



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JANUARY 20, 2026**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of January 2, 2026
 - 3.2. Accept Minutes of December 9, 2025
 - 3.3. Accept Minutes of December 16, 2025
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 22-26 Resolution Re-appointing Alderman Paul Johnson to the City of Middletown Local Development Corporation
 - 23-26 Resolution Authorizing a Proposal from RBT CPA, LLP for the Auditing Services for Fiscal Year 2025
 - 24-26 Resolution Authorizing An Agreement With Orange County For Compensating Use Tax Sharing

25-26 Resolution Authorizing an Agreement with Tri-State Geese Police Patrol 2026

26-26 Resolution Authorizing An Updated Agreement With CivicPlus (Recreation Management) With Five-Year Locked-In Pricing

27-26 Authorization to transfer within the 2025 Fire Budget to cover the cost of a new vehicle.

28-26 Resolution Authorizing First Instance Funding For The Middletown Traffic Operations, Stage 1 Transportation Project

29-26 Resolution Authorizing an Agreement with Pepsi-Cola of the Hudson Valley

30-26 Resolution Authorizing an Agreement with The Humane Society of Port Jervis/Deerpark

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: January 20, 2026
 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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
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 January 2, 2026

Accept the Minutes of January 2, 2026

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	01.02.26 CC Minutes
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COMMON COUNCIL MEETING
CITY OF MIDDLETOWN
January 2, 2026 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 (Absent)

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

City of Middletown, New York

Common Council Reorganizational Meeting

January 2, 2026

ALL: Pledge allegiance to the Flag of the 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: If we could just remain standing, and I asked Middletown High School graduate Vincenzia Elia to come up and sing The National Anthem.

VINCENZIA ELIA: Hello? Okay. That's okay.

(The National Anthem Performed by Vincenzia Elia)

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: Great job. Thank you. At this time, I would like to introduce our Congressman Pat Ryan, and he will do the oath of office. Got a whole crew coming, huh? (Indiscernible).

CLERK RICHARD MCCORMACK: Oh, no wait. It won't go over on TV. Oh, okay. Do you want to use -- how can I help you?

CONGRESSMAN PAT RYAN: We've got that all sorted now. As an Irish Catholic, I can appreciate the size of these families. Before we do the swearing in, I just very briefly want to

say thank you both and thank you to the entire council and, Mayor DeStefano, especially thank you to you for including me and inviting me. It's really truly an honor to be in this room.

There's a lot of things we need to work on in this country in our democracy. If the energy, the sense of community, the working together regardless of any party or any other labels that happened here in the city of Middletown were happening around the country, and certainly within the body in which I serve, we'd be in a much, much better place. So it's truly an honor for --

(Applause)

CONGRESSMAN PAT RYAN: -- for me to be here. And I will take the model that you all have set here in the city and try to bring it down to my colleagues in D.C. and talk some sense, maybe knock some sense into everybody down there.

PRESIDENT J. MIGUEL RODRIGUES: Good luck.

CONGRESSMAN PAT RYAN: Yeah. Good luck. That's right. Luck of the Irish. The second thing that I just want to briefly say

before we swear in each of these incredible public servants is that this year starts for those of you -- I think a lot in this room are probably history buffs or nerds like me. This year is the beginning of the 250th birthday of our nation, the greatest nation in the history of the world in the United States of America.

And on July 4, 2026, it is a pivotal testing point for us of can we keep this going. Can we continue to live up to what we -- the words we just said in the Pledge of liberty and justice for all? Can we live up to the words and the spirit of the incredible performance of the Star Spangled Banner that we just heard sung?

And I worry about that. I think a lot of us worry about that right now in the country. And so the solution to those challenges is not going to come top down, it's going to come bottom up. It's going to come from these chambers. It's going to come from the elected officials here who are sacrificing for the greater good who are giving up time with family, giving up time with friends, giving up time, what I call sweat pants time when you're home, and you know, you just don't -- you can let your guard down.

You're giving that time up to serve this community, and you all are true patriots for that. And so my closing words and request to each of you before we swear you in, some of you for another term, some of you for beginning of hopefully a long term of service, think about the founders 249, almost 250 years ago who wrote those words in The Declaration, our founding mothers and fathers.

Looking around this room, we are that next generation of founding mothers and fathers and brothers and sisters. No one else is going to do it. If we don't do it, if we don't figure out how to come together and rebuild trust between the government and the people, we're in real trouble.

But knowing everybody here, especially knowing your great mayor and knowing all of the elected officials here, I am optimistic that we're going to do that, and I know that that is the commitment that each of you are going to take in this oath as we take an oath of support to our constitution of both our U.S. Constitution and the Constitution of the State of New York.

So, congratulations to each of you to

whom much is given, much is expected. So, you know, we're going to continue to ask you all to do more and to serve the community. And anything that you need in the city of Middletown, I think you all know this, I know the mayor knows this, I'm here. Your great state senator is here. Not only is your assembly -- one assembly person here, but you've got a bonus assembly person in Jonathan Jacobson and Paula Kay and Senator Skoufis. All of us are one team together working to serve the people in Middletown.

So, again, congratulations and now we'll get to the part that you're all here for, which is the swearing in. All right. So do you guys want to do this together then? Is that what we're going to do? All right. So we're going to start with Mayor DeStefano and Alderman-At-Large Rodriguez. Ready? You both have -- that's very cute that you're sharing the Bible like that.

MAYOR JOSEPH DESTEFANO: We've done this a lot.

CONGRESSMAN PAT RYAN: All right.
Please raise your right hand, repeat after me. I do solemnly swear --

MAYOR JOSEPH DESTEFANO: I do solemnly

swear --

PRESIDENT J. MIGUEL RODRIGUES: I do
solemnly swear --

CONGRESSMAN PAT RYAN: -- that I will
support the Constitution of the United States --

MAYOR JOSEPH DESTEFANO: -- that I will
support the Constitution of the United States --

PRESIDENT J. MIGUEL RODRIGUES: -- that
I will support the Constitution of the United
States --

CONGRESSMAN PAT RYAN: -- and the
Constitution of the State of New York --

MAYOR JOSEPH DESTEFANO: -- and the
Constitution of the State of New York --

PRESIDENT J. MIGUEL RODRIGUES: -- and
the Constitution of the State of New York --

CONGRESSMAN PAT RYAN: -- and that I
will faithfully discharge the duties --

MAYOR JOSEPH DESTEFANO: -- and that I
will faithfully discharge the duties --

PRESIDENT J. MIGUEL RODRIGUES: -- and
that I will faithfully discharge the duties --

CONGRESSMAN PAT RYAN: -- of the Office
of Mayor --

MAYOR JOSEPH DESTEFANO: -- of Mayor --

PRESIDENT J. MIGUEL RODRIGUES: --

Alderman-At-Large --

CONGRESSMAN PAT RYAN: -- and Alderman-
At-Large according to the best of my ability --

MAYOR JOSEPH DESTEFANO: -- according
to the best of my ability.

PRESIDENT J. MIGUEL RODRIGUES: --
according to the best of my ability --

CONGRESSMAN PAT RYAN: -- so help me
God.

MAYOR JOSEPH DESTEFANO: -- so help me
God.

PRESIDENT J. MIGUEL RODRIGUES: -- so
help me God.

CONGRESSMAN PAT RYAN: Congratulations.

(Applause)

CONGRESSMAN PAT RYAN: Congratulations.
All right. Next we're going to swear in your
judge. Judge, please come forward. Let's give
him a round of applause.

(Applause)

CONGRESSMAN PAT RYAN: Do you want to
use that (indiscernible) Bible? If you want to
hold it, ma'am, on his left? Please raise your
right hand and repeat after me. I, state your

full name --

JUDGE STEVEN BROCKETT: I, Steven

Brockett --

CONGRESSMAN PAT RYAN: -- do solemnly

swear --

JUDGE STEVEN BROCKETT: -- do solemnly

swear --

CONGRESSMAN PAT RYAN: -- that I will

support The Constitution of the United States --

JUDGE STEVEN BROCKETT: -- that I will

support The Constitution of the United States --

CONGRESSMAN PAT RYAN: -- and The

Constitution of the State of New York --

JUDGE STEVEN BROCKETT: -- and The

Constitution of the State of New York --

CONGRESSMAN PAT RYAN: -- and that I

will faithfully discharge the duties --

JUDGE STEVEN BROCKETT: -- and that I

will faithfully discharge the duties --

CONGRESSMAN PAT RYAN: -- of the Office

of Judge --

JUDGE STEVEN BROCKETT: -- of the

Office of Judge --

CONGRESSMAN PAT RYAN: -- to the best

of my ability --

JUDGE STEVEN BROCKETT: -- to the best of my ability --

CONGRESSMAN PAT RYAN: -- so help me God.

JUDGE STEVEN BROCKETT: -- so help me God.

CONGRESSMAN PAT RYAN: Congratulations.

(Applause)

CONGRESSMAN PAT RYAN: Of course. Of course. Take your picture after too.

JUDGE STEVEN BROCKETT: Oh, okay. We'll do that.

CONGRESSMAN PAT RYAN: Yeah, yeah. I'll be around. Of course. I'm going to put this so that -- we want people to be able to hear that.

PRESIDENT J. MIGUEL RODRIGUES: So at this time, we'll go by ward. First Ward?

CONGRESSMAN PAT RYAN: Alderman Kevin Witt.

ALDERMAN KEVIN WITT: Thank you, sir.

CONGRESSMAN PAT RYAN: Please give him a round of applause.

(Applause)

CONGRESSMAN PAT RYAN: (Indiscernible)

you rather than me.

ALDERMAN KEVIN WITT: That's fine.

CONGRESSMAN PAT RYAN: Because we're going to get better each time --

ALDERMAN KEVIN WITT: Thank you.

CONGRESSMAN PAT RYAN: -- we do this.

ALDERMAN KEVIN WITT: Thank you, sir.

Thank you.

CONGRESSMAN PAT RYAN: I, state your name --

ALDERMAN KEVIN WITT: I, Kevin Witt --

CONGRESSMAN PAT RYAN: -- do solemnly swear --

ALDERMAN KEVIN WITT: -- do solemnly swear --

CONGRESSMAN PAT RYAN: -- that I will support the Constitution of the United States --

ALDERMAN KEVIN WITT: -- that I will support the Constitution of the United States --

CONGRESSMAN PAT RYAN: -- and the Constitution of the State of New York --

ALDERMAN KEVIN WITT: -- and the Constitution of the State of New York --

CONGRESSMAN PAT RYAN: -- and that I will faithfully discharge the duties --

ALDERMAN KEVIN WITT: -- that I will
faithfully discharge the duties --

CONGRESSMAN PAT RYAN: -- of the Office
of First Ward Alderman --

ALDERMAN KEVIN WITT: -- of the Office
of First Ward Alderman --

CONGRESSMAN PAT RYAN: -- according to
the best of my abilities --

ALDERMAN KEVIN WITT: -- according to
the best of my abilities --

CONGRESSMAN PAT RYAN: -- so help me
God.

ALDERMAN KEVIN WITT: -- so help me
God.

CONGRESSMAN PAT RYAN: Congratulations.

ALDERMAN KEVIN WITT: Thank you, sir.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: Second
Ward?

CONGRESSMAN PAT RYAN: Do you guys want
to do it together or separate? It's up to you.

ALDERMAN ANDREW GREEN: Oh, this is
your first time?

CONGRESSMAN PAT RYAN: Yeah, let's do
it separate. We've got time.

ALDERMAN ANDREW GREEN: Yeah.

CONGRESSMAN PAT RYAN: We've got time.

ALDERMAN ANDREW GREEN: Good to see
you.

CONGRESSMAN PAT RYAN: Congratulations.

ALDERMAN ANDREW GREEN: Thank you so
much.

CONGRESSMAN PAT RYAN: You got a Bible?

ALDERMAN ANDREW GREEN: Yeah. That's
my father.

CONGRESSMAN PAT RYAN: Congratulations,
sir.

MR. GREEN: (Indiscernible).

CONGRESSMAN PAT RYAN: If you want to
go on his left.

ALDERMAN ANDREW GREEN: You got it.
Okay.

CONGRESSMAN PAT RYAN: Closer.

ALDERMAN ANDREW GREEN: Oh, all right.
Yeah, here. We can move a little closer.

CONGRESSMAN PAT RYAN: I, state your
full name --

ALDERMAN ANDREW GREEN: I, Andrew Green
--

CONGRESSMAN PAT RYAN: -- do solemnly

swear --

ALDERMAN ANDREW GREEN: -- do solemnly

swear --

CONGRESSMAN PAT RYAN: -- that I will
support the Constitution of the United States --

ALDERMAN ANDREW GREEN: -- that I will
support the Constitution of the United States --

CONGRESSMAN PAT RYAN: -- and the
Constitution of the State of New York --

ALDERMAN ANDREW GREEN: -- and the
Constitution of the State of New York --

CONGRESSMAN PAT RYAN: -- and that I
will faithfully discharge the duties --

ALDERMAN ANDREW GREEN: -- and that I
will faithfully discharge the duties --

CONGRESSMAN PAT RYAN: -- of the Office
of Second Ward Alderman --

ALDERMAN ANDREW GREEN: -- of the
Office of Second Ward Alderman --

CONGRESSMAN PAT RYAN: -- to the best
of my ability --

ALDERMAN ANDREW GREEN: -- to the best
of my ability --

CONGRESSMAN PAT RYAN: -- so help me
God.

ALDERMAN ANDREW GREEN: -- so help me
God.

CONGRESSMAN PAT RYAN: Congratulations.
(Applause)

CONGRESSMAN PAT RYAN: Alderman Kevin
Gomez.

ALDERMAN KEVIN GOMEZ: Thank you.
(Indiscernible). Four.

CONGRESSMAN PAT RYAN: Step up
(indiscernible).

ALDERMAN KEVIN GOMEZ: Thank you.

CONGRESSMAN PAT RYAN: Are you guys
proud of this guy? I, state your full name --

ALDERMAN KEVIN GOMEZ: I, Kevin Gomez -
-

CONGRESSMAN PAT RYAN: -- do solemnly
swear --

ALDERMAN KEVIN GOMEZ: -- do solemnly
swear --

CONGRESSMAN PAT RYAN: -- that I will
support the Constitution of the United States --

ALDERMAN KEVIN GOMEZ: -- that I will
support the Constitution of the United States --

CONGRESSMAN PAT RYAN: -- and the
Constitution of the State of New York --

ALDERMAN KEVIN GOMEZ: -- and the
Constitution of the State of New York --

CONGRESSMAN PAT RYAN: -- and that I
will faithfully discharge the duties --

ALDERMAN KEVIN GOMEZ: -- and that I
will faithfully discharge the duties --

CONGRESSMAN PAT RYAN: -- of the Office
of Second Ward Alderman --

ALDERMAN KEVIN GOMEZ: -- of the office
of Second Ward Alderman --

CONGRESSMAN PAT RYAN: -- to the best
of my ability --

ALDERMAN KEVIN GOMEZ: -- to the best
of my abilities --

CONGRESSMAN PAT RYAN: -- so help me
God.

ALDERMAN KEVIN GOMEZ: -- so help me
God.

CONGRESSMAN PAT RYAN: Congratulations.

(Applause)

CONGRESSMAN PAT RYAN: Alderwoman Wray?

ALDERWOMAN KATE WRAY: We're going
together. We've been together (indiscernible).

PRESIDENT J. MIGUEL RODRIGUES: They're
special. Third Ward, best ward.

ALDERWOMAN KATE WRAY: Best ward.

ALL: Oh.

ALDERWOMAN KATE WRAY: Miguel knows
which ward is the best ward.

PRESIDENT J. MIGUEL RODRIGUES: There's
three versus all of them.

ALDERWOMAN KATE WRAY: You're in charge
of our book.

ALDERMAN PAUL JOHNSON: Left hand on
the book, right hand high.

CONGRESSMAN PAT RYAN: Left hand on the
book, right hands up. Team spirit here. You're
both going to have to say your name at the same
time though, right?

ALDERWOMAN KATE WRAY: We'll be good.
I'll remember mine. (Indiscernible).

CONGRESSMAN PAT RYAN: I, state your
name --

ALDERWOMAN KATE WRAY: I, Katie Wray --

ALDERMAN PAUL JOHNSON: I, Paul Johnson

--

CONGRESSMAN PAT RYAN: -- do solemnly
swear --

ALDERWOMAN KATE WRAY: -- do solemnly
swear --

ALDERMAN PAUL JOHNSON: -- do solemnly
swear --

CONGRESSMAN PAT RYAN: -- that I'll
support the Constitution of the United States --

ALDERWOMAN KATE WRAY: -- that I will
support the Constitution of the United States --

ALDERMAN PAUL JOHNSON: -- that I will
support the Constitution of the United States --

CONGRESSMAN PAT RYAN: -- and the
Constitution of the State of New York --

ALDERWOMAN KATE WRAY: -- and the
Constitution of the State of New York --

ALDERMAN PAUL JOHNSON: -- and the
Constitution of the State of New York --

CONGRESSMAN PAT RYAN: -- and I will
faithfully discharge the duties --

ALDERWOMAN KATE WRAY: -- and I will
faithfully discharge the duties --

ALDERMAN PAUL JOHNSON: -- and I will
faithfully discharge the duties --

CONGRESSMAN PAT RYAN: -- of the Office
of the Third Ward Alderperson --

ALDERWOMAN KATE WRAY: -- of the Office
of Third Ward Aldermen --

ALDERMAN PAUL JOHNSON: -- of the

Office of Third Ward Aldermen --

CONGRESSMAN PAT RYAN: -- according to
the best of my ability --

ALDERWOMAN KATE WRAY: -- according to
the best of my abilities --

ALDERMAN PAUL JOHNSON: -- according to
the best of my ability --

CONGRESSMAN PAT RYAN: -- so help me
God.

ALDERWOMAN KATE WRAY: -- so help us
God.

ALDERMAN PAUL JOHNSON: -- so help us
God.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: Fourth
Ward?

ALDERMAN PAUL JOHNSON: Thank you, sir.
Appreciate it.

PRESIDENT J. MIGUEL RODRIGUES:
Together?

ALDERMAN ALEX RODRIGUEZ: First time.

CONGRESSMAN PAT RYAN: I, state your
name --

ALDERMAN ALEX RODRIGUEZ: I, Alex
Rodriguez --

ALDERMAN JUDE JEAN-FRANCOIS: I, Jude
Jean-Francois --

CONGRESSMAN PAT RYAN: -- do solemnly
swear --

ALDERMAN ALEX RODRIGUEZ: -- do
solemnly swear --

ALDERMAN JUDE JEAN-FRANCOIS: -- do
solemnly swear --

CONGRESSMAN PAT RYAN: -- that I will
support the Constitution of the United States --

ALDERMAN ALEX RODRIGUEZ: -- that I
will support the Constitution of the United
States --

ALDERMAN JUDE JEAN-FRANCOIS: -- that I
will support the Constitution of the United
States.

CONGRESSMAN PAT RYAN: -- and the
Constitution of the State of New York --

ALDERMAN ALEX RODRIGUEZ: -- and the
Constitution of the State of New York --

ALDERMAN JUDE JEAN-FRANCOIS: -- and
the Constitution of the State of New York --

CONGRESSMAN PAT RYAN: -- and that I
will faithfully discharge the duties --

ALDERMAN ALEX RODRIGUEZ: -- and I will

faithfully discharge the duties --

ALDERMAN JUDE JEAN-FRANCOIS: -- and I
will faithfully discharge the duties --

CONGRESSMAN PAT RYAN: -- of the Office
of Fourth Ward Aldermen --

ALDERMAN ALEX RODRIGUEZ: -- of the
Office of Fourth Ward Aldermen --

ALDERMAN JUDE JEAN-FRANCOIS: -- of the
Office of Fourth Ward Alderman --

CONGRESSMAN PAT RYAN: -- according to
the best of my ability --

ALDERMAN ALEX RODRIGUEZ: -- according
to the best of my ability --

ALDERMAN JUDE JEAN-FRANCOIS: --
according to the best of my ability --

CONGRESSMAN PAT RYAN: -- so help me
God.

ALDERMAN ALEX RODRIGUEZ: -- so help me
God.

ALDERMAN JUDE JEAN-FRANCOIS: -- so
help me God.

CONGRESSMAN PAT RYAN: Congratulations.

(Applause)

ALDERMAN ALEX RODRIGUEZ: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All

right. For the first time, I'll ask the clerk to call the roll.

CLERK RICHARD MCCORMACK: Alderman Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Here.

CLERK RICHARD MCCORMACK: Alderman -- yeah, here. 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 Gomez?

ALDERMAN KEVIN GOMEZ: Here.

CLERK RICHARD MCCORMACK: Alderman Green?

ALDERMAN ANDREW GREEN: Here.

CLERK RICHARD MCCORMACK: Alderman Witt?

ALDERMAN KEVIN WITT: Here.

CLERK RICHARD MCCORMACK: Alderman Masi? Mr. Masi is absent. President Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK RICHARD MCCORMACK: Quorum is present.

PRESIDENT J. MIGUEL RODRIGUES: Okay.
Remarks of the mayor.

MAYOR JOSEPH DESTEFANO: I'm going to do them from up here this evening. So, first, I want to thank Vincenzia Elia for once again performing the Star Spangled -- or National Anthem, I mean. You did a great job, and Middletown High School is very proud of you. So thank you.

(Applause)

MAYOR JOSEPH DESTEFANO: I want to begin by thanking all of you for being here today. It's truly an honor to stand before you once again in the humble and trusted place, and the trust that you have placed in me, and I'm grateful for the opportunity to once again serve the residents of the City of Middletown.

I want to begin by thanking Congressman Ryan for administering the oath of office to all of us this evening. Congressman, your support and partnership and your advocacy on behalf of all of us, all of our cities and all of the towns

in your district and in our region, has made a real difference. We need you in Washington, D.C., and we're going to be there next year for you when you're running for re-election. I can assure you of that.

(Applause)

MAYOR JOSEPH DESTEFANO: I also want to acknowledge our other state and local officials that are here this evening, Senator Skoufis and Assemblywoman Kay and our visiting assemblyman from Newburgh, Jonathan G. Jacobson, who I've known for many, many years going back to his chairmanship. And I still like him. That's a surprise.

So along with Janet Sutherland, our county legislator, who's done a fantastic job for us for the past four years, and Sparrow Tobin, our new county legislator. Your presence here reflects the importance of working

(indiscernible) --

(Applause)

MAYOR JOSEPH DESTEFANO: -- of working together across all levels of government regardless of party affiliation and for the good of all our residents. I extend my sincere

congratulations of thanks to the Honorable Judge Brockett for his service and dedication to justice and to our community. And your years of service here in the city of Middletown are deeply appreciated, and we look forward to another successful term from Judge Brockett. So thank you.

(Applause)

MAYOR JOSEPH DESTEFANO: I also need to recognize our leadership of our legislative branch, Council President Rodrigues. I need to thank him for his friendship, his partnership, his leadership, and your dedication to the people of the city of Middletown. And that includes to the entire -- that extends to the entire common council.

Those of us who are -- those of you who are returning for a new term, and our new members, Kevin Gomez and Alex Rodriguez. We're going to have some confusion in the future. We have to go with Rodrigues with an S and Rodriguez with a Z. But we'll get there. We'll make it work.

You know, our families are a very important part of the -- what we do here because

they really -- this -- as the congressman touched on, our families do pay a price. And also, running a campaign. I don't want to be political, but campaign volunteers like Marie Ingrassia. I think Maria is here this evening. She's our Middletown Democratic Chairperson.

(Applause)

MAYOR JOSEPH DESTEFANO: She is just an outstanding volunteer here in the city of Middletown, not only party/partisan ways, but for the community as a whole. So I think Maria.

We have some of our young superstars from the campaign. Natlie, Amaya, Kayla, Sheila, Maidson, Noah, Elijah. They did some great videos and some great campaigning, so thank you, and thank you to those that are here today.

And we know about that beautiful mosaic that we call Middletown, our diverse immigrant communities that are here in our community that came together as a coalition of different groups in our city. The Latino community, they're here tonight. The Asian community and so many more groups that came out.

And the congressman referenced the D.C. politics. And we sort of had like a D.C.

political campaign here in Middletown this last time. And Middletown rejected that type of campaigning. And this community came together. I see Juan in the back and others who were just fantastic people who came together from the Latinos, the Asian communities, all groups that were being attacked came together during this campaign and really did a solid job for us.

And as the whole ticket -- not just me, but the whole ticket, and we -- you know, through it all, we stood tall. I'm going to be a little Frank Sinatra for you, right? I'm not really going to sing the rest of it, but we did manage to win a close one this time.

So I want to thank them for all their dedication and commitment because it's important to recognize those who really put our city before politics, and they all did. So thank you very much, and it was great to see young people involved in the political process.

So, Alderman Gomez, Alderman Rodriguez, welcome. Welcome to your families to be part of our Middletown government family here. I look forward to working with you collaboratively, respectfully and the entire council responsibly

as we move this city forward together.

I also want to recognize Gerry Kleiner, who's in the audience. Gerry, for his 20 years of service or 20 years plus of service because he's involved in so many things. And congratulations to you.

(Applause)

MAYOR JOSEPH DESTEFANO: I mentioned Sparrow Tobin. He has, I guess, a promotion from city council to Orange County legislator. And we will, once again, have representation in Orange County government. So thank you, Sparrow, for being here.

(Applause)

MAYOR JOSEPH DESTEFANO: I mentioned that public service is not a solo effort, never a solo effort, and I would not be standing here tonight without the support of my family. I've been doing this job for a long time. You know, some claim 42 years.

PRESIDENT J. MIGUEL RODRIGUES: 49.

MAYOR JOSEPH DESTEFANO: That's not true, but some people have bad math. But so to my wife, Linda, thank you for your constant encouragement, your patience. Well, maybe -- I

don't know about the patience, but your strength. To my children, Nicole and -- she was the letter-writer during the campaign, Allie, my daughter Allie, the photographer, and the internet video creator who did a great job. Thank you both for your commitment and your dedication to what we have accomplished together.

My grandchildren, Miles, Rosey, Manny, and Eli, my assistant campaign manager, all of you are a part of my -- are my pride and my inspiration to do these things that we do here. My sister, Maria, who's probably crying off onto the side. The congressman told me that he's met you a couple of times, and you're quite the character. I said you don't know the half of it. So, thank you for your lifelong belief in what we do as a family.

To our city hall staff, I offer my sincere appreciation. Mary Zahorchak, where are you, Mary? Yay. I'm going to say stand up, Mary, or -- right?

(Applause)

MAYOR JOSEPH DESTEFANO: Yeah. Stand up, Mary. Stand up. Oh, standing up. All right. Thank you for your professionalism, your

dedication, and your steady presence, and also for running all the city hall pools at Superbowl time. To our department heads, Jacob Tawil, Chief J.J. Ewanciw, Chief Brady, Maria Bruno, Leonora Liz, Rick McCormack, Marianne Feely, Alex Smith, Raelyn, and Pam Welch. I saw Pam Welch here.

Thank you all for your hard work, your leadership, your commitment in delivering services to our residents. The quality of services is second to none in this region. So I want to thank you on behalf of our residents for everything you do every single day.

This moment is particularly meaningful to me as it marks 16 consecutive years of service with President Rodrigues as a team. As you saw, we got sworn in together. We've been sworn in together I believe every time, and part of that is symbolism because we are a team. We've acted that way since 2009 since our campaign back then and every, you know, four years since then.

But what happens every four years is not really important. It's what happens in between those four years. And we do work like a team. Sometimes it looks like we're all in

agreement up here, but believe me, we have our times, we have our disagreements, but we try to reach consensus and we try to move Middletown forward. And I think we've had a lot of luck doing that.

But this is -- this experience has reinforced for me that good government is built on fiscal responsibility, stable taxes, strong public services, and a constant focus on the quality of life for those who call Middletown home.

We have made real progress together, but important work remains. I remain committed to listening, to transparency, to accountability to working collaboratively with the common council by partners in the government, and most importantly, the residents of this city. Thank you for the people of the city of Middletown for your continued trust and your continued confidence.

It's an honor to serve as mayor. I want to once again thank Congressman Ryan for swearing us in and for taking time out of your busy schedule this evening to be here. I'm proud of our city. I'm optimistic about our future.

That's something you will see in my state of the city address if you have an hour and a half sometime in February. And I'm excited to continue moving Middletown forward together. So thank you, and God bless the City of Middletown. God bless the United States of America, and I appreciate all of you coming out tonight. And now I wanted to introduce our state Senator James Skoufis.

(Applause)

SENATOR JAMES SKOUFIS: Give it up one more time for our great mayor. Woo.

(Applause)

SENATOR JAMES SKOUFIS: I'm said this at other swearing ins before. The immediate mark of a wise public servant, a grizzled, veteran public servant is they don't have their swearing on January 1st. Nobody likes going out to an oath of office administration on January 1st. We're hung over, we're tired, and so thank you, Mayor, and all of your aldermen, council president, for your service to this great community.

Look, you know, there is -- I want to say a few things. There are some people,

especially if you don't follow government politics, especially local government and local politics, they see things happen in a community, especially when it's good stuff happening like here in Middletown. And most folks don't realize the incredible energy and effort and blood and sweat and tears and time and commitment that's involved in making all of those good things happen.

And you all know here, and certainly the people involved in moving this city forward know that this is not magic. It's not coincidence. It's not happenstance that so much good is happening in the city of Middletown.

I'm very privileged to be a part of this team. There was a moment, and the mayor would tell you this, and he's told me this, that during redistricting there was a time when I think the mayor almost had a heart attack. I almost had a heart attack. I was going to represent Middletown. Then I wasn't going to represent Middletown. I am thrilled to represent this community because this is the best team in the business that you've got in Orange County, and I would dare say in all of New York state.

(Applause)

SENATOR JAMES SKOUFIS: And I have only been here formally representing this area for a few years now, but certainly I've spent a great amount of time in Middletown. I've lived in Orange County for my entire adult life. And I know what Middletown looked like and felt like 10 years ago, 15 years ago. Does not feel like it does today.

And this team and under your leadership, Mayor and Council President, and with the support and the effort of the entire council and county team, state team, and federal team, you've filled empty storefronts and turned downtown into a vibrant, vibrant, vibrant place here in the community.

You've literally replaced wooden water pipes with real 21st Century pipes. Go figure. I -- you have and you're continuing to replace a derelict -- quite frankly, the state should be admonished for the old psych campus that was turned over to the city. And you have brick by brick revitalized that campus into a -- literally a college and health providers and so much more on the horizon.

You've filled old factories with breweries and cannabis packaging manufacturers. This city is not just going through a revitalization. Yes, the work is always ongoing. This city has been revitalized under your watch. You deserve all the congratulations in the world. Thank you, Mayor, for your friendship, your partnership, and I certainly look forward to, as long as I'm in this position working with everyone in this room, to make sure the city continues to move forward. Congratulations, everybody. Best wishes in the new year.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: At this time I'll call Assemblywoman Paula Kay.

ASSEMBLYWOMAN PAULA KAY: Big congratulations to everybody in this room. This is Middletown. We are Middletown strong, Middletown proud. Mayor, thank you for everything you do. You -- everything you do every to bring this city together. And I just want to say to each and every one of you, I look forward to 2026 working with you.

And one of the most unique things, and thanks to the mayor, is I get to work here in

this building. And today, I think this is the first time this has happened, my officemates are here, my officemates Senator Skoufis and Congressman Ryan. I don't think we've ever been in this building all together, but we work together upstairs because the mayor put it together so that there can be seamless interaction between federal, state, and local officials so we can get things done for our constituents together, and that's what we do. We work together to do things for the people of Middletown.

So thank you, Mayor, thank you to all of you. We're going to have a tremendous 2026 working together and doing great things for this city. I'm really looking forward to it. Thank you.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: At this time I'll call Assemblyman Jonathan Jacobson.

ASSEMBLYMAN JONATHAN JACOBSON: So you're probably wondering how they let me out of my district to come over to Middletown. I was going to pay you a compliment that before that was the nicest you've ever been to me in public.

It still is.

It's good to see a lot of people that I've known in the past. You know, and the new people, let me tell you that one thing you'll discover, and I remember when I was on the Newburgh City Council, that a lot of people, your neighbors, watch the meetings on television. It's shocking. And they really do. And so you got to remember that. So it's a surprise, but it's very good.

You really have done a great job, and Middletown really is a model for the whole state. And I don't think that particularly Joe and the others here get enough credit. There's an old line that Bill Clinton said. He said, where I come from, when you see a turtle on top of a fence, the odds are it didn't get there by itself. And these things don't happen by accident, as was pointed out.

And you've done a great job. And you've got my great colleague as your partner here. And it's always great to see my congressman as well, Pat Ryan. So thank you for having me here. It's good seeing everybody, and congratulations.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: So we have our two county legislators, Janet Sutherland. You guys want to come up? Sparrow Tobin.

(Applause)

LEGISLATOR JANET SUTHERLAND: Okay. Well, it's an absolute honor to be standing here with our newly elected legislator Sparrow Tobin. I just have to say, you know, when I was running, the support that I received from the council, from the mayor, from everybody who lives in the city of Middletown was an absolute thrill, and I couldn't have been re-elected without all of you.

So, to be able to stand here and welcome in new aldermen and to stand here with seasoned aldermen and to be able to celebrate this evening with you is tremendous. So I really look forward to continuing our work together and moving forward, keeping things moving in the right direction. Thank you.

(Applause)

LEGISLATOR SPARROW TOBIN: I'd just like to wish our new Aldermen Rodriguez and Gomez the best of luck. You're part of a great team,

great department chairs, great mayor. So, good luck. Thank you.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: Okay.

At this time we'll go around. Remarks of aldermen? Alderman Witt.

ALDERMAN KEVIN WITT: I had a feeling I was going to be asked to follow all of that. Thank you all for coming out tonight. It was -- it's so nice to have you all part of this. Thank you to the people who put me and us in these positions. It's an incredible honor, and I know we all try to work really hard for everybody and to try to do the right thing for our city.

You know, we've heard different things about the timing of, you know, 250 years and how long the city's been around. I mean, you see right up there, it's 1888. And there have been people in these seats since that time, and they may even be these seats. I don't know. But that's pretty incredible when you think about it, you know, that we are tasked with keeping this going.

And it's a lot. We know, right? We try hard and it's a great city and we have great

leadership, but it's -- sometimes it can give you a good perspective that there was like 40 years ago or 50 years ago, like nobody in this room was in this room and tasked with making it work. So I appreciate all the support we get. My wife, Gretchen, and my daughter, Madison, here are big helps, big supports. And thank you very much for being a part of all of this.

It's a great day. You know, I mean, the first person I saw outside was Gerry Kleiner, and then the first person I saw in here was Sparrow. So I thought maybe they changed their mind or something and they were going to come back. But, you know, Gerry, good luck again in retirement. And, Sparrow, I know you're going to do great.

So -- and just one final thing is there's like -- on this agenda, there are a lot of appointments of different, you know, panels and boards and everything. And they're all volunteer people who do this, and they help make us, you know, do what we do; planning board, board of assessment, board of appeals, you know? And it's just -- they're a big part of this, and sometimes they don't get recognized like we do.

So I just want to thank them and thank you for this time, everybody.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green.

(Applause)

ALDERMAN ANDREW GREEN: Thank you.

First off, to our two newest aldermen, congratulations. Welcome. I look forward to working with both of you. And just to piggyback off of what Assemblymember Jacobson said, not only do they watch the TV, but those are also your delivery people and your doctors and that.

So, you know, next time you're on the dentist chair, maybe somebody's watching and it hurts a little more. You might not have voted the right way. So I've learned that the hard way in the past, but no. It truly is an honor to be up here, to be able to serve again. This will be, you know, hard to think about that at the end of this term it'll be a decade that I'll be sitting here on this board.

And it's been a pleasure to get to know every single one of you, to work alongside you, to work alongside the mayor and the council president to do such wonderful things, and to

know that the trajectory that the city is on, you know, with such wonderful department heads and wonderful leadership on local, state, federal level that I'm pretty sure this train would keep moving even if all the lights turned off and we couldn't get any business here done tonight or for the next ten years. But we're here to do our jobs. We're here to serve the people, and look forward to doing it again with everyone here. So thank you.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Gomez.

ALDERMAN KEVIN GOMEZ: Thank you. Boy, it's truly an honor. I'm very humbled to be here and I'm grateful to all the wonderful souls who are here, all the men and women, the heart and soul of Middletown, family, friends, my beloved bride, my children, all the foot soldiers who make possible our election to move our city forward, our mayor for his vision and clarity in leading our city.

Dr. Albert Schweitzer once said, to work for the common good is the greatest creed, and, in essence, that's why we're here. We're

here to work for the common good, to make a difference, to uplift our democracy, to build a future for our children. The different times I went out campaigning, and many times I would take my children with me, I always think it's about them. It's about the young ones. What kind of future, what kind of legacy we're going to leave for them.

And I know the wonderful men and women who I'm going to be serving here with, many who I have known for many years. And I have been involved here in politics since I was in high school, but I think the wonderful people I've seen on this council and in this city government are exceptional, and they have that heart to put together to make that creed their guide, their inspiration to work for the common good.

So all I have to say is let's roll up our sleeves, let's do it, and so help me God, I'm ready here to serve.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES:

Alderwoman Wray?

ALDERWOMAN KATE WRAY: Good evening.

You know, it's funny, listening to, you know, all

the speeches this evening, we talk about how long this -- most of this board has been functioning together. And I think that length of service really speaks to a formula that really works. When you have passion for what you do, when you have a love for this city that is genuine and true, it never goes away.

You don't want to stop serving this city. You don't want to stop being a part of what we're doing here in Middletown because it's evident in every ribbon-cutting, and every building that's opened and renovated and becomes a thriving business.

In our homebuyer program, we're putting families into what used to be dilapidated homes. Like who doesn't want to be a part of what we're doing here? And we don't. We don't want to stop. And even the ones who have left us, Sparrow Tobin will still be serving Middletown. And Gerry Kleiner will never stop serving Middletown, and that's just a fact.

And it's been a pleasure to work with all of you, and I just feel very lucky, and I welcome our new members of the board to this team. I like to say team. A better word is

probably family. If you've been in this building, if you've interacted with employees of this city, you will understand that this is a little bit more than a team. And for all our city employees, I am a huge fan of all of you because we aren't Middletown without the actual boots-to-the-ground work that you guys put in every day.

And it's not just the work you do. It's the customer service you give. It's our interaction with our community, and I think that's what makes us so successful. And I'm super excited to be a part of our new team, and obviously back with my partner in crime. So I wish everyone great things and onto new things in 2026.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Johnson?

ALDERMAN PAUL JOHNSON: Thank you. As our guests have testified, so to speak, our accomplishments are self-evident. And the entire council congratulates the mayor and all -- you're all hiding back there somewhere, all the department heads. You make it work, and we're

thankful for that.

So, 2025. You know, the word "primary" has taken on a very different connotation in the last few years. Kind of like a punishment, like if you don't do what we want you to do, we'll primary you. So were we happy to have a primary in Middletown for the first time maybe ever? I'm not sure.

I wouldn't say we were warm and fuzzy at the moment or the circumstance. But a primary is something that should be embraced. It gives you an opportunity to look inside and say, are you really doing what you're supposed to be doing, number one?

Are you really serving the people to their level of expectations, number two? Do people actually know who you are despite television, number three? And do the people understand how we make these things work, how all these ribbon-cuttings and parking spaces and new stores and new restaurants, how it happened?

So, it actually was an opportunity to validate ourselves, to make ourselves more familiar to our constituency. And as the election results testified, it allowed them to

come to the polls and appreciate what we're doing. As all of us on the council, we thank the residents. Without you, we wouldn't be sitting here, and we look forward to the next year. Thank you.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Jean-Francois.

ALDERMAN JUDE JEAN-FRANCOIS: Good evening. First of all, I want to say happy New Year's to everyone here. And I want to welcome everyone that came here this evening to actually have this moment with us.

First of all, I'd like to thank our leader, Mayor DeStefano, and what's his -- Common Council President Rodrigues. You guys did a wonderful job.

To our department heads, you guys have proved yourselves over and over and over again every year. Never stops. And you guys did a wonderful job. And without you guys, we wouldn't be in this position that we are right now.

I want to thank our constituents for the Fourth Ward to come out and support us, Alex and I, to win the election, and to support us, to

believe in us for doing the job that we've been doing for 12 years. And, Alex, this is your first year. I want to thank you again from the bottom of my heart. And in 2026, I think we're going to do a lot better than what we have done over the past years. Thank you for the opportunity. God bless you all.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Thank you.

