



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
APRIL 7, 2026 - 7:30 PM**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of March 16, 2026
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 81-26 Resolution authorizing the temporary use of portable light towers for Cornell Cooperative Extension Orange County
 - 82-26 Resolution Declaring Lead Agency Status and Issuing a Negative Declaration for the Mill Pond Permanent Raw Water Intake Project
 - 83-26 Resolution Authorizing Block Party on Grant Street on May 23, 2026
 - 84-26 Resolution Authorizing the Disposal of Surplus Vehicles
 - 85-26 Resolution Authorizing Agreement with Orange County for 2026–2027 STOP-

DWI Enforcement Program and Budget Amendment

- 86-26 Resolution Authorizing Supplemental Agreement No. 6 with the New York State Department of Transportation for the Traffic Operations Project and Appropriating Additional Funds
- 87-26 Resolution Authorizing a \$12,000 Budget Transfer for Fitness Court Site Improvements
- 88-26 Resolution Authorizing an Agreement with TK Elevator Corporation for City Court Elevator Maintenance and Repair
- 89-26 Resolution Authorizing Agreement with J.C. Ehrlich for Pest Control Services at the New Courthouse
- 90-26 Resolution Authorizing a Renewal Agreement with the Shawangunk Fish and Game Association
- 91-26 Resolution Authorizing City Wide Budget Transfers
- 92-26 Resolution Amending Chapter 353 of the Code of the City of Middletown to Establish a Do-Not-Knock Registry
- 93-26 Resolution Amending Chapter 353 of the Code of the City of Middletown Regarding License Application Procedures for Hawking, Peddling and Soliciting
- 94-26 Resolution Amending Chapter 353 Regarding Hours of Operation for Hawking, Peddling and Soliciting
- 95-26 Resolution Amending Chapter 353 of the Code of the City of Middletown to Revise License Fees for Hawking, Peddling and Soliciting
- 96-26 Resolution Amending Chapter 353 to Eliminate Photograph Requirements for License Applications
- 97-26 Resolution Authorizing Amendment 02 Rev. 01 with M.G. McLaren Engineering and Land Surveying, P.C., a division of KCI, for Paramount Theater attic catwalk construction administration services
- 98-26 Resolution Authorizing the Purchase of a new Fire Apparatus and transfer from General Fund Balance.
- 99-26 Resolution Authorizing a Proposal from Clark Patterson Lee (CPL) for the design of the Police Roof in the amount of \$48,000

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Witt
 Date of Adoption: April 7, 2026
 Index No:

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Accept the Minutes of March 16, 2026

Accept the Minutes of March 16, 2026

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	03.16.26 CC Minutes
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Joseph M. DeStefano
Mayor



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

City of Middletown

16 James Street, Middletown, New York 10940
Established 1888

March 22, 2026

The Honorable Andrea Stewart-Cousins
Majority Leader
New York State Senate
Capitol Building, Room 330
Albany, NY 12247

The Honorable Carl E. Heastie
Speaker
New York State Assembly
Legislative Office Building, Room 932
Albany, NY 12248

Dear Majority Leader Stewart-Cousins and Speaker Carl Heastie,

As you are well aware, utility rates and prices at the gas pump are burdening New Yorkers across the state. The extreme cold this winter and the war in Iran have significantly driven up costs and pushed many New Yorkers to a breaking point. Families and businesses are in need of relief. As local leaders in our communities, we respectfully request that your chambers take up consideration of revisions to the Climate Leadership and Community Protection Act (CLCPA).

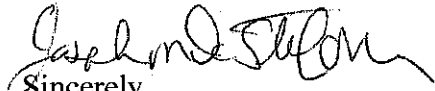
We are not arguing that the CLCPA is a driver of the current situation. But we agree with the Governor that unless changes to the well-intentioned law are made, the situation will get significantly worse. As analysis by the New York State Energy Research and Development Authority (NYSERDA) has shown, by 2031 the impact of CLCPA mandates on the price of gasoline could reach or exceed \$2.23/gallon on top of current prices. Upstate oil and natural gas households would see costs in excess of \$4,000 a year and New York City natural gas households could anticipate annual gross costs of \$2,300.

These are costs that New Yorkers simply cannot bear and that will engender such ill will so as to undo the progress we have all made together. When the CLCPA was passed in 2019, none of us foresaw that there would be a pandemic the following year or the sky-high inflation that would result in subsequent years. We did not foresee the supply chain disruptions that are still wreaking havoc nation-wide or the federal tariffs that are driving up costs even more. And we did not expect a federal administration that would cancel every tax credit, try to revoke every permit, and do everything possible, both legal and illegal, to prevent the construction of

renewable energy. And of course, now, that same administration has begun yet another war that is shaking the global energy economy.

The stakes are high, both for New Yorkers who cannot afford to spend another cent on utilities and for Democrats everywhere who are working to prove that climate change can be fought, that emissions can be lowered, that working people can participate in the clean energy transformation. We are not asking for a rollback so we never have to meet our goals. We are asking for time and for common-sense adjustments to the law so that we can afford to meet them in a way that shows the nation that the concepts of protecting our environment and people's wallets are not at odds with each other. We appreciate all you have done on behalf of New Yorkers and hope you will tackle this important issue.

Respectfully,


Sincerely,

Joseph M. DeStefano
Mayor, City of Middletown

Torrance Harvey
Mayor, City of Newburgh

Michael J. Newhard
Mayor, Village of Warwick

Sparrow Tobin
Orange County Legislator

Virginia Scott
Orange County Legislator



PATRICK K. RYAN

Congress of the United States

House of Representatives

Washington, DC 20515

March 19, 2026

Joseph M. Destefano
16 James St
Middletown, NY 10940-5724

Dear Joseph,

Thank you for contacting me to share your thoughts.

I sincerely appreciate you taking the time to share your suggestions with me. Representing the Hudson Valley in Congress is the honor of a lifetime, and your input is absolutely critical as I work to represent your interests in Washington. As my staff and I continue to review this issue, please know that I will take your views into careful consideration.

As your Representative, I'm fighting to deliver economic relief, bolster public safety, protect our environment, and defend our fundamental American freedoms. In a time of unprecedented political dysfunction, please know that I will continue to work with Democrats and Republicans to do what is best for all my constituents in NY-18 and help solve the big challenges facing our country.

In addition, please know that my team is always here to help you however we can. That includes help with Social Security issues, passport problems, tax issues, Veterans' benefits, and more. To request casework assistance, please submit [this form](#) or call my office at (845) 443-2930.

Thank you again for contacting me. To stay up to date on my work in Washington and the 18th district, sign up for my newsletter at <https://patryan.house.gov/contact/newsletter-subscribe>.

If you would still like to share comments or have an issue my office could assist with, please don't hesitate to email us [here](#) or give us a call at (845) 443-2930. We will be sure to get back to you as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patrick K. Ryan', with a stylized flourish at the end.

Patrick K. Ryan
Member of Congress



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Green
 Date of Adoption: April 7, 2026
 Index No: 81-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution authorizing the temporary use of portable light towers for Cornell Cooperative Extension Orange County

BE IT RESOLVED, that the Common Council of the City of Middletown hereby authorizes the Department of Public Works to deliver and retrieve two (2) City-owned portable light towers for use by Cornell Cooperative Extension Orange County at the 4-H Farm & Family Fair, to be held July 23, 2026 through July 25, 2026 at the Education Center & 4-H Park in Otisville, New York; and

BE IT FURTHER RESOLVED, that Cornell Cooperative Extension Orange County shall be responsible for any damage incurred during the use of the equipment and shall make any necessary repairs at its sole expense.

Prepared by:
Jacob Tawil

Attachments:

1.	COUNCIL RES REQUEST- LIGHT TOWERS
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: March 24, 2026

To: Honorable Mayor DeStefano, Council President Rodrigues,
Members of the Common Council

Cc: Richard McCormack, City Clerk

From: Jacob Tawil, Commissioner of Public Works

Re: Cornell Cooperative Request for Portable Light Towers

Please find the enclosed request from Cornell Cooperative to Mayor DeStefano for the borrowing of three of the City of Middletown's portable light towers to be used at their annual fair which is scheduled for July 23, 2026 through July 25, 2026 at the Education Center & 4-H Park in Otisville, New York.

The Mayor is recommending that the City DPW delivers and retrieves two City portable light towers during the above referenced dates.

Cornell Cooperative 4-H Farm and Family will be responsible for any damage that may incur during the use of the lights and will make necessary repairs at their expense.

Accordingly, we are requesting Council resolution authorizing the same.

Respectfully,

JT/kg

Cornell Cooperative Extension Orange County

18 Seward Avenue, Suite 300
Middletown, NY 10940-1919
t. 845-344-1234
f. 845-343-7471
e. orange@cornell.edu
www.CCEOrangeCounty.org

City of Middletown
Mayor Joseph DeStefano
16 James Street
Middletown NY 10940

Dear Mr. DeStefano,

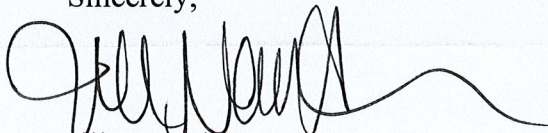
I am Jill Van Aken, Fair Manager of the 4-H Farm & Family Fair. Each summer, the 4-H Farm & Family Fair—which has taken shape in several beloved variations throughout its long history with Cornell Cooperative Extension Orange County—brings together families, visitors, and community partners to celebrate agriculture, creativity, youth development, and good old-fashioned fun at the Education Center & 4-H Park in Otisville, New York.

I am reaching out today to request the use of three portable light towers for the fair, scheduled for July 23–25. The towers would be needed during that time to support fair operations.

They may be delivered at your convenience on July 23, and we would be happy to accommodate pickup at your convenience any time through July 29. We will be responsible for any damage that may incur during the use of the lights and will make any necessary repairs at our expense.

Please let us know if this request can be accommodated or if you need any additional information. We greatly appreciate your consideration and support. You can contact me at jd863@cornell.edu or by phone at 845-344-1234 ext. 261.

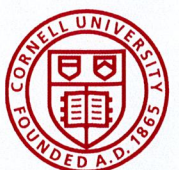
Sincerely,



Jill Van Aken

Helping You Put Knowledge to Work

Cornell Cooperative Extension Orange County provides equal employment and program opportunities.





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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Alderman, 4th Ward
 Rodriguez
 Date of Adoption: April 7, 2026
 Index No: 82-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Declaring Lead Agency Status and Issuing a Negative Declaration for the Mill Pond Permanent Raw Water Intake Project

WHEREAS, the action will change the Mill Pond impoundment from a temporary to permanent water source for the City of Middletown's raw water supply system made possible by previous City investment in the purchase of Mill Pond and surrounding land, rebuilding of the Mill Pond Dam and improving access to Mill Pond as a water source; and

WHEREAS, the City has reviewed the proposed project and Parts I and 2 of the Full Environmental Assessment Form; now, therefore

BE IT RESOLVED, that the City of Middletown, New York hereby proposes to act as SEQRA Lead Agency for purposes of SEQR review regarding the Mill Pond Permanent Raw Water Intake project; and

BE IT FURTHER RESOLVED, that the City of Middletown, New York hereby issues a negative declaration for the Mill Pond Permanent Raw Water Intake project as the project will result in no significant adverse impacts on the environment.

Prepared by:
Jacob Tawil

Attachments:

1.	MILL POND PERMANENT RAW WATER INTAKE PROJ- LEAD AGENCY RESOLUTION REQUEST
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COMMON COUNCIL

[Date]

RESOLUTION NO. **XX**

DESIGNATING THE CITY OF MIDDLETOWN AS LEAD AGENCY FOR THE STATE ENVIRONMENTAL QUALITY REVIEW (SEQR) AS IT PERTAINS TO THE MILL POND PERMANENT RAW WATER INTAKE PROJECT AND ISSUING A NEGATIVE DECLARATION AS THIS PROJECT HAS BEEN DETERMINED TO BE A TYPE 1 ACTION FOR SEQR.

By Councilor **xxxxxxx**:

WHEREAS, the City has determined that the proposed Mill Pond Permanent Raw Water Intake project is a Type 1 Action under SEQRA; and

WHEREAS, the action will change the Mill Pond impoundment from a temporary to permanent water source for the City of Middletown's raw water supply system made possible by previous City investment in the purchase of Mill Pond and surrounding land, rebuilding of the Mill Pond Dam and improving access to Mill Pond as a water source; and

WHEREAS, the City has reviewed the proposed project and Parts 1 and 2 of the Full Environmental Assessment Form; now, therefore

BE IT RESOLVED, that the City of Middletown, New York hereby proposes to act as SEQRA Lead Agency for purposes of SEQR review regarding the Mill Pond Permanent Raw Water Intake project; and

BE IT FURTHER RESOLVED, that the City of Middletown, New York hereby issues a negative declaration for the Mill Pond Permanent Raw Water Intake project as the project will result in no significant adverse impacts on the environment.

Seconded by **xxxxx**.

AYES:

NAYS:

ADOPTED:

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Mill Pond Permanent Intake Project		
Project Location (describe, and attach a general location map): Mill Pond is located near the intersection of Greenville and Guymard Turnpike, Mt. Hope, New York		
Brief Description of Proposed Action (include purpose or need): Mill Pond is an existing impoundment on the Shawangunk Kill in the Town of Mount Hope and is owned and operated by the City of Middletown as part of their raw water supply system. A permanent intake structure will be constructed within Mill Pond and would include a concrete apron. In addition, approximately 2,000 LF of damaged raw water piping would be replaced and a new concrete pad would be poured to locate the portable pumper when in use.		
Name of Applicant/Sponsor: Jacob Tawil, P.E. Commissioner Dept of Public Works, City of Middletown, New York		Telephone: 845-343-3169 E-Mail: JTawil@middletown-ny.com
Address: 16 James Street		
City/PO: Middletown	State: NY	Zip Code: 10940
Project Contact (if not same as sponsor; give name and title/role): Paul Cabral, Project Manager, CDM Smith		Telephone: 518-782-4530 E-Mail: CabralPR@cdmsmith.com
Address: 3 Lear Jet Lane, Suite 100N		
City/PO: Latham	State: NY	Zip Code: 12110
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City of Middletown Common Council	8/1/2025
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS DEC	6/26/2025
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACE	6/26/2025
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Minisink Valley

b. What police or other public protection forces serve the project site?
Town of Mt. Hope Police Department

c. Which fire protection and emergency medical services serve the project site?
Mt. Hope Fire

d. What parks serve the project site?
Mount Hope Town Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? municipal

b. a. Total acreage of the site of the proposed action? _____ 0.4 acres
 b. Total acreage to be physically disturbed? _____ 0.5 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 83.70 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? installation of new intake structure and water supply piping
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): 0
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Any excavated or dredged material will be used on site as backfill or additional fill to obtain the required depth of cover over the water supply piping

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ 0.1 acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ 6 feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____
Site will be returned to current use as a water supply intake location and associated piping

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Mill Pond - Class C waterbody

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
 Approximately 0.01 acres of lake bottom near the shore will be affected by excavation and installation of the new concrete pad and stone apron for the intake structure. This includes about 30 LF of shoreline impacted.

