter referred to as the "City", and The Humane Society of Port Jervis/Deerpark, Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Law of the State of New York, and having its office and principal place of business at 202 Route 209, Port Jervis, New York, 12771, party of the second part (hereinafter referred to as the "Society").

WITNESSETH:

WHEREAS, the Society owns and operates a shelter for the care of dogs and the City requires a facility suitable for such shelter and care, and

WHEREAS, the City desires to utilize the services of the Society and access to said shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Society and the City do hereby agree as follows:

1. The Society shall maintain a shelter for dogs seized within the City by an authorized Dog Control Officer in accordance with Article 7 of the Agriculture and Markets Law. The Society's duties with respect to said dogs shall be performed at the cost and expense of the Society, and are as follows:
 - a) To properly shelter, care, feed, and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
 - b) To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
 - c) To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period if at the end of the appropriate redemption period, said dog has not been redeemed by its owner, provided that the dog's temperament and health makes it suitable for adoption, which is to be determined solely by the Society's Director.
 - d) To determine that the appropriate license has been issued and the appropriate fees paid to the City before the dog is released to the owner. The Society shall have no obligation to return the dog to the owner until satisfactory proof of such has been provided to the Society.
 - e) Any sick or injured animal picked up by the Dog Control Officer shall receive appropriate veterinarian care prior to delivery to the shelter. At the time of delivery to the shelter, the Dog Control Officer shall provide the shelter, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication

to treat the dog. Any subsequent additional expense related to the dog shall be billed directly to the Town.

f) To arrange for a veterinarian or a New York State licensed technician to humanely euthanize any dog for which euthanasia is necessary and legally authorized, and to arrange for the cremation of any dogs so euthanized.

g) To prepare, retain, and make available to the City complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.

2. The Society shall **NOT** accept for impoundment any dogs which:

a) Are in need of veterinary services, except in accordance with paragraph 1(e), or

b) Are not accompanied by the appropriate Dog Control Officer's seizure report

3. The Society shall accept from the Town Dog Control Officer(s) any homeless stray and abandoned which are picked up by the Dog Control Officer(s) in the City. The Society will allow the Dog Control Officers(s) of the City access to its shelter at reasonable times. Nothing herein shall obligate the City to deliver to the Society any minimum number of dogs or all of the dogs seized in the City by the City Dog Control Officer(s).

a) In consideration for the above mentioned services, the City shall remit to the Society, within 20 days after the Town Board has audited and approved for payment the Society's voucher, the sum of **\$300.00 per dog** to be paid quarterly.

4. Nothing contained herein shall limit the Society's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Society in providing pound and shelter for any Town dogs.

Nothing contained herein shall limit the Cities rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the City to the Society's shelter any fees, charges or outstanding fines or penalties owned by such owner of the City.

Nothing herein shall obligate the City to deliver to the Society any minimum number of dogs or all of the dogs seized in the City by the Town Dog Control Officer(s).

6. The term of this agreement is from **January 1, 2026**, through **December 31, 2026**, unless earlier terminated pursuant to the provisions of paragraph 8. In the event that the parties fail to fully renew this Agreement upon the termination of same, this Agreement shall be deemed to be self-perpetuating, unless the same is formally terminated as hereinbefore provided by either party.

7. The Society shall not commence services under this contract unless it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

a) **Compensation Insurance** - The Society shall take out and maintain during the life of this contract Workers' Compensation insurance for its employees to be assigned to the work hereunder.

b) **General Liability and Property Damage Insurance** - The Society shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows: **(See attached Certificate of Insurance)**.

c) The Society shall furnish the above insurances to the City and shall also name the City as an additional named insured in said policies.

d) Any significant incident involving a dog after it has been delivered to the shelter shall be reported to the Office of the Supervisor of the City as soon as possible and not later than twenty-four hours from the time of such incident. A detailed written report must be submitted to the City as soon thereafter as possible but not later than three (3) days after the date of such incident.

8. The City shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:

a) The Society is adjudged bankrupt or makes an assignment for the benefit of creditors; or

b) A receiver or liquidator is appointed for the Society or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days, or

c) The Society fails or refuses to comply with all applicable laws or ordinances; or

d) The Society is guilty of substantial violation of any provision of this contract;

e) In any event, either party, may, without prejudice to any other rights or remedy it may have, with fourteen (14) days written notice to the other party, terminate this Agreement.