Good evening, everyone, mayor, fellow councilmembers, and residents of Middletown. I am truly honored and grateful for the opportunity to serve as your councilman.

Middletown is our home. I'm sorry if I'm a little nervous. It's the first time. Middletown is our home, a city built on hard work, strong families, and a sense of community. And I'm committed to protecting and strengthening that foundation.

My focus will always be on what is best for the people of Middletown. I believe progress comes from working together with respect and common purpose. I look forward to collaborating

with my fellow council members and city leaderships to address challenges, to support growth, and keep our city safe and striving. Thank you for placing your trust in me. I will work hard every day to earn it.

Thank you to my family for putting up with it and dealing with it. I know it was hard, and I might cry. And thank you. And God bless the city of Middletown.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: Before I go, I want to call up our Judge Steve Brockett. He would like to say a couple of words.

(Applause)

JUDGE STEVEN BROCKETT: Thank you, President Rodrigues. Because of political or ethical constraints with being a judge, I don't get to go to political things or council meetings or get involved politically, and this will probably be the last time that I get to come and speak. So I did want to take a couple of minutes and just thank everyone in the city, thank everyone that's here for the honor that I've had in serving the city.

I'm not sure how you keep score of

these, and you probably need official scorekeepers, but one of the things that I'm proudest of is that, despite how long the mayor has been here, I believe I have the longest consecutive streak of service in the city of Middletown.

(Applause)

JUDGE STEVEN BROCKETT: This is my 21st year. He has more time, but he's so much older than me that he's... I wanted to thank my wife, Doreen, who really, really dislikes this political stuff and has (indiscernible) to do that.

I wanted to thank my daughter, Megan, who is not here. She's the deputy mayor in the city of Binghamton, actually. And --

(Applause)

JUDGE STEVEN BROCKETT: -- she -- and thinking about what the congressman said, her mayor in the city of Binghamton is not the same political party that I am from, but he is a fine, fine public servant. And Congressman Ryan is right. We don't need more democrats or more republicans. We need more good servants.

(Applause)

JUDGE STEVEN BROCKETT: Herb Ross is a fine public servant, although he did not take Senator Skoufis' excellent advice. And they did their swearing in yesterday and no one was happy.

But I wanted to thank my wife and my daughter and the people that I've had a chance to work with. I go to judge things around the state, and I talk to a lot of judges from a lot of places. And what I really remember in the 21 years that I've been here, when the whole George Floyd thing happened, there was -- it was a very hard time for our country.

We did not have -- and in talking to other judges, we did not have the problems in Middletown that people had in other places. And it's because of the relationship that the mayor has with the community. I see the chief of police here. The police department are fair and impartial, and they make mistakes like I make mistakes and everybody makes mistakes.

But I can honestly say I am so proud of the police department in this city for the relationship that they have fostered with the whole community. And because of that --

(Applause)

JUDGE STEVEN BROCKETT: -- we're really blessed and we don't have problems that other cities have. I look at other cities in the region and I see how -- cities that are very similar to Middletown like Poughkeepsie and Kingston, they struggle.

And thank God we are in a better place than a lot of other places of a very similar nature, and it's because of the really good people that we have working in this city. And you should all be proud of them, and it's been my honor to serve with them. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: All right. I'm going to put my glasses on. So, when I first started, I was 26 years old. This year will be turning 50, so I don't want to miss anybody.

First, I want to thank Congressman Ryan for administering the oath of office. Thank you. We have your back. The City of Middletown has your back. Whatever close race is, you tell us, we'll be there. We'll support them even if it's in Texas or Pennsylvania. We know what we've got to do in Middletown.

Thank you, Senator Skoufis,

(Indiscernible) Kay, and my good friend Jonathan Jacobson. We were co-chairs in Orange County together, so we go back a long time. I want to thank our fellow aldermen, welcome our two council men. Mayor, he said we're friends. We work together. I look for his leadership all the time. His leadership, his guidance, it's what makes us work. Yes, we do fight a lot, but you won't see it in public, but we get the job done for the city of Middletown.

City staff, department heads, the department heads that are here took time today on a Friday to come out and listen to us. They support us. We support you. Thank you. And all the partners in government, I thank you.

Most importantly, my family, my wife Wendy, my super-smart daughter Natalie. In 2004 she was born. I was on the council. Now she's graduating from Pace as a chemistry major. So congratulations.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: My twin Noah. He's already 18 years old and a business owner and everything, so he's going in the right direction following his dad. Most importantly,

the city of Middletown, the voters, the people that have voted for us. We didn't want to campaign, but, you know, it was good to see knocking on doors, especially the ones I had to go up the stairs. The mayor goes across the street to level ones. You know, it's always me going up the stairs. But, you know, we get to see the people all the time, so we want to thank everybody for their patience, their support, and everything.

As alderman-at-large, I get to represent every neighborhood, every ward, every resident of the city of Middletown. I represent -- that responsibility matters to me. It's accessibility. It's listening to what the mayor has said. Conversations sometimes are difficult. We have to make those decisions, and we have to bring it to you guys. So it's there. It's what we do.

Middletown, like everybody said, was built on hard-working people with pride, and we are the city of Middletown. We're families, small business owners, first responders, educators, laborers, and volunteers. People who keep -- care about our community, deeply care

about our community that live here.

I -- it's an honor to be here today to see how everybody is here, and I just want to say thank you. I know we've got a lot of work. I'm going to put a lot of stuff on your committees. I'm going to make you guys work. But it's going to be fun work, and we're going to get there.

So again, thank you to the voters for trusting me, for, I don't know, five terms already. But who's counting, right? The mayor's got more time than I do. It is an honor to serve as alderman-at-large. God bless you. God bless the city of Middletown. Thank you.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: Now, for new business, I'm going to just say all in favor, and then if you want to oppose something or abstain just raise your hand. New business.

CLERK RICHARD MCCORMACK: Good evening. We have a resolution sponsored by Alderman Witt establishing common council's standing committees and membership for 2026.

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

in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: Any
opposed? No.

CLERK RICHARD MCCORMACK: Resolution
sponsored by Alderman Johnson adopting an
investment policy for 2026.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Johnson,
seconded by Alderman Jean-Francois. Any
discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution
sponsored by Alderman Green adopting a fee
schedule for 2026.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Green. Do I
have a second? Alderwoman Wray. Any discussion?
All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution
sponsored by Alderwoman Wray adopting a
procurement policy for 2026.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderwoman Wray.

Seconded by Alderman Johnson. Discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution sponsored by Alderman Jean-Francois readopting the fund balance policy for 2026.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Jean-Francois. Seconded by Alderman Green. Any discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution sponsored by Alderman Johnson appointing a 207A officer.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson. Seconded by Alderwoman Wray. Any discussion? All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored --

CLERK RICHARD MCCORMACK: Here we go. Resolution sponsored by Alderman Witt readopting the rules of decorum for city meetings.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Witt. Seconded by Alderman Gomez. Any discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution Sponsored by Alderman Green confirming the mayor's reappointment of Maria Bruni as the Director of Economic and Community Development.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Green. Seconded by Alderwoman Wray. Any discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution sponsored by Alderwoman Wray confirming the mayor's reappointment of Joseph DeStefano, Andrew Britto, Anthony Cantoli, David Madden, Wayne Hawkins, Elizabeth Nemeth, and Brian Seigerman to the Industrial Development Agency.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderwoman Wray. Seconded by Alderman Johnson. Any discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution

sponsored by Alderman Rodriguez confirming the mayor's re-appointment of Peter Laskaris as city historian.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Rodrigues.

Seconded by Alderman Jean-Francois. Any discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution sponsored by Alderman Gomez confirming the mayor's re-appointment of Jerry Caliendo, Robert Metz, Sixto Martinez, and Mark Fellenzer to the Electrical Licensing Board.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Gomez. Seconded by Alderman Green. Any discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution sponsored by Alderman Johnson confirming the mayor's re-appointment of J. Miguel Rodriguez to the Police Commission.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson.

Seconded by Alderman Witt. Any discussion? I

will abstain. All in favor?

ALDERMAN KEVIN GOMEZ: Aye.

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

ALDERMAN PAUL JOHNSON: Aye.

ALDERWOMAN KATE WRAY: Aye.

ALDERMAN ANDREW GREEN: Aye.

ALDERMAN KEVIN WITT: Aye.

ALDERMAN ALEX RODRIGUEZ: Aye.

PRESIDENT J. MIGUEL RODRIGUES: I
abstained.

CLERK RICHARD MCCORMACK: Council
President Rodrigues abstains. Motion carries.
Resolution sponsored by Alderman Jean-Francois
confirming the mayor's re-appointment of Maria
Bruni and Gef Chumard to the Architectural Review
Board.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Jean-Francois.
Seconded by Alderwoman Wray. Any discussion?
All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution
sponsored by Alderman Witt confirming the mayor's
re-appointment of Andrew Britto to the planning
board.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Witt. Seconded by Alderman Green. Any discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Green confirming the mayor's re-appointment of Kathleen Flessa to the Board of Assessment Review.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Green. Seconded by Alderwoman Wray. Any discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution

sponsored by Alderman Gomez confirming the mayor's re-appointment of Jim Burtis to the Zoning Board of Appeals.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Gomez. Seconded by Alderman Green. Discussion? All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution

sponsored by Alderwoman Wray confirming the mayor's re-appointment of Richard Croughan as

assistant corporation counsel.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderwoman Wray.

Seconded by Alderman Rodriguez. Any discussion?

All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: We have an unsponsored resolution confirming the mayor's re-appointment of Alex Smith as corporation counsel.

ALDERWOMAN KATE WRAY: I'll sponsor it.

PRESIDENT J. MIGUEL RODRIGUES:

Alderwoman Wray.

ALDERMAN KEVIN GOMEZ: Second.

PRESIDENT J. MIGUEL RODRIGUES: So

resolution sponsored by Alderwoman Wray.

Seconded by Alderman Gomez. I guess we're going to have to vote on this one. All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Resolution sponsored by Alderman Johnson authorizing a salary schedule for the non-union employees for 2026.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson.

Seconded by Alderwoman Wray. Any discussion?

Alderwoman Wray?

ALDERWOMAN KATE WRAY: I still think
Mary needs more.

PRESIDENT J. MIGUEL RODRIGUES: Is that
an official amendment?

ALDERWOMAN KATE WRAY: She's in there
all day with -- Mary needs more.

PRESIDENT J. MIGUEL RODRIGUES: All
right. All in favor?

ALL: Aye.

CLERK RICHARD MCCORMACK: Carries.
Resolution sponsored by Alderman Rodriguez re-
authorizing an Orange and Rockland easement for 7
King Street.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Rodriguez.
Seconded by Alderman Jean-Francois. Any
discussion? All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: Okay.
Audit?

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

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson.

Seconded by Alderman Witt. All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: Move
for adjournment?

ALDERWOMAN KATE WRAY: So moved.

PRESIDENT J. MIGUEL RODRIGUES: All
right.

(Applause)

(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: January 14, 2026



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JANUARY 2, 2026**

1. PLEDGE OF ALLEGIANCE
2. NATIONAL ANTHEM: PERFORMED BY VINCENZIA ELIA
3. OATH OF OFFICE
 - 3.1. Joseph M. DeStefano, Mayor
 - 3.2. J. Miguel Rodrigues, Alderman-at-Large
 - 3.3. Steven Brockett, City Court Judge
 - 3.4. Kevin Witt, Alderman, 1st Ward
 - 3.5. Andrew R. Green, Alderman, 2nd Ward
 - 3.6. Kevin Gomez, Alderman, 2nd Ward
 - 3.7. Katie Wray, Alderwoman, 3rd Ward
 - 3.8. Paul K. Johnson, Alderman, 2nd Ward
 - 3.9. Jude Jean-Francois, Alderman 4th Ward
 - 3.10. Alex Rodriguez, Alderman 4th Ward
4. ROLL CALL
5. REMARKS OF THE MAYOR
6. REMARKS FROM ELECTED OFFICIALS
7. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
8. NEW BUSINESS
 - 1-26 Resolution Establishing Common Council Standing Committees and Membership for 2026

- 2-26 Resolution Adopting an Investment Policy for 2026
- 3-26 Resolutions Adopting a Fee Schedule for 2026
- 4-26 Resolution Adopting a Procurement Policy for 2026
- 5-26 Resolution to Re-Adopt the Fund Balance Policy for 2026
- 6-26 Resolution Appointing 207A Officer
- 7-26 Resolution to Re-Adopt Rules of Decorum for City Meetings
- 8-26 Resolution Confirming the Mayor's Re-Appointment of Maria Bruni as the Director of Economic & Community Development
- 9-26 Resolution Confirming the Mayor's Reappointment of Joseph M. DeStefano, Andrew Britto, Anthony Cantoli, David Madden, Wayne Hawkins, Elizabeth Nemeth and Brian Seigerman to the Industrial Development Agency (IDA).
- 10-26 Resolution Confirming the Mayor's Re-Appointment of Peter Laskaris as City Historian
- 11-26 Resolution Confirming the Mayor's Re-Appointment of Jerry Caliendo, Robert Metz, Sixto Martinez, and Mark Fellenzer to the Electrical Licensing Board
- 12-26 Resolution Confirming the Mayor's Re-appointment of J. Miguel Rodrigues to the Police Commission
- 13-26 Resolution Confirming the Mayor's Reappoint of Maria Bruni and Gef Chumard to the Architectural Review Board
- 14-26 Resolution Confirming the Mayor's Re-Appointment of Andrew Britto to the Planning Board
- 15-26 Resolution Confirming the Mayor's Re-Appointment of Kathleen Flessa to the Board of Assessment Review
- 16-26 Resolution Confirming the Mayor's Re-appointment of Jim Burtis to the Zoning Board of Appeals
- 17-26 Resolution Confirming the Mayor's Reappointment of Richard Croughan as Assistant Corporation Counsel
- 18-26 Resolution Confirming the Mayor's Reappointment of Alex Smith as Corporation Counsel
- 19-26 Resolution Authorizing a Salary Schedule for Non-Union Employees for 2026
- 20-26 Resolution Re-Authorizing a Orange and Rockland Easement for 7 King Street

9. AUDIT OF CLAIMS AND ACCOUNTS

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

10. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Alderman Green
 Date of Adoption: January 2, 2026
 Index No: 1-26

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.

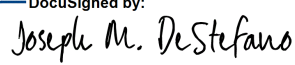
Signed by:

A32EFA1D769A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

95383BE49BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Establishing Common Council Standing Committees and Membership for 2026

Resolved, that the Common Council of the City of Middletown hereby establishes the following committees and their membership as Standing Committees of the City of Middletown Common Council:

**CITY OF MIDDLETOWN COMMON COUNCIL
COMMITTEE ASSIGNMENTS
2026**

<p>FINANCE COMMITTEE Masi, Chairperson Johnson, Vice-Chair Jean-Francois Green Wray</p>	<p>LEGISLATIVE COMMITTEE Johnson, Chairperson Masi, Vice-Chair Green Gomez Wray</p>
<p>PLANNING AND ECONOMIC DEVELOPMENT Green, Chairperson Johnson, Vice-Chair Jean-Francois Witt Wray</p>	<p>PUBLIC WORKS/TRAFFIC Jean-Francois, Chairperson Green, Vice-Chair Rodriguez Wray Witt</p>
<p>RECREATION & PARKS Witt, Chairperson Wray, Vice-Chair Rodriguez Gomez Masi</p>	<p>PUBLIC SAFETY Wray, Chairperson Masi, Vice-Chair Gomez Jean-Francois Johnson</p>
<p>QUALITY OF LIFE/CODE ENFORCEMENT ENTIRE CITY Rodrigues CP Chair Entire Council on Committee</p>	<p>RECYCLING Rodriguez, Chairperson Green, Vice-Chair Gomez Johnson Masi</p>
<p>COMMUNITY COMMUNICATION AND HISTIOICAL SOCIETY Gomez, Chairperson Witt, Vice-Chair Rodriguez Green Jean-Francois</p>	<p>Liaison Veterans Masi Seniors Green Police & Fire Wray Youth Witt School District Johnson</p>

BE IT FURTHER RESOLVED, that the Common Council declares that the Treasurer, Leonora Liz, and the Chairman of the Finance Committee, Joseph Masi, are hereby authorized and directed to sign all checks, drafts, acceptances, undertakings or, other orders on bank accounts of the City of Middletown by personal or by facsimile signature.

Prepared by:

Attachments:

None



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: January 2, 2026
 Index No: 2-26

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.

Signed by:




A32EFA1D763A4ED

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:



1/5/2026

Joseph M. DeStefano, Mayor

Date

Resolution Adopting an Investment Policy for 2026

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Investment Policy for the City of Middletown.

Prepared by:
 Leonora Liz, Treasurer

Attachments:

1.	Investment Policy
----	-------------------

Chapter 65

INVESTMENT POLICY

§ 65-1.	Scope.	§ 65-9.	Safekeeping and collateralization.
§ 65-2.	Objectives.	§ 65-10.	Permitted investments.
§ 65-3.	Delegation of authority.	§ 65-11.	Authorized financial institutions and dealers.
§ 65-4.	Prudence.	§ 65-12.	Purchase of investments.
§ 65-5.	Diversification.	§ 65-13.	Repurchase agreements.
§ 65-6.	Internal controls.	§ 65-14.	Operations, audit and reporting.
§ 65-7.	Designation of depositories.		
§ 65-8.	Collateralizing of deposits.		

[HISTORY: Adopted by the Common Council of the City of Middletown 1-3-2022 by Res. No. 3-22¹. Amendments noted where applicable.]

§ 65-1. Scope.

This investment policy applies to all monies and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

§ 65-2. Objectives.

The primary objectives of the City of Middletown's investment activities are, in priority order:

- A. Legal: to conform with all applicable federal, state and other local requirements;
- B. Safety: to adequately safeguard principal;
- C. Liquidity: to provide sufficient liquidity to meet all operating requirements; and
- D. Yield: to obtain reasonable rate of return.

§ 65-3. Delegation of authority.

The governing board's responsibility for administration of the investment program is delegated to the Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

§ 65-4. Prudence.

- A. All participants in the investment process shall seek to act responsibly as custodians of the

1. Editor's Note: This resolution superseded former Ch. 65, Investment Policy, adopted 1-2-2020.

public trust and shall avoid any transaction that might impair public confidence in the City of Middletown to govern effectively.

- B. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.
- C. All participants involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

§ 65-5. Diversification.

It is the policy of the City of Middletown to diversify its deposits and investments by financial institutions, by investment, and by maturity scheduling.

§ 65-6. Internal controls.

- A. It is the policy of the City of Middletown for all monies collected by any officer or employee of the government to transfer those funds to the Treasurer within one day of deposit, or within the time specified in law, whichever is shorter.
- B. The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

§ 65-7. Designation of depositories.

The bank and trust companies authorized for the deposit of monies up to the maximum amounts are:

Depository Name	Maximum Amount
JP Morgan Chase	\$18,000,000
TD Bank	\$18,000,000
Sterling National Bank	\$18,000,000
Orange Trust Bank	\$12,500,000
Key Bank	\$5,250,000

§ 65-8. Collateralizing of deposits.

In accordance with the provisions of General Municipal Law § 10, all deposits of the City of Middletown, including certificates of deposits and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- A. By a pledge of eligible securities with an aggregate market value as provided by GML § 10, equal to the aggregate amount of deposits from the categories designated in Appendix A²

to the policy.

- B. By an eligible irrevocable letter of credit issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of the deposits and the agreed upon interest, if any, or 100% in the case of an irrevocable letter of credit issued in favor of the local government by certain federal home loan banks. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
- C. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of the deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

§ 65-9. Safekeeping and collateralization.

- A. Eligible securities used for collateralizing deposits shall be held by a third party or trust company subject to security and custodial agreements.
- B. The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses rising out of collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with the City of Middletown, or its custodial bank.
- C. The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution or release of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

§ 65-10. Permitted investments.

- A. As authorized by General Municipal Law § 11, the City of Middletown authorizes the Treasurer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:
 - (1) Special time deposit accounts authorized to do business in New York State;

2. **Editor's Note: Appendix A is included as an attachment to this chapter.**

City of Middletown, NY

§ 65-10

MIDDLETOWN CODE

§ 65-12

- (2) Certificates of deposit;
 - (3) Obligations of the United States of America;
 - (4) Obligations guaranteed by the agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
 - (5) Obligations of the State of New York;
 - (6) Obligations issued pursuant to LFL § 24.00 or 25.00 (with the approval of the State Comptroller) by any municipality, school district or district corporation other than the City of Middletown;
 - (7) Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general state statutes governing such entities or whose specific enabling legislation authorizes such investments;
 - (8) Certificates of participation (COPs) issued pursuant to GML § 109-b;
 - (9) Obligations of this local government, but only with any monies in a reserve fund established pursuant to GML § 6-c, 6-d, 6-g, 6-h, g-j, 6-k, 6-l, 6-m, or 6-n.
- B. All investment obligations shall be payable or redeemable at the option of the City of Middletown within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Middletown within two years of the date of purchase. The designated depository will confirm all purchases and transactions in writing to the City of Middletown.

§ 65-11. Authorized financial institutions and dealers.

The City of Middletown shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credited worthy. Banks shall provide their most recent consolidated report of condition (call report) at the request of the City of Middletown. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

§ 65-12. Purchase of investments.

- A. The Treasurer is authorized to contract for the purchase of investments:
- (1) Directly, including through a repurchase agreement, from an authorized trading partner.
 - (2) By participation in a cooperative program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

Supp 48, Feb 2022

- (3) By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.
- B. All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed, in writing, to the City of Middletown by the bank or trust company. Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law § 10.10.
- C. The custodial agreement shall provide the securities held by the bank or trust company, as agent and of custodian for the City of Middletown, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the City of Middletown a perfected interest in the securities.

§ 65-13. Repurchase agreements.

Repurchase agreements are authorized subject to the following restrictions:

- A. All repurchase agreements must be entered into subject to a master repurchase agreement.
- B. Trading partners are limited to banks or trust companies authorized to do business in New York and primary reporting dealers.
- C. Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- D. No substitution of security will be allowed.
- E. The custodian shall be a party other than the trading partner.

§ 65-14. Operations, audit and reporting.

- A. The Treasurer, having custody of money, shall authorize the purchase and sale of all securities and execute contracts on behalf of the City of Middletown. Oral directions concerning the purchase, transaction, or sale of securities shall be confirmed in writing. The City of Middletown shall pay for purchased securities upon delivery.
- B. The City of Middletown will encourage the purchase and sale of securities through a competitive or negotiated process involving solicitations of at least three bids for each transaction.
- C. At the time independent auditors conduct the annual financial audit of the accounts and affairs of the City of Middletown, the auditors shall audit compliance with the investment guidelines.
- D. The legislative body of the City of Middletown shall review and approve the annual investment report at its annual reorganization meeting.

City of Middletown, NY

§ 65-14

MIDDLETOWN CODE

§ 65-14

- E. The provisions of these investment guidelines, and any amendments hereto, shall take effect prospectively and shall not invalidate the prior selection of any custodial bank or prior investment.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Green
 Seconded by: Alderwoman Wray
 Date of Adoption: January 2, 2026
 Index No: 3-26

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.

Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

853B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolutions Adopting a Fee Schedule for 2026

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Fee Schedule for services for the City of Middletown.

Prepared by:
 Leonora Liz, Treasurer

Attachments:

1.	City of Middletown Fee Schedule
----	---------------------------------

City of Middletown
Fee Schedule

Code	Description	Fee
A500-09	Plumbing Permit	\$10.00 per fixture, minimum of \$25.00
389-14	Sewer Permit	
	Residential	\$100.00
	Industrial	\$400.00
193-11	Building Permit	\$10.00 per \$1,000.00 up to \$500,000 (projects over \$500,000 to pay 2% inspection fee)
306-2	Junk Yard Permit	\$300.00 per year
193-11C	Demolition Permit	\$200.00
193-11	Move a Building	\$200.00
193-	Certificate of Occupancy	\$100.00 (\$25.00 if construction is under \$10,000)
112-4-J	Abstract Search	\$100.00
394-4 4	Sign Permit	\$50.00
425-5	Swimming Pool Permit	\$50.00
112-4G	Housing Inspection	\$100.00
112-4G	Re-Inspection	\$100.00
296-16	Rooming, lodging & Multi-Dwelling Permit	\$100.00 per building plus \$10.00 per unit
296-32A	Rental Permit Fee	\$100.00 per rental unit
296-32B	Renewal Fee	\$100.00 per rental unit
	Copy of Fire Report	\$25.00
	Public Improvement Inspection	\$125.00 per hour, capped at 4% of estimated cost of such improvements
188-4	Remove Weeds & Vegetation	
	Single Family	\$100.00 minimum
	Two Family	\$250.00 minimum
	Business	\$500.00 minimum

City of Middletown
Fee Schedule

193-52	Sewar/Water Recreational Charge	
	City of Middletown	\$2300 per dwelling unit (up to 12 fixture per dwelling unit for each fixture in excess of 12 fixtures per dwelling unit an additional fee of \$10.00 per fixture).
	Outside the City of Middletown	\$2300 per unit, and the Common Council shall have the discretion to charge a higher fee.
389-50A 416-22B	Wastewater discharge permit fee	\$200
	Street Opening Permit	
	Ditch Mobilization Charge	\$50 per ditch, \$3.00 per square foot of opening up to 50 square feet of opening, additional square footage over 50 square feet will be charged at \$2.00 per square foot.
	Septage/Leachrate Rates	Taking rate to be set at \$.098 per gallon Leachate taking rate to be set at the range of \$.055 to \$.06 per gallon \$.05 will be charged to large single contracts of 500,000 gallons and more per year \$.06 per gallon will be charged to others.
	Operating Permit	\$100.00, plus \$50.00 for every 50 occupants over 150 occupants in a public assembly.
	Commercial Gargage Pickup Monthly Rates	
	2 Yard Dumpster	\$95.00
	\$95 Gallon Trash Can (or equivalent)	\$10.00
	Additional 95 Gallon Trashcan (or equiv.)	\$10.00
359-7E	Emergency Standing Water Sworn Statement	\$100 Minimum
166-8	Architectural Review Board Job Estimate	
	\$10,000 or under	\$10.00

City of Middletown
Fee Schedule

	\$10,001 to \$100,000	\$25.00
	100,001 to \$500,000	\$50.00
	\$500,001 to \$1,000.000	\$75.00
	\$1,000,001 or higher	\$100,000
193-53	Connection Charge, non-residential	
	Inside and outside the city	Based on the estimated consumption of water and sewer services as compared with the average water and sewer consumption of individual units. All determined by Treasurer and Commissioner of Public Works.
	Planning & Zoning Fees	
	Subdivision	
	Minor 2-3 Lots	\$250.00 plus \$500 escrow, if required
	Major over 3 lots	\$500.00 plus \$100 per lot for each lot over 10 lots and \$1000 escrow (to be replenished as required).
	Planning Board	
	Industrial, Commercial, Mixed Use	\$300.00, plus \$100 for every 1,000 sq. ft. of building floor area over 2,000 sq. ft., plus \$500 escrow if required (to be replenished as required)
	Single of Two Family Residential	\$125.00
	Multi-Family residential	\$500 plus \$100 for every dwelling unit over 10 units, plus \$500 escrow if required. (to be replenished as required)
475-53n	Site Plan of 500 units or more	\$50 plus \$50 for each multiple units of housing
	Zoning Board of Appeals	
	Area Variance	\$100
	Zoning Interpretation	\$100
	Use Variance	\$350
475-51	Change of Zoning	\$250



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman Johnson
 Date of Adoption: January 2, 2026
 Index No: 4-26

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.

Signed by:

A32EFA1D763A4EB...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

963B3BE40BAF42D...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Adopting a Procurement Policy for 2026

Be it resolved that the Common Council of the City of Middletown hereby adopts the attached Procurement Policy for 2026.

Prepared by:
 Paul Johnson, Alderman

Attachments:

1.	City of Middletown, NY Procurement Policy
----	---

City of Middletown, NY
Saturday, January 4, 2025

Chapter 104. Procurement Policy

[HISTORY: Adopted by the Common Council 1-3-2012.^[1] Amendments noted where applicable.]

GENERAL REFERENCES

Finance — See Ch. 54.

Investment policy — See Ch. 65.

[1] *Editor's Note: This ordinance superseded former Ch. 104, Procurement Policy, adopted 1-3-2011.*

§ 104-1. Adoption of procedures.

The following procedures are adopted for procurement of goods and services.

§ 104-2. Purchases.

For purchases, the following procedures are to be followed:

- A. For purchases of items costing over \$20,000, competitive bidding in accordance with applicable laws and regulations is required.
- B. For purchases of items costing between \$5,000 and \$19,999.99, three or more written price quotes from suppliers are required.
- C. For purchases of items costing between \$2,000 and \$4,999.99, three or more verbal quotes from suppliers are required.
- D. For purchases of items costing between \$0 and \$1,999.99, appropriate verbal quotes from suppliers, in the discretion of the department head undertaking the purchasing, are required.

§ 104-3. Public works contracts.

For public works contracts, the following procedures are to be followed:

- A. For contracts over \$35,000, competitive bidding in accordance with applicable laws and regulations is required.
- B. For contracts between \$5,000 and \$34,999.99, three or more written quotes from qualified contractors are required.
- C. For contracts between \$2,000 and \$4,999.99, three or more verbal quotes from qualified contractors are required.
- D. For contracts between \$0 and \$1,999.99, appropriate verbal quotes from qualified contractors, in the discretion of the department head who wishes to enter into the contracts, are required.

§ 104-4. Other services.

[Amended 2-5-2013]

- A. In the event it can be anticipated that a particular service (e.g., painting services) may be required by the City for various projects which, in total, are expected to exceed \$35,000 for the year, then the procurement of those services will be subject to competitive bidding.
- B. There are, however, certain types of services provided to the City that may be considered routine and delivered in the ordinary course of business that are not capable of precise cumulative monetary calculation but are necessary to be incurred promptly and/or locally to protect the health, welfare or safety of the residents of the City, employees of the City or structures and equipment owned by the City. Such services include, but are not limited to, repairs to City vehicles such as sanitation trucks or trucks used in snowplowing or street repairs; repairs to City buildings and processes, such as electrical or plumbing work in or on the City's sewage treatment plant or water treatment plant; or assistance from outside companies for snow or garbage removal. In such cases, the cumulative payment to those companies may total more than \$35,000 per year, but it is impossible to know from year to year whether such costs will exceed \$35,000. In such cases, and in accordance with § 104-b, Subdivision 2g, of the New York General Municipal Law, it is the determination of the Common Council of the City of Middletown that the best interests of the City will not be served by competitive bidding in such cases but that the department head charged with such purchases may obtain such routine services as needed by the City in the ordinary course of business from time to time.
- C. Notwithstanding the foregoing, if the department head charged with such purchase determines that the anticipated service covered by that one purchase likely will exceed the cost of \$35,000 and such service is not the subject of any exception under this procurement policy (such as an emergency purchase or the purchase from a sole source supplier), then the procurement of such service will be subject to competitive bidding as set forth elsewhere in this chapter.

§ 104-5. Verbal quotes.

Whenever this policy allows for verbal quotes, the department head must maintain a written log which lists appropriate information from each supplier or contractor supplying such verbal quotes.

§ 104-6. Exceptions.

[Amended 3-19-2024]

- A. Exceptions to the above procurement processes are to be allowed in purchases or public work contracts which involve any of the following situations:
 - (1) Emergencies;
 - (2) True leases;
 - (3) Sole source purchases;
 - (4) Professional services, as defined and described in § **104-12** of this chapter;
 - (5) Best-value analysis, as defined and described in § **104-10** of this chapter;
 - (6) State contracted items; and
 - (7) Purchases through preferred sources, as described in the posting of the New York State Office of General Services.
- B. In all of the above situations, the responsible department head or other City official engaging in the procurement process must:
 - (1) Document the circumstances allowing the exception to the above procurement processes;

- (2) Abide by all relevant state and City ethics laws and codes;
- (3) Attempt to achieve the best value for the City; and
- (4) Should, whenever possible, attempt to make purchases and secure public works contracts at the lowest possible cost to the extent possible under the circumstances.

§ 104-7. Requests for proposals.

Whenever possible, professional services are to be obtained through requests for proposals (RFPs) issued by the Board of Estimate and Apportionment. All responses to RFPs are to be reviewed by the Board of Estimate, which must make a recommendation to the Common Council for final approval.

§ 104-8. Award to other than lowest bidder.

Whenever any contract is awarded to other than the lowest bidder or proposer, the reasons are to be set forth in writing and filed with the appropriate department or board.

§ 104-9. Effect on other procedures.

Nothing in these procurement processes changes any administrative procedures required by the Charter of the City of Middletown, such as the approval of the Board of Estimate and Apportionment for purchases and contracts.

§ 104-10. Contracts awarded based on best-value analysis.

[Added 6-3-2014 by L.L. No. 2-2014]

Notwithstanding anything else contained in this chapter to the contrary, the Common Council, after approval of the Board of Estimate and Apportionment, may award purchase contracts and service contracts that have been procured pursuant to competitive bidding or otherwise under New York General Municipal Law § 103(1) or this chapter by either the lowest responsible bidder standard or the best-value standard.

- A. "Best value" is defined in State Finance Law § 163 to mean "the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the [New York] Executive Law to be used in evaluation of offers for awarding of contracts for services." For purposes of this section, the Common Council adopts the above definition of "best value," as the same may be modified from time to time by the State Legislature.
- B. Pursuant to New York General Municipal Law § 103(1), the best-value standard may be used for purchase contracts, including contracts for service work, but it excludes and may not be used for any purchase contracts necessary for the completion of public works contracts pursuant to New York Labor Law Article 8.
- C. If the monetary thresholds of New York General Municipal Law § **103** are increased or decreased in the future by the State Legislature, the monetary thresholds set forth herein will be deemed simultaneously amended to match the new General Municipal Law thresholds.
- D. Whenever any contract is awarded by the Common Council (after approval of the Board of Estimate and Apportionment) on the basis of best value instead of the lowest responsible bidder,

the basis for determining best value will be thoroughly and accurately documented. Such documentation may include, but is not necessarily limited to, the cost of maintenance; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; quality of craftsmanship; or compatibility with existing City buildings or property.

§ 104-11. Standards for federal award procurement.

[Added 11-15-2016; amended 3-19-2024]

All federal awards, including funds received through New York State pass-through entities and funds under federal CDBG-DR grants, must comply with the provisions of 2 CFR Part 200, subparts A through F. There shall be no contracting with, or awards made to, parties that are suspended or debarred pursuant to federal regulations. A suspension/disbarment clause must be included in all written contracts in which, (1) the vendor must certify that it is not suspended or debarred, and (2) the vendor must promise to notify the City if it/they become suspended or debarred. The City must evaluate the recipient's risk of noncompliance in accordance with 2 CFR 200.213.

§ 104-12. Professional services.

[Added 3-19-2024]

Professional services are defined in New York case law and Comptroller opinions. Generally, professional services require specialized or technical skills or expertise, training, licensing or certifications, exercise of judgment or discretion, a high degree of creativity and/or a relationship of personal trust and confidence. Examples of professional services include, but are not limited to, those provided by physicians, nurses, therapists, engineers, surveyors, attorneys, artists, designers, photographers, publicity agents, laboratories, and insurance or financial service firms. Procurement of professional services does not require competitive bidding as long as there is an inextricable integration of scientific and technical skills.




**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: January 2, 2026
 Index No: 5-26


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.

Signed by:

 A32FFFA1D763A4ED

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

 063B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution to Re-Adopt the Fund Balance Policy for 2026

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and re-adopts the attached Fund Balance Policy for 2026.

Prepared by:
 Leonora Liz, Treasurer

Attachments:

1.	Fund Balance Policy
----	---------------------

DATE OF ADOPTION:



CITY OF
Middletown
— NEW YORK —

FUND BALANCE POLICY

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I. Purpose

City of Middletown, NY (the “City”) recognizes the significance of sound financial management and establishes this Fund Balance Policy for the General, Water and Sewer Fund to:

- ❖ Ensure financial stability and resilience against economic fluctuations.
- ❖ Maintain sufficient reserves for emergencies and unforeseen circumstances.
- ❖ Establish guidelines for prudent use of available funds while meeting community needs.
- ❖ Provide transparency in financial reporting to stakeholders.
- ❖ Protect the City’s credit worthiness and provide adequate cash flow needs.
- ❖ Protect the City against reducing service levels or raising of taxes due to temporary revenue shortfall, one-time expenditure, emergency and disasters.

The Office of NYS Comptroller recommends local governments establish a policy to maintain reasonable levels of unexpended surplus funds and other principle funds to hedge against unanticipated expenditures and/or revenue shortfalls.

II. Definitions

Fund Balance is the total accumulation of operating surpluses and deficits since the beginning of a local government’s existence. The fund balance shall be categorized as follows in accordance with GASB principle 54:

Nonspendable:

Amounts that cannot be spent in the current period either because of their form or because they must be maintained intact. *Classification: prepaid items, inventory*

Restricted:

Amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors or law and regulation of other governments or through constitutional provisional or enabling legislation. *Classifications: Capital Reserves, Tax Stabilization Reserves, Debt Reserves, Insurance Reserves, and other reserves allowed by State statutes.*

Committed:

Amounts that are subject to purpose constraints imposed by a formal action of the government’s highest level of decision – making authority (the Common Council) before the end of the year. The same level of formal action is required to remove the constraints. *Classification: The Office of State Comptroller recommends most local governments do not have committed funds due to reserves.*

Assigned:

Amounts that are subject to a purpose constrained that represents an intended use established by the government’s highest level of decision-making authority or by its designated body or official. The purpose of the assigned fund balance represents the residual amount of fund balance. *Classification: The Office of State Comptroller states that resolutions, ordinance, and*

local laws constitute a constraint of resources and will result in an assignment of resources. Encumbrances will typically be considered an assignment of fund balance.

Unassigned:

Represents the residual amount of fund balance in the General Fund. Use is least constrained in this category. In funds other than General Fund, this classification should only be used to report deficit balances. *Classification: all other unassigned fund balances.*

III. Target Levels for Unassigned Fund Balance

The City recommends to maintain an unassigned fund balances at levels consistent with:

5% -20% of the prior year expenditure made from General, Water and Sewer fund.

The City Treasurer shall annually calculate and verify the compliance with this policy. The formula to calculate the fund balance will be as follows:

- ❖ The audited balance available in the unassigned fund balance of the most recent fiscal year, divided by the total expenditures.

Surplus: In the event the unassigned fund balance exceeds the maximum requirement, the excess may be used for any lawful purpose approved by the Common Council.

Deficit: In the event the unassigned fund balance falls below minimum requirement of 5%, the City Treasurer shall prepare and submit a plan to restore balance to minimum target levels in the next budget year.

IV. Use and Allocation

Criteria for Utilization:

- ❖ **Unrestricted Unassigned Fund Balance:** Available for unforeseen expenditures, one-time expense emergencies, offsetting economic downturn, covering an unanticipated or excess shortfall in revenues or spike in expenses or other lawful purposes approved by the governing body.
- ❖ **Restricted, Committed, and Assigned Fund Balances:** Shall be used for their designated purposes only, as specified by legal or contractual obligations or governing body decisions.

V. Reserves

As financial circumstances may warrant, the City will look to establish funds including but not limited to, retirement contribution, contingencies, tax stabilization and capital; emergencies including repairs.

VI. Reporting and Compliance

Regular Reporting:

- ❖ Periodic reporting on fund balance status in financial statements and other relevant documents.
- ❖ Ensuring compliance with accounting standards, governmental regulations, and reporting requirements.
- ❖ Transparency in communicating fund balance status to stakeholders, including the governing body, citizens, auditors, and regulatory authorities.

VIII. Annual Review and Revision

- ❖ The fund balance policy shall be reviewed annually or more frequently if necessary, considering changes in financial conditions, legislative mandates, or organizational needs.
- ❖ This policy will be presented for review and adoption annually by the Common Council.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderwoman Wray
 Date of Adoption: January 2, 2026
 Index No: 6-26

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.

Signed by:

A32EFA4D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE495AF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Appointing 207A Officer

WHEREAS. for the purpose of both efficiency, and experience in administering General Municipal Law 207-a and 207-c claims, the Mayor recommends that the Common Council confirm the appoint and terms of said appointment of Marshall & Sterling and its representative Gregory Townsend to assist the City in managing, supervising and determining the eligibility of General Municipal Law 207-a and 207-c claims.