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: minor disturbance of 0.01 acres of bottom sediments

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: 0.01
- expected acreage of aquatic vegetation remaining after project completion: 23.7
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): clear area for new permanent intake structure
- proposed method of plant removal: excavator
- if chemical/herbicide treatment will be used, specify product(s): none

v. Describe any proposed reclamation/mitigation following disturbance: none. concrete pad is designed to limit encroachment of vegetation

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p>_____ Square feet or _____ acres (impervious surface)</p> <p>_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 6am-7pm • Saturday: _____ 6am-7pm • Sunday: _____ none • Holidays: _____ none 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ Infrequent • Saturday: _____ Infrequent • Sunday: _____ Infrequent • Holidays: _____ Infrequent
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<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration: truck and equipment noise may exceed ambient noise levels during construction</p> <hr/>
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: <u>some tree removal for new water supply piping</u></p> <hr/>
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <hr/>
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <hr/>
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <hr/>
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <hr/>
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <hr/> <hr/>
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <hr/>
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <hr/>

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0	0
• Forested	0.2	0.1	-0.1
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.2	0.2	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.01	0.01	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0.5	0.6	+0.1
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: <ul style="list-style-type: none"> • Dam height: _____ 17 feet • Dam length: _____ 155 feet • Surface area: _____ 23 acres • Volume impounded: _____ 176 acre-feet gallons OR acre-feet ii. Dam's existing hazard classification: <u>A - Low</u> iii. Provide date and summarize results of last inspection: _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ iii. Describe any development constraints due to the prior solid waste activities: _____ _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No						
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Yes – Spills Incidents database</td> <td>Provide DEC ID number(s): _____</td> </tr> <tr> <td><input type="checkbox"/> Yes – Environmental Site Remediation database</td> <td>Provide DEC ID number(s): _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Neither database</td> </tr> </table> ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____ iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	<input type="checkbox"/> Yes – Spills Incidents database	Provide DEC ID number(s): _____	<input type="checkbox"/> Yes – Environmental Site Remediation database	Provide DEC ID number(s): _____	<input type="checkbox"/> Neither database		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Yes – Spills Incidents database	Provide DEC ID number(s): _____						
<input type="checkbox"/> Yes – Environmental Site Remediation database	Provide DEC ID number(s): _____						
<input type="checkbox"/> Neither database							

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 3 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Erie (ErA)	_____	35.8 %
Mardin (MdB)	_____	28.4 %
Nassau (NaD)	_____	16.2 %

d. What is the average depth to the water table on the project site? Average: _____ 6 feet

e. Drainage status of project site soils: Well Drained: _____ 20.6 % of site
 Moderately Well Drained: _____ 43.6 % of site
 Poorly Drained _____ 35.8 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 60 % of site
 10-15%: _____ 24 % of site
 15% or greater: _____ 16 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name Mill Pond Classification C
- Wetlands: Name Federal Waters, Federal Waters Approximate Size 23.7 acres
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____
 Northern Long-eared Bat

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____
 Mill Pond is used for fishing, however with such a small area of the pond impacted by the project (0.01 acres) the affect will be negligible.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: ORANc01

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

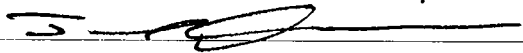
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

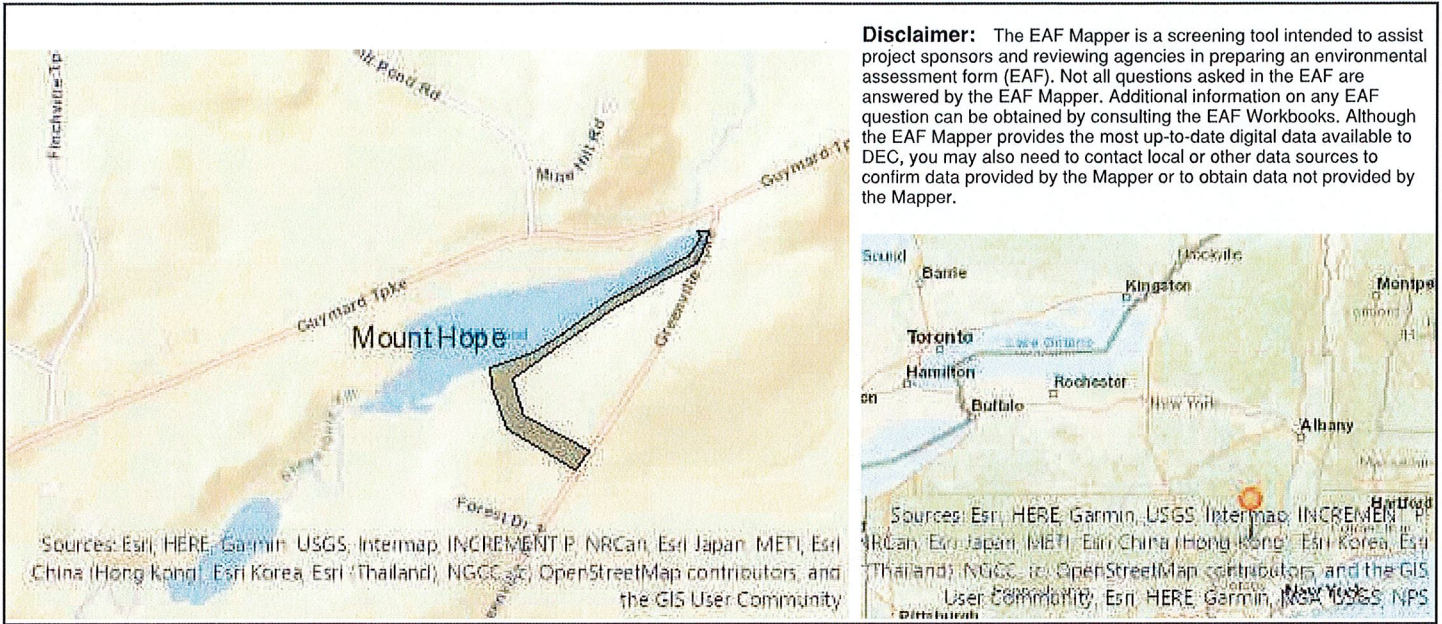
Applicant/Sponsor Name Jacob S. Tawil, P.E. Date 6/25/2025

Signature  Title Commissioner of Public Works



EAF Mapper Summary Report

Friday, June 6, 2025 8:54 AM



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No

E.2.i. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Northern Long-eared Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	ORANc01
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
 Project :
 Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) If "Yes", answer questions a - h. If "No", move on to Section 5.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part 1. E.2) If "Yes", answer questions a - g. If "No", move on to Section 6.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) If "Yes", answer questions a - f. If "No", move on to Section 7.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES If "Yes", answer questions a - j. If "No", move on to Section 8.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input checked="" type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: Trimming or removal of approximately 1/4 acre of vegetation (trees, brush, shrubs, etc...) _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: Mill Pond is used for fishing, but impacted area of the pond is 0.01 acres.		<input checked="" type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If "Yes", answer questions a - c. If "No", go to Section 13.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: The project will provide for the future use of an intake pump mounted on a portable skid which will be used to remove water from Mill Pond.		<input type="checkbox"/>	<input checked="" type="checkbox"/>

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) If "Yes", answer questions a - m. If "No", go to Section 17.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans. NO YES
 (See Part 1. C.1, C.2. and C.3.)
 If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character. NO YES
 (See Part 1. C.2, C.3, D.2, E.3)
 If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Agency Use Only [IfApplicable]

Project :

Date :

**Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

1. Impact on Land – The immediate area around the intake structure, approximately 500 LF of water main and installation of the meter vault will result in construction where the depth to water table is less than 3 feet. The proposed action will also require the removal of ¼ acre of vegetation for the installation of the water main and appurtenances. In addition, the total length of the new water main will be installed underground and will result in the physical alteration of the site. This along with the other items discussed above would result in moderate impact to land for the whole action.

3. Impact on Surface Water – The surface water resource Mill Pond will be impacted by the construction through the installation of a new intake structure and rip rap apron. Both items will be installed within the boundaries of Mill Pond and will result in a temporary impact of 850 sf and a permanent impact of approximately 175 sf. Unavoidable disturbance to freshwater wetlands adjacent to Mill Pond will be temporary and will be in accordance with permits issued by the NYSDEC and USACE. In addition, the project will result in the taking of water from Mill Pond per the City's Water Withdrawal permit, therefore the whole project will result in a moderate impact on the surface water resource.

5. Impact on Flooding – The project includes construction activities in both a designated floodway and 100-year floodplain, however the project does not include any above ground structures that will impact the floodway from a capacity standpoint. The impact will be moderate but temporary.

7. Impact on Plants and Animals – According to the NYS NHP and US F&W service potential habitats for endangered or threatened species are in the project area. The proposed action will require the removal of ¼ acre of vegetation for the installation of the water main and appurtenances. The project work is not likely to adversely affect the endangered or threatened species or their habitats.

11. Impact on Open Space and Recreation – Mill Pond is used for fishing, however with such a small area of disturbance (0.01 acres) the impact will be negligible.

15. Impact on Noise, Odor and Light – The proposed action will produce sounds above locally established noise levels due to construction activities. These sounds will be temporary in nature. After completion of the project a pump will be used to remove water from the pond when additional supply is needed. This pump will be mounted on a skid, but all efforts to curtail the pump noise while in use.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
OPRHP Project Review Letter dated 6/27/2025, NYSDEC Freshwater Wetlands Jurisdictional Determination letter dated 12/4/2025, and US F&W Service
self determination technical assistance letter date 3/4/2026.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
City of Middletown, New York _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact
statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or
substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative
declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact
statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those
impacts. Accordingly, this positive declaration is issued.

Name of Action: Mill Pond Permanent Intake Project

Name of Lead Agency: City of Middletown, New York

Name of Responsible Officer in Lead Agency: Jacob Tawil, P.E.

Title of Responsible Officer: Commissioner Dept. of Public Works

date Signature of Responsible Officer in Lead Agency: *J. Tawil* Date: 3/13/2026

Signature of Preparer (if different from Responsible Officer) *Christopher C Schmidt* Date: 03/16/2026

For Further Information:

Contact Person: Christopher Schmidt

Address: 308 Maltbie Street, Suite 101, Syracuse, NY 13219

Telephone Number: 315-436-9488

E-mail: schmidtcc@cdmsmith.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

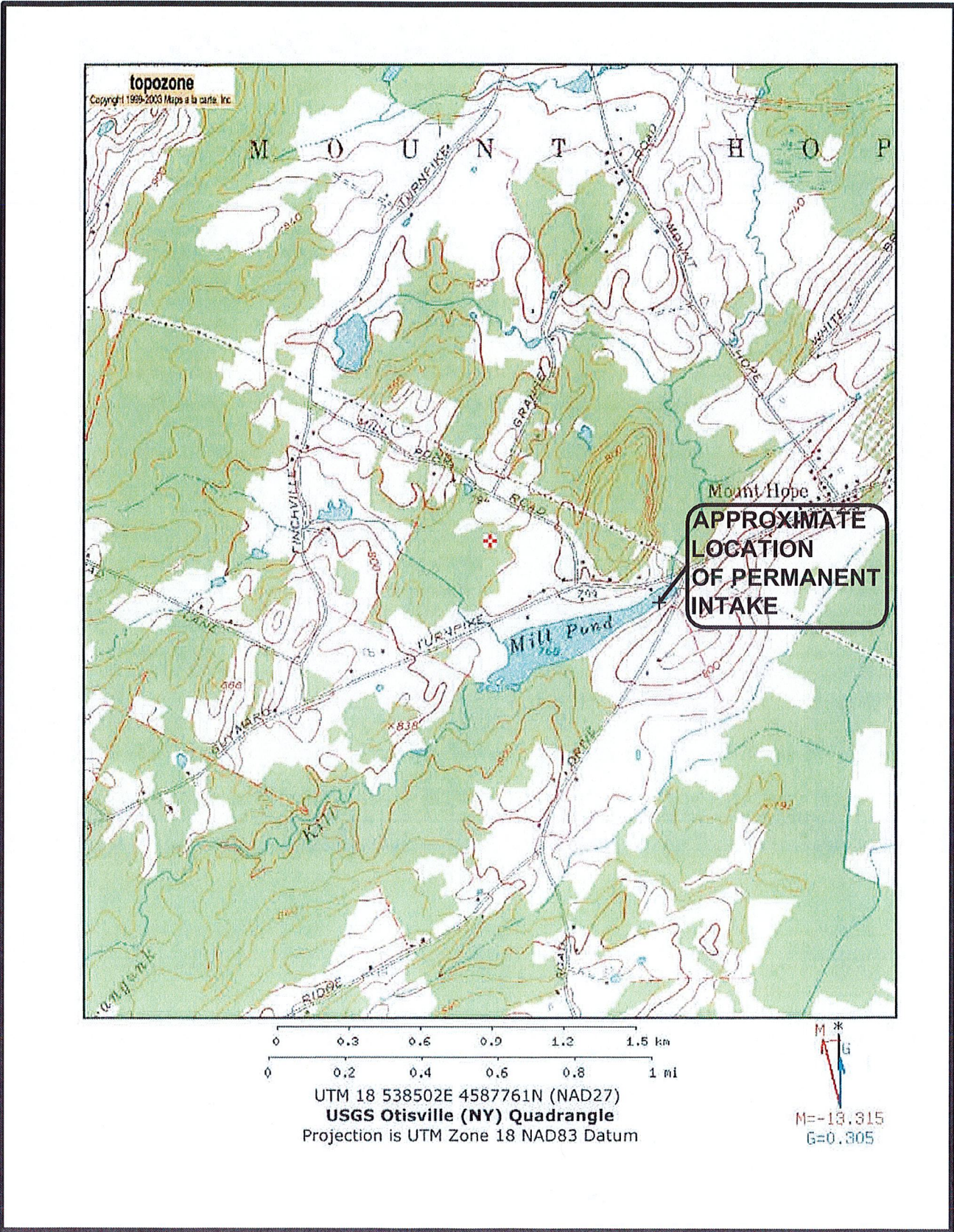
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

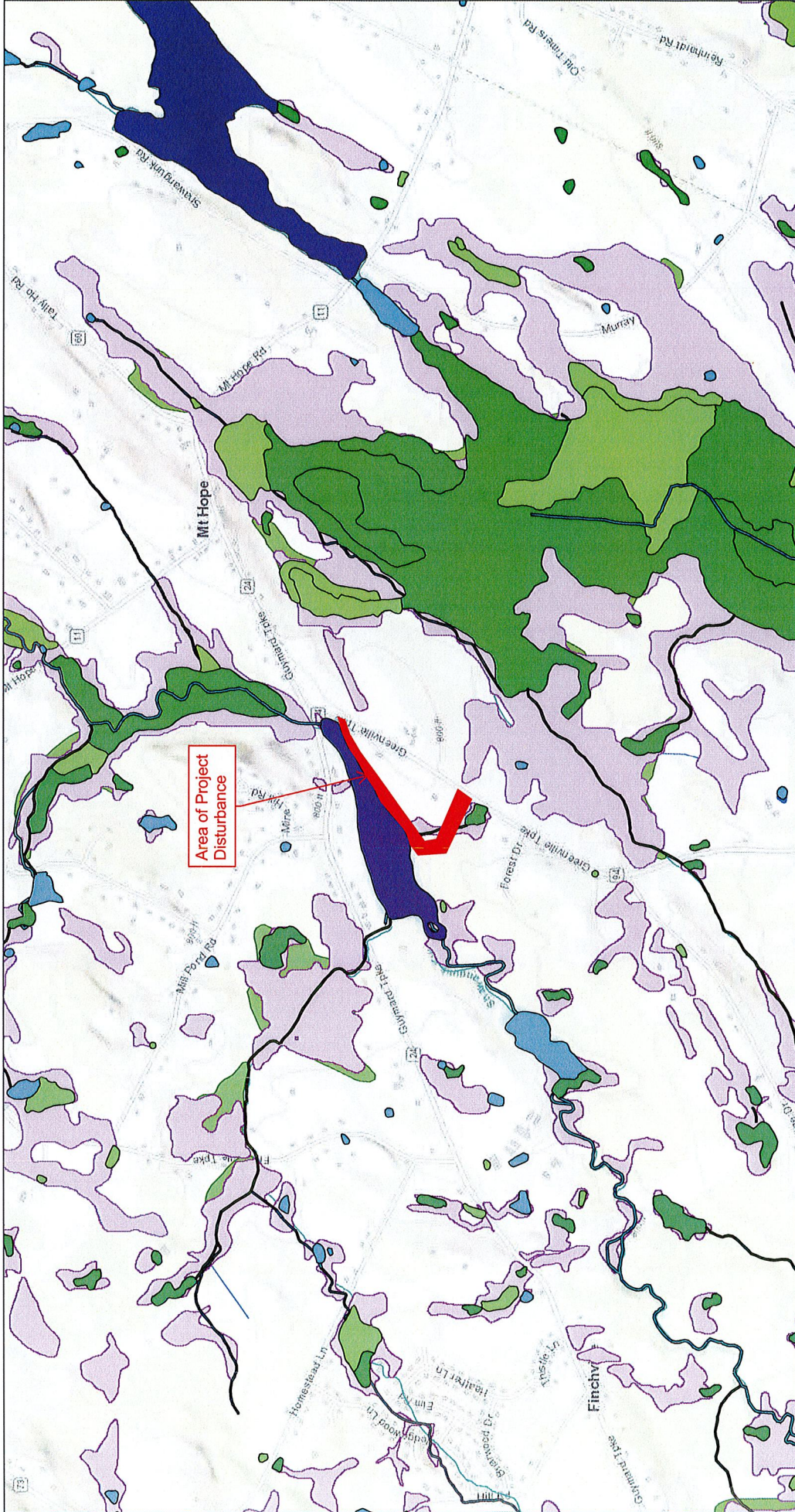
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Project Location
City of Middletown
Joint Application for Permit
April 2018

Mill Pond Permanent Intake Project



Wetland Layers

Map Layers

- Previously Mapped Freshwater Wetlands
- Informational Freshwater Wetland Mapping
- National Wetlands Inventory
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

- Unique Geological Features
- Waterbody Classifications for Rivers/Streams
- Waterbody Inventory/Priority Waterbodies List
- Lakes and Reservoirs
- Estuaries
- Rivers and Streams
- Shorelines
- Imperiled Mussels
- Mussel Screening Ponded Waters
- Mussel Screening Streams

March 16, 2026

Scale: 0 to 1.1 km (0 to 0.6 mi)

Scale: 0 to 1.1 km (0 to 0.6 mi)

Scale: 1:18,056

Orange County, NY, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Author: Chris Schmidt
Not a legal document



308 Maltbie Street, Suite 101
Syracuse, NY 13204
tel: (315) 434-3200

December 5, 2025

New York State DEC Region 3
Tracey M. O'Malley
Regional Permit Administrator
21 South Putt Corners Road
New Paltz, NY 12561-1620

Subject: Mill Pond Raw Water Pump and Water Main Project
City of Middletown, New York

Re: State Environmental Quality Review (SEQR)
Lead Agency Notification

Dear Tracey:

On behalf of the City of Middletown, New York (the City), as required under the New York State SEQR process, CDM Smith would like to formally notify all involved and interested parties of the City's wishes to be lead agency for its Mill Pond Raw Water Pump and Water Main Project. Your department is considered an involved party for the following reason:

- The project will include work within wetlands, on the banks of Mill Pond, and in Mill Pond; water withdrawal permit and a joint permit application with USACE.