9. The Society shall have the right to ease performing or terminate the contract if the City is guilty of a substantial violation of any provisions of this Contract.

10. It is hereby mutually covenanted and agreed that the relation of the Society to the services to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Society, its agents, or employees have been negligent. The Society shall hold and keep the City free and discharged of and from any and all responsibility and liability

of any sort or kind. The Society shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. The Society shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

11. The Society agrees to defend, indemnify and save the City, its officers, agents and employees, harmless from any and all liability imposed on the Town, its officers, agents and/or employees arising from the negligence, active or passive, of the Society, and the Town agrees to defend, indemnify and save the Society, its officers, agents and employees, harmless from any and all liability imposed on the Society, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

12. In accordance with the provisions of Section 109 of the General Municipal Law, the Society is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the City.

13. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this contract shall be physically amended to make such insertion. In particular, the Society shall, amongst other things, fully comply with:

- a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.
- b) Affirmative action as required by the Labor law

14. Should any dispute arise between the City and the Society regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected

by each of the parties hereto, and the third by two arbitrators so selected. If the selection of any arbitrator is not made within fifteen

(15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in a manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

15. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the **Town of MIDDLETOWN**, at a meeting thereof held on 11 December 2025. The Supervisor of the **Town of MIDDLETOWN**, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. The Society represents that the officer of the Society, whose signature appears hereafter, is duly authorized and empowered to execute

this instrument and enter into such an agreement on behalf of the Society. The instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the City Clerk.

16. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: **Town of MIDDLETOWN**
16 James Street
Middletown, NY 10940

To: **The Humane Society of Port Jervis/Deerpark, Inc.**
202 Route 209
Port Jervis, New York 12771

17. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

18. This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

19. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the City of MIDDLETOWN has caused its corporate seal to be affixed hereto and these present to be signed by _____, its Supervisor duly authorized to do so, and to be attested by _____, Clerk of the City of MIDDLETOWN, and the Society has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(Seal of the Town)

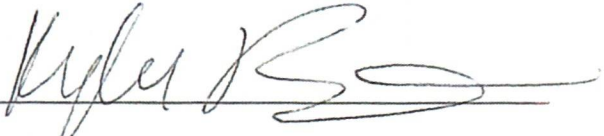
TOWN OF MIDDLETOWN

Supervisor

Attest:

City Clerk

THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.


President

Attest:

142 Bloomingburg Road
Middletown, New York 10940

Tel: 845-361-1861

Fax: 845-361-5881



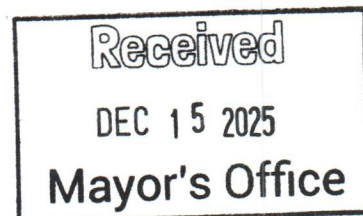
Open Daily
12 Noon - 4pm

adoptmhs@gmail.com

www.middletownhumanesociety.com

November 17, 2025

Joseph DeStefano, Mayor
City of Middletown
16 James Street
Middletown, NY 10940



Dear Mayor:

We are pleased to extend our services to you for 2026.

As you may know, the Humane Society of Middletown has gone to great lengths to increase significantly adoption of animals received from your town/city to permanent, loving families. In addition, we have improved the quality of life for the animals at the Humane Society while they await their new families. We appreciate your support, and hope that the Humane Society will continue to provide your residents with a source of affordable rabies vaccinations. Residents can learn more about Humane Society activities and services, as well as the loving animals that are available for adoption, by going to our website, www.middletownhumanesociety.com.

If the enclosed agreement meets with your approval, kindly sign it and return an executed contract at your earliest convenience to the attention of Martha Gale, Financial Administrator at the above address.

If you have any questions, now or at any time, please do not hesitate to contact us.

Very truly yours,

Marlene K. Freehill
President
Board of Directors

Enclosure

Humane Society of Middletown
142 Bloomingburg Road
Middletown, NY 10940
(845) 361-1861
Fax (845) 361-5881

Agreement between the City of Middletown and the Humane Society of Middletown, Inc. for the period beginning January 1, 2026 and ending December 31, 2026.

