

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
DECEMBER 20, 2022**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES November 15, 2022
4. CORRESPONDENCE, COMMUNICATION AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES (NOTHING THIS EVENING)
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)
 - Resolution authorizing an agreement with Aquatic Analysts, Inc for AquaMaster aeration fountain
 - Resolution authorizing an agreement with Tri-State Geese Police
 - Resolution authorizing a \$10,000 Budget Transfer within the Recreation & Parks Department Budget
 - Resolution authorizing an agreement with Nearmap
 - Resolution authorizing a \$5,000 Budget Transfer within the Goldenarea Budget to cover the cost of repairs for shuttle bus
 - Resolution to accept an award of \$50,000 Department of Homeland Security's State Homeland Security Grant Program
 - Resolution authorizing an agreement with Next Request for a FOIL Management System
 - Resolution authorizing an Extension of Fei Tian College's economic development goals for the renovation and completion of 84 Dorthea Dix Drive
 - Resolution authorizing budget transfers and adjustments
 - Resolution authorizing a Salary Adjustment
 - Resolution approving the Assessment Collectors Warrant for 2023
 - Resolution authorizing a public hearing on allowing two-family dwellings in OR-2 zoning districts to permanently be non-owner-occupied



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
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- Resolution Authorizing Amendments To The Architect Review Boards Design Review Guidelines

13. LOCAL LAWS

(NOTHING THIS EVENING)

14. AUDIT OF CLAIMS AND ACCOUNTS

(FINANCE COMMITTEE CHAIR)

15. ADJOURNMENT





COMMON COUNCIL MEETING
CITY OF MIDDLETOWN
November 15, 2022 - Transcript
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

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

Digitally Recorded Proceeding, transcribed by:
Lisa Kane

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1. Pledge of Allegiance

(Pledge of Allegiance)

2. Roll Call

PRESIDENT RODRIGUES: Roll.

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

3. Approval of Minutes.

PRESIDENT RODRIGUES: Approval of minutes.

RICHARD MCCORMACK, CITY CLERK: October 3rd, '22.

ALD. MASI: So moved.

ALD. WITT: Second.

PRESIDENT RODRIGUES: Motion by Masi, seconded by Alderman Witt. All in favor?

ALDERMANS: Aye.

4. Correspondence, Communications and Reports

PRESIDENT RODRIGUES: Correspondence.

RICHARD MCCORMACK, CITY CLERK: We have a report from the Agricultural and Markets Department for their municipal shelter port from September 30th, 2022.

PRESIDENT RODRIGUES: Received and filed.

RICHARD MCCORMACK, CITY CLERK: We have a letter from Ecobat Resources notifying us of a facility mailing list for the Revere Smelting and Refining site. There was

a change to a site plan for them.

PRESIDENT RODRIGUES: Received and filed.

RICHARD MCCORMACK, CITY CLERK: Town of Wallkill Planning Board application of 360 Route 211, LLC for a Site Plan Special Use Permit for a public hearing.

PRESIDENT RODRIGUES: Forward to a committee, Planning Committee.

RICHARD MCCORMACK, CITY CLERK: And a notice from the Town of Wallkill Planning Board for a public hearing for the Frito-Lay Site Plan Special Use Permit.

PRESIDENT RODRIGUES: That's received and filed.

RICHARD MCCORMACK, CITY CLERK: That's it.

PRESIDENT RODRIGUES: That's it?

5. For the Good of the City

PRESIDENT RODRIGUES: Okay. For the Good of the City, anyone would like to address the Council please step forward.

6. REMARKS OF THE MAYOR

PRESIDENT RODRIGUES: Remarks of the Mayor.

ALD. MASI: Anyone on line, Miguel?

JOSEPH DESTEFANO, MAYOR: Good evening. To begin with, I want to thank Mount Carmel Church and school for the donation of the beautiful Christmas tree that is brought into the city last Saturday. And thank all the

vendors, Aspen Tree, Light Bright Sign, and others who participated in the -- volunteered their time and their company's time to bring the tree in along with the Middletown departments that -- that assisted.

It's a beautiful tree. We're very happy with it. This weekend it will be decorated by the IBEW Union. And we'll -- the following Friday we will have the Christmas tree lighting and parade. So we want to invite everyone out to -- from the public to attend. And Maria Bruni will probably give you more details when she gives you the report.

The only other matter I have to report tonight is a proclamation for small business Saturday. And I'll read the proclamation. The print's kind of small. Maria, you have to use a different font next time.

Whereas, the City of Middletown, New York celebrates our local small businesses and the contributions they make to our local economy and community and, whereas, according to the United States Small Business Administration, there are 32.5 small businesses in the United States. Small businesses represent 99.7 percent of the firms with paid employees. Small businesses are responsible for 62 percent of the net new jobs created since 1995. And small businesses employ 46.8 percent of

the employees in the private sector in the United States. And, whereas, 79 percent of consumers understand the importance of supporting the small businesses and their community on Small Business Saturday. And 70 percent report the day to -- that that -- that that day, sorry, makes them want to encourage others to shop small and independently on business retailers. And 66 percent report that the day makes them want to shop small all year long. And, whereas, as 58 percent of shoppers reported they shopped on line with a small business. And 54 percent reported they dined or ordered takeout from a small business restaurant or bar or café on Small Business Saturday in 2021.

And, whereas, the City of Middletown, New York supports our local businesses that creates jobs, boost our local economy and preserve our communities, and, whereas, advocacy groups as well as the public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday. And, therefore, I, Joseph M. DeStefano, Mayor of the City of Middletown do hereby proclaim Saturday, November 26th or November 26th, 2022 as Small Business Saturday and urge the residents of our community and communities across the county to support our small businesses and merchants as

Small Business Saturday and throughout the year.

So we'll be signing that and sending it onto the appropriate authorities who organize this just to make sure that the City of Middletown does participate in it.

I think that's all I have for tonight. If you have any questions, I'd be more than happy to address them.

PRESIDENT RODRIGUES: Any questions for the Mayor? Alderman Kleiner.

ALD. KLEINER: Do we have any update on the courthouse and what's going on?

PRESIDENT RODRIGUES: The courthouse, I believe, is about 90 percent, Jacob?

JACOB TAWIL, DPW COMMISSIONER: Yes, should be going out to bid shortly.

PRESIDENT RODRIGUES: Yeah, yeah. Yeah, the drawings were basically completed, the construction documents, and will be going out to bid shortly.

ALD. KLEINER: Very good. Thank you.

PRESIDENT RODRIGUES: Anyone else? Thank you, Mayor.

JOSEPH DESTEFANO, MAYOR: Thank you.

7. REMARKS OF DEPARTMENT HEADS

PRESIDENT RODRIGUES: Remarks of Department Head, Economic Development.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Good evening, everyone. As you can see, the holidays are in full swing with the arrival of the tree as the Mayor mentioned, Our Lady of Mount Carmel School and Parish, their donation and also Aspen Tree, Light Bright Signs, Regional Trucking. And I want to thank Jacob for DPW helping that way, Ross Mastri (phonetic) and the whole crew were there from step one getting that tree to the square. Also, Raelynn, the Parks Department and Chief Ewanciw for having the Middletown Police Department escort and do traffic control.

And like the Mayor mentioned, tree lighting next Friday 6:00, parade. We've got floats, we have bands.

We're also going to be showing a *Christmas Carol* at the Paramount as a matinee free to the public that afternoon. And I believe we're going to have ice skating that night. So -- so and it will culminate with Small Business Saturday and shop local throughout the rest of the holiday season, throughout the -- the year.

And, also, our offices been working our IDA, Polycraft Industries. You know, they received Planning Board approval and they're in front of the IDA. They -- there's a public hearing this Thursday at 4:00 here in the Council Chambers. And that's a great manufacturing job -- manufacturing project. And we look forward to moving

forward with the IDA on -- on that as well.

And that's all I have for tonight.

PRESIDENT RODRIGUES: Any questions for Maria?

Thank you, Maria.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Thank you.

PRESIDENT RODRIGUES: DPW Commissioner.

JACOB TAWIL, DPW COMMISSIONER: Good evening,
all.

I'll be very brief tonight. The leaf pickup 2nd Ward is -- was done last week. We have a couple more days left. Today we had to stop everything, obviously, because of the snow and possible ice for tonight. So we had to disassemble and reassemble our trucks, so they are suitable for the plowing, not just leave disposal and transporting throughout the City. That is going so far so good for tonight. The men are doing a good job for us, the first snow event.

So, again, a reminder for the people to try to stay off the road, please as much as you can. Don't park on the road to help our trucks maneuver. It's very tight already with the piles of leaves all over the place. So just help us out by just staying off the road if you can, so our guys can continue. And then we'll resume picking up leaves tomorrow morning.

Traffic operations, we have -- we had a big meeting today with engineers and the contractors, Boyce, and to push them to try to seal up all the remaining work that they have opened up the intersections, Franklin Square, by the central firehouse, Ridge Street, Prospect Avenue intersection with -- with the East Main, Grand Avenue and all that stuff. So the contractor will be pushing through to finish up everything by the end of next week hopefully or just shortly after Thanksgiving.

A reminder for the public and the contractors. We have three major -- two major projects out for bid for upgrading the Shawangunk Dams. There are three of them in there. And there's one dam, a separate project at Kemchs (phonetic) Reservoir and installing flow meters. So any contractors who are interested, please pick up the plans and call DPW and we'll tell you how to get the plans. And the bid opening is going to be pushed back by two weeks for the Shawangunk Reservoir. So hopefully we'll have the Shawangunk and Kemchs bidding open at the same time in December.