The proposed project includes constructing a permanent intake within Mill Pond with a concrete apron, a new concrete pad for the portable pumper when in use, and the replacement of approximately 2,000 linear feet of raw water piping from the intake structure to the existing 24-inch diameter water main. This work will allow the City to operate Mill Pond as a permanent water supply source as opposed to its current status as a temporary source.

CDM Smith, the City's consulting engineer, has completed Part I of the SEQR Short Environmental Assessment Form (Short EAF) and begun to assess the project impacts and their magnitude through Part II. Attached to this letter is a copy of the completed Part I of the Short EAF and location map of the project.

As required by SEQR you and the other involved and interested parties will have thirty (30) calendar days from the receipt of this letter and its attachments to notify the City through its consulting engineer regarding its proposal to serve as lead agency. The City appreciates any measures you could take that would expedite this process. If after the afore mentioned stipulated waiting period there is no response from you, the City will assume, as stated by 6NYCRR Part 617,





NYSDEC Region 3

December 5, 2025

Page 2

you have no objection to the City being Lead Agency for this project. Attached to this letter is a form which may be used for your response to the City's Lead Agency Proposal.

The City welcomes questions, comments and concerns regarding the project at this time. Please address these to me, Chris Schmidt, by phone at (315) 434-3240 or by email at schmidtcc@cdmsmith.com.

Sincerely,

A handwritten signature in blue ink that reads "Christopher C. Schmidt".

Christopher Schmidt

CDM Smith

cc: Jacob Tawil, P.E. - City of Middletown
Kieth Kelly, P.E. - CDM Smith
Paul R. Cabral, P.E. - CDM Smith



City of Middletown, New York

Lead Agency Information Form

Project Name: Mill Pond Raw Water Pump and Water Main Project

Project Address: Project is located along the south shore of Mill Pond in New Hope, NY near County Route 94 and 24. See attached Project Location Map.

Please check one below:

We have no objections to the City of Middletown, NY serving as Lead Agency on this project.

We object to the City of Middletown, NY serving as Lead Agency on this project.
(Please explain below)

Comments, Questions, Concerns:

Please remit, by mail, to:

Chris Schmidt
CDM Smith
308 Maltbie Street, Suite 101
Syracuse, NY 13204
Tel: (315) 434-3240





308 Maltbie Street, Suite 101
Syracuse, NY 13204
tel: (315) 434-3200

December 5, 2025

U.S. Army Corps of Engineers
New York District
ATTN: Regulatory Branch, Room 1937
26 Federal Plaza
New York, NY 10278-0090

Subject: Mill Pond Raw Water Pump and Water Main Project
City of Middletown, New York

Re: State Environmental Quality Review (SEQR)
Lead Agency Notification

To whom it may concern:

On behalf of the City of Middletown, New York (the City), as required under the New York State SEQR process, CDM Smith would like to formally notify all involved and interested parties of the City's wishes to be lead agency for its Mill Pond Raw Water Pump and Water Main Project. Your department is considered an involved party for the following reason:

- The project will include work within wetlands, on the banks of Mill Pond, and in Mill Pond; and a joint permit application with NYSDEC.

The proposed project includes constructing a permanent intake within Mill Pond with a concrete apron, a new concrete pad for the portable pumper when in use, and the replacement of approximately 2,000 linear feet of raw water piping from the intake structure to the existing 24-inch diameter water main. This work will allow the City to operate Mill Pond as a permanent water supply source as opposed to its current status as a temporary source.

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U.S. Army Corp of Engineers, New York District Office

December 5, 2025

Page 2

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The City welcomes questions, comments and concerns regarding the project at this time. Please address these to me, Chris Schmidt, by phone at (315) 434-3240 or by email at schmidtcc@cdmsmith.com.

Sincerely,

A handwritten signature in blue ink that reads "Christopher C. Schmidt". The signature is written in a cursive style with a clear, legible font.

Christopher Schmidt

CDM Smith

cc: Jacob Tawil, P.E. - City of Middletown
Kieth Kelly, P.E. - CDM Smith
Paul R. Cabral, P.E - CDM Smith



City of Middletown, New York

Lead Agency Information Form

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Please check one below:

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We object to the City of Middletown, NY serving as Lead Agency on this project.
(Please explain below)

Comments, Questions, Concerns:

Please remit, by mail, to:

Chris Schmidt
CDM Smith
308 Maltbie Street, Suite 101
Syracuse, NY 13204
Tel: (315) 434-3240





308 Maltbie Street, Suite 101
Syracuse, NY 13204
tel: (315) 434-3200

December 5, 2025

Mr. Paul Rickard, Supervisor
Town of Mount Hope
1706 Route 211W
Otisville, New York 10963

Subject: Mill Pond Raw Water Pump and Water Main Project
City of Middletown, New York

Re: State Environmental Quality Review (SEQR)
Lead Agency Notification

To whom it may concern:

On behalf of the City of Middletown, New York (the City), as required under the New York State SEQR process, CDM Smith would like to formally notify all involved and interested parties of the City's wishes to be lead agency for its Mill Pond Raw Water Pump and Water Main Project. Your Town is considered an involved party for the following reason:

- The project will include work within the Mill Pond watershed on City of Middletown owned land, on the banks of Mill Pond, and in Mill Pond all located within the municipal boundaries of Mount Hope.

The proposed project includes constructing a permanent intake within Mill Pond with a concrete apron, a new concrete pad for the portable pumper when in use, and the replacement of approximately 2,000 linear feet of raw water piping from the intake structure to the existing 24-inch diameter water main. This work will allow the City to operate Mill Pond as a permanent water supply source as opposed to its current status as a temporary source.

CDM Smith, the City's consulting engineer, has completed Part I of the SEQR Short Environmental Assessment Form (Short EAF) and begun to assess the project impacts and their magnitude through Part II. Attached to this letter is a copy of the completed Part I of the Short EAF and location map of the project.

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Town of Mount Hope

December 5, 2025

Page 2

you have no objection to the City being Lead Agency for this project. Attached to this letter is a form which may be used for your response to the City's Lead Agency Proposal.

The City welcomes questions, comments and concerns regarding the project at this time. Please address these to me, Chris Schmidt, by phone at (315) 434-3240 or by email at schmidtcc@cdmsmith.com.

Sincerely,

A handwritten signature in black ink that reads "Christopher C. Schmidt". The signature is written in a cursive style with a clear, legible font.

Christopher Schmidt

CDM Smith

cc: Jacob Tawil, P.E. - City of Middletown
Kieth Kelly, P.E. - CDM Smith
Paul R. Cabral, P.E. - CDM Smith





City of Middletown, New York

Lead Agency Information Form

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Please check one below:

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We object to the City of Middletown, NY serving as Lead Agency on this project.
(Please explain below)

Comments, Questions, Concerns:

Please remit, by mail, to:

Chris Schmidt
CDM Smith
308 Maltbie Street, Suite 101
Syracuse, NY 13204
Tel: (315) 434-3240





308 Maltbie Street, Suite 101
Syracuse, NY 13204
tel: (315) 434-3200

December 5, 2025

Bureau of Water Supply Protection
New York State Department of Health
Empire State Plaza Corning Tower Rm. 1135
Albany, NY 12237

Subject: Mill Pond Raw Water Pump and Water Main Project
City of Middletown, New York

Re: State Environmental Quality Review (SEQR)
Lead Agency Notification

To whom it may concern:

On behalf of the City of Middletown, New York (the City), as required under the New York State SEQR process, CDM Smith would like to formally notify all involved and interested parties of the City's wishes to be lead agency for its Mill Pond Raw Water Pump and Water Main Project. Your department is considered an involved party for the following reason:

- The project will include improvements to the City of Middletown's water system including work in and adjacent to Mill Pond.

The proposed project includes constructing a permanent intake within Mill Pond with a concrete apron, a new concrete pad for the portable pumper when in use, and the replacement of approximately 2,000 linear feet of raw water piping from the intake structure to the existing 24-inch diameter water main. This work will allow the City to operate Mill Pond as a permanent water supply source as opposed to its current status as a temporary source.

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NYSDOH
December 5, 2025
Page 2

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Sincerely,

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Christopher Schmidt
CDM Smith

cc: Jacob Tawil, P.E. - City of Middletown
Kieth Kelly, P.E. - CDM Smith
Paul R. Cabral, P.E. - CDM Smith



City of Middletown, New York

Lead Agency Information Form

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We object to the City of Middletown, NY serving as Lead Agency on this project.
(Please explain below)

Comments, Questions, Concerns:

Please remit, by mail, to:

Chris Schmidt
CDM Smith
308 Maltbie Street, Suite 101
Syracuse, NY 13204
Tel: (315) 434-3240





308 Maltbie Street, Suite 101
Syracuse, NY 13204
tel: (315) 434-3200

December 5, 2025

Department of Environmental Health
Orange County Department of Health
124 Main Street
Goshen, NY 10924

Subject: Mill Pond Raw Water Pump and Water Main Project
City of Middletown, New York

Re: State Environmental Quality Review (SEQR)
Lead Agency Notification

To whom it may concern:

On behalf of the City of Middletown, New York (the City), as required under the New York State SEQR process, CDM Smith would like to formally notify all involved and interested parties of the City's wishes to be lead agency for its Mill Pond Raw Water Pump and Water Main Project. Your department is considered an involved party for the following reason:

- The project will include improvements to the City of Middletown's water system including work in and adjacent to Mill Pond.

The proposed project includes constructing a permanent intake within Mill Pond with a concrete apron, a new concrete pad for the portable pumper when in use, and the replacement of approximately 2,000 linear feet of raw water piping from the intake structure to the existing 24-inch diameter water main. This work will allow the City to operate Mill Pond as a permanent water supply source as opposed to its current status as a temporary source.

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OC DOH
December 5, 2025
Page 2

The City welcomes questions, comments and concerns regarding the project at this time. Please address these to me, Chris Schmidt, by phone at (315) 434-3240 or by email at schmidtcc@cdmsmith.com.

Sincerely,

A handwritten signature in blue ink that reads "Christopher C. Schmidt". The signature is written in a cursive style with a clear, legible font.

Christopher Schmidt
CDM Smith

cc: Jacob Tawil, P.E. - City of Middletown
Kieth Kelly, P.E. - CDM Smith
Paul R. Cabral, P.E. - CDM Smith



City of Middletown, New York

Lead Agency Information Form

Project Name: Mill Pond Raw Water Pump and Water Main Project

Project Address: Project is located along the south shore of Mill Pond in New Hope, NY near County Route 94 and 24. See attached Project Location Map.

Please check one below:

We have no objections to the City of Middletown, NY serving as Lead Agency on this project.

We object to the City of Middletown, NY serving as Lead Agency on this project.
(Please explain below)

Comments, Questions, Concerns:

Please remit, by mail, to:

Chris Schmidt
CDM Smith
308 Maltbie Street, Suite 101
Syracuse, NY 13204
Tel: (315) 434-3240







City of Middletown, New York

Lead Agency Information Form

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Project Address: Project is located along the south shore of Mill Pond in New Hope, NY near County Route 94 and 24. See attached Project Location Map.

Please check one below:

We have no objections to the City of Middletown, NY serving as Lead Agency on this project.

BR Brock Rogers - New York State Department of Health

We object to the City of Middletown, NY serving as Lead Agency on this project.
(Please explain below)

Comments, Questions, Concerns:

Please remit, by mail, to:

Chris Schmidt
CDM Smith
308 Maltbie Street, Suite 101
Syracuse, NY 13204
Tel: (315) 434-3240





City of Middletown, New York

Lead Agency Information Form

Project Name: Mill Pond Raw Water Pump and Water Main Project

Project Address: Project is located along the south shore of Mill Pond in New Hope, NY near County Route 94 and 24. See attached Project Location Map.

ZB

Please check one below:



We have no objections to the City of Middletown, NY serving as Lead Agency on this project.



We object to the City of Middletown, NY serving as Lead Agency on this project.
(Please explain below)

Comments, Questions, Concerns:

See attach 2 page
OCD to H- Lead Agency Review and
Comment letter

Please remit, by mail, to:

Chris Schmidt
CDM Smith
308 Maltbie Street, Suite 101
Syracuse, NY 13204
Tel: (315) 434-3240



Orange County Department of Health – Lead Agency Review and Comment

Project Name Mill Pond Raw Water Pump & Water main Project Municipality C. Middletown
Date of Mailing by Municipality December 5, 2025 Date of Receipt by OCDOH December 11, 2025

Let this correspondence serve as notice that the Orange County Department of Health (OCDOH) does not wish to contest the Lead Agency designation as proposed on the attached "Notice of Establishment of Lead Agency".

While not petitioning for the role of Lead Agency in the State Environmental Quality Review (SEQRA) of the subject application, the Orange County Department of Health, as a listed involved Agency under the provisions of SEQRA, offers the following guidance to be considered by the Lead Agency in the preliminary review of the application. Please note that the following checked items are based on a cursory review of the documentation provided at the time lead agency status was being determined. Our office reserves the right to review items, currently unchecked, based on any new information, any changes to the project, or any other unforeseen circumstances. **We would strongly advise reaching out to our office at 845-291-2331** anytime for more information or with questions.

PROPOSED REALTY SUBDIVISIONS – 5 or more lots, each 5 acres or less

NP

- A set of plans should be submitted to the OCDOH for selection of test well locations once the Planning Board has substantially accepted the lot layout. Plans must include lot layout, proposed well and sewage disposal system locations, topography, roads, all potential environmental concerns in the area, etc. If application of subdivision is submitted without OCDOH selecting well locations, we will provide commented response to the application with well testing requirements during our 1st review.
- If the proposed subdivision is to be served by an on-site Public Water Supply, plans for the proposed well(s) will need approval from the NYSDOH and/or OCDOH, as a separate application from the required subdivision application, and will have to comply with all of the New York State Sanitary Code (Part 5) requirements for a Public Water Supply well, paying particular attention to Appendix 5-D. Permitting of the water withdrawal may also be required from the New York State Department of Environmental Conservation (NYSDEC).
- If the proposed subdivision is to be served by municipal water and sewer, the water main extension will have to be reviewed and approved by the OCDOH as a separate application from the Realty Subdivision application. Sewer extensions may require review and approval by NYSDEC.

PROPOSED PUBLIC WATER SYSTEMS – Where a new on-site groundwater well supply is proposed

NP

- Where an application could potentially result in the establishment of a regulated Public Water Supply:
 - Community Water Supply (CWS), e.g. subdivision, apartment complex, etc.
 - Non-Transient Non-Community Water Supply (NTNCWS), e.g. office, warehouse, school, etc.
 - Transient Non-Community Water System (TNCWS), e.g. food service, strip mall, park/camp, etc.
 - Temporary Residence (TR), e.g. Hotel/motel, would be considered NTNCWS or TNCWS.

A plan must be submitted to the OCDOH that provides the proposed well location, once the Planning Board has substantially accepted the site layout. Plan must include site layout, proposed well and sewage disposal system locations, topography, roads, all potential environmental concerns, etc. This applies to all applications where the project will be served by on-site well(s). Once well location acceptance is granted, all aspects of the newly proposed new Public Water System will require application for review and approval by the OCDOH.

BACKFLOW PREVENTION DEVICE (BFPD) – Domestic / Fire / Irrigation testable devices

- When an application involves the interconnection of a proposed facility to an existing, OCDOH regulated water distribution system, an appropriate backflow prevention device shall be approved by OCDOH, on the fire suppression line (sprinklers), domestic service line(s), Irrigation systems, or main line serving all, to protect the existing water system from any potential hazards due to an unwanted cross-connection, as required by code and the local municipalities codes/laws/regulations. If checked, application and plans for the proposed BFPD must be reviewed and approved by the OCDOH.

PROPOSED WATER MAIN EXTENSIONS

- May require NYSDEC approval for water district expansion if proposed service area is outside existing district boundaries, OCDOH always suggests reaching out to NYSDEC directly to confirm their requirements.

Water main extension will require OCDOH review and approval via a Water System Improvement application.