NOW, THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown, concurs with the recommendation of the Mayor to appoint Marshall & Sterling and

its representative Gregory Townsend to determine and or recommend to the City whether a firefighter is eligible to receive GML 207-a benefits in accordance with Appendix B, the Procedure of the Administration of Section 207-a of General Municipal Law for Paid Firefighters for the City of Middletown included in the collective bargaining agreement between the City of Middletown and the Middletown Professional Firefighters, Inc.; and

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, concurs with the recommendation of the Mayor to appoint Marshall & Sterling and its representative Gregory Townsend as the Claims Manager with the responsibility of administering the GML 207-c procedures for City Police officers in accordance with Article 29, General Municipal Law Section 207-c Procedure negotiated in the collective bargaining agreement between the City of Middletown and the City of Middletown Police Benevolent Association, Inc.; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Middletown determines that said appointment is effective January 1, 2026, and said appointment can be rescinded at any time by the Common Council.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Aldermwan, 2nd Ward Gomez
 Date of Adoption: January 2, 2026
 Index No: 7-26

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.


Signed by:

 A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

 953B38E496AF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution to Re-Adopt Rules of Decorum for City Meetings

Be it resolved that the Common Council of the City of Middletown hereby re-adopts the following rules of decorum for Common Council meetings and any other meeting bodies, as deemed necessary by the Chair or by majority vote of said body.

1. Seating and Movement.

A. All attendees of Common Council meetings must remain seated for the duration of the meeting.

B. Congregating along the walls or standing in the Council Chambers is prohibited. Doors and aisles must remain unobstructed at all times.

C. If no seat is available in the Chambers, attendees must remain in the hallway until a seat becomes available.

2. Signs. No signs of any kind will be permitted in the Council Chamber nor inside City Hall.

3. Public Comment Concerning Items on the Agenda or Directly Connected to City Business or Affairs.

A. Such public comment is permitted at the beginning of every Council meeting, upon the announcement of same by the Presiding Officer.

B. Each speaker must provide his/her name and address to the Council. Each speaker is allowed to speak for three (3) minutes only. The speaker must remain at the podium.

4. Public Comment Not Concerning Items on the Agenda or Directly Connected to City Business or Affairs.

A. Such public comment is permitted at the end of the first Council meeting each month, upon the announcement of same by the Presiding Officer. Such public comment is not permitted at any other Council meeting.

B. Such public comment is limited to thirty (30) minutes per meeting.

C. Each speaker must provide his/her name and address to the Council. Each speaker is allowed to speak for three (3) minutes only. The speaker must remain at the podium.

5. Disruptive Behavior.

A. No speaker may use obscenities, or issue threats that are not protected by the First Amendment.

B. No attendee may interrupt a speaker or member of the Council.

C. No speaker nor attendee may engage in any loud or disorderly behavior that disrupts the proceedings of the Council.

6. Presiding Officer Authority.

A. The Presiding Officer has the authority to enforce these Rules and to warn violators. Such warning should include informing the violator that if the violation persists, the violator may be removed from the meeting.

B. If after being warned, a person persists in the violation, the Presiding Officer may request the Middletown Police to remove such person from the meeting.

C. Upon such a request, the Middletown Police may request such person to leave. If the violator refuses this request, the Police have the authority to forcibly remove such person from the meeting.

D. The Police have the authority and the discretion to simply remove such person, or to arrest the person based upon violation of the City Code or New York Penal Law.

Prepared by:

Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Green
 Seconded by: Alderwoman Wray
 Date of Adoption: January 2, 2026
 Index No: 8-26

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.

Signed by:

A32EFA4D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

855836E49BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Re-Appointment of Maria Bruni as the Director of Economic & Community Development

WHEREAS, on November 18, 2025, the Common Council of the City of Middletown introduced Local Law No. 3 of 2025, entitled “*A Local Law Increasing the Term of Office of the Director of the Office of Economic and Community Development*”; and

WHEREAS, said Local Law was duly adopted by the Common Council on December 2, 2025; and

WHEREAS, a public hearing on Local Law No. 3 of 2025 was held on December 15, 2025, in accordance with law; and

WHEREAS, Local Law No. 3 of 2025 was signed into law by the Mayor of the City of Middletown on December 16, 2025; and

WHEREAS, Local Law No. 3 of 2025 was duly filed with the Secretary of State on December 29, 2025;

WHEREAS, pursuant to said Local Law, the term of office for the Director of the Office of Economic and Community Development is three (3) years; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown confirms the Mayor's re-appointment of Maria Bruni as **Director of the Office of Economic and Community Development** for a three-year term commencing January 1, 2026, and ending December 31, 2028.

Prepared by:
Joseph DeStefano, Mayor

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman Johnson
 Date of Adoption: January 2, 2026
 Index No: 9-26

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.

Signed by:

A32EFA1D769A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Reappointment of Joseph M. DeStefano, Andrew Britto, Anthony Cantoli, David Madden, Wayne Hawkins, Elizabeth Nemeth and Brian Seigerman to the Industrial Development Agency (IDA).

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of the following individuals to the Industrial Development Agency for a 1-year term expiring on December 31, 2026:

Joseph M. DeStefano
 Andrew Britto

Anthony Cantoli
David Madden
Wayne Hawkins
Elizabeth Nemeth
Brian Seigerman

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman, 4th Ward
Rodriguez
Seconded by: Alderman Jean-Francois
Date of Adoption: January 2, 2026
Index No: 10-26

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.

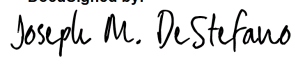
Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAE42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Re-Appointment of Peter Laskaris as City Historian

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Peter Laskaris as city historian, for a term expiring on December 31, 2026.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Aldermwan, 2nd Ward
Gomez
Seconded by: Alderman Green
Date of Adoption: January 2, 2026
Index No: 11-26

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.


Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

063B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Re-Appointment of Jerry Caliendo, Robert Metz, Sixto Martinez, and Mark Fellenzer to the Electrical Licensing Board

BE IT RESOLVED, that the Common Council of the City of Middletown confirms the Mayor's re-appointment of **Jerry Caliendo, Robert Metz, Sixto Martinez, and Mark Fellenzer** to the Electrical Licensing Board for the term commencing January 1, 2026, and ending December 31, 2026.

Prepared by:

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderman Witt
 Date of Adoption: January 2, 2026
 Index No: 12-26

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.

Signed by:

A32EFA1D763A4EB...

Richard P. McCormack
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Rodriguez	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray	X			
Ald. Gomez	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi				X
Pres. Rodrigues			X	
Total	7		1	1

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

063B3BE40BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Re-appointment of J. Miguel Rodrigues to the Police Commission

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of J. Miguel Rodrigues to the Police Commission for a 4-year term, expiring on December 31, 2029.

Prepared by:

Attachments:



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

THE FOLLOWING WAS PRESENTED

By: Alderman Jean-Francois
 Seconded by: Alderwoman Wray
 Date of Adoption: January 2, 2026
 Index No: 13-26

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.

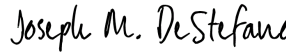
Signed by:

 A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

 953B3BE495AF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Reappoint of Maria Bruni and Gef Chumard to the Architectural Review Board

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Maria Bruni and Gef Chumard to the Architectural Review Board for a 3-year term, expiring on December 31, 2028.

Prepared by:

Attachments:



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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Alderman Green
 Date of Adoption: January 2, 2026
 Index No: 14-26

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.

Signed by:

A32EFA4D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAF42B

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Re-Appointment of Andrew Britto to the Planning Board

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Andrew Britto to the Planning Board for a 7-year term, expiring on December 31, 2032.

Prepared by:

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Green
 Seconded by: Alderwoman Wray
 Date of Adoption: January 2, 2026
 Index No: 15-26

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.

Signed by:

Richard P. McCormack
A32EFA1D763A4ED

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

Joseph M. DeStefano
953B3BE49BAF42B

1/5/2026

Joseph M. DeStefano, Mayor

Date

Resolution Confirming the Mayor's Re-Appointment of Kathleen Flessa to the Board of Assessment Review

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Kathleen Flessa to the Board of Assessment Review for a term expiring on September 30, 2030.

Prepared by:

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Aldermwan, 2nd Ward
Gomez
Seconded by: Alderman Green
Date of Adoption: January 2, 2026
Index No: 16-26

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.

Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAE42B

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Re-appointment of Jim Burtis to the Zoning Board of Appeals

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Jim Burtis to the Zoning Board of Appeals to a 5-year term, expiring on December 31, 2031.

Prepared by:

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman, 4th Ward Rodriguez
 Date of Adoption: January 2, 2026
 Index No: 17-26

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.

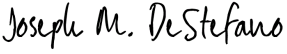
Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

063B3BE49BAF42B...

1/5/2026

Joseph M. DeStefano, Mayor

Date

Resolution Confirming the Mayor's Reappointment of Richard Croughan as Assistant Corporation Counsel

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Richard Croughan to serve as Assistant Corporation Counsel for a term expiring on December 31, 2026.

Prepared by:

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Aldermwan, 2nd Ward Gomez
 Date of Adoption: January 2, 2026
 Index No: 18-26

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.


Signed by:

A32EEA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Confirming the Mayor's Reappointment of Alex Smith as Corporation Counsel

BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Alex Smith to serve as Corporation Counsel for a term expiring on December 31, 2028.

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: January 2, 2026
 Index No: 19-26

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.

Signed by:

A32EFA1D763A4ED

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

963B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Authorizing a Salary Schedule for Non-Union Employees for 2026

Prepared by:

Attachments:

1.	Letter from Mayor Regarding Non Union Salary Schedule
2.	Non Union Salary Schedule 2026

Joseph M. DeStefano
Mayor



Tel 845-346-4100
Fax 845-343-7439
mayor@middletownny.gov

City of Middletown

16 James Street, Middletown, New York 10940
Established 1888

December 31, 2025

President Rodrigues and Members of the Common Council
16 James St.
Middletown, New York 10940

President Rodrigues and Honorable Members of the Common Council,

Pursuant to the request of the Board of Estimate, I am transmitting for your review and consideration a proposed salary schedule for Department Heads and non-union full-time employees.

This proposal is the result of an extensive and deliberate review process. It incorporates a three-year performance and responsibility review of each individual employee, which has already been previously forwarded to both the Common Council and the affected employees. Department Head reviews were conducted directly by the mayor, while reviews of subordinate non-union employees were completed by their respective Department Heads. All reviews are available for inspection by members of the Common Council upon request.

In addition to the proposed salary schedule, this submission includes a couple recommended organizational adjustments intended to improve efficiency and service delivery. Specifically, Parks Department functions would be shifted to the Department of Public Works, and Senior Director responsibilities would be aligned with the Recreation Department with the current Director being reclassified, maintaining their salary at its current level. This position would report to the Superintendent of Recreation. This consolidation is designed to streamline operations, address some administrative glitches, eliminate duplication, and improve coordination across departments.

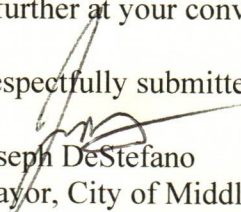
These changes will result in long-term cost savings to the city, will not result in any layoffs, and are expected to enhance the level of service provided to our residents.

It is also important to note that for several years, Department Heads and non-union personnel have received salary increases that were below those negotiated in union contracts, with only limited exceptions. In order to remain competitive, retain qualified professionals, and appropriately reward the high-quality work being performed by our staff, it is necessary to periodically recalibrate compensation—while remaining mindful of our responsibility to residents and taxpayers. I appreciate the feedback received while preparing my recommendations.

This proposal reflects a careful balance between fiscal responsibility and the need to attract, retain, and motivate effective leadership and professional staff within City government.

I appreciate the Council's thoughtful consideration of this matter and look forward to discussing it further at your convenience.

Respectfully submitted,


Joseph DeStefano
Mayor, City of Middletown



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

THE FOLLOWING WAS PRESENTED

By: Alderman, 4th Ward
Rodriguez
Seconded by: Alderman Jean-Francois
Date of Adoption: January 2, 2026
Index No: 20-26

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.


Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

969B3BE49DAF42B...

Joseph M. DeStefano, Mayor

1/5/2026

Date

Resolution Re-Authorizing a Orange and Rockland Easement for 7 King Street

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, reauthorizes an easement, for Orange and Rockland for 7 King Street.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, reauthorizes the Mayor to sign the agreement.

Prepared by:

Attachments:

1.	middletowneasementresolution2_20210322_115732
2.	Scan2026-01-02_132931

RESOLUTION

WHEREAS, the City intends to seek proposals to sell 7 King Street, and

WHEREAS, two contiguous lots, 28 North Street and 30 North Street, do not have the ability to acquire new electric service from Orange & Rockland because their only exterior wall frontage abuts North Street, and

WHEREAS, the northern exterior wall of 7 King Street is a suitable location to emplace electric meters and running the wires through the basement of 7 King Street should not cause any problems for future owners.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that the Mayor is hereby authorized to execute and record the attached easement.

EASEMENT

This Easement Indenture is made the ____ day of _____, 2021, by the City of Middletown (“City”), a municipal corporation with its place of business at 16 James Street, Middletown, New York 10940.

WHEREAS, the City owns certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 31, Block 8, Lot 15, with a street address of 7 King Street, Middletown, New York 10940 (“City Premises”), being the same land and premises described in a deed from the City of Middletown to the City of Middletown and recorded in the Orange County Clerk’s Office on August 31, 2020 in Book 14795 at Page 986, which is attached hereto and made a part hereof, see Exhibit “A” and

WHEREAS, King North LLC owns certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 31, Block 8, Lot 13, with a street address of 28 North Street, Middletown, New York 10940 (“King Premises”), being the same land and premises described in a deed from City of Middletown to King North LLC and recorded in the Orange County Clerk’s Office on December 28, 2017 in Book 14340 at Page 1265, which is attached hereto and made a part hereof, see Exhibit “B” and

WHEREAS, Lianhao Ding owns certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of

Middletown Tax Map as Section 31, Block 8, Lot 12, with a street address of 30 North Street, Middletown, New York 10940 (“Ding Premises”), being the same land and premises described in a deed from Sweet Air Investment Inc. to Lianhao Ding and recorded in the Orange County Clerk’s Office on April 28, 2016 in Book 14043 at Page 891, which is attached hereto and made a part hereof, see Exhibit “C” and

WHEREAS, the City now intends to seek proposals to sell the City Premises, and

WHEREAS, both the King Premises and the Ding Premises are contiguous to the City Premises, and

WHEREAS, both the King Premises and the Ding Premises have only one exterior wall, and such wall faces/abuts North Street, and

WHEREAS, as a consequence, both the King Premises and the Ding Premises lack the ability to acquire new electric service from Orange & Rockland Utilities since Orange & Rockland will not allow an electric meter to be installed or emplaced on an exterior wall facing/abutting a public street, and

WHEREAS, the City is encouraging development in the downtown area.

NOW, THEREFORE, for good and valuable consideration, the City of Middletown does hereby grant, convey and release the following permanent easement to the King Premises and to the Ding Premises, their heirs, successors and assigns, described as follows: the King Premises and the Ding Premises shall be afforded the permanent right and ability to each emplace/install an electric

2026

On the 5.00 day of January, ~~2021~~, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph M. DeStefano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

Signed by:



A32EFA1D763A4ED...

Notary Public

EXHIBIT A

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY

C1. SWIS Code 33,090,0
C2. Date Deed Recorded 8/31/2020
C3. Book 147,95 C4. Page 986



New York State Department of Taxation and Finance
Office of Real Property Tax Services
RP- 5217-PDF
Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location 7 King Street
Middletown 10940
2. Buyer Name City of Middletown
3. Tax Billing Address
4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel
5. Deed Property Size 18 X 87 OR 0.00
6. Seller Name City of Middletown

*7. Select the description which most accurately describes the use of the property at the time of sale:

F. Commercial

Check the boxes below as they apply:
8. Ownership Type is Condominium
9. New Construction on a Vacant Land
10A. Property Located within an Agricultural District
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date
12. Date of Sale/Transfer 8/11/2020
13. Full Sale Price \$244,100.00
14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:
A. Sale Between Relatives or Former Relatives
B. Sale between Related Companies or Partners in Business
C. One of the Buyers is also a Seller
D. Buyer or Seller is Government Agency or Lending Institution
E. Deed Type not Warranty or Bargain and Sale (Specify Below)
F. Sale of Fractional or Less than Fee Interest (Specify Below)
G. Significant Change in Property Between Taxable Status and Sale Dates
H. Sale of Business is Included in Sale Price
I. Other Unusual Factors Affecting Sale Price (Specify Below)
J. None

Comment(s) on Condition:
Quitclaim Deed associated with Tax Sale

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 20
17. Total Assessed Value 15,500
18. Property Class 481
19. School District Name Middletown SD
20. Tax Map Identifier(s)/Roll Identifier(s) (if more than four, attach sheet with additional identifier(s))
31-8-15

CERTIFICATION

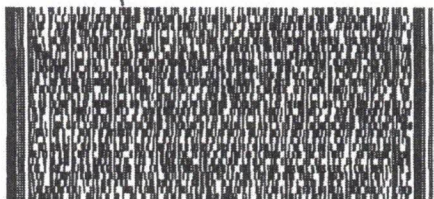
I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE
City of Middletown
BY: Joseph M. DeStefano, Mayor DATE 08-11-2020
BUYER SIGNATURE
City of Middletown
BY: Joseph M. DeStefano, Mayor DATE 08-11-2020

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, soleily, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

City of Middletown
845 3464140
16 James Street
Middletown NY 10940
BUYER'S ATTORNEY
Smith Alex
845 3464140





ORANGE COUNTY - STATE OF NEW YORK
ANN G. RABBITT, COUNTY CLERK
255 MAIN STREET
GOSHEN, NEW YORK 10924

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 14795 / 986
INSTRUMENT #: 20200045380

Receipt#: 2806413
Clerk: JM
Rec Date: 08/31/2020 04:18:49 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 3
Rec'd Frm: MIDDLETOWN CORP COUNSEL (43)

Party1: MIDDLETOWN CITY
Party2: MIDDLETOWN CITY
Town: MIDDLETOWN (CITY)
31-8-15

Recording:
Recording Fee 35.00
Cultural Ed 14.25
Records Management - Coun 1.00
Records Management - Stat 4.75
TP584 5.00
RP5217 All others - State 241.00
RP5217 - County 9.00

Sub Total: 310.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 310.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 829
Commercial Transfer Tax
Consideration: 0.00

Total: 0.00

Payment Type: Check ___
Cash ___
Charge ___
No Fee ___

Comment: _____

ORANGE COUNTY OFFICE OF REAL PROPERTY
SAME AS 31-8-15 DATE 9/23/20
SEE REVISION SHEET _____ TECH MEM
OTHER _____

Ann G. Rabbitt
Orange County Clerk

Record and Return To:

MIDDLETOWN CITY
CORPORATION COUNSEL
16 JAMES ST
MIDDLETOWN, NY 10940

City of Middletown Tax Map No.: Section 31, Block 8, Lot 15

QUITCLAIM DEED

THIS INDENTURE, made this 11th day of August, 2020, between the **CITY OF MIDDLETOWN**, a municipal corporation, having its principal place of business at 16 James Street, Middletown, New York 10940, party of the first part, and **CITY OF MIDDLETOWN**, a municipal corporation, having its principal place of business at 16 James Street, Middletown, New York 10940, party of the second part.

WITNESSETH

Whereas, by virtue of and pursuant to Title V of the Charter of the City of Middletown, New York, unpaid taxes, assessments and/or liens owed to the City of Middletown were levied upon property shown on the tax map of the City of Middletown as Section 31, Block 8, Lot 15, and also known as 7 King Street in the City of Middletown, which property is owned by Carmine Arrotta and Maria G. Arrotta pursuant to a deed dated July 1, 1976, from Market Forecasting Publications, Inc., which deed was recorded in the Orange County Clerk's Office on July 2, 1976 in Liber 2039 of Deeds at page 1003; and

Whereas, such unpaid taxes, assessments and/or liens are as follows:

City, County, School Tax
and/or Water Sewer Rents
Totaling \$51,244.13 plus interest and penalties,

Whereas, pursuant to Section 83 of the Charter of the City of Middletown, the redemption period for such unpaid taxes, assessments and/or liens expired July 31, 2020, and such unpaid taxes, assessments and/or liens remain unpaid as of the date first set forth above; and

Whereas, pursuant to Section 93 of the Charter of the City of Middletown, and at least one hundred twenty (120) days prior to the expiration of the redemption period, all owners of the aforesaid property were given at least thirty (30) days' notice by certified mail, return receipt requested and by regular first class mail that the City of Middletown would conduct a title search of the aforesaid property; and

Whereas, pursuant to Section 93 of the Charter of the City of Middletown, all owners of the aforesaid property and all mortgagees and/or lessees and any assignees of either whose mortgages and/or leases have been recorded in the Orange County Clerk's Office were given at least sixty (60) days' notice by certified mail, return receipt requested and by regular first class mail that the City of Middletown would be conveying the aforesaid property to the City of Middletown; and

Whereas, pursuant to Section 93 of the Charter of the City of Middletown, the aforesaid property was posted with notice of such conveyance at least thirty (30) days prior to such conveyance.

Now, therefore, by reason of the expiration of the redemption period for the unpaid taxes, assessments and/or liens levied against the aforesaid property as of July 31, 2020, and in accordance with Title V of the Charter of the City of Middletown and statutes in such cases made and provided, the party of the first part by these presents does remise, release and quitclaim unto the party of the second part, its heirs, successors and assigns, all the right, title and interest of the aforesaid Carmine Arrotta and Maria G. Arrotta, in and to the following premises, to wit:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Middletown, County of Orange, State of New York and more accurately bounded and described as follows:

All that lot or parcel of land situate, lying and being in the City of Middletown, Orange County, New York, known as 7 King Street in said City and described on the Tax Map of said City as follows: Section 31, Block 8, Lot 15.

Being and intended to be the same premises conveyed to Carmine Arrotta and Maria G. Arrotta by a deed, dated July 1, 1976, which deed was recorded in the Orange County Clerk's Office on July 2, 1976 in Liber 2039 of Deeds at page 1003.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, to have and to hold the above described premises with appurtenances thereunto belonging in and to the party of the second part, its heirs, successors and assigns forever as fully and absolutely as it, the party of the first part, can, may or might convey or dispose of by virtue of the said Charter of the City of Middletown and statutes in such cases made and provided, subject to whatever state of facts an accurate survey and title search may show, subject to Federal and New York State Tax Liens, if any, and subject to covenants, restrictions, easements, rights of way and agreements of record, if any, with respect to the aforesaid property.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed on the day and year first above written.

IN PRESENCE OF

CITY OF MIDDLETOWN

BY: JOSEPH M. DeSTEFANO, MAYOR

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

On the 11 day of August, 2020 before me, the undersigned, a notary public in and for said state, personally appeared **JOSEPH M. DeSTEFANO**, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANNA AGUIRRE
NOTARY PUBLIC STATE OF NEW YORK
No. 01AG6190805
Qualified in Orange County
My Commission Expires August 04, 2024


Notary Public

Arrotta:
Middletown City
Corp Counsel
10 James Street
Middletown, NY 10940

EXHIBIT B

FOR COUNTY USE ONLY

C1. SWIS Code

3,309,000

C2. Date Deed Recorded

12/28/2017

C3. Book

143,400

C4. Page

1265



New York State Department of Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location

28

North Street

Middletown

10940

2. Buyer Name

King North LLC

3. Tax Billing Address

Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)

King North LLC

7 Hoover Drive

Middletown

NY

10940

4. Indicate the number of Assessment Roll parcels transferred on the deed

1 # of Parcels

OR

Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

5. Deed Property Size

23

X

100

OR

0.00

4B. Subdivision Approval was Required for Transfer

4C. Parcel Approved for Subdivision with Map Provided

6. Seller Name

City of Middletown

*7. Select the description which most accurately describes the use of the property at the time of sale:

F. Commercial

Check the boxes below as they apply:

8. Ownership Type is Condominium

9. New Construction on a Vacant Land

10A. Property Located within an Agricultural District

10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date

12/20/2017

* 12. Date of Sale/Transfer

12/27/2017

*13. Full Sale Price

125,000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

- A. Sale Between Relatives or Former Relatives
B. Sale between Related Companies or Partners in Business.
C. One of the Buyers is also a Seller
D. Buyer or Seller is Government Agency or Lending Institution
E. Deed Type not Warranty or Bargain and Sale (Specify Below)
F. Sale of Fractional or Less than Fee Interest (Specify Below)
G. Significant Change in Property Between Taxable Status and Sale Dates
H. Sale of Business is Included in Sale Price
I. Other Unusual Factors Affecting Sale Price (Specify Below)
J. None

Comment(s) on Condition:

14. Indicate the value of personal property included in the sale

0.00

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 17

*17. Total Assessed Value

35,900

*18. Property Class 481

*19. School District Name

Middletown City SD

*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

31-8-13

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

BUYER CONTACT INFORMATION

CITY OF MIDDLETOWN

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

SELLER SIGNATURE BY JOSEPH M. DESTEFANO, Mayor

DATE 12/27/17

BUYER SIGNATURE

King North LLC

* LAST NAME

FIRST NAME

KING NORTH LLC



ORANGE COUNTY - STATE OF NEW YORK
ANN G. RABBITT, COUNTY CLERK
255 MAIN STREET
GOSHEN, NEW YORK 10924

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 14340 / 1265
INSTRUMENT #: 20170092650

Receipt#: 2427176
Clerk: KS
Rec Date: 12/28/2017 11:56:33 AM
Doc Grp: D
Descrip: DEED
Num Pgs: 4
Rec'd Frm: ASSURANCE ABSTRACT & TITLE SERVICES LLC

Party1: MIDDLETOWN CITY
Party2: KING NORTH LLC
Town: MIDDLETOWN (CITY)
31-8-13

Recording:

Recording Fee	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 All others - State	241.00
RP5217 - County	9.00

Sub Total: 315.00

Transfer Tax	
Transfer Tax - State	500.00

Sub Total: 500.00

Total: 815.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 5120
Commercial Transfer Tax
Consideration: 125000.00

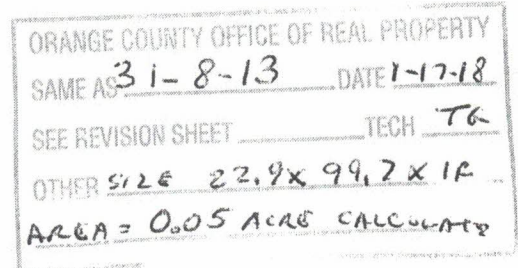
Transfer Tax - State 500.00

Total: 500.00

Payment Type: Check ___
Cash ___
Charge ___
No Fee ___

Comment: _____

Ann G. Rabbitt
Orange County Clerk



Record and Return To:

ASSURANCE ABSTRACT & TITLE SERVICES
9 BERT CRAWFORD ROAD, STE 104
MIDDLETOWN, NY 10940-4747

16-AAT-2660

SECTION 31 BLOCK 8 LOT 13

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE, made this 27th day of December, 2017, between the City of Middletown a municipal corporation, having its principal place of business at 16 James Street, Middletown, New York 10940, party of the first part, and King North LLC, a New York limited liability company, with a principal office located at 7 Hoover Drive, Middletown, New York 10940, party of the second part,

WITNESSETH, that the party of the first part, in consideration of one and no/100 dollar (\$1.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs, successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Middletown, County of Orange and the State of New York, shown on the tax map of the City of Middletown as Section 31 Block 8 Lot 13, with a street address of 28 North Street, Middletown, New York 10940. The property is also described in the attached Schedule A.

Being and intended to be the premises described in a tax sale deed dated January 16, 2015 from the City of Middletown to the City of Middletown, issued pursuant to the Charter of the City of Middletown and recorded on March 16, 2015 in the Orange County Clerk's Office in Liber 13861 page 980.

SUBJECT to rights as in Liber 1948 page 862 and Liber 2039 page 1003; agreement in Liber 2050 page 345; and any other grants, agreements, rights of way, covenants, conditions, restrictions, declarations, notes on filed maps, reservations and easements of record, if any, and any state of facts an accurate survey might show.

This conveyance has been approved by duly adopted resolution of the Common Council of the party of the first part on September 5, 2017.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part, if any, in and to said premises.

TO HAVE AND TO HOLD the premises herein granted and released unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants

31-8-13

Assurance Abstract & Title Services LLC

SCHEDULE A

Section 31 Block 8 Lot 13

ALL those tracts or parcel of land, situate in the city of Middletown, Orange County, New York as follows:

The premises known on the Tabulated Assessment Roll of the City of Middletown, New York as No. 28 North Street, and bounded and described as follows: BEGINNING at a point in the northwesterly line of North Street, said point being in range with the northeasterly face of the northeast wall of the masonry building owned by the First Federal Savings & Loan Association of Middletown, said point being the southwesterly front corner of the lot recorded in the Orange County Clerk's Office in Book 672 at Page 559, and runs thence along the northeasterly face of the wall of the First Federal Savings & Loan Association building, N. 67 degrees 52 minutes W. 99.55 ft. to a point in the southeasterly face of the southeast wall of the brick building of the lot assessed as No. 7 King Street, thence along said southeast of the wall N. 22 degrees 23 minutes E. 23.44 ft. to a point in the center of the brick wall dividing the property of No. 28 and No. 30 North Street, and running thence along the center of said party wall S. 67 degrees 33 minutes E 99.75 ft. to a point in the northwesterly line of North St., thence along same S. 22 degrees 55 minutes W 22.90 ft. to the point and place of beginning.

TOGETHER with all the right, title and interest of the party of the first part in and to the party wall between No. 28 and No. 30 North Street.

Premises known as 28 North Street, Middletown, NY 10940

Borrower: Mona Lee
Property Address: 28 North Street
Tax Map No: 31-8-13

File No: 16-AAT-2660
County: Orange
Town/City/Village: Middletown

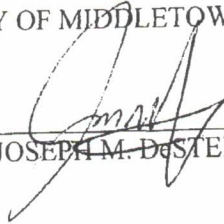
that the party of the first part will receive the consideration of this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements, if any, to the premises and will apply the same first to the payment of the cost of the improvements, if any, to the premises before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part and the party of the second part have duly executed this deed on the day and year first above written.


IN PRESENCE OF

CITY OF MIDDLETOWN


By: JOSEPH M. DeSTEFANO, MAYOR

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

On the 27th day of December, 2017, before me, the undersigned, a notary public in and for said state, personally appeared JOSEPH M. DeSTEFANO, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Record and return:

ASSURANCE ABSTRACT & TITLE
9 Berl Crawford Road, Suite 104
Middletown, NY 10940


 **RICHARD J. GUERTIN**
NOTARY PUBLIC
State of New York
Residing in Orange County
My Commission Exp. June 30, 2019

EXHIBIT C

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY

C1. SWIS Code

330900

C2. Date Deed Recorded

4/28/16

C3. Book

14043

C4. Page

00891



New York State Department of Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location 30, 32-34 North Street

Middletown 10940

2. Buyer Name Ding Lianhao

3. Tax Billing Address

STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 2 # of Parcels OR Part of a Parcel

5. Deed Property Size 53 X 175 OR 0.00

6. Seller Name Sweet Air Investment, Inc aka Sweet Air Investments, Inc

7. Select the description which most accurately describes the use of the property at the time of sale:

F. Commercial

SALE INFORMATION

11. Sale Contract Date 03/23/2016

* 12. Date of Sale/Transfer 04/27/2016

*13. Full Sale Price 220,000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale .00 Bargain and Sale Deed

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 16

*18. Property Class 481

*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))

31-8-11 31-8-12

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

Joseph J. Stovick Sr. Vice President Sweet Air Investment, Inc. DATE 4-26-16

BUYER SIGNATURE

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Ding Lianhao



ORANGE COUNTY - STATE OF NEW YORK
ANN G. RABBITT, COUNTY CLERK
255 MAIN STREET
GOSHEN, NEW YORK 10924

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 14043 / 891
INSTRUMENT #: 20160026564

Receipt#: 2118794
Clerk: KP
Rec Date: 04/28/2016 02:18:12 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 4
Rec'd Frm: ASSURANCE ABSTRACT & TITLE SERVICES LLC

Party1: SWEET AIR INVESTMENT INC
Party2: DING LIANHAO
Town: MIDDLETOWN (CITY)
31-8-11

Payment Type: Check ___
Cash ___
Charge ___
No Fee ___

Comment: _____

Ann G. Rabbitt
Orange County Clerk

Recording:

Recording Fee 40.00
Cultural Ed 14.25
Records Management - Coun 1.00
Records Management - Stat 4.75
TP584 5.00
RP5217 All others - State 241.00
RP5217 - County 9.00

Sub Total: 315.00

Transfer Tax
Transfer Tax - State 880.00

Sub Total: 880.00

Total: 1195.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 7324
Commercial Transfer Tax
Consideration: 220000.00

Transfer Tax - State 880.00

Total: 880.00

ORANGE COUNTY OFFICE OF REAL PROPERTY
SAME AS 31-8-11 DATE 5-11-16
SEE REVISION SHEET _____ TECH TG
OTHER _____

ORANGE COUNTY OFFICE OF REAL PROPERTY
SAME AS 31-8-12 DATE 5-11-16
SEE REVISION SHEET _____ TECH TG
OTHER _____

Record and Return To:

TNIA FFASSNACHT
275 ROUTE 17K SUITE 120
NEWBURGH, NY 12550

16-AAA-2550

— Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 26th day of April, in the year 2016
aka Sweet Air Investments, INC.

BETWEEN SWEET AIR INVESTMENT, INC., having an address c/o Eastern Savings Bank, fsb, 11350 McCormick Road, Hunt Valley, Maryland 21031.

party of the first part, and

LIANHAO DING, an individual having an address of 143-40 Oak Avenue, Flushing, NY 11355

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

\$10.00 dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Middletown, County of Orange and State of New York, as more particularly described on Schedule "A" annexed hereto and made a part hereof.

Premises located at 32-34 North Street, Middletown, NY 10940 and designated as Section: 31, Block:8, Lot: 11 as shown on the Tax Map ("Parcel I") and the premises located at 30 North Street, Middletown, NY 10940 and designated as Section: 31, Block: 8, Lot: 12 as shown on the Tax Map ("Parcel II").

31-8-11-12

BEING AND INTENDED Parcel I to be the same premises as conveyed to the party of the first part by a Referee's Deed from Leonard Kessler, Esq., Referee, dated as of December 12, 2011 and recorded on January 25, 2012 in the Office of the Orange County Clerk in Liber: 13278, Page: 1630; and Parcel II being and intended to be the same premises as conveyed to the party of the first part by a Referee's Deed from Leonard Kessler, Esq., Referee dated as of December 12, 2011 and recorded on January 25, 2012 in the Office of the Orange County Clerk in Liber: 13278, Page: 1636.

This sale does not constitute a sale of all or substantially all of the assets of the Grantor

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Coral Hanel

Joseph J. Slaurick III, SVP
Sweet Air Investment, Inc. *
By: Joseph J. Slaurick III, SVP

ap

* aka Sweet Air Investments, Inc

Assurance Abstract & Title Services LLC

SCHEDULE A

Section 31 Block 8 Lot 11

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Middletown, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point along the westerly side of North Street at the dividing line between Lots 11 & 12;

RUNNING THENCE along said dividing line North 67 degrees 12 minutes 22 seconds West, 76.29 feet and continuing North 67 degrees 30 minutes 42 seconds West, 23.71 feet to a point along the lands now or formerly of Carmine P. Arrotta and Maria G. Arrotta;

THENCE North 22 degrees 46 minutes 12 seconds East, 28.91 feet to a point at the face of a building;

THENCE along the lands now or formerly of Rehoboth Christian Center, Inc., South 67 degrees 30 minutes 42 seconds East, 23.70 feet and continuing South 66 degrees 51 minutes 58 seconds East, 76.30 feet;

THENCE along the westerly side of North Street, South 22 degrees 45 minutes 33 seconds West, 28.46 feet to the point or place of BEGINNING.

Premises known as 32-34 North Street, Middletown, NY 10940

Section 31 Block 8 Lot 12

ALL that certain plot, piece or parcel of land, situated, lying and being in the City of Middletown, County of Orange and State York, bounded and described as follows:

BEGINNING at a point at the extreme northeast corner of the lands now or formerly of Carmine P. Arrotta and Maria G. Arrotta;

RUNNING THENCE North 67 degrees 12 minutes 22 seconds West, 99.05 feet;

THENCE North 22 degrees 10 minutes 16 seconds East along the easterly side of lands now or formerly of Carmine P. Arrotta and Maria G. Arrotta, 23.99 feet;

THENCE South 67 degrees 12 minutes 22 seconds East along the lands now or formerly of Guiseppe Arrotta, 76.29 feet;

THENCE South 23 degrees 11 minutes 38 seconds West, 24.07 feet to the point or place of BEGINNING.

Premises known as 30 North Street, Middletown, NY 10940

Borrower: Laihao Ding
Property Address: 32-34 North Street & 30 North Street
Tax Map No: 31-8-11 and 12

File No: 16-AAT-2550
County: Orange
Town/City/Village: Middletown

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of

, ss:

On the day of in the year , before me, the undersigned, personally appeared

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Bargain and Sale Deed With Covenants

Title No.

SWEET AIR INVESTMENT, INC.

TO LIANHAO DING



ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, personally appeared

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of Maryland, County of Baltimore, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the 14th day of April in the year 2016, before me the undersigned personally appeared Joseph S. Slavick Jr. Vice president

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the City of Hunt Valley and the State of Maryland.

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

Elvie A. Hermann



SECTION: 31

BLOCK: 8

LOT: 11 & 12

COUNTY OR TOWN: ORANGE COUNTY

RETURN BY MAIL TO:

Tina M. Fassnacht, Esq. Law Office of Tina Fassnacht 275 Route 17K, Suite 120 Newburgh, NY 12550

Joseph M. DeStefano
Mayor



Tel 845-346-4100
Fax 845-343-7439
mayor@middletownny.gov

City of Middletown

16 James Street, Middletown, New York 10940
Established 1888

December 31, 2025

President Rodrigues and Members of the Common Council
16 James St.
Middletown, New York 10940

President Rodrigues and Honorable Members of the Common Council,

Pursuant to the request of the Board of Estimate, I am transmitting for your review and consideration a proposed salary schedule for Department Heads and non-union full-time employees.

This proposal is the result of an extensive and deliberate review process. It incorporates a three-year performance and responsibility review of each individual employee, which has already been previously forwarded to both the Common Council and the affected employees. Department Head reviews were conducted directly by the mayor, while reviews of subordinate non-union employees were completed by their respective Department Heads. All reviews are available for inspection by members of the Common Council upon request.

In addition to the proposed salary schedule, this submission includes a couple recommended organizational adjustments intended to improve efficiency and service delivery. Specifically, Parks Department functions would be shifted to the Department of Public Works, and Senior Director responsibilities would be aligned with the Recreation Department with the current Director being reclassified, maintaining their salary at its current level. This position would report to the Superintendent of Recreation. This consolidation is designed to streamline operations, address some administrative glitches, eliminate duplication, and improve coordination across departments.

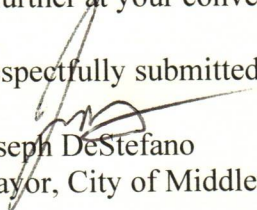
These changes will result in long-term cost savings to the city, will not result in any layoffs, and are expected to enhance the level of service provided to our residents.

It is also important to note that for several years, Department Heads and non-union personnel have received salary increases that were below those negotiated in union contracts, with only limited exceptions. In order to remain competitive, retain qualified professionals, and appropriately reward the high-quality work being performed by our staff, it is necessary to periodically recalibrate compensation—while remaining mindful of our responsibility to residents and taxpayers. I appreciate the feedback received while preparing my recommendations.

This proposal reflects a careful balance between fiscal responsibility and the need to attract, retain, and motivate effective leadership and professional staff within City government.

I appreciate the Council's thoughtful consideration of this matter and look forward to discussing it further at your convenience.

Respectfully submitted,


Joseph DeStefano
Mayor, City of Middletown



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderman Witt
 Date of Adoption: January 2, 2026
 Index No: 21-26

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.

Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BF49BAF42B

Joseph M. DeStefano, Mayor

1/5/2026

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:
 Leonora Liz, Treasurer

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 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 Minutes of December 9, 2025

Prepared by:

Attachments:

1.	12.09.25 CC Special Meeting Minutes
----	-------------------------------------



SPECIAL COMMON COUNCIL
MEETING CITY OF
MIDDLETOWN

December 9, 2025 Minutes
City Hall
16 James Street
Middletown, New York 10940

J. Miguel Rodrigues, President
Ald. Jude Jean-Francois (Absent)
Ald. Andrew Green
Ald. Paul Johnson (Absent)
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

City of Middletown, New York

Common Council Meeting

December 9, 2025

ALL: -- 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 Johnson? 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: Aye.