The Humane Society of Middletown, Inc. agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be put up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, bite case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter or the shelter manager that clearly communicates that the animal may be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or an injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for these animals will be paid directly to the veterinarian by your Town/City.

If the Humane Society assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an additional fee of \$100.00.

The municipality will pay a fee of \$300.00 per dog delivered to the Society.

The municipality will pay a fee of \$75.00 per cat delivered to the Society.

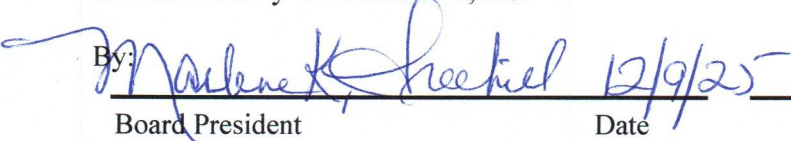
A flat rate of \$100.00 will be charged for each dog delivered DOA.

A flat rate of \$50.00 will be charged for each cat delivered DOA.

The Humane Society will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Humane Society of Middletown, Inc.

By:


Board President

Date

Municipality Supervisor

Date



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 366-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$66,384.44 Budget Transfer within the 2025 Department of Public Works Budget for a Vehicle for the Commissioner of Public Works

WHEREAS, the Department of Public Works has identified the need to purchase a **2026 Chevrolet Tahoe** for use by the Commissioner of Public Works; and

WHEREAS, the Commissioner's current vehicle, a **2021 Chevrolet Tahoe**, will be transferred to the Police Department to address increased operational demand; and

WHEREAS, the purchase of said vehicle will be made pursuant to **New York State Onondaga County Contract No. 0010808**, with an estimate attached for review;

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

to transfer funds within the 2025 budget, totaling **\$66,348.44**, as follows:

FROM		AMOUNT TO	
G.8130.446 – Sludge	\$55,000.00	G.8130.200 – Other Equipment	
F.8330.415 – Light & Heat	\$11,348.44	F.8330.200 – Other Equipment	

Prepared by:
Jacob Tawil

Attachments:

1.	Transfer memo
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 16, 2025
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works 
Re: Transfer of Funds

We respectfully request a transfer within our 2025 budget lines to cover a 2026 Chevy Tahoe for The Commissioner of Public Works.

Commissioner's Current vehicle, 2021 Chevy Tahoe, will be transferred over to the Police Dept as they currently have a high demand for.

Purchase of vehicle follows state Onondaga City #0010808, see estimate attached.

	FROM	AMOUNT	TO
1.	G.8130.446 Sludge	\$55,000.00	G.8130.200 Other Equipment
2.	F.8330.415 Light & Heat	\$11,348.44	F.8330.200 Other Equipment

Thank you.