- If a water service lateral is to tap an existing water main and is intended to provide water supply to more than one structure, provides one or more fire hydrants on the proposed line, or includes a 'tee' for additional future services, the service line will be treated as a water main extension and will require application for review/approval by the OCDOH.

PROPOSED WATER SYSTEM MODIFICATIONS

All water system improvements/modifications, e.g. water storage tanks, pump stations, water main replacements, modifications to treatment, addition of treatment, etc. for a Public Water Supply (PWS) requires application for review/approval by the OCDOH.

OTHER

- _____
- _____
- _____

***IMPORTANT NOTE: Plan review application checklists are available on the OCDOH website (<https://www.orangecountygov.com/539/Applications-Forms-Permits-Documents>) for Subdivisions, Water System Improvements, Sewage Disposal System, and Backflow Prevention Device Installations. Applicants are encouraged to consult with our office at the early stages of the application process to identify aspects of the proposed project that may require review and the full extent of our regulatory involvement. If there are any questions regarding our office's potential involvement in this project, please contact our office at 845-291-2331 or via email as noted below. ***

Signed by Lee Bergus, PE. Printed Lee BERGUS

Title Sr Public Health Engineer Email LBERGUS@orangecountygov.com

Date December 15, 2025



City of Middletown, New York

Lead Agency Information Form

Project Name: Mill Pond Raw Water Pump and Water Main Project

Project Address: Project is located along the south shore of Mill Pond in New Hope, NY near County Route 94 and 24. See attached Project Location Map.

Please check one below:

We have no objections to the City of Middletown, NY serving as Lead Agency on this project.

We object to the City of Middletown, NY serving as Lead Agency on this project.
(Please explain below)

Comments, Questions, Concerns:

Applicant should provide full plans of the project for review by the Town of Mount Hope. Applicant should provide plans and details of the existing dam along with the most recent inspection report noted in the EAF. Applicant may be required to comply with additional regulations pertaining to the regulated MS4 for the Town of Mount Hope. Applicant or their agent may be required to obtain building permits.

Please remit, by mail, to:

Chris Schmidt
CDM Smith
308 Maltbie Street, Suite 101
Syracuse, NY 13204
Tel: (315) 434-3240



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman Green
 Date of Adoption: April 7, 2026
 Index No: 83-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing Block Party on Grant Street on May 23, 2026

BE IT RESOLVED; that the Common Council of the City of Middletown hereby authorizes a block party to be held on **Grant Street** on **Saturday, May 23, 2026**, from **2:00 p.m. to 9:00 p.m.**, subject to review and approval by the City of Middletown Police Department and Department of Public Works for any necessary street closure and public safety accommodations.

Prepared by:
 Julisa Sierra, Senior Center Dir

Attachments:

1.	Block Party 18 Grant ST
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CITY OF MIDDLETOWN, NEW YORK APPLICATION FOR BLOCK PARTY

I, the undersigned, do hereby make application for a Block Party in the City of Middletown, New York

Name of Applicant JOSE ORTIZ

Address of Applicant 18 GRANT STREET
MIDDLETOWN NY 10940

Phone Number of Applicant 347 683 8237

Day and date the Block Party will be held SATURDAY MAY 23 2026

Hours Block Party will start and end 2PM TO 9PM

Name of Streets to be blocked GRANT STREET

FROM TOP OF SPRAGUE TO ACADEMY

BLOCK PARTY APPLICATION REQUIREMENTS:

On a separate sheet of paper, please indicate the following information:

Name, addresses and signatures of no less 75% of homeowners on the closed street area for permission to have Block Party.

A description of any equipment to be used, including whether music is to be played and what devices are needed for the provision of such music, when applicable.

MUSIC PLAYED WILL BE FROM PORTABLE OUTDOOR BLUETOOTH SPEAKERS
Description of any vendors within the closed street area.

NONE

By signing this application, the applicant agrees to all the provisions of the Middletown City Code pertaining to Chapter 332 Noise and Chapter 319 Litter.

Signed: Jose Ortiz

Date: 10/31/25

RECEIVED
OCT 31 2025

CITY CLERK
CITY OF MIDDLETOWN

For Office Use Only:
Resolution Number and Date _____

RECEIVED
NOV 06 2025
CITY CLERK
CITY OF MIDDLETOWN

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 6 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Dennis Vega

Name Sign: 

Phone Number: _____

Date: 10/21/25

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 10 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Carol Cabral

Name Sign: Carol Cabral

Phone Number: 845-281-0105

Date: 10/21/25

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 12 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Sara Bosno

Name Sign: sara Bosno

Phone Number: 845.551.3216

Date: 10-17-2025

**RESIDENT
COPY**

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 116 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

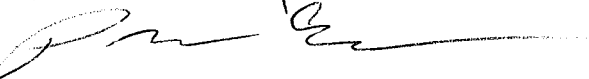
I agree with all the conditions listed above.

Name Print: Lissette Correa

Name Sign: Lissette Correa

Phone Number: 845 648-5903

Date: 10-31-25

Pedro Espiritusanto


Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 16 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Shaqail C. Moore

Name Sign: 

Phone Number: 845-381-0155

Date: 10

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 20 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Daniela Ramos

Name Sign: 

Phone Number: (845) 467-0575

Date: 10/20/2025

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 20 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Roylee A Whitaker-Wroten

Name Sign: Roylee A Whitaker

Phone Number: 845-741-7024

Date: 10/8/25

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 26 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Carmen Bush

Name Sign: Carmen Bush

Phone Number: 845-381-0625

Date: 10/23/25

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 32 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: ANTONIO FLORES

Name Sign: ANTONIO FLORES

Phone Number: 845 421 2530

Date: 10-10-2025

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 11 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

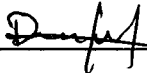
I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Darlin Giron

Name Sign: 

Phone Number: _____

Date: 10 - 21 - 2025

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 13 1/2 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Lisa Haynes

Name Sign: Lisa Haynes

Phone Number: 845-248-3715

Date: 10/6/25

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 15 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Oskando Walker

Name Sign: Oskando Walker

Phone Number: _____

Date: 10/17/25

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 17 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Roberta Perry

Name Sign: Roberta Perry

Phone Number: 845 699-2414

Date: 10/15/25

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 19 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Chris Daugherty

Name Sign: Chris Daugherty

Phone Number: 845-645-3690

Date: 10/6/2025

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 21 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Richard Graham

Name Sign: R Graham

Phone Number: _____

Date: 10 - 14 20 25

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 23 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Jairo Arias

Name Sign: 

Phone Number: (345) 542-3433

Date: 10-21-2025

Grant Street Petition for Block Party Street Closure

Date of Block Party: Saturday May 23rd, 2026

Time: 2pm To 8pm

Street To Be Closed: Beginning of Grant Street at Academy Avenue to ending of Grant Street at Sprague Avenue

I, the undersigned, residing at 25 Grant Street, do hereby agree to have the above street blocked off for a block party to be held on the date above.

I understand that once the barricades are in place there will be **NO** vehicle traffic, except for emergency vehicles.

I understand that any music played will not be excessively loud or disruptive to the neighborhood and in accordance with our local noise ordinances.

I understand that there will be no vendors within the closed street area.

I further understand that I am responsible for cleaning up the front of my residence which will include the sidewalk and the street section.

I agree with all the conditions listed above.

Name Print: Curtis

Name Sign: Curtis

Phone Number: _____

Date: 10-7-25



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman Johnson
 Date of Adoption: April 7, 2026
 Index No: 84-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing the Disposal of Surplus Vehicles

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the disposal of the following City-owned vehicles, as they are no longer economically feasible to repair and are deemed surplus to the needs of the City:

- **2013 Ford Explorer** – VIN No. **1FM5K8AR9DGA68818** – Car No. **32 ACO** – Needs new motor – **Tow Only**
- **2005 Ford Econoline E350** – VIN No. **1FDSE35P95HB26718** – Needs costly engine and transmission repairs, leaking diesel fuel, produces excessive exhaust smoke – **Tow Only**

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	Disposal of Bus and 32ACO
----	---------------------------

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

Memo

To: Chief Ewanciw
From: Sgt. Jordan McInerney
Date: February 24, 2026
Re: Department Vehicles to be disposed of

I am requesting the disposal of the following vehicles.

1. 2013 Ford Explorer - VIN# 1FM5K8AR9DGA68818 - Car# 32 ACO – Needs new motor - **TOW ONLY**
2. 2005 Ford Econoline E350 – VIN# 1FDSE35P95HB26718 – Needs costly engine/transmission repairs, leaking diesel fuel, produces excessive exhaust smoke – **TOW ONLY**

Respectfully,

Sgt. Jordan McInerney #1340



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman Jean-Francois
 Date of Adoption: April 7, 2026
 Index No: 85-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing Agreement with Orange County for 2026–2027 STOP-DWI Enforcement Program and Budget Amendment

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes an agreement with Orange County for the 2026–2027 STOP-DWI Enforcement Program, for the period of March 11, 2026 through January 1, 2027, in the amount of \$7,000; and

BE IT FURTHER RESOLVED, that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Mayor to execute said agreement; and

BE IT FURTHER RESOLVED, that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the City Treasurer to amend the budget by appropriating said funds to Account No. A.3126.103 (STOP-DWI).

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	STOP DWI 2026-2027
----	--------------------

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 19, 2026

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

Dear Mayor DeStefano and Members,

Attached please find the contract with the County for our 2026-2027 STOP-DWI enforcement period of March 11, 2026 through January 1, 2027. The total amount of the award is \$7000. Please be kind enough to prepare a resolution authorizing the Mayor to sign the agreement.

This contract must be signed in **blue ink**. Once the contract is signed, please return the original to us for forwarding to the County.

Please add this funding to our STOP DWI Budget line A.3126.103.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure
JE: ccd



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

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderman, 4th Ward Rodriguez
 Date of Adoption: April 7, 2026
 Index No: 86-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing Supplemental Agreement No. 6 with the New York State Department of Transportation for the Traffic Operations Project and Appropriating Additional Funds

WHEREAS, the City of Middletown is advancing the Traffic Operations Project (the "Project"); and

WHEREAS, the scope of the Project has changed since the original funding was approved, requiring additional construction and construction inspection funding and an amendment to the contract end date; and

WHEREAS, the City has secured additional federal funding for the Project through supplemental agreements with the New York State Department of Transportation; and

WHEREAS, Supplemental Agreement No. 6 provides for an additional \$400,000 in project funding, increasing the total project cost from \$25,191,203 to \$25,591,203; and

WHEREAS, said funding is anticipated to include 80% federal participation and a local share, with reimbursement through the New York State Marchiselli Program when available;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes Supplemental Agreement No. 6 with the New York State Department of Transportation for the Traffic Operations Project in the amount of \$400,000; and

BE IT FURTHER RESOLVED, that the sum of \$400,000 is hereby appropriated from Capital Fund Account No. H.908.900 and made available to cover the cost of participation in the applicable phases of the Project; and

BE IT FURTHER RESOLVED, that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Mayor and Corporation Counsel to execute Supplemental Agreement No. 6 and any and all related documents necessary to effectuate the same; and

BE IT FURTHER RESOLVED, that in the event the full federal and/or state aid reimbursement is not available, the City of Middletown shall be responsible for the balance of the Project costs.

Prepared by:
Jacob Tawil

Attachments:

1.	PIN 8757#6 Resolution SAMPLE
2.	PIN 875707 SUP 6 D035608

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: 86-26

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Middletown Traffic Operations, Stage 1 in the City of Middletown, Orange County, PIN 8757.07 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 214-21 adopted by the City of Middletown on October 19, 2021 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work, and increased the federal and non-federal share of costs for the additional preliminary engineering work for the project.

WHEREAS, Resolution No. 241-24 adopted by the City of Middletown on November 19, 2024 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work, and increased the federal and non-federal share of costs for the additional preliminary engineering work for the project.

WHEREAS, Resolution No. 28-26 adopted by the City of Middletown on January 20, 2026 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of the additional construction and construction inspection work for the project.

WHEREAS, it was subsequently found necessary to undertake additional construction, and construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional construction, and construction inspection work for the project; and

NOW, THEREFORE, the Middletown City Council, duly convened does hereby

RESOLVE, that the Middletown City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Middletown City Council hereby authorizes the City of Middletown to pay in the first instance 100% of the federal and non-federal share of the cost of the additional construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$400,000** (\$25,591,203 minus the previous \$25,191,203) is hereby appropriated from Capital Fund H.908.900 and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Middletown City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor thereof, and it is further

RESOLVED, that the Mayor of the City of Middletown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Middletown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Mayor, the following municipal titles: Commissioner of Public Works, City Engineer and City Treasurer are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, Richard P. McCormack, Clerk of the City of Middletown, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Common Council of the City of Middletown at a meeting duly called and held at the City Hall, 16 James St on April 7, 2026 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Middletown, New York, this 8th day of April, 2026.



Clerk, City of Middletown

Sponsor: **City of Middletown**
PIN: **8757.07** BIN: **N/A**
Comptroller's Contract No. **D035608**
Supplemental Agreement No. **6**
Date Prepared: **3/17/2026** By: **GC**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 6 to D035608 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and

City of Middletown (the Sponsor)
Acting by and through the **Mayor**
with its office at **16 James Street, Middletown, NY 10940.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

- Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- Amends a previously adopted Agreement by adding:
 - Appendix B M/WBE/SDVOB.
 - Retention Exhibit.
 - Other: _____
- Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Middletown**
PIN: **8757.07** BIN: **N/A**
Comptroller's Contract No. **D035608**
Supplemental Agreement No. **5**
Date Prepared: **3/17/2026** By: **GC**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

By: Joseph M. DeStefano

Print Name: Joseph M. DeStefano

Title: Mayor

SPONSOR ATTORNEY:

By: _____

Print Name: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **ORANGE**

On the _____ day of _____ in the year 20__, before me the undersigned personally appeared Joseph M. DeStefano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My Commission Expires: _____

APPROVED FOR NYSDOT:

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 8757.07

OSC Contract #: <u>D035608</u>	Contract Start Date: <u>2/16/2017</u> (mm/dd/yyyy) Contract End Date: <u>9/30/2029</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 6	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Middletown Other Municipality/Sponsor (if applicable): <hr/> <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS	
Work Type: HWY INTERSECTION IMP County (If different from Municipality): ORANGE COUNTY	
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
Project Description: City of Middletown Traffic Operations, Stage 1, City of Middletown, Orange County	
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

A. Summary of Participating Costs FOR ALL PHASES <i>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</i>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8757.07.121	Current	STP (80%)	\$1,600,203.00	\$1,280,162.00	\$240,030.00	\$80,011.00	\$0.00
	Old	STP (80%)	\$1,600,203.00	\$1,280,162.00	\$240,030.00	\$80,011.00	\$0.00
8757.07.221	Current	STP (80%)	\$15,000.00	\$12,000.00	\$2,250.00	\$750.00	\$0.00
	Old	STP (80%)	\$15,000.00	\$12,000.00	\$2,250.00	\$750.00	\$0.00
8757.07.321	Current	STP (80%)	\$16,467,000.00	\$13,173,600.00	\$2,470,050.00	\$823,350.00	\$0.00
	Old	STP (80%)	\$16,467,000.00	\$13,173,600.00	\$2,470,050.00	\$823,350.00	\$0.00
8757.07.322	Current	CMAQ (80%)	\$7,366,000.00	\$5,892,800.00	\$1,104,900.00	\$368,300.00	\$0.00
	Old	CMAQ (80%)	\$6,966,000.00	\$5,572,800.00	\$1,044,900.00	\$348,300.00	\$0.00
8757.07.122	Current	CMAQ (80%)	\$143,000.00	\$114,400.00	\$21,450.00	\$7,150.00	\$0.00
	Old	CMAQ (80%)	\$143,000.00	\$114,400.00	\$21,450.00	\$7,150.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$25,591,203.00	\$20,472,962.00	\$3,838,680.00	\$1,279,561.00	\$ 0.00



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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Alderman Green
 Date of Adoption: April 7, 2026
 Index No: 87-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$12,000 Budget Transfer for Fitness Court Site Improvements

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the City Treasurer to transfer the sum of \$12,000 in the following manner:

FROM	TO	AMOUNT
A.7110.478 – Park Improvements	H.7110.214 – Fitness Court Studio	\$12,000

BE IT FURTHER RESOLVED, that said transfer shall be used for the installation of additional concrete at the Fitness Court site to support a future shade structure, including the necessary footers and related site preparation, in order to allow for a more cost-effective and efficient installation should the City elect to add the shade structure at a later

date.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman, 4th Ward
Rodriguez
 Seconded by: Alderman Jean-Francois
 Date of Adoption: April 7, 2026
 Index No: 88-26

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

Richard P. McCormack

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Agreement with TK Elevator Corporation for City Court Elevator Maintenance and Repair

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes an agreement with TK Elevator Corporation for maintenance services for the elevator located at the City Court Building, 25 South Street, at a cost of \$290.80 per month, billed annually in the amount of \$3,489.60 for the period April 2026 through March 2027; and

BE IT FURTHER RESOLVED, that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the repair and start-up work for said elevator following construction, in the amount of \$11,564.00; and

BE IT FURTHER RESOLVED, that the Common Council concurs with the Board of

Estimate and Apportionment and authorizes the City Treasurer to transfer funds for these unbudgeted expenses as follows:

FROM	TO	AMOUNT
General Fund A.1620.470 – Repairs to Building		\$11,564.00
General Fund A.1490.400 – Contractual		\$3,489.60

BE IT FURTHER RESOLVED, that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Mayor to execute said agreement and any related documents necessary to effectuate the same.