CLERK RICHARD MCCORMACK: Quorum is present.

PRESIDENT J. MIGUEL RODRIGUES: Remarks of the mayor?

MAYOR JOSEPH DESTEFANO: Say a few things. Yes, basically this meeting is to tie up some loose ends for the New Market Tax Credit closing that will be taken place on Friday. And there were some minor changes to some of the lease agreements.

We have some recap to the Capital Improvement Agreement. There's three of them total, and nothing substantial other than some clean-up work. But we need to have it passed today so that it can be in place for Friday's closing.

PRESIDENT J. MIGUEL RODRIGUES: Okay. Thank you. Any remarks from the council?

ALDERMAN SPARROW TOBIN: Nope.

PRESIDENT J. MIGUEL RODRIGUES: All right. New business?

CLERK RICHARD MCCORMACK: Good evening. We have a resolution sponsored by Alderman Kleiner authorizing an amended and restated lease

agreement with the Regional Economic Community
Action Program Inc., RECAP.

PRESIDENT J. MIGUEL RODRIGUES: Who's
it sponsored by?

CLERK RICHARD MCCORMACK: Kleiner.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Kleiner. Do I have a second? Alderman
Green. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: 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 an amended and Restated Agreement with the Regional Economic Community Action Program, Inc., RECAP.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: 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 Witt authorizing an assignment and assumption agreement with the Middletown O&W Local Development Corporation,

LDC.

PRESIDENT J. MIGUEL RODRIGUES:

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: 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 GERALD KLEINER: So moved.

(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 24, 2025



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
DECEMBER 9, 2025**

[IGNORE_INDENT]

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. REMARKS OF THE MAYOR
4. NEW BUSINESS
 - 336- Resolution Authorizing an Amended and Restated Lease Agreement with the
25 Regional Economic Community Action Program Inc. (RECAP)
 - 337- Resolution Authorizing an Amended and Restated Agreement with the Regional
25 Economic Community Action Program, Inc. (RECAP)
 - 338- Resolution Authorizing an Assignment and Assumption Agreement with the
25 Middletown O&W Local Development Corporation (LDC)
5. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
 Seconded by: Alderman Green
 Date of Adoption: December 9, 2025
 Index No: 336-25

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	7			2

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

12/10/25

Resolution Authorizing an Amended and Restated Lease Agreement with the Regional Economic Community Action Program Inc. (RECAP)

BE IT RESOLVED; that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment authorizes an amended and restated lease agreement with the Regional Economic Community Action Program Inc. (RECAP) to lease the O & W Building at 2 Low Avenue, Middletown, NY.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY concurs with the Board of Estimate and Apportionment authorizes the Mayor to sign the agreement, subject to minor changes to be reviewed by Corporation Counsel.

Prepared by:
 Maria Bruni, Director of Economic and Community Development

Attachments:

1.	Amended and Restated RECAP Lease
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AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (this "Lease") is entered into as of December [12], 2025, by and between the **CITY OF MIDDLETOWN**, a New York municipal corporation having a principal office at 16 James Street, Middletown, New York, 10940, together with its successors and assigns, hereinafter referred to as "Landlord," and **REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM INC.**, a New York non-profit domestic corporation having an address at 40 Smith Street, Middletown, New York, 10940, hereinafter referred to as "Tenant."

RECITALS

WHEREAS, Landlord and Tenant previously entered into that certain Lease Agreement dated September 26, 2025, whereby Landlord agreed to lease to Tenant and Tenant agreed to lease from Landlord the Ontario & Western railroad station (O&W Building) located at 2 Low Avenue, Middletown, New York, together with outdoor play space at same location, comprising a total of approximately 26,400 feet as shown on the site plan prepared by Fusco Engineering, entitled "FORMER O&W STATION REHABILITATION & RESTORATION", which is attached hereto as Exhibit A (the "Demised Premises"), and to be used as a Head Start program with additional child care provided by Tenant, for a term commencing after a Certificate of Occupancy is issued following the rehabilitation and development of the Demised Premises (the "Initial Lease"); and

WHEREAS, the Landlord and Tenant hereby amend and restate the Initial Lease in its entirety as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Letting of Premises.** The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord, the Demised Premises, commencing with and for the term described in Section 2 below.

2. **Term.** The Tenant shall be entitled to have and hold the Demised Premises with the appurtenances, rights, and privileges for a fifteen (15) year term (the "Initial Term") beginning with the first day after the month in which a Certificate of Occupancy is issued permitting occupancy of the Demised Premises (the "Commencement Date"), subject to renewal as described in Section 6 below. The Tenant has not used or occupied the Demised Premises and shall have no right to use or occupy the Demised Premises prior to the Commencement Date.

3. **Rent.** Annual rent for the Initial Term shall be \$22.00 per square foot, payable in advance in monthly installments on the first day of the month commencing on the Commencement Date and continuing each and every month thereafter for the Initial Term. Annual rent shall increase 2% each year of the Initial Term.

4. **Utility Charges and Assessments.** Tenant is responsible for separately metered electricity, heat, water, and sewer, the structural components of which will be maintained by the Landlord. Tenant is responsible for all other utilities, including, but not limited to, telephone, cable, and internet services.

5. **Security.** The parties have agreed that there shall be no security deposit.

6. **Renewal.** This Lease may, at the option of the Tenant, be renewed for a fifty-nine (59) month term beginning on the first day of the month following the expiration of the Initial Term, on the same terms and conditions as are specified herein, except that the rent shall be calculated annually based upon the current fair market rent value. This value shall be calculated annually by a professional appraiser agreed upon by the parties. The Tenant must give written notice to the Landlord of its intention to renew not later than one hundred eighty (180) days prior to the expiration of the Initial Term.

7. **Maintenance.**

- a. The Tenant must maintain the Demised Premises in a clean and orderly fashion at all times.
- b. The Tenant must provide for preventive pest control services in the Demised Premises.
- c. The Landlord shall maintain parking lots and public sidewalks, including snow removal and lighting. The Tenant is responsible to maintain any interior sidewalks.
- d. The Tenant shall maintain the outdoor play space.
- e. The Landlord shall install and maintain a non-chain link fence a minimum of 6 feet high along the railway side, the length of the property, for security.
- f. The Landlord shall provide landscaping and trash removal services.

8. **Repairs and Improvements.**

- a. The Landlord shall, prior to the Commencement Date, provide all renovations and improvements described in the document dated September 25, 2025, drafted by Fusco Engineering and Land Surveying DPC, entitled Former O&W Station Rehabilitation Project No. 21-088, attached hereto as Exhibit B.
- b. The Landlord shall take care of the Demised Premises, fixtures and appurtenances, and Landlord shall make all repairs necessary to put and keep the premises in good order and condition at its own cost and expense, except for those repairs incidental to the Tenant's day-to-day occupancy of the Demised Premises (including maintenance and upkeep of the operating systems). All damage or injury to the Demised Premises and to the fixtures, appurtenances and equipment thereof or to the building or to its fixtures, appurtenances and equipment which may be caused by the carelessness, omission, neglect, improper conduct, or other act of the Tenant or its employees, agents, or visitors (whether invited or uninvited) shall be repaired, restored, or replaced by the Tenant. Reasonable wear and tear shall

be excepted from the Tenant's obligation and responsibility to the condition of the Demised Premises.

- c. During the Term, the Tenant reserves the right to make minor alterations or installations, including but not limited to, installation of telephone and/or electrical outlets, erection or relocation of movable partitions, etc., subject to Landlord's confirmation that such alterations will comply with applicable approvals from and restrictions imposed by the National Park Service.
- d. The Tenant may make major improvements or alterations, provided that such improvements/alterations are (1) made with Landlord's consent (which the parties acknowledge and agree may be conditioned on approval from the National Park Service and Landlord's and its affiliates' lenders and other financing sources, including, without limitation, a historic tax credit investor), and (2) acceptance of the work by the Commissioner of Public Works. The costs of any such major improvements/alterations shall be borne by the Tenant.
- e. Any fixtures or equipment installed by the Landlord shall not be removed by the Tenant at any time unless the Landlord consents in writing.
- f. The Tenant shall at the end of the term quit and surrender the Demised Premises in as good of order and condition as when received, normal wear and tear and damage by the elements excepted.

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

10. **Landlord's Right of Entry.** The Tenant shall permit the Landlord (and Landlord's and its affiliates' lenders and other financing sources, including, without limitation, a historic tax credit investor) at all usual proper times to enter the Demised Premises for the purposes of inspection or sale; and suffer the Landlord to make repairs and improvements to all parts of the building and to comply with all governmental orders and requirements applicable to the building. The Tenant shall permit the Landlord during the one hundred eighty (180) days prior to the expiration of this Lease to place the usual notices of advertisement for rental upon the exterior of the Demised Premises, and to show the Demised Premises to prospective lessees. The Landlord (and Landlord's and its affiliates' lenders and other financing sources, including, without limitation, a historic tax credit investor), in exercising its rights under this Section 10, shall not unreasonably interfere with the Tenant's access, use, and occupancy of the Demised Premises.

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

12. **Early Termination.** Commencing after the seventh (7th) year of the Term, the Tenant shall have the right of early termination of this Lease, provided that the Tenant provides

Landlord with **one hundred and twenty (120) days prior notice** of its intent to terminate, and pays the Landlord any amounts owed under this Lease.

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

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

15. **Signs.** The Tenant may post and maintain such signs and notices as is reasonably required to inform the public as to its location in the Demised Premises. All signs must be pre-approved by Landlord and by the applicable municipal building department and/or architectural review board.

16. **Subletting.** It is understood and agreed by and between the parties hereto that the Tenant may not sublet or assign any portion of the Demised Premises without the prior approval of the Landlord.

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

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

19. **Insurance.** The Tenant shall maintain throughout the term of this Lease, and any renewal thereof, at its own cost and expense, liability insurance naming the Landlord, the Landlord's lenders, and other financing parties as additional insureds, as they may require, for bodily injury and property damage with a combined limit of Two Million (\$2,000,000.00) Dollars

for loss/Four Million (\$4,000,000.00) Dollars for aggregate, together with primary noncontributory and waiver of subrogation for Landlord, or such other insurance as is acceptable to Greg Townsend of Marshall & Sterling and/or Landlord, and the Landlord shall be provided with a certificate thereof prior to Tenant's occupancy. The Tenant shall also provide the Landlord with a Certificate of Insurance showing workmen's compensation coverage. The Tenant shall also maintain throughout the term of the Lease, and any renewal thereof, casualty insurance sufficient to insure the value of goods and equipment stored or utilized in the subject building by the Tenant, since Landlord will be exempt from any and all liability for any damage to property possessed by Tenant caused by or resulting from steam, electricity, gas, water, rain, ice, snow, wind, or any leak or flow from or into any part of the building, or from any natural catastrophe or act of God, or from any other cause or happening whatsoever unless said damage be caused by or be due to the negligence of the Landlord or its members, officers, employees, or agents.

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

21. **Default.** If Tenant defaults with respect to any of the covenants herein contained, the Landlord may re-enter the Demised Premises by summary proceeding or otherwise, and the same to have again, re-possess, and enjoy. The Tenant expressly waives the service of any notice in writing of intention to re-enter. Tenant shall not be deemed to be in default under this Lease unless (A) in the case of a payment default, Tenant shall fail to cure such default within ten (10) days after Landlord shall have given Tenant written notice of such default, and (B) in the case of non-payment default, Tenant shall fail to cure such default within thirty (30) days after Landlord shall have given Tenant written notice of such default (or, if such non-payment default cannot reasonably be cured within such thirty (30) day period, Tenant shall have failed to commence such cure within such thirty (30) day period and, after such commencement, diligently pursued such cure to completion); provided, however, that any violation of the use restrictions set forth in Section 23, below, shall be a material default giving rise to an immediate right of termination of this Lease to the extent permitted by applicable law, notwithstanding any notice and/or cure rights that may be afforded to Tenant elsewhere in this Lease, including in this Section 21.

22. **Late Charge.** Notwithstanding the default provisions in Paragraph 21, above, in the event any payment of rent is not received within fifteen (15) days after it is due, a late charge of 5% of the entire payment shall be due to Landlord. Such late charge shall be paid with the next monthly rental payment.

23. **Use Restrictions.** Tenant shall not:

- a. conduct in the Demised Premises, or permit any subtenant or occupant of the premises to conduct in the Demised Premises, any use that is now or hereafter prohibited by the federal new markets tax credit program set forth in Section 45D of the Internal Revenue Code and the regulations thereunder (the “New Markets Tax Credit Program”) including, but not limited to:
 - i. rental to others of residential rental property, as defined in Section 168(e)(2)(A) of the Internal Revenue Code;
 - ii. any trade or business consisting predominately of the development or holding of intangibles for sale or license;
 - iii. a trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises;
 - iv. any trade or business the principal activity of which is farming, or
 - v. any activity that will cause the Premises to constitute a qualified low income building or that will utilize or benefit from the low income housing tax credit pursuant to Section 42 of the Internal Revenue Code;
- b. use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other party.

Any lender (and its direct and indirect members) providing financing with respect to the Demised Premises shall be an express third party beneficiary of this Section 23 entitled to enforce such provisions as if it were a direct party hereto.

24. **Cooperation with Landlord.** The Tenant shall cooperate with Landlord to comply with all New Markets Tax Credit Program and Historic Tax Credit reporting requirements imposed on Landlord or related parties by their respective lenders and/or investors, including delivery of annual community benefits reports and financial reporting.

25. **Assignability.** The Landlord is authorized to assign its rights and obligations under this Lease to any entity directly or indirectly controlled by the City of Middletown or the Middletown O& W Local Development Corporation.

26. **Counterparts.** This Lease may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Lease by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of this Lease.

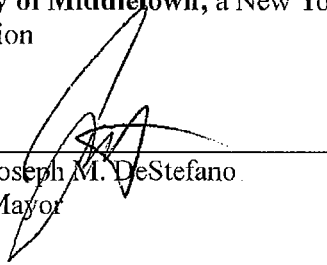
27. **Mortgages.** This Lease is and shall be subordinate to all existing and future mortgages and deeds of trust (each, a "Mortgage") encumbering the Demised Premises. Said subordination shall be self-executing but, at the written request of Landlord, Tenant shall execute such further assurances as Landlord deems desirable to confirm such subordination. In addition, upon the written request of Landlord or the holder of any Mortgage, Tenant shall execute such instruments as such party reasonably deems necessary to evidence said subordination and attorn to the applicable holder of the Mortgage.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Lease Agreement to be executed as of the date first written above.

LANDLORD:

The City of Middletown, a New York municipal corporation

By: 
Name: Joseph M. DeStefano
Title: Mayor

TENANT:

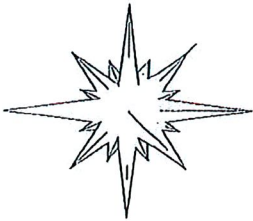
Regional Economic Community Action Program Inc.

By: 
Name: Charlie Quinn
Title: Chief Executive Officer

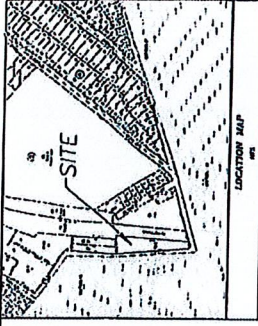
Exhibit A

Demised Premises

See attached.



PREPARED BY:
 FUSCO ENGINEERING & LAND SURVEYING, D.P.C.
 CONSULTING ENGINEERS



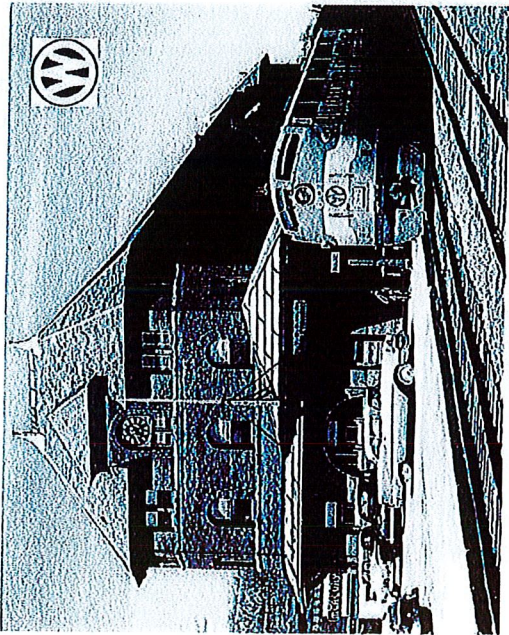
PROJECT:
 FORMER O&W STATION
 REHABILITATION & RESTORATION



PREPARED FOR:
 CITY OF MIDDLETOWN
 16 JAMES STREET
 MIDDLETOWN, NY 10940

DRAWING LIST:	
TITLE SHEET	C-001
DEMO PLAN	C-101
SITE PLAN	C-201
SITE LIGHTING PLAN	C-301
SITE WATER & STORM	C-302
LANDSCAPE PLAN	C-401
PLAYGROUND PLAN	C-501
DETAILS SHEET	C-502
DETAILS SHEET	C-601
DETAILS SHEET	C-602

O & W BUILDING
 New York, Ontario & Western Depot - Middletown, N.Y.



BUILT IN 1892

DATE	10/1/82
PROJECT	FORMER O&W STATION REHABILITATION & RESTORATION
DESIGNED BY	FUSCO ENGINEERING & LAND SURVEYING, D.P.C.
CHECKED BY	FUSCO ENGINEERING & LAND SURVEYING, D.P.C.
DATE OF ISSUE	10/1/82
SCALE	AS SHOWN
PROJECT NO.	10940
DRAWING NO.	C-001

KEYED NOTES

SYMBOL	GENERAL EXPLANATION
①	CONCRETE FOUNDATION
②	CONCRETE WALL
③	CONCRETE SLAB
④	CONCRETE COLUMN
⑤	CONCRETE BEAM
⑥	CONCRETE GIRDER
⑦	CONCRETE JOIST
⑧	CONCRETE CURB
⑨	CONCRETE CURB
⑩	CONCRETE CURB
⑪	CONCRETE CURB
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①	CONCRETE FOUNDATION
②	CONCRETE WALL
③	CONCRETE SLAB
④	CONCRETE COLUMN
⑤	CONCRETE BEAM
⑥	CONCRETE GIRDER
⑦	CONCRETE JOIST
⑧	CONCRETE CURB
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⑮	CONCRETE CURB
⑯	CONCRETE CURB
⑰	CONCRETE CURB
⑱	CONCRETE CURB
⑲	CONCRETE CURB
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㉑	CONCRETE CURB
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㊼	CONCRETE CURB
㊽	CONCRETE CURB
㊾	CONCRETE CURB
㊿	CONCRETE CURB

GENERAL NOTES:
 1. ALL CONCRETE SHALL BE CAST IN PLACE.
 2. ALL CONCRETE SHALL BE FINISHED TO THE FINISH SURFACE.
 3. ALL CONCRETE SHALL BE CURED FOR A MINIMUM OF 7 DAYS.
 4. ALL CONCRETE SHALL BE TESTED FOR STRENGTH.
 5. ALL CONCRETE SHALL BE PROTECTED FROM DAMAGE.
 6. ALL CONCRETE SHALL BE REPAIRED IF DAMAGED.
 7. ALL CONCRETE SHALL BE CLEANED UP.
 8. ALL CONCRETE SHALL BE PROTECTED FROM DAMAGE.
 9. ALL CONCRETE SHALL BE REPAIRED IF DAMAGED.
 10. ALL CONCRETE SHALL BE CLEANED UP.

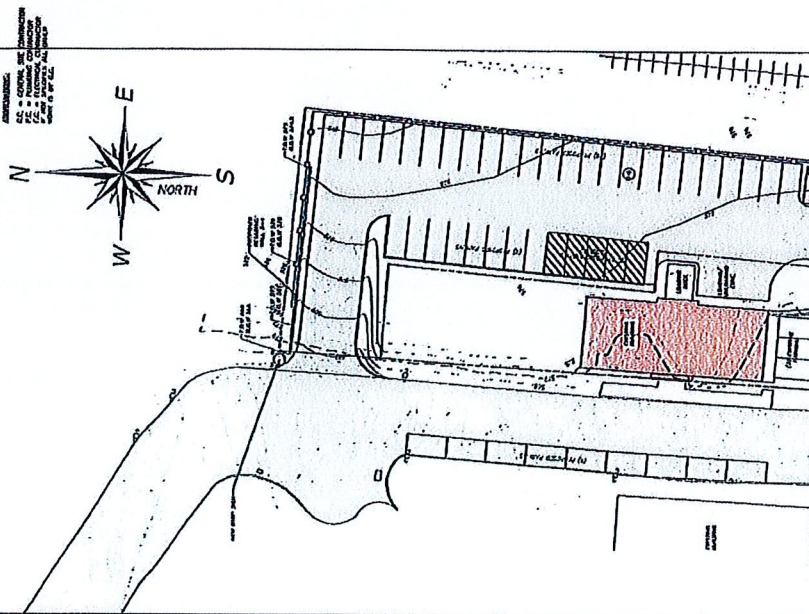
GRAPHIC SCALE
 1" = 10' - 0"

PROJECT INFORMATION
 PROJECT NO. 1000
 SHEET NO. 1000

CLIENT INFORMATION
 CLIENT NAME
 CLIENT ADDRESS

DESIGNER INFORMATION
 DESIGNER NAME
 DESIGNER ADDRESS

DATE
 DATE



GENERAL NOTES:
 1. ALL CONCRETE SHALL BE CAST IN PLACE.
 2. ALL CONCRETE SHALL BE FINISHED TO THE FINISH SURFACE.
 3. ALL CONCRETE SHALL BE CURED FOR A MINIMUM OF 7 DAYS.
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 10. ALL CONCRETE SHALL BE CLEANED UP.

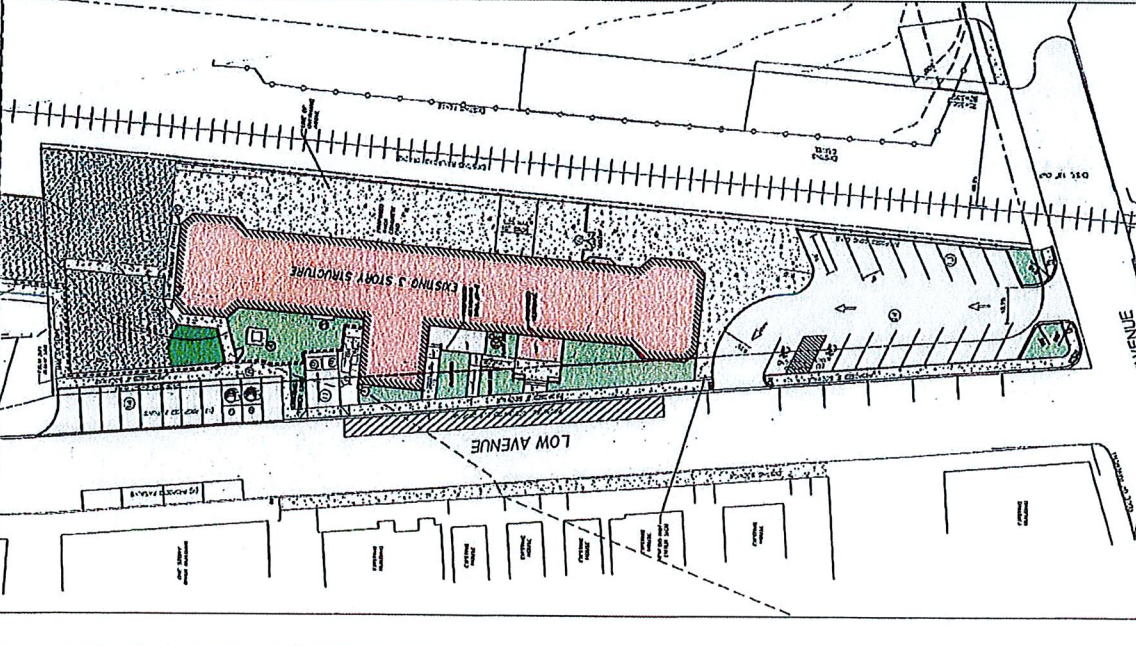
GRAPHIC SCALE
 1" = 10' - 0"

PROJECT INFORMATION
 PROJECT NO. 1000
 SHEET NO. 1000

CLIENT INFORMATION
 CLIENT NAME
 CLIENT ADDRESS

DESIGNER INFORMATION
 DESIGNER NAME
 DESIGNER ADDRESS

DATE
 DATE



GRAPHIC SCALE
 1" = 10' - 0"

PROJECT INFORMATION
 PROJECT NO. 1000
 SHEET NO. 1000

CLIENT INFORMATION
 CLIENT NAME
 CLIENT ADDRESS

DESIGNER INFORMATION
 DESIGNER NAME
 DESIGNER ADDRESS

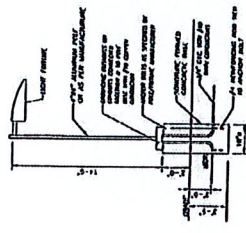
DATE
 DATE

Symbol	Label	Qty	Manufacturer	Quantity	Description	Notes
6	A	6	American Electric Lighting	ACC P204 BR BK 300HS 300K	ACC P204 Performance package Roadway Type IV distribution 4000K CCT (House Size Shield)	TYPE III, SHORT, BUG RATING: B1 - 10 - G1
8	B	5	American Electric Lighting	ACC P204 BR BK 400HS 300K	ACC P204 Performance package Roadway Type IV distribution 4000K CCT (House Size Shield)	TYPE III, SHORT, BUG RATING: B1 - 10 - G1

GENERAL NOTES:

- INSTALLER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.
- ALL WASTE SHALL BE REMOVED FROM THE SITE AT THE END OF EACH DAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.

Description	Symbol	Qty	Unit	Material	Avail
BASIC GRID	+	0.1 K	2.4 K	0.8 K	N/A
PARKING LOT 1	◇	1.2 K	2.3 K	0.5 K	1.7 K
PARKING LOT 2	◇	1.1 K	1.7 K	0.5 K	0.6 K
PLANNING	□	7.8 K	2.2 K	1.3 K	0.5 K
PROP. LINE CALC.	X	0.4 K	2.7 K	0.8 K	N/A



LIGHT POLE DETAIL
SCALE: N.T.S.

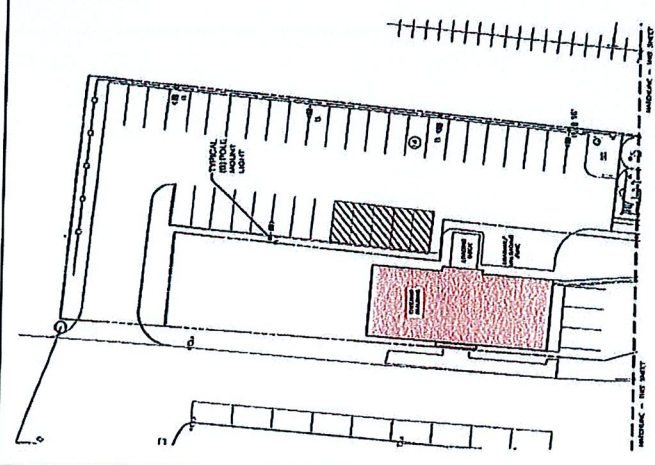
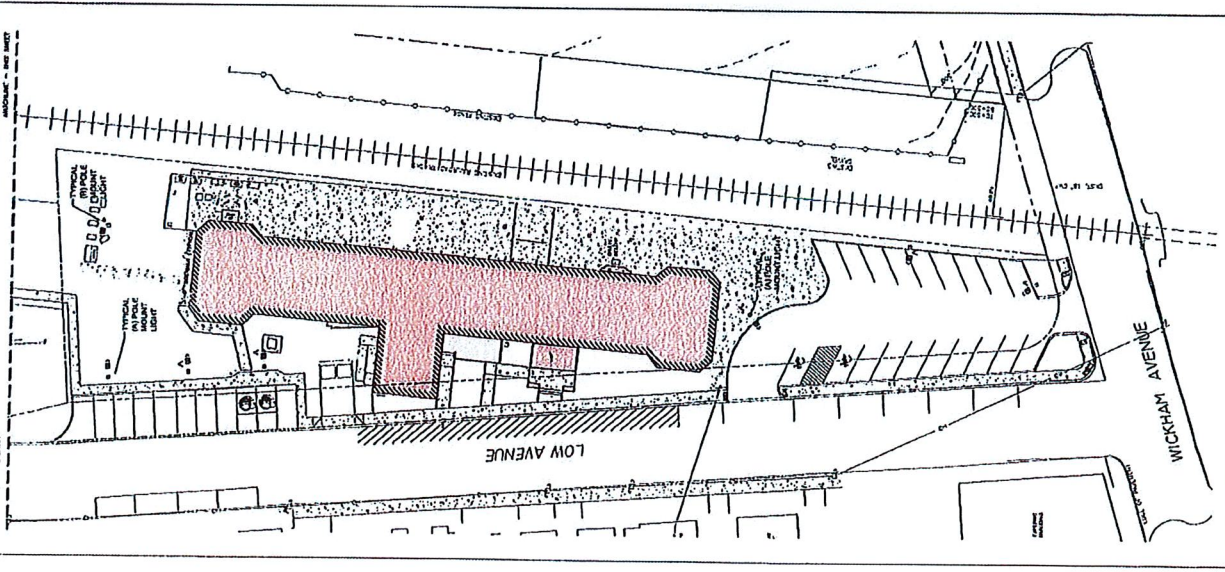


PHOTO METRIC PLAN SCALE 1"=50'

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE. ALL WASTE SHALL BE REMOVED FROM THE SITE AT THE END OF EACH DAY.

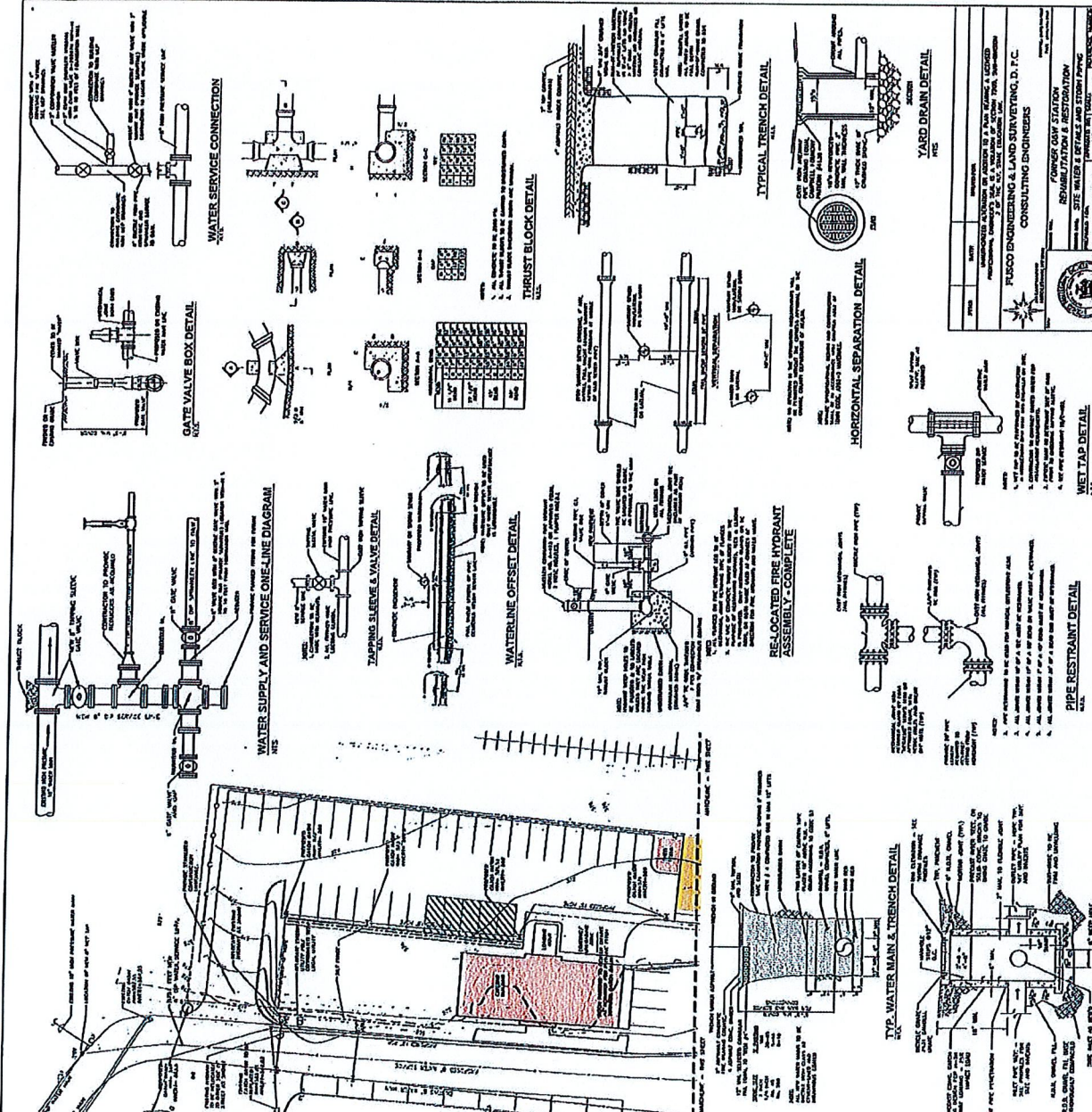
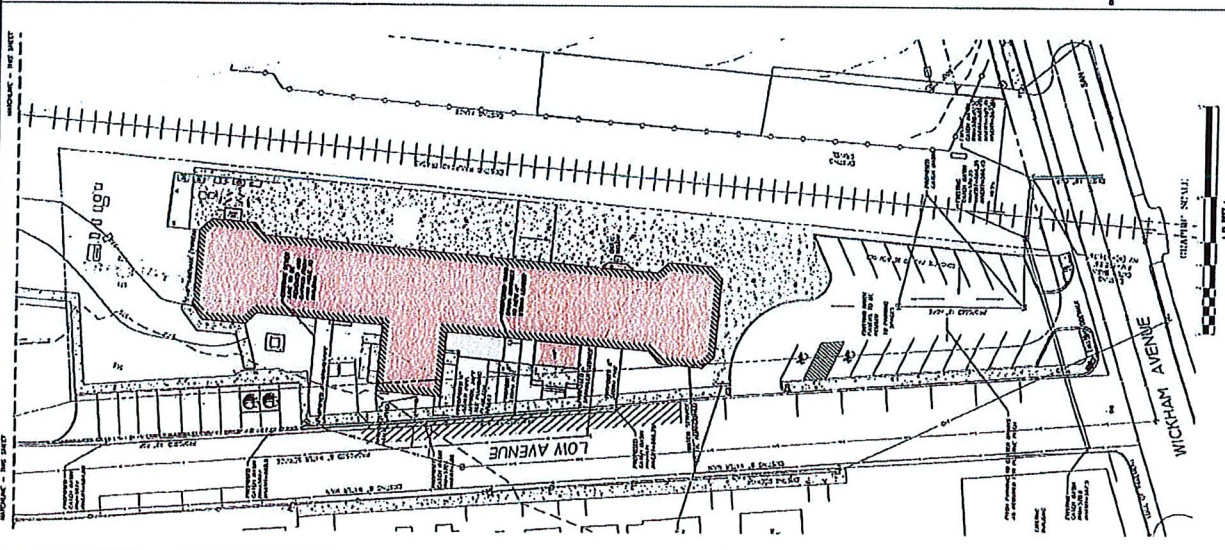


PUSCO ENGINEERING & LAND SURVEYING, D. P. C.
CONSULTING ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
STATE OF MARYLAND
No. 10179

PROJECT: REMAINING SITE LIGHTING PLAN
DATE: 10/1/2011
DRAWN BY: J. [Name]
CHECKED BY: [Name]

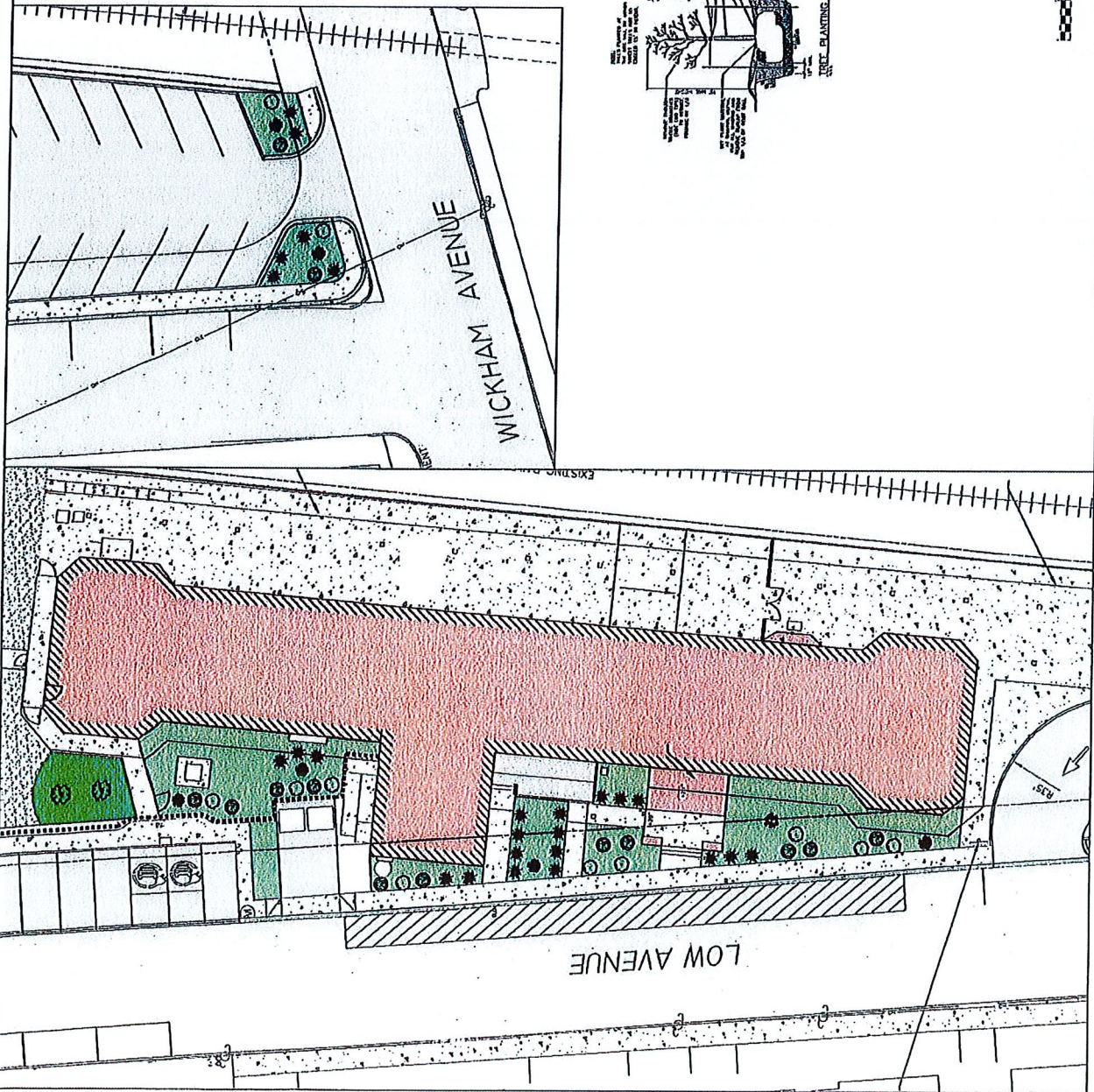
C-301



REPUBLIC ENGINEERING & LAND SURVEYING, D. C. CONSULTING ENGINEERS 1100 K STREET, N.W. WASHINGTON, D. C. 20004	
PROJECT NO. _____ SHEET NO. _____ OF _____ DATE: _____	DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____



LICENSE NO. _____
 EXPIRES _____
 STATE OF _____
 C-302



LEGEND

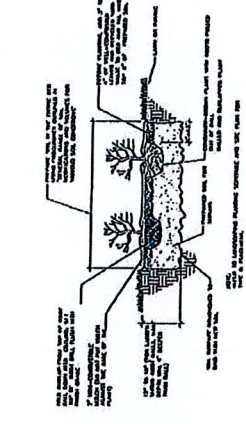
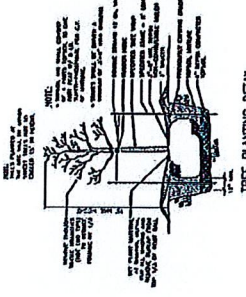
○	NEW TREE PLANTING
●	EXISTING TREE PLANTING
○	NEW SHRUB PLANTING
●	EXISTING SHRUB PLANTING
○	NEW PALM PLANTING
●	EXISTING PALM PLANTING
○	NEW BENCH PLANTING
●	EXISTING BENCH PLANTING
○	NEW LIGHT PLANTING
●	EXISTING LIGHT PLANTING
○	NEW SIGN PLANTING
●	EXISTING SIGN PLANTING