With that I will conclude my comments.

PRESIDENT RODRIGUES: Any questions for Jacob?
Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Good evening, Commissioner.

How we doing on snow salt for this year? Are we good to go?

JACOB TAWIL, DPW COMMISSIONER: Yeah, we're -- we're good. You know, at this time of the year we have full -- full storage facility. And then, you know, hopefully we're not gonna get hit too much with the -- with the snow and ice, so we should be okay hopefully. But we don't know until the end of the year.

ALD. JEAN-FRANCOIS: Thank you.

JACOB TAWIL, DPW COMMISSIONER: Thank you.

PRESIDENT RODRIGUES: Jacob likes to use salt.

JACOB TAWIL, DPW COMMISSIONER: To make roads safe, right?

PRESIDENT RODRIGUES: Yes.

JACOB TAWIL, DPW COMMISSIONER: To make our roads safe for the public.

PRESIDENT RODRIGUES: Even though it's gonna be 46 degrees tomorrow.

Alderman Kleiner.

ALD. KLEINER: Again, from our constituents meeting, is this any better way for us to pick up leaves? Are we looking into anything besides the front loaders, you know. The feeling was that it's -- it's almost like, well, there has to be a better way to do it, but I don't -- I

don't know.

JACOB TAWIL, DPW COMMISSIONER: Yeah, we looked into ways -- other ways of doing it in the past. And now we have demo coming to us whenever it's assembled. They don't have demo trucks which is basically like a big vac truck.

ALD. KLEINER: Okay.

JACOB TAWIL, DPW COMMISSIONER: And there's another, an attachment blower. We're trying to get a demo in here to make sure that they're working. We did visit other places and surrounding us a few years ago and we were not impressed with operations. So there are vac trucks right now and there are blowers in there that will shred the leaves and blow them in the trucks. And you have to have boxes for them. So we are exploring that. We continue to explore better method of doing it.

One other method which some people to talk about is asking everybody to bag their leaves in disposable bags and then this way we don't have to have all this mess in our streets for two months out of the year. We just go pick up the bags and go. But it's -- it's, you know, that's one efficient way of doing it.

ALD. KLEINER: A lot of leaves.

JACOB TAWIL, DPW COMMISSIONER: I don't know how

popular -- how popular it's going to be.

ALD. KLEINER: A lot of bags.

PRESIDENT RODRIGUES: Thank you, Jacob.

JACOB TAWIL, DPW COMMISSIONER: Yes, sir.

PRESIDENT RODRIGUES: Fire chief. Can you burn the leaves?

NICK BARBER, FIRE CHIEF: What's that?

PRESIDENT RODRIGUES: Can you burn the leaves?

NICK BARBER, FIRE CHIEF: People are, why not?

Hope everybody's doing well. For the past couple of months we've been averaging 90 calls plus a month. Most of them are nuisance alarms. Pretty much all of them are.

But, anyway, we've done a few community events these past -- this past month. And Fireman Joe is still in the works, moving slowly, but it's getting there. Hopefully by the end of the year it will be taken off its pedestal, brought to a warehouse and work started to get work on.

I just wanted to let you know, the fire department did put a float together this year for the Christmas parade. Santa's in trouble. But hopefully we can save him.

That's all I have. Any questions?

PRESIDENT RODRIGUES: Questions for the fire

chief?

NICK BARBER, FIRE CHIEF: He's in trouble.

PRESIDENT RODRIGUES: Thank you, Chief.

City Treasurer.

LEONORA LIZ, CITY TREASURER: Hi, good evening, everyone. I don't really have anything for tonight. I have some Resolutions if you have any questions about that, I can address it.

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

LEONORA LIZ, CITY TREASURER: Thank you.

PRESIDENT RODRIGUES: Police Chief.

JOHN EWANCIW, POLICE CHIEF: Good evening.

Just a couple quick reminders before our next meeting. The overnight parking goes into effect. That's going to be no parking on the city streets effective December 1st. That goes all the way through March 15th and that's from 2 a.m. to 6 a.m. As we lead into that, we'll do some warnings, but then we'll be doing enforcement.

There's a lot of reasons with that. One is being, as Jacob mentioned, the snow removal on the streets. So we need to keep -- keep those streets clear during the winter to allow his staff to do that.

Additionally, on the parking, there are ability

for people that don't have driveways to apply for parking permits to park on the street. There's a process online or through the Clerk -- Clerk's Office, so that is available. And then there's the overnight parking permits for the -- I'm sorry, I don't know what's going on -- the municipal lots. And there are -- there's a cost associated with that. But that all could be done through the Clerk's Office.

Other than that, I just want to reiterate what Jacob said about driving safe and staying off the streets if you don't have to be out there.

And I'd like to wish the members of the Council and the Community a safe and happy Thanksgiving.

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

Superintendent of Recreation.

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION:

Good evening, everyone. I just want to report tomorrow we have myself, the Assistant Superintendent Nicole Psarakis, and the Program Coordinator, Contessa Beckford, we're all attending the Annual Youth Summit through the Orange County Youth Bureau. We're bringing two youth with us that's going to represent us and speak on our programs and influence that the programs have made in their

lives and how they're benefitting from the programs that we offer.

Tomorrow, our rink is being installed, so we're going to have our guys down there watching it. We're still waiting on a few more things to come in, the ice skate holder, the sharpener. And we do have half the skates, but the other half is on back order.

The November 25th, the night of the tree lighting is going to be the first night that the ice skating rink is open. We are going to limit the session times giving most people an opportunity to get out there on the ice, so it's not going to be an hour, hour-and-a-half skating session. We're going to probably rotate it every 15 minutes just to allow everyone to try -- a chance to get on the ice -- on the ice that night.

This Saturday it's going to be cold, but the skateboarders are going to be out there at the skateboarding contest this Saturday.

Mailboxes are out if you haven't noticed. We are gladly taking any volunteers who'd like to come see us, take some letters from the kids that we receive from the mailboxes and write some letters back to the kids. We do have a script you can follow just for a guide. But we do have thousands of letters that come in, so help is needed a

lot. It's a great family event if you take some and sit home with the adult members of your household and write some letters it would be greatly appreciated.

November 26th at the dog park we're doing our Santa Paws Event. We are very happy to do it up there this year. It's definitely improving and doing more stuff at the dog park.

December 7th is going to be the Cops and Cookies Event.

December 11th is the *Polar Express* at the Paramount Theatre.

Our holiday light and decoration display contest is starting to go out now. So any houses if you live within the City of Middletown, please enter the contest. We have our bus booked and we're going to go around and start looking at the houses mid-December.

And, lastly, we have our Winter Break Program. Registration is open for the winter break from December 6th to December 31st. And registration is open for that.

Any questions?

ALD. JOHNSON: I just had one. Will there be a fee for the ice skating rink and, if so, how much?

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION:

The night of the tree lighting is going to be free. We are

also in the process of hoping to secure funding from the Orange County Youth Bureau to offer free skating on Tuesdays and Thursday evenings for the youth. But the fee we're going with what our pool prices are, so \$1.00 for children and \$3.00 for adults. And we're also -- there's going to be a \$1.00 rental fee associated if you need the rental skates.

We're also doing a session on Fridays. We're going to call it Family Fridays from 5:30 to 7:00 and it's going to be \$10. That includes your admission for up to five people and the skate rental as well.

PRESIDENT RODRIGUES: I'd like to see the Mayor skate.

JOSEPH DESTEFANO, MAYOR: I actually was a very good skater in my youth. And I think I would challenge you if you would like to take (indiscernible).

PRESIDENT RODRIGUES: I'm willing to crosscheck somebody.

ALD. MASI: How thick is that ice?

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION:
Do we got cameras down there?

Any other questions?

PRESIDENT RODRIGUES: Thank you, Raelynn.

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION:

You're welcome.

PRESIDENT RODRIGUES: City Clerk.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening.

PRESIDENT RODRIGUES: Any questions for Rick?
All right.

8. Public Hearing and Grievances:

PRESIDENT RODRIGUES: No public hearings.

9. Petitions and Complaints

(None this evening)

10. Remarks of the Alderman

PRESIDENT RODRIGUES: Remarks of Alderman.

Alderman Masi.

ALD. MASI: Oh, okay. I've got a couple things.
One, Veterans Day just passed and I want to thank everyone that reached out to me, I appreciate that.

Elections are over. I want to thank everyone that went out to vote no matter who you voted for, it's a right and I believe it's an obligation. And I'm hoping that next year it even picks up more and more people will go out and vote.

It's poinsettia time again for the Kiwanis.
Anyone that's interested in a poinsettia just let me know.

And then finally, this is probably something

Gerry would do, but I'm not sure you saw the news, Gerry, so I'm just going to say it. I happen to be watching the news and we reached 8 billion people in the world today. And they reached the 7 billion mark 11 years ago. So in 11 years, we've increased the population by a billion people.

That's all. And, by the way, happy Thanksgiving to everyone.

PRESIDENT RODRIGUES: Alderman Witt.

ALD. WITT: Thank you very much.

I have a couple of things too. I'll try to move quickly through them. We had our 1st Ward meeting on November 9th. Thank you to everyone who attended.