Prepared by:

Attachments:

1.	MEMO- TK Elevator-Courthouse
2.	Middletown New Courthouse- Service Agreement-2026-2-2067192
3.	Middletown New Courthouse-Reactivate-2026-2-2067035

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: March 27, 2026
To: Honorable Mayor DeStefano, Members of the Board of Estimate
and Apportionment, Members of the Common Council
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk
From: Jacob Tawil, Commissioner of Public Works
Re: Courthouse Elevator Contract

We are hereby requesting the approval and signature of the attached contract between the City of Middletown and TK Elevator Corporation for elevator located at New Courthouse on 25 South Street.

Cost will be \$290.80 per month, paid annually (\$3,489.60/yr.)
If billed monthly, the cost would be increased by 7%

Also included is a repair work order for said City Court Elevator for clean up and start up after construction is completed in the amount of \$11,564.00 for your review and approval.

The terms and conditions are attached.

We are requesting the following transfer to cover this unbudgeted expense:

General Fund	\$11,564.00	Repairs to Building A.1620.470
General Fund	\$3,489.60 (April-March 2027)	Contractual A.1490.400

Thank you.

JT/mc

TK Elevated Agreement

Universal Service by TK Elevator
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March 25, 2026

Purchaser: City Of Middletown
Address: 16 James St
Middletown, NY 10940-5724

Location: Middletown New Courthouse
Address: 25 South Street
Middletown, NY 10940

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Covered Equipment

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer
Hydraulic	PE-1	PE-1	SK-97097	2	ESI (Elevator Systems Inc)

Scope of Work

Service Activities

TK Elevator will maintain the Units as follows: (A) examine only the following parts, which will be accomplished either in person or through MAX (as described elsewhere in this Agreement) or any other TK Elevator technology system, and (B) shall adjust and lubricate only the following parts, with (A) and (B) performed as TKE, in its sole opinion, determines as necessary to promote the proper operation of those Units (collectively, "Service Activities"):

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

All Service Activities will be performed Monday to Friday, 8:00 AM to 3:30 PM except during holidays recognized in the National Elevator Bargaining Association's collective bargaining agreement with the International Union of Elevator Constructors ("Regular Time").

Parts Repair/Replacement



TK Elevated Agreement

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Service Activities also include the repair or replacement of only the following parts (using replacement parts of TK Elevator's choosing): motor brushes, operating-switch and relay components, plug-in relays and fuses (except main line disconnect). In order to qualify for repair or replacement under this Agreement such parts' repair or replacement must be necessitated solely by normal wear and tear and not a cause otherwise excluded elsewhere in this Agreement.

Service Activities Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP takes into consideration the age and usage of the Unit(s). Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes, "Service Requests" during Regular Time. Service Requests are defined as the dispatch of our technician to release any entrapped passengers from a Unit and/or to address adjustments to any of the parts listed under the section of this Agreement titled "Service Activities" so long as such adjustments are not otherwise excluded in this Agreement, take less than two (2) hours, excluding travel time and require, in TK Elevator's sole opinion, less than two (2) technicians to complete. Adjustments resulting from a Service Request that do not meet all three (3) conditions listed in the preceding sentence will be invoiced to Purchaser at our standard billing rates. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all material and labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- annual safety tests for your hydraulic Unit(s) covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Unit(s) in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees or any costs incurred by TK Elevator.

TK Elevated Agreement

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Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code which will be billed at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the repairs are performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

Exclusions

Service Activities, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any part or component or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). Any Service Request and Overtime Service Requests that are necessitated by, in whole or in part, the condition, operation and/or non-operation of parts that are "obsolete" (as that term is defined below) are also (a) excluded from this Agreement and (b) constitute Billable Work. On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

With the passage of time, equipment technology and designs will change. If, at any time under this Agreement, (1) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part shall be considered "obsolete", regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Moreover, if, at any time after the expiration of the initial term of this Agreement, (A) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (B) that part was either (i) installed or (ii) manufactured ten (10) or more years earlier, that part will also be considered "obsolete". You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal,

TK Elevated Agreement

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TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

The current standard billing rates associated with this Agreement after application of a 20.00% discount are as follows:

- Mechanic: \$540.00
- Helper: \$432.00
- Adjuster: \$607.50
- Mechanic OT: \$918.00
- Helper OT: \$734.40
- Adjuster OT: \$1,032.75

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things (“IOT”) platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a “Device”). Purchaser consents and authorizes TK Elevator to (1) access Purchaser’s premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the “MAX Data”). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator, Purchaser agrees not to permit Purchaser’s own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the “CP”) and mobile application (the “App”) which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser’s access to the CP and App if any of Purchaser’s accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled “TK Elevator Communications Services.” These additional available services involve the provision of 24/7/365 monitoring of your Units’ code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the “Communication Equipment”), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

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Contract Term, Price & Payment

Term

This Agreement is effective for 60 months starting May 01, 2026. To ensure continuous service, this Agreement will be automatically renewed for successive 60 -month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60 -month period or at least 90-Days before the end of any subsequent 60 -month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

If this Agreement is terminated before the end of either the initial or any subsequent 60-month period by either (A) TK Elevator for any breach by you or (B) by you for any reason other than our own default after you've provided any contractually-required notice and opportunity to cure, you agree as follows:

- (i) That TK Elevator may declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the parties agree are a good faith estimate of TK Elevator's damages and not a penalty;
- (ii) That you also agree to immediately pay to TK Elevator any promotional and/or volume-based discounts granted to you under this Agreement; and
- (iii) That TK Elevator may also terminate our obligations under this Agreement.

You further agree that the rights and obligations in (i), (ii) and (iii) above are material conditions of this Agreement, are reasonable and necessary, are not subject to offset, dispute or reduction and that under such circumstances, TK Elevator also reserves all of its other rights under this Agreement and applicable law.

Price

The price for the Agreement shall be \$290.80 per month, inclusive of all applicable sales and use taxes, payable annually in advance.

The price of this Agreement contemplates that each Unit covered under this Agreement will make no more than 37,000 trips, defined as passenger-initiated travel of the Unit between two (2) to ten (10) landings as determined by TK Elevator, within any six (6) month period. In the event that any Unit covered by this Agreement makes more than 37,000 trips within any six (6) month period during the term of this Agreement then Purchaser agrees to pay TK Elevator an additional fee equal to 2% to the monthly billing amount during the following six (6) month period for each such Unit which will appear as a separate line item on any applicable invoice or on a separate invoice altogether.

Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Agreement but also all applicable sales tax.

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

We reserve the right to increase all charges under this Agreement not to exceed a total of 6.50% annually.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. Any payments by credit card shall be subject to a 3% credit card fee. If you do not timely pay any sum due to TK Elevator related to your Unit(s) described in this



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Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the Parties agree are a good faith estimate of TK Elevator's damages and not a penalty and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Unit(s)) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

All invoices generated in connection with services performed under this Agreement shall be delivered to Purchaser electronically. It shall solely be Purchaser's responsibility to ensure that TK Elevator, at all times, has been provided with accurate Purchaser contact information in order to successfully deliver such invoices. TK Elevator reserves the right to apply any overpayments it receives from Purchaser to any open invoices issued in connection with the subject matter of this Agreement regardless of whether or not the invoices were generated in connection with this Agreement or with any other contract, agreement, or work order between the parties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. In the event of a passenger entrapment, you agree to call TK Elevator immediately and, absent a medical emergency, wait for a TK Elevator technician to release the passenger(s). You agree to separately pay TK Elevator to repair or replace any parts of the Unit(s) damages in connection with your failure to do so. You agree that your employees, agents and/or contractors shall not attempt to release or extricate any entrapped passenger(s) from the Unit(s) in light of the life safety risks such attempts create. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s) involving personal injury or property damage and that you will be solely responsible for preserving any parts that are replaced after such occurrence or accident. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.



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We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and any resulting costs or fees shall be exclusively the Purchaser's responsibility.

Pledge of Customer Satisfaction

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it. If you have satisfied those conditions and we do not respond in writing or commence action to appropriately resolve your concern within that thirty (30) day period you shall then have the right to terminate this Agreement after providing our local branch manager with an additional thirty (30) days written notice via certified mail, return receipt requested, recognizing that time is of the essence with respect to this provision.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

This Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws absent its inclusion elsewhere in this Agreement of any later amendment.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED



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THERE TO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights is not intended to be, nor shall it operate to forfeit or waive any of those rights. Moreover, any extension, indulgence or change by us in the method, mode or manner of payment or any of our other rights under this Agreement shall not be construed as a waiver of any of our rights under this Agreement



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Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

City Of Middletown (Purchaser):	TK Elevator Corporation Management Approval
By: <u>Joseph M. DeStefano</u>	By: _____
(Signature of Authorized Individual) Mary Connolly	(Signature of Branch Representative)
Joseph M. DeStefano	Lara Renton
(Print or Type Name)	Branch Manager
Mayor	
(Print or Type Title)	
4/9/2026	
(Date of Acceptance)	(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

100 Clark Dr
East Berlin, CT 06023-1172
860-828-6672

Thank you for choosing TK Elevator. We appreciate your business.

Richard Kearney



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Customer Onboarding Form

1) To elect a Payment Frequency other than Annual:

Initial To Accept

Semi-Annual	3% Addition	
Quarterly	4% Addition	
Monthly	7% Addition	

BILL TO INFORMATION

ACCOUNTS PAYABLE CONTACT

Company Name: _____

Name: _____

Address: _____

Phone: _____

Address 2: _____

Fax: _____

City: _____

Email: _____

State: _____

Zip Code: _____

TAX STATUS:

Are you tax exempt?



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Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your elevator service agreement with TK Elevator (the "Agreement"). We have notated below each additional TK Elevator Communications Service that you have selected for each of the Unit(s) covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
	Hydraulic	PE-1	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

Price

In light your selections in the chart above, you agree to an additional price of \$0.00 per month which will be billed to you as a separate line item from all other scopes of work specifically provided for by TK Elevator under your Agreement (the "TK Elevator Communications Services Charge"). The TK Elevator Communications Services Charge is not subject to any discounts

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above, so long as those specific Units have operational telephone equipment capable of placing an outgoing call to TK Elevator Communications' call center, we will provide monitoring of such calls through that call center on a 7 days per week, 24 hours per day, 365 days per year basis. Depending on the nature of each call and circumstances, TK Elevator Communications' operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communications' call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.



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TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (**911 is not sufficient, local phone numbers are required**):

Police Department: (_____) _____ - _____

Fire Department: (_____) _____ - _____

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.





Customer Portal & Mobile App setup form

Name:	Mary Connolly		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	+1 845 3433169		
Email:	mconnolly@middletown-ny.com		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Repair Work Order



March 25, 2026

Purchaser: City Of Middletown
Address: 16 James St
Middletown, NY 10940-5724

Location: City of Middletown New Courthouse
Address: 25 South Street
Middletown, NY 10940

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Eleven Thousand Five Hundred Sixty Four Dollars (\$11,564.00)** pursuant to the terms and conditions contained in this Work Order (the "Work Order"). Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Work Order but also all applicable sales tax.

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

Summary:

Elevator	TKE ID	Description	Repair category
PE-1	TO FOLLOW	PRVT Cat 1	Operational
PE-1	TO FOLLOW	CleanDown Hatch/Well Way	Performance

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at **+1 845-537-3499**.

We appreciate your consideration.

Regards,

Richard Kearney
TK Elevator Corporation
100 Clark Drive
East Berlin CT 06023-1172
richard.kearney@tkelevator.com | +1 845-537-3499

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

TK Elevator will provide the required labor and materials to perform the following work:

1. Thoroughly clean the entire elevator from accumulated construction dust and debris. This includes all machine room equipment, top of car, hoistway door sills, door hanger, tracks and rollers, selector tape, all leveling and limit switches and all interlock contacts.
2. Energize the elevator and observe operation. Determine if any further work is required before the elevator is inspected by an independent QEI certified inspection agency. This inspection agency is to be provided by others. Perform full load testing with inspection agency.

Payment Terms

100% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time of TK Elevator's completion of the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

The price of this Work Order includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of execution of this Work Order. The price of this Work Order is subject to escalation - even after Purchaser's acceptance of this Work Order - under certain circumstances. After the date of acceptance of this Work Order and in addition to the Work Order price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Work Order occurs after any milestone mentioned earlier in this Work Order; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts. When any materials and/or components applicable to the work described in this Work Order are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or charges imposed by applicable government authorities and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to such shipment.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincial or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

City Of Middletown (Purchaser):	TK Elevator Corporation Management Approval
By: <u>Joseph M. DeStefano</u>	By: _____
(Signature of Authorized Individual) Mary Connolly	(Signature of Branch Representative)
_____ Joseph M. DeStefano	Lara Renton Branch Manager
(Print or Type Name)	
_____ Mayor	
(Print or Type Title)	
_____ 4/9/2026	
(Date of Acceptance)	(Date of Execution)

Please contact _____ to schedule work at the following phone number _____



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Johnson
 Date of Adoption: April 7, 2026
 Index No: 89-26

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

Richard P. McCormack
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Rodriguez	X			
Ald. Jean-Francois	X			
Ald. Johnson		X		
Ald. Wray	X			
Ald. Gomez				X
Ald. Green		X		
Ald. Witt		X		
Ald. Masi		X		
Pres. Rodrigues		X		
Total	3	5		1

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing Agreement with J.C. Ehrlich for Pest Control Services at the New Courthouse

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes an agreement with J.C. Ehrlich for pest control services at the New Courthouse located at 25 South Street, including a one-time initial service fee in the amount of \$895.00 and recurring monthly service in the amount of \$165.00; and

BE IT FURTHER RESOLVED, that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Mayor to execute said agreement and any related documents necessary to effectuate the same.

Prepared by:
Jacob Tawil

Attachments:

1.	MEMO- ehrlic-Courthouse
2.	Ehrlic contract-Courthouse

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: March 27, 2026
To: Honorable Mayor DeStefano, Members of the Board of Estimate
and Apportionment, Members of the Common Council
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk
From: Jacob Tawil, Commissioner of Public Works
Re: Courthouse Pest Control

We are hereby requesting the approval and signature of the attached contract between the City of Middletown and J.C Ehrlich for Pest control at the New Courthouse on 25 South Street.

One-time Initial fee will be \$895.00

Moving forward monthly payment will be \$165.00 a month

The terms and conditions are attached.

We are Requesting the following transfer to cover this unbudgeted expense:

General Fund	\$895.00	Repairs to Building A.1620.470
General Fund	\$1,485.00 (April-Dec)	Contractual Srvs A.1490.400

Thank you.

JT/mc



a Rentokil North America company



Commercial Pest Management Maintenance Agreement

District: 24 Colleague: Dan Poulakis License N°: _____ Date: 03/23/2026

Invoice To		Existing Customer ID:
Customer Name: <u>City of Middletown</u>	Contact Person: <u>Mary Connolly</u>	
Address: <u>16 Jame St</u>	Email: <u>MConnolly@MiddletownNY.gov</u>	
City: <u>Middletown</u> State: <u>NY</u> Zip: <u>10940</u>	A/P Contact: <u>Mary Connolly</u>	
Telephone: <u>(845) 346-4117</u>	A/P Phone: <u>(845) 346-4117</u>	

Service Location	<input type="checkbox"/> Same as Invoice Information	Existing Worksite ID:
Customer Name: <u>City of Middletown</u>	Contact Person: <u>Mary Connolly</u>	
Address: <u>25 South St</u>	Email: <u>MConnolly@MiddletownNY.org</u>	
City: <u>Middletown</u> State: <u>NY</u> Zip: <u>10940</u>	Tax Exempt: <input type="checkbox"/> If Yes, Tax ID N°: _____	
Telephone: <u>(845) 346-4117</u>	SIC Code: _____	
N° of Structures: _____		N° of Units/Rooms: _____

Inspection Notes

Covered Pests	Covered Areas
Mice <input checked="" type="checkbox"/> Cockroaches <input checked="" type="checkbox"/> Occasional Invaders <input type="checkbox"/> Rats <input checked="" type="checkbox"/> Pavement Ants <input checked="" type="checkbox"/> Stinging Insects <input checked="" type="checkbox"/> Other <input type="checkbox"/> Specify: _____	Coverage includes the full interior and exterior _____ _____

Initial Service(s) Description
 During the initial service Ehrlich will install a total of 10 Large Exterior Rodent Bait stations along the foundation , 4 Large interior stations in the basement , Small Interior Bait Stations in the IT Room , Furnace Room , and 3 Utility Rooms. Ehrlich will also perform a full exterior preventative treatment to the foundation and basement.