PLANT CONTROL

Symbol	Plant Name	Quantity
○	NEW TREE PLANTING	1
●	EXISTING TREE PLANTING	1
○	NEW SHRUB PLANTING	1
●	EXISTING SHRUB PLANTING	1
○	NEW PALM PLANTING	1
●	EXISTING PALM PLANTING	1
○	NEW BENCH PLANTING	1
●	EXISTING BENCH PLANTING	1
○	NEW LIGHT PLANTING	1
●	EXISTING LIGHT PLANTING	1
○	NEW SIGN PLANTING	1
●	EXISTING SIGN PLANTING	1

- 1. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 2. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 3. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 4. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 5. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 6. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
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- 8. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 9. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
- 10. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

- 1. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
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- 10. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:



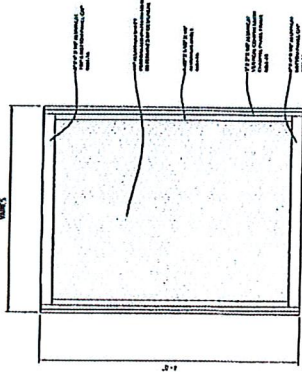
GRAPHIC SCALE
1" = 10' - 0"



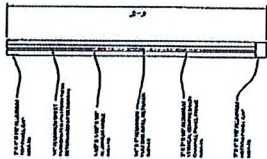
FUSCO ENGINEERING & LAND SURVEYING, D.C.
CONSULTING ENGINEERS
REHABILITATION & RESTORATION
LANDSCAPE PLAN
C-401



PANEL ELEVATION



PLAN VIEW



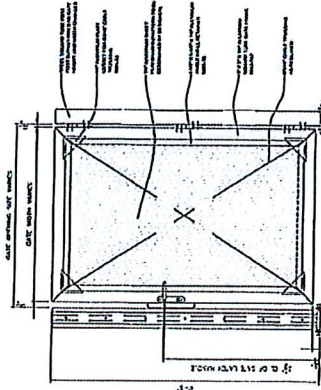
TYPICAL PANEL SECTION

PALMSHIELD ELITE - PATENT PENDING PERFORATED PANEL

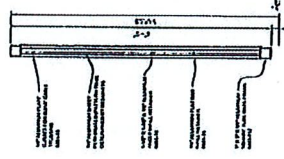


GATE SECTION

PLAN VIEW



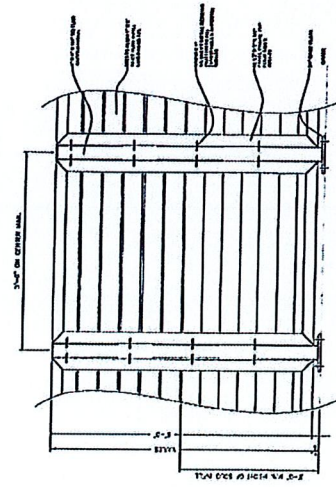
GATE ELEVATION



TYPICAL GATE SECTION

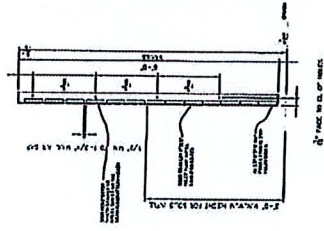
PLAYSAFE PLAYGROUND SCREENING SEMI-SOLID ALUMINUM INFILL TYPICAL PANEL ELEVATION

TYPICAL PANEL DETAIL

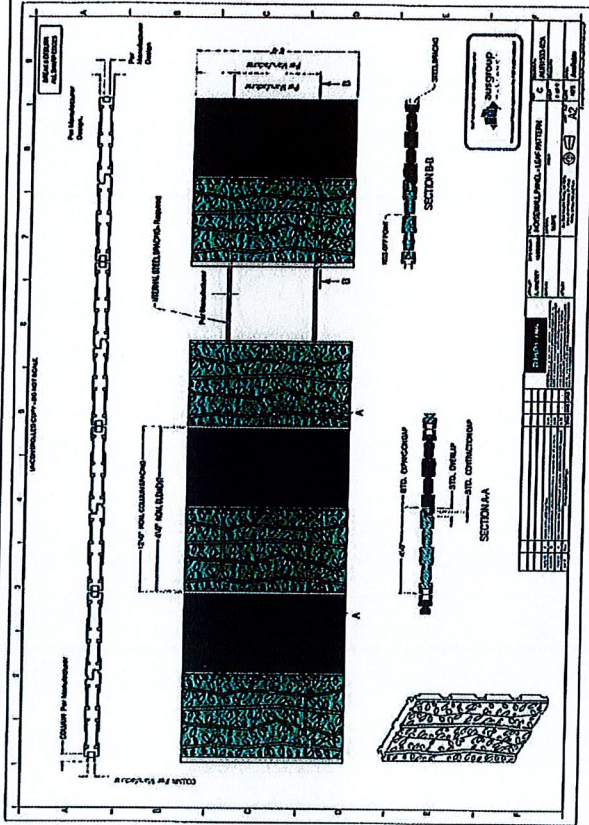


TYPICAL PANEL ALUMINUM POST DETAIL

TYPICAL PANEL STEEL POST DETAIL



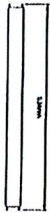
TYPICAL PANEL SECTION



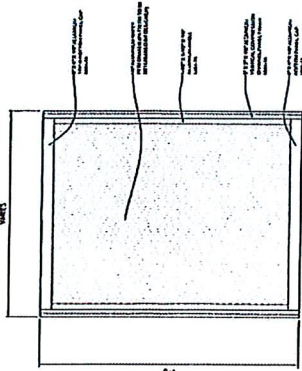
3'-0" SOUND WALL @ RAILROAD TRACKS APPROX 450'-0" LF



P. J. O'CONNELL PROFESSIONAL ENGINEER STATE OF FLORIDA No. 12345	
PUCO ENGINEERING & LAND SURVEYING, D. P.C. CONSULTING ENGINEERS 12345 MAIN STREET SUITE 100 MIAMI, FL 33131 (305) 555-1234 FAX: (305) 555-5678 WWW.PUCOENGINEERING.COM	
PROJECT NO.: 12345 DRAWING NO.: 12345-01 DATE: 12/31/2023 SCALE: AS SHOWN	PROJECT: PLAYGROUND SCREENING LOCATION: PLAYGROUND SHEET NO.: C-502 TOTAL SHEETS: 502



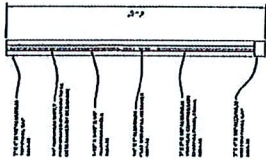
PANEL ELEVATION



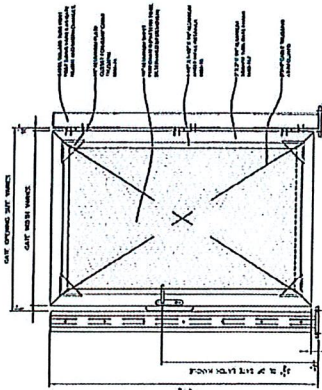
PLAN VIEW

PALMSHIELD ELITE - PATENT PENDING PERFORATED PANEL

TYPICAL PANEL SECTION

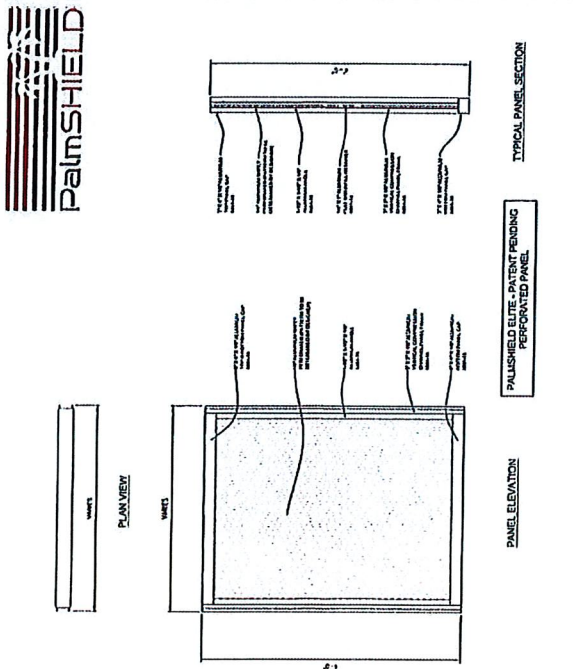
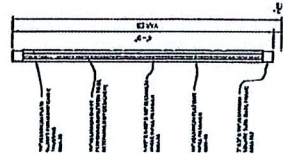


GATE ELEVATION



PLAN VIEW

TYPICAL GATE SECTION



3'-0" SOUND WALL @ RAILROAD TRACKS APPROX 450'-0" LF

Table with 4 columns: No., Description, Quantity, Unit. It lists materials like Perforated Panel, Steel Stud, and Steel Channel.



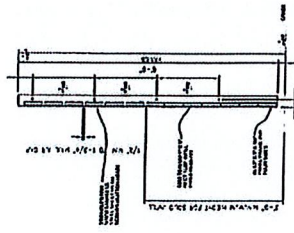
SECTION A



SECTION B



SECTION C

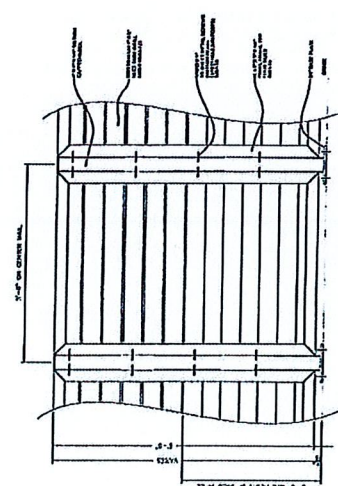


TYPICAL PANEL SECTION



TYPICAL PANEL ALUMINUM POST DETAIL

TYPICAL PANEL STEEL POST DETAIL



TYPICAL GATE ELEVATION

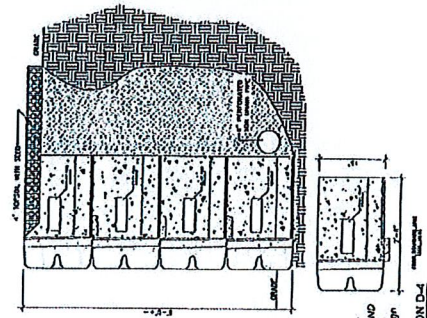
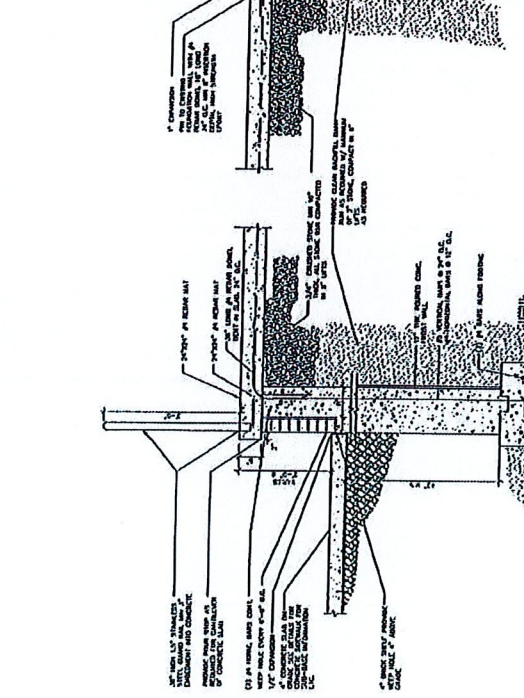
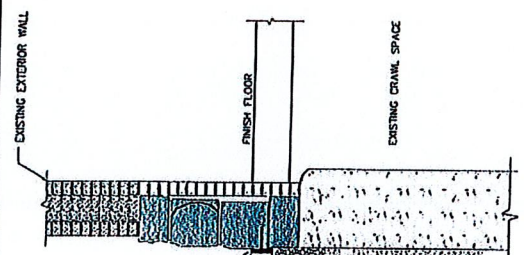
TYPICAL PANEL DETAIL

TYPICAL GATE SECTION

Project information block including title, location (REHABILITATION & TRACKS PLAYGROUND FENCING), date (12/11/13), and engineer information (RUSCO ENGINEERING & LAND SURVEYING, D. P. C.).

Revision table with columns for No., Description, and Date. It lists several revisions to the drawing.

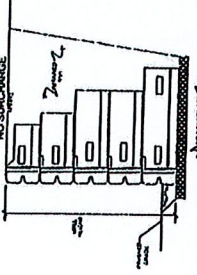
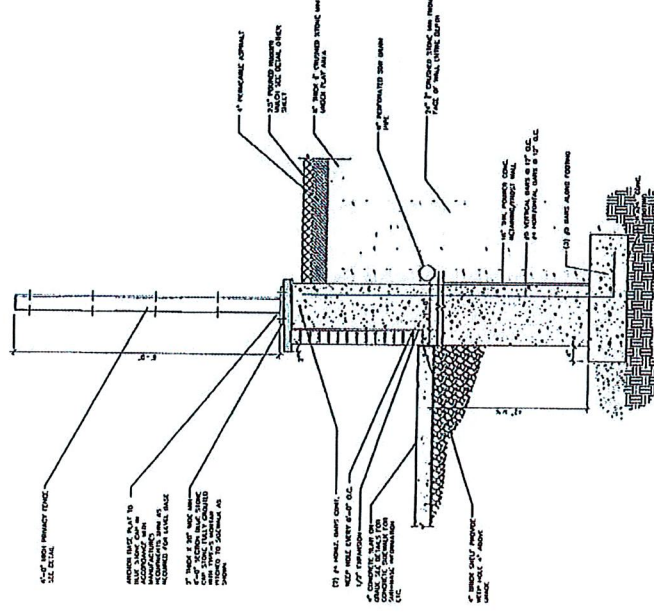




FORX RETAINING WALL SYSTEM SECTION D-4
SCALE: 1" = 1'-0"

FORX PRECAST MODULAR WALL SYSTEM, S.C. IS RESPONSIBLE TO PROVIDE ALL SHOP DRAWINGS AND THIS SITE PLAN. THE MANUFACTURER AND SIGN BY LICENSED DESIGN PROFESSIONAL.

RAISED CONCRETE PLATFORM AT BUILDING DETAIL (WALL D-2)
SCALE: 1" = 1'-0"



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120.00	12000.00
2	REINFORCEMENT	50	TONS	100.00	5000.00
3	INSULATION	200	SQ YD	5.00	1000.00
4	FORMWORK	100	SQ YD	10.00	1000.00
5	PAINT	100	SQ YD	2.00	200.00
6	LABOR	100	HOURS	10.00	1000.00
7	PERMITS	1	SET	500.00	500.00
8	TRUCK	100	HOURS	5.00	500.00
9	WATER	100	CU YD	1.00	100.00
10	GRAVEL	100	CU YD	1.00	100.00
11	CEMENT	100	CU YD	1.00	100.00
12	STEEL	100	TONS	100.00	10000.00
13	BRICK	100	CU YD	1.00	100.00
14	MORTAR	100	CU YD	1.00	100.00
15	PLASTER	100	CU YD	1.00	100.00
16	PAINT	100	SQ YD	2.00	200.00
17	LABOR	100	HOURS	10.00	1000.00
18	PERMITS	1	SET	500.00	500.00
19	TRUCK	100	HOURS	5.00	500.00
20	WATER	100	CU YD	1.00	100.00
21	GRAVEL	100	CU YD	1.00	100.00
22	CEMENT	100	CU YD	1.00	100.00
23	STEEL	100	TONS	100.00	10000.00
24	BRICK	100	CU YD	1.00	100.00
25	MORTAR	100	CU YD	1.00	100.00
26	PLASTER	100	CU YD	1.00	100.00
27	PAINT	100	SQ YD	2.00	200.00
28	LABOR	100	HOURS	10.00	1000.00
29	PERMITS	1	SET	500.00	500.00
30	TRUCK	100	HOURS	5.00	500.00
31	WATER	100	CU YD	1.00	100.00
32	GRAVEL	100	CU YD	1.00	100.00
33	CEMENT	100	CU YD	1.00	100.00
34	STEEL	100	TONS	100.00	10000.00
35	BRICK	100	CU YD	1.00	100.00
36	MORTAR	100	CU YD	1.00	100.00
37	PLASTER	100	CU YD	1.00	100.00
38	PAINT	100	SQ YD	2.00	200.00
39	LABOR	100	HOURS	10.00	1000.00
40	PERMITS	1	SET	500.00	500.00
41	TRUCK	100	HOURS	5.00	500.00
42	WATER	100	CU YD	1.00	100.00
43	GRAVEL	100	CU YD	1.00	100.00
44	CEMENT	100	CU YD	1.00	100.00
45	STEEL	100	TONS	100.00	10000.00
46	BRICK	100	CU YD	1.00	100.00
47	MORTAR	100	CU YD	1.00	100.00
48	PLASTER	100	CU YD	1.00	100.00
49	PAINT	100	SQ YD	2.00	200.00
50	LABOR	100	HOURS	10.00	1000.00

FORNEY DRY STATION
REINFORCED CONCRETE WALL DETAIL

FORNEY ENGINEERING & LAND SURVEYING, D. P. C.
CONSULTING ENGINEERS

DATE: 10/15/10

PROJECT: FORNEY DRY STATION
LOCATION: 10000 W. 100TH AVE., SUITE 100, FORT WORTH, TEXAS 76134

SCALE: 1" = 1'-0"

NO. 602

Exhibit B

Capital Improvements

See attached.

4915-6656-3712.1

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

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

Consulting Engineers

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

Alfred A. Fusco, III
General Manager

September 25, 2025

Jacob Tawil
Commissioner of DPW
City of Middletown
16 James Street
Middletown, NY 10940

Re: Former O&W Station Rehabilitation Project
Project #21-088

Dear Jacob,

I've enclosed the breakdown of Recaps fit up with the building shell from Butler, (GC).

Butler Construction (GC) – Includes Allowances
Interior with playground : \$6,960,670.00 –Recap
Core & Shell: \$18,123,751.00 - City
Total Base Bid: \$25,084,421.00

Dynamic Systems Inc. (MC) – Includes Allowances
Interior Fit Up \$3,384,400.00 – Recap
Core & Shell \$1,454,400.00 – City
Total \$4,838,800.00

Hauser Bros (PC) – Includes Allowances
Interior Fit Up \$704,420.00 – Recap
Core & Shell \$1,833,580.00 – City
Total \$2,538,000.00

Pantel Electric (EC)
Interior Fit Up \$130,000.00 – Recap
Core & Shell \$1,402,000.00 – City
Total: \$1,532,000.00

Recap Interior Fit Up & Playground

General Contractor (GC) \$6,960,670.00
Mechanical Contractor (MC) \$3,384,400.00
Plumbing Contractor (PC) \$704,420.00
Electrical Contractor (EC) \$130,000.00
Recap Total \$11,179,490.00

233 East Main Street
Middletown, NY 10940
(845)344-5863



City Core& Shell

General Contractor (GC)	\$18,123,751.00
Mechanical Contractor (MC)	\$1,454,400.00
Plumbing Contractor (PC)	\$1,833,580.00
<u>Electrical Contractor (EC)</u>	<u>\$1,402,000.00</u>
City Total	\$22,813,731.00

City Total	\$22,813,731.00
<u>Recap Total</u>	<u>\$11,179,490.00</u>
Project Total	\$33,993,221.00

*Additional soft costs to be paid by Recap.....\$ 427,000.00
to Fusco, outside of the above for interior
design & construct management in accordance
with Recap's requirements.
(Not included in project total provided above)

Please advise if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Alfusco", written over a light blue horizontal line.

Alfred A. Fusco, Jr., P.E.
Fusco Engineering
& Land Surveying, D.P.C.

Cc: Mayor Joseph DeStefano
Katie Gass, City of Middletown
Maria Bruni, City of Middletown
Caitlin McNamara, City of Middletown
Heather Decker, Recap
Charles Quinn, Recap
Alfred A. Fusco, Jr., P.E., FE&LS

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Amended and Restated Lease Agreement as of the Effective Date.

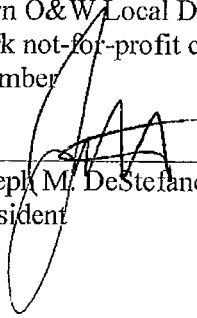
LANDLORD:

Middletown O&W Station Prime Tenant, LLC,
a New York limited liability company

By: Middletown O&W Station Managing Member, LLC,
a New York limited liability company,
its managing member

By: Middletown O&W Local Development Corporation,
a New York not-for-profit corporation,
its sole member

By: _____
Name: Joseph M. DeStefano
Title: President



ACKNOWLEDGMENT

STATE OF New York)
)ss.:
COUNTY OF ORANGE)

On the 10 day of December in the year 2025, before me, the undersigned notary public, personally appeared Joseph M. DeStefano, President of Middletown O&W Local Development Corporation, a New York not-for-profit corporation, which is the sole member of Middletown O&W Station Managing Member, LLC, a New York limited liability company, which is the managing member of **Middletown O&W Station Prime Tenant, LLC**, a New York limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Richard P. McCormack
Notary Public, State of New York
NO. 01MC6302099
Qualified in Orange County
Commission Expires April 28, 2026

 _____ Notary Public



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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Alderman Masi
 Date of Adoption: December 9, 2025
 Index No: 338-25

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	7			2

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

12/12/25

Resolution Authorizing an Assignment and Assumption Agreement with the Middletown O&W Local Development Corporation (LDC)

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with Board of Estimate and Apportionment authorizes an Assignment and Assumption Agreement with the Middletown O&W Local Development Corporation (LDC)

BE IT FURTHER RESOLVED; that the that the Common Council of the City of Middletown concurs with Board of Estimate and Apportionment authorizes the Mayor to sign the agreement, subject to minor changes to to be reviewed by Corporation Counsel.

Prepared by:

Attachments:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “**Assignment**”) is dated as of the [10th] day of December, 2025 (the “**Effective Date**”), by and between **THE CITY OF MIDDLETOWN**, a New York municipal corporation (“**Assignor**”), and **MIDDLETOWN O&W STATION PRIME TENANT, LLC**, a New York limited liability company (“**Assignee**”).

RECITALS:

A. As of the Effective Date, Assignor is the fee owner of that certain real property located at 2 Low Avenue, Middletown, New York (the “**Land**”), and the building thereon known as the N.Y. Ontario & Western Railway Station (the “**Building**,” and together with the Land, the “**Property**”).

B. On September 26, 2025, Assignor entered into that certain Lease Agreement with respect to the Property by and between Assignor, as landlord, and Regional Economic Community Action Program, Inc., a New York nonprofit corporation (“**RECAP**”), as tenant, which Lease Agreement is being amended and restated in its entirety in the form attached hereto as Exhibit A as of the Effective Date (the “**RECAP Lease**”), which RECAP Lease has an initial term commencing after completion of the Rehabilitation (as hereinafter defined).

C. As of the Effective Date, Assignor is leasing the Property to Middletown O&W Station, LLC, a New York limited liability company (“**Ground Lessee**”), pursuant to that certain Ground Lease dated as of the Effective Date by and between Assignor, as landlord, and Ground Lessee, as tenant (the “**Ground Lease**”).

D. Ground Lessee is financing and undertaking the historic rehabilitation and redevelopment of the Building into the childcare services headquarters for RECAP (the “**Rehabilitation**”) in a manner that qualifies for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the “certified rehabilitation” of a “certified historic structure” (the “**Historic Tax Credit Transaction**”) pursuant to Section 47 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law and N.Y. Tax. Law §210-B(26) as amended.

E. In connection with the Historic Tax Credit Transaction, Ground Lessee and Assignee have entered into that certain HTC Lease dated as of the Effective Date, pursuant to which Ground Lessee will lease the Property to Assignee for a term commencing upon completion of the Rehabilitation.

F. To facilitate the Historic Tax Credit Transaction, Assignor desires to assign all of its right, title, and interest in and to the RECAP Lease to Assignee.

NOW, THEREFORE, in consideration of and in reliance upon the above recitals, the terms, covenants, and conditions contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Recitals; Definitions.** The foregoing Recitals are incorporated into this Assignment as if fully re-written herein.
2. **Assignment of RECAP Lease.** Effective as of the Effective Date, Assignor hereby gives, grants, bargains, sells, conveys, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the RECAP Lease.
3. **Assumption.** Assignee hereby accepts and assumes the foregoing assignment and obligations of Assignor, as landlord, under the RECAP Lease, arising from and after the Effective Date, and covenants and agrees that, from and after the Effective Date, Assignee will assume, observe, perform, fulfill, and be bound by all terms, covenants, conditions, and obligations of the landlord under the RECAP Lease.
4. **Further Amendment.** This Assignment may not be further modified or amended except in a writing signed by all the parties hereto.
5. **Authorization.** The individuals executing this Assignment for and on behalf of the parties hereto represent and warrant that they have been duly authorized to execute this Assignment and that all corporate action necessary to the execution of this Assignment has been taken and done.
6. **Partial Invalidity.** If any term or provision of this Assignment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by applicable law.
7. **Successors and Assigns.** The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. **Counterparts and Electronic Signature.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. Each party agrees that this Assignment may be electronically signed (including, without limitation, via DocuSign), and that any electronic signatures appearing on this Assignment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
9. **Governing Law.** This Assignment shall be construed in accordance with the substantive laws of the State of New York, without regard to any choice of law provisions therein.

[Signature Page Follows]

Exhibit A

RECAP Lease

See attached.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

The City of Middletown,
a New York municipal corporation

By: _____
Joseph M. DeStefano, Mayor

ASSIGNEE:

Middletown O&W Station Prime Tenant, LLC,
a New York limited liability company

By: Middletown O&W Station Managing Member, LLC,
a New York limited liability company,
its managing member

By: Middletown O&W Local Development Corporation,
a New York not-for-profit corporation,
its sole member

By: _____
Name: Joseph M. DeStefano
Title: President



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

THE FOLLOWING WAS PRESENTED

By: Alderman Green
 Seconded by: Alderwoman Wray
 Date of Adoption: December 9, 2025
 Index No: 337-25

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	7			2

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

12/10/25

Resolution Authorizing an Amended and Restated Agreement with the Regional Economic Community Action Program, Inc. (RECAP)

BE IT RESOLVED; that the Common Council of the City of Middletown, NY concurs that the Board of Estimate and Apportionment authorizes an Amended and Restated agreement with the Regional Economic Community Action Program, Inc. (RECAP) for the O&W Building at 2 Low Avenue, Middletown, NY.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY concurs that the Board of Estimate and Apportionment authorizes the Mayor to sign the agreement, subject to minor changes being by the Mayor and reviewed by Corporation Counsel.

Prepared by:
 Maria Bruni, Director of Economic and Community Development

Attachments:

1.	Amended and Restated RECAP Capital Agreement
----	--

AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement (this "Agreement") is entered into as of December [12], 2025, by and between the City of Middletown, a New York municipal corporation having a principal office at 16 James Street, Middletown, New York, 10940, together with its successors and assigns (the "City"), and Regional Economic Community Action Program, Inc., a New York non-profit domestic corporation have an address at 40 Smith Street, Middletown, New York, 10940 ("RECAP").

RECITALS

WHEREAS, RECAP shall lease and operate the Head Start program, and other child care services, including a playground, located at 2 Low Avenue (f/k/a 2-20 Low Avenue), Middletown, New York (the "Project"), pursuant to that certain Amended and Restated Lease Agreement dated on or about the date hereof by and between the City, as landlord, and RECAP, as tenant, as assigned by City to Middletown O&W Station Prime Tenant, LLC, a New York limited liability company ("HTC Tenant") pursuant to that certain Assignment and Assumption Agreement, dated as of the date hereof (as assigned and as may be amended from time to time, the "Lease");

WHEREAS, the Project will provide the above programs and services which will be of substantial benefit to the residents of Orange County;

WHEREAS, the City shall perform or cause to be performed the work necessary to implement the Project, and RECAP desires to support the capital improvement of the Project in order to promote and enhance the public benefit; and

WHEREAS, this Amended and Restated Agreement amends and restated in its entirety that certain Agreement entered into between the parties on September 26, 2025 concerning the same subject matter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Article I. DEFINITIONS

Capital Improvement shall mean the reconstruction and rehabilitation of the property located at 2 Low Avenue, Middletown, New York, as described in a document dated September 25, 2025, drafted by Fusco Engineering and Land Surveying DPC, titled Former O&W Station Rehabilitation Project #21-088 and attached hereto as Exhibit A.

Article II. SCOPE OF WORK

Section 2.01 The City shall cause the Project to be designed, constructed, and completed in accordance with applicable federal, state, and local laws.

Section 2.02 The City's estimated cost for this Project is \$11,179,490.00. The City or its affiliates have received New Markets tax credits and have apportioned \$1,064,986.00 to RECAP's fit-up of the Project. The City and RECAP agree to cap the obligation to RECAP for the fit-up in the amount of \$9,800,000.00 (the "Principal Amount").

Article III. OWNERSHIP AND CONTROL

All Capital Improvements shall be owned by the City or its affiliates.

Article IV. FUNDING AND PAYMENT

Payments shall be made by RECAP based upon an annual calculation by the City which will be transmitted to RECAP in the month of August of each year. RECAP is obligated to pay interest on the \$9,800,000.00 Principal Amount beginning in October 2026, and continuing each year thereafter at the rate reflected in the annual calculation provided by the City. Also beginning in October 2026, RECAP shall be responsible to pay in addition to interest, principal payments on the \$9,800,000.00 Principal Amount as reflected in the annual calculation provided by the City and this obligation continues for each year thereafter. The Principal Amount may be reduced by RECAP pre-paying principal each year until October 2030. RECAP further agrees that in the event any payment due hereunder is not received within forty-five (45) days after it is due, a late charge of 5% of such payment shall be due to the City. The City's calculation of currently anticipated principal and interest payments is attached hereto as Exhibit B. So long as the City or its affiliates retain ownership of the Capital Improvements and the Lease remains in effect, the City will reduce the Principal Amount by \$343,200.00 annually, which shall be reflected in the annual calculation provided by the City. All payments due from RECAP to the City under this Agreement are subordinate to the obligation of RECAP to make any and all payments due under the Lease.

Article V. TERMINATION AND CORPORATE GUARANTEE

This Agreement shall terminate when the debt associated with the Capital Improvements is fully paid by RECAP, without regard to the term or termination of the Lease. The City may terminate this Agreement if RECAP fails to make timely payments or otherwise violates this Agreement, and this termination may include acceleration of the entire debt. By executing this Agreement RECAP hereby provides a corporate guarantee to pay all accumulated debts, with interest, generated by this Agreement.

Article VI. MISCELLANEOUS

Section 6.01 This Agreement shall be governed by and construed under the laws of the State of New York.

Section 6.02 This Agreement contains the entire understanding of the parties and may only be amended by written instrument duly authorized by both parties.

Section 6.03 This Agreement may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart

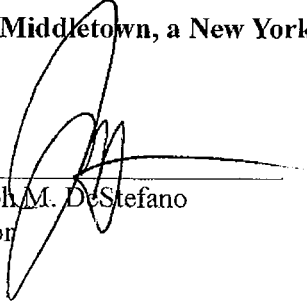
of a signature page to this Agreement by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE CITY:

The City of Middletown, a New York municipal corporation

By: 
Name: Joseph M. DeStefano
Title: Mayor

RECAP:

Regional Economic Community Action Program Inc.


By: 
Name: Charlie Quinn
Title: Chief Executive Officer

Exhibit A

Capital Improvements

See attached.

Exhibit B

Payment Schedule

See attached.

RECAP's Portion of Debt Service

Year	Principal	Interest	P + I	
2026	-	409,052	409,052	BANs
2027	400,000	433,552	833,552	
2028	455,000	494,291	949,291	Bonds
2029	455,000	490,032	945,032	
2030	475,000	469,921	944,921	
2031	500,000	448,546	948,546	
2032	520,000	425,596	945,596	
2033	545,000	401,312	946,312	
2034	575,000	374,771	949,771	
2035	600,000	345,618	945,618	
2036	635,000	313,938	948,938	
2037	670,000	279,140	949,140	
2038	705,000	241,084	946,084	
2039	745,000	200,124	945,124	
2040	790,000	155,945	945,945	
2041	840,000	108,071	948,071	
2042	890,000	56,159	946,159	
2043	-	-	-	
2044	-	-	-	
2045	-	-	-	
2046	-	-	-	
2047	-	-	-	
2048	-	-	-	
2049	-	-	-	
2050	-	-	-	
Totals	\$ 9,800,000	\$ 5,647,151	\$ 15,447,151	
Less Grants	\$ (400,000)			
Total Cost to RECAP	\$ 9,400,000	\$ 5,647,151	\$ 15,047,151	

Assumptions

All debt issued through the City on a taxable basis.

BANs:

Issued 10/14/2025 with principal and interest due annually.
Grant receipt of \$400,000 used to make paydown in 2027.

Interest rate assumptions:

First year: 4.174% *actual received*
Annual increase: 0.250%

Bonds:

Issued 10/12/2027 to redeem outstanding BANs.
Principal due annually on 10/1. Interest due semiannually on 4/1 and 10/1.
Final maturity of 10/1/2042 (max term to match the Lease term).
Amortized on a Level Debt Service basis.
Prevailing Taxable "A" market rates (as of 8.27.25) + 0.50% for potential market movement.
True Interest Cost (TIC): 5.68%

Issue	Amount	Date
2025 BAN	\$9,800,000	10/13/2021
2026 Paydown	0	
2026 BAN	\$9,800,000	10/12/2022
2027 Paydown	(400,000)	
2027 Bonds	\$9,400,000	10/11/2023



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Accept Minutes of December 16, 2025

Accept Minutes of December 16, 2025

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	12.16.25 CC Minutes
----	---------------------



COMMON COUNCIL MEETING
CITY OF MIDDLETOWN
December 16, 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

City of Middletown, New York

Common Council Meeting

December 16, 2025

ALL: -- allegiance to the Flag of the 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?

ALDERMAN JOSEPH MASI: So move.

PRESIDENT J. MIGUEL RODRIGUES: Motion
by Alderman Masi.

ALDERMAN KEVIN WITT: Second.

PRESIDENT J. MIGUEL RODRIGUES:
Seconded by Alderman Witt. All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES:
Correspondence?

CLERK RICHARD MCCORMACK: Good evening.
We have a letter this evening from Alderman-Elect
Kevin Gomez. "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 and Chappell Parkway vicinity of our ward.

"As a Ward 2 alderman, I look forward to supporting these endeavors along with those shared by our economic community development and new homeownership opportunities to advance the quality of life for all of our residents. Again, I thank the mayor, the city administration, and the 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."

ALDERMAN PAUL JOHNSON: Received and filed.

CLERK RICHARD MCCORMACK: That's it.

PRESIDENT J. MIGUEL RODRIGUES: For the good of the city, do we have anyone that would like to come up?

MAN 1: (Indiscernible).

PRESIDENT J. MIGUEL RODRIGUES: Jim?

ALDERMAN SPARROW TOBIN: Would you ask
to come up?

MAYOR JOSEPH DESTEFANO: Well, when I
get up, I (indiscernible).

PRESIDENT J. MIGUEL RODRIGUES: Let's
do the special recognition right now. No? I
just said for the good of the city.

MAYOR JOSEPH DESTEFANO:
(Indiscernible).

PRESIDENT J. MIGUEL RODRIGUES: All
right.

MAYOR JOSEPH DESTEFANO: That's what it
says.

ALDERMAN SPARROW TOBIN: Look at your
agenda.

MAYOR JOSEPH DESTEFANO: It's okay.
I'm here. I'm here to help.

ALDERMAN SPARROW TOBIN:
(Indiscernible) him up.

ALDERMAN PAUL JOHNSON: Oh, yeah, yeah.

MAYOR JOSEPH DESTEFANO: I'm here to
help. I went home and fell asleep on the couch,
so I had to come back. I'm a little dazed.

PRESIDENT J. MIGUEL RODRIGUES: Little?

MAYOR JOSEPH DESTEFANO: Yeah. That's why you're here, yeah. First we'd like to -- we have two people leaving the council this evening. First is Sparrow Tobin. Maria, can you just switch to the slide there. We had -- confusing Maria too. So...

DIRECTOR MARIA BRUNI: (Indiscernible).

MAYOR JOSEPH DESTEFANO: On behalf of the city, I wanted to sincerely thank Sparrow for his dedicated service to our community and his time on the common council. His commitment, thoughtful leadership, and passion for our city has certainly made a lasting impact on Middletown, and his efforts have helped improve the lives of our residents across our neighborhoods, and especially in the 4th Ward.

When Sparrow made that extra effort, you went outside the 4th Ward. You took on issues. You were important citywide and to our community. So we're also thankful that you're going to be taking the place in the county legislature.

You know, for the best past three-plus years, we haven't had representation for the

majority part of our city. People like Janet Sutherland, who represented at the time a small part of our city, and this coming term she represents more because of the redistricting. But at the time, Janet really stepped forward. And Mike Paduch had a smaller section -- the small section of the city also.

But for the most part, we had very little if no representation from our county legislator who represented our city. You are now going to step into that position. We know you will do a good job, but at the same time we wanted to thank you for your leadership here on the common council and wish you the best. So if you could come up, we'd like to present a plaque to you on behalf of myself and the members of the common council.

(Applause)

Our next is Alderman Kleiner. You know, at the Middletown Democratic Committee meeting this past week, the dinner we had, we honored Gerry for his service to the Middletown Democratic Committee, which extends many, many years. But tonight, I wanted to express my gratitude and the gratitude of the community and

the city in the 2nd Ward for Gerry and his 16 years of dedicated service on the Middletown Common Council. Unlike Mr. Masi, Gerry is a man of conviction on the counsel. He's always looking out for --

ALDERMAN GERALD KLEINER:

(Indiscernible).

MAYOR JOSEPH DESTEFANO: -- always looking out for others. You really have -- you've been the historian for city in many, many respects, especially the council, bringing up historical issues for the city of Middletown at our meetings reminding us why things were the way they were here in the city. So I will miss your thoughtful comments on national affairs here at the meetings too.

And in recognition of your 16 years of service to the city of Middletown, we would like to present you this plaque for your leadership, your integrity, and your deep care for the city of Middletown. And some day we're going to see all those pictures that you've taken over the years.

MAN 2: Thousands.

MAYOR JOSEPH DESTEFANO: Yeah,

thousands of pictures. So we -- if you can come up, Gerry, we'd like to present you with a plaque also.

(Applause)

MAYOR JOSEPH DESTEFANO: That's it.

(Indiscernible).

PRESIDENT J. MIGUEL RODRIGUES: All right. And now remarks of the mayor.

MAYOR JOSEPH DESTEFANO: Just sat down.

PRESIDENT J. MIGUEL RODRIGUES: Yep.

MAYOR JOSEPH DESTEFANO: I already mentioned Legislator Janet Sutherland, and Janet's here this evening as the resolution that we have today on the floor for the Coach USA that we discussed on the Board of Estimate primarily is -- it has moved as quickly as it has over the past couple of months because of Legislator Janet Sutherland.

When she got involved in the project, she took it on because the project -- you know, it stalled during COVID and we were unable to move the project. So between Janet, Jacob Tawil, and the county planning department and Steve Neuhaus in the county, we had a meeting here at the Middletown Transportation Center, the current

one.

And Janet took the bull by the horns and really made it -- made the project move. A few days ago we did get an email from Coach clearing up the purchase issue, and we are now on our way to move forward on that project. So I wanted to publicly thank Janet for her efforts in making that effort restart, I guess is the best word. But it really was stalled for a few years, and she deserves all the thanks. So, thank you, Janet Sutherland.

The next is the O&W project. We finally closed on the project. And by closed that -- on the tax credits on Friday. As you know, this project is a \$43 million project. Probably will be a little bit more by the time we're done. But a key part of it in order to make it affordable, we have a significant investment of Middletown money into this project, Middletown taxpayer money into the project.

But in order to make this project even affordable, the RECAP had to step forward. RECAP is putting in \$9.8 million into this project. And the other part of it, key part of this project was some other state and deferral grants

that we received. And the delay was the new market and the historic tax credits. So the total of the three credits, historic tax credits federal, was approximately \$5.3 million.