We're going to pass on December. Alderman Masi and I both have commitments and we're close to the holidays and a lot going on, so we're going to see everybody again in January. But please do not wait for just these opportunities to reach out to either one of us. If you have questions, we will be happy to try to help you with everything you need.

I -- I want to give a belated thank you to Maria and her team at the Paramount. We saw the ABBA and Queen shows, my wife and I, and they were tremendous. It was -- it was a great night in the city. It was good to see -- the place was pretty close to packed both nights, it

appeared to be. And just a good night all around. The City looked great. We had dinner in town and had a drink in town. And it was just -- people really should -- I know probably have been doing it for years, but really take a look at the calendar and see what's going on there because it was a really great theatre and to see these bands perform that close is pretty amazing.

I was -- it was really nice attending the Veteran's Day celebration at the -- at the Post 151 in Middletown. The Mayor spoke and Alderman Masi and Alderman Kleiner were also there. And it was -- it was nice because the speakers, the majority of the speakers, the Mayor, Judge Brockett, and Councilman Coyne from the Town of Wallkill did not serve, but still spoke. And it was nice to see that perspective that the appreciation that was shown from people and different walks of life and -- and how it affected them and what it meant to the -- to have the people who served for us, so we have the freedoms that we had.

One -- one person who I was kind of taken by listening to her who did serve and her name is Tonya Nelson-Waller. And she is the veteran's advocate. And I actually spoke with her this afternoon and she was fine with me telling people that here what she does is she

educates veteran's as to the benefits that they are entitled to and also assist them in going through the process because it can be very overwhelming.

And she was telling me a lot of different things that she -- she did for them. And I pretty much told her that if I tried to repeat it, I would screw it up. So she offers her number. And she offered it that day as well. And her number is 845-313-3944. So she is a veteran's advocate. And if a veteran is not listening here, maybe a family is. She seemed really nice and she was really eager to help everybody, so thank you very much.

PRESIDENT RODRIGUES: Thank you.

Alderman Green.

ALD. GREEN: Yes, Thank you. As well, thank you again to all of our veterans. You know, Veterans Day -- is -- is often mistaken with Memorial Day and -- and things like that. But, again, it's all about those who served our country and, you know, thank you to Alderman Masi being our sole veteran on the Council. That's always important to show our appreciation.

Beautiful tree that will be lit next week. I really can't wait to see it. The parade is always great and it sounds like we have an amazing, you know, weekend set with Small Business Saturday, ice skating and movies at

the Paramount as usual. So it's going to be a great week for Middletown next week. And I want to wish everyone a very happy and healthy Thanksgiving. Thank you.

PRESIDENT RODRIGUES: Thank you. Alderman Kleiner.

ALD. KLEINER: Thank you. I also want to thank American Legion Post 151 for their Veteran's Day event. It was very nice. We had a suggestion at our constituents meeting about cleaning up the monuments in Thrall Park and speaking of veterans and Memorial Day. And I have lots of D2 which is what you use to clean those available for people if any of the service clubs or anyone wants to take that on. You would -- it's -- it's not -- the City does not own the monuments, so we would coordinate that. But it's available. It's something to think of for not going into winter, but for next spring it would be a nice idea, so I'll pass that along.

I also want to thank all the people involved in making Election Day go smoothly in Middletown. The early voting, I thank the volunteers, all the staff members, they are paid, but it is a long day. And we're not really happy with Boyce blocking off the entrance to the -- during early voting a couple of times, but I think that finally got straightened out.

I want to congratulate Pat Ryan our new congressman elect and James Skoufis. Once the lawsuits are all settled will be our new State Senator Elect. And Aileen Gunther is going to return to the assembly for another term. So congratulations to them.

Also had from our constituents meeting asking people when they speak and when they try and listen to meetings, I think it's not so much with Council meetings because we're all at this point pretty good at using the microphones. But other meetings a lot of times with the Planning Board, sometimes with the Police Commission, sometimes with the Zoning Board you can't tell who's speaking and they don't turn their microphones on and it is a public meeting. And it is your responsibility to use the microphone and be heard. So I put that out there, in fact, particularly, for people in charge of those meetings to please remind the people to use the microphones.

I want to thank Alderman Masi also for -- I had mentioned to him about the issue of dealing with the feral cat populations in Middletown. And he was able to put some money in the budget, so we'll be able to address that issue.

And I'm going to -- I'm going to skip anything else and just wish everyone a happy Thanksgiving. And we

will see you in December. Thank you.

PRESIDENT RODRIGUES: Thank you. Alderwoman Ramkissoo.

ALDERWOMAN RAMKISSOON: Good evening. Sorry. So I just wanted to make sure that the 3rd Ward constituents know that our board meeting which would normally fall on the Tuesday right before Thanksgiving will be cancelled. The holidays sit right there and it's just not humanly possible with the amount of cooking that I need to do. But that one and then, again, obviously it will lead us to that week between Christmas and New York. So we, again, will reconvene in January. But no one ever hesitates to reach out to us, so I'm not worried.

I hope everyone has a wonderful and happy Thanksgiving week. And that is all I have. I'm excited. I just hope it's not as cold at the tree lighting as it was last year because that was brutal.

PRESIDENT RODRIGUES: Alderman Johnson.

ALD. JOHNSON: Yeah, you know, electing -- voting has become a much more appreciated activity in the last year or two then it used to be. So early voting is a beautiful thing. They manned it for several days. It took me exactly four minutes to vote and I appreciate that opportunity.

And for Thanksgiving, we're maybe moving past COVID where people can all be together in the same place at the same time. So happy Thanksgiving and I'm sure we'll all find something to be thankful for. Thank you.

PRESIDENT RODRIGUES: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Yes. Thank you, good evening. Just want to wish everyone a happy Thanksgiving.

Maria, I know your team always do a wonderful job with the tree lighting, so I'm looking forward to it. Thank you.

PRESIDENT RODRIGUES: Tobin.

ALD. TOBIN: Yes. Thank you everybody for everything you're doing. Veterans, thank you and the words you said, Kevin, thank you and Maria for all the work.

Also, to piggyback for what Alderman Kleiner says about hearing. I know like you guys I go to a ton of meetings and it's a peeve of mine when someone says -- especially teachers were the worst, I've got teacher voice, I don't need the microphone. And if you are hard of hearing, you got to use the microphone. People that have like hearing aids and are hard of hearing, they can't hear you. So, you know, please use the mic, don't use the teacher voice or whatever if you can.

I went to -- I was invited by County Executive

Steve Neuhaus to go to where my (indiscernible) has a teacher, county active shooter drill. And they got all the schools in the -- in the county together. Chief Ewanciw was there which I'm proud. He was, you know, sitting right by the superintendent in Middletown taking an active part. Not all the police departments were there. And so I'm glad to see Middletown really be engaged in keeping our schools safe.

I'd like to thank the County Executive for putting together -- it's one of those things that you, you know, you hope you never have to do, but you want to be ready for. And it looks like Middletown is prepared. And I'd like to, you know, thank all of the officers that do protect our schools for making us feel safe. So that was definitely commendable and hope the County Executive makes it a regular thing. And, you know, you can -- you can never be too prepared, so thank you Chief Ewanciw.

11. Unfinished Business.

(None this evening)

12. New Business.

PRESIDENT RODRIGUES: Thank you. New business.

RICHARD MCCORMACK, CITY CLERK: Good evening. We have a Resolution sponsored by Alderman Masi authorizing a \$3,132.76 dollar budget transfer for maintenance and winter

supplies at the Parks Department.

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

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

Good evening. We have a Resolution sponsored by Alderman Masi authorizing a \$3,132.76 dollar budget transfer for maintenance and winter supplies at the Parks Department.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution sponsored by Alderman Tobin accepting a funding award of \$4,806 from the County of Orange for the Stop DWI Program.

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

Roll Call: Ayes: Tobin, Jean-Francois, Johnson,

Ramkissoon, Kleiner, Green, Witt, Masi, President
Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: A Resolution
sponsored by Alderman Green to accept a Dormitory Authority
of the State of New York Grant for \$1,000,000.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution
sponsored by Alderman Witt authorizing a \$3,000 budget
transfer for a new dimmer pack for lighting at the
Paramount Theatre.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution
sponsored by Alderman Kleiner authorizing an agreement with
Young Explosive Fireworks Exhibits for the 2023 fireworks
display.

PRESIDENT RODRIGUES: Resolution sponsored by

Alderman Kleiner, seconded by Alderman Green. Any discussion? Roll.

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

RICHARD MCCORMACK, CITY CLERK: A Resolution sponsored by Alderman Ramkissoo awarding bids for surplus vehicles.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution sponsored by Alderman Jean-Francois authorizing a \$50,000 budget transfer for the Department of Public Works.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution

sponsored by Alderman Tobin authorizing a \$12,687 budget transfer for a burn simulator training building.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution sponsored by Alderman Masi authorizing an agreement with Marshall & Sterling for workers' compensation services for the 2023 year.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution sponsored by Alderman Masi adopting the 2023 General City Government Water Department and Sewer Department budgets.

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

Roll Call: Ayes: Tobin, Jean-Francois, Johnson,

Ramkissoon, Kleiner, Green, Witt, Masi, President
Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: A Resolution
sponsored by Alderman Johnson authorizing a tax lien sale.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution
sponsored by Alderman Johnson authorizing the Treasurer to
relevy delinquent water and sewer bills.