rev-04/01/08

$$\$50,000 - 0.8130 \cdot 446 \rightarrow$$

RS GREEN

	UNIT PRICE	NET PRICE	TOTAL
QTY			
1 2026 CHEVROLET TAHOE COMMERCIAL CK10706/1FL COMMERCIAL	\$ 57,300.00	\$ 54,887.67	\$54,887.67
1 FACTORY TO DEALER DESTINATION CHARGE		2,595.00	\$2,595.00
1 ZW7-PREMIUM SMOOTH RIDE SUSPENSION			
1 L84-5.3 LITER V8 GAS ENGINE/MHU-10 SPEED AUTO TRANS			
1 RCV-BRIGHT SILVER 18" ALUMINUM WHEELS			
1 QDF-265/65R18SL ALL-SEASON TIRES			
1 GBA-BLACK EXTERIOR/AZ3-40/20/40 SPLIT BENCH SEATS			
1 5W4-SPECIAL SERVICE VEHICLE HEAVY DUTY PACKAGE			
1 AMF-(4) REMOTE CONTROL KEYFOBS			
1 PQA-SAFTY PACKAGE			
1 BTB-REMOTE START FACTORY INSTALLED			
1 CODE3-39-30008-CM SUPERVISOR INTERIOR LIGHT BAR	\$ 1,954.16	\$ 1,758.75	\$1,758.75
1 INSTALLATION SUPERVISOR BAR		\$250.00	\$250.00
1 CODE3 Z3 SERIES REMOTE CONTROL SIREN	1,267.64	1,140.88	\$1,140.88
1 SIREN AND SPEAKER INSTALLATION(MATRIX PROGRAMMING)		400.00	\$400.00
1 CODE3 C3100TAH2 SPEAKER	295.00	265.50	\$265.50
1 (2) CODE3 XT302RW RED/WHITE LAMPS REAR SIDE QUARTER WINDOWS	\$752.80	\$677.50	\$677.50
1 INSTALL REAR QUARTER LIGHTBARS		\$200.00	\$200.00
1 (4)XT4PRW RED/WHITE LED STROBE LAMPS FRONT GRILLE	\$671.16	\$604.05	\$604.05
1 INSTALL GRILLE LAMPS		\$300.00	\$300.00
1 (2) CODE 3 XT302RB RED/BLEU LED LAMPS REAR WINDOW	\$752.80	\$677.55	\$677.55
1 INSTALLATION OF REAR LAMPS		\$200.00	\$200.00
1 (2) CODE3 MICROPACK RED/WHITE LAMPS SIDES FRONT BUMPER/(2)	\$671.16	\$604.04	\$604.04
1 CODE3 MICROPACK RED/BLEU LAMPS REAR BUMPER		\$400.00	\$400.00
1 INSTALLATION OF MICROPACKS		\$150.00	\$150.00
1 ACTIVATE FACTORY TAIL LAMP AND HEADLAMP FLASHERS	\$875.00	\$787.50	\$787.50
1 OVERHEAD CONSOLE FOR SIREN TO FISHER 2026 TAHOE		\$250.00	\$250.00
1 INSTALLATION OF OVERHEAD CONSOLE			
	SUB TOTAL		\$66,148.44
	DELIVERY		\$200.00
DELIVERY	FED EXCISE TAX		
	TOTAL		\$66,348.44



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
Seconded by: None
Date of Adoption: December 16, 2025
Index No: 367-25

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Appointing Juanita Mcmillan, Thomas Preston Lee, Shawn Williams, Nicole Everett, Talaya Miller, Mackenzy Hagan, Isaiah Soto, Ashley Ortiz, And Erick Rodriguez As Volunteer Firefighters

WHEREAS, the City of Middletown Fire Department has submitted the names of individuals recommended for acceptance as volunteer firefighters; and

WHEREAS, it is in the best interest of the City of Middletown to accept qualified volunteers to serve the community and support fire protection services;

NOW, THEREFORE, BE IT RESOLVED; that the Common Council of the City of Middletown hereby accepts the following individuals as volunteer firefighters, effective immediately, subject to completion of all required qualifications, screenings, and any applicable training requirements:

- Juanita McMillan
- Thomas Preston Lee
- Shawn Williams
- Nicole Everett
- Talaya Miller
- Mackenzy Hagan
- Isaiah Soto
- Ashley Ortiz
- Erick Rodriguez

Prepared by:
Andrew Green, Secretary

Attachments:

1.	Volunteer FF appts
----	--------------------

From: [MFD Secretary Green](#)
To: [Richard McCormack](#)
Cc: [Bob Brady](#)
Subject: Resolution for 12/16
Date: Monday, December 15, 2025 5:35:26 PM
Attachments: [Outlook-w1orft52.png](#)

Good evening, Rick!

Could you please prepare a resolution for tomorrow night's meeting accepting the following members as volunteer firefighters?

- Juanita McMillan
- Thomas Preston Lee
- Shawn Williams
- Nicole Everett
- Talaya Miller
- Mackenzy Hagan
- Isaiah Soto
- Ashley Ortiz
- Erick Rodriguez

Thank you,

Andrew Green

Secretary
Middletown Fire Department
81 E. Main Street
Middletown, NY 10940
(845) 649-6218
MFDSecGreen@MiddletownNY.gov
www.MiddletownFireDept.com





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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
Seconded by: None
Date of Adoption: December 16, 2025
Index No:

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

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

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

Prepared by:

Attachments:

None