Historic tax credits state were about \$3.6 million. And they came through the NTCIC as the investor, and that's a national group.

And then W Ventures, a -- new market tax credits came up with about \$5.3 million. And out of that, the next expense to the city was about \$1.9. So we're going to net about \$12 million on this project. But the key was we could not award the contracts until the new market's tax credits were closed, and that is now done. And the historic tax credits. That is now complete.

I believe next Thursday or this Thursday, there is a meeting at the engineer's office to kick off the project. And so you will now see progress being made. The erector set that we've seen for the past few months is going to change, and the project is moving forward. It's very costly, well worth it in my opinion and I think the residents of the city of Middletown, especially with all these additional funding

opportunities.

So, I want to thank Maria Bruni, Caitlin McNamara, Leonora, who handled the new markets and historic tax credits. I want to thank Jacob Tawil for his work on the project also and his advice as moving forward on the project. If the project fails, it's Jacob's fault, not mine. It won't fail. It'll be a great project.

And even our insurance agents Greg Townsend and Brian Seigerman. They did a great job. It was really intense with the weekly phone calls where 40-plus people on a call on a weekly basis trying to coordinate all the. And then as you came down to the wire, they almost became dailies calls.

I wasn't on all of them, but Maria, Caitlyn, Aliyah, and Leonora were, and they really did a great job. Alex Smith participated a wee bit, but for the most part we had outside counsel on this, Baker and Hostetler I think out of Texas, but people who specialize in these types of deals.

It's the first time in my recollection that we've ever done a new market project. I

don't recall the city doing a historic tax credit project. The reason why it makes it so complicated is that a government is not eligible to sell the tax credits, so we had to create LLCs, for-profit entities, lease banks, and all types of things that are really behind my -- beyond my pay scale.

But all of the advisors that we brought in were able to make it work, and we closed on the project, and we now have the money in hand or commitments in hand, and the project is moving forward. Next Maria?

If you had the opportunity, we had a film at the Paramount Theater, and it was a true story from 1991 here in the city of Middletown, Teenage Wasteland where teenagers who taught video journalism in high school went -- who took teenage journalism in high school went beyond the typical student projects and uncovered an illegal toxic waste dumping scandal that became big news in this area and this region and nationally. Made a lot of national news.

The catalyst was Fred Isseks, who encouraged his students to use camcorders. They did a lot of filming, as I mentioned at the last

meeting. Miguel was in the -- one of the cameramen when he was in high school with this. And we just had a lot of positive feedback from all over, emails to the city, saying what a great job was done in, you know, not knowing that we're the school district. It really was a school district project.

But as you know, the school district did sign off on the movie rights to -- and they're donating -- the producers are donating a \$50,000 scholarship to a Middletown High School student. So a great project. Hopefully it'll make the big screen. Supposedly Netflix is looking at it, and -- but the community really came out in support of Fred and all those involved in the movie, and it was a great movie.

I also had the opportunity to speak at both Monhagen Middle School and Twin Towers Middle School taking questions. Kevin was there as -- working with the school district, and there were a lot of good questions from a lot students. They do pay attention. They were -- this was their civic class, I guess, and we had a snow date but we did make it up.

And there were a lot of good questions.

I wanted to thank the Middletown School District for inviting me, and I really had -- you see some of the students in the picture here that were the proctors for the question-and-answer period, and they did a great job. So I wanted to thank the students and the faculty and the administration of the Middletown School District.

It was -- I hope I don't screw up her name. Alexandra (Indiscernible), I think. Close enough Kevin said, right? (Indiscernible)? All right. See if she can say DeStefano correctly. But we had a great time. There was about 45- to 50-minute sessions, each one, and they did a fantastic job prepping the students. And the students did a great job and -- with their questions and follow-ups.

We also have restarted, not myself, but the Pattern -- Hudson Valley Pattern for Progress, has once again begun the Regional Mayor discussions, which up until COVID, we were meeting on a monthly basis. And this group now is starting to meet with City of Beacon, Peekskill, Kingston, of course Middletown, Port Jervis, and the City of Poughkeepsie, and I believe the City of Newburgh too will be in on

the monthly calls or the -- whenever needed.

But it's starting to discuss issues, regional issues, advocacy, and was actually a great forum when we had it meeting in place. We are now doing it on Zoom, but we will be meeting probably on a quarterly basis possibly to have further discussions. And this is to advocate for local small-city issues, both locally and statewide.

So we had our first meeting last week. I want to thank Jonathan Drapkin, a former Pattern for Progress director, and Adam Bosch, the current president of the Pattern, for putting this back together. And it really was full of information for all of those that were on the call.

We also have -- we'd like to introduce -- or not introduce, invite the community to the eight annual Middletown Festival of Lights menorah lighting on Sunday, December 21st. It will begin at 5 p.m. at Run4Downtown Park. Our rabbi assistant from the Temple Sinai will be there. I think it's especially important in light of what happened in Australia that our community step forward and show some support.

And so you're all invited, including the public, to this event at the Run4Downtown Park on North Street.

And also, last night Mr. Masi I know attended the Middletown Police Department Youth Leadership Academy graduation here at city hall. And I believe they had at least 25 graduates. My understanding is it's Sergeant Welch's last graduation. She'll be retiring sometime this year. And as some students were so impressed with the project and the program that they came back and took it for a second time to wish Sergeant Welch the best.

So I want to congratulate the chief on his beautiful community outreach program, and it's had much success. And you can see that by the looks in the eyes of the kids in the pictures. So that's all I have. If you have any questions, I'd be more than happy to address them.

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

MAYOR JOSEPH DESTEFANO: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Remarks of department heads. Economic development?

DIRECTOR MARIA BRUNI: Good evening, everyone. I just want to give a special thank you to my department team that was working on the tax credit capital stacking and all those phone calls and Zoom calls, and just amazing work, and the time spent on it. And so I would like to personally thank them all as well.

We have a ribbon-cutting tomorrow. Wizard of Dolls on 5 South Street, 3:30 p.m. Come join us to welcome a new retail in our community. Looking forward to the ribbon-cutting tomorrow. And all -- just looking for support on the resolutions I have on tonight's agenda, and wish everybody happy holidays and looking forward to another successful new year. And I thank you for everything.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Maria? Thank you, Maria. DWP commission?

COMMISSIONER JACOB TAWIL: Good evening, all. I want to start with thanking Alderman Kleiner and Alderman Tobin for their services. Alderman Kleiner has been -- always kept us on our toes and all the time discussing every little detail about every little project

that we really got involved in.

We will miss you very much. I know you're not going to be going too far, and neither is Alderman Tobin, but I'm sure you'll continue to come and be a very effective influence on all the decisions that are made in the city of Middletown. We appreciate that very much. Thank you for everything.

Alderman Masi, the reservoirs are at 69 percent, so we keep dropping. It's relatively dry. We are in a -- very dry for a few months for some reason. Hopefully Thursday night into Friday we'll make up some between the accumulated snow and a couple of inches we're going to get. Hopefully that will help us.

But we are ready to start bypassing and skimming from Indigo if we need to. But we're holding back to see where this weather is going to take us because it just -- there's no predicting it.

I'll run through the capital projects as well very quickly. We had a problem with the under drain system and the dissolver flotation at the package plant, which is -- basically it's failed diffuser that was fixed. The guys from

the water department Brian Smith and the crew in there, they jumped in and they were very effective along with H2O, the private operators that we have for the water treatment plant.

We're waiting for some test results for some paint system that we used. Once the test results come in from the lab and they are cleared, then we can put the dissolver rotation package plant back in line again on an as-need basis because it's not needed because we don't have that much water demand at this time.

Thirty-six water main to replace the twenty-four-inch raw water main. The design is in progress. I had very short meeting with the design engineers B&L, Barton and Loguidice, and we had to discuss some major tie-ins and so on and so forth to simplify the project. And that's moving along very well, the design.

Heritage Trail, which is segment from West Main Street all the way to Ingrassia Road, that's under design and now we're discussing security cameras. And the mayor, he wanted to incorporate additional parking, which we -- that was studied, evaluated in some leftover city property, and that was a great idea from the

mayor. And now it's going to come to reality to add more parking behind the Salvation Army.

The court, city court project is moving very well, and just moving forward with the construction. Short Line project, the mayor updated you on it. And I'm just moving quickly, very quickly with this to come to a fluoride incident. I just want to tell the public about the fluoride incident that happened at our water treatment plant.

It occurred back in November 10th, and during a shift when our licensed water treatment operators, one operator he inputted the wrong decimal point on the SCADA system, which caused fluoride to overdose a significant amount of gallons into the water over a five-hour period.

Unfortunately, the operator did not tell the chief operators. And behind me sitting here are our private chief operators. I asked them to come into the meeting in here just to show that, you know, they have a tremendous amount of investment into our system in here, and they have a personal investment. I've known these people many, many years. The older guy. The young guy, he's -- I just met him a few

months ago. But the older guy, I worked with him for many, many years.

PRESIDENT J. MIGUEL RODRIGUES: Which one?

COMMISSIONER JACOB TAWIL: But he was -- when he was superintendent of some private water system and I was the design engineer for that private system. So he used to be my boss at some point. I'm his boss now. So that's -- so I brought him in here to show the -- you know, the level of commitment that they have and to help me answer any questions in case of any questions about dates, quantities, and all that stuff that I may not have for you readily available because they leave it there.

Keith is there, you know, every day and he's monitoring the whole situation. So the problem happened is that the operator, the license -- the Department of Health licensed operator did not follow his rules and regulations. He did not report the overdose to the chief operator. If he did, the chief operator would have immediately informed me and I would immediately inform the mayor. And then we would have taken steps to flush and recover the

fluoride that was overdosed into the system.

That did not happen. I only found out about this when the chief operator came into my weekly meeting on Tuesday, last Tuesday, a week from -- last week. So he informed me of the situation immediately. We informed the Department of Health. Department of Health, they started doing their own thing, their own investigations. We started doing our own investigations and our own reporting, and so on.

And we found out that there are some certain things that we have to improve in our system so this situation does not happen again or minimize it. Nothing is impossible. We're dealing with humans, and sometimes, no matter how many checks and balances we put in, things could happen. And the idea is to catch them whenever they happen and to react, to recover.

Things will happen at any given point in time, whether it is accidental or purposely or whatever. It's just the idea is finding out immediately and getting into the process of recovering, meaning capturing the chemical before it goes into the distribution system.

So far, based on the amount of fluoride

that was fed and based on the testing that was done, we could not detect any elevated level of fluoride into our distribution system. Remember it was fed over a month ago. But all the tests -- we are required to do five. We're to do entry point three times a day. Correct, Keith?

KEITH HERBERT: Correct.

MAYOR JOSEPH DESTEFANO: Three times a day we have to test for fluoride, meaning the entry point, which is when the treated water leaves our water treatment plant side and it goes into the distribution system. Before it gets into the distribution system, we're required to do that three times a day to test for fluoride with a grab sample.

And nothing was detected for -- no elevated level of fluoride was ever detected. And in the distribution system we have to do that five times a week. I'm speaking from memory right now. And Keith --

KEITH HERBERT: Correct.

MAYOR JOSEPH DESTEFANO: -- correct? Five times a week we have to take samples throughout the distribution system for fluoride. And we did not catch any elevated level of

fluoride. So it's some kind of a mystery in here. We're trying to pin it down more and more and more to see if really what happened and the quantity of fluoride. Maybe it was exaggerated. Maybe it was not 44 gallons per minute over five hours. Maybe it was over much longer period of time.

So we're doing the calculations. Albany Department of Health is involved. Orange County Department of Health is involved, and we all put our heads together. So Tuesday we found out about the incident. Wednesday we unplugged the system. The mayor and I, we made the decision.

We wrote the department of health. We said, look, we're going to stop feeding fluoride until we install additional measures of controls in there. That will safeguard against this matter being repeated. Minimize the potential of it being repeated.

And one of the things we did, so everybody can understand, we took a larger chemical feed pump, put it to the side, and we installed a small chemical feed pump. So the operator even, by inputting the wrong number on

the SCADA system -- and the SCADA, basically it's the computerized system that controls the entire water treatment plant. It varies the quantity of chemicals. It varies the flow. It -- we can decide which drain to run. All the drains, none of the drains, what amount of flow, what amount of chemicals. All that's done through that computerized system. But the operator has to do that, input the information.

There are lots of alarm systems in there. So improved -- so we threw out the larger chemical feed pump. Now we have much smaller chemical feed pump capable of feeding basically just a little bit higher than what we anticipate to be using. So even if the operator makes a mistake, chemical feed pump cannot pump much higher number than 12 gallons per day versus 7 gallons per day is what we need. So 4 gallons versus 7 gallons, the amount.

So, also, we set up alarms in there. It changed our operating procedures, so no operator, licensed operator can change any set points of the alarm or alter any alarms without written instruction from the chief operator. Although they are licensed, although they are --

some of them are -- most of them are the highest level license that you can have an operating water treatment plant, but we want to have all the checks and balances and following the chain of command. And this way we will have more accountability.

We changed our SCADA system so that it will log people out two minutes after they sign in. So if you make any changes, the SCADA system will capture your name and will tell us exactly what you did at that time. It's all accountability and all that stuff. Again, this water treatment plant has been running without any hiccup 24 hours a day for the past over 15 years without any issue.

This is the first time that I recall that we ever had any overdose. And the trouble is it was not reported. With that, I will conclude my remarks. If you have any questions for me...

PRESIDENT J. MIGUEL RODRIGUES: Any questions for Commissioner Tawil? Thank you.

COMMISSIONER JACOB TAWIL: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Fire chief.

CHIEF ROBERT BRADY: Good evening.

Tonight you guys are going to be voting on nine new volunteer members, which is great. Again, we're bringing in a lot of new members, a lot of new faces. Hitting the high schools and getting the younger members in is really working for our recruitment side. That's a good problem that we're having.

Fire calls, we are ending the year with a bang. Working fires, we are up probably 25 percent from last year. On Thanksgiving we had a second-alarm fire on Bonnell Place, and then on 12/7 we had a second-alarm fire on 127 Academy Ave., which I also would like to thank the police chief and his members that were there that helped evacuate four of the residents.

Daytime fire was well advanced. Yeah, aggressive attack and everyone went home. I think the one resident was taken to the hospital for smoke inhalation. And that's all I have.

PRESIDENT J. MIGUEL RODRIGUES: Any questions for the fire chief? All right, thank you, Chief. Police chief.

CHIEF JOHN EWANCIW: Good evening. The graduation last night was actually a great

turnout. It's a great event. As it was mentioned, Sergeant Welch will be retiring the early part of 2026. I don't know exactly yet. Hopefully it gets pushed off for a time. The kids last night were great. They actually -- as the mayor mentioned, several of them -- this is more than -- they've done it more than one time because they enjoy the program. They enjoy interacting with Sergeant Welch.

We know they are going to be big shoes to fill. That was the eighth graduation of the Youth Leadership Academy. That was something we built from the ground up. That was a quick conversation between myself and Sergeant Welch that has grown. She's taken that and really, you know, expanded it and like allowed it to grow into what it is today, along with all the other members of the department what work with her to make that successful. So little recognition there.

But none of that can be done without the support of all of you as well. So we appreciate that you continue to give us the support to do the programmings that we want and the things that we want. And I'd like to thank

you all for everything that you've supported the police department with through 2025. Alderman Kleiner, Alderman Tobin, I wish you the best as you enter into the next part of your journeys. You will be missed. I'll still be here, so if there's anything I can do for you, by all means.

This Thursday, the police department has partnered with the fire department, the school district, several of our local businesses from restaurants to some of the grocery stores and the Salvation Army. We're going to do a community dinner to give back to some of the people in the community that maybe have fallen on hard times or need some extra support.

So this Thursday, Salvation Army will be prepping throughout the day cooking and then serving between 4 and 7. So if anybody would like to join us, we'll be over there. We have several volunteers. We appreciate all of the support. All of the businesses that we spoke to didn't even hesitate; absolutely, we'd love to help the community.

All of our partners from the fire department, the school district, everybody is like absolutely we'll be there. So we appreciate

that, and we're hoping for -- to have a positive impact on the community. And it's going to be great for us to be able to give back to the community as well.

And then lastly, I have happy holidays. You know, I wish you all and your families a happy, safe holiday, and I look forward to working with you in 2026.

PRESIDENT J. MIGUEL RODRIGUES: Okay. Thank you, Chief. Any questions? Thank you, Chief. Senior director?

DIRECTOR JULISA SIERRA: Good evening to all. Thank you so much for this opportunity. I want to just say we're ending the year with happiness and good things, and I pray that for the next coming year the senior center will continue to grow with your support and your encouragement of new programs.

I want to especially thank Alderman Kleiner for always supporting us, and now you have the time on your hands. So I hope that you visit us in our programs. And Alderman Tobin, same with you, that you continue to flourish in your new endeavors. And that's all I have. Thank you.

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

CLERK RICHARD MCCORMACK: I just wanted to also extend thanks and congratulations to Alderman Tobin and Alderman Kleiner for your work on behalf of the city. It's been a pleasure working for you the last few years. Sparrow, I look forward to working with you on the county, and, Gerry, I'm sure I'll see you around. Don't be a stranger. Happy holidays.

PRESIDENT J. MIGUEL RODRIGUES: All right. Remarks of aldermen. Alderman Masi?

ALDERMAN JOSEPH MASI: Thank you. Alderman Tobin, we've only been together for a short period of time, but you've certainly demonstrated leadership, and thank you for all the hard work. And now teaming up with Janet representing Middletown, we're looking forward to working with you.

Gerry, you and I have been together for many, many, many years. You know, with you leaving, you now make me the oldest person on this council. But we always didn't agree on every issue, but you were very passionate in

whatever you did and whatever you believed in, and you went forward with it. And I think you did a tremendous job, and you are going to be missed here. And I wish you, obviously, the best. And I know we'll continue to see you.

Everyone out there, whether it's merry Christmas, happy Hanukah, or happy Kwanzaa, I wish you all the best, and a happy and healthy new year to everyone.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Witt.

ALDERMAN KEVIN WITT: Thank you very much. First, I just want to mention that tomorrow on Wednesday, December 17th, the Middletown School District is having a job fair, the lower level gymnasium from 5 to 7 in Middletown High School. They're hiring or we're hiring full-time educators, teaching assistants, security aides, and bilingual keyboard specialists.

They're hiring part-time special education aides, monitors, and food service workers. So if you're looking to work even, you know, part time or full time, I know a lot of cases where part time becomes full time. So

please consider this. It's on our website.

There it is. Thank you.

To Gerry and Sparrow, this was a good team right here, and I'm going to miss it. I really am. I think you guys both served honorably. I think you both remain true to who you are. You tried hard, and you both made a difference. So I wish you both the best of luck, and thank you for your service.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green?

ALDERMAN ANDREW GREEN: Excuse me.

Thank you very much. Yeah. Alderman Tobin, we came in the same freshman class of aldermen, as you would say. It's been a pleasure to work with you and I look forward to continuing to work with you as you move to the county level and see all of the wonderful things you'll be able to do for us there.

Gerry, we've still got two weeks, so I don't know why I'm saying anything right now. But, you know, it's been nothing short of a great learning experience for me. You've been a wonderful colleague, a wonderful mentor, and a wonderful friend. I'm going to miss having you

sitting next to me, but I know you'll never be far away. And I'm sure we'll see you at plenty of constituent meetings. I hope you still come and be in the audience there and certainly we'll lean on your for your historical expertise and all you are so passionate about. So thank you so much for your service. And that's all I have. Happy holidays, everyone.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Kleiner.

ALDERMAN GERALD KLEINER: I was going to say nothing this evening, but no one would believe me. So, I want to report -- well, first let me say that this was the youth leadership academy, and thank you to the chief and for Sergeant Welch.

It is amazing to see the young people understand that the police do and what community is all about and want to get their picture taken. So that was terrific, and I'm happy to be invited to it.

We had our constituents' meeting last Monday, and it was cold. But I thank Chief Ewanciw and Officer Brownstein for being there. They explained a lot about the new software. And

it's amazing what it tells you and -- without reading plates or anything specific like that. It just gives you a whole lot of information on traffic patterns. And so, Chief, thank you very much for that.

The warming station will have two training dates coming up at 7 p.m. on January 6th and January 26th. So if you think you'd like to help and you think you'd like to volunteer, please come to the Mulberry House on those days. We had our big meeting today with everyone from the county and locally involved in the warming station. And again, the chief and lieutenant were there and very proactive in dealing with issues in transportation.

And when you -- the warming station's been full most nights. Been more than full, so you have a question of what do you do with the overflow. And they've been working on that and very successfully. So thank you, chief. Thank you, Lieutenant Thoelen.

I hope to see everybody at the Festival of Lights. That's -- I think this is the eighth one now that we've done, and it's a good -- it's a very good way for the community to get together

and show support. Thank you for the Democratic Committee, who also gave me a special plaque and very meaningful inscription. And it was really nice to get that. So thank you.

The Middletown city departments have been terrific. And I don't think people appreciate really how good the departments are. And our police department is unbelievably good and gets compliments from everywhere. DPW, you know everything they do. It's an amazing, really unbelievably well-functioning department.

Our assessor has been terrific. I know they're supposed to be independent from the city, but she's appointed by the city and she's been terrific. The whole department has corporation counsel. Give Alex credit.

PRESIDENT J. MIGUEL RODRIGUES: Some credit. Don't give him too much credit.

ALDERMAN GERALD KLEINER: Well, he's done everything we've asked. And the finance office, you know, we couldn't ask for more. Maria, community development, and Caitlin and everybody in her office, the city clerk's office, Indira and Laura -- Lori. And Rick has done a great job.

The mayor's office runs this city beautifully. The senior center is very popular, and we -- thanks, Julisa, and everybody and the staff there. They do a great job. The bid, the Paramount, parks and rec, it's -- we had that presentation at the last meeting, and anybody who says there's nothing for kids to do in Middletown just isn't paying attention. But kids and adults too.

So -- and also, the fire department, both paid fire department and the volunteers, to -- amazing turnout and -- we get. And thank you, Andrew, for what you do for the fire department. It's terrific.

I'll not only be around, but I'm still going to be the president of the Middletown Historical Society. That's technically the Historical Society of Middletown and the Wallkill Precinct, Inc. We're open. And this is my twelfth year as president. So I'm -- I say I'm the involuntary president of the all-volunteer society.

But until someone else wants to take over, we really think it's important. And Peter Laskaris has been our city historian for 40

years, and just an encyclopedia of Middletown history. And last year we were open on Christmas day and New Year's day. This year we'll be open on Christmas Eve and New Year's Eve because everyone stays from 1 to 4 regardless. So unless the whole city gets closed down for ICE or something, that's it.

I have learned, not having the Empire Plan anymore, what a mess the insurance field is. So we're doing the best we can to deal with that, but it's amazing. And the federal government is not helping at all. There are so many human rights that people don't understand. There's human rights that we officially as a country no longer recognize.

So -- and I noticed this year they did not have the student art exhibit in -- and it's their take on human rights. There isn't one this year. So unless that comes up sometime in the future, but it's hard to tell what human rights means anymore. Corruption, it's just out of control.

So I don't know. Trump Derangement Syndrome means something different to me than it does to Donald Trump. But anybody who calls

people low IQ and then says they're going to reduce healthcare costs by 700, 800 percent by 1,200 percent, and they're calling someone else low IQ, it's really unbelievable.

So that's -- there's so much, but I just basically say thank you to everyone Thank you to everyone on the council. It's been terrific working with you. Thank you, Miguel. Thank you, Rick. Thank you, Mayor. Thank you to everyone in the city. And maintenance, I mean, he's terrific.

So I guess I'm a fan of the constitution. That's what my political science and my graduate philosophy work tells me. I do tell people when I went to Austin to graduate school, my tuition was \$50 a semester. But what I don't remember to say is that high-test was \$.16 a gallon. So those were different days.

But I hope to make it to the ribbon-cutting tomorrow. I'll be at the historical society. I'll see if I can get out for that, but meanwhile happy Winter Solstice. Happy -- merry Christmas. Happy Hanukah. Happy Kwanzaa. Happy New Year, and thank you very much, everyone.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES:

Alderwoman Wray.

ALDERWOMAN KATE WRAY: It's hard to believe we're not going to hear your remarks again. That's concerning. Because I've got to say over the years, Gerry, the amount of things I have learned about not just Middletown, but your pretty cool and fantastic life, I really hope you've documented it in some way.

Because I would love having a conversation with you and going home and be like, kids, did you know what Gerry Kleiner did when he was younger? It was just that you really have such an amazing story, and it's such a pleasure to have worked with you these years. And I love that you have an unwavering passion for what you do.

And you being at the historical society, I can't imagine who I would go to about anything Middletown besides you. So it's been an absolute pleasure and honor, and I hope you enjoy relaxing and not having to be here mixing it up with us all the time.

And, Sparrow, it's been great to work with you, but we're going to still work with you

because now you're a legislator. How great did that work out for us? So I congratulate you on your win, and I'm excited to see what you do up there at the county level.

I would like to thank all of the employees here in the city of Middletown because we sit here and we approve the projects, and we approve how we spend the money, but you guys are the reason it all works. You know, between our fire department, our police department, every city employee, parks and rec, what we're doing here and what we offer is astonishing.

And it's because our employees are just a cut above. I mean, I've been to other municipalities, and I -- the friendliness and the helpfulness of our staff, this is why we are what we are here in Middletown. So I'm proud of you all, and thank you for a very successful year.

And as we close out this year, on a personal note, I just would like to say to everyone here in the city, you know, my family and I had a tough year. And I cannot thank you all enough for the support for myself and my kids, and just really reaching out. And I just feel very, very loved here, and I just thank you

very much for all that you've done for me and for mine. So, with that, I can't say enough how lucky I am to be a Middie. Happy holidays.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Johnson.

ALDERMAN PAUL JOHNSON: Well, well, well. So several years ago, I referenced the movie *The Boys in the Boat*, and I still think it's a good analogy today. We pull in synchronicity with the same oars. We don't have a lot of substantive dialogues here at the council table, but that does not mean that substantive dialogues did not take place.

I want to wish both of you the best. Of course, Gerry, you're not totally rid of me because you're still going to be on the Community Campus Committee, first Wednesday of every month. So mark that back down on your calendar.

Sparrow, we're obviously looking forward to great things, and we appreciate all that you've done for this council.

O&W, congratulations. You had brief glimpses over the last few months of a very arduous and painstaking process involving dozens of people at various points in their levels of

organizational skills, shall we say, of trying to keep everything straight. And just congratulations. It just was not easy even though you tried to make it look easy.

Teenage Wasteland, you know, I was on the board back in that day, and that whole department and project was not without controversy at the time. Mayor referenced going to the middle schools and being -- noting the civic mindedness of those children. And when you watch this movie, which I assume most of you did, which was -- if you lived it, it was riveting, just think how all those elected officials in all those clips, when they went to work that day and said, oh, there's a bunch of teenagers coming in to talk about the environment.

And then the look on their faces when those were the questions, and it was all being filmed. And the answers really didn't work out that well for many of those people as history proved. So congratulations to Dr. Isseks. And I think one of the best parts of that were seeing the clips of the kids in high school and then interviewing those four or five people as adults thinking back to how it was.

Of course, Miguel was on the cutting room floor, but you probably had a noteworthy mention for that. So I appreciate that.

PRESIDENT J. MIGUEL RODRIGUES: I made 60 Minutes.

ALDERMAN PAUL JOHNSON: Oh, was that you there? Oh, okay.

PRESIDENT J. MIGUEL RODRIGUES: I was there.

ALDERMAN PAUL JOHNSON: Congratulations.

PRESIDENT J. MIGUEL RODRIGUES: And for four years I was a camera guy.

ALDERMAN PAUL JOHNSON: See? I didn't see you in the credits, but I'll go back and watch it again.

PRESIDENT J. MIGUEL RODRIGUES: I'm there.

ALDERMAN PAUL JOHNSON: Okay. You know, it is the holiday season, but I'm sorry that we have to acknowledge the events of the last week. Three -- at least three of you on this council have children who are either in undergraduate or graduate levels of their education. I finished giving my students at Fei

Tian, all four of them, their final exam.

My granddaughter just started high school, so I'm in a tunnel of sorts. I will try to hold down the septuagenarian seat here at the council table, but it won't be easy. They're children. Some may say, well, they're not children, they're young adults. But in my world, in my mind, they're children. I spent a semester with four children who -- many of whom came from Vietnam, came to a different country, mastered a second or third language, and tried to navigate being a freshman at college taking biology.

All of your children have done the same thing, and whether we want to talk about guns or not, I don't. But the fact of the matter is we should never lose sight that all of these children know what it means to shelter in place. And that is not a good thing. Thanks.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Jean-Francois.

ALDERMAN JUDE JEAN-FRANCIOS: Yes.

Good evening. I have to start with Gerry. Gerry, thank you for your wisdom and your knowledge. I don't know if you remember when I first come on board, you took me to the

historical building, and you took me aside to show me around all of those pictures. To me, it looked -- the place looked like a big flea market. It has so much stuff in there, and Gerry was showing me the pictures, you know, and plates, and all kind of stuff. I was like wow.

And when I left there, it was -- I had so much knowledge just being in the city of Middletown. Thanks to you for your wisdom. Thank you for your service. You definitely will be missed. The meeting will be a lot shorter without you, but...

ALDERWOMAN KATE WRAY: We still have Jacob.

ALDERMAN JUDE JEAN-FRANCIOS: But thank you for all you do, Gerry. Appreciate it. Good luck moving forward in anything that you do. All right.

Sparrow, on behalf of the 4th Ward community, we thank you for what you do. Thank you for being a great partner over the years. We really pushed each other, especially during the campaign season and with you calling me. Are we going to go out today? Usually you picked three days out of the week. I said, man, I'm not up to

it. Come on, let's go for a couple of hours. And once I hear that, that gets me going. And we always, you know, go out there and do what we're supposed to do. I want to thank you for everything that you do, all right? You rock, man. I think you'll do well as a county legislator. Good luck with everything. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Tobin.

ALDERMAN SPARROW TOBIN: Well, I encourage everybody to go to the Festival of Lights. It's very festive. It's a great event. As I step down after eight years, I have two things that I've been working on I'll pass off to the next public safety committee chair. The speed bumps, we have two locations. The plan was to put them in as a pilot and see how they work.

So the next step is to get the data from the police chief to see how effective they are and then decide if you guys want to move forward with them. And then how effective they are. I think they're effective. And then step two would be to create guidelines to, you know, and requirements if you want to put them in other

places in the city.

The nuisance calls, I think Alex is working on the third draft of the iteration of the nuisance calls. So someone will have to pick up on there. Gerry, you know, it's been such a pleasure to work with you. I know you're on the Democratic Committee. You have so much institutional and historical knowledge about the city. It's been great to work with you and get your perspective.

And I would say you're the John Perrino of the city council. And if you know John Perrino, I think that's a compliment. So you're always everywhere, and I truly look forward to seeing those pictures too.

I don't usually speak at great length, but tonight at my final city council meeting as alderman, I want to take a moment to say thank you. Thank you to the voters, my fellow aldermen and women, the mayor, and all the people I've had the privilege of working with in this role. It has truly been an honor.

And as I look ahead, I'm excited to continue serving by representing Middletown and the county legislature. Sitting here, I realize

I will miss these meetings more than I expected. While we handle serious business, there's always been a great sense of humor in this room, and you could see that tonight. You could feel that. And that has made the work both meaningful and enjoyable.

I especially want to thank my partner Jude. We work well together, always pushing each other to do our best. I couldn't have asked for a better partner over the last eight years. I will truly miss working alongside you.

I look forward to working with Legislator Janet Sutherland in the future for Middletown. Over the time -- over my time on the council, I've learned a great deal about our water system and our sewer system, screw pumps, copper sulfate. Tonight I learned about fluoride. Traffic lights, code enforcement, local laws, how the local government really works.

But more importantly, I've learned how deeply this mayor and common council care about the city and how thoughtful every tax dollar is stretched to deliver the greatest benefit to our residents. Because it really is.

I've also learned that we are fortunate enough to have some of the most talented department heads in the region. Their work speaks for itself. The way they collaborate is so impressive. They're exceptional professionals and even better people.

I've never brought them a problem that they didn't give their full effort and attention to solving or find the right person who could. I have learned what a forward-thinking police chief and dedicated police force we have. They truly are the heroes and our city is safer because of it. The same could be said of our fire department.

I've walked almost every street and every neighborhood in this city, and in doing so, I've learned just great our neighbors and our family owned businesses are, and how they care about our city. And one thing I still haven't learned, though, is what's going on with that taxidermy dog in front of DPW, why we have so many streets named after oak trees, and how keeps stealing all my pens. I'm down to my last one.

ALDERMAN JUDE JEAN-FRANCIOS: I've got one.

ALDERMAN SPARROW TOBIN: But some things -- yeah, I think that's mine. Some things I guess will remain a mystery. But I could go around the room and praise each of you individually, but that would take a long time. So instead, I'll close by saying how much I have appreciated your opinions, your perspective, and your dedication. Each of you brings unique talents to this team, and our city is better because of it. Thank you.

(Applause)

PRESIDENT J. MIGUEL RODRIGUES: All right. Lastly, I want to congratulate Gerry on his retirement. I met Gerry once taking pictures of me and my kids, and I didn't know who he was. Then I thought he was the media or he was The Record or something.

And then I realized that he's just a regular guy, and he got involved. And we had some battles, but we always respect each other. We've gone back and forth for many, many years. I think Gerry only missed one or two meetings the whole time, right? Only two meetings. That takes a lot, you know? That's a lot of commitment and dedication.

So I know you're going to be around. I know you'll speak up if we do something not right or anything. I know how you are, and I do appreciate you. You know, when you come in here and you tell us about the history and everything, I always double check and I always Google it to make sure you're right. You are right, and it's always a pleasure.

Any time you talk about Gettysburg, I take the trip down to the Gettysburg and look for anything from Orange County, and especially from the city of Middletown.

And Sparrow Tobin, we've been friends, we've been going back and forth. You email me any time of the night, 2:00 in the morning if there's a stop sign that's broken or anything. It's always been great.

The county is changing, but I -- you know, I know that you will bring the right leadership. I don't want a \$15,000 grant every year. Hint, hint, I want money, you know? It's like we want representation. It's, I believe, one meeting a month.

So -- and I know you'll do good. I know that you will represent the city of

Middletown in the right way, and I look forward to working with everybody on the county level. And just make sure that if Newburgh gets something, we get double what Newburgh gets. If Port Jervis gets something, we get double than Port Jervis. Just make sure you bring it back home. So that's the biggest key.

Congratulations again. I know you are welcome any time at the county -- at our meetings to speak and come up and give us any updates. Heritage Trail, let's not wait another 30 years. Let's get it done. Let's work on it. And go from there. Thank you.

All right. New business.

CLERK RICHARD MCCORMACK: Good evening. We have a resolution sponsored by Alderman Kleiner authorizing an amendment to the city code to remove a handicapped parking space at 9 Sunnyside Avenue.

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

ALDERMAN KEVIN WITT: Yeah. Thank you. So we agreed about a year or so ago to put this

in. This is -- a landlord had a tenant who was in need of this, and it was with the idea that we would get rid of it when it was time to get rid of it, and that time has come. And the landlord held up her end of the deal by letting us know about this. So I just wanted to give you the background on that, okay? Thank you very much.

PRESIDENT J. MIGUEL RODRIGUES: Okay.
Anyone else? 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 and amendment to the 2026 budget for
senior trip funding.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner authorizing a \$20,779.71 budget transfer for the purchase of desks for the Department of Public Works.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
authorizing a \$6,744 budget transfer within the
2025 Parks and Rec budget for the repair and
replacement of the boxing room carpet.

PRESIDENT J. MIGUEL RODRIGUES: A
resolution sponsored by Alderman Kleiner.
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.

Resolution sponsored by Alderman Kleiner
authorizing an agreement with Docu Sign.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Tobin. Any discussion?

Alderman Kleiner?

ALDERMAN GERALD KLEINER: I just wanted
to mention that these resolutions were all
discussed at the board of estimate. So we do

know what they're about. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Anyone else? 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: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: Wray? I was looking right at you too.

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.

Thank you very much. Resolution sponsored by Alderman Kleiner authorizing the approval of the 2026 tax warrant.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Tobin. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois? 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 \$350 transfer within the 2025 senior center budget for telephone expenses.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
authorizing an agreement with Pets Alive Inc. for
the trap, neuter, and release program, TNR.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
authorizing an agreement with Pets Alive Inc. to
shelter stray cats and dogs.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
authorizing a \$20,000 transfer in the 2025
Department of Public Works budget for repair and
maintenance to sanitation vehicles.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleinter
authorizing a \$13,191 transfer for repairs to the
sprinkler system at the Paramount Theater.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner authorizing a \$10,025 transfer within the 2025 water budget to cover costs and repairs to a water main break.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner

authorizing transfers within the 2025 Paramount

Theater budget.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner authorizing a \$2,643 transfer within the 2025 city clerk's budget for city code updates.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution by Alderman Kleiner. 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.

Resolution sponsored by Alderman Kleiner
authorizing an \$852 transfer within the city
clerk's '25 budget for EZ Pass tags.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.
Resolution sponsored by Alderman Kleiner
authorizing a \$2,000 transfer within the city
clerk's '25 budget for end-of-year expenses.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution by Alderman Kleiner. 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.

Resolution sponsored by Alderman Kleiner
authorizing an \$815 transfer within the 2025
Economic and Community Development budget.

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

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois? 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 \$8,709.22 transfer within the 2025 Office of Economic and Community Development budget for the small business loan program.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
authorizing a \$50,673 budget transfer within the
2025 police budget for cameras at Wolslayer
Field.

PRESIDENT J. MIGUEL RODRIGUES:
Resolution sponsored by Alderman Kleiner.
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.

Resolution sponsored by Alderman Kleiner
authorizing the mayor to execute Paramount
Theater rental and related agreements.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner authorizing the acceptance of Amendment Number 8 for additional 2025 funding for the Golden Era Transportation Program.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner

accepting the transfer of real property located at 19-35 Roberts Street and authorizing execution of related documents.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
authorizing an amendment to City Code Chapter
460, Vehicles and Traffic as it Pertains to
Scooters.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
accepting the --

ALDERMAN ANDREW GREEN:

(Indiscernible).

CLERK RICHARD MCCORMACK: I got that.

I don't have to repeat. Resolution sponsored by
Alderman Kleiner authorizing a \$27,000 transfer
within the Department of Public Works budget to
replace pedestrian crossing poles and related
equipment.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
authorizing an agreement with the Humane Society
of Port Jervis and Deerpark for stray animals.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Tobin. Any discussion?

Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois? 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 and agreement with the Humane Society of Middletown for sheltering stray dogs and cats.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

Resolution sponsored by Alderman Kleiner
authorizing a \$66,384 budget transfer within the
'25 Department of Public Works budget for a
vehicle for the commissioner of public works.

PRESIDENT J. MIGUEL RODRIGUES: Motion
by Alderman Kleiner. Seconded by Alderman Tobin.
Any discussion? Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois? 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: Fine. 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
appointing Juanita McMillan, Thomas Preston Lee,
Shawn Williams, Nicole Everett, Talaya Miller,

Mackenzy Hagan, Isaiah Soto, Ashley Ortiz, and Erick Rodriguez as volunteer firefighters.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

Seconded by Alderman Tobin. Any discussion?

Alderman Kleiner?

ALDERMAN GERALD KLEINER: Big thank you to all of them.

ALDERMAN ANDREW GREEN: Well said.

PRESIDENT J. MIGUEL RODRIGUES: Anyone else? 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.

Resolutions sponsored by Alderman Kleiner authorizing budget transfers within the 2025 fire department budget for a replacement vehicle.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Kleiner.

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.

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.

ALDERWOMAN PAUL JOHNSON: Second.

PRESIDENT J. MIGUEL RODRIGUES:

Seconded by Alderman Johnson. Roll.

CLERK RICHARD MCCORMACK: Tobin?

ALDERMAN SPARROW TOBIN: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Wray?

ALDERWOMAN KATE WRAY: Aye.

CLERK RICHARD MCCORMACK: Kleiner?

ALDERMAN GERALD KLEINER: Aye.

CLERK RICHARD MCCORMACK: 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: 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 24, 2025



**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 Authorizing 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 the 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 Economic 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 Authorizing a \$35,000 Transfer within the 2025 Fire Department
25 Budget for a Replacement Vehicle for the Chief

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 Transfer 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

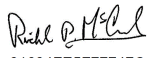


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED


By: Alderman Masi
 Seconded by: Alderman Witt
 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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025
 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 movie. 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 our 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 --

ALDERMAN JOSEPH MASI: Santos --

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.