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

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

RICHARD MCCORMACK, CITY CLERK: A Resolution
sponsored by Alderman Masi authorizing a budget transfer to
cover overdrafts.

PRESIDENT RODRIGUES: Resolution sponsored by
Alderman Masi, seconded by Alderman Johnson. Any

discussion? Roll.

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

RICHARD MCCORMACK, CITY CLERK: A Resolution sponsored by Alderman Johnson authorizing a public hearing on an addition of the type of use allowed in the C-2 zoning district.

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

ALDERMAN: Is this just for the -- is the Sprague Street that special -- okay. So it's not all of the C-2, right, just -- okay. All right.

PRESIDENT RODRIGUES: (Indiscernible).

ALDERMAN: Okay.

PRESIDENT RODRIGUES: And I just want to say I'm going to abstain. I represent the seller. Anyone else? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi; Abstain: President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: A Resolution sponsored by Alderman Johnson an amendment to City Code.

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

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

12. Local Laws

(None this evening)

13. Audit

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

PRESIDENT RODRIGUES: Motion by Alderman Masi, seconded by Green. Any discussion? Roll.

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

PRESIDENT RODRIGUES: Alderman Kleiner.

ALD. KLEINER: Before we adjourn, I just I promised I would mention this. The warming station opens this Sunday, November 20th. And I need to announce that and to let people know starting on Sunday especially if it's snowing and cold tonight that it will be open from -- from Sunday going on through close to April.

And if you are able to, thanks to the Touro College students we have a lot of volunteers for the overnights, but there still are some spots for people to prepare meals. And you can go to the Middletownwarmingstation.com. And under that you will find the take-them-a-meal section. And you just put in client is warming station and the password is meal and you can volunteer to bring in a meal any one of those nights. And there are a lot of open spots. Thank you.

PRESIDENT RODRIGUES: No, thank you.

15. Adjournment

PRESIDENT RODRIGUES: All right. Move for adjournment.

ALD. JOHNSON: So moved.

ALD.: Second

(PROCEEDING CONCLUDED)

CERTIFICATE

I, LISA KANE, certify the foregoing transcript of proceedings of the November 15, 2022 Middletown City Council meeting was prepared using the required electronic equipment and is a true and accurate record of the proceedings.

Signature: *Lisa Kane*

Date: December 12, 2022

Agency: American Legal Transcription

11 Market Street, Suite 215

Poughkeepsie, New York 12601

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Witt

Date of Adoption 11.15.22

Index No: 260-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a \$3132.76 Budget transfer for Maintenance Winter Supplies

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$3132.76, in the following manner, to cover maintenance winter supplies.

FROM	AMOUNT	TO
A.7180.100 – Personnel Services	\$2,265.76	A.7020.450
		Gen. Rec. Materials & Sup.
A.7180.440 – Repair to Equipment	\$571.25	
A.7180.441 -Pools	\$295.75	

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

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Johnson

Date of Adoption 11.15.22

Index No: 261-22

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

**Resolution accepting A Funding Award of \$4806 from the
County of Orange for the Stop-DWI Program**

WHEREAS an Inter-Municipal Agreement with the County of Orange was approved by the Common Council in March 2022, for STOP DWI funding for the contract dates of March 12, 2022 through January 1, 2023 and

WHEREAS Chief Ewanciw was notified that the third enforcement period funding has been awarded in the amount of **\$4,806**; and

NOW THEREFORE BE IT RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts the funding award in the amount of \$4,806

BE IT FURTHER RESOLVED that Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds into the STOP-DWI DWI budget line within the Police Department Budget.

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

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Tobin

Date of Adoption 11.15.22

Index No: 262-22

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

Resolution to accept a Dormitory Authority of the State of New York Grant for \$1,000,000

BE IT RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts DASNY Grant #25220/Acquisition of Various Properties in Downtown Middletown in the amount of \$1,000,000.00. This grant will be applied to the Downtown Infill Project for the acquisition of properties related to this project.

BE IT FURTHER RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and authorizes the Mayor, as the sole signatory, to sign any and all documents pertaining to this grant.

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

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Masi

Date of Adoption 11.15.22

Index No: 263-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

**Resolution authorizing a \$3000 Budget Transfer for a new dimmer pack for lighting at the
Paramount Theatre**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$3000, in the following manner, new dimmer pack for lighting of the main theatre.

From	Amount	To
A.7010.470	\$3,000.00	A.7010.200
Repairs to Building		Equipment

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

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Green

Date of Adoption 11.15.22

Index No: 264-22

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

**Resolution authorizing an agreement with Young Explosives Fireworks Exhibitions for the
2023 Fireworks Display**

BE IT RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Young Explosives Fireworks Exhibition agreement for the 2023 fireworks display.

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

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

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Johnson

Date of Adoption 11.15.22

Index No: 265-22

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

Resolution awarding bids for surplus vehicles

BE IT RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and awards the following bids for surplus vehicles auctioned off through Auctions International:

2008 Ford Crown Vic (VIN#2FAHP71V88X1J9143) - \$1,150.00

2011 Ford Crown Vic (VIN#2FABP7BV7BX109247) - \$1,425.00

2006 Chevy Tahoe/Police Vehicle (VIN#1GNEK13Z66R155650) - \$2,425.00

2007 Ford Crown Vic (VIN#2FAHP71W27X148677) - \$1,175.00

2006 Chevy Tahoe/Police Vehicle (VIN#1GNEK13236R157484) - \$1,475.00

Total \$7,650.00

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

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Tobin

Date of Adoption 11.15.22

Index No: 266-22

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

Resolution authorizing a \$50,000 Budget transfer for the Department of Public Works

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$35,000, in the following manner, to cover Chemicals needed for the Waste Water Treatment Plant.

FROM	AMOUNT	TO
F.8330.440	\$35,000.00	F.8330.458
Repairs to Equipment		Chemicals

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$15,000, in the following manner, for the Street Department for the remainder of the year due to rises in costs.

FROM	AMOUNT	TO
A.8160.440	\$15,000.00	A.5110.450
Repairs to Equipment		Materials & Supplies

COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Green

Date of Adoption 11.15.22

Index No: 267-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a \$12,687.25 Budget transfer for a Burn Simulator training building

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$12,687.25, in the following manner, to provide the City's portion of the burn simulator training building project covered by the \$75,000 grant secured by Senator Skoufis.

From:	Amount	To:
A.3410.493	\$12,687.25	H.797.900
Training Field Improvements		Fire Operations & Safety Equipment

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Johnson

Date of Adoption 11.15.22

Index No: 268-22

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

**Resolution authorizing an agreement with Marshall & Sterling for Workers Compensation
Services for 2023**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approves the attached contract with Marshall & Sterling, Inc. for consultant work related to Workers Compensation for a cost of \$42,000.00. The terms are the same as last year.

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

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Kleiner

Date of Adoption 11.15.22

Index No: 269-22

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

**Resolution adopting the 2023 General City Government, the
Water Department and the Sewer Department Budgets**

Whereas, the Board of Estimate and Apportionment has approved and submitted an itemized statement in writing of the estimated revenues and expenditures of the General City Government, the Water Department and the Sewer Department other than amounts to be raised by taxation for County purposes, for the fiscal year January 1, 2023 through December 31, 2023, and,

Whereas, the estimates are entered in full in the minutes as attached to this resolution, and

Now, therefore, be it resolved and ordained that the Common Council of Middletown, NY does hereby approve and adopt the aforesaid annual budget presented as follows:

Description:	General Fund	Water Fund	Sewer Funds
Revenue	\$23,206,767	7,263,594	\$5,768,935
Expense	\$45,517,734	7,263,594	\$5,768,935

Appropriation:

Estimated Revenue: \$23,206,767

Tax Levy – General City Purpose: \$22,310,967

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Tobin

Date of Adoption 11.15.22

Index No: 270-22

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

Resolution authorizing a Tax Lien Sale

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes Corporation Council and the City Treasurer to hold a tax lien sale on Saturday, December 17, 2022 at 10am in the Common Council Chambers, Second Floor, City Hall, 16 James Street, to offer for sale all properties which have delinquent taxes and assessment prior to October 1, 2021.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Green

Date of Adoption 11.15.22

Index No: 271-22

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

Resolution authorizing the Treasurer to Re-Levy Delinquent Water and Sewer Bills

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to re - levy 2021 water and sewer delinquent bills into the 2023 real property tax bills in the following amounts:

Unpaid Sewer: 403 Parcels = \$341,484.44

Unpaid Water: 404 Parcels = \$504,614.82

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Johnson

Date of Adoption 11.15.22

Index No: 272-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing Budget Transfers to Cover Overdrafts

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer funds, in the following manner, to cover overdrafts.