Ongoing Service(s) Description
 Monthly service includes the 10 Large Exterior Bait Stations along the foundation , 4 Large interior stations in the basement , small interior bait stations in the IT Room , Furnace Room , and utility rooms. Ehrlich will also inspect and treat nested Wasps , Hornets and Bees (Excluding Honey Bees) up to 25 ft on the structure. Coverage includes Mice , Rats , Roaches , Ants and Stinging Insects

Equipment Included with Agreement				
SKU #	Description	Qty	Replacement Charge	

Equipment Purchased					
SKU #	Description	Qty	Price/Unit	Total Price	

Service Frequency	Payment Method	Billing Frequency	Fee Summary (Not Including Applicable Taxes)
Monthly (12/yr)	Invoice/Check <input type="checkbox"/>	Monthly	Service fee Monthly: \$ 165.00
	PO number: _____	Single bill for all locations	One-Time Initial Service Fees: \$ 895.00
			One-Time Equipment Purchase Fees: _____

Please read Terms and Conditions for Payment specifications. Prices do not include any applicable taxes.

Customer may cancel this transaction at any time prior to midnight on the 3rd business day after the date of this transaction with a full refund of payment.
 Acceptance of Agreement: The above quotations are hereby accepted including Terms and conditions as found on the reverse side.

Rentokil North America d/b/a Ehrlich	<input type="checkbox"/>	City of Middletown
Dan Poulakis	_____	
Representative Printed Name	Customer Printed Name	
Account Executive	_____	_____
03/23/2026	Title	Date
Signature	Signature	Signature

FOR OFFICE USE ONLY	SIC: _____	District: _____	DWA#: _____	Sales#: _____	Customer #: _____	SVC: _____	Specialist: _____
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THIS SERVICE AGREEMENT SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Agreement. "Customer" and Rentokil North America, Inc. d/b/a Ehrlich (hereinafter collectively referred to as "Agreement")

☐ ("Company") agree to the following terms and conditions in connection with the Services and Plan indicated on this agreement

Standard of Care. Company will use its professional expertise to determine the products and services appropriate for treatment, and will follow all label and legal requirements. All reasonable care will be used in installing and maintaining the specified services. Company hereby affirmatively disclaims any liability for damage or injury caused by the use of any materials in accordance with the manufacturer label directions. Reasonable care will be taken in applying the treatment, however, the nature of the work is such that Company cannot be responsible for the safety of domestic animals, stains, discolorations, or other damages, except those directly caused by willful negligence on the part of the Company. If, for whatever reason, the Customer is dissatisfied with the service provided, the Customer will provide reasonable notice and allow the Company a period of up to 45 days to remedy the problem to the extent reasonably required.

Customer Responsibilities. Effective service requires the cooperation of the Customer. The Customer, therefore, warrants full cooperation with Company during this Agreement. Customer agrees to maintain premises free from any factor or condition conducive to identified issues and services and following instructions provided. This cooperation includes, but is not limited to, proper garbage handling; repairing structure; not adding chemicals or self-treating in ways that are not part of Service; emptying grease traps, not damaging or turning off equipment, etc. Any damage warranty specified in the Agreement will be voided should the presence of pests or issue be associated with conditions arising from Customer's non-cooperation. Company's failure to alert the Customer to any negative conditions does not alter the Customer's responsibility. If Customer is unable to comply with preparation or maintenance requirements, the Company will make determination on site if service can be completed or rescheduled; additional fees may be applied. If the Customer or other occupants of the structure(s), believe they are or may be sensitive to products being used or their odors, or if the Customer or other occupants have consulted with a medical doctor or other healthcare provider, regarding such sensitivity, the Customer must notify Company in writing, in advance of treatment of the structure(s). Company assumes no liability should Customer fail to warn Company of these sensitivities. Company reserves the right, upon receipt of such notification, to deny or terminate services. Any arrangements, costs or inconvenience resulting from the need to evacuate occupants, or other precautions deemed necessary, shall be the sole responsibility of the Customer. The Customer agrees to give Company complete or reasonable access to all areas, as may be required to enable effective service and maintenance, including individual units of multi-unit residential structures and electrical outlets, if needed.

Modification. Any deviation from the requirements outlined that involve extra cost of material and labor will result in extra charges. If conditions require Company to use specialized equipment or products to control the problem(s), Company shall advise the Customer of the additional costs. Due to safety concerns and regulations, Company may be required to use fall protection when Service involves working on the roof of a structure. Fall protection safety equipment includes a number of devices and may include roof anchors, of which Customer will be advised. Some roof anchors are designed to be left on the roof; others are to be removed. If Customer prefers to have anchors removed, this should be discussed with the sales representative before service is performed.

Substructure. Services under this Agreement do not include services to the substructure of the premises. Should substructural treatment be required, additional costs shall apply, of which the Company will advise the Customer.

Moisture, Mold and Mildew. Moisture is a condition found in varying degrees in most structures. Moisture conditions in and around structures can be conducive to a variety of pests and wood destroying insects. Moisture conditions can also provide an environment favorable to the growth of mold, mildew and other fungi. It is the Customer's sole responsibility to direct questions concerning the presence or dispersal of mold, mildew, mold spores or fungi; health-related issues; or indoor air quality to qualified professionals. Company does not possess the knowledge or expertise to identify mold, mildew or fungi that may lower air quality or be injurious to health, nor does it possess the knowledge or expertise to give opinion or recommendation regarding exposure to, or effective remediation of mold, mildew or other fungi (including decay or non-decay) as they might relate to air quality or health related risks. However, Company may provide services to control wood decaying fungus and high moisture conditions in crawl spaces. Company is not responsible for personal injury or property damage resulting from the presence, disruption or dispersal of mold, mold spores, mildew or fungi, even if Company inadvertently causes such disruption or dispersal by its inspection or treatment of pest-related problems. Customer waives and releases Company from any claim or injuries related to mold, mildew or fungal growth.

Warranty. For Equipment and Products, manufacturer warranties apply; there is no further warranty from Company on Products, Equipment or Service. Certain Services may carry limited Company warranty; refer to Service definition.

Right to Subcontract. Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

Ownership and Replacement of Equipment. All equipment, devices and components are property of and/or remain property of or under the control of the Company. Company will replace rental devices and components as required, except for those items lost or damaged due to Customer's neglect, in which event, the Customer will be responsible for replacement cost. Company will be granted access to the Customer's location to recover equipment, devices and components at the expiration of this Agreement, or at any time an amount due from the Customer to Company is more than sixty (60) days beyond due date. If Customer terminates an Equipment rental earlier than the term of the Agreement then in effect, Customer is responsible for paying the full amount remaining for rental of devices.

Force Majeure. Company shall not be liable for any delay or failure in performing the services due to any cause beyond its reasonable control.

Insurance. Public liability and property damage insurance against injury to members of the public from accidents that may arise from operations will be carried by Company, and evidence of insurance will be issued to the Customer upon request. Georgia Customers, please note: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control Company.

Limitation of Liability. The Customer agrees that the work provided under this Agreement is not to be construed as Insurance, or as a covenant, guarantee, warranty, or promise of any kind that the Customer is in compliance with any legal guidelines or requirements. Company disclaims any liability or responsibility regarding the practices and operations of the Customer, and bears no responsibility or liability for whether the Customer carries out the recommendations made by Company, and in no event will the Company be liable for consequential, indirect or economic damages. The Customer shall indemnify and hold Company harmless from and against all claims, demands, liabilities, obligations and attorneys' fees or costs brought by any third parties, arising out of, or related to this Agreement, or by failure of the Customer to act in accordance with any requirements in connection with the Services. Company will be responsible for only those damages, claims, causes of action, injuries or legal costs caused by its own direct negligence or misconduct, but then only to an amount not to exceed the annual fees charged under this Agreement.

Animal Disposal. Company will dispose of any trapped wildlife in accordance with the laws and regulations of local governing authorities; however, if Customer requests the release of the animal on his/her property, Company shall not be responsible for, nor guarantee, that the animal will not return to infest or damage the serviced property.

Choice of Law. Any and all disputes, claims or lawsuits related to this Agreement or to the services shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

Class Action Waiver. Where permitted under the applicable law, Customer and Company agree that each may bring claims against the other only in each Party's individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless Customer and Company both agree, no action, or court of law, may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Mandatory Arbitration. Claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to the agreement or warranty, shall be submitted to arbitration by a single, neutral arbitrator.

Intellectual Property. Except as expressly set forth herein, between Company and Customer, each is and shall remain the owner of all Intellectual Property that it owns or controls as of the Effective Date, or that it develops or acquires thereafter. This shall be binding upon all successors of the Customer's business.

Data Security. Company may provide Customer with access to Company's online and digital tools to store service reports and visit history, or other applications that may be developed, to give Customers access to their pest management information, if applicable to the Services in this Agreement. While Company follows standard procedures to secure systems and Customer data, including securing online tools and applications through the use of hashed passwords, HTTPS encryption and a secure data center, Customer confirms and acknowledges that:

- Company and/or any of its subsidiaries are not responsible for the integrity or confidentiality of Customer's access credentials. Customers are encouraged to take precautions to secure login id's and passwords.
- All usage rights to Company's online or digital tools are immediately discontinued upon the Customer's termination of the Service Agreement.
- The Customer agrees to indemnify, defend, and hold Company harmless from any claims arising out of, or connected or associated with the use of Company's online and digital tools, including but not limited to, any claims arising from internet hacking.
- This agreement shall be binding upon all successors of the Customer's business.

Refer to Legal Statements and Privacy Policies as posted on online tool Web Sites for additional information.

Third Party and Marketing Disclosure. The Customer agrees to permit Company to use the Customer's name and contact information for sharing with Company's business partners. Company will never sell this data. It is to be used to improve the Customer's experience with Company. Additionally, unless Customer notifies Company otherwise or opts out, Customer agrees to and accepts the receipt of periodic marketing and sales information relating to Company's service offerings.

Anti-Bribery and Anti-Corruption. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

Term. Service Agreements shall extend from month to month, with either party having the ability to cancel this Agreement upon 60-days notice to the other party.

Termination. Agreements may be terminated by either party with 60 days written notice, providing all accounts are current. See *Ownership and Replacement of Equipment* for further ramification of termination for Services that have *Term* other than month-to-month. In cases of Customer nonpayment or entering bankruptcy or insolvency per the Bankruptcy Code, Company reserves the right to terminate the Agreement upon immediate written notification.

Pricing. The initial price for services is set forth in the specifications of this Agreement. Company reserves the right to annually increase the amount charged for the services, which shall be communicated by written notice to Customer, which notice may be by invoice.

Payment. Introductory Service Fees are due upon completion of the service, unless another payment plan is selected on the Agreement. Other corrective service, rental and/or equipment/product fees will be invoiced upon completion/delivery. Subsequent services will be invoiced in accordance with the Agreement and payment plan selected by Customer. If a service date has been mutually agreed upon by Company and the Customer, it will be the Customer's responsibility to pay for service if Company has attempted to render service at the Customer's property. Payments for services are due within thirty (30) days from the date of each invoice. Customer agrees to remit payment in one of the acceptable forms of payment detailed in the Agreement or invoice. In the event full payment is not made within thirty (30) days after invoicing, a finance charge per month will be added to the unpaid balance, up to the maximum allowed by law. Late fee charges may also be applied. Additionally, the Customer is responsible for all collection costs, including reasonable attorneys' fees, for any invoices not paid by the due date. Any check returned for any reason, will result in a fee in the amount charged by Company's bank. All service warranties under this Agreement will be voided should any payment due exceed sixty (60) days. Should it become necessary to temporarily discontinue a periodic service due to causes beyond the Company's control, it is agreed that the periodic payments due under this agreement will be suspended until service is resumed, and that such temporary discontinuation of service will, in no way, breach this agreement.

Fuel/Transportation Surcharge. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.



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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Alderman Green
 Date of Adoption: April 7, 2026
 Index No: 90-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a Renewal Agreement with the Shawangunk Fish and Game Association

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a Memorandum of Understanding with Shawangunk Fish and Game Association

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

Prepared by:
 John Ewanciw, Chief of Police

Attachments:

1.	image62568
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AGREEMENT

THIS AGREEMENT made this 30 day of March, 2026 by and between the **City of Middletown**, a municipal corporation organized under the laws of the State of New York, located at 16 James Street, Middletown, New York 10940 ("City"), and **Shawangunk Fish and Game Association**, a membership organization duly organized under the laws of the State of New York, located at 51 Beakes Avenue, Middletown, New York 10940 ("Shawangunk").

WITNESSETH:

WHEREAS, Shawangunk owns and operates a range at 51 Beakes Avenue, Middletown, New York, and

WHEREAS, the City desires to utilize the services of the range for training of police officers, and

WHEREAS, Shawangunk needs certain work done at/on the range for the benefit of its membership association.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, Shawangunk Fish and Game association and the City of Middletown do hereby agree as follows:

1. The above recitals are incorporated by reference as material terms of this Agreement.
2. Shawangunk shall provide access to and use of its range to the Middletown Police Department for training of police officers for two consecutive weeks during the months of June and September each year, for the duration of this agreement/contact. The

Police Department shall have access to the range at any other time the parties mutually agree upon.

3. The City of Middletown Police Department shall purchase 4 range memberships, to be issued to four City of Middletown Police Department Firearms Instructors, at a cost of \$300 per membership, per year, for the duration of this agreement (2026 through 2030).

4. The City shall provide Shawangunk Fish and Game Association with dump truck loads of millings, when available and upon request, at no cost. Said millings will be delivered to Shawangunk by the City and dumped in predetermined locations throughout the range. Said millings will then be leveled by members of Shawangunk. Any permits required for this project shall be the responsibility of Shawangunk.

5. The City shall provide Shawangunk Fish and Game Association with municipal garbage pick-up on a weekly basis for the duration of this agreement. This garbage pick-up shall consist of the emptying of a dumpster, which is supplied and maintained by Shawangunk Fish and Game Association, and shall not include bulk or hazardous material pick-up.

6. Shawangunk agrees to defend, indemnify and save the City, its officers, agents and employees, harmless from any and all liability imposed on the City, its officers, agents and/or employees arising from the negligence, active or passive, of Shawangunk, and the City agrees to defend, indemnify and save Shawangunk, its officers, agents, volunteers and employees, harmless from any and all liability imposed on Shawangunk, its officers, agents, volunteers and/or employees arising from the negligence, active or

passive, of the City.

7. The term of this agreement is from March, 2026, through December 31, 2030. Either party, however, without prejudice to any other rights or remedy it may have, may with sixty (60) days written notice to the other party, terminate this Agreement.

City of Middletown

Shawangunk Fish and Game Association

By

Joseph M. DeStefano

Joseph DeStefano, Mayor

By

Rick Van Haaster

Rick Van Haaster, President

March 30, 2026



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

THE FOLLOWING WAS PRESENTED

By: Alderman Green
 Seconded by: Alderman Johnson
 Date of Adoption: April 7, 2026
 Index No: 91-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing City Wide Budget Transfers

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$42,000, in the following manner,

FROM	TO	AMOUNT
H.3120.201	A.7110.200	\$7,180.83
H.3120.202	Parks Equipment	\$15,451.99
H.3120.203		\$6,235.77
H.3120.204		\$5,151
Police Vehicle and Equipment		
A.7110.478	A.7110.200	\$7,980.41
Park Improvements	Park Equip.	

TO COVER THE COST OF A 4WD TRACTOR PURCHASE.

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$668,548, in the following manner,

FROM	TO	AMOUNT
General Fund Balance	H.0916.900	\$668,548

Requesting to update the Courthouse funding from temporary borrowing to permanent funding to cover the cost of furniture and additional gap costs not budgeted

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer within various City accounts in order to cover the cost of overdraft as part of the closing of Fiscal Year 2025. See attachment. These transfers are budget-neutral and do not affect the fund balance. The majority are related to year-end payroll accrual adjustments, with additional transfers reflecting last-minute unbudgeted purchases and debt service adjustments.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	BOE Overdraft requests 2025
2.	4.1.26 BOE Request Memo



DEPARTMENT OF FINANCE City Of Middletown

Leonora Liz
Treasurer

3/27/2026

MEMO: Request to the Board of Estimate to Cover the Final Overdrafts for 2025

PROPOSED 2025 BUDGET TRANSFERS						
FROM				TO		
Dept.	Account	Description	Amount	Account	Description	Amount
Common Council						
TO COVER ACCRUED PAYROLL AND PRINTING EQUIPMENT RENTAL						
	A.1010.400	CONTRACTUAL SERVICES	1,174.26	A.1010.100	PERSONAL SERVICES	(969.26)
				A.1010.479	COMMON COUNCIL-CLERK.EQUIPMENT RENTAL	(205.00)
			\$ 1,174.26			\$ (1,174.26)
Finance						
TO COVER MONTHLY TICKET PROCESSING, PARKING FEES - OCT - DEC 2025						
	A.1325.100	PERSONAL SERVICES	7,142.13	A.1325.460	COLLECTION AGREEMENT	(10,703.12)
	A.1325.103	OVERTIME	164.43			
	A.1325.479	EQUIPMENT RENTAL	3,396.56			
			\$ 10,703.12			\$ (10,703.12)
Data Processing						
TO COVER IT SUPPORT SERVICE - CHERRY ROAD TECH and Additional Time Clock Plus Expenses						
	A.1355.400	CONTRACTUAL SERVICES	15,071.12	A.1331.900	GENERAL EXPENSE	(15,071.12)
Assessor						
TO COVER ACCRUED PAYROLL AND PRINTING EQUIPMENT RENTAL						
	A.1355.103	OVERTIME	494.55	A.1355.100	PERSONAL SERVICES	(1,854.57)
	A.1355.400	CONTRACTUAL SERVICES	1,712.65	A.1355.479	EQUIPMENT RENTAL	(352.63)
			\$ 2,207.20			\$ (2,207.20)

<u>Civil Service</u>	TO COVER ACCRUED PAYROLL AND PRINTING EQUIPMENT RENTAL				
	A.1430.480	OFFICE EXPENSE	248.47	A.1430.100	PERSONAL SERVICES (5,747.61)
	A.1430.400	CONTRACTUAL SERVICES	98.65	A.1430.479	EQUIPMENT RENTAL (219.76)
	A.1430.401	TRAVEL EXPENSE	80.08		
	A.1490.400	CONTRACTUAL SERVICES	5,540.17		
			<u>\$ 5,967.37</u>		<u>\$ (5,967.37)</u>
<u>Public Works Admn</u>	TO COVER PRINTING EQUIPMENT RENTAL				
	A.1490.400	CONTRACTUAL SERVICES	1,333.29	A.1490.479	EQUIPMENT RENTAL (1,333.29)
<u>Special Items</u>	TO COVER TELEPHONE EXP, LABOR NEGOTIATIONS, & CLAIMS				
	A.1900.964	REFUND & CANCELLATION TX	33,171.69	A.1900.481	TELEPHONE EXPENSE (2,136.11)
				A.1900.495	SPECIAL ITEMS.MISCELLANEOUS (15,734.43)
				A.1900.915	LIABILITY INS - CLAIMS (195.65)
				A.1900.995	LABOR NEGOTIATIONS AND LITIGATION (15,105.50)
			<u>\$ 33,171.69</u>		<u>\$ (33,171.69)</u>
<u>Judgements & Claims</u>	TO COVER LITIGATION EXPENSES AND SETTLEMENTS				
	A.1900.964	REFUND & CANCELLATION TX	20,415.57	A.1930.930	JUDGMENTS & CLAIMS (229,976.04)
	A.1900.910	LIABILITY INS- PREMIUM	9,006.78		
	A.1900.920	DUE & MEMBERSHIP	1,057.00		
	A.1900.991	APPRAISAL OF PROPERTY	3,000.00		
	A.9000.850	UNEMPLOYMENT INSURANCE	55,694.32		
	A.9000.845	COMP-VOLUNTEER FIRE	41,002.50		
	A.9000.861	NYS HEALTH INSURANCE -RETIREE	52,000.00		
	A.9000.859	MVP HEALTH INSURANCE	15,236.65		
	A.1900.950	TAXES ON CITY PROPERTIES	32,563.22		
			<u>\$ 229,976.04</u>		<u>\$ (229,976.04)</u>
<u>Police Dept</u>	TO COVER ACCRUED GRANT PAYROLL AND PRINTING EQUIPMENT RENTAL				
	A.3120.100	PERSONAL SERVICES	102,147.63	A.3120.108	207C-POLICE (6,677.46)
				A.3120.479	EQUIPMENT RENTAL (6.30)
				A.3123.103	OVERTIME (6,148.31)
				A.3137.103	2024 - 2025 GIVE GRANT OVERTIME EXPENSE (9,920.63)
				A.3140.103	OVERTIME (7,818.49)
				A.3143.103	ATF FEDERAL REIMBURSEMENT.OVERTIME (59,325.96)
				A.3146.935	SERVICE COORDINATOR POSITION (12,250.48)
			<u>\$ 102,147.63</u>		<u>\$ (102,147.63)</u>

<u>Street Maintenance</u>	TO COVER THE COST OF SNOW REMOVAL, ADDITIONAL SNOW STORMS IN 2025 THAN ANTICIPATED					
	A.5110.100	PERSONAL SERVICES	2,810.27	A.5142.103	OVERTIME	(2,810.27)
<u>Economic Development</u>	TO COVER OC RECORDING FEE AND TRAVEL EXP					
	A.6200.100	PERSONAL SERVICES	332.04	A.6200.401	TRAVEL EXPENSE	(332.04)
			<u>\$ 332.04</u>			<u>\$ (332.04)</u>
<u>Senior Programs</u>	TO COVER FOR O&R UTILITIES AND INCREASE EXPENSE FOR GOLDENAREA TRANSPORTATION PROGRAM CITY'S SHARE					
	A.6772.467	SENIOR CITIZENS PROGRAMS.SENIOR TRIPS	14,579.77	A.6772.415	LIGHT & HEAT	(1,317.84)
	A.6772.100	PERSONAL SERVICES	2667.58	A.6772.402	SHUTTLE BUS	(15,929.51)
			<u>17,247.35</u>			<u>(17,247.35)</u>
<u>Paramount</u>	TO COVER EXTRA SECURITY EQUIPMENT COSTS AND SALES TAXES EXPENSE FOR CONCESSIONS (THIS WAS REFUNDED AT A LATER DATE)					
	A.7010.400	CONTRACTUAL SERVICES	3,421.60	A.7010.200	OTHER EQUIPMENT	(26,593.53)
	A.7010.443	RENTAL FEE-MOVIE REELS	2,178.50	A.7010.442	CONCESSION EXPENSE	(9,061.08)
	A.7010.447	CREDIT CARD/ONLINE FEES	7,757.96			
	A.7010.448	PROMOTERS & SPONSORS	7,368.93			
	A.7010.450	MATERIALS & SUPPLIES	1,137.17			
	A.7010.470	REPAIRS TO BUILDING	950.00			
	A.7010.480	OFFICE EXPENSE	18.90			
	A.7010.481	TELEPHONE EXPENSE	716.24			
	A.7010.490	PRINTING	21.51			
	A.7010.800	CITY SPONSORED EVENTS	1,181.23			
	A.7010.920	DUES & MEMBERSHIPS	1,720.19			
	A.7011.495	MISCELLANEOUS	9,182.38			
			<u>\$ 35,654.61</u>			<u>\$ (35,654.61)</u>
<u>Recreation</u>	TO COVER ACCRUED PAYROLL AND PRINTING EQUIPMENT RENTAL					
	A.7020.103	OVERTIME	4,208.82	A.7020.100	PERSONAL SERVICES	(4,137.63)
				A.7020.479	GENERAL RECREATION.EQUIPMENT RENTAL	(71.19)
			<u>\$ 4,208.82</u>			<u>\$ (4,208.82)</u>
<u>Parks</u>	TO COVER ACCRUED PAYROLL AND EQUIPMENT REPAIRS					
	A.7110.103	OVERTIME	4,136.41	A.7110.100	PERSONAL SERVICES	(3,387.34)
				A.7110.440	REPAIRS TO EQUIPMENT	(749.07)
			<u>\$ 4,136.41</u>			<u>\$ (4,136.41)</u>
<u>Waste Collection</u>	TO COVER SOLID WASTE REMOVAL					
	A.8160.417	GAS & OIL	4,484.10	A.8160.445	LANDFILL GARBAGE	(4,484.10)

<u>General Expenses</u>		TO COVER AUDITING & ACCOUNTING, AND ARCHITECTURAL SERVICES			
A.8180.900	DEMOLITION: GENERAL EXPENSE	3,779.47	A.8888.900	GENERAL EXPENSE	(2,679.47)
			A.8991.900	GENERAL EXPENSE	(1,100.00)
		<u>\$ 3,779.47</u>			<u>\$ (3,779.47)</u>

<u>Employee Benefits</u>		TO COVER MEAL, FSA ADMIN AND RETIREMENT BENEFITS DUE TO RATE INCREASES			
A.9000.840	STATE HEALTH INSURANCE	118,745.27	A.9000.810	STATE RETIREMENT SYSTEM	(76,797.00)
A.9000.860	STATE HEALTH INS-RETIRES	88,074.23	A.9000.815	POLICE & FIRE RET SYSTEM	(206,819.50)
A.9000.861	UNUSED SICK LEAVE	62,398.01	A.9000.862	MVP FLEX SPENDING/HRA ADMIN EXPENSE	(478.96)
A.9000.870	DENTAL/OPTIC INS ALL EMPLOYEES	1,468.96	A.9000.896	MEAL ALLOWANCE	(990.00)
A.9000.889	DENTAL/OPTIC INS ALL EMPLOYEES	14,398.99			
		<u>\$ 285,085.46</u>			<u>\$ (285,085.46)</u>

<u>DEBT SERVICE</u>			A.9710.701	INTEREST ON INDEBTNESS	(5,495.11)
A.1420.489	LITIGATION EXPENSE	\$ 56,169.15	A.9730.600	PRINCIPLE ON INDEBTNESS	(29,245.81)
A.1420.488	CORP COUNSEL GRIEVANCE	\$ 16,227.50	A.9730.900	GENERAL EXPENSE	(53,968.65)
A.1490.100	PERSONAL SERVICES	\$16,313.06	A.9785.701	INTEREST ON INDEBTNESS	(0.14)
		<u>\$ 88,709.71</u>			<u>(88,709.71)</u>

<u>Community Development</u>		TO COVER NUTRITION RESPONSE TO 2025 GOVERNMENT SHUTDOWN, SOCIAL AND HEALTH INSURANCES			
CD.8668.457	PROGRAM ELEMENTS -SINGLE/ MULTI FAM GRANT	14,713.31	CD.8686.457	PROGRAM ELEMENTS-SBL/PUB SER EN	(10,000.00)
			CD.8686.830	SOCIAL SECURITY PAYMENTS	(538.15)
			CD.8686.860	STATE HEALTH INSURANCE	(4,175.16)
		<u>14,713.31</u>			<u>(14,713.31)</u>

<u>Water</u>		TO COVER OVERDRAFTS IN THE ACCOUNT IN WATER ACCOUNT DUE TO PERSONAL SERVICES AND INSURANCE COVERAGE AND DEBT SERVICE			
F.1900.481	TELEPHONE EXPENSE	2,773.28	F.1331.900	GENERAL EXPENSE	(6,654.61)
F.1900.910	LIABILITY INS - PREMIUM	3,881.33	F.8310.480	OFFICE EXPENSE	(905.66)
F.8310.103	OVERTIME	397.58	F.8330.100	PERSONAL SERVICES	(11,377.70)
F.8310.104	CSEA LONGEVITY PAY	508.08	F.8330.103	OVERTIME	(823.34)
F.8330.415	LIGHT & HEAT	12,201.04	F.8340.100	PERSONAL SERVICES	(267.88)
F.8340.103	OVERTIME	267.88	F.8888.900	GENERAL EXPENSE	(2,679.47)
F.9000.830	SOCIAL SECURITY PAYMENTS	21,446.53	F.9000.810	STATE RETIREMENT SYSTEM	(21,200.00)
F.9000.859	MVP HEALTH INSURANCE	18,518.31	F.9000.860	STATE HEALTH INSURANCE	(74,922.79)
F.9000.861	STATE HEALTH INS-RETIRES	37,580.40	F.9710.701	INTEREST ON INDEBTEDNESS	(65,890.98)
F.9000.870	UNUSED SICK LEAVE	3,000.00	F.9730.900	GENERAL EXPENSE	(14,467.09)
F.9000.889	DENTAL/OPTIC INS-ALL EMPLOYEES	9,683.53			
F.9000.893	DISABILITY INSURANCE	8,573.49			
F.9500.904	TRANSFER TO GENERAL FUND	65,890.98			
F.9730.701	INTEREST ON INDEBTEDNESS	14,467.09			

\$ 199,189.52

\$ (199,189.52)

<u>Sewer</u>	TO COVER OVERDRAFTS IN THE ACCOUNT IN SEWER ACCOUNT			
	G.1900.910 LIABILITY INS - PREMIUM	4,535.24	G.1331.900	GENERAL EXPENSE (4,535.24)
	G.3010.409 CLOTHING ALLOWANCE	812.82	G.8110.480	OFFICE EXPENSE (812.82)
	G.8120.103 OVERTIME	808.22	G.8120.100	PERSONAL SERVICES (808.22)
	G.9000.810 STATE RETIREMENT SYSTEM	2,679.46	G.8888.900	GENERAL EXPENSE (2,679.46)
	G.9000.870 UNUSED SICK LEAVE	1,932.59	G.9710.701	INTEREST ON INDEBTEDNESS (3,084.11)
	G.9000.889 DENTAL/OPTIC INS-ALL EMPLOYEES	3,084.11	G.9730.900	GENERAL EXPENSE (1,932.59)
		<u>\$ 13,852.44</u>		<u>\$ (13,852.44)</u>

<u>Goldenarea</u>	TO COVER OVERDRAFTS IN THE ACCOUNT IN GA ACCOUNT			
	GA.5680.103 OVERTIME	406.73	GA.5680.830	SOCIAL SECURITY PAYMENTS (81.00)
	GA.5680.201 VEHICLES	50.00	GA.9000.810	STATE RETIREMENT SYSTEM (2,584.00)
	GA.5680.417 GOLDENAREA TRANSPORT.GAS & OIL	3,262.89	GA.9000.830	SOCIAL SECURITY PAYMENTS (1,300.00)
	GA.5680.440 REPAIRS TO EQUIPMENT	565.63	GA.9000.860	STATE HEALTH INSURANCE (754.36)
	GA.5680.481 TELEPHONE EXPENSE	176.64	GA.5680.100	PERSONAL SERVICES (14,737.69)
	GA.5680.495 MISCELLANEOUS	141.57	GA.9000.861	HEALTH INS-RETIREEES (1,860.10)
	GA.5038 SHUTTLE BUS SUBSIDY	15,931.51		
	GA.9000.835 MTA MOBILITY TAX	144.16		
	GA.9000.850 UNEMPLOYMENT INSURANCE	250.00		
	GA.9000.889 DENTAL/OPTIC INS-CSEA	5.74		
	GA.9000.893 DISABILITY INSURANCE	382.28		
		<u>\$ 21,317.15</u>		<u>\$ (21,317.15)</u>



DEPARTMENT OF FINANCE

City Of Middletown

Leonora Liz
Treasurer

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

March 30, 2026

To: The Board of Estimate From: Leonora Liz, Treasurer

Requesting to update the Courthouse funding from temporary Borrowing to permanent funding in the amount of \$668,548 to cover the cost of furniture and additional gap costs not budgeted.

From	To	Amount
General Fund Balance	H.0916.900	\$668,548

Requesting to transfer \$42,000 for the purchase of a 4WD Tractor

From	TO	Amount
H.3120.201	A.7110.200	\$7,180.83
H.3120.202	Parks Equip.	\$15,451.99
H.3120.203		\$6,235.77
H.3120.204		\$5,151.00
Police Vehicles and Equipment		

A.7110.478	A.7110.200	\$7,980.41
Parks Improvement	Parks Equip.	

Requesting to cover the Year End Cost of Overdraft, part of closing the 2025 fiscal year. See attachment.

Sincerely,



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

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderman Jean-Francois
 Date of Adoption: April 7, 2026
 Index No: 92-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Amending Chapter 353 of the Code of the City of Middletown to Establish a Do-Not-Knock Registry

WHEREAS, the City Clerk has recommended that the City create a Do-Not- Knock Registry to prevent unwanted peddling and soliciting.

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 353, Peddling and Soliciting, is hereby modified by adding a new Subsection I to Section 353-15, Locations where hawking, peddling and soliciting are prohibited, to read as follows:

I. Do-Not-Knock Registry.

(1) Any owner or occupant of property located in the City who wishes to prohibit hawking, peddling and soliciting on the premises shall complete a form available in the City Clerk's Office and on the City's website. The completion of the form will allow the owner/occupant's premises to be included on a list of properties that do not permit hawking, peddling or solicitation (herein referred to as the "Do-Not-Knock Registry" or "registry"). Stickers prohibiting hawking, peddling and solicitation may be obtained from the City Clerk's Office.

(2) In order to be removed from the registry, the owner or occupant must complete a form indicating that he/she/it does not want his/her/its property to be included on the registry.

(3) All hawkers, peddlers and solicitors shall obtain the current Do-Not-Knock Registry from the City Clerk at the time of issuance of a license to hawk, peddle or solicit pursuant to the provisions of this Chapter.

(4) No person shall hawk, peddle or solicit at any premises identified on the then-current Do-Not-Knock Registry, or at any premises displaying a sign or sticker prohibiting hawking, peddling, or soliciting.

(5) It shall be the responsibility of the hawker, peddler or solicitor to obtain updated copies of the registry from the City Clerk or from the City's website and carry it with them while engaging in hawking, peddling or soliciting activities.

(6) Activities related to a service requested by the owner or occupant of the property and undertaken in the ordinary course of business, including, but not limited to, deliveries of utility notices, telephone directory deliveries, regular newspaper deliveries, work order notices and service inquiries, are presumed to be requested or invited for the purpose of this Subsection.

(7) Nothing in this Subsection shall be construed to prohibit the distribution of leaflets, pamphlets or other literature, such as political or religious material, or other material protected by the United States or New York State Constitutions, distributed in a lawful manner.

(8) A violation of any provision of this Subsection shall, upon conviction, constitute an offense, and shall be punishable as provided in § 353-18.

Section 2 - The Code of the City of Middletown, N.Y., Chapter 353, Peddling and Soliciting, is hereby modified by amending Section 353-18, Penalties for offenses, to read as follows:

§ 353-18. Penalties for offenses. Any person who violates any of the provision of this Chapter 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.

Section 3. Severability.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or illegal by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 4. Effective Date.

This Resolution and Ordinance shall take effect immediately.

-

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderwoman Wray
 Date of Adoption: April 7, 2026
 Index No: 93-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Amending Chapter 353 of the Code of the City of Middletown Regarding License Application Procedures for Hawking, Peddling and Soliciting

WHEREAS, the City Clerk has advised that the City Clerk’s office is presently performing background checks for persons applying for hawking, peddling and soliciting licenses.

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 353, Peddling and Soliciting, is hereby modified by amending Subsection B of Section 353-4, License application procedure, to read as follows:

B. Upon receipt of such application, the City Clerk shall perform a background check of the

applicant as he/she deems necessary for the protection of the public good.

Section 2 - The Code of the City of Middletown, N.Y., Chapter 353, Peddling and Soliciting, is hereby modified by amending Section 353-7, Renewal of license, to read as follows:

License renewal applications shall be made in person to the City Clerk, who shall issue the same in accordance with the terms of this chapter.

Section 3 – This resolution and ordinance shall take effect immediately.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderman, 4th Ward Rodriguez
 Date of Adoption: April 7, 2026
 Index No: 94-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Amending Chapter 353 Regarding Hours of Operation for Hawking, Peddling and Soliciting

WHEREAS, the Mayor has recommended that hawking, peddling and soliciting should not be allowed during early morning hours or sunset.

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 353, Peddling and Soliciting, is hereby modified by amending the title of Section 353-15, to read as follows:
 Restrictions upon hawking, peddling and soliciting.

Section 2 - The Code of the City of Middletown, N.Y., Chapter 353, Peddling and Soliciting, is

hereby modified by amending Subsection G of Section 353-15, Restrictions upon hawking, peddling and soliciting, to read as follows:

G. It shall be unlawful for any licensee to ply his or her trade before the hour of 10:00 a.m. and after the hour of sunset.

Section 3 – This resolution and ordinance shall take effect immediately.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderman Witt
 Date of Adoption: April 7, 2026
 Index No: 95-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Amending Chapter 353 of the Code of the City of Middletown to Revise License Fees for Hawking, Peddling and Soliciting

WHEREAS, the Mayor has recommended that the City increase the fees for non-resident applicants for peddling and soliciting.

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 353, Peddling and Soliciting, is hereby modified by amending Paragraph 1 of Subsection A of Section 353-5, License fees and costs.

1. Fees:

(a) Annual fee for hawkers, peddlers and solicitors who are City residents per license: \$250.
Annual fee for hawkers, peddlers and solicitors who do not reside in the City of Middletown per license: \$400.

(b) Semi Annual fee for City residents, per six-month-period, per license: \$150. Semi Annual fee for Non-City residents, per six-month-period, per license \$300.

(c) Replacement fee, lost/stolen license: \$75

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderman Green
 Date of Adoption: April 7, 2026
 Index No: 96-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Amending Chapter 353 to Eliminate Photograph Requirements for License Applications

Whereas the City Clerk has advised that the city does not need the photograph of applicants for peddling and soliciting licenses.

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 353, Peddling and Soliciting, is hereby modified by deleting paragraph 5 of Subsection A of Section 353-3, License Application Requirements.

Section 2. Effective Date.

This Resolution and Ordinance shall take effect immediately.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Jean-Francois
 Seconded by: Alderman, 4th Ward
 Rodriguez
 Date of Adoption: April 7, 2026
 Index No: 97-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing Amendment 02 Rev. 01 with M.G. McLaren Engineering and Land Surveying, P.C., a division of KCI, for Paramount Theater attic catwalk construction administration services

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes Amendment 02 Rev. 01 to the Professional Services Agreement with M.G. McLaren Engineering and Land Surveying, P.C., a division of KCI, for additional construction administration services related to the Paramount Theater Attic Catwalks project; and

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign said Amendment 02 Rev. 01.

Prepared by:

Attachments:

1.	Amend02 Rev01 231684 Paramount Theater Construction Phase 2026-03-31
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**AMENDMENT 02 Rev. 01
TO PROFESSIONAL SERVICES AGREEMENT**

**McLaren Project No. 231684
KCI Project No. 00044807_001
KCI Project Name: Paramount Theater Attic Catwalks**

THIS AMENDMENT 02 Rev. 01 TO PROFESSIONAL SERVICES AGREEMENT (“**Amendment**”) is entered into as of the date of last signature (“**Effective Date**”) by and between M.G. McLaren Engineering and Land Surveying, P.C., a New York professional service corporation, and a division of KCI, (“**KCI**”) and City of Middletown (“**Client**”), hereinafter referred to jointly as the “**Parties**” or singularly as the “**Party**”.

1. Amendments to the Agreement. The following sections of the Professional Services Agreement, effective December 18, 2023 between the Parties (“**Agreement**”) are hereby amended by mutual agreement of the Parties as of the Effective Date:

a. Section A (Scope of Services) of the Agreement is amended by adding the following Additional Services:

Task 3 – Construction Administration:

KCI will provide the Contractor with a Notice of Award (NOA) which is to be produced by the Client. KCI will prepare a contract between the Owner (Client) and the awarded contractor in either AIA or EJCDC format and will procure the Contractor’s bond certifications as applicable based on the Bid Form requirements.

Upon the award of a bidder, KCI will provide construction administration services to support the installation of scope items detailed in KCI’s Construction Drawings, issued as part of the Task 2 scope of work. During construction, KCI will supply written responses to any Contractor RFI’s that may arise. Additionally, KCI will partake in three rounds of reviews of the Contractor’s shop and erection drawings. This process will ensure the Contractor is in line with the design intent of the project.

KCI includes a maximum of 3 site visits to the theater. 2 of these visits will be to observe construction progress while the third visit will be for the final inspection at the completion of construction. KCI’s visits are to assist in quality control, coordination, and conformance with drawings and specifications, but does not guarantee Contractor’s performance.

KCI will participate in weekly teleconference OAC (owner, architect, contractor) meetings during the construction phase of the project (assumed to take place between May and August of 2026). Additional meetings beyond this allotment will be considered an additional service.

- b. Section C (Fees and Payments) of the Agreement is amended to include the following fee for the Additional Services added by this Amendment:

KCI’s fee for Task 3 Services will be the following hourly rates listed below by personnel title or classification multiplied by the number of hours worked by each respective person. These hourly rates have been updated from the original proposal to reflect the current 2026 rates. KCI’s estimated total hourly fee is \$19,000.

Chief Engineer	\$350.00	Project Manager I	\$185.00	Expeditor	\$160.00
Regional Practice Leader	\$310.00	Sr. Project Engineer	\$235.00	Sr. Designer	\$160.00
Practice Leader	\$280.00	Project Engineer	\$175.00	Engineering Designer I	\$145.00
Sr. Technical Lead	\$285.00	Sr. Project Scientist	\$200.00	Engineer-in-Training	\$135.00
Technical Lead	\$210.00	Sr. Design Technician	\$180.00	Sr. Project Assistant	\$145.00
CAD/BIM Dir	\$185.00	Design Technician III	\$157.00	Project Assistant	\$120.00
Sr. Project Manager	\$240.00	Design Technician II	\$137.00	Admin. Assistant	\$105.00
Project Manager II	\$220.00	Design Technician	\$120.00	Intern	\$ 85.00

Hourly rates are subject to revision on or after January 1st.

- 2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
- 3. **Agreement Remains in Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import will mean and be a reference to the Agreement as amended by this Amendment.
- 4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement, and it will not be necessary in making proof of this Amendment to produce or account for more than one such fully executed counterpart. Electronic signatures shall be deemed an original signed writing for all purposes hereof and that either Party may produce such copies or electronic signatures, without the need to produce original, hand-written signatures, to prove the existence of this Amendment in any proceeding brought hereunder.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

KCI:

M.G. McLaren Engineering and Land Surveying, P.C., a New York professional service corporation, and a division of KCI,
BY:



Stephen Bonadonna
Regional Practiace Leader
March 31, 2026

CLIENT:

City of Middletown
BY:



Signature

Joseph M. DeStefano

Name

Mayor

Title

4/9/2026

Date



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman Masi
 Date of Adoption: April 7, 2026
 Index No: 98-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing the Purchase of a new Fire Apparatus and transfer from General Fund Balance.

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$1,299,302, in the following manner, for the purchase of the Fire Apparatus. Alternative funding will be explored at a later date.

FROM	TO	AMOUNT
General Fund Balance	H.3410.206	\$1,299,302
	A_2026_Fire Apparatus/Engine	

Be it further resolved that the Mayor is authorized to sign any and all paperwork necessary to effectuate the purchase.

Prepared by:

Attachments:

1.	Contract Fire Apparatus
2.	Proposal for Funding Fire Apparatus



CONTRACT

THIS AGREEMENT, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and City of Middletown located at, 16 James Street, Middletown, NY 10940 by its authorized representative, second party.

WITNESSETH:

First. The first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Bid # 633 and to deliver the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

Third. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by the first party because of future changes in or in addition to the said DOT or NFPA standards will be passed along to the customer in addition to the price set forth below, upon written approval of the second party.

Fourth. The said apparatus and equipment shall be ready for delivery from Appleton, WI within about 49-52 months after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at Middletown, NY.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Fifth. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

One Million Two Hundred Ninety Nine Thousand Three Hundred Two \$1,299,302.00

Payment shall be made directly to the first party at its East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at the Fire House for the second party.



Payment is due upon delivery and acceptance.

Seventh. In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at East Yaphank, New York. If no such test is to be done, or if no such report is made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers' specifications.

Eighth. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party, until the entire contract price has been paid.

Ninth. This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by a mutual written agreement signed by the parties.

Tenth. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready for Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price isn't accepted.

There will be only one Evaluation Month. Any changes to the producer price index after the Evaluation Month will be the sole responsibility of the manufacturer. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price isn't accepted.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed, and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of July 28, 2025.

FIREMATIC SUPPLY CO, INC.

By _____

Date of Acceptance _____

City of Middletown

By Joseph M. DeStefano

Joseph M. DeStefano

Mayor

4/9/2026



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

THE FOLLOWING WAS PRESENTED

By: Alderwoman Wray
 Seconded by: Alderman Johnson
 Date of Adoption: April 7, 2026
 Index No: 99-26

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

4/9/2026

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a Proposal from Clark Patterson Lee (CPL) for the design of the Police Roof in the amount of \$48,000

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an proposal from Clark Patterson Lee (*CPL) for the design of the Police Roof in the amount of \$48,000

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

Prepared by:

Attachments:

1.	Middletown Police Station Roof Proposal 2025.11.19
----	--



November 18, 2025

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

Re: 2 James Street – Middletown Police Station Roof Replacement

Dear Mr. Tawil,

In accordance with our discussions, we are pleased to submit a proposal for the Middletown Police Station Roof Replacement project for the City of Middletown. Our understanding of this project is the City of Middletown is looking to replace the roof of their Police Station on the upper portion of the building only, which is approximately 5,250 sf.

SCOPE OF SERVICES

To date, CPL conducted an on-site meeting with Tremco (roofing manufacturer) to evaluate whether the existing roof could be restored using their liquid-applied system. Following the assessment, it was determined that restoration is not feasible and a full roof replacement is required.

Our services would include the following tasks:

TASK 1: Environmental Testing

CPL will consult with an environmental testing agency to test all interior/exterior building materials to determine if any hazardous materials are present.

TASK 2: Design

Professional design services related to developing schematic design documents and advancing them into full construction documents and technical specifications to be used for public bid and construction.

- Participate in all design meetings, including initiating meetings with agencies, as necessary, having approval authority.
- Develop drawing packages to be handed over for Owner review at the following milestones:
 - Develop architectural Schematic Design (30%).
 - Develop architectural Design Development (60%) documents.
 - Develop architectural Construction Documents (90%).
 - Prepare a bid package including definition of scope of work, front-end specifications, technical specifications, drawings, terms and conditions (Bid Set).
- Consult with the Owner regarding the project budget, timetable, and bidding Options.



Mr. Jacob Tawil
Middletown Police Station Roof Replacement
November 18, 2025
Page 2 of 3

- Prepare hazardous material abatement plans (if required).
- Provide construction estimates at each drawing package milestone listed above.

TASK 3: Bid

Professional services related to bidding shall include:

- Attend a pre-bid walkthrough at the project site.
- Respond to any contractor questions through addendums.
- Attend the bid opening and assist the Owner with creating a bid tabulation.
- Review all bids to determine the apparent complete low bidder for each contract and provide the Owner with a recommendation of award letter.
- Assist the Owner in preparing contracts between the Owner and Contractor.
- Issue a Notice to Proceed.

COMPENSATION

Our fee proposal breakdown on a task basis to complete the work described above is as follows:

Task 1: Environmental Testing	\$ 7,000.00 allowance
Task 2: Design	\$ 34,000.00 Lump Sum
<u>Task 3: Bid</u>	<u>\$ 7,000.00 Lump Sum</u>
LUMP SUM TOTAL	\$ 48,000.00 Lump Sum

Not included in this proposal:

- *Reimbursable expenses.
- Boundary survey. CPL will provide a separate proposal for this upon request.
- Topographical survey. CPL will provide a separate proposal for this upon request.
- Underground utility mapping. CPL will provide a separate proposal for this upon request.
- Construction Administration services. CPL will provide a separate proposal for this upon request.
- Environmental Phase I and or II study.
- Any fees for agency reviews, applications, permits, or licenses.
- Third party special inspection services of all Structural components as scheduled in the bid documents.
- Contractor Construction Management services.
- Property survey for the purpose of obtaining easements or rights-of-way.
- Preparation of legal descriptions.
- Preparation of easement maps and descriptions.
- Design of Fire suppression system.
- Direct design of communication, data exchange or security systems, except for conduit and connection locations. We will provide coordination efforts with others performing these services and assist the Owner in selecting appropriate vendors/consultants.



Mr. Jacob Tawil
Middletown Police Station Roof Replacement
November 18, 2025
Page 3 of 3

- Landscaping plans or retaining wall design, except for retaining walls that may be required for access drives and parking lots.
- Direct design of office furniture, office equipment and signage not required by the Building Code. We will provide coordination efforts with others performing these services and assist the Owner in selecting appropriate vendors/consultants.
- Involvement with LEED Certifications or other green building initiatives.
- Grant applications or funding paperwork.
- Meeting any new funding agency requirements or reviews for future State or Federal funding sources that may be obtained including MWBE requirements and American Iron and Steel compliance.
- Solar analysis. We will provide a separate proposal for this scope of services.

*Schedule of Reimbursable Expenses: Article 11.8 Compensation For Reimbursable Expenses of AIA Document B101 is very specific on what is considered a reimbursable expense. These include, but may not be limited to, reproductions, transportation, etc.

We will submit invoices monthly, as the work progresses.

This proposal is based on a lump sum fee. Please provide an authorized signature in the designated space below and return one copy or provide an executed purchase order.

Please contact us if you have any questions or require any additional information. We look forward to this opportunity to be of service to the City of Middletown.

Very truly yours,

CPL

Timothy J. Moot, PG
Vice President

Jonathan DiRocco, AIA
Senior Architectural Project Manager

Proposal Accepted By:

Signature: Joseph M. DeStefano Date: 4/9/2026
City of Middletown



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Johnson
 Date of Adoption: April 7, 2026
 Index No:

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

Richard P. McCormack

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano

Joseph M. DeStefano

Joseph M. DeStefano, Mayor

Date

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

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

Prepared by:

Attachments:

None