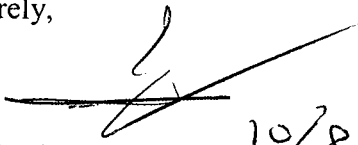
The proposed zoning change aligns with the city's goals of promoting economic development, increasing housing availability, and enhancing community services such as creating parks with walking trails and picnic areas. The property's location at 137 Linden Ave can not only increase the housing capacity 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, Mayor

 Date

10/23/25

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

THE FOLLOWING WAS PRESENTED

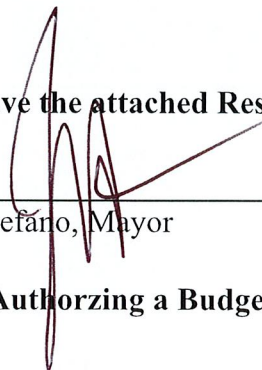
By: Alderman Witt
 Seconded by: Alderman Johnson
 Date of Adoption: October 21, 2025
 Index No: 278-25

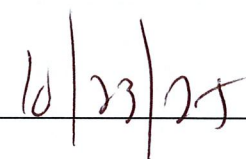
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


 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

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

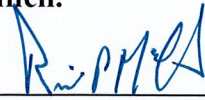


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

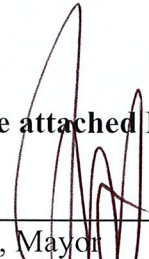
By: Alderman Masi
 Seconded by: Alderwoman Wray
 Date of Adoption: October 21, 2025
 Index No: 279-25

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 10/23/25

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 Material and Supplies	\$16,824.84

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 *J. Tawil*
 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

BUY MEMO Needed

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.

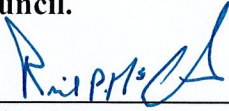


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

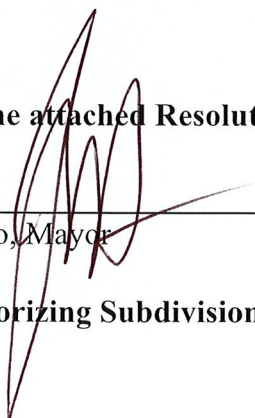
By: Alderman Green
 Seconded by: Alderman Witt
 Date of Adoption: October 21, 2025
 Index No: 280-25


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;

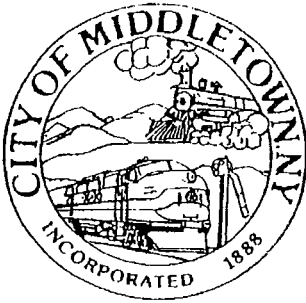
NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown hereby authorizes and approves the subdivision and lot line change for the property located at 2 Low Avenue, SBL 17-3-14.1; and

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 _____

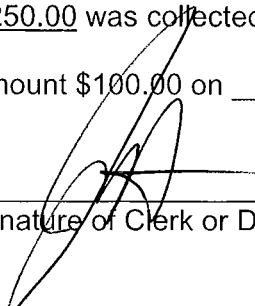
TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

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 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

Richard P. McCormack
Notary Public- State of New York
NO. 01MC6302099
Qualified in Orange County
Commission Expires April 28, 2026

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

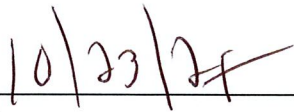
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


 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 10/23/25

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
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LOCALIQ

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

PO Box 631202 Cincinnati, OH 45263-1202

AFFIDAVIT OF PUBLICATION

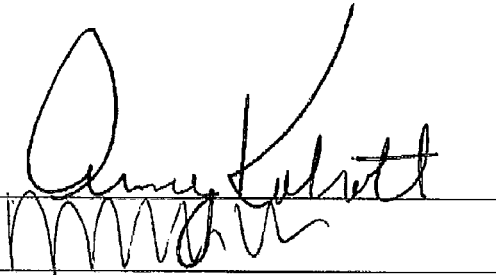
Richard McCormack
City of Middletown
16 James ST
Middletown NY 10940-5724

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

8.25.26

My commission expires

Publication Cost:	\$50.33	
Tax Amount:	\$0.00	
Payment Cost:	\$50.33	
Order No:	11695680	# of Copies:
Customer No:	684389	1
PO #:	10.6 Public Hearing	

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: _____

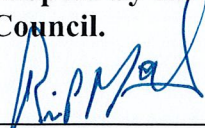


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

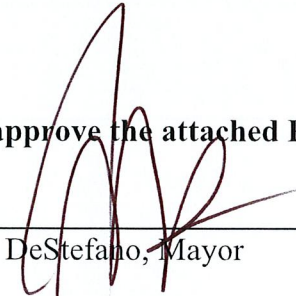
By: Alderwoman Wray
 Seconded by: Alderman Tobin
 Date of Adoption: October 21, 2025
 Index No: 282-25

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**

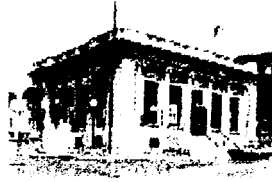
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to effectuate this transaction.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	supplemental insurance check
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JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

October 14, 2025

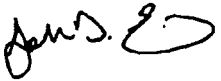
Honorable Joseph DeStefano
Mayor-City of Middletown and
Board of Estimate and Apportionment
16 James Street
Middletown, NY 10940

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,



John Ewanciw
Chief of Police

JE:ccd

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

896D 99928150

SA03562



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:
OVRPUNS2-121:
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 10/03/25 ACCOUNT NUMBER J99 FILE NUMBER 007 PP F6H8980 E

ONE THOUSAND FIFTEEN AND 00/100

PAY: \$****1,015.00

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

007179
SA03562

James M. [Signature]
AUTHORIZED SIGNATURE

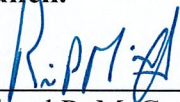


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

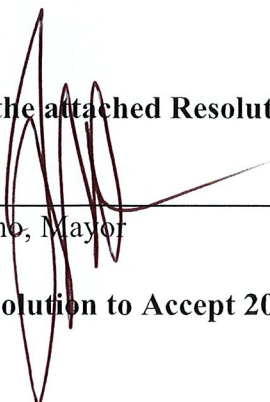
By: Alderman Johnson
 Seconded by: Alderman Jean-Francois
 Date of Adoption: October 21, 2025
 Index No: 283-25

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
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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".

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 that reads "Justin O'Connor".

Justin O'Connor
Director

JMO:bp
cc: Leonora Liz

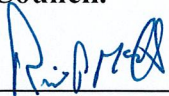


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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

Date 10/23/25

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)

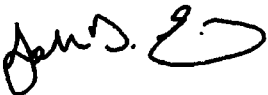
Dear Mayor DeStefano and Members of the Council:

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,



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

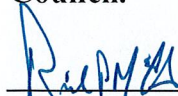


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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

10/23/25
 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.

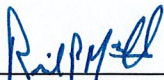


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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

10/23/25
 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 Personal Services	A.3410.103 Overtime	\$100,000

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 10/23/25

**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.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
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			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
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:			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? 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?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
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? 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?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
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? 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: _____ _____ _____	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> 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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>City of Middletown Common Council</u> Date: <u>6/19/2025</u></p> <p>Signature: <u></u> Title: <u>Commissioner of Public Works</u></p>		

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, linner 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 <input type="checkbox"/>	YES <input type="checkbox"/>
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:			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.35 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:				
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):				
<input checked="" type="checkbox"/> Parkland				

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? 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?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
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? 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?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
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? 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: _____ _____ _____	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> 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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If 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:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____ _____		
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____ _____		
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____ _____		
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
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____ _____		
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>		

EAF Mapper Summary Report

Monday, August 11, 2025 3:34 PM

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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

Agency Use Only [If applicable]

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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

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

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

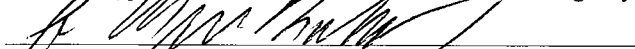
City of Middletown Common Council

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)

PRINT FORM

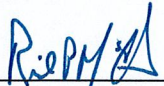


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

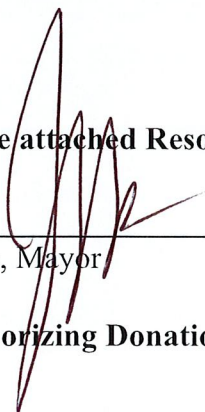
By: Alderman Green
 Seconded by: Alderman Kleiner
 Date of Adoption: October 21, 2025
 Index No: 288-25

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.	Joeph 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: <input checked="" type="radio"/> Troop <input type="radio"/> Crew <input type="radio"/> 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?

When do you think your project will be completed?

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
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.
<i>Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."</i>	
Yes _____ No _____	
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

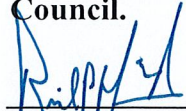


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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

10/23/25
 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

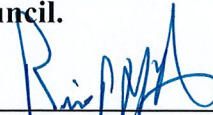


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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 10/23/25

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

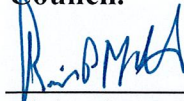


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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

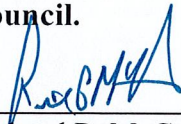


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

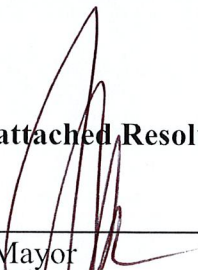
By: Alderman Jean-Francois
 Seconded by: Alderman Green
 Date of Adoption: October 21, 2025
 Index No: 292-25

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

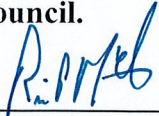


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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 10/23/25

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

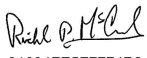


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED


By: Alderman Kleiner
 Seconded by: Alderman Green
 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.

Signed by:

 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.

DocuSigned by:

 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: Alderman Tobin
 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.

Signed by:

 81634FE5F77747C...
 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.

DocuSigned by:

 058B3BE40BAF42B...
 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 §139-1, 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

By: _____
 Title: _____
 Date: _____

VENDOR

DocuSigned by:

 By: Joseph M. DeStefano
 Title: Mayor
 Date: 12/18/2025

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"
1b. Effective Date of Membership in the Group 03/15/2008	
1c. The Proprietor, Partners, or Executive Officers are <input checked="" type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a". 146002297
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 complying 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:  01/01/2025
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.

DocuSigned by:
Joseph M. DeStefano
By: _____ Date: 12/18/2025
953B3BE49BAF42B... 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.

12/18/2025

DATE

City of Middletown

BUSINESS NAME

DocuSigned by:

Joseph M. DeStefano

953B3BE49BAE42B

SIGNATURE

Joseph M. DeStefano

NAME

Mayor

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:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
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).

COMMERCIAL GENERAL LIABILITY

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.

- A. Owned Watercraft - 25 Feet Long Or Less
- B. Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards
- C. Who Is An Insured - Employees And Volunteer Workers
- D. Who Is An Insured - Owners, Managers Or Lessors Of Premises
- E. Who Is An Insured - Lessors Of Leased Equipment
- F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- G. Knowledge And Notice Of Occurrence Or Offense
- H. Blanket Waiver Of Subrogation
- I. Contractual Liability - Railroads
- J. Damage To Premises Rented To You

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.

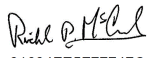


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED


By: Alderman Kleiner
 Seconded by: Alderman Tobin
 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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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: Alderman Tobin
 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.

Signed by:

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.

DocuSigned by:

Joseph M. DeStefano, Mayor

12/18/2025

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: Alderman Tobin
 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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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

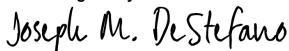
By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 344-25

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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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
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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 16st 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

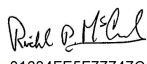


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

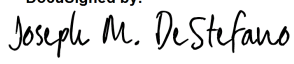
By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 345-25

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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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
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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: Alderman Tobin
 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.

Signed by:

 81634FE5F77747C...
 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.

DocuSigned by:

 053B3BE40BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025

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 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:
 Rick McCormack, City Clerk

Attachments:

1.	Pets Alive Contract 2026
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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.

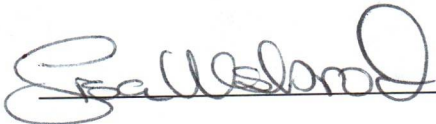
TNR Locations:

- 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

DocuSigned by:

963B3BE49BAF42B...

Joseph DeStefano, Mayor

12/18/2025

Date




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

THE FOLLOWING WAS PRESENTED


By: Alderman Kleiner
 Seconded by: Alderman Tobin
 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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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:
 Rick McCormack, City Clerk

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 Joseph M. DeStefano, its Supervisor/Mayor duly authorized to do so, and to be attested by Richard P McCormack, 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)

DocuSigned by:

Joseph M. DeStefano

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Supervisor/Mayor

Attest:

Signed by:

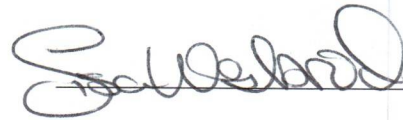
Bill P. McNeil

81634FE5F77747C...

City Clerk

Pets Alive INC.

Attest:



Pets Alive



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
 Seconded by: Alderman Tobin
 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.

Signed by:

Richard P. McCormack
84634EE5E77747C...

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.

DocuSigned by:

Joseph M. DeStefano

953B3BE49BAF42B...

Joseph M. DeStefano, Mayor

12/18/2025

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: Alderman Tobin
 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.

Signed by:

 81634FE5F77747C...
 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.

DocuSigned by:

 853B3BE49BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025

Date

Resolution Authorizing a \$13,191.25 Transfer for Repairs to the Sprinkler System at the Paramount Theater

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 \$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.

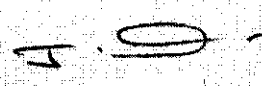
FROM	AMOUNT	TO
1. General Fund	\$13,191.25	A.1620.470 Repairs to Building

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	Prepared For
Matt Waldman sullivanfirematt@gmail.com 8458074111	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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Is General Information Sign provided, securely attached and legible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the control valves with locks in correct (open or closed) position?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the control valves with locks locked or is supervision in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the control valves with locks accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the control valves with locks free from any leaks?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the control valves with locks properly identified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the control valves with electrical supervision in correct (open or closed) position?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the control valves with electrical supervision locked or is supervision in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the control valves with electrical supervision accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the control valves with electrical supervision free from any leaks?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the control valves with electrical supervision properly identified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the gauges on system showing normal water supply pressure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Have the mechanical waterflow alarm devices passed tests by opening inspector's test connection/bypass connection with alarms actuating and flow observed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Do valve supervisory switches indicate movement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	The electrical waterflow alarm devices passed test by opening inspector's test connection/bypass connection with alarms actuating and flow observed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
All control valves operated through full range and returned to normal position?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		

ALARMS

Are alarms and supervisory devices not damaged?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		
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FIRE DEPARTMENT CONNECTION

Is the FDC plainly visible and easily accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the FDC swivels and couplings not damaged?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the FDC caps and plugs in place and undamaged?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the FDC gaskets in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA	Is the FDC identification sign(s) in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Has the interior of the FDC been inspected, and clear of obstructions?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA	Is the visible piping supplying the FDC undamaged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA

PIPES

Are the visible pipe and fittings in good condition with no external corrosion?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA	Do visible pipe and fittings have no mechanical damage or leaks?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Does visible pipe have no external loads?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are visible pipe hangers and seismic braces not damaged or loose?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Has an assessment of internal condition of piping been performed in the last 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA		

SPRINKLER HEADS

Are visible sprinklers in the proper position: upright, pendent, sidewall?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are visible sprinklers free of corrosion and physical damage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is there proper clearance below the sprinklers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are visible sprinklers free of foreign materials including foreign paint?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is there liquid in all visible glass bulb sprinklers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are there spare sprinklers and a sprinkler wrench?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

5 YEAR

Have gauges been replaced or calibrated?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		
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Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

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Sullivan Fire Protection Corporation
 6 Railroad Plaza
 South Fallsburg NY 12779
 (845) 434-4030

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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the fire hose connections free of damage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the hose valves in place and free of damage or leaks?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the threads on the hose connections valves free of damage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the hose connections cap gaskets in place and free of deterioration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are the hose connections caps in place and free of damage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the hose connections valves free of physical or visible obstructions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Is the standpipe piping on the system free of damage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are all of the pipe support devices (hangers, seismic bracing, etc.) in place and free of damage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are all of the supervisory signal initiating devices free of damage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

TESTING

Do valve supervisory switches indicate movement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Are all control valves operated through full range and returned to normal position?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Have hose valves for Class I and Class III systems passed opening and closing test?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Did hose valve for Class II systems pass opening and closing test?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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

Conducted by: Ted Degraw

Property

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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	Temper 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

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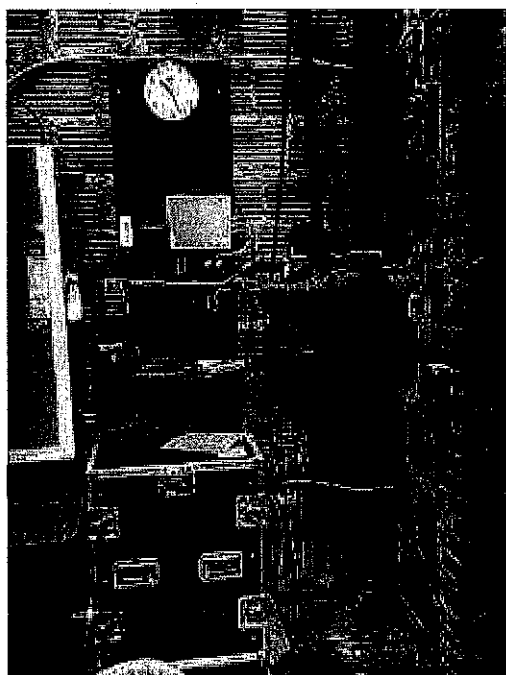
Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
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Questions with Photos and Notes

Stage right - N/A - 1.5"

Notes:



Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

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Conducted by: Ted Degraw

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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

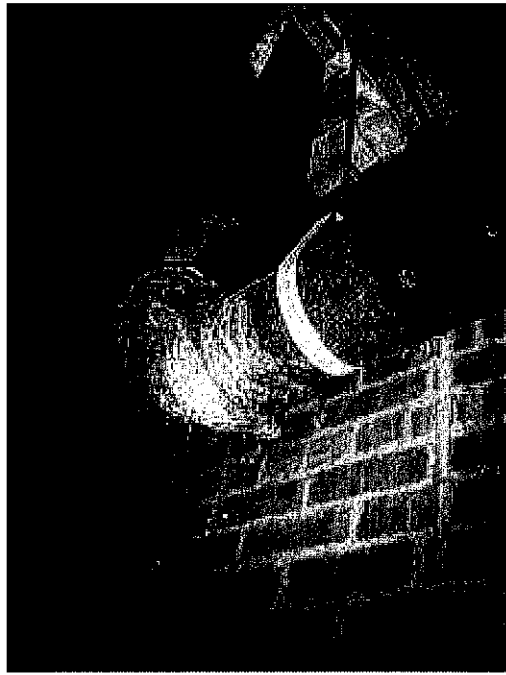
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Deficiency #2 - Photo #1



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
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Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
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Deficiency #3 - Photo #1



Date Taken: November 25, 2025

Report of Inspection / Test

Annual NFPA 25

11-25-2025

Property

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Conducted by: Ted Degraw

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Deficiency #3 - Photo #2



Date Taken: November 25, 2025

Report of Inspection / Test

Annual NFPA 25

11-25-2025

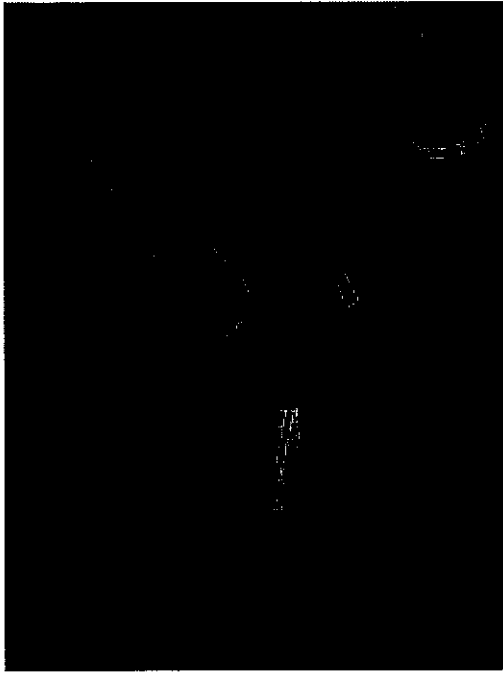
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Conducted by: Ted Degraw

Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

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

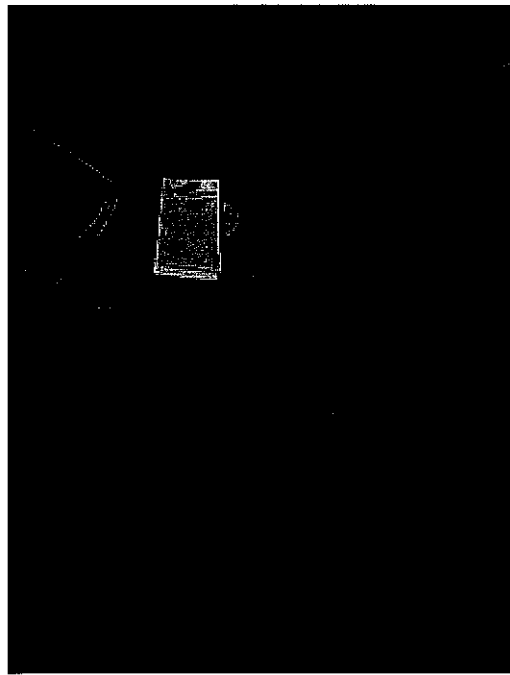
Property

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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 #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
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 #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
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

None

Deficiencies - Drain Valves

None

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

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

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

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

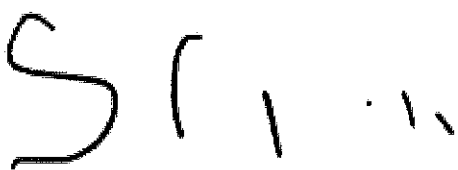
Sullivan Fire Protection Corporation
6 Railroad Plaza
South Fallsburg NY 12779
(845) 434-4030

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: Alderman Tobin
 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.

Signed by:

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.

DocuSigned by:

953B3BF49BAF42B

Joseph M. DeStefano, Mayor

12/18/2025

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 EQUIPMENT RENTAL	F.8340.400 CONTRACTUAL	\$2,500
F.8340.200 EQUIPMENT	F.8340.400 CONTRACTUAL	\$7,525

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

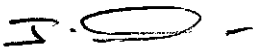
	FROM	AMOUNT	TO
1.	F.8340.479 Equipment Rental	\$2,500.00	F.8340.400 Contractual
2.	F.8340.200 Equipment	\$7,525.00	F.8340.400 Contractual

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 
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.



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 James St
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 Middleboro</i>		JOB NAME: <i>Water Dep.</i>	DATE: <i>11/21/20</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 Dobson Ave

QUANTITY	UNITS	EQUIPMENT/LABOR/DESCRIPTION	HOURS EACH	TOTAL HOURS	COMMENTS
3		<i>labor</i>		10.5	<i>each</i>
1		<i>operator</i>		10.5	
1		<i>Trench Riller</i>		4	
1		<i>Supervisor</i>		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: *B. J. [Signature]* *Rep. Comm C/Middleboro*

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 ERIN BOYCE - OWNER/PRESIDENT	Signature <i>Erin Boyce</i>

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	Wages			Benefits			
			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	Wages			Benefits			
			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	Wages			Benefits			
			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	Other
CONNOR DECKER		142.46	248.42	92.27	7.83	67.50
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	[----- Wages -----]			[----- Benefits -----]			
			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

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
	<hr/>
Net Pay:	6,733.58

U.S. Department of Labor
Wage and Hour Division

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.

NAME OF CONTRACTOR OR SUBCONTRACTOR **Boyce Excavating, Co., Inc.** ADDRESS **2817 Route 6 / PO Box 367** PROJECT OR CONTRACT NO.
 OMB No.: 1235-0008
 Expires: 04/30/2021

PAYROLL NO. **2** FOR WEEK ENDING **11/21/2025** PROJECT AND LOCATION **CITY OF MIDDLETOWN**
16 JAMES ST MIDDLETOWN NY 10940

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S IDENTIFICATION NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
			Sat 15	Sun 16	Mon 17	Tues 18	Wed 19	Thurs 20	Fri 21				FICA	WITH- HOLDING TAX	NYSDS	DISABILIT Y		OTHER DEDUCTIONS
SEE ATTACHED																		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 4.2(e). The Capeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish 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 worker or mechanic has been 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 any 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 S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(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.	

Date 11/21/2025
 I, ERIN BOYCE OWNER/PRESIDENT
 (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 CITY OF MIDDLETOWN (Contractor or Subcontractor) that during the payroll period commencing on the 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.




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

THE FOLLOWING WAS PRESENTED

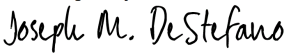
By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 351-25

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.

Signed by:

 81634FE5F77747C...
 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.

DocuSigned by:

 953B3BE49BAE42B...
 Joseph M. DeStefano, Mayor

12/18/2025

Date

Resolution Authorizing a \$26,500 Transfer within the 2025 Paramount Budget Transfer

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 Theater 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
----	---------------------------------------

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

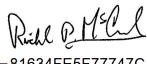


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED


By: Alderman Kleiner
 Seconded by: Alderman Tobin
 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.

Signed by:

 81634EE5E77747C...
 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.

DocuSigned by:

 953B3BE49BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025

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: Alderman Tobin
 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.

Signed by:

 81634FE5F77747C...
 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.

DocuSigned by:

 053B3BE40BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025
 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

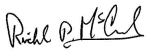


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

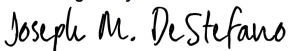
By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 354-25

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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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: Alderman Tobin
 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.

Signed by:

 81634FE5F77747C...
 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.

DocuSigned by:

 053B3BE40BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025

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: Alderman Tobin
 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.

Signed by:

 81634FE5F77747C...
 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.

DocuSigned by:

 053B3BE40BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025
 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

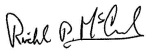


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED


By: Alderman Kleiner
 Seconded by: Alderman Tobin
 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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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

(914) 777-5700

Service

(914) 777-5700

Email

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

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**

- 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.

DocuSigned by: X <i>Joseph M. DeStefano</i> <small>963D2DE40BAE43B</small>	Joseph M. DeStefano _____ Print Name	12/18/2025 _____ Date
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: Alderman Tobin
 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.

Signed by:

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.

DocuSigned by:

Joseph M. DeStefano, Mayor

12/18/2025

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: Alderman Tobin
 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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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: Alderman Tobin
 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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

Date

Resolution Authorizing a \$35,000 Transfer within the 2025 Fire Department Budget for a Replacement Vehicle for the Chief

BE IT RESOLVED; that the **Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment** and hereby authorizes the City Treasurer to transfer a total amount of **\$35,000.00** within the 2025 Fire Department 2025 budget, as recommended by the Fire Department Treasurer, in the following manner:

FROM	TO	AMOUNT
A.3410.204 – Radio Systems	A.3410.200 – Fire Department Other Equipment	\$6,000.00
A.3410.401 – Uniform Allowance	A.3410.200 – Fire Department Other Equipment	\$5,000.00
A.3410.433 – Personnel Training	A.3410.200 – Fire Department Other	\$3,000.00

A.3410.492 – Fire Recognition	Equipment A.3410.200 – Fire Department Other Equipment	\$10,000.00
A.3410.493 – Training Field Improvements	A.3410.200 – Fire Department Other Equipment	\$6,000.00
A.3410.494 – Personnel Education / Paid Men	A.3410.200 – Fire Department Other Equipment	\$5,000.00

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: Alderman Tobin
 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.

Signed by:

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.

DocuSigned by:

Joseph M. DeStefano, Mayor

12/18/2025

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:
Rick McCormack, City Clerk

Attachments:

None

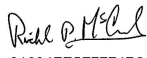


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED


By: Alderman Kleiner
 Seconded by: Alderman Tobin
 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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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

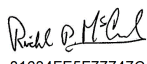


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

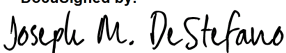
By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 363-25

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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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

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 City of Middletown	PHONE 845-343-3169	DATE December 12, 2025
STREET 16 James Street	JOB NAME (3) masters and (3) Slaves for Pedestrian Signs	
CITY, STATE AND ZIP CODE Middletown, NY 10940	JOB LOCATION 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

DocuSigned by:

Joseph M. DeStefano

Signature _____

959B3BE49BAF42B...

Signature _____

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: 12/18/2025

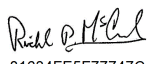


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

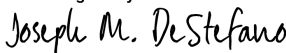
By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 364-25

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.

Signed by:

 91634FE5F777476...
 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.

DocuSigned by:

 953B3BE49BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025

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
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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 Joseph M. DeStefano _____, its Supervisor duly authorized to do so, and to be attested by Richard P McCormack _____, 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

DocuSigned by:

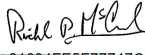
Joseph M. DeStefano

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Supervisor

Attest:

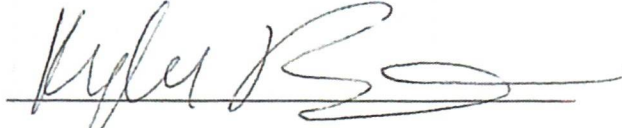
Signed by:



81634FE5F77747C...

City Clerk

THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.



President

Attest:



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

THE FOLLOWING WAS PRESENTED

By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 365-25

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.

Signed by:

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.

DocuSigned by:

Joseph M. DeStefano, Mayor

12/18/2025

Date

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

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	Scan2025-12-15 143233
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142 Bloomingburg Road
Middletown, New York 10940

Tel: 845-361-1861

Fax: 845-361-5881



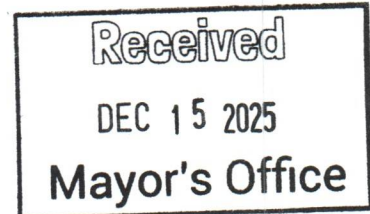
Open Daily
12 Noon - 4pm

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,

A handwritten signature in blue ink that reads "Marlene K. Freehill".

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: *Maureen K. Szechtel*
Board President

12/9/25
Date

DocuSigned by:
Joseph M. DeStefano
Municipality Supervisor

12/18/2025
Date

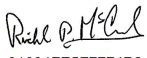


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

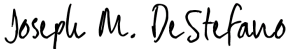
By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 366-25

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.

Signed by:

 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.

DocuSigned by:

 Joseph M. DeStefano, Mayor

12/18/2025

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.

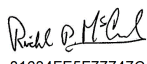


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

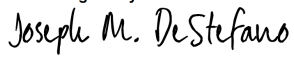
By: Alderman Kleiner
 Seconded by: Alderman Tobin
 Date of Adoption: December 16, 2025
 Index No: 367-25

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.

Signed by:

 81634FE5F777476...
 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.

DocuSigned by:

 063B3BE40BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025

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
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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: Alderman Johnson
 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.

Signed by:

 81634FE5F77747C...
 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.

DocuSigned by:

 053B3BE40BAF42B...
 Joseph M. DeStefano, Mayor

12/18/2025
 Date

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

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

Prepared by:

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 22-26

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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Re-appointing Alderman Paul Johnson to the City of Middletown Local Development Corporation

Be it resolved that the Common Council of the City of Middletown confirms the Common Council President's reappointment of Alderman Paul Johnson to the City of Middletown Local Development Corporation, for a term expiring on December 31, 2026.

Prepared by:
 Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 23-26

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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing a Proposal from RBT CPA, LLP for the Auditing Services for Fiscal Year 2025

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby approves the proposal submitted by RBT CPAs, LLP to provide auditing services for the City of Middletown for fiscal year 2025; and be it further

RESOLVED, that the total cost of said auditing services shall not exceed Seventy-Five Thousand Dollars (\$75,000.00); and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all agreements and related documents necessary to effectuate this resolution, subject to review and approval by the Corporation Counsel.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	City of Middletown and Middletown IDA CDA Proposal
----	--

PROPOSAL PREPARED ESPECIALLY FOR:

City of Middletown,
City of Middletown IDA, and
City of Middletown CDA

Professional Independent Audit Services



October 6, 2025

Submitted by:
Shannon M. Mannese, CPA, CFE
RBT CPAs, LLP
11 Racquet Road, Newburgh, NY 12550
845-567-9000



LIMITED LIABILITY PARTNERSHIP
CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS



LIMITED LIABILITY PARTNERSHIP
CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS

October 6, 2025

Leonora Liz, Treasurer
City of Middletown
City of Middletown Industrial Development Agency
City of Middletown Community Development Agency
16 James Street
Middletown, NY 10940

Dear Leonora Liz:

RBT CPAs, LLP is pleased to submit our proposal to City of Middletown, City of Middletown Industrial Development Agency, City of Middletown Community Development Agency for Audit Services for fiscal year ending December 31, 2025.

The RBT CPA team has an in-depth understanding of the work to be performed. Our firm is fully qualified and prepared to commit significant resources and provide the highest level of service to ensure your requirements are met.

We are one of the largest public CPA firms in the Hudson Valley. We have been named a Great Place to Work. Plus, we are a committed corporate citizen that gives back to the communities where our team and clients live and work.

By choosing RBT CPAs, you get peace of mind knowing you hired the best. You can trust us to do our job ethically, professionally, and on time every time. We are confident our team of dedicated professionals, our extensive experience in the Hudson Valley and beyond, and our significant level of partner involvement will meet or exceed your highest expectations.

In addition, you can be 100% confident that local RBT CPAs team is doing the work and handling your financial information, from start to finish. We never send work outside of the U.S.A. We know and trust every single one of our team members. We conduct our due diligence and can attest to our associates' qualifications and

backgrounds. We support the local causes our team members care about. Plus, we believe hiring local people and keeping jobs in the communities where we operate is simply the right thing to do.

We hope you agree that RBT CPAs is the right organization for your Audit so we can show you firsthand the exceptional client experience, high levels of professionalism, and unwavering ethics we bring to each engagement.

Please let us know if you need any additional information or have any questions. We hope to hear from you soon.

Very truly yours,

Shannon M. Mannese, CPA, CFE

Shannon M. Mannese, CPA, CFE
Partner
845-485-5510
smannese@rbtcpas.com



Section 1: Audit Process

Activities	Dates
<p>In Person Pre-planning Meeting</p> <ul style="list-style-type: none"> • Discuss audit scope and special areas of review • Discuss potential assistance needed above and beyond the scope of the audit • Agree upon coordination plan 	<p>January 2026</p>
<p>Interim Fieldwork</p> <ul style="list-style-type: none"> • Prepare assessment of general control environment, complete all risk assessment related work and fraud reviews • Prepare documentation and testing of monitoring/application controls for the revenue, purchasing/payable, payroll and treasury cycles • Read/abstract government grants and contracts for the year • Prepare confirmations for cash balances and debt • Receive initial schedule of federal expenditures (SEFA) from the City for planning of single audit 	<p>January 2026</p>
<p>Year-End Audit Procedures</p> <ul style="list-style-type: none"> • Test select asset accounts including grants, contracts, and other receivables • Test select liability accounts including debt and government advances • Test grant and contract revenue, contributions and other revenue and expenses • Test Schedule of Expenditures of Federal Awards • Perform OMB Uniform Guidance compliance testing • IDA and CDA completion 	<p>March and April 2026</p>
<p>Completion</p> <ul style="list-style-type: none"> • Closing meeting with management team; review management letter • Meet with management to discuss audit results • Deliver final reports (including final Quality Review) 	<p>June 2026</p>
<p>Other Deliverables</p> <ul style="list-style-type: none"> • Filing of data collection form with clearinghouse 	<p>June 2026</p>



Section 2: Proposed Fee

We estimate our fees* for the services requested to be as follows for the fiscal years ended December 31, 2025:

Professional Service	2025
Annual Audit of the City of Middletown	\$75,000
Annual Audit of the City of Middletown Industrial Development Agency	\$4,850
Annual Audit of the City of Middletown Community Development Agency	\$5,600
Total	\$85,450



We are proud to say our services are never outsourced or offshored and are solely prepared in the USA

*Estimated out-of-pocket expenses are included in the quoted rates and, therefore the fee is an all-inclusive price.

We believe in “earning our way” and will continuously look for ways to increase the efficiency of our services each year, thereby keeping our fees at a fair level year after year. If our estimate does not meet your expectation, please provide us an opportunity to review our fees and determine if our understanding is not correct. We would never want fees to preclude us from an opportunity to continue working with the City, the IDA, and the CDA.

Our fee estimate is based on receiving closed trial balances by an agreed upon date. Records and schedules should be in audit-ready condition, see description on following page. We also anticipate full support from your staff during your audits, in preparing schedules and analyses, gathering necessary documentation and data, and responding to inquiries in a timely manner.



Audit-ready records include, but are not limited to, providing the following documents according to the audit timetable:

- Bank reconciliations agree to cash account balances to bank balances and include support for any reconciling items.
- Detailed receivable schedules, whether due from federal, state, or other governmental sources, agree to receivable balances and include supporting documentation.
- Schedule of utility income and receivable balances reconciled to general ledger.
- Detailed payable schedules agree to liability balances.
- Detailed schedule of bans and bonds reconciled to general ledger/debt service expense.
- Calculation of property tax revenue and deferred revenues.
- Schedule of salaries/personal services and compensated absences are reconciled to general ledger and governmental reports, as appropriate.
- Detailed schedule of open projects, tax reductions, employment data and other information to conform with the PARIS report.
- Detailed schedule of fixed assets shows opening balances, additions, disposals, and ending balances by type of asset.
- Completed schedule of federal expenditures (SEFA), including CFDA numbers, reconciled to general ledger expenditures and federal revenues by program.

Our fees contemplate routine consultation regarding accounting, tax, and other business matters. The City, the IDA, and the CDA should not be concerned about receiving a separate bill for each phone call. In fact, we strongly encourage regular communication and the opportunity to resolve issues as they first appear. In general, we believe the key to fees for services is clear communication of what you will receive, when you will receive it, and how much it will cost. Whether it is through the financial and operational focus of our audit, our year-round service philosophy, or a special consulting assignment, you can always be assured we are committed to quality service that provides demonstrable value.



From time to time, however, you may request that we perform research or services that are above and beyond the scope of the audit process. Such additional services would be billed separately and would include any assistance with the implementation of new standards. We will, of course, discuss the objectives of all such projects and provide you with an estimate of the related fees before beginning any work. Further, we will provide updated estimates of time and fees should the scope of the project change before its completion.

Our current standard rates are below which would be discounted for any additional services provided to the City, the IDA, and/or the CDA.

Our 2025 rates by level of staff are as follows:	Discounted Rate
Partner	\$437
Quality Control	\$437
Manager	\$396
Supervisor	\$356
Senior Accountant	\$306
In-Charge Accountant	\$230
Associate Accountant	\$194
Administrative Assistant	\$173



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 24-26

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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
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 Orange County For Compensating Use Tax Sharing

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes an agreement with the County of Orange for Compensating Use Tax Sharing through the year 2029;

BE IT FURTHER RESOLVED, that said agreement shall remain in full force and effect with no changes to the existing terms;

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement and any related documents necessary to effectuate this resolution

Prepared by:

Leonora Liz, Treasurer

Attachments:

1.	Sales Tax Sharing Agreement 2026
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**THE COUNTY OF ORANGE SALES & COMPENSATING USE TAX
SHARING AGREEMENT**

THIS AGREEMENT is made this ____ day of January 2026, by and among THE COUNTY OF ORANGE, and THE CITY OF NEWBURGH, THE CITY OF MIDDLETOWN AND THE CITY OF PORT JERVIS (the three cities are collectively referred to herein as the “CITIES”), all municipal corporations organized and existing by virtue of the laws of the State of New York.