FROM	TO	AMOUNT
A.1325.422 Personnel Training	\$71.93	A.1325.401 Travel Expense
A.1930.930 Judgement & Claims	\$5,103.88	A.1620.474 Rental -Parking Lots
A.9000.830 Social Security Payments	\$140	A.3010.408 Footwear Allowance
A.9000.830 Social Security Payments	\$7,479.21	A.9000.870 Unused Sick leave

A.3120.100	\$78,202.16	A.3120.108
Personal Services		207C-Police
A.9000.810	\$1,823.84	A.1490.479
Retirement System		Public Works - Equipment Rental
A.9000.810	\$492.30	A.1420.479
Retirement System		Corp Counsel -Equipment Rental
G.9000.830	\$2,831.87	G.9000.840
Social Security Payments		Workmen's Compensation
CD Fund Balance	\$126,000	CD.8668.457

Program Elements – Single/Multi Family

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Ramkissoon

Date of Adoption 11.15.22

Index No: 273-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues			X	
TOTAL	8		1	

**Resolution authorizing a public hearing on an addition of the type of use allowed in
the C-2 zoning district**

WHEREAS, the City of Middletown has been presented with a proposal for an office for a commercial cleaning business at the corner of Sprague Avenue and Sterling Street, and

WHEREAS, the Mayor is recommending an addition of this type of use in the C-2 zoning district in the subject area

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Middletown will hold a public hearing on the proposed change on Tuesday, December 6, 2022 at or as near to 7:30 PM as possible in the Common Council Chambers, 16 James Street, 2nd Floor, Middletown, NY.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Green

Date of Adoption 11.15.22

Index No: 274-22

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

Resolution authorizing an Amendment to City Code

WHEREAS, the Corporation Counsel has recommended an updating of the penalty and other provisions of Article I of Chapter 416.

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 416, Streets and Sidewalks, be and is hereby amended by replacing Article I (General Regulations) to read as follows:

Article I. General Regulations.

§ 416-1. Vehicles on sidewalks.

No person shall drive, back or in any manner place any motorized vehicle and/or trailer and dumpster upon any of the sidewalks of said City, except to cross the same to enter a yard or lot.

§ 416-2. Obstructing and encumbering streets.

No person or persons shall encumber or obstruct any street, road or highway in said City with any motor vehicles, sleigh, sled, wagon, cart, carriage, timber, boards, plank, lumber, bones, barrels, hogsheads, firewood, staves, manure, rubbish, lime, brick or any other material or things, except as provided in **Sections 416-3 and 416-4.**

§ 416-2.1. Repair, maintenance or cleaning of motor vehicles in City streets prohibited.

The repair, maintenance or cleaning of motor vehicles in City streets is prohibited, unless specifically authorized by the Commissioner of Public Works.

§ 416-3. Building materials in streets.

The Commissioner of the Department of Public Works may, in his or her sole discretion, grant to any person permission to place any building materials in any of the streets of the City; such permission, however, shall not be for a longer period than six months nor authorize the obstruction of any of the sidewalks or crosswalks or gutters nor more than 1/3 of the carriageway of the street opposite the lot or place where such building is proposed to be erected. Any such permission may be revoked by the Commissioner at any time.

§ 416-4. Removal of building materials from streets.

Every person to whom permission may be granted, pursuant to Section 416.3, shall cause all the timber, building materials or rubbish arising therefrom to be removed from the street by the expiration of the time limited in such permission, or the revocation thereof.

§ 416-5. Cellarways to be guarded.

The owner of every building having a stairway or cellarway projecting into any street in the City shall guard the same at all times with good and sufficient railing.

§ 416-6. Fences, buildings, permanent structures not to encroach.

No person may erect or cause to be erected any fence, building or other permanent structure on his/her premises in the City which shall in any manner encroach upon the boundaries of any street thereof.

§ 416-7. Structures prohibited on sidewalks.

No awning, shed or structure of any kind, nor any awning frame or post, shall be erected over any of the sidewalks of the City.

§ 416-8 Barbeques.

It shall be unlawful to barbeque foods or emplace barbeque equipment on any sidewalk in the City of Middletown.

§ 416-9 Penalties.

Any person who violates any of the provision of this Article or any person who owns or controls property upon which such violation occurs shall, upon conviction, be guilty of an offense punishable by a fine of not less than \$150 nor more than \$1,000 or by imprisonment for a period not exceeding 15 days, or by both such fine and imprisonment. Each day that a violation is permitted to exist shall constitute a separate offense. The term "person," as used in this Article, shall include the owner, property manager as defined in Chapter 296 of the City Code, occupant, mortgagee, vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm or corporation directly or indirectly in control of a premises or part thereof.

Section 2 - This resolution and ordinance shall take effect immediately

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Green

Date of Adoption 11.15.22

Index No:

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

**I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE
TREASURER BE AUTHORIZED TO ISSUE WARRANTS FOR THEIR PAYMENTS**

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 287-22

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

**Resolution authorizing an agreement with Aquatic Analysts, Inc for
AquaMaster aeration fountain**

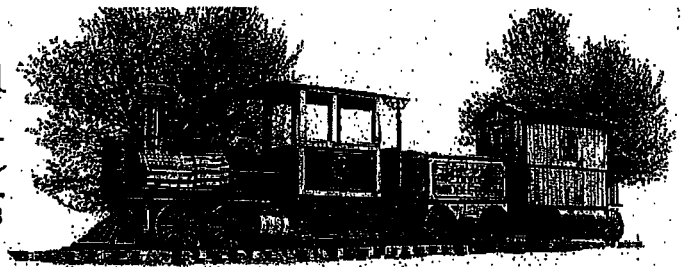
RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes an agreement with Aquatic Analysts, Inc for the sale, delivery and installation of an AquaMaster aeration fountain at Fancher Davidge Park.

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.

The Recreation Department recommends using Aquatic Analysts, Inc. for the purchase and installation of a new AquaMaster aeration fountain for Fancher Davidge Park Summit Pond. The proposal of \$16,666.00 includes the sale, delivery, installation and 5-year warranty. Aquatic Analysts is our preferred vendor for the previous fountain at Fancher Davidge Park and the current fountain at Maple Hill Park.

Middletown Recreation and Parks Department

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



Thursday, December 8, 2022

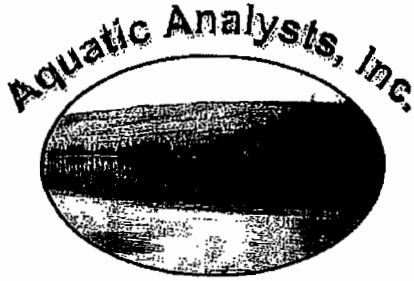
Dear President Rodrigues & Council Members:

Our Department suggests using Aquatic Analysts, Inc. for the purchase and installation of a new AquaMaster aeration fountain for Fancher Davidge Park Summit Pond. The proposal of \$16,666.00 includes the sale, delivery, installation and 5-year warranty. Aquatic Analysts is our preferred vendor for the previous fountain at Fancher Davidge Park and the current fountain at Maple Hill Park.

RESOLVED, that the Common Council of the City of Middletown, NY, does hereby authorize the Mayor to sign the Aquatic Analysts, Inc Agreement for the sale, delivery and installation of an AquaMaster aeration fountain.

Sincerely,

**Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Dept.**



P.O. Box 66
Middleville, NJ 07855
(973) 383-6264 Phone
(973) 383-7314 Fax
Info@aquaticanalysts.com E-mail
www.aquaticanalysts.com

November 29, 2022

Via E-Mail
(jbianchi@middletown-ny.com)

John Bianchi
Middletown Recreation and Parks
393 County Route 78
Middletown, NY 10940

Dear Mr. Bianchi:

Aquatic Analysts, Inc. (AAI) is pleased to submit this proposal for the sale, delivery and installation of an AquaMaster aeration fountain in Summit Pond at Francher Davidge Park located in Middletown, NY in 2023. AAI is a registered distributor and authorized service center for AquaMaster fountains.

SCOPE OF WORK

AAI will sell and deliver one (1) AquaMaster (5.5HP, 208-240V) three phase, Volcano III aeration fountain, with the Etna spray pattern, control panel and 4-LED 35 watt white lights. The spray height is 9 feet, the spray diameter is 28 feet and the pumping rate is 1,377 gpm. The underwater 8/4 electrical cable length will be 350 feet for the fountain and the underwater 14/3 electrical cable for the lights will be 350 feet. There is a five-year warranty on the fountain.

We will anchor the aerator to the bottom of the pond with cement blocks. A licensed electrician will be required to connect the control panel to an electrical source at the shoreline. AAI will not be responsible for the electrical wiring.

COST AND PAYMENT

The cost of the services described in this 2023 proposal will be as follows:

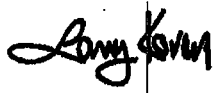
1. One, 5.5 HP, 230 V three phase AquaMaster Volcano III aerator including control panel, Etna spray pattern, 350 feet of 8/4 electrical cable, 4-LED 35 watt white light set with 350 feet of 14/3 underwater electrical cable, freight and labor to assemble fountain.\$16,296.00

2. Installation.....\$370.00

Total\$16,666.00

AGREEMENT

If you agree to this proposal, please sign below and return a copy of the last page along with your purchase order.



Aquatic Analysts, Inc. _____
Larry Kovar, President, CLM

Middletown _____
Representative

Date of agreement _____

CITY OF MIDDLETOWN

16 JAMES STREET
MIDDLETOWN, NY 10940
PHONE # (845) 346-4150 FAX # (845) 343-1101

PO Number : 20221339
Date : 12/02/2022
Page: 1 of 1

Purchase Order**Ship To:**

Vendor : 000100.093
AQUATIC ANALYSTS INC.
P.O. BOX 66
MIDDLEVILLE, NJ 07855

Bill To:**Description:** SALE, DELIVERY AND INSTALLATION OF NEW FOUNTAIN AT FANCHER DAVIDGE PARK

Qty.	Unit	Description	Unit Price	Amount
		SALE, DELIVERY AND INSTALLATION OF NEW FOUNTAIN AT FANCHER DAVIDGE PARK A.7110.478		16,666.00
Total:				\$16,666.00

Ordered By: RAVILES Req. Date: 11/29/2022 Req. No: 20221324 Approved By:

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 288-22

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

Resolution authorizing an agreement with Tri-State Geese Police

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes an agreement Tri-State Geese Police Contract to control the Geese Population in Watts Memorial Park, Maple Hill Park, and Fancher Davidge Park and Davidge Park Expansion.

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.

The Recreation Department's recommendation for Canadian Geese Control for 2023 is to continue with the Tri-State Geese Police. Tri-State Geese Police quote for 2023 is \$365.00/week, which is \$15.00 increase from last year. Their work last year met expectations in reducing the goose population in our parks.

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 1, 2022

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 visit your site several times a day during the initial two weeks of service. 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 Dog Park**

Weekly Price: **\$ 365.00 /Per Week****
Billed directly to facility.

****Price if sites are serviced simultaneously****

****Suggested Service Dates: February 20, 2023 – June 18, 2023 and August 14, 2023 – November 26, 2023 (32 Weeks Total)****

Addling Fee: \$75.00/ Per Nest Found and Treated
(We Addled 5 Nests in 2022. Budget for the same amount in 2023 \$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 _____, 2022.

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 Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 289-22

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

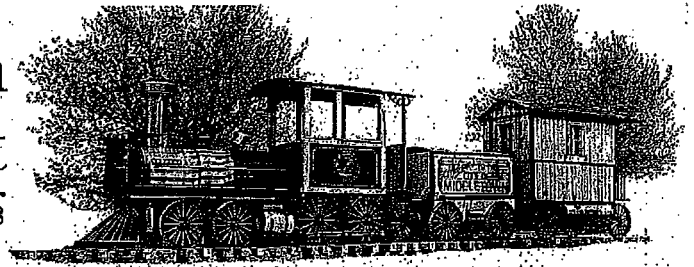
**Resolution authorizing a \$10,000 Budget Transfer within the Recreation & Parks
Department Budget**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$10,000, in the following manner, to cover the overdrawn account and 2 additional maintenance part-timers for the remainder of 2022.

FROM	AMOUNT	TO
A.7321.100	\$10,000	A.7140.100
Special Programs– Personal Services		Playground – Personal Services.

Middletown Recreation and Parks Department

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



Wednesday, December 14, 2022.

RE: Transfer within 2022 Operating Budget

Dear Board of Estimates & Council Members:

The Recreation & Parks Department is requesting authorization for the Treasurer to transfer \$10,000.00 from account A.7321.100 Special Programs - Personal Services to account A7140.100 Playground - Personal Services. This is to cover the overdrawn account and 2 additional maintenance part-timers for the remainder of 2022.

Sincerely,

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

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 290-22

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

Resolution authorizing an agreement with Nearmap

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Nearmap for use in the Assessor's Office.

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.

Richard McCormack

From: Marianne Feely
Sent: Wednesday, December 7, 2022 12:37 PM
To: Leonora Liz
Cc: Richard McCormack
Subject: Board of Estimates
Attachments: Nearmap.pdf

Hi Leonora,

Can you please include the attached Nearmap renewal contract in the next Board of Estimates meeting? Nearmap is a mapping company that captures aerial imagery twice a year for our area. It is an integral tool for my office.

If you have any questions, please let me know.

Marianne Feely
Commissioner of Assessment
City of Middletown
16 James Street
Middletown, NY 10940
(845)346-4141

RENEWAL QUOTE

nearmap
current: clear: change

Nearmap US, Inc.
 10897 South River Front Parkway, Suite 150
 South Jordan, UT 84095 USA
Phone: +1 (801) 609 7250

Customer Name	City of Middletown, NY	Quote Number	Q084652
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	12/07/2022
Subscription Term	12 Month	Account Rep	Jon McGuinn jon.mcguinn@nearmap.com
Subscription Start Date	01/11/2023	Payment Term	Net 30
		Payment Method	Invoice
Bill To	City of Middletown, NY Marianne Feely 16 James Street, Middletown, New York, 10940 8453464141 mfeely@middletown-ny.com	Ship To	City of Middletown, NY Marianne Feely 16 James Street, Middletown, New York, 10940 8453464141 mfeely@middletown-ny.com

PRODUCT	ALLOWANCE	COVERAGE	SEATS
GeoData Link	NA	Nationwide	NA
3D Viewer	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$2,500.00
Estimated Tax			\$0.00
Total			USD \$2,500.00

ACCEPTANCE OF Q084652 will constitute an Agreement with Nearmap

By selecting "Yes" or signing below, you acknowledge that (a)(i) the attached terms and conditions will continue to form part of the Agreement with the Licensee, (ii) the Additional Terms and Conditions in the latest signed Quote between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (iii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

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

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Additional Terms and Conditions



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE. YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
 B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "Agreement").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "License").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement, subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "Renewal Term") unless terminated by either party by providing at least thirty (30) days written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:

- (a) machine learning models (including the model form and model parameters);
 (b) outputs of machine learning models;
 (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
 (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

- (a) use its access to the Products under this Agreement for the purposes of creating a database of Imageries for resale, distribution, sublicense, or other commercial purposes and mass downloads or bulk feeds of any Imagery; and
 (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorised by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

- (a) provide a link to another URL;
 (b) upload content or other information to the Website (except as necessary to use the Products);
 (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
 (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
 (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
 (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
 (g) remove any content or information from the Website, other than that permitted under the terms of this License;
 (h) falsify the true ownership of a Product or other material or information made available via the Website;
 (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
 (j) use the Website other than in accordance with this Agreement;
 (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
 (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that password/ID;
 (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
 (c) immediately cease the Licensee's access to the Product;
 (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
- (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
- (c) terminate this Agreement in accordance with section 6.3. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
4. **FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.
5. **THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
- (i) License;
- (ii) Products; and
- (iii) Website.
6. **TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and

continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
- (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement, or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
7. **INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
8. **THIRD PARTY PROVIDERS**
- 8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee.
https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html;

- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "AWS Services") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
- (i) [\(http://aws.amazon.com/privacy/\)](http://aws.amazon.com/privacy/) Privacy Policy
 - (ii) [\(http://aws.amazon.com/aup/\)](http://aws.amazon.com/aup/) Acceptable Use Policy
 - (iii) [\(http://aws.amazon.com/terms/\)](http://aws.amazon.com/terms/) Terms of Use
 - (iv) [\(http://aws.amazon.com/service-terms/\)](http://aws.amazon.com/service-terms/) Service Terms
 - (v) [\(http://aws.amazon.com/trademark-guidelines/\)](http://aws.amazon.com/trademark-guidelines/) Trademark Guidelines
- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright/>).
- 9. WARRANTY AND LIABILITY**
- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.**
- 9.3 **NO REPRESENTATIONS WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.**
- 9.4 **LIMIT OF LIABILITY NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.**
- 9.5 **NO LIABILITY FOR CLAIMS TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.**
- 9.6 **AGGREGATE LIMIT IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.**
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and

- costs) arising from or out of:
- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
 - (b) the Licensee's use of the Product for any purpose; and
 - (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.
- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.
- 10. COPYRIGHT COMPLAINTS**
- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("Infringement Claim"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- (a) promptly notify Nearmap of any such Infringement Claim;
 - (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
 - (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
 - (d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- (a) that arises from any:
 - (i) use of the Product in violation of this Agreement;
 - (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
 - (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
 - (b) if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.
- 11. PRIVACY POLICY**
- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.
- 12. FORCE MAJEURE**
- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("Force Majeure Event"):
- (a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
 - (b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
- (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
 - (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
 - (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.
- 13. CONFIDENTIALITY**
- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know, for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

- 15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

- 16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("Survey"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.
- 16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.
- 16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.
- 16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.
- 16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

17. MISCELLANEOUS TERMS

- 17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time to time.
- 17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 17.3 **Precedence of Documents** This Agreement is comprised of:
- (a) the Additional Terms and Conditions;
 - (b) the Quote;
 - (c) any Product-Specific Terms; and
 - (d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's purchase order.

- 17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 17.10 **Entire Agreement** This Agreement:

- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and supersedes any prior agreement or understanding on anything connected with that subject matter.

- 17.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

- 17.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

- 17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business (without giving effect to the conflicts of laws provisions thereof).

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified in the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Business Days means any day other than a Saturday, a Sunday or a recognized public holiday in Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

- (a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
- (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
- (c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

Fees means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5%

per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm PT.

Periodic Allowance or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration, or attempt to integrate, the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located [here](#).

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

Survey Specification means the survey specification referred to in the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

Website means all pages and sub-sites available within the nearmap.com domain.

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:

- a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
- b. **Fair Use Policy** means this policy;
- c. **Nearmap, we, us or our** means Nearmap US, Inc.;
- d. **Products** has the meaning given to that term in Your Nearmap Agreement;
- e. **Services** has the meaning given to that term in Your Nearmap Agreement;
- f. **You or Your** means any customer of Nearmap;
- g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
- h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:

- a. restrict Your access to low resolution imagery for the remainder of the month; and/or
- b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- c. restrict Your access for the remainder of the month; and/or
- d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- e. immediately cease Your access to Nearmap; and/or
- f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 291-22

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

**Resolution authorizing a \$5,000 Budget Transfer within the Goldenarea Budget to cover
the cost of repairs for shuttle bus**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$5,000, in the following manner, Budget to cover the cost of repairs for shuttle bus needed for daily operations in remainder of 2022.

FROM	AMOUNT	TO
GA.5680.100	\$5,000	GA.5680.440
Personal Services		Repairs to Equipment

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 292-22

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

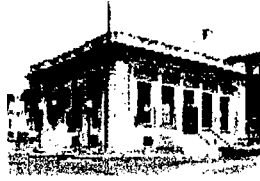
**Resolution to accept an award of \$50,000 Department of Homeland Security's State
Homeland Security Grant Program**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts an award in the amount of \$50,000 from the Department of Homeland Security's State Homeland Security Grant Program (SHSP) for the sustainment, maintenance, and enhancement of our explosive detection canine team assets, through equipment, training, exercise, and planning projects that support terrorism prevention activities in our jurisdiction.

The performance period for this grant is October 1, 2022, through August 31, 2023.

The funds for this account will be expended on line A.3135.200

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 13, 2022

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: Department of Homeland Security Grant

Dear Mayor DeStefano and Members of the Council:

We are requesting permission to accept an award in the amount of \$50,000 given to us by the Department of Homeland Security's State Homeland Security Grant Program (SHSP) for the sustainment, maintenance, and enhancement of our explosive detection canine team assets, through equipment, training, exercise, and planning projects that support terrorism prevention activities in our jurisdiction.

The performance period for this grant is October 1, 2022 through August 31, 2023.

Upon approval, I am asking that a **separate budget line** item be set up to access these funds.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Ewanciw", written in a cursive style.

John Ewanciw

RB:ccd

8



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

September 29, 2022

The Honorable Joseph DeStefano
Mayor, City of Middletown
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano:

I am pleased to announce that the City of Middletown has been awarded \$50,000 in federal funding under the FY2020 Explosive Detection Canine Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is October 1, 2022 through August 31, 2023.

As outlined in your application, this funding is provided for the sustainment, maintenance, and enhancement of your explosive detection canine team assets, through equipment, training, exercise, and planning projects that support terrorism prevention activities in your jurisdiction.

We encourage you to review the objectives of this targeted grant opportunity as we reach out to you to execute your contract. One of the primary objectives requires grantees to continually update their DHS Office for Bombing Prevention *Explosive Detection Canine Capability Assessment Reports*, specifically when they have completed a significant project that demonstrates capability growth, and we strongly recommend that you update your assessment report annually. Additionally, all grantees are required to be registered users of the Bomb Arson Tracking System (BATS), administered by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), to document the incidents to which their teams respond and the activities they perform.

Additionally, all capabilities developed through federal FY2020 SHSP funding are required to be deployable regionally and nationally per the federal guidelines. All funding is subject to both New York State and federal guidelines and regulations.

In order to ensure these funds are made available as quickly as possible, a representative from DHSES' Grants Program Administration Unit will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Director of Grants Program Administration, Eric Abramson at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Bray".

Jackie Bray
Commissioner

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 293-22

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

Resolution authorizing an agreement with Next Request for a FOIL Management System

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Next Request for a FOIL Management System.

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.

Richard McCormack

From: Richard McCormack
Sent: Tuesday, December 13, 2022 3:16 PM
To: Leonora Liz
Subject: BOE Request
Attachments: City of Middletown, NY - NextRequest - Account Order Form for Signature.pdf



Richard P. McCormack
City Clerk, Registrar

CITY OF MIDDLETOWN

Office of the City Clerk, Registrar & Common Council Clerk

16 James Street, Middletown, NY 10940
Tel: (845) 346-4166 Fax: (845) 344-5428 www.middletown-ny.com

TO: Board of Estimate
FROM: Rick McCormack, City Clerk
DATE: Tuesday, December 13, 2022
RE: FOIL Processing System

Attached please find a proposal from Next Request for a FOIL processing system.

This system will streamline our FOIL fulfillment process, making it easier to submit, track and respond to FOIL requests. It will eliminate the need for paper requests and help to ensure timely responses to completing requests.

I am requesting the Board of Estimate approve the proposal and authorize the Mayor to sign the proposal.

Richard P. McCormack

City Clerk, Registrar/Clerk of the Common Council
Records Management Officer
City of Middletown, New York 10940
(845)346-4168 (desk)
(845)344-5428 (fax)
rmccormack@middletown-ny.com

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



NextRequest for City of Middletown, NY

Prepared for: Rick McCormack

Prepared by: Jessica Howe (NextRequest)

Date: Dec 9, 2022

What do I get with NextRequest?	<i><u>An all-in-one platform for managing records requests</u></i> across your entire agency. It's an annual subscription and includes: • Workflow Tools • Document Hosting & Management • Dashboards and Custom Reporting • Request Diversion • Regular Product Improvements and Feature Updates
Security?	We protect your information using: • SOC 2 Security Audit • Encryption and Threat/Uptime Monitoring • See a full overview at: nextrequest.com/security
Technical Requirements?	NextRequest is entirely web based and software-as-a-service • Everything in the cloud - no downloads or installations • Works on all modern web browsers



NextRequest & City of Middletown, NY Agreement

Current Date: Dec 9, 2022 (valid for 60 days from Current Date)

Customer	City of Middletown, NY		
Account URL(s)*	cityofmiddletownny.nextrequest.com		
Address	16 James Street, Middletown, NY, 10940	Start Date	1/2/2023
Primary Contact	Rick McCormack	Invoice Date	1/2/2023
		Renewal Date	1/2/2024

*Account URL **cannot** be altered once created

Name	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking Payments: Invoicing and Online Payments (*Approved payment processors) Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, Online Payments (with approved payments processor), SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	\$699.00	12	\$8,388.00
One-Time Credit for Service One-Time Credit of \$699 applied for 2 months of service if order confirmed by 12/23/22.	-\$699.00	2	-\$1,398.00
			0



POWERED BY CIVICPLUS

Standard Set Up & Onboarding (One-time) • Dedicated Onboarding Team • 1 Kickoff Call • 1 Dedicated Admin Training (60 minutes) • Go-Live Success Plans • Weekly Group Training Webinars • In-app Training • Video Tutorials • Knowledge Base Articles • Service Level Agreement	\$1,500.00	1	\$1,500.00
One-Time Credit for Service One-Time Credit of \$1500 applied if order confirmed by 12/23/22.	-\$1,500.00	1	-\$1,500.00

Subtotal **\$6,990.00**

Total \$6,990.00

Service Agreement

Welcome to NextRequest! Thanks for using our platform. This Service Agreement ("Agreement") is entered between NextRequest Co., with a place of business at 212 W Main Street, Suite 500, Durham, NC 27701 ("NextRequest"), and the Customer listed above ("Customer"), as of the Effective Date. This Agreement includes the above subscription and support (the "Services") and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at <https://www.nextrequest.com/terms-conditions> and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Renewals

Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

City of Middletown, NY	NextRequest LLC
Signature:	Signature:
Name & Title:	Name & Title:
Date:	Date:



Accounts Payable Info			Will issue PO?
Name:	Email:	Phone:	Yes: ☐ No: ☐

Download our W-9 at: nextrequest.com/w-9 (password: foiasoftware)

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 294-22

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

**Resolution authorizing an Extension of Fei Tian College's economic development goals for
the renovation and completion of 84 Dorthea Dix Drive**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an Extension of Fei Tian College's economic development goals for the renovation and completion of 84 Dorthea Dix Drive as per attached letter dated 10/14/2022

Extension to be follows:

Phase 1: Completion by December 31,2023

Phase 2: Completion by December 31,2024

Phase 3: Completion by December 31,2025

CITY OF MIDDLETOWN
Office of Economic & Community Development

December 14, 2022

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

RE: 84 Dorothea Dix Drive Development Extension

Dear Members:

I am requesting authorization/approval to extend the request of Fei Tian College to extend their economic development goals for the renovation and completion of 84 Dorothea Dix Drive as per the attached letter dated October 14, 2022.

Extension to be as follows:

Phase 1: Completion by December 31, 2023

Phase 2: Completion by December 31, 2024

Phase 3: Completion by December 31, 2025

Thank you for your attention to this matter.



Maria Bruni, Director
Economic & Community Development

FEI TIAN COLLEGE
MIDDLETOWN

October 14, 2022

To: Maria Bruni, Director
Office of Economic and Community Development
City of Middletown
16 James Street
Middletown, NY 10940

Re: Extension of Renovation Completion of 84 Dorothea Dix Drive.

Dear Ms. Bruni,

Fei Tian College at Middletown respectfully requests an extension of the renovation deadlines for the property located on 84 Dorothea Dix Drive, Middletown, New York, 10940.

Based on new estimates, we seek an approval to extend the completion of the property renovation as follows:

- Phase 1: Completion by December 31st, 2023
- Phase 2: Completion by December 31st, 2024
- Phase 3: Completion by December 31st, 2025

Fei Tian College-Middletown is grateful for the ongoing support from the City. We appreciate your consideration of this extension request and look forward to continuing working together to revamp the campus to its fullest potential.

Sincerely,



Anna Chan
Executive Assistant to the President
Fei Tian College

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

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Johnson

Date of Adoption 02-07-17

Index No: 45-17

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Sommers				X
Ald. Witt	X			
Ald. Kleiner	X			
Ald. Burr	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	8			1

Whereas, the City of Middletown owns property known as 84 Dorothea Dix Drive, Middletown, New York also shown on the tax map of the City as Section 21 Block 2 Lot 10 ("the Property"), and

Whereas, the Property is currently vacant, the City does not need the Property for any governmental purpose, and the Common Council believes it would be appropriate to deem the Property surplus property, and

Whereas, the City has received a proposal from Fei Tian College for the purchase and development of the Property by Fei Tian College for college purposes and for a future dormitory for students, and

Whereas, the Board of Estimate and Apportionment has approved Fei Tian College proposal and has recommended that the Common Council authorize the sale of the Property to Fei Tian College subject to the following: the purchase price would be \$150,001.00 by a payment of \$1.00 at closing, Fei Tian College would sign a mortgage at the closing to the City for \$150,000.00, which would be satisfied in three years at \$50,000.00 per year with the following conditions, (1) obtains Planning Board or other, appropriate City approval for the use of the Property by Fei Tian College, (2) obtains a building permit and certificate of occupancy for the use of the building as described, and (3) actually uses and occupies the building for the uses as described, and

Whereas, the development goals set forth above are important to the City as part of the City's efforts to encourage the continued economic development of the former Psychiatric

Center property, and Fei Tian College commitment to those development goals are significant reasons why the City is willing to sell the Property to Fei Tian College, and

Whereas, the City has sold other surplus property to other purchasers incorporating development goals and a note and mortgage to the City that would be satisfied upon accomplishment of the established development goals, and that practice has led to the purchase, development and occupancy of buildings that otherwise were vacant.

Now, therefore, be it resolved by the Common Council of the City of Middletown that the Common Council determines that the sale of the Property is an unlisted action for the purpose of SEQRA, and that the Common Council, as the sole Involved Agency and therefore Lead Agency with respect to the action of selling the Property, after reviewing the short form environmental assessment form prepared in connection with the proposed sale, hereby determines that there will be no environmental impact from the sale of the Property to Fei Tian College, and that any environmental issues that may be involved with the development of the Property by Fei Tian College after the purchase will be addressed in the Planning Board process.

Be it further resolved that the Corporation Counsel is directed to prepare a contract of sale to sell the Property to Fei Tian College or its designee encompassing the terms, conditions and development goals described above, and the Mayor is authorized to sign the Contract for the sale of the Property to Fei Tian College or its designee on behalf of the City and is further authorized to sign a deed and all closing documents required to sell the Property to Fei Tian College or its designee, so long as all contract contingencies are satisfied as determined by the City's Corporation Counsel.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 295-22

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

Resolution authorizing budget transfers and adjustments

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to make the following budget transfers and adjustments:

From	Amount	To
CD Fund Balance	\$898.58	CD.8686.457
		Program Elements

To cover overdrafts in the expense line for Community Development.

Increase A.2029 Special Program Revenue \$3,816.55

Increase A.7321.450 Materials & Supplies \$3,816.55

CBDG portion to cover the electric work for the Ice-Skating Rink.

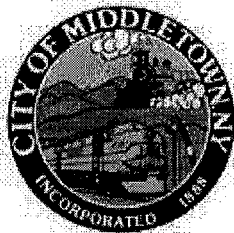
FROM	AMOUNT	TO
ARPA A.4785	\$2,200,000	H.908.02
		Traffic Operations

To allocate the portion of the second tranche of the ARPA funds to the Traffic Operations project as per Resolution 146-21

Richard McCormack

From: Leonora Liz
Sent: Thursday, December 15, 2022 1:26 PM
To: Richard McCormack
Subject: Updated BOE Request 12.15.2022

From: Leonora Liz
Sent: Wednesday, December 14, 2022 1:14 PM
To: Richard McCormack <Rmccormack@middletown-ny.com>
Subject: Updated BOE Request 12.15.2022



Leonora
City Treasurer

CITY OF MIDDLETOWN Office of the City Treasurer

16 James Street, Middletown, NY 10940
Tel: (845) 346-4153 Fax: (845) 343-1101 www.middletown-ny.com

December 2022
To Board of Estimate

From Leonora Liz, Treasurer

1. I am requesting from the Board of Estimate the approval for following budget transfers/adjustments:

From	Amount	To
CD Fund Balance	\$898.58	CD.8686.457
		Program Elements

To cover overdrafts in the expense line for Community Development.

Increase A.2029 Special Program Revenue \$3,816.55
Increase A.7321.450 Materials & Supplies \$3,816.55

CDBG portion of funds to cover the electric work for the Ice Skating Rink

FROM	AMOUNT	TO
ARPA A.4785	\$2,200,000	H.908.02
		Traffic Operations

To allocate the portion of the second tranche of the ARPA funds to the Traffic Operations project as per Resolution 146-21

2. Requesting from the Board of Estimate authorization for an salary adjustment for the Confidential Secretary to the Chief of Police in the Police Department for \$5,000 effective January 1st, 2023.
3. Requesting from the Board of Estimate to approve the Assessment Collectors Warrant for 2023

Kind Regards,

Leonora Liz
(She/Her/Hers)

City Treasurer

City Of Middletown

(W) www.middletown-ny.com | (A) 16 James Street, Middletown, NY 10940 | (P) 845-346-4153 | (F) 845-343-1101

"To handle yourself, use your head; to handle others, use your heart. " – Eleanor Roosevelt

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 296-22

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

Resolution authorizing a Salary Adjustment

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a salary adjustment for the Confidential Secretary to the Chief of Police in the Police Department in the amount of \$5,000 effective January 1st, 2023.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 297-22

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

Resolution approving the Assessment Collectors Warrant for 2023

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and approves Assessment Collectors Warrant for 2023.

ASSESSMENT
COLLECTOR'S WARRANT
FOR 2023

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 \$22,310,967 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 12/20/22 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 21st 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 Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 298-22

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

**Resolution authorizing a public hearing on allowing two-family dwellings in
OR-2 zoning districts to permanently be non-owner-occupied**

WHEREAS, the Common Council wishes to allow two-family dwellings in OR-2 (Two-Family Owner-Occupied Residential Districts) zoning districts to permanently be non-owner-occupied if the dwelling was occupied as a two-family dwelling at the time this zoning district was created.

WHEREAS, the Mayor is recommending this change to the Zoning Code

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Middletown will hold a public hearing on the proposed change on Tuesday, January 17, 2023, at or as near to 7:30 PM as possible in the Common Council Chambers, 16 James Street, 2nd Floor, Middletown, NY.

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, January 17, 2023, on or as near to 7:30 p.m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed zoning amendment to Chapter 475 to allow two-family dwellings in OR-2 (Two-Family Owner-Occupied Residential Districts) zoning districts to permanently be non-owner-occupied if the dwelling was occupied as a two-family dwelling at the time this zoning district was created.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed zoning amendment.

The complete proposed zoning amendment is available in the office of the Common Council Clerk, City Hall, 16 James Street, room 12, and on the City Website.

The Public Hearing shall be conducted in person and via video/tele-conference and live on Channel 20 for viewing.

<https://middletown-ny.digitaltownhall.com/>

For any person unable to participate at the time of the public hearing, email comments may be submitted in advance to rmccormack@middletown-ny.com

By the order of the Common Council.

Richard P. McCormack
Clerk of the Common Council

Publish: 1/11/23 & 1/12/23
City Website

PROPOSED RESOLUTION

WHEREAS, the Common Council wishes to allow two-family dwellings in OR-2 (Two-Family Owner-Occupied Residential Districts) zoning districts to permanently be non-owner-occupied if the dwelling was occupied as a two-family dwelling at the time this zoning district was created.

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

Section 1 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph 3 of Subsection A (Permitted Uses), of Section 475.11, OR-2 Two-Family Owner-Occupied Residential Districts, to read as follows:

(3). Two-family owner-occupied dwelling constructed or converted from a single-family usage after the effective date of this Section, not to exceed one dwelling building on each lot. One of the two dwelling units must be occupied by the owner of the property.

Section 2 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by adding a new Paragraph 4 to Subsection A (Permitted Uses), of Section 475.11, OR-2 Two-Family Owner-Occupied Residential Districts, to read as follows:

(4). Two-family non-owner-occupied dwelling, not to exceed one dwelling building on each lot, provided that the property was occupied as a two-family dwelling on the effective date of this Section.

Section 3 - This ordinance shall take effect immediately.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 12.20.22

Index No: 299-22

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

**Resolution Authorizing Amendments To The Architect Review Boards Design Review
Guidelines**

WHEREAS, the City of Middletown Architectural Review Board has approved certain amendments to the Design Review Guidelines.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that the Design Review Guidelines of the Architectural Review Board of the City of Middletown are hereby modified as follows:

III. STANDARDS FOR FAÇADE APPLICATIONS

FAÇADE TREATMENTS

Appropriate wall finishings include the following:

This Paragraph is amended by removing the fifth
bullet, which states “Stucco”.

AND IT IS FURTHER RESOLVED by the Common Council that the Design Review Guidelines of the Architectural Review Board of the City of Middletown are hereby further modified as follows:

III. STANDARDS FOR FAÇADE APPLICATIONS

FAÇADE TREATMENTS

Inappropriate wall finishings include the following:

This Paragraph is amended by adding a fifth bullet to read as follows: “Painting on any brick or stone façade unless approved in advance by the Architectural Review Board.”

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald.

Date of Adoption 12.20.22

Index No:

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

**I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE
TREASURER BE AUTHORIZED TO ISSUE WARRENTS FOR THEIR PAYMENTS**