WHEREAS, Article 29 of the Tax Law of the State of New York authorizes certain municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as therein specified, to be administered by the New York State Tax Commission, and further provides certain priorities and preemptive rights, and

WHEREAS, THE COUNTY OF ORANGE, by virtue of New York State law, including, but not limited to, NY Tax Law §1210(i)(35), has imposed a sales and compensating use tax that, as of the time of this Agreement, is three and three-quarters percent (3¾%), and

WHEREAS, over many years there have been a series of agreements among the parties hereto to provide for the sharing of the net sales and compensating use tax monies received by THE COUNTY OF ORANGE among the three cities as parties to such agreements, as well as the various Towns and Villages not parties to such agreements (receiving same as third-party beneficiaries to such agreements), the last of such agreements expiring by its terms on February 28, 2026, and

WHEREAS, the parties hereto agree that for due and sufficient consideration acknowledged by them, they desire to enter into and execute this Agreement and be bound by the terms hereof, and

WHEREAS, by resolutions duly adopted by the governing bodies of each party hereto, the parties have agreed upon a plan whereby THE COUNTY OF ORANGE will share with the CITIES the net sales and compensating use taxes it receives in such proportions as set forth below and agreed upon by the respective elective governing bodies of the parties, as provided and authorized in NY Tax Law § 1262(c), and

WHEREAS, the Charters, laws and resolution adopted by the governing bodies of each of the parties hereto authorizes the Chief Elected Official or the Chief Executive Officer of their respective municipalities to execute this Agreement on behalf of each of them,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. THE COUNTY OF ORANGE, during the term of this Agreement, shall continue to impose the taxes described in NY Tax Law § 1210(a), to the extent it is authorized by New York State to do so, at a rate of three percent (3%) or at a greater rate that may be authorized by the State of New York (presently three and three-quarters percent [$3\frac{3}{4}$ %]), subject to the terms herein below.
2. The term of this Agreement shall commence on March 1, 2026, and terminate on February 28, 2029.
3. The implementation of the distribution formula contained herein and the distribution of the respective portion of the net sales and compensating use taxes received by THE COUNTY OF ORANGE with the municipalities as set forth herein are contingent upon the CITIES, and each of them, hereby agreeing to and actually forbearing from preempting the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the period of this Agreement. By entering into this Agreement each

of the CITIES agrees to refrain from imposing any sales and compensating use taxes otherwise authorized by NY Tax Law § 1210, or elsewhere, except that the CITIES can impose sales taxes described in NY Tax Law § 1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).

4. The CITY OF NEWBURGH has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Newburgh, authorized its City Manager to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Middletown, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF PORT JERVIS has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. Notwithstanding the foregoing, each of the CITIES is empowered to preempt the sales and compensating use tax by imposing the sales taxes described in NY Tax Law §1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).
5. The distributions to be made by the County hereunder are to be based upon the sales and compensating use tax monies received by THE COUNTY OF ORANGE (presently

at the rate of three and three-quarters [$3\frac{3}{4}\%$]), less the expenses of the Commissioner of Taxation and Finance for administration and collection and amounts withheld for refunds. The expenses of the Commissioner of Taxation and Finance and amounts withheld for refunds shall be deducted from the gross receipts prior to the payment to THE COUNTY OF ORANGE by the New York State Comptroller, pursuant to NY Tax Law § 1261 or other applicable law, and the remainder shall be the “net collections” of THE COUNTY OF ORANGE as such term is defined in NY Tax Law § 1262(f).

6. For the term of this Agreement, the net collections of the sales and compensating use taxes imposed by THE COUNTY OF ORANGE shall be retained by THE COUNTY OF ORANGE or allocated and disposed of as follows:

A. THE COUNTY OF ORANGE shall retain for purposes of THE COUNTY OF ORANGE seventy-three and six hundred sixteen thousandths percent (73.616%) of the above described net collections.

B. THE COUNTY OF ORANGE shall allocate and distribute twenty-six and three hundred eighty-four thousandths percent (26.384%) of the above described net collections to the CITIES, Town and Villages as follows:

1. Thirty-two and five hundred twenty-five thousandths percent (32.525%) thereof to the CITIES as provided below.

2. Sixty-seven and four hundred seventy-five thousandths percent (67.475%) thereof to the Towns and Villages as provided below.

C. For the term of this Agreement, the amount to be distributed to the three CITIES (32.525% of the 26.384% of net collections of sales and compensating use taxes

received by THE COUNTY OF ORANGE) shall be divided among them according to the following percentages of the noted 32.525%:

NEWBURGH	42.451%
MIDDLETOWN	44.640%
PORT JERVIS	12.909%

- D. Said percentages, as they relate to the relative populations as reflected in the 2020 Census, have been confirmed by the Finance Department of THE COUNTY OF ORANGE. It has been agreed to among the CITIES, and consented to by THE COUNTY OF ORANGE, that the above percentages for each of the CITIES shall be adjusted in future years and future agreements in accordance with the relative adjustments in the population of each of the CITIES, as evidenced in each of the future United States decennial census population data or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE.
- E. The monies allocated to the Towns located within THE COUNTY OF ORANGE shall be divided among them based upon their respective populations, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE. Provided, where a village located within THE COUNTY OF

ORANGE elects a direct cash payment provided for in NY Tax Law § 1262(c), the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within a town in which such village is located bears to the total population of the entire town, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE, except that if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of NY Tax Law § 1262(c), the amount to be paid to it shall be determined by the ratio that the full valuation of real property in the Village bears to the full valuation of the entire Town of Highlands.

7. The amounts to be allocated to the CITIES, Towns and Villages shall be calculated quarterly during the term of the Agreement, based upon the net amount of sales and compensating use tax revenue as described herein and received by THE COUNTY OF ORANGE during the previous quarter.
8. The distributions to the municipalities under this Agreement will be made on or about the 30th day of January, April, July and October of each year covered by this Agreement. The first such payment shall be made on or about April 30, 2026.
9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefore agree to commence negotiations for a new agreement on or about November 1, 2027. In the event a renegotiated agreement

or such other agreement is not reached on or before June 1, 2028, then any of the CITIES that are parties to this Agreement shall notify THE COUNTY OF ORANGE pursuant to NY Tax Law § 1223 of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2029. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from THE COUNTY OF ORANGE to the end of the term of this Agreement with minimal interruption.

10. The parties are aware, as set forth above, that the present sales and compensating use tax rate is three and three-quarter percent ($3\frac{3}{4}\%$). Notwithstanding anything to the contrary provided elsewhere in this Agreement, if the present $3\frac{3}{4}\%$ sales and compensating use tax rate (“rate”) is ever changed, then the reduced or increased rate shall be immediately substituted for the $3\frac{3}{4}\%$ rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in paragraph “6” above shall be adjusted to reflect the new rate. For example, if the rate were reduced from the present $3\frac{3}{4}\%$ to 3%, then the CITIES and Towns would receive 26.384% of the net collections, as noted above, from the 3% rate, and if the rate increased from the present $3\frac{3}{4}\%$ rate to 4%, then the CITIES and Towns would receive 26.384% of net collections, as noted above, from the 4% rate, all less any administrative or other costs as described above. Villages may receive their respective shares as otherwise provided for herein and in applicable State law. Net collections from such additional or lesser rates that are not required to be paid to the CITIES, Town and Villages as described herein shall be retained by THE COUNTY OF ORANGE for its own purposes.

11. In the event New York State assumes responsibility for funding or paying out of State funds THE COUNTY OF ORANGE's Medicaid expenses, or in the event there is any other action taken by the State of New York whereby the State assumes a responsibility and an expense of THE COUNTY OF ORANGE and in exchange therefore the State retains a portion of THE COUNTY OF ORANGE's net collections that are the subject of this Agreement, the rights of the parties will be affected pursuant to the terms of this paragraph. If the expense of THE COUNTY OF ORANGE for any program taken over by the State of New York equals or exceeds the amount such net collections of THE COUNTY OF ORANGE retained by the State of New York, then THE COUNTY OF ORANGE shall continue to distribute to the other municipalities the same 26.384% of the sales tax revenue generated by the three percent (3%) tax even though THE COUNTY OF ORANGE may no longer be receiving its 76.616% of the original amount of such revenues. If THE COUNTY OF ORANGE's expense for any such program taken over by the State is less than the amount of THE COUNTY OF ORANGE's net collections retained by the State of New York, then the net loss suffered by THE COUNTY OF ORANGE shall be shared by THE COUNTY OF ORANGE, the CITIES and the Towns and Villages in the same proportion as that by which the revenues are retained and distributed.
12. In the event that any of the CITIES or a Town or a Village incurs a monetary debt or obligation to THE COUNTY OF ORANGE, and said debt or obligation remains outstanding for one year after it has become due and owing to THE COUNTY OF ORANGE following good faith discussions with THE COUNTY OF ORANGE to satisfy the debt or obligation, then THE COUNTY OF ORANGE is authorized herein

to deduct an amount equal to such outstanding amount of such debt or obligation, to include statutory interest and penalties, if applicable, from that municipality's share of the net collections of THE COUNTY OF ORANGE due that municipality as provided in this Agreement. Such deductions shall be from the payment(s) scheduled to be made next following the above-referenced one year anniversary of the date the debt or obligation accrued, and from each successive share otherwise due to the municipality until the debt or obligation has been paid in full. A municipality may request that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

13. The parties desire to express their intent to continue the terms of the prior agreement to this Agreement (the one in existence at the time this Agreement is entered into) and in the event an interpretation of this Agreement is necessary, the prior agreement reference in the third "WHEREAS" clause of this Agreement shall be used to interpret the intentions of the parties hereto, to the extent necessary and with the understanding that some of the terms of this Agreement may have been intentionally modified by the parties to have a different intent than the prior agreement. The changes to this Agreement in comparison to the prior agreement are intended to recognize, among other things, THE COUNTY OF ORANGE's current sales and compensating use tax rate of $3\frac{3}{4}\%$, *i.e.*, the rate of THE COUNTY OF ORANGE, not including the New York State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District. The changes in this Agreement are also intended to develop a contingency in the event THE COUNTY OF ORANGE rate ever changes (either by increase or decrease) from the present rate of $3\frac{3}{4}\%$ to ensure that the parties respective

percentage shares of the rate, whatever that may be, and whatever such rate actually is, are continued as the same percentage of any new rate, except as otherwise provided in this Agreement.

14. The parties further agree to submit this Agreement for any necessary approvals by the State of New York or any officer, agency, or department thereof, and if it is not so approved the parties shall expeditiously renegotiate this Agreement to the extent necessary, leaving as is any provision of this Agreement which would be valid, or which was not disapproved, as being to continue in full force and effect for a period of one year pending such renegotiation.

15. This Agreement may be signed in counterparts, and facsimile signatures shall be considered valid and binding.

IN WITNESS HEREOF, the parties have hereunto set their hands, and seals if so affixed, on the day and year as set forth below.

THE COUNTY OF ORANGE

CITY OF NEWBURGH

BY: _____
Hon. Steven M. Neuhaus, County Executive

BY: _____
Hon. Todd Venning, City Manager

CITY OF MIDDLETOWN

CITY OF PORT JERVIS

BY: _____
Hon. Joseph M. DeStefano, Mayor

BY: _____
Hon. Dominic M. Cicalese, Mayor



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 25-26

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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
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 Tri-State Geese Police Patrol 2026

BE IT 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. Agreement with Tri-State Geese Police Control in 2026. Same rate at last year, \$385/week and \$75/nest found and treated. Their work last year met expectations in reducing the geese population in our parks serviced.

Prepared by:
 Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Geese Police Contract
----	-----------------------

TRI-STATE



GEESE POLICE

Call Us To...*Get The FLOCK OUT!*

P.O. BOX 283, DINGMANS FERRY, PA 18328

PHONE: 877-GEESE 86 (433-7386) • FAX: 570-686-1503

December 8, 2025

Middletown Recreation and Parks Department
Attn: Raelynn Bertholf, Superintendent of Recreation
Address: 393 County Route 78, Middletown, NY 10940
Office: 845-346-4180
Fax: 845-344-2918
Email: raelynn@middletown-ny.com

Re: Agreement for Weekly Services at **Middletown Recreation and Parks Department**
Middletown, New York

Dear Raelynn:

Thank you for your interest in the services of Geese Police. Please sign the proposals and fax or mail one copy to us. Upon receipt of signed proposal, we will be able to begin services at your request.

Geese Police will provide environmentally safe Canada goose control with use of working border collies. Geese Police will subsequently visit your site at least once a day or more as deemed necessary by Geese Police during any additional week of service. Geese Police visits to the site will occur at different periods of the day for seven (7) days a week.

FEES FOR SERVICE: Geese Police charges the following fees for the service:

- **Fancher Davidge Park
- **Davidge Park Extension
- **Watts Park
- **Maple Hill Park

Weekly Price: **\$ 385.00 /Per Week****
Billed directly to facility.

****Price if sites are serviced simultaneously****

****Suggested Service Dates: February 19, 2026 – June 16, 2026 and August 12, 2026 – November 24, 2026 (32 Weeks Total)****

Addling Fee: **\$75.00/ Per Nest Found and Treated**
(We Addled 5 Nests in 2025. Budget for the same amount in 2026 \$375.00.)

The additional weekly service will be billed as listed above provided that there is not a five (5) week lapse of service. Geese Police has determined that the conditioning of the Canada Geese will be lost if not subjected to the Border Collies for a period of five (5) weeks. If there is a lapse of five (5) weeks of service, Geese Police will conduct the initial two (2) week service and the client will be charged for that service. It will be the responsibility of the client to notify Geese Police when the services will begin and end for this as needed service contract. Geese Police will provide the service as required and it will be the responsibility of the client to notify Geese Police to end the service. Geese Police will assist the client in making these decisions to achieve the best Canada Goose control program.

ADDLING CHARGES: Geese Police recommends that all its clients register for the ***Resident Canada Goose Nest Egg Registration*** to obtain federal authorization for treating Canada goose nests and eggs on your property. This new regulation, that replaces the federal permit requirement, is necessary for addling of the Canada goose eggs on your property, which authorizes the control of local population of Canada Geese by freezing, shaking, puncturing or oiling of the eggs and immediately replacing the eggs to the nest. This procedure requires a “no-feeding” policy to be in effect at all times. The client will be responsible for registering with the US Fish & Wildlife Service. Geese Police will assist the client in this process. Geese Police will also supply the information required for the annual report due at the end of the season. Geese Police will give the client permission to name Geese Police as the ***agent/employee***. Geese Police will be named as ***agent/employee*** under the condition that Geese Police will be the only entity to handle the eggs and nests. If another company or your employees handles the eggs or nests, Geese Police will assess a penalty of \$1,000.00 per occurrence. In addition to our weekly service charge, there will be an addling charge of **\$75.00 per nest**.

Land owners and public land managers must be registered for the current breeding season to lawfully conduct these activities as is required since under 16 U.S.C. §707, any individual who takes, kills, attempts to take or pursues any migratory bird, nest or egg shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than \$15,000.00 or be imprisoned not more than six (6) months or both.

SAFETY SUGGESTIONS: Geese Police strongly recommends not to use fishing string, wire or rope to grid lake surfaces. It creates a hazard for our dogs, as well as the geese, other birds and wildlife. It also increases your liability and creates maintenance hazards. Geese Police uses various techniques to persuade geese out of ponds and surrounding areas. It is not necessary to grid lake surfaces with the service provided by Geese Police. The Geese Police techniques are environmentally safe and approved by the State and the Federal Fish & Wildlife Services.

“NO FEEDING” SIGNS: Geese Police strongly suggests that “No Feeding the Water Fowl” signs be placed at your site. Please check with your local municipality to determine if there is an ordinance pertaining to the feeding of Canada Geese. If your municipality has such an ordinance, inquire about having the signs indicate the ordinance number. Geese Police is also available to make suggestions for newsletters and bulletin board notices.

NOTIFICATIONS: It is the client’s responsibility to notify Geese Police at least twenty-four (24) hours prior to the application of any chemicals including but not limited to fertilizers, pesticides, herbicides, insecticides, fungicides and water treatments at the site. The chemicals can have an adverse effect on the Border Collies and handlers. Geese Police will not be at the site for a period of twenty-four (24) hours after the application. If the client fails to notify Geese Police of a chemical application at the site and a Border Collie or handler are adversely effected then the client will be responsible for all ensuing damages.

INDEMINITY: Geese Police is fully insured to conduct its service. Geese Police will indemnify and hold harmless the client for any damages that may result from the operation. Geese Police will furnish a copy of its insurance binder upon request.

PAYMENT: The client will pay the service fee for the initial two (2) week period prior to the start of the service at the site. The client will pay the additional weekly services upon receipt of the invoice. The client will be assessed an interest rate of one and half (1½ %) percent monthly or eighteen (18%) percent annual on any invoice that is thirty (30) days late. If Geese Police is required to initiate legal proceedings to collect unpaid amounts, the client will be responsible for all fees and costs incurred by Geese Police to collect said amounts.

If this Agreement is acceptable, please sign below and return this letter to our office.
Thank you for choosing Geese Police for your Canada Goose control.

Very truly yours,

Craig Neveras

Craig Neveras, Owner & President
Geese Police of the Tri-State Area

Middletown Recreation and Parks Department hereby agrees and accepts the aforementioned terms and conditions on this ____ day of _____, 2025.

Middletown Recreation and Parks Department

Signature of Authorized Agent

Print Name/Title



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 26-26

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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
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 Updated Agreement With CivicPlus (Recreation Management) With Five-Year Locked-In Pricing

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an updated agreement with CivicPlus (Recreation Management) with locked in pricing for 5 years. CivicPlus increased its pricing by \$2,304.75. They are giving a 50% discount on this year's increase because I explained we did not budget for this increase. I budgeted for a 5% uplift, expecting the cost of 2026 to be \$12,099.04. This year's difference not budgeted for is \$576.18.

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:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	CivicRec Contract
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CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-111218-1

Date:

11/7/2025 9:13 AM

Customer:

MIDDLETOWN CITY,
NEW YORK

QTY	DESCRIPTION
1.00	Recreation Management Pay Annual maintenance and support fee
1.00	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.
1.00	Recreation Management Annual Fee
1.00	AudioEye Enterprise
	Annual Recurring Services – Year 1 2026
	USD 12,676.12
	Annual Recurring Services – Year 2 2027
	USD 14,519.93
	Annual Recurring Services – Year 3 2028
	USD 15,245.93
	Annual Recurring Services – Year 4 2029
	USD 16,008.22
	Annual Recurring Services – Year 5 2030
	USD 16,808.61

1. This renewal Statement of Work ("SOW") is between City of Middletown, NY ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 1/1/2026 and end on 12/31/2030 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on January 1 of each calendar year subject to an annual increase of 5%.

4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-111218-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

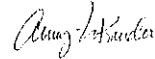
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

11/24/2025

Organization Legal Name:

City of Middletown - Recreation Department

Billing Contact:

Raelynn Bertholf

Title:

Superintendent of Recreation

Billing Phone Number:

845-346-4180

Billing Email:

RaelynnemiddletownNY.gov

Billing Address:

393 County Rt. 78

Middletown, N.Y. 10940

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Pending

Raelynn Bertholf

From: Rae Ann Steffensmeier <raeann.steffensmeier@civicplus.com>
Sent: Thursday, November 20, 2025 12:25 PM
To: Raelynn Bertholf
Subject: Thank you for meeting with me/CivicPlus

Hi Raelynn,

Thank you again for your time today. I'm happy to get this information over to you so you have everything in one place, including the breakdown of your pricing options, the frequently asked questions regarding CivicPlus pricing, and a five-year projection based on a standard 5% annual uplift.

Pricing Breakdown Based on Your Current Target (\$13,828.50)

- **Last Year (LY):** \$11,523.75
- **This Year Target (TY):** \$13,828.50
- **Difference (TY – LY):** \$2,304.75

Discount Scenarios

- **25% off the increase**
 - Actual discount: **\$576.19**
 - Adjusted total: **\$13,252.31**
- **50% off the increase**
 - Actual discount: **\$1,152.38**
 - Adjusted total: **\$12,676.13**
- **Standard 5% uplift (no discount)**
 - Increase: **\$576.19**
 - Adjusted total: **\$12,099.94**

Five-Year Projection (5% Uplift on \$13,828.50 Year-Over-Year)

Year Total with 5% Increase

Year 1 \$14,519.93
Year 2 \$15,245.92
Year 3 \$16,008.22
Year 4 \$16,808.63
Year 5 \$17,649.06

Frequently Asked Questions

Why is CivicPlus increasing its solution prices?

A combination of many factors has led us to adjust our pricing. Costs continue to rise, and we want to maintain and improve the high level of service we provide each year. We have made significant investments in

cybersecurity and are enhancing integrations between products. We also launched the CivicPlus Portal, which will help improve resident trust and satisfaction.

By adjusting pricing, we can remain competitive, retain top engineering talent, and reinvest in our technology to meet the evolving needs of governments.

When will my new pricing be effective?

Your new pricing will take effect on the next renewal date of your contract.

What services are included in my annual service fees?

Annual fees include an ongoing set of product enhancements and integrations, including:

- Enhanced cybersecurity protections
- Continued platform and product improvements

An account executive previously promised no price increase for a certain term—are we exempt?

We will honor all fully executed contracts. Please contact your renewal specialist for details.

Can we opt out of additional services to keep pricing flat?

No. All enhancements are available to all customers and cannot be excluded on an individual basis.

Is inflation the only factor behind the increase?

Inflation is a factor, but not the only one. Rising operating costs, cybersecurity investment, product integrations, and platform enhancements all contribute.

We have other options—why should we stay with CivicPlus?

We understand you have choices. CivicPlus offers:

- Deep product integrations
- The CivicPlus Portal for improved transparency and resident engagement
- Industry-leading cybersecurity capabilities
- Competitive pricing compared to major gov-tech providers
- A financially stable long-term partner committed to innovation

How does your pricing compare to other government technology providers?

We conducted a thorough market analysis to ensure our pricing remains competitive for a provider of our scale and capabilities. Staying with CivicPlus provides:

- More time-saving integrations
- Access to the CivicPlus Portal
- Stronger cybersecurity protections
- Access to an award-winning support team

Will these increases impact additional software we're considering purchasing?

Please reach out to your customer success manager regarding specific solutions. We will work with you to find options that fit your budget.

Can we remit payment via credit card?

We request that customers avoid credit card payments; however, ACH is available for digital transactions.

We don't have 2025 budget dollars to accommodate the increase—what are our options?

Please speak with your renewal specialist. We will do our best to find a pricing solution that fits your budget needs.

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: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 27-26

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

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

 Richard P. McCormack
 Clerk to the Common Council

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing a \$14,875.00 Budget transfer within the 2025 Fire Budget to cover the cost of a new vehicle for the Fire Chief

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 Fourteen Thousand Eight Hundred Seventy-Five Dollars (\$14,875.00) as follows, to partially cover the cost of a new vehicle for the Fire Chief.

FROM ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT TRANSFERRED TO
A.3410.204	Radio Systems	\$2,500.00 A.3410.200 – Other Equipment
A.3410.207	Hose & Appliances	\$1,600.00 A.3410.200 – Other Equipment
A.3410.220	Uniforms	\$1,375.00 A.3410.200 – Other Equipment
A.3410.417	Gas & Oil	\$2,500.00 A.3410.200 – Other Equipment

A.3410.492	Fire Recognition	\$2,500.00	A.3410.200 – Other Equipment
A.3410.506	Physical Exams	\$2,900.00	A.3410.200 – Other Equipment
A.3420.450	Fire Station Materials & Supplies	\$1,500.00	A.3410.200 – Other Equipment
TOTAL		\$14,875.00	

Prepared by:
Robert Brady, Chief FD

Attachments:

1.	2025 FD Budget Transfer 010626
----	--------------------------------

**Middletown Fire
Department**

81 East Main St.
Middletown, NY 10940

www.middletownfiredept.com

845-344-5003
845-344-5031 Fax

January 6,2026

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 WITHIN the 2025 Fire Department Operating Budget:

<u>From:</u>		<u>To:</u>
A.3410.204 Radio Systems	\$ 2,500.	
A.3410.207 Hose & Appliances	\$ 1,600.	
A.3410.220 Uniforms	\$ 1,375.	
A.3410.417 Gas & Oil	\$ 2,500.	
A.3410.492 Fire Recognition	\$ 2,500	
A.3410.506 Physical Exams	\$ 2,900.	
A.3420.450 Fire Station Materials & Supplies	\$ 1,500	
		\$ \$ 14,875
		A.3410.200 Other Equipment

Partially cover new vehicle

Sincerely,



Bob Brady
Fire Chief

Nick Barber, Fire Chief

Robert Brady, 1st Asst. Chief, Randy MacLean, 2nd Asst. Chief, Nick Elia, 3rd Asst. Chief
Sean Gerow Secretary, William R. Kelder Treasurer

Monhagen's Eagles Excelsior's McQuoid's Phoenix Ontario's Waalkill's Fire Police Local 1027



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 28-26

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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

**Resolution Authorizing First Instance Funding For The Middletown Traffic Operations,
Stage 1 Transportation Project**

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Middletown Traffic Operations, Stage 1 in the City of Middletown, Orange County, PIN 8757.07 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 214-21 adopted by the City of Middletown on October 19, 2021 approved and agreed to advance the Project by making a commitment of 100% of the non-

federal share of the costs of construction and construction inspection work, and increased the federal and non-federal share of costs for the additional preliminary engineering work for the project.

WHEREAS, Resolution No. 241-24 adopted by the City of Middletown on November 19, 2024 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work, and increased the federal and non-federal share of costs for the additional preliminary engineering work for the project.

WHEREAS, it was subsequently found necessary to undertake additional construction, and construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional construction, and construction inspection work for the project; and

NOW, THEREFORE, the Middletown City Council, duly convened does hereby

RESOLVE, that the Middletown City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Middletown City Council hereby authorizes the City of Middletown to pay in the first instance 100% of the federal and non-federal share of the cost of the additional construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$715,000** (\$25,191,203 minus the previous \$24,476,203) is hereby appropriated from Capital Fund H.908.900 and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Middletown City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor thereof, and it is further

RESOLVED, that the Mayor of the City of Middletown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Middletown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Mayor, the following municipal titles: Commissioner of Public Works, City Engineer and City Treasurer are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

Sponsor: **City of Middletown**
PIN: **8757.07** BIN: **N/A**
Comptroller's Contract No. **D035608**
Supplemental Agreement No. **5**
Date Prepared: **12/18/2025** By: **GC**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 5 to D035608 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and

City of Middletown (the Sponsor)
Acting by and through the **Mayor**
with its office at **16 James Street, Middletown, NY 10940.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

- Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- Amends a previously adopted Agreement by adding:
 - Appendix B M/WBE/SDVOB.
 - Retention Exhibit.
 - Other: _____
- Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Middletown**
PIN: **8757.07** BIN: **N/A**
Comptroller's Contract No. **D035608**
Supplemental Agreement No. **5**
Date Prepared: **12/18/2025** By: **GC**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **ORANGE**

On the ___ day of _____ in the year 20__, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My Commission Expires: _____

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 29-26

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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
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 Pepsi-Cola of the Hudson Valley

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the execution of two agreements with Pepsi Cola for the placement and operation of two vending machines at **City Hall** — one for beverages and one for snacks.

RESOLVED, that the Mayor is hereby authorized to execute said agreements and any related documents necessary to effectuate this resolution, subject to review and approval by the Corporation Counsel.

There is **no cost to the City** associated with these agreements. All installation, maintenance, stocking, and servicing of the machines will be handled by Pepsi Cola of the Hudson Valley.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Pepsi Cola Vending Machine Agreement
----	--------------------------------------

REMOVE PART 1 (RESALE CERTIFICATE) FROM BALANCE OF FORM, COMPLETE AND HAVE CUSTOMER SIGN WHERE INDICATED, THEN COMPLETE BALANCE OF FORM BY PRESSING FIRMLY WITH A BALL-POINT PEN. THIS IS A MULTIPLE PART FORM. CUSTOMER MUST SIGN WHERE INDICATED BELOW AND ON THE BACK OF THE "ORIGINAL-OFFICE" COPY. GIVE THE LAST COPY TO THE CUSTOMER.

EQUIPMENT PLACEMENT AGREEMENT PEPSI-COLA OF THE HUDSON VALLEY (PCHV) ONE PEPSI WAY • NEWBURGH, NEW YORK 12550 • PHONE (845) 562-5400		<input type="checkbox"/> FOOD SERVICE <input checked="" type="checkbox"/> VENDOR/ VISA COOLER	AGREEMENT NUMBER 28115			
		IS CUSTOMER UNDER NEW OWNERSHIP/MANAGEMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A NEW CUSTOMER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DOES THIS CUSTOMER HAVE EXISTING PEPSI EQUIPMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, INDICATE TYPE OF EQUIPMENT <input type="checkbox"/> VENDOR <input type="checkbox"/> POST MIX <input type="checkbox"/> BIB <input type="checkbox"/> BOTTLES <input type="checkbox"/> VISA COOLER <input type="checkbox"/> PRE-MIX <input type="checkbox"/> CANS	DATE OF OWNERSHIP CHANGE DATE OF AGREEMENT
CUSTOMER NO.	CATEGORY	GEO/LOCATION	FEDERAL ID NO.	DRIVER'S LICENSE NO./STATE	COUNTY/CITY	TAX CODE
CUSTOMER'S DBA NAME CITY OF MIDDLETOWN CITY HALL			BUYER'S EMAIL Rick McCormack		BUYER'S PHONE 845-346-4168	
LOCATED AT (MALLS, PARKS, BLDG., ETC.)			HOURS OPEN 8AM - 5 PM		DAYS CLOSED SAT - SUN	
ADDRESS 16 JAMES ST			CALL DAY	DELIVERY DAY	CALL TIME	
CITY/STATE/ZIP CITY OF MIDDLETOWN NY 10940			PERSON TO CONTACT		T/S PHONE	
CORPORATE / OPERATOR NAME			A/R-BILL TO NUMBER	PCHV. <input type="checkbox"/> COD <input type="checkbox"/> CHG.	NAT. <input type="checkbox"/> PDA <input type="checkbox"/> CHG.	
ADDRESS / P.O. BOX			PHONE ()		SUP / ROUTE / SUFFIX	
CITY / STATE / ZIP			TYPE OF ACCOUNT <input type="checkbox"/> STANDARD <input type="checkbox"/> NATIONAL <input type="checkbox"/> LOCAL <input type="checkbox"/> LVL <input type="checkbox"/> SEASONAL <input type="checkbox"/> SPL. EVENT <input type="checkbox"/> FULL SERVICE			
OWNER'S NAME / ADDRESS			HOME PHONE ()			
LANDLORD'S NAME/ADDRESS			LANDLORD'S PHONE ()			
HAS OWNER PREVIOUSLY OR CURRENTLY DONE BUSINESS WITH PCHV? IF YES, UNDER WHAT NAME?			IS THERE A CHANGE OF BUSINESS NAME? IF YES, INDICATE FORMER NAME/ACCT. NO.			
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			

WHEN COMPLETED IN FULL, SIGNED BELOW AND ON THE REVERSE SIDE, THIS AGREEMENT AUTHORIZES PEPSI-COLA OF THE HUDSON VALLEY (PCHV) TO:

FILL VENDOR, COLLECT ALL MONIES. PAY NEW YORK SALES TAX, ON A QUARTERLY BASIS AND PAY: _____ % COMMISSION, LESS DEPOSIT AND RECYCLING FEE

EQUIPMENT FOR PRODUCTS PURCHASED FROM PCHV ONLY

EQUIPMENT ON LOCATION
 EXCHANGE
 ADDITIONAL EQUIPMENT
 CONVERT TO: FS LOAN

CHANGEOVER	RACKS	PUMPS	KEY REQUIRED	COIN MECHANISM	CUSTOMER AGREES TO PAY REPAIR CHARGES ON: <input type="checkbox"/> PARTS <input type="checkbox"/> LABOR
------------	-------	-------	--------------	----------------	--

PCHV- OWNED EQUIPMENT (MODEL / TYPE / SERIAL NUMBER)

SNACK w/ EXPORT

FLAVORS	PRICE	DEPOSIT (IF APPLICABLE)	AMOUNT TO BE DELIVERED	CO ₂ CYL

SPECIAL INSTRUCTIONS

CUSTOMER-OWNED EQUIPMENT (MODEL / TYPE / SERIAL NUMBER)

PAYMENT DUE UPON INSTALLATION → \$

SIGNED (CUSTOMER'S SIGNATURE AUTHORIZES ALL TERMS AND CONDITIONS OF AGREEMENT)/TITLE

X _____ PRINT NAME

FOR OFFICE USE ONLY

CONTRACT RECEIVED

TP CODE
1-STANDARD / LOCAL 2-NATIONAL
3-SPL EVENT 4-SEASONAL

CHECK () IF COMPLETED

ARSCUST

RSSRFM

VNSMAINT

TELE-SELL

ALERT FILE

RECEIVED RENTAL PMT (CHECK NO / DATE / AMT)

LOCATION OF EQUIPMENT

DOOR SIZE FLOOR LEVEL

STAIRS / ELEVATOR

FLOOR MAT. WALL MAT.

PCHV (SALES REPRESENTATIVE)

APPROVED DATE

GUARANTEE: TO INDUCE PEPSI-COLA OF THE HUDSON VALLEY (PCHV) TO APPROVE THIS AGREEMENT, I PERSONALLY GUARANTEE PROMPT AND FULL PAYMENT OF ALL AMOUNTS OUTSTANDING ON THIS ACCOUNT AT ANY TIME. I FURTHER AGREE THAT NO MODIFICATION, WAIVER OR EXTENSION BETWEEN PCHV AND THE LESSEE SHALL EFFECT MY LIABILITY UPON THIS GUARANTEE. THIS SHALL BE CONSIDERED AS AN ABSOLUTE AND CONTINUING GUARANTEE OF PAYMENT.

X

 PRINT GUARANTOR'S NAME GUARANTOR'S SIGNATURE GUARANTOR'S SOCIAL SECURITY NUMBER

EQUIPMENT MANUFACTURER	MODEL & TYPE OF EQUIPMENT INSTALLED	SERIAL NO.	METER READING	KEY NOS.	CHANGE FUND	INSTALLATION INFO.
						INSTALLED BY
						TOTAL INSTALLATION TIME
						NO. OF UNITS INSTALLED
						DATE INSTALLED

TERMS AND CONDITIONS

The undersigned _____, Lessee, hereby agrees to the terms and conditions of this agreement set forth below and on the front of this agreement:

1. **MODIFICATION:** No modifications of these terms and conditions will be made without the written authorization of Pepsi Cola of the Hudson Valley (Lessor).
2. **OWNERSHIP:** All Lessor's equipment herein listed remains the sole property of Lessor except as otherwise provided herein.
3. **CHANGES:** No changes, alterations nor additions may be made on any piece of equipment or its accouterments or its identifications. Lessor, at any time during the term of this lease, may affix labels, plates or other markings stating that the property is solely owned by Lessor on all leased equipment. Failure to so comply shall constitute a default under this agreement.
4. **RESTRICTIONS ON LESSEE:** Lessee shall use leased equipment solely for the storage, vending, dispensing and selling of product purchased from Lessor.
5. **CARE:** Lessee agrees to use all reasonable care to maintain the equipment in a good, clean, sanitary, and working condition but no service or repair work will be performed on any equipment or its accouterments by anyone unless authorized in writing by Lessor or unless done by personnel employed by Lessor. Further, Lessor shall have the right during business hours to enter premises where the leased equipment is installed for the purpose of inspecting compliance with the terms and conditions hereof.
6. **RISK OF LOSS OR DAMAGE:** Lessee agrees to bear all risk of theft, fire loss or damage to all equipment and contents leased hereunder. No loss or damage to property will impair any obligation of Lessee under this lease which will continue in full force and effect. In the event of loss or damage, Lessee shall pay Lessor thereof in cash the replacement value of the property. On such payment, the lease will terminate with respect to the equipment so paid for and Lessee thereupon shall become entitled thereto as owner thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability from injury, or damage of any kind to any person or property caused by or arising out of the installation, use, maintenance and/or operation of said leased equipment.
7. **INSURANCE:** Lessee, at its own expense, shall keep the leased equipment insured for risk against fire and damage in amounts equal to the replacement value of the leased equipment and shall maintain a loss payable endorsement in favor of Lessor and shall maintain liability insurance satisfactory to Lessor. All such insurance shall name Lessor and Lessee as named insured. If requested, Lessee shall deliver to Lessor evidence satisfactory to Lessor of all such insurance.
8. **INSTALLATION:** (a) Lessee agrees to install at its own expense any plumbing or electrical connections necessary for the installation of the leased equipment.
(b) Lessee grants permission to Lessor to make any holes through floors, walls, cabinets, counters, ceilings and/or other equipment owned by Lessee that are necessary for the installation of the leased equipment, without any liability for repair or replacement on the part of Lessor.
9. **REMOVAL:** (a) The equipment leased hereunder will not be removed from its installed location without prior written approval of Lessor or unless said removal is performed by personnel of Lessor. Failure to so comply will constitute a breach of this agreement.
(b) Upon termination of this agreement, all equipment will be available to be removed from the Lessee's location without hindrance. Lessee shall at its own expense make any necessary changes or alterations either permanent or temporary to enable the equipment to be removed but at no time will the equipment be moved from its installed location.
(c) If Lessor is unable to remove equipment within 15 days notice or attempted notice to Lessee, equipment may at Lessor's sole discretion be considered a loss, as described in paragraph "6" above.
10. **TERMINATION:** This agreement may be terminated by either party without prior written notice, demand or legal process, but if terminated by the Lessee, a reasonable time shall be allowed for the removal of the equipment by Lessor.
11. **LIABILITY:** Lessor will not be liable in any way, either directly or indirectly, for any damages arising from any of the following:
(a) delays in installation caused by the necessity of obtaining permits;
(b) delays resulting from labor difficulties;
(c) delays caused by transportation problems;
(d) delays in obtaining equipment by Lessor to be installed;
(e) delays in the installation of the equipment;
(f) failure of the equipment to operate or interruption in the operation of the equipment for any reason whatsoever.
(g) inadequate power of any type;
(h) inadequate water supplies or utility supplies of any type;
(i) delays in servicing or repairing equipment;
(j) leakage of any kind, for any reason, by and/or in the equipment.
12. **HOLD HARMLESS:** Lessee represents that he is (or as of this date of the equipment installation will be) free of any contractual obligations which would be violated by this agreement. Lessee further agrees to indemnify and hold Lessor harmless with respect to any such contractual obligations.
13. **WARRANTIES:** Lessor not being the manufacturer of the equipment, nor the manufacturer's agent, makes no express or implied warranty of any kind whatsoever with respect to the equipment, including but not limited to the merchantability of the equipment or its fitness for any particular purpose, design or condition of the equipment; the quality or capacity of the equipment; the workmanship in the equipment; the integrity or the effectiveness of locking devices of the equipment; compliance of the equipment with the requirements of any law, rule, specification or contract pertaining thereto; patent infringements; or latent defects.
14. **DEFAULTS:** The following represent defaults:
(a) the non-payment by Lessee for a period of sixty (60) days of any sum required hereunder to be paid by Lessee.
(b) the non-performance by Lessee of any term, covenant or condition of this lease after notice of Lessor.
(c) in the affirmative act of insolvency by Lessee or the filing by Lessee of any petition under any bankruptcy, re-organization, insolvency or moratorium law or any law for the relief of or relating to debtors.
(d) the filing of any involuntary petition under any Bankruptcy Statute against Lessee, or the appointment of any receiver or trustee to take possession of the property of Lessee.
(e) the subjugation of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.
15. **TAXES:** Lessee will pay all applicable sales tax and will keep the leased equipment free and clear of levies, liens and encumbrances and Lessee shall pay as additional rent during the term thereof any and all assessments, license fees and governmental charges, fees, interest or penalties whatsoever relating to the equipment.
16. **PRICE:** Prices quoted on the front are subject to change by Lessor without prior written notice.
17. **TANKS:** Lessee agrees that all tanks and cylinders delivered to Lessor remain the property of Lessor and that a charge of \$50.00 per product tank and \$100.00 per CO₂ cylinder in addition to any deposit already paid will be made for each tank or cylinder not returned to Lessor upon its demand.
18. **CHANGE OF OWNERSHIP:** If applicable, the Lessee agrees, as a new owner or management, that as of the date of agreement, he assumes responsibility for the inventory of product tanks, CO₂ cylinders and unpaid debts of the previous owner/management owed to Lessor.
19. **FINES:** Lessee agrees to pay rental fee in full when billed. A finance charge of 2% per month will be added to all past due accounts. This is an annual percentage rate of 24%. Lessee also agrees to pay reasonable attorney's fees of twenty percent (20%) of the amount owed plus finance charges and all court and attendant collection costs in the event that the account becomes delinquent and is turned over to an attorney/agent for collection.

Agreed by K

CUSTOMER'S AUTHORIZED SIGNATURE

(DATE)



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: January 20, 2026
 Index No: 30-26

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. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
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

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes an agreement with The Humane Society of Port Jervis/Deerpark; and be it further

RESOLVED, that the Mayor is hereby authorized to execute said agreement and any related documents necessary to effectuate this resolution.

Prepared by:

Attachments:

1.	Scan2026-01-13 145308
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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 cease 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: