

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
AUGUST 16, 2022**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES July 19, 2022
4. CORRESPONDENCE, COMMUNICATION AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES (NOTHING THIS EVENING)
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)
 - Resolution Authorizing the Issuance of \$8.5 Million Bonds For Water Line Replacement
 - Resolution accepting a \$14,000 grant from the Orange County Youth Bureau
 - Resolution Amending Resolution 174-22 Accepting a Donation from the Middletown Elk's Club
 - Resolution accepting a \$250 donation from the Middletown Lions Club to support the Junior Police Academy
 - Resolution authorizing a \$5377.50 Budget Transfer to purchase an Employee ID Card System
 - Resolution authorizing an Agreement with Rand Commercial to serve as a Broker for the City of Middletown
 - Resolution accepting a \$1430 donation for the Parks and Recreation Department
 - Resolution accepting a \$1000 donation from the Animal Health Center for an Ice Skate Sharpener
 - Resolution establishing an account line for the New York State Pave our Potholes Program
 - Resolution creating the Position of Administrative Educational Finance Research Services
 - Resolution authorizing an agreement with T-Mobile to Temporally Relocate Antennas
 - Resolution authorizing a \$9325 budget transfer to purchase an ice machine



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
AUGUST 16, 2022**

- Resolution Authorizing Budget Transfers to Cover Unanticipated Increases in Fuel Costs
- Resolution Awarding TAM Enterprises to Remove Debris from 21 Academy Avenue
- Resolution authorizing a \$1,000,000 Budget Transfer to be used as temporary Seed Money in order to pay current invoices to WSP & future invoices for Boyce Excavating due to a back log from D.O.T. reimbursement
- Resolution authorizing an agreement with CT Male for Construction Administration and Observation

13. LOCAL LAWS

Local Law #6 Of 2022
A Local Law Updating The Commissioner
Of Assessment Charter Provisions

14. AUDIT OF CLAIMS AND ACCOUNTS

(FINANCE COMMITTEE CHAIR)

15. ADJOURNMENT





COMMON COUNCIL Meeting
CITY OF MIDDLETOWN
July 19, 2022
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

Ald. Joseph Masi, Acting President of Common Council
Ald. Gerald Kleiner
Ald. Paul Johnson
Ald. Sparrow Tobin
Ald. Kevin Witt
Ald. Joseph Masi
Ald. Jude Jean-Francois

A B S E N T

Miguel Rodrigues, President of Common Council
Ald. Kate Ramkissoon
Ald. Andrew Green

Digitally Recorded Proceeding, transcribed by:
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1. Pledge of Allegiance

2. Roll Call

ACTING PRESIDENT MASI: Please have a seat.

Roll.

Roll Call: Tobin, Jean-Francois, Johnson,
Kleiner, Witt, Masi.

3. Approval of Minutes.

ACTING PRESIDENT MASI: Approval of minutes.

RICHARD MCCORMACK, CITY CLERK: Nothing this
evening.

4. Correspondence, Communications and Reports

ACTING PRESIDENT MASI: Correspondence.

RICHARD MCCORMACK, CITY CLERK: We have a
standardized notice form for providing a 30 day advanced
notice to a local municipality or community board for a
liquor license.

ACTING PRESIDENT MASI: Received and filed.

RICHARD MCCORMACK, CITY CLERK: We have a
application for a block party.

ACTING PRESIDENT MASI: Received and filed.

RICHARD MCCORMACK, CITY CLERK: And we have a
municipal shelter report.

ACTING PRESIDENT MASI: I -- I think that one
goes to Public Works.

RICHARD MCCORMACK, CITY CLERK: Okay.

ACTING PRESIDENT MASI: Or the other one, I'm sorry.

RICHARD MCCORMACK, CITY CLERK: Block party.

ACTING PRESIDENT MASI: Block party goes to Public Works, my mistake. And that's received and filed.

RICHARD MCCORMACK, CITY CLERK: Thank you, sir. That concludes correspondence and communications.

ACTING PRESIDENT MASI: Thank you.

5. For the Good of the City

ACTING PRESIDENT MASI: For the Good of the City. Anyone in the audience? Anyone online?

6. REMARKS OF THE MAYOR

ACTING PRESIDENT MASI: Remarks of the Mayor.

JOSEPH DESTEFANO, MAYOR: Just for the record, I want to say we barely had a quorum this evening because I believe it's a result of Mr. Masi chairing the meeting and this boycott is not acceptable.

ACTING PRESIDENT MASI: I've heard that. Yes, I've heard that.

JOSEPH DESTEFANO, MAYOR: But besides that, Tuesday is the deadline for bid submission for the O&W Phase 1 which is the structural reinforcement bid. So we're hoping more people would bid on this project. August

2nd. What did I say? Yeah, Tuesday, August 2nd I think it is. Oh, no, not -- not this Tuesday, following -- following Monday or Tuesday, but August 2nd, put it that way.

ALDERMAN JOHNSON: Night Out Against Crime, August 2nd.

ACTING PRESIDENT MASI: You want to start over again?

JOSEPH DESTEFANO, MAYOR: Not July 14th.

ALDERMAN JOHNSON: No.

ACTING PRESIDENT MASI: You want to come up again?

JOSEPH DESTEFANO, MAYOR: We're going to try it again.

ALDERMAN JOHNSON: It's going to take you (indiscernible) that one down. Okay.

JOSEPH DESTEFANO, MAYOR: So that's that. I would also request an Executive Session tonight to discuss contract negotiations and a development opportunity that would require potential sale of property or acquisition of property. So it would be a contract negotiation, discussion there also and labor negotiations.

And unless you have any questions, I don't have anything else to report this evening.

ACTING PRESIDENT MASI: Anyone have any questions of the Mayor? Thank you.

JOSEPH DESTEFANO, MAYOR: It's always a pleasure.

7. REMARKS OF DEPARTMENT HEADS

ACTING PRESIDENT MASI: Economic Development, Maria. Thank you, Maria.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Good evening. Things are going great. Our summer concerts are very well attended. We're quite happy with that. Also our Farmers Market is doing really well.

And just also for the Paramount, we have shows starting up later this summer and the fall. We've got Jefferson Starship in August, the Stylistics in September, the Floyd Experience which is a Pink Floyd tribute in October, and also a ABBA Mania tribute in October, a Queen tribute in November, and then the Manhattans with Peaches & Herb in November as well. So we're all geared up and getting ready for the fall season. And also our programming and movies continue for the summer.

And also on the Economic Development side, we're working towards our CFA applications that are due next week.

And that's all I have this evening.

ACTING PRESIDENT MASI: Anyone have any questions

for Maria? Maria, I've been to a number of the concerts and you guys have really done a great job. You've chosen some very good acts. And thank you and I'm hoping that more people will come out.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Thank you.

ACTING PRESIDENT MASI: Commissioner of Public Works, Jacob. Jacob, before you get started, the other day I was reading and I'm a little concerned. Port Jervis and South Fallsburg seem to have a drought declaration. Could you explain that and how do we stand? Obviously, we had some rain the other day, but I'm not sure that help Port Jervis and South Fallsburg where we're at.

JACOB TAWIL, DPW COMMISSIONER: Yeah. Good evening. Thank you very much for bringing this up. As always, I try to report to you almost every meeting on the level of the reservoirs. And that's a great concern because if you notice we have had very dry month really. The last rain event other than yesterday it occurred back in -- any significant is -- is a month ago exactly when it happened. So reservoirs are being depleted. However, our reservoirs are at 93.7 percent without yesterday's rain. So we should be -- yesterday's rain really it was heavy in certain locations, other locations they had nothing around us. More in the south of the county they had much more

rain than us yesterday as an example with the downpours. But we could use quite a bit of rain honestly. And we need it for the grass. Everybody sees their grass is drying up and so on and so forth. But the City so far we're in good shape, Alderman. We're at 97.3 percent capacity, our reservoirs.

And with that being said about the reservoirs, the Mayor and I will continue to work with the DEC about the water taking permit and connecting Mid-Hudson Forensic Psychiatric Center which is Route 17 and Goshen to the City of Middletown water and sewer system.

And -- and so the milling operation, everybody, you know, it's a lot of work and a lot of inconvenience to the residents. And we apologize for that, but we really appreciate all the cooperation that has been given to us and the support. Our men has been supported -- they've been supported throughout their operation, when they are in the street, they tell us what goes on. Not too many complaints. And we thank the public for bearing with us.

So we completed our milling, annual milling yesterday. And the milling machine is gone, so you don't have to see it anymore. So that would be the extent of the paving that will start on August 1st. So August 1st we're going to start the paving. So we have a couple of weeks,

the end of this week -- all of this week and next week in order to catch up, clean up, rebuild catch basins, manhole, whatever we have to do, reinforce roads, so that when we come and pave August 1st we'll be ready and we'll move forward.

We also have a contractor who's going around upgrading all our intersections for the roads that are being milled and to be repaved. And to comply with the DOT requirement, they have to be ADA accessible. So all these corners you see individual -- you see contractors working in there, they are converting regular intersection into an ADP ramp. And with that, they have to take care of additional sections on either side of it. So that's why the corners are being upgraded in the City of Middletown only when millings and repaving has taken place. That's as required by DOT. And, honestly, that's the right thing to do anyway to make our roads accessible for ADA and our sidewalks accessible for the ADA.

Comments from some residents they're saying why didn't you do our curbs and sidewalks. We tried to switch whatever -- stretch whatever funding we have and we tried to get as much as we can. And we got quite a bit of it through the efforts of the Mayor. And many people here, we got almost like 30 -- \$30 million in here. So I don't know

how much more money we can get from anywhere to dump into -
- not to dump, to invest into curbs and sidewalks. So my
apologies for anybody who feels that they are left out,
their curbs and sidewalks are not being upgraded. It's
just because we're not going there. We can't reach them.

However, it is the responsibility of the property
owner. We have to remember that and the liability of the
property owner if somebody, any trip and fall or anything
like that or if your sidewalk is substandard, it's your
responsibility to upgrade it. And there are potentially
some programs that will help you with this investment in
your sidewalk, curbs and sidewalks.

So, the water line project, you see a lot of work
now is -- is the contractor is pushing to finish the job on
211 Monhagen Avenue just leaving -- going out of town. And
they are reconnecting -- switching all house water services
from the old line to the new line. So that's being done.
The new line is being activated from the water treatment
plant to the psychiatric center of Middletown Community
Campus Center which is Seward Avenue in there. And with
that being said, we -- we still have some -- some issues
with section of the pipe that was installed. And we're
going to continue to contest that and work -- work our way
through until resolved. However, the pipe will be carrying

water. And we will have the fire protection, the fire supply and everything will be available for us.

And with that being said, look for the Nixle messages, please, because we're going to have some power -- some water interruption for Pilgrims Estate as an example. When we switch Pilgrims Estate, as an example, from the old water line, the 20-inch high pressure water line to the 24-inch high pressure water line. Hopefully that will be done this week. So just keep an eye on the Nixle notification. If you have not registered, you can register. Go to our website. You can see the instructions. It's very simple. This way you can get a text message alerting you for what -- what goes on in the City and especially during emergency.

Tall Oaks and Summit Field, too, they will have -- I think Summit Field is done already. Tall Oaks might have some water interruption when we do the switch over. We'll try to minimize it. We're keeping close eye on it. We evaluate that between us and the engineer and the contractor, so that there's no interruption -- the interruption is minimized.

Traffic operations you can see excavation is moving very well, moving fast. And you can see the curbs and sidewalks and intersections on being reconstructed throughout downtown. And now we're going to start

branching out towards East Main Street, Prospect Avenue, Grand Street, Ridge Street and so on. Ridge Street is -- is being worked on as we speak.

Again, I keep repeating, there's a lot of issues in there because it's an old city. And we have a lot of utilities underground unknown obstructions and so on and so forth. And we have to comply with ADA requirement while preserving the foot -- the footprint of our roads because we don't want to lose them just to create ADA curbs and sidewalks in there without having to look for alternate solution that will accommodate ADA while preserving the width of our roads.

And City Court design is completed. And we're expecting to go out for bid hopefully by the end of next month -- the end of this month, early next month. That's the Court which moving City Court from where it is right now next to City Hall over to the former Federal Courthouse. So that's in the works right now and we're making major progress. And hopefully it will go out for bid by the end of this month, early next month.

With that I will conclude my comments.

JACOB TAWIL, DPW COMMISSIONER: Thank you, Jacob.
Any questions for Jacob?

ALD. JEAN-FRANCOIS: Yes.

JACOB TAWIL, DPW COMMISSIONER: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Commissioner, first of all I want to start by saying your department is doing a wonderful job with the traffic operation. And with all -- several projects going at the same time, you guys are doing beautiful work. But do you have a target date when the whole project would be completed as far as the traffic operation?

JACOB TAWIL, DPW COMMISSIONER: Yeah, of course. It's a -- it's a three-year project as you know. And it's phased for over three years because of the funding. The DOT will be -- Federal Highway Administration through the DOT will be releasing funding. Funding will be available -- made available each year certain amount, 9 million, 10 million, 10 million and so on and so forth. So that's why, so the project is going to drag into three years.

ALD. JEAN-FRANCOIS: Three years. Okay.

JACOB TAWIL, DPW COMMISSIONER: And -- and most of the construction is going to be done, obviously, when it's very cold we're going to stop construction, but we're going to try to move out -- to move throughout as much as we can weather permitting.

ALD. JEAN-FRANCOIS: Thank you for the tour

today. You and I had a chance to walk around the City.
Thank you.

JACOB TAWIL, DPW COMMISSIONER: Yeah, I appreciate that very much to see you guys, you know, you know, getting involved and, you know, wanting to know what goes on and what it takes to get these projects done.
Thank you.

ALD. JEAN-FRANCOIS: Thank you.

ACTING PRESIDENT MASI: Any other questions?
Jacob, thank you.

Superintendent of Recreation, Raelynn.

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION:
Good evening. I have nothing to report tonight. Any questions?

ACTING PRESIDENT MASI: Be still my heart. Any questions? There we go. Alderman Kleiner.

ALD. KLEINER: Not too much a question as a comment. I wanted to thank you for the Parks and Rec picnic. And if you would mention who got the Community Service Award. I think the public should know.

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION:
Absolutely. We awarded the Community Partner Award to the Middletown Police Department this year. The Middletown Recreation Commission voted on that. And our other two

awards went to our preschool teachers, Emily Bonilla and Victoria Sanchez. This year is our last year of our preschool program, so we definitely awarded them with that award for all of their years of hard work and dedication to the department.

ALD. KLEINER: Congratulations.

RAELYNN BERTHOLF, SUPERINTENDENT RECREATION:

Thank you.

ACTING PRESIDENT MASI: Any other questions?

Thank you very much. You take care.

City Clerk.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening.

ACTING PRESIDENT MASI: Nothing okay.

8. PUBLIC HEARINGS AND GRIEVANCES:

ACTING PRESIDENT MASI: Public Hearings and Grievances.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening.

9. Petitions and Complaints

ACTING PRESIDENT MASI: Petitions and Complaints.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening.

10. Remarks of the Alderman.

ACTING PRESIDENT MASI: Remarks of the Alderman.

Alderman Witt.

ALD. WITT: Nothing this evening. Thank you.

ACTING PRESIDENT MASI: Alderman Kleiner.

ALD. KLEINER: Thank you. Just a couple of things. I did have comments from a couple of people who had difficulty hearing the people speaking when they're watching this on Channel 20. And so reminding people to speak up and to speak in the microphone because when you do that it doesn't go out and they don't hear it. So I said I would bring that up.

They had the final public hearing at Waywayanda and now we see how that goes.

I note everybody rather be watching this than the All Star Game, but just a reminder, it's on at 8:00, so you probably want to go to that. Thank you.

ACTING PRESIDENT MASI: Alderman Johnson.

ALD. JOHNSON: I'm going to clear my throat --

ACTING PRESIDENT MASI: Closer, please.

ALD. JOHNSON: -- and get closer to the microphone. It's still July 19th, right?

ACTING PRESIDENT MASI: Pardon?

ALD. JOHNSON: It's still July 19th. Right?

ACTING PRESIDENT MASI: I don't know, ask the

Mayor.

ALD. JOHNSON: So Kate and I will have our Third Ward meeting next Tuesday at 6:30 at the Pavilion in the park, so Third Ward residents and others are invited to attend.

Speaking of the Waywayanda project, I did read our response which looks pretty substantial at least to a civilian. So it will be interesting to see how the Committee receives that response. Thank you very much.

ACTING PRESIDENT MASI: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Hopefully this is loud enough. Nothing this evening.

ACTING PRESIDENT MASI: Alderman Tobin.

ALD. TOBIN: Nothing this evening.

ACTING PRESIDENT MASI: And I have nothing this evening.

11. Unfinished Business.

ACTING PRESIDENT MASI: Unfinished business. Nothing.

12. New Business.

ACTING PRESIDENT MASI: New Business.

RICHARD MCCORMACK, CITY CLERK: Good evening. We have a Resolution sponsored by Alderman Jean-Francois authorizing an amendment to City Code prohibiting parking

on the westerly side of Spring Street between Sterling and Washington.

ACTING PRESIDENT MASI: We have a resolution sponsored by Alderman Jean-Francois, seconded by Alderman Johnson. Any comments? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Kleiner, Witt, Masi. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Kleiner authorizing an amendment to City Code to require all retail stores in the City to obtain Planning Board approval.

ACTING PRESIDENT MASI: We have a resolution sponsored by Alderman Kleiner, seconded by Alderman Tobin. Any comments? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Kleiner, Witt, Masi. Carries.

RICHARD MCCORMACK, CITY CLERK: A Resolution sponsored by Alderman Witt authorizing an amendment to City Code to implement a Business Permit Program.

ACTING PRESIDENT MASI: We have a resolution sponsored by Alderman Witt, seconded by Alderman Kleiner, Any comments? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Kleiner, Witt, Masi. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Johnson moving the Common Council meeting date from Tuesday, August 2nd to Monday, August 1st, 2022.

ACTING PRESIDENT MASI: Resolution sponsored by Alderman Johnson, seconded by Alderman Kleiner. Any comments? Alderman Kleiner.

ALD. KLEINER: I just want to mention that that's because August 2nd will be Night Out and we usually move the meeting to the Monday before Night Out. Thank you.

ACTING PRESIDENT MASI: Thank you. Anyone else? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Kleiner, Witt, Masi. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Jean-Francois confirming the Mayor's appointment of Leonora Liz as City Treasurer.

ACTING PRESIDENT MASI: We have a resolution sponsored by Alderman Jean-Francois, seconded by Alderman Witt. Any comments? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Kleiner, Witt, Masi. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Witt authorizing a budget transfer of

\$100,000 of ARPA Funds for the Wolfslayer Field Project.

ACTING PRESIDENT MASI: We have a resolution sponsored by Alderman Witt, seconded by Alderman Johnson. Any comments? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Kleiner, Witt, Masi. Carries.

13. Local Laws

ACTING PRESIDENT MASI: Local laws. There are no local laws.

RICHARD MCCORMACK, CITY CLERK: We have a local law sponsored by Alderman Masi creating the position of the Deputy Treasurer.

ACTING PRESIDENT MASI: We have a local law sponsored by myself, seconded by Alderman Johnson. Comments?

Roll Call: Ayes: Tobin, Johnson, Jean-Francois, Kleiner, Witt, Masi. Carries.

14. Audit of Claims and Accounts

ACTING PRESIDENT MASI: Audits and Claims. Alderman Johnson.

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

ACTING PRESIDENT MASI: Seconded by Alderman

Jean-Francois. Any comments, questions? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Kleiner, Witt, Masi. Carries.

15. Adjournment

ACTING PRESIDENT MASI: Someone here want to make a motion? Alderman Johnson.

ALD. JOHNSON: Chairman, I move we go into Executive Session to discuss the issues as described by the Mayor earlier during this meeting.

ACTING PRESIDENT MASI: Seconded by Alderman Witt. Any -- all in favor?

ALDERMANS: Aye.

ACTING PRESIDENT MASI: All right. We're in Executive Session.

(PROCEEDING CONCLUDED)

CERTIFICATE

I, LISA KANE, certify the foregoing transcript of proceedings of the July 19, 2022 Middletown City Council meeting was prepared using the required electronic equipment and is a true and accurate record of the proceedings.

Signature: *Lisa Kane*

Date: August 1, 2022

Agency: American Legal Transcription

11 Market Street, Suite 215
Poughkeepsie, New York 12601

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

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Johnson

Date of Adoption 07.19.22

Index No: 158-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon				X
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues				X
TOTAL	6			3

Resolution authorizing an Amendment to City Code Prohibiting Parking on the Westerly Side of Spring Street between Sterling Street and Washington Street

Whereas, at the request of the Mayor and Commissioner of Public Works, the Common Council wishes to prohibit parking on Spring Street on the westerly side from Sterling Street to Washington Street.

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

Section 1. Section 460-12 of the City Code, No-parking areas, is hereby amended by adding the following:

Spring Street, on the westerly side between Sterling Street and Washington Street.

Section 2. This Ordinance shall take effect immediately.

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

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Tobin

Date of Adoption 07.19.22

Index No: 159-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon				X
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues				X
TOTAL	6			3

Resolution authorizing an Amendment to City Code to require all retail stores in the City to obtain Planning Board approval

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

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

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

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

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

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

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

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

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

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

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

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

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

- (19). Retail stores, provided that:

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

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

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

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

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

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

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

- (1). Retail stores and convenience stores without gasoline filling stations, provided that:
 - (a). All goods prepared on the premises are sold at retail; and
 - (b). No goods sold may be consumed on the premises.

Section 12 - This ordinance shall take effect immediately.

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

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Kleiner

Date of Adoption 07.19.22

Index No: 160-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon				X
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues				X
TOTAL	6			3

**Resolution Authorizing an Amendment to City Code to
Implement a Business Permit Program**

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

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

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

Section 475-47-1. Business Permits.

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

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

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

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

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

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

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

Section 2. This Ordinance shall take effect immediately.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Kleiner

Date of Adoption 07.19.22

Index No: 161-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon				X
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues				X
TOTAL	6			3

**Resolution Moving the Common Council Meeting Date from
Tuesday, August 2nd to Monday, August 1st, 2022**

RESOLVED; that the Common Council of the City of Middletown hereby moves the Common Council Meeting of Tuesday, August 2, 2022 to Monday, August 1, 2022 not to coincide with the National Night Out Against Crime.

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

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Witt

Date of Adoption 07.19.22

Index No: 162-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon				X
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues				X
TOTAL	6			3

**Resolution Confirming the Mayor's Appointment of
Leonora Liz as City Treasurer**

RESOLVED the at Common Council of the City of Middletown confirm the Mayor's appointment of Leonora Liz as City Treasurer to a five year term, beginning June 1, 2022 and ending May 30, 2027.

*Ms. Liz was previously appointed to fulfill the remainder of Kelly Ann Kelly's unexpired term. Local Law #4, filed with the Secretary of State of June 30, 2022 changed the term length from three years to five years.

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

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Johnson

Date of Adoption 07.19.22

Index No: 163-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon				X
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues				X
TOTAL	6			3

**Resolution authorizing a budget transfer of \$100,000 of
ARPA Funds for the Wolfslayer Field Project**

RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$100,000 in the following manner for the Wolfslayer Field Project in Parks and Recreation.

FROM	AMOUNT	TO
A.4785	\$ 100,000	A.7020.200
ARPA		Other Equipment

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Johnson

Date of Adoption 07.19.22

Index No: Local Law #5 of 2022

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon				X
Ald. Kleiner	X			
Ald. Green				X
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues				X
TOTAL	6			3

LOCAL LAW #5 OF 2022

A LOCAL LAW CREATING THE POSITION OF DEPUTY TREASURER

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF
MIDDLETOWN AS FOLLOWS:

Section 1. Purpose of this Enactment. The purpose of this enactment is to create the position of Deputy Treasurer

Section 2. Section 11 of the Charter of the City of Middletown is hereby amended to read as follows:

§ 11. All officers elected or appointed under this Charter, except Mayor, Aldermen, City Judge, Chief of Police, Corporation Counsel, Commissioner of Public Works, Deputy Commissioners of Public Works, City Clerk, Registrar and Clerk of the Common Council, Treasurer, Deputy Treasurer, Members of the Board of Health and Civil Service employees, shall hold offices for one (1) year, and until their successors shall qualify.

Section 3. The first sentence of Section 20 of the Charter of the City of Middletown is hereby amended to read as follows:

§ 20. The Mayor shall appoint the Corporation Counsel, up to two Assistant Corporation Counsels, one Commissioner of Public Works, three Deputy Commissioners of Public Works, one Commissioner of Assessment and Taxation, one City Clerk, Registrar and Clerk of the Common Council, one Treasurer, one Deputy Treasurer, and all other officers whose appointment is not otherwise provided for.

Section 4. Title IV of the Charter of the City of Middletown is hereby amended by adding a new Section 63-A to read in its entirety as follows:

§63-A. The Deputy Treasurer shall be a full-time employee of the City of Middletown and shall serve a five (5) year term, commencing from the time of appointment.

Section 5. This Local Law shall be effective upon filing with the office of the Secretary of State.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 180-22

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

Resolution Authorizing the Issuance of \$8.5 Million Bonds For Water Line Replacement

BOND RESOLUTION DATED AUGUST 16, 2022

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$8,500,000 BONDS OF THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE CONSTRUCTION OF THE RAW WATER LINE REPLACEMENT FROM KINCH RESERVOIR TO SHAWANGUNK RESERVOIR IN AND FOR SAID CITY.

BE IT RESOLVED, by the Common Council of the City of Middletown, Orange County, New York,
as follows:

Section 1. The construction of the raw water line replacement from Kinch Reservoir to Shawangunk Reservoir, in and for the City of Middletown, Orange County, New York, including incidental improvements and expenses in connection therewith, are hereby authorized at a maximum estimated cost of \$8,500,000; provided, however, that the amount of bonds to be issued shall be reduced to the extent of grants received in connection therewith.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$8,500,000 bonds of said City hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 1 of paragraph (a) of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Middletown, Orange County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Middletown, Orange County, New York, by the manual or facsimile signature of the City Treasurer and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest

payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Treasurer. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Treasurer shall determine.

Section 8. The City Treasurer is hereby further authorized, at her sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the object or purpose described in Section 1 hereof, or a portion thereof, by a bond or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in The Times Herald Record, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.



Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000
orrick.com

Thomas E. Myers

E tmyers@orrick.com
D +1 212 506 5212
F +1 212 506 5151

August 8, 2022

VIA E-MAIL (LLiz@middletown-ny.com)

Ms. Leonora Liz
City Treasurer
City of Middletown
16 James Street
Middletown, New York 10940

Re: City of Middletown, Orange County, New York
Raw Water Line Replacement From Kinch Reservoir to
Shawangunk Reservoir - \$8,500,000 Bonds
Orrick File: 42347-2-504

Dear Leonora:

In accordance with the information provided to us, I have prepared and enclose herewith a draft form of bond resolution relating to the above matter, for adoption by the Common Council at its next meeting.

At that time this resolution is to be adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the Legal Notice of estoppel of the resolution, a form of which I enclose herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly return to me a certified copy of the enclosed resolution via email and mail, together with an original printer's affidavit of publication of the Legal Notice of estoppel thereof. In addition please provide us with evidence of compliance with SEQR.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
/es
Enclosures

cc: Jacob Tawil (jtawil@middletown-ny.com)

BOND RESOLUTION

At a regular meeting of the Common Council of the City of Middletown, Orange County, New York, held at the Common Council Chambers, City Hall, in Middletown, New York, in said City, on the 16th day of August, 2022, at _____ o'clock _____.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman _____, who moved its adoption, seconded by Councilman _____, to-wit:

BOND RESOLUTION DATED AUGUST 16, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$8,500,000 BONDS OF THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE CONSTRUCTION OF THE RAW WATER LINE REPLACEMENT FROM KINCH RESERVOIR TO SHAWANGUNK RESERVOIR IN AND FOR SAID CITY.

BE IT RESOLVED, by the Common Council of the City of Middletown, Orange County, New York, as follows:

Section 1. The construction of the raw water line replacement from Kinch Reservoir to Shawangunk Reservoir, in and for the City of Middletown, Orange County, New York, including incidental improvements and expenses in connection therewith, are hereby authorized at a maximum estimated cost of \$8,500,000; provided, however, that the amount of bonds to be issued shall be reduced to the extent of grants received in connection therewith.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$8,500,000 bonds of said City hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 1 of paragraph (a) of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Middletown, Orange County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Middletown, Orange County, New York, by the manual or facsimile signature of the City Treasurer and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Treasurer. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Treasurer shall determine.

Section 8. The City Treasurer is hereby further authorized, at her sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the object or purpose described in Section 1 hereof, or a portion thereof, by a bond or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in The Times Herald Record, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

I, the undersigned Clerk of the City of Middletown, in the County of Orange, New York (the "Issuer"),
DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 16th day of August, 2022.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____
day of August, 2022.

City Clerk

(CORPORATE SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on August 16, 2022, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Middletown, Orange County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Middletown, New York,
_____, 2022.

City Clerk

BOND RESOLUTION DATED AUGUST 16, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$8,500,000 BONDS OF THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE CONSTRUCTION OF THE RAW WATER LINE REPLACEMENT FROM KINCH RESERVOIR TO SHAWANGUNK RESERVOIR IN AND FOR SAID CITY.

Specific object or purpose:	Construction of the raw water line replacement from Kinch Reservoir to Shawangunk Reservoir
Period of probable usefulness:	Forty years
Maximum estimated cost:	\$8,500,000
Amount of obligations to be issued:	\$8,500,000 bonds/ reduced by grants

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 181-22

NAMES AYES NOES ABSTAIN ABSENT

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

Resolution accepting a \$14,000 grant from the Orange County Youth Bureau

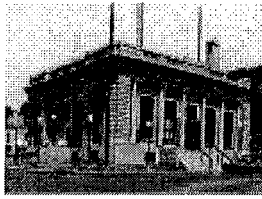
RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment accepts a \$14,000 grant from the Orange County Youth Bureau for the Too Good Program and the Youth Leadership Academy.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds in the following manner:

A.3120.501 - Youth Leadership Academy - \$7000

A.3120.468 - Too Good Programs - \$7000

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

June 28, 2022

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

Dear Mayor DeStefano and members of the BOE,

The City of Middletown Police Department has been approved for an additional \$14,000 in funding for the Orange County Youth Bureau Grant.

The purpose of this grant is to serve the youth of Middletown. Specifically, the Too Good program and the Youth Leadership Academy.

We request that the following police budget lines be funded with \$7000 each for the purposes above.

- A. 3120.501 Youth Leadership Academy
- A. 3120.468 Too Good Programs

A copy of this award is attached for your review.

If you have any questions, please contact me.

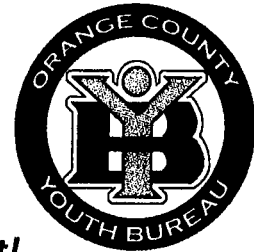
Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



ORANGE COUNTY YOUTH BUREAU
Over 40 Years Promoting Positive Youth Development!



July 28, 2022

Joseph DeStefano
Mayor
City of Middletown – Police Department
2 James Street
Middletown, NY 10940

Dear Mayor DeStefano,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved your application(s) for funding for **2022**.

<u>Program Name(s)</u>	<u>Funding Amount & Type(s):</u>
1. Too Good for Drugs *With priority for Juvenile Police Academy	1. \$7,000 SOL
2. Youth Leadership Academy	2. \$7,000 SOL

A contract package with instructions will be forthcoming.

Before you receive your contract package, please be sure to follow up on the items below to assist us with processing your 2022 contract in a timely manner:

#1. Revisions to your 2022 Application(s): If the amount listed above is different from your RFP submission requested amount, you need to submit revised budget paperwork to reflect your final allocation amount(s) to Susan Ambrosino at sambrosino@orangecountygov.com. Any revisions on programmatic forms can be submitted to your Youth Program Technician Tiffany Niles at tniles@orangecountygov.com.

Note: ALL revisions are due by **FRIDAY, AUGUST 12th, 2022**.

#2. Required Insurance Forms: For the 2022 contract year, the County will require 3-4 separate updated insurance forms. ALL forms must list the name of your organization/municipality as it appears on your federal identification form. You are asked to submit these insurance forms, **BY AUGUST 12th, 2022**, even before you receive your contract, to help the process go quicker.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232
Email: YouthBur@OrangeCountyGov.com
Facebook: www.facebook.com/OrangeCountyYB
Website: www.OrangeCountyGov.com/YouthBureau



ORANGE COUNTY YOUTH BUREAU

Over 40 Years Promoting Positive Youth Development!

The 3-4 insurance forms you must submit to the Youth Bureau are as follows:

1. Certificate of Liability Insurance Form:

- Under "Description of Operations," the County of Orange must be listed as Additional Insured.
- Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:
The County of Orange
c/o Orange County Youth Bureau
40 Matthews St, Suite 301-C
Goshen, N.Y. 10924

2. Certificate of Workers' Compensation Form: The County is requesting form C-105.2, U-26.3, CE-200, SI-12, or GSI-105.2. The "Certificate Holder" box must also include the same wording as requested above.

3. Workers' Compensation Certificate of Disability Benefits Insurance: The County is requesting form DB-120.1, CE-200, or DB-155. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Orange c/o Orange County Youth Bureau, (as above) must be shown.

4. Sexual Abuse and Molestation coverage: For all contracts that call for the care, oversight, or transport of anyone under 18 years of age (or vulnerable adults).

Please notify your insurance agencies/brokers of this information. NO contracts will be processed by the County for year 2022 UNLESS all applicable revisions are submitted and the proper insurance is in place. The forms may be e-mailed to lvandunk@orangecountygov.com or mailed to the attention of Linda VanDunk. **Note:** If the insurance expires at any time during the year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please contact Linda at 845-615-3620.

We have worked very hard in our office to streamline the contract process and to shorten the turnaround time to securing your contract. We appreciate your attention to submit everything in a timely manner.

As per the Youth Bureau's Policies and Procedures Manual, please use the following tagline(s) depending on what type of funding you have been allocated on all of your marketing materials related to this program(s). Contact us if you would like to include the Youth Bureau logo.

- a. YDP funding: "Funded by the New York State Office of Children and Family Services through the Orange County Youth Bureau"
- b. Solutions funding: "Funded by Orange County Solutions funding through the Orange County Youth Bureau"
- c. both YDP and Solutions funding: "Funded by the New York State Office of Children and Family Services and Orange County Solutions funding through the Orange County Youth Bureau"

As always, please do not hesitate to contact the Youth Bureau for any assistance.

Sincerely,

Rachel R. Wilson, Executive Director

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

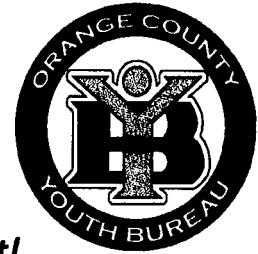
Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau



ORANGE COUNTY YOUTH BUREAU
Over 40 Years Promoting Positive Youth Development!

July 28, 2022

Joseph DeStefano
Mayor
City of Middletown – Police Department
2 James Street
Middletown, NY 10940

Dear Mayor DeStefano,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved your application(s) for funding for 2022.

<u>Program Name(s)</u>	<u>Funding Amount & Type(s):</u>
1. Too Good for Drugs *With priority for Juvenile Police Academy	1. \$7,000 SOL
2. Youth Leadership Academy	2. \$7,000 SOL

A contract package with instructions will be forthcoming.

Before you receive your contract package, please be sure to follow up on the items below to assist us with processing your 2022 contract in a timely manner:

#1. Revisions to your 2022 Application(s): If the amount listed above is different from your RFP submission requested amount, you need to submit revised budget paperwork to reflect your final allocation amount(s) to Susan Ambrosino at sambrosino@orangecountygov.com. Any revisions on programmatic forms can be submitted to your Youth Program Technician Tiffany Niles at tniles@orangecountygov.com.

Note: ALL revisions are due by **FRIDAY, AUGUST 12th, 2022**.

#2. Required Insurance Forms: For the 2022 contract year, the County will require 3-4 separate updated insurance forms. ALL forms must list the name of your organization/municipality as it appears on your federal identification form. You are asked to submit these insurance forms, **BY AUGUST 12th, 2022**, even before you receive your contract, to help the process go quicker.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau



ORANGE COUNTY YOUTH BUREAU

Over 40 Years Promoting Positive Youth Development!

The 3-4 insurance forms you must submit to the Youth Bureau are as follows:

1. Certificate of Liability Insurance Form:

- Under "Description of Operations," the County of Orange must be listed as Additional Insured.
- Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:
The County of Orange
c/o Orange County Youth Bureau
40 Matthews St, Suite 301-C
Goshen, N.Y. 10924

2. Certificate of Workers' Compensation Form: The County is requesting form C-105.2, U-26.3, CE-200, SI-12, or GSI-105.2. The "Certificate Holder" box must also include the same wording as requested above.

3. Workers' Compensation Certificate of Disability Benefits Insurance: The County is requesting form DB-120.1, CE-200, or DB-155. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Orange c/o Orange County Youth Bureau, (as above) must be shown.

4. Sexual Abuse and Molestation coverage: For all contracts that call for the care, oversight, or transport of anyone under 18 years of age (or vulnerable adults).

Please notify your insurance agencies/brokers of this information. NO contracts will be processed by the County for year 2022 UNLESS all applicable revisions are submitted and the proper insurance is in place. The forms may be e-mailed to lvandunk@orangecountygov.com or mailed to the attention of Linda VanDunk. **Note:** If the insurance expires at any time during the year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please contact Linda at 845-615-3620.

We have worked very hard in our office to streamline the contract process and to shorten the turnaround time to securing your contract. We appreciate your attention to submit everything in a timely manner.

As per the Youth Bureau's Policies and Procedures Manual, please use the following tagline(s) depending on what type of funding you have been allocated on all of your marketing materials related to this program(s). Contact us if you would like to include the Youth Bureau logo.

- a. YDP funding: "Funded by the New York State Office of Children and Family Services through the Orange County Youth Bureau"
- b. Solutions funding: "Funded by Orange County Solutions funding through the Orange County Youth Bureau"
- c. both YDP and Solutions funding: "Funded by the New York State Office of Children and Family Services and Orange County Solutions funding through the Orange County Youth Bureau"

As always, please do not hesitate to contact the Youth Bureau for any assistance.

Sincerely,

Rachel R. Wilson, Executive Director

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 182-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoo				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution Amending Resolution 174-22 Accepting a Donation
from the Middletown Elk's Club**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an amendment to resolution 174-22 to correct the name of the donor to Middletown Elk's Club.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Masi

Date of Adoption 08.01.22

Index No: 174-22

NAMES AYES NOES ABSTAIN ABSENT

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

**Resolution accepting a \$1250 donation from local businesses to
support our National Night Out Against Crime Event**

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts \$1250 in donations from the following local businesses to support our National Night Out Against Crime.

Boyce Excavating	\$1,000
Middletown Lions Club	<u>\$250</u>
Total	\$1,250

RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to deposit these funds into the Police Donation budget line A.2705.06 and increase the A.3120.501 Community Expenses line by \$1250

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 183-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

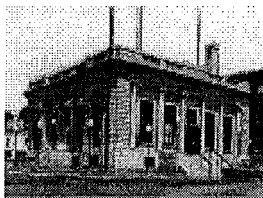
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

**Resolution accepting a \$250 donation from the Middletown Lions Club
to support the Junior Police Academy**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a \$250 donation from the Middletown Lions Club Animal to support the Junior Police Academy.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds in the Police Donation Budget Line, A.2705.06 and increase the A.3120.468 Youth Police Academy line by the same amount.

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

July 12, 2022

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

Dear Mayor DeStefano and Members of the Board of Estimate,

We are in receipt of a \$250 donation from the Middletown Lions Club
Animal for the purpose of supporting our Junior Police Academy.

We are requesting permission to accept this donation into the Police
Donation budget line A.2705.06.

Furthermore, we request to increase the A.3120.468 Youth Police
Academy line by the same amount.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 184-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

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

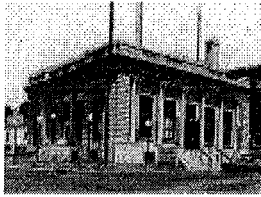
**Resolution authorizing a \$5377.50 Budget Transfer to
purchase an Employee ID Card System**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$5377.50 in the following manner to cover the cost of a new city employee identification card system.

From	Amount	To
A.3120.400	\$ 5,377.50	A.3120.200
Contractual Services		Equipment

The current system is outdated and in disrepair and the funding will be taken from the funding for FUSUS within our Contractual Services budget line.

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

August 11, 2022

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the City of Middletown Common Council approve the following transfers within our 2022 budget lines:

From	Amount	To
A.3120.400 Contractual Services	\$5,377.50	A.3120.200 Equipment

This transfer will cover the cost of a new city employee identification card system. The current system is outdated and in disrepair and the funding will be taken from the funding for FUSUS within our Contractual Services budget line.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 185-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

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

**Resolution authorizing an Agreement with Rand Commercial
to serve as a Broker for the City of Middletown**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Rand Commercial to serve as a broker for the City of Middletown with the purpose of obtaining properties.

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

NEW YORK STATE COMMERCIAL ASSOCIATION OF REALTORS®

PROFESSIONAL SERVICES AGREEMENT Exclusive Tenant or Buyer Representation

This Exclusive Tenant or Buyer Representation agreement for the Purchase or Lease of Real Property is made this 27th day of April, 2022 by and between:

(Name of Broker) Rand Commercial, Paul Adler, Esq.

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

herein thereafter referred to as "Client."

1. Broker's Duties and Authority.

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

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

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

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

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

2. Other Buyer Clients.

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

3. Nature of Assignment.

A) Desired property description Obtain properties for City of Middletown, NY

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

City of Middletown, Orange County, NY

4. Client's Obligations.

During the term of this Agreement, Client agrees:

A) To provide to Broker upon request:

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

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

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

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

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

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

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

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

5. Term of Agreement.

This Exclusive Representation Agreement shall begin upon execution of this Agreement. This Agreement shall expire at 11:59 PM one year later or on December 31, 2022

6. Professional Service Fees.

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

A) The amount of compensation shall be:

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

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

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

(3) Other Compensation Agreement:

B) If the Client within six (6) months of the termination of this Agreement, with or without the services of a licensed agent, purchases or leases real property shown to the Client by the Broker during the term of the Agreement compensation as set forth in this Agreement shall apply and a fee shall be due the Broker.

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

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

7. Attorney's Fees.

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

8. Legal, Professional and Technical Advice.

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

9. Dual Agency.

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

10. Legal Compliance.

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

11. Addendums.

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

12. Entire Understanding.

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

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

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

CLIENT OR REPRESENTATIVE City of Middletown NY

TITLE _____

FIRM _____

ADDRESS _____

PHONE _____ FAX _____

Paul Adler, Esq.
BROKER

CLIENT (S)

Rand Commercial
FIRM

CLIENT (S)

DATE

DATE

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 186-22

NAMES AYES NOES ABSTAIN ABSENT

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

Resolution accepting a \$1430 donation for the Parks and Recreation Department

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$1430 in the Parks and Recreation budget in the following manner:

FROM	AMOUNT	TO
A.2705.07	\$550	A.2029 Special Programs

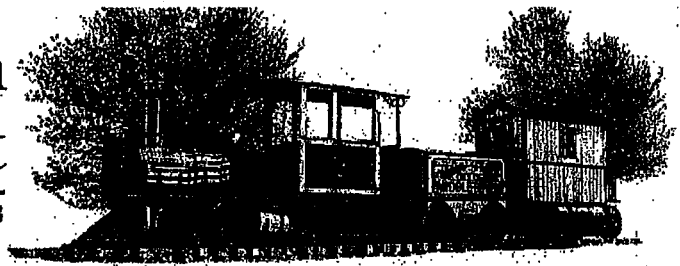
The funds will be used for Little People Playtime & Spirit Camp

A.2705.07	\$880	A.2027 Day Camp Fees
-----------	-------	----------------------

The funds will be used for Sports Camp

Middletown Recreation and Parks Department

898 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)844-2918



Tuesday, August 9, 2022

RE: Authorization for Transfer of Funds

Dear Board of Estimates & Council Members:

The Recreation & Parks Department is requesting authorization for the Treasurer to transfer \$1,430.00 from account A.2705.07 Gifts & Donations for Scholarships to accounts;

- A.2029 Special Programs = \$550.00 for Little People Playtime & Spirit Camp
- A.2027 Day Camp Fees = \$880.00 for Sports Camp

Sincerely,

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 187-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

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

**Resolution accepting a \$1000 donation from the Animal Health Center
for an Ice Skate Sharpener**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a \$1000 donation from the Animal Health Center for an ice skate sharpener.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations and increase budget line A.7321.450 Special Programs Materials & Supplies.

Middletown Recreation and Parks Department

898 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Tuesday, August 9, 2022

RE: Authorization to accept donation

Dear Board of Estimates & Council Members:

The Recreation & Parks Department was given a donation in the amount of \$1000.00 from The Animal Health Center. Please accept this donation and authorize the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations and increase budget line A.7321.450 Special Programs Materials & Supplies. This donation will go towards the cost of an ice skate sharpener.

Sincerely,

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 188-22

NAMES AYES NOES ABSTAIN ABSENT

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

Resolution establishing an account line for the New York State Pave our Potholes Program

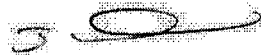
RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to establish an account for the NYS Pave Our Potholes (POP) Program that the City will receive reimbursement for from the Department of Transportation.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to place \$114,019.21 awarded on May 11, 2022 into this account. It can be used to resurface and renew the roadway pavements in the city. Reimbursement for repairs can be submitted quarterly and any unused funds will roll over to the next quarter.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 11, 2022
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Leonora Liz -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Pave Our Pot Holes Program (POP) – D.O.T.



I am requesting that an account be established for the NYS Pave Our Potholes (POP) program funding that the City will receive reimbursement for from the Department of Transportation. \$114,019.21 was awarded May 11, 2022 and can be put into this account. It can be used to resurface and renew the roadway pavements in the city. Reimbursement for repairs can be submitted quarterly and any unused funds will roll over to the next quarter.

Thank you.

EL



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

*gave to Jacob
5/16*

May 11, 2022

JACOB TAWIL
COMMISSIONER OF PUBLIC WORKS
CITY OF MIDDLETOWN
16 JAMES ST
MIDDLETOWN NY 10940

Please check 6/28/22

Dear Mr. Tawil:

The enacted State fiscal year (SFY) 2022-23 Budget provides \$100 million to counties, cities, towns, and villages for a new Pave Our Potholes (POP) Program to resurface and renew the worst roadway pavements in the State. The New York State Department of Transportation (NYSDOT) will make the first SFY 2022-23 reimbursement on **July 28, 2022**. Eligible expenses for the July payment will be reimbursed for expenditures on or after April 1, 2022. Additional POP Program information on apportionments, program guidelines, project eligibility, and the CP75 reimbursement request form are available at: <https://www.dot.ny.gov/programs/chips>.

The City of Middletown has a SFY 2022-23 POP apportionment of \$114,019.21. POP reimbursement requests require the same supporting documentation as the CHIPS, EWR, and PAVE-NY Programs. To ensure timely reimbursement, submit requests for each project to the NYSDOT Regional Office listed below no later than **June 23, 2022**. Municipalities may e-mail their POP reimbursement request forms and supporting documentation for each project to the regional mailbox address listed below.

Dania Anziani
NYSDOT Regional CHIPS Representative
New York State Department of Transportation
4 Burnett Boulevard
Poughkeepsie, NY 12603
dot.sm.r08.CHIPS@dot.ny.gov

*- Please check with Dania
this is only 1st
reimbursement*

If you have any questions, please contact Dania Anziani at 845-431-5774.

Respectfully yours,

Dawn Arnold

Dawn Arnold
Acting Director, Local Programs Bureau

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 11, 2022
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Leonora Liz -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Pave Our Pot Holes Program (POP) – D.O.T.

I am requesting that an account be established for the NYS Pave Our Potholes (POP) program funding that the City will receive reimbursement for from the Department of Transportation. \$114,019.21 was awarded May 11, 2022 and can be put into this account. It can be used to resurface and renew the roadway pavements in the city. Reimbursement for repairs can be submitted quarterly and any unused funds will roll over to the next quarter.

Thank you.

EL

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 189-22

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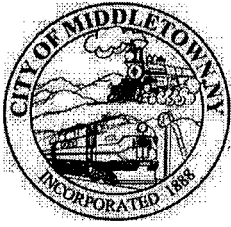
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution creating the Position of Administrative Educational Finance Research Services

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and creates a new payroll position title of Administrative Educational Finance Research Services.

This position is exempt managerial and confidential. It was created purposely with the goal of establishing a new Division of Payroll that reports to the Treasurer. The goal is to further segregate Payroll from Finance and to continue strengthening our internal controls, confidentiality protection, along with personnel functions. The primary functions of the position include, personnel, payroll, budgeting, regulations, contract negotiation analysis and benefits administration.

The proposed salary range is \$50,000 - \$65,000 based on qualified experience. We are pushing for forward thinking improvements within payroll and this will ultimately continue to strengthen our customer service to the city employees.



DEPARTMENT OF FINANCE City Of Middletown

Leonora Liz
Treasurer

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

August 15, 2021

To: The Board of Estimate

From: Leonora

Requesting from the Board of Estimate the approval of the Payroll Position – Administrative Educational Finance Research Services. This position is exempt managerial and confidential. It was created purposely with the goal of establishing a new Division of Payroll that reports to the Treasurer. The goal is to further segregate Payroll from Finance and to continue strengthening our internal controls, confidentiality protection, along with personnel functions. The primary functions of the position include, personnel, payroll, budgeting, regulations, contract negotiation analysis and benefits administration. The proposed salary range is \$50,000 - \$65,000 based on qualified experience. We are pushing for forward thinking improvements within payroll and this will ultimately continue to strengthen our customer service to the city employees.

DIVISION OF PAYROLL

ADMINISTRATIVE EDUCATIONAL FINANCE RESEARCH SERVICES

Status: Regular Full Time

Classification: Exempt

Reporting Relationship: Deputy Treasurer

Supervision: **HEAD OF DIVISION OF PAYROLL:** Supervises -Accounts Clerk, Payroll Coordinator and any other personnel clerk assisting the division.

Position Description: This position is a managerial and confidential position. This position supports the Treasurer through the provision of payroll, personnel, benefits and general accounting functions. Responsibilities include personnel administration, drafting, preparing and implementation of policies, payroll processing and related reports, preparing and processing accounting and budgetary financial reports. Must be able to perform the duties with little or no supervision and possess a high degree of confidentiality at all times.

Personnel

- Contributes to the development of department goals, objectives, and systems and recommends/ drafting/ preparing new policies, approaches, and procedures as needed
- Revise, prepare and process documents necessary to accomplish the hiring process
- Responsible for posting of mandatory workplace posters
- Perform background checks and maintain personnel files, I9's & other related forms
- Perform employee orientation & new hire follow up
- Maintain employee census report and related HR/PR reports
- Assist managers with employee concerns and make recommendations
- Preparing and executing written counsels as needed.

Payroll

- Responsible for all day-to-day payroll operations
- Process semi-monthly payroll and related reports
- Ensure accuracy of employee payroll information
- Correct & process employee time sheets in internal system
- Process payroll deductions and benefit billings
- Keep current on payroll policies and regulations and ensure compliance
- Complete employment verifications as necessary

Benefits Administration

- Process benefit enrollments, changes and terminations for all benefit plans
- Organize annual open enrollment
- Oversee Sick and Vacation leave accrual programs and maintain employee Vacation/Sick Leave database
- Assist Benefits Broker with benefit marketing information/reporting
- Prepare and track COBRA paperwork & notify benefit companies of continuation

Accounting & Reporting

Process benefit related invoices, reconcile with payroll and accounting records.

- Reconcile benefit accounts, payroll and process invoices.
- Update and maintain payroll and payroll related spreadsheets for Treasury department
- Update and maintain ACA reporting throughout year
- Reconcile Quarterly payroll reports & assist with Work Comp annual audit.
- Reconcile and ensure quarterly report (940/941, unemployment) is accurate and reconciled with payroll records.
- Conduct year-end payroll processing including W-2's, and related required filings, reconcile reports with payroll records W2 reconciliation
- Prepare year end reports and schedules for the auditors

Other

- Prepare other billings, reports as requested or assigned
- Assist in Union Negotiation, preparing financial data and policy updates.
- Update and maintain HR & Payroll job manuals.
- Other duties as assigned

Qualifications/Preferences

Education: Bachelors in accounting, HR or related field, or equivalent combination of experience and education. Experience: Three or more years previous HR, payroll and general accounting experience. * ***Bilingual Preferred: Spanish and English***

Knowledge, Abilities and other Qualifications: Knowledge of personnel, benefits and payroll laws and regulations. Must possess good math and analytical skills. Must be highly detail oriented and able to multi-task, able to meet deadlines, possess a high level of accuracy, organizational ability and thoroughness, and have excellent data entry skills. Computer skills, including working knowledge of Microsoft Office Suite of programs with emphasis on building and using spreadsheets and database use. Ability to work independently as well as a team player. Good communication skills, both written and verbal. Ability to interact with individuals from diverse backgrounds. Background check(s) must be acceptable.

Physical/Mental Requirements & Equipment Used

The physical requirements of this position are normal for an office environment including sitting, speaking, hearing, standing, computer work, bending to file, lifting up to 10 lbs., telephone calls, and moving around the office.

The mental job requirements of this position include: critical thinking, problem solving, written and oral communication skills, planning, reading, and math skills. Also, the ability to maintain confidentiality, and maintain internal accounting standards and principles, controls, practices and procedures, and exercise professional conduct.

Equipment includes a telephone, computer, calculator and other office equipment.

Disclaimer

The above statements are not intended to encompass all the functions and qualifications of this position. Rather, they are intended to provide a general framework of the requirements of the job. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 190-22

NAMES AYES NOES ABSTAIN ABSENT

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

Resolution authorizing an agreement with T-Mobile to Temporally Relocate Antennas

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with T-Mobile to temporally relocate T-Mobile Antenna off the Highland Avenue water storage tank until repairs and repainting is complete.

Richard McCormack

From: J Tawil <jtawil14@yahoo.com>
Sent: Tuesday, August 9, 2022 4:48 PM
To: Alex Smith; Mary Maggio; Richard McCormack; Katie Gass
Cc: Terri
Subject: Re: New Lease Approval - NY10387F/070622.140445
Attachments: NY10387F_Temp_Approval_STAMPED_DOC.pdf; image001.png; image002.png

Hello Rich,

If ok with Alex, Please place on the next Common Council meeting agenda for approval of this temporary agreement to relocate T-Mobile antennas off the Highland Ave Water Storage tank until tank is repainted and repaired.

Thanks

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014



Please consider the environment before printing this email.

On Tuesday, August 9, 2022 at 03:34:57 PM EDT, Mary Maggio <mary@mmaggiolaw.com> wrote:

Good afternoon –

I am having some trouble sending this to you, so please if you receive it, kindly confirm your receipt.

TMO has processed the amendment, and signed first. Please countersign and send back to me and Terri at your earliest convenience.

Thank you,

Mary E. Maggio

C. 201.803.5259



From: Baker, Theresa [mailto:Theresa.Baker33@T-Mobile.com]
Sent: Tuesday, August 09, 2022 2:53 PM
To: Maggio, Mary <mary.maggio2@T-Mobile.com>; Mary Maggio <mary@mmaggiolaw.com>
Cc: Lito Carrillo <lcarrillo@skynetwirelessgroup.com>
Subject: RE: New Lease Approval - NY10387F/070622.140445

Mary,

Signed by Tmobile in record time! Can you get counter please? ☺ Thanks!

Terri Baker

General Manager

(201)486-0887 Mobile

Skynet Wireless Group

205 Route 46 Suite #10

Totowa, NJ 07512

Sprint  **T-Mobile**

Happiness is a butterfly, which when pursued, is always just beyond your grasp, but which, if you will sit down quietly, may alight upon you. ~Nathaniel Hawthorne

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

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement ("Agreement") is by and between **CITY OF MIDDLETOWN** (Licensor) and **T-MOBILE NORTHEAST LLC**, successor in interest to Omnipoint Communications, Inc., having a principal place of business at 12920 SE 38th Street, Bellevue, WA 98006 ("Licensee").

WHEREAS, Licensor is the owner of property having a street address of 358-360 Highland Avenue, Middletown, New York, located in Middletown, County of Orange, State of New York, and hereafter referred to as the "Property" and described in the attached Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **License.** Licensor agrees to license a temporary site to Licensee comprising approximately four hundred (400 sq. ft.) square feet of ground space, sufficient for the placement of Licensee's Installation (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (such space being hereinafter collectively referred to as the "Premises"). Licensor shall maintain the Property (exclusive of Licensee's Installation and any fenced area around the Installation) so as not to interfere with Licensee's use of the Premises and rights under this Agreement.
2. **Use of Premises.**
 - (a) Licensee may install a temporary monopole, mobile cell on wheels or any other temporary installation ("Temporary Site") within the Premises.
 - (b) Licensee shall be allowed to use the Premises for the installation, operation and maintenance of a wireless communications facility, including, without limitation, installation of Licensee's radio equipment cabinets, associated antennas, mounting equipment, telephone, electric and radio cables and other transmission lines, and other related equipment and a multi-user pole or tower, as applicable (collectively, the "Installation"). Licensee's Installation, whether attached to or otherwise brought onto the Premises, shall at all times remain personal property and shall not be considered fixtures, and at Licensee's option may be removed by Licensee at any time during the Term hereof (as defined below). Upon expiration or termination of this Agreement, Licensee agrees to remove the Installation, repair any damage to the Premises caused by Licensee, and restore the Premises to its condition on the Commencement Date (as defined below), ordinary wear and tear, damage from the elements, and casualty beyond Licensee's control excepted. In connection with the Installation, Licensee shall have the right, at its sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate meter and main breaker, where required. Licensee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Licensor agrees that if an easement is required to obtain and maintain utility services, an acceptable location will be agreed to by Licensor and the servicing utility company and Licensor shall grant such easement in writing to the servicing utility company. Licensee shall maintain the Premises and Installation in a clean condition, free from debris, trash, and refuse.
 - (c) Licensee shall have the right to use whatever measures it deems reasonably appropriate to install the Installation on the Premises, provided that it is in compliance with all applicable laws and regulations. Licensor agrees to cooperate with Licensee in making application for and obtaining, at Licensee's expense, any local, state, federal licenses, permits and any other approvals (the "Approvals") which may be required to allow Licensee's use of the Premises. Licensee shall employ due diligence to obtain

Approvals in a timely manner. If, however, Licensee is denied or is unable to obtain a required Approval, Licensee shall have the exclusive right to terminate this Agreement immediately upon written notice to Licenser, in its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of Rent (as defined below).

(d) Licensee shall have the right, at Licensee's sole cost and expense, to run transmission lines from the equipment area to the antenna locations and to run power and telephone service from the main feed to the communications equipment. Further, Licensee agrees to perform all improvements in a good and workmanlike manner. None of the equipment installed by the Licensee shall interfere with the present use of the Property. Should any interference with the use of the Property occur, Licensee promises to correct any interference in a prompt and workman like manner.

(e) Licenser agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Licensee, or its' sublicensees, employees or any subcontractors or agents, which access shall remain unimpeded throughout the Term of this Agreement. Licenser agrees that if requested by Licensee it will (i) provide Licensee with any key or keys necessary to access the Premises, and (ii) permit Licensee, at its own cost and expense, to install a lockbox for Licensee's sole use at the Premises that will contain any access keys necessary for Licensee's purposes.

4. **Site Testing; Reports.** Licensee, at its option, following full execution of this Agreement, may perform or prepare, or cause to be performed or prepared (a) engineering surveys, title reports and structural analysis reports for any existing support structure on which Licensee will locate its Installation, and (b) any other testing or order any other reports which may be required in order for Licensee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any adverse test results or reports will entitle Licensee to terminate this Agreement in its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of Rent. If the Property is altered in any way by the Licensee while conducting the activities named above in this paragraph, Licensee shall restore the Property to its prior condition.
5. **Interference.** Licensee shall not use the Premises in any way which interferes with the use of the Property by Licenser, or lessees, licensees or customers of Licenser with rights in the Property prior in time to Licensee's. Similarly, Licenser shall not use, nor shall Licenser permit its lessees, licensees, employees, invitees, customers or agents to use, any portion of the Property in any way, which interferes with the operations of Licensee and/or the Installation. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference.
6. **Term.** The term of this Agreement shall automatically renew on a month to month basis unless terminated by Licensee upon thirty (30) days' notice, not to exceed sixty (60) months from the Commencement Date as defined below ("Term"). The Term shall commence on the date Licensee begins construction of the Installation (the "Commencement Date.")
7. **Rent.** Licensee agrees to continue to pay rent to Licenser in accordance with the Tower Lease with Option as well as the ancillary letter agreement executed between the parties on December 22, 2005. Licenser agrees to diligently pursue to completion its tower maintenance project and expeditiously return Licensee to its Premises. Licenser agrees Rent may be suspended by Licensee in the event Licenser's maintenance project is not diligently prosecuted to completion causing Licensee to remain at the Temporary Site in excess of one hundred (180) days.

8. **Taxes.** Licensee shall pay any personal property taxes, use and occupancy taxes directly attributable to Licensee's use and occupancy of the Premises and the Installation. Licensors shall provide evidence of such assessment within a timely manner. Licensors shall pay all real property taxes.
9. **Insurance; Waiver of Subrogation.**
 - (a) Licensee, at its sole cost and expense, shall provide and maintain, during the Term of this Agreement, commercial general liability insurance with combined single limit coverage of One Million Dollars (\$1,000,000). Licensee shall include Licensors as an additional insured on Licensee's insurance policy and provide Licensors with an insurance certificate prior to the Commencement Date. In addition, Licensee shall maintain worker's compensation insurance as required by applicable state law.
 - (b) Intentionally deleted.
10. **Indemnification.** Licensors and Licensee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, and/or sublicensees of the indemnifying party, or a breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.
11. **Environmental Laws.** Licensors represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property.
12. **Right to License and Warranty of Title.** Licensors represents and warrants that: (a) Licensors has the sufficient right, title and interest in the Property to enter into this Agreement and to grant Licensee its rights hereunder; (b) Licensors has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Licensors's performance of its obligations under this Agreement; (c) Licensors owns the Property in fee simple and has the right to grant access to and use of the Premises; and (d) Licensors shall provide to Licensee quiet and peaceful enjoyment and possession of the Premises.
13. **Termination/Irrevocability.** Licensors acknowledges that this License only shall be terminable pursuant to the express provisions set forth herein, without regard to any common-law principles regarding the revocability of licenses.
14. **Assignment.** Licensee shall have the right to assign or otherwise transfer all or a portion its rights under this Agreement upon written notice to Licensors, provided that Licensors agrees assignee is adequately financed as of the Commencement Date. The assignee shall provide Licensee with a written acceptance of the assignment, accepting all the terms of this Agreement. Upon such assignment, Licensee shall be relieved of all liabilities and obligations hereunder and Licensors shall look solely to

the assignee for performance under this Agreement and all obligations hereunder. Licensee shall further have the right to sublicense any portion of the Premises provided notice is given to Licensors.

15. **Default.** No event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Paragraph 15 (a) fails to pay any monetary obligation when due and does not cure such failure within fifteen (15) days after such notice or (b) commits a material breach of its non-monetary obligations under this Agreement and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, the non-defaulting party shall have the right to terminate this Agreement after ten (10) days notice to the other party in accordance with Paragraph 15, provided the Default is not cured within said fifteen or thirty day period.
16. **Collateral Assignment.** Licensee may, upon notice to the other, grant a security interest in this License (and as regards the Licensee, in the Installation), and may collaterally assign this License (and as regards the Licensee, in the Installation) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Licensors or Licensee, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.
17. **Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Licensors or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee, to:
T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. NY10387F

If to Licensors, to:
City of Middletown
16 Main Street
Middletown, NY 10940

18. **Destruction or Condemnation.** If the Premises are damaged or destroyed by casualty or condemned such that Licensee is unable to operate its Installation, then at any time after such occurrence, but prior to restoration of the Premises, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.
19. **Amendment.** No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by Licensors and Licensee.
20. **Lien Waiver.** Licensors hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Installation or any portion thereof, which shall be deemed personal property for the

purposes of this License, whether or not the same is deemed real or personal property under applicable laws.

21. Miscellaneous License Provisions.

- (a) This Agreement shall be governed by the laws of the state in which the Property is located.
- (b) This Agreement, constituting the entire agreement and understanding between the parties, shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.
- (c) Consent or approval of Licensor, where required, shall not be unreasonably withheld, delayed or denied.
- (d) If any provision of this Agreement is deemed invalid or non-enforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.
- (e) The "Effective Date" of this Agreement shall be the date on which this Agreement has been fully executed by and becomes binding on all of the parties hereto.

SIGNATURES TO FOLLOW ON NEXT PAGE

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

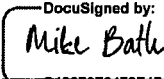
LICENSOR: CITY OF MIDDLETOWN

By: _____

Name: _____

Date: _____

LICENSEE: T-MOBILE NORTHEAST LLC

By:  _____
C49879F6472F47A...

Name: Mike Bath _____

Title: Director, Engineering New Jersey _____

Date: 8/9/2022 _____



TMO Signatory Level: L06

EXHIBIT A

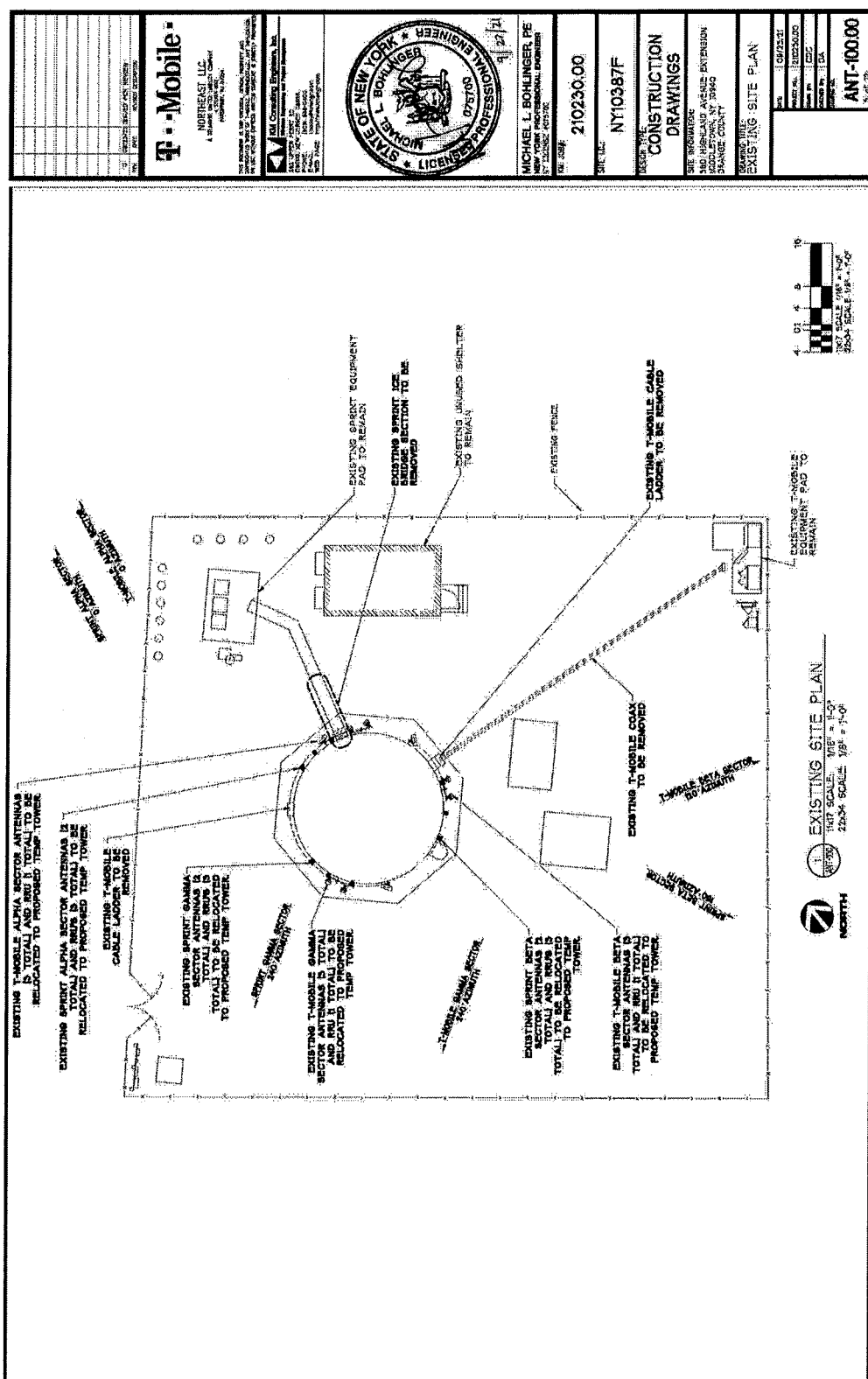
Watertank @ 358-360 Highland Ave, Middletown, NY

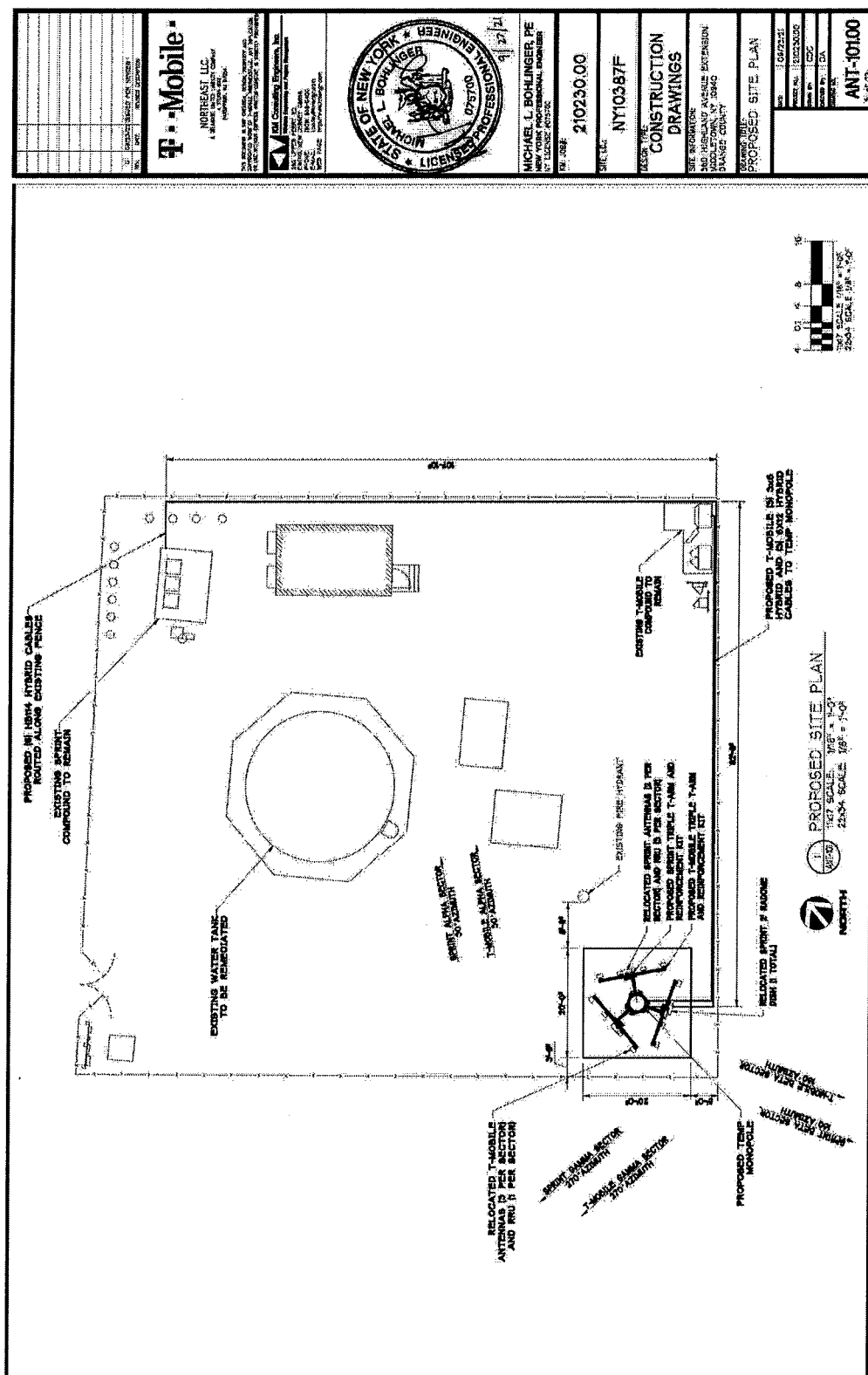
EXHIBIT B

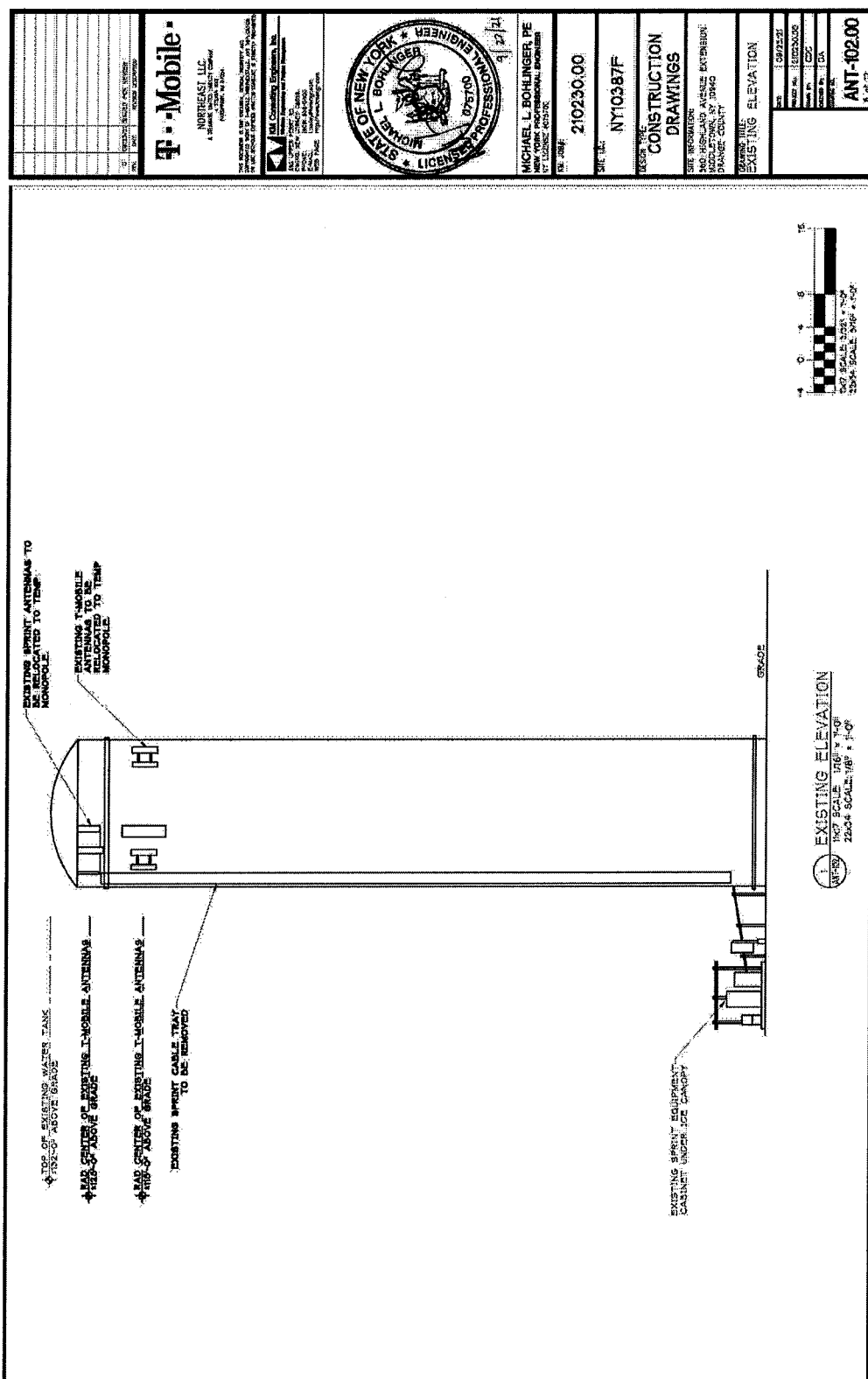
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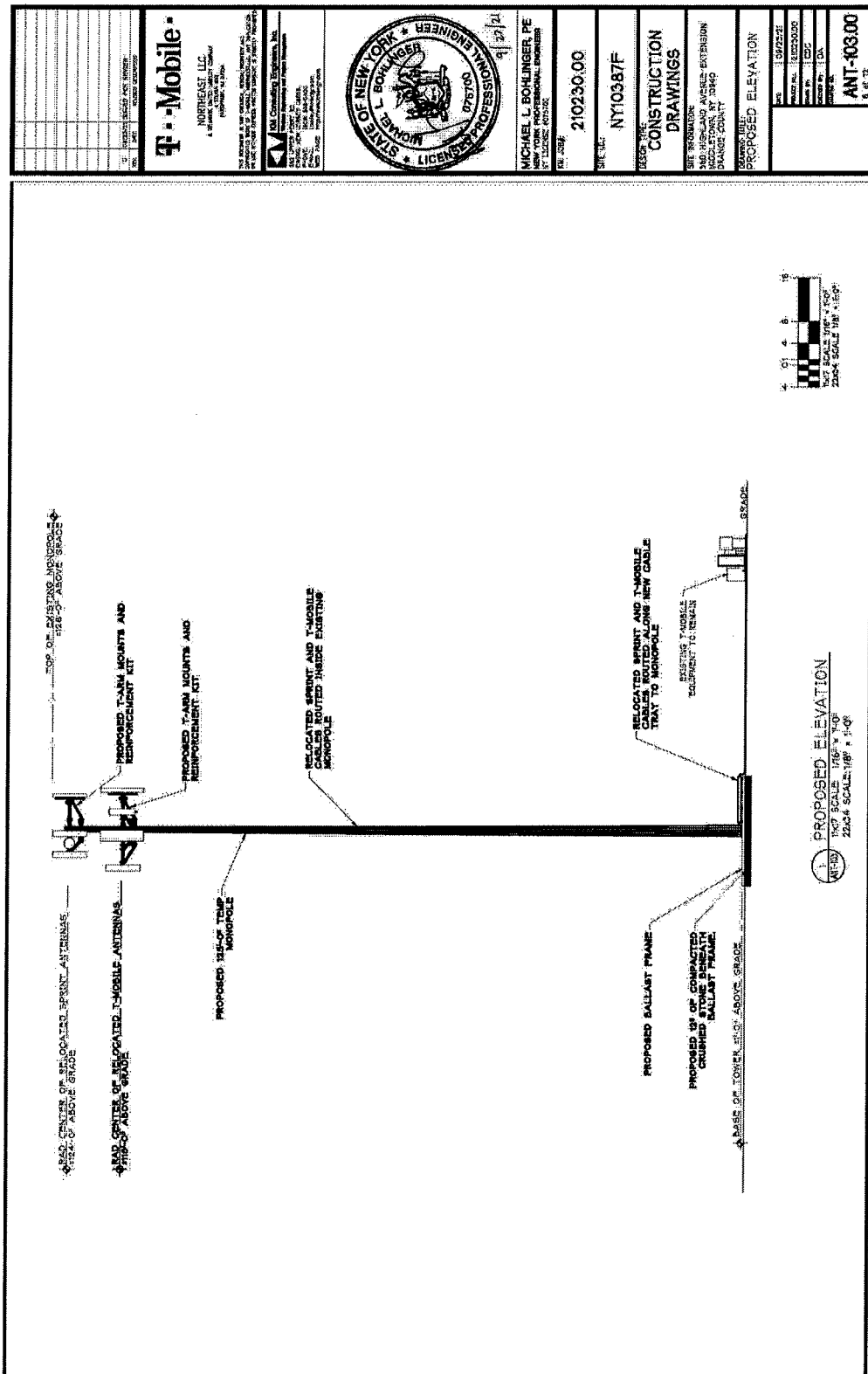
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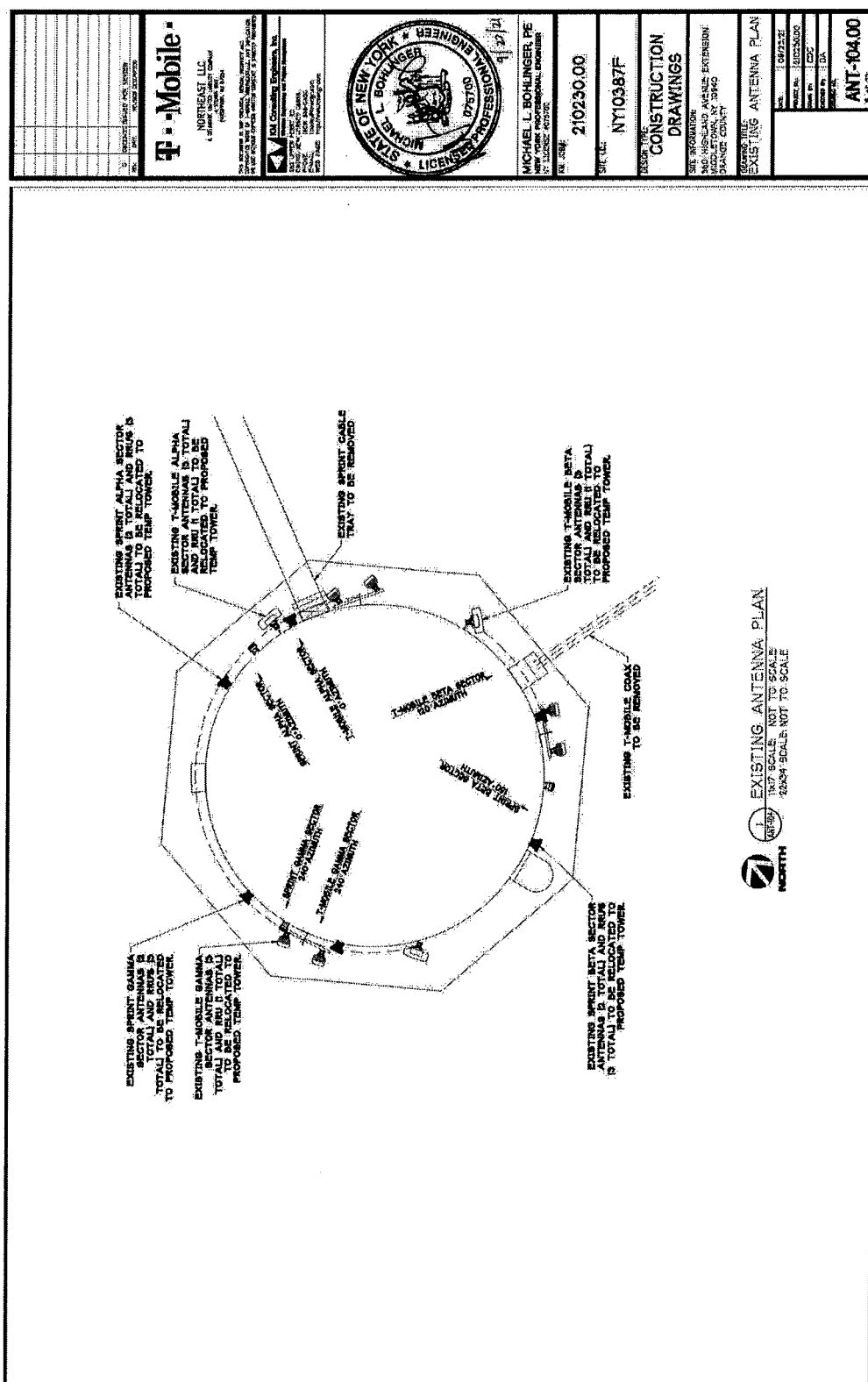
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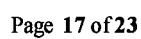






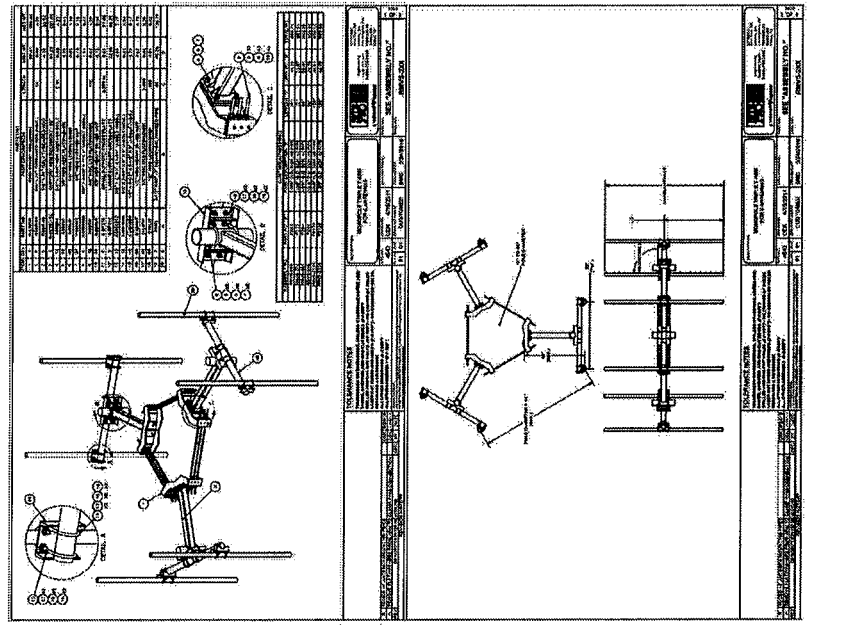
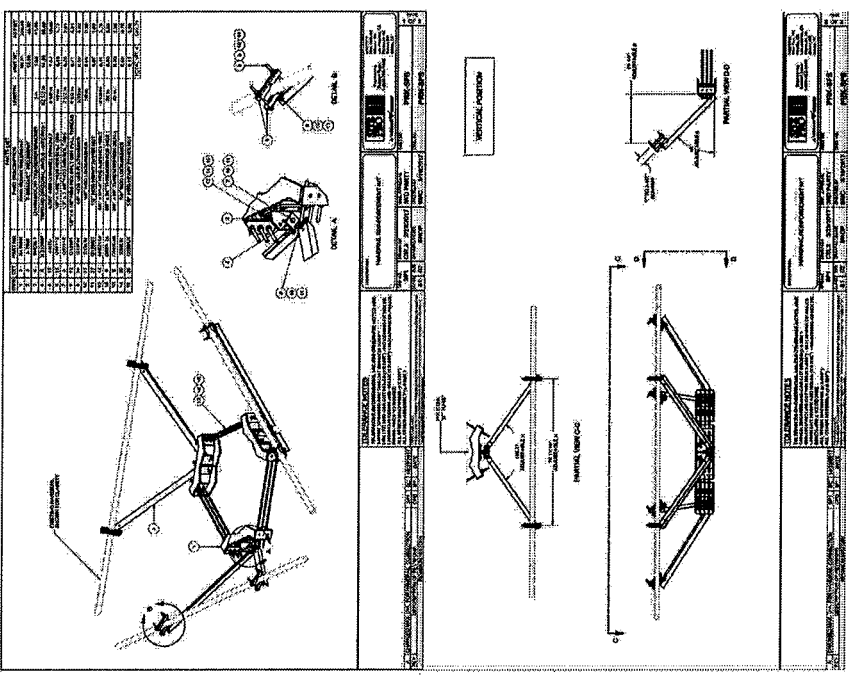


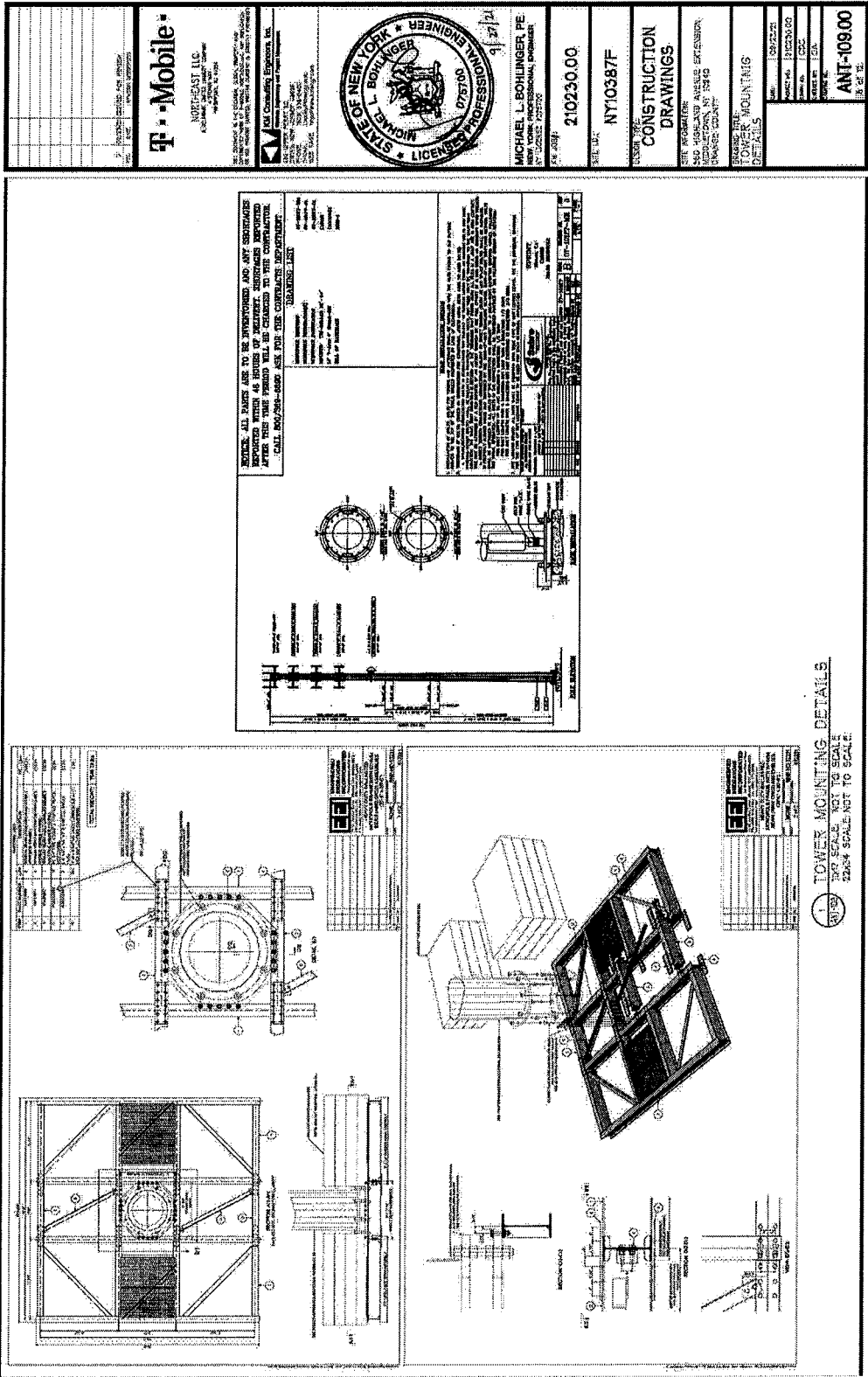




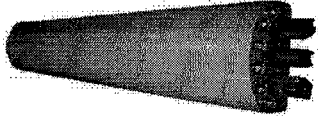
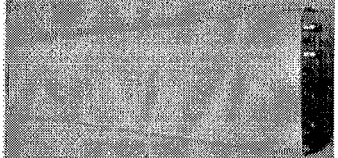
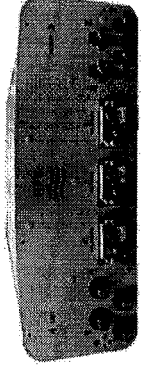
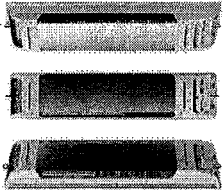
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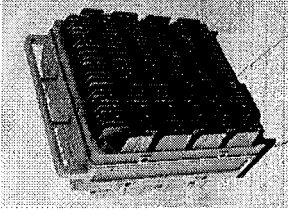
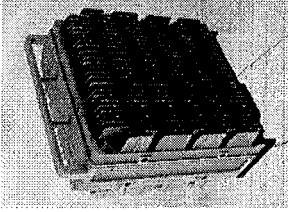
 T-Mobile NORTHEAST LLC 10000 N. 10th Ave. Suite 100 Phoenix, AZ 85020		 MICHAEL L. BOHLINGER, PE NEW YORK PROFESSIONAL ENGINEER LICENSE NO. 076710 EXPIRATION DATE 12/31/2012		210230.00		NY10387F		CONSTRUCTION DRAWINGS		SHEET NO. 1 OF 1		DATE: 12/22/11		PROJECT: 110221.00		SHEET: 1 OF 1		ANT-108.00	
PROPOSED SPRINT ANTENNA MOUNT DETAILS																			
1. 22x4 SCALE, NOT TO SCALE																			
2. 22x4 SCALE, NOT TO SCALE																			
3. 22x4 SCALE, NOT TO SCALE																			





Mobile NORTHWEST LLC 10000 N. 10TH AVE. SUITE 100 DENVER, CO 80231		NY Consulting Engineers, Inc. 10000 N. 10TH AVE. SUITE 100 DENVER, CO 80231	
STATE OF NEW YORK MICHAEL L. BOHLINGER, PE NEW YORK PROFESSIONAL ENGINEER EXPIRATION DATE: 12/31/2011		210230.00	
NY10387F		CONSTRUCTION DRAWINGS	
SEE PROJECT: 210230.00 PROJECT NAME: NEW YORK STATE TANK LOCATION: MIDDLETOWN, NY 10940 OWNER: NEW YORK STATE		DATE: 12/22/2010 DRAWN BY: J. L. BOHLINGER CHECKED BY: J. L. BOHLINGER ANT-110.00 15 OF 15	

 RES APXV88P8-C RADIO MATERIAL FIBERGLASS, 20 RESISTANT RADIOE COLOR LIGHT GREY DIMENSIONS: 10" DIA. X 10" H WEIGHT: 1.5 LBS CONNECTOR: 1/4" DIA. FEMALE ANTENNA DETAIL 1/2" SCALE, NOT TO SCALE 2204 SCALE, NOT TO SCALE	 RES APXV88P8-C RADIO MATERIAL FIBERGLASS, 20 RESISTANT RADIOE COLOR LIGHT GREY DIMENSIONS: 10" DIA. X 10" H WEIGHT: 1.5 LBS CONNECTOR: 1/4" DIA. FEMALE ANTENNA DETAIL 1/2" SCALE, NOT TO SCALE 2204 SCALE, NOT TO SCALE	 RES APXV88P8-C RADIO MATERIAL FIBERGLASS, 20 RESISTANT RADIOE COLOR LIGHT GREY DIMENSIONS: 10" DIA. X 10" H WEIGHT: 1.5 LBS CONNECTOR: 1/4" DIA. FEMALE ANTENNA DETAIL 1/2" SCALE, NOT TO SCALE 2204 SCALE, NOT TO SCALE	 RES APXV88P8-C RADIO MATERIAL FIBERGLASS, 20 RESISTANT RADIOE COLOR LIGHT GREY DIMENSIONS: 10" DIA. X 10" H WEIGHT: 1.5 LBS CONNECTOR: 1/4" DIA. FEMALE ANTENNA DETAIL 1/2" SCALE, NOT TO SCALE 2204 SCALE, NOT TO SCALE
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 T-Mobile NORTEAST LLC 400 WEST 10TH STREET PITTSBURGH, PA 15222			
ANTENNA SCHEDULE ANT-11100 12.07.13		MICHAEL L. BOHLINGER, PE NEW YORK PROFESSIONAL ENGINEER LICENSE NO. 075708	
210230.00		NY10387F	
CONSTRUCTION DRAWINGS		SITE INFORMATION 180 HIGHLAND AVENUE EXTENSION PITTSBURGH, PA 15222	
08.23.21		08.23.21	
08.23.21		08.23.21	
08.23.21		08.23.21	

SECTOR	HEIGHT	EXISTING	MANUFACTURER	MODEL NUMBER	SF	E-TILT	M-TILT	RUU	TMA	CABLES
301° AZIMUTH	115'	EXISTING	ANITE	BOA454P	4.6 SF	0°	0°	2	-	18 3X6 HYBRID
301° AZIMUTH	115'	EXISTING	ANITE	BOA454P	4.6 SF	0°	0°	1	-	18 3X6 HYBRID
301° AZIMUTH	115'	EXISTING	APXVSPB	43-C-1420	4.6 SF	0°	0°	1	-	18 3X6 HYBRID
301° AZIMUTH	115'	EXISTING	APXVSPB	43-C-1420	4.6 SF	0°	0°	1	-	18 3X6 HYBRID
301° AZIMUTH	115'	EXISTING	APXVSPB	43-C-1420	4.6 SF	0°	0°	1	-	18 3X6 HYBRID
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301° AZIMUTH	115'	EXISTING	APXVSPB	43-C-1420	4.6 SF	0°	0°	1	-	18 3X6 HYBRID
301° AZIMUTH	115'	EXISTING	APXVSPB	43-C-1420	4.6 SF	0°	0°	1	-	18 3X6 HYBRID

SECTOR	HEIGHT	EXISTING	MANUFACTURER	MODEL NUMBER	SF	E-TILT	M-TILT	RUU	TMA	CABLES
301° AZIMUTH	122'	EXISTING	APXVSPB	43-C-1420	4.9 SF	0°	0°	2	-	18 3X6 HYBRID
301° AZIMUTH	122'	EXISTING	APXVSPB	43-C-1420	4.9 SF	0°	0°	1	-	18 3X6 HYBRID
301° AZIMUTH	122'	EXISTING	APXVSPB	43-C-1420	4.9 SF	0°	0°	1	-	18 3X6 HYBRID
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301° AZIMUTH	122'	EXISTING	APXVSPB	43-C-1420	4.9 SF	0°	0°	1	-	18 3X6 HYBRID
301° AZIMUTH	122'	EXISTING	APXVSPB	43-C-1420	4.9 SF	0°	0°	1	-	18 3X6 HYBRID
301° AZIMUTH	122'	EXISTING	APXVSPB	43-C-1420	4.9 SF	0°	0°	1	-	18 3X6 HYBRID
301° AZIMUTH	122'	EXISTING	APXVSPB	43-C-1420	4.9 SF	0°	0°	1	-	18 3X6 HYBRID

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 191-22

NAMES AYES NOES ABSTAIN ABSENT

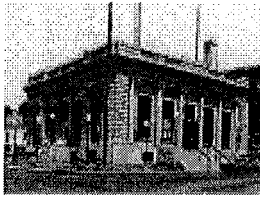
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a \$9325 budget transfer to purchase an ice machine

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the treasurer to transfer \$9325 in the following manner to cover the cost of an ice machine for community events and funding.

From A.3120.400 Contractual Services	Amount \$5,000	To A.3120.433 Training
A.3120.400 Contractual Services	\$4,325	A. 3120.200 Equipment

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

August 11, 2022

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the City of Middletown Common Council approve the following transfers within our 2022 budget lines:

From	Amount	To
A.3120.400 Contractual Services	\$5,000	A.3120.433 Training
A.3120.400 Contractual Services	\$4,325	A. 3120.200 Equipment

This transfer will cover the cost of an ice machine for community events and funding for both requests will be taken from the funding for FUSUS within our Contractual Services budget line.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 192-22

NAMES AYES NOES ABSTAIN ABSENT

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

Resolution Authorizing Budget Transfers to Cover Unanticipated Increases in Fuel Costs

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the treasurer to make the following budget transfers to cover unanticipated increases in fuel prices:

1. Gas (T/O Wallkill): We estimate our monthly average usage to be 1,661.1 gallons. At a cost of \$3.87/gal. we will need \$32,142.00 (less current remaining*) to be transferred in to the noted lines for Aug. – Dec. *Current remaining (\$13,124.) is inclusive of gas and diesel.
2. Diesel (T/O Wallkill): We estimate our monthly average usage to be 3,648.1 gallons. At a cost of \$4.39/gal. we will need \$80,077.00 (less current remaining*) to be transferred in to the noted lines for Aug. – Dec. *Current remaining (\$13,124.) is inclusive of gas and diesel
3. Diesel (Bottini): We estimate our monthly usage to be 1,010.8 gallons. At a cost of \$3.9815/gal. we will need \$20,123.00 for Aug. – Dec to be transferred in to line A.5110.417 (included below) as we have \$0.00 of the original amount budgeted remaining.

From	Amount	To
General Fund	\$39,693.00	A.5110.417 Street Dept./Gas & Oil
General Fund	\$ 4,800.00	A.1620.417 Maint. Dept. Gas & Oil
General Fund	\$64,725.00	A.8160.417 Sanit. Gas & Oil
General Fund	\$10,000.00	F.8340.417 Distrib. Gas & Oil

We are also requesting a transfer for Sewage Plant Utilities (\$26,829.00) in part due to natural gas price increases from 56.50 cents in Jan. to 86.39 cents in Jul. (electric and gas budgeted together).

From	Amount	To
General Fund	\$26,829.00	G.8130.415 Sewage T&D Light & Heat

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 15, 2022
To: Honorable Mayor DeStefano, Honorable Members of the Board of Estimate and Apportionment, Members of the Common Council, Leonora Liz , Treasurer
From: Jacob Tawil, Commissioner of Public Works
Re : Gas and Oil Costs / Funds Transfers

We are requesting additional funding for several fuel budget lines due to the unanticipated price increases since budget was prepared last year as follows:

1. Gas (T/O Wallkill): We estimate our monthly average usage to be 1,661.1 gallons. At a cost of \$3.87/gal. we will need \$32,142.00 (less current remaining*) to be transferred in to the noted lines for Aug. – Dec.
*Current remaining (\$13,124.) is inclusive of gas and diesel.
2. Diesel (T/O Wallkill): We estimate our monthly average usage to be 3,648.1 gallons. At a cost of \$4.39/gal. we will need \$80,077.00 (less current remaining*) to be transferred in to the noted lines for Aug. – Dec.
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From		To
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General Fund	\$ 4,800.00	A.1620.417 Maint. Dept. Gas & Oil
General Fund	\$64,725.00	A.8160.417 Sanit. Gas & Oil
General Fund	\$10,000.00	F.8340.417 Distrib. Gas & Oil

We are also requesting a transfer for Sewage Plant Utilities (\$26,829.00) in part due to natural gas price increases from 56.50 cents in Jan. to 86.39 cents in Jul. (electric and gas budgeted together).

From		To
General Fund	\$26,829.00	G.8130.415 Sewage T&D Light & Heat

Thank you.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 193-22

NAMES	AYES	NOES	ABSTAIN	ABSENT
-------	------	------	---------	--------

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

Resolution Awarding TAM Enterprises to Remove Debris from 21 Academy Avenue

WHEREAS 21 Academy Avenue, a large multi-story masonry building that is abandoned and recently owned by the city, had a partial structural collapse on August 8, 2022; And

WHEREAS this required us due to safety concern to demolish the remaining structure. Local contractors were contacted, but Boyce was most qualified and had equipment ready. Boyce will be billing for services related to the demolition; and

WHEREAS QUEST Environmental, asbestos remediation consulting Inspection Firm was contacted to assist in getting a variance from D.O.L. for the Demo and removal of the building debris as Asbestos Containing Material (ACM). QUEST will be at the site during demolition debris removal for air monitoring & sampling; and

WHEREAS Several Asbestos abatement contractors were requested to provide prices per ton for hauling away off and disposal of the debris as ACM. *(Please refer to the attached tabulation).*

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and awards the work to the lowest qualified bidder, TAM Enterprises, in the amount of \$220 per ton. The work will include site cleanup, loading, hauling and disposing of the ACM debris to an approved location.

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the City to continue working with QEST as the environmental consultant providing services used for DOL Variances, Air Sampling, daily inspection and reporting as required by DOL, for this project.

The funds will be paid out of the capital demolition line, H.0993.900.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 15, 2022

To: Honorable Mayor DeStefano, Council President Rodrigues,
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: 21 Academy Avenue Building Collapse Emergency Demolition &
Site Cleanup

As you are aware of, 21 Academy Ave, a large multi-story masonry building that is abandoned and recently owned by the city, had a partial structural collapse on 8/8/2022. This required us due to safety concern to demolish the remaining structure. Local contractors were contacted, but Boyce was most qualified and had equipment ready. Boyce will be billing for services related to the demolition.

QUEST Environmental, asbestos remediation consulting Inspection Firm was contacted to assist me in getting a variance from D.O.L. for the Demo and removal of the building debris as Asbestos Containing Material (ACM). QUEST will be at the site during demolition debris removal for air monitoring & sampling.

Several Asbestos abatement contractors were requested to provide prices per ton for hauling away off and disposal of the debris as ACM. Please refer to the attached tabulation.

We are hereby requesting awarding the work to the lowest qualified bidder, TAM Enterprises, in the amount of \$220 per ton. The work will include site cleanup, loading, hauling and disposing of the ACM debris to an approved location.

We also request authorization to continue working with QUEST as the environmental consultant providing services used for DOL Variances, Air Sampling, daily inspection and reporting as required by DOL, for this project.

The funds will be paid out of the capital demolition line, H.0993.900.

Thank you.

JT/el

21-23 Academy Ave. Building Collapse: Site Cleanup

Company Name	Submitted Price/ton	Notes
JR Contracting	\$485/ton	
Gorick Construction	\$236/ton (ACM)	\$184/ton (non-friable C&D)
TAM Enterprises	\$220/ton	*price to fill in basement using clean fill \$18,800
Dan's Hauling & Demo	\$355/ton	

J.R. CONTRACTING

& Environmental Consulting, Inc.

DATE OF PROPOSAL: August 10, 2022

PROPOSAL NO.: 22-0026

NAME & ADDRESS: City of Middletown - DPW
16 James Street
Middletown, NY 10940

Attention: Mr. Jacob Tawil
Phone: 845-343-3169
Fax: 845-343-4014
Email: jtawil14@yahoo.com

PROJECT NAME & ADDRESS: **Building**
21 Academy Avenue
Middletown, NY 10940

J.R. Contracting & Environmental Consulting Inc. thanks you for the opportunity to present its proposal for the asbestos abatement services at the above referenced project. The price quoted includes all labor, equipment, and materials required to complete the project.

SCOPE OF WORK:

1. Asbestos Removal and Disposal Per Ton

SUM OF:

1. \$ 485.00 / ton

CLARIFICATIONS/EXCLUSIONS:

1. This proposal is subject to negotiation of mutually agreeable contract.
2. Price in effect for 60 days from date of proposal.
3. Work to be performed on regular time.
4. Comprehensive General Liability Insurance in the occurrence form of not less than \$1,000,000 per occurrence.
5. Automobile Liability in the amount of 1,000,000 (owned and non-owned vehicles).
6. Workman's Compensation Insurance statutory as required by law.

ASBESTOS:

1. J.R. Contracting shall prepare and file all appropriate Federal, State and local notifications for the asbestos removal project.
2. All asbestos waste will be properly double bagged, labeled and disposed of at a fully licensed and certified landfill.
3. Work to be done in accordance with NYS-DOL variance prepared by others.
4. Air monitoring and testing to be performed by others.
5. All waste to be disposed of as Friable ACM.

ADDITIONAL CONDITIONS:

1. Payment in full is to be made upon completion of our work. No retainage is to apply or be held.
2. Payment will be due upon presentation of invoice, and customer agrees to pay such invoices in full when due. Interest will accrue on all unpaid amounts after the expiration of thirty (30) days from the invoice due date at a rate of 1.5% per month.
3. Our price is based on a fully completed Certificate of Capital Improvement being provided to J.R. Contracting by the Owner. If the project does not constitute a Capital Improvement then the appropriate sales tax for the jurisdiction in which work took place shall be added to our price and shall be payable by the Owner to J.R. Contracting upon presentation of invoice.
4. J.R. Contracting shall provide services in accordance with generally accepted professional practices in its field of specialty. No other warranty or representation, either expressed or implied, is included or intended as part of its services, proposals, agreements or reports.
5. In so far as job site safety is concerned, J.R. Contracting will be responsible solely for its employees' activities on the job site, but this shall not be construed to relieve Owner or any construction contractors from their responsibilities for maintaining a safe job site.
6. This proposal and any related contract, are based on waste disposal regulations and rates in effect as of this date, and are subject to revision based in rates or tariffs which may occur.
7. All services and rates outlined in this proposal are valid for 60 days

ACCEPTANCE OF PROPOSAL:

IN WITNESS WHEREOF, they have executed this agreement on the date written below.

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

J.R. Contracting &
Environmental Consulting Inc.

Authorized Signature

Jadranko Bjelonic, President

AGREED TO AND ACCEPTED:

Date of Acceptance:

Signature:

Name & Title



Gorick Construction Co., Inc.

27 Track Drive, Binghamton, NY 13904

P: 607.775.1765

F: 607.775.1608

August 11, 2022

City of Middletown

16 James St.

Middletown, NY 10940

845.343.3169

Jacob Tawil

Re: 21 Academy Ave

ATTN: Jacob

Scope of work:

- Load and dispose of all debris onsite (assumed to be RACM).
- Double line waste trailers with 6mil poly per NYSDOL ICR 56 RACM disposal
- Keep all materials wet and free of emissions with water truck or dust suppression machine
- Demolition/Pollution liability insurance
- All required government notices (EPA, DOL)

Conditions/Exclusions

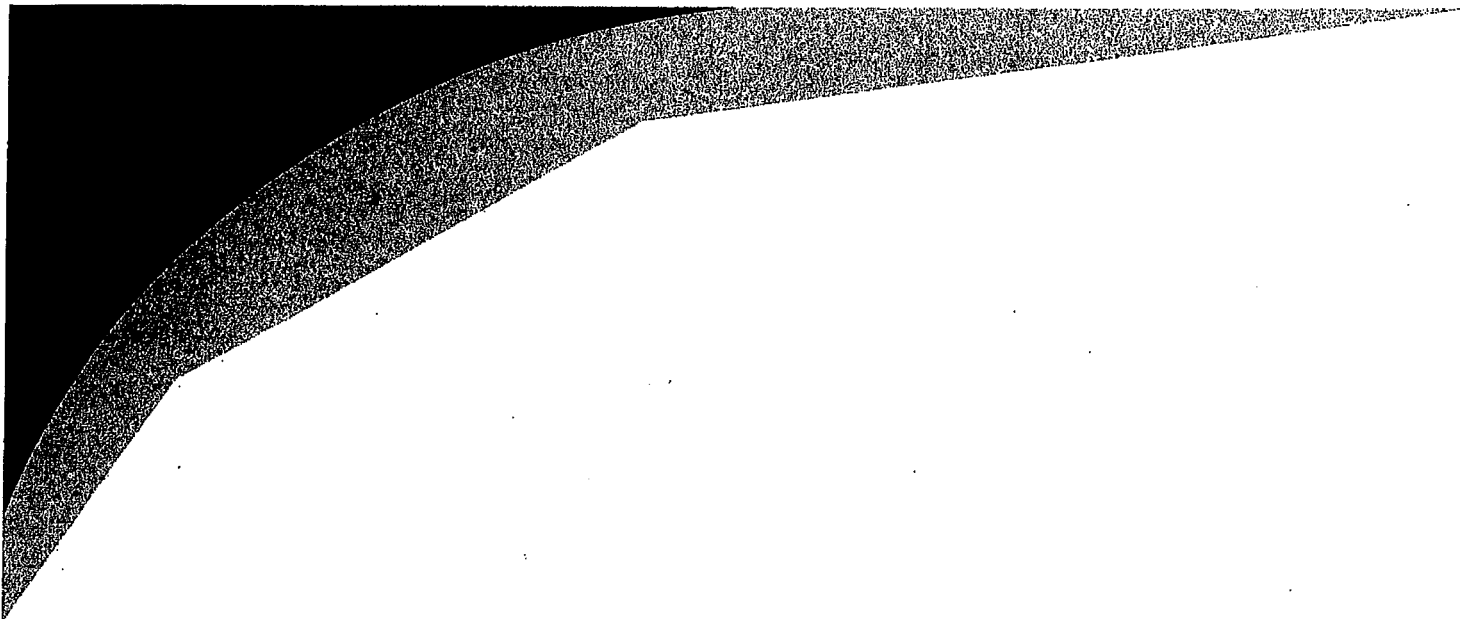
- City to supply water hydrant for use to fill our water truck
- No concrete foundation or slab removal

Base Price: -----**\$236/per ton**
(assuming RACM)

Alternate Price: -----**\$184 Per ton**
(if can separated and treated and NON-Friable C&D)

Andrew Tifft

Demolition Project Manager/Estimator



114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Quote

Customer City of Middletown
16 James Street
Middletown NY 10940

Date 08/10/2022
Estimate # 3273

PO #:

Description	Unit	Quantity	Rate	Amount
- 21 Academy Ave.				
TAM Enterprises Inc. is pleased to quote the following:				
- Site clean up & hauling debris as ACM.				
Loading, hauling & disposal of ACM to approved disposal location.				
Clean up of site.				
For the sum of: \$220.00/ton	ton		220.000	
- Fill in basement using clean fill.				
For the sum of:		1.00	18800.000	18,800.00

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$18,800.00
Sales Tax:	0.00
Quote Total	\$18,800.00

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.com

No. 22-156

Proposal

Date 8/11/2022

Dan's Hauling & Demo, Inc.

PO Box 409

Phone (518) 438-9800

Wynantskill, NY 12198

Fax # (518) 438-9803

Proposal Submitted to:

Project Name & Location

City of Middletown

21 Academy Ave.
Middletown, NY

Fax:

Dan's Hauling is pleased to provide the following price quote:

Total

Controlled demolition and cleanup of friable waste from partially collapsed building - PER TON COST

355.00

- Includes cleanup and hauling of ACM debris

- Building approximately 240' x 40' in size

- Includes labor, equipment, trucking and tipping fees

- Includes prevailing wage rates

- Customer to provide condemnation letter. Price quote is based upon Dan's Hauling and NYSDOL acceptance of condemnation letter and Dan's Hauling and NYSDOL variance approvals

- Payment terms - Net/15

- Unless specified in proposal, the following are EXCLUDED: Foundation, slab or footing removals; tree removals; saw cutting; backfill; shoring or bracing; compaction; CFC removals; asbestos survey; asbestos abatement; air monitoring; lead testing; lead abatement; tank removal or remediation; lift work; removal of tires; sheet piles; topsoil & seed; rodent and pest inspection/control; permits; traffic control; patching or repair work; temporary chain link fence; temporary utilities; utility disconnects; hammering; excavation of any shale, hard pan or rock; hazardous waste remediation and/or disposal; asphalt removal or repair; sealing up of any openings or water tight barriers; variances; dewatering; engineering; NYSDOL notification fees; repairs to adjacent buildings.

Customer to provide water source.

Terms Negotiated Installment Pay...

Tax Exempt form to be provided by customer or add Sales Tax

Price quote based upon today's scrap market rates. Any increase in landfill or fuel rates after date of proposal will be an additional charge to Customer at market rates. All ferrous and non-ferrous scrap within the work area to become property of Dan's Hauling. Dan's Hauling will not be held responsible for any damage that may occur in the demolition area as well as the entrance to the demolition area due to access of the demolition equipment or the demolition process. Not responsible for time delays or damage due to poor weather conditions. All work will be performed in a timely workman-like manner. This proposal may be withdrawn if not accepted within 30 days.

Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimated price. Dan's Hauling reserves the right to place a lien on this property if necessary. If legal means are necessary to collect, customer agrees to pay all legal fees and associated collection charges. Dan's Hauling will only be responsible for the removal of the items listed in this proposal. The above price specification and conditions are satisfactory and are hereby accepted. Dan's Hauling is hereby authorized to perform the work as specified.

Date of Acceptance:

Signature:

Acceptance of Proposal

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 192-22

NAMES AYES NOES ABSTAIN ABSENT

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

Resolution authorizing a \$1,000,000 Budget Transfer to be used as temporary Seed Money in order to pay current invoices to WSP & future invoices for Boyce Excavating due to a back log from D.O.T. reimbursement

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a temporary borrowing of funds from the General Fund and authorizes the Treasurer to transfer funds in the following manner, to be used as temporary Seed Money in order to pay current invoices to WSP & future invoices for Boyce Excavating due to a back log from D.O.T. reimbursement. This money will be replenished once new borrowings are completed next month.

FROM	AMOUNT	TO
General Fund Balance	\$1,000.000.00	H.0908.900 Middletown Traffic Operations

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 15, 2022

To: Honorable Mayor DeStefano, Council President Rodrigues,
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: Traffic Operations Project. Cash Flow – Temporary Borrowing

We are requesting a temporary borrowing in the amount of \$1,000,000.00 from the General Fund Balance to be used as temporary Seed Money in order to pay current invoices to WSP & future invoices for Boyce Excavating due to a back log from D.O.T. reimbursement. This money will be replenished once new borrowings are completed next month.

FROM	AMOUNT	TO
1. General Fund Balance	\$1,000,000.00	H.0908.900 Middletown Traffic Operations

Thank you.

JT/el

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08.16.22

Index No: 195-22

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

**Resolution authorizing an agreement with CT Male for
Construction Administration and Observation**

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with CT Male in the amount of \$416,500 for construction administration and construction observation and testing for the Shawangunk Reservoir Rehabilitation project

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

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



August 5, 2022

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

Re: *Proposal for Construction Administration, Observation & Materials Testing Services
Shawangunk Lake Dam Rehabilitation
City of Middletown, New York*

Dear Mr. Tawil:

At your request, we have prepared this proposal to provide Construction Administration, Full Time Observation and Construction Materials Testing Services for the Shawangunk Lake Dam Rehabilitation project. The scope of services for Construction Administration, Observation and Testing are listed below:

Task 1: Bidding Assistance

To assist the City in putting the project out to bid and awarding the project the following will be performed:

- A bid advertisement will be prepared, and the City provided electronic construction drawings and documents for public bidding.
- Conduct Pre-Bid meeting with City and Contractors to review the project scope.
- Response to questions by prospective bidders during the bid phase.
- Addenda to the Contract documents will be prepared and distributed to parties listed in the bidders list.
- Attend bid opening, review Contractor bids, summarize results and provide recommendation for award
- Issuing Notice of Award on behalf of the City to the successful Contractor.

Task 2: Construction Administration Services

Construction administration services include assisting the City with administering the construction contract and coordinating pay applications. The construction administration fee has been calculated based on a (8) eight-month construction duration. It has been anticipated that construction administration will consist of (14) fourteen hours per week throughout construction phase. The following are the anticipated services for this task:

- Coordinating with the City and the Contractor to obtain signed agreements, insurance, and bonds.

C.T. MALE ASSOCIATES

August 5, 2022

Re: Proposal for Shawangunk Construction Observation, Administration, and Testing Services

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- Issuance of Notice to Proceed on behalf of the City to the successful Contractor.
- Scheduling and conducting a pre-construction meeting with the City and the Contractor.
- Scheduling and conducting monthly progress meetings with the Contractor.
- Receiving, reviewing and recommending progress payments to the City.
- Reviewing and administering change order claims with the City.
- Administering and reviewing submittals and shop drawings submitted by the Contractor for approval.
- Addressing deficiencies or issues in the work of the Contractor.
- Issuance of project closeout documentation.
- Certification of construction compliance to DEC Dam Safety.
- Preparation and submittal of record plans and letter of certification that the work has been performed in accordance with the contract documents as required by DEC Dam Safety.

Task 3: Construction Observation Services

The construction observation fee has been calculated based on a (8) eight-month construction duration. It has been anticipated that construction observation will consist of (50) fifty hours per week throughout construction phase. These services will include:

- Provide a construction observer to observe, document and monitor the contractor's work.
- Document that the contractor is using the approved products and materials.
- Document the amount and type of work completed by the contractor.
- Document the equipment and labor used by the contractor.
- Document issues and obstacles encountered by the contractor. Coordinate with the contractor's superintendent to monitor the progress of the work.
- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- Provide sufficient observation and documentation so the Engineer of Record can certify that the work has been completed in general conformance with the approved construction documents.
- Coordinate testing services on the project site.

Task 4: Construction Testing Services

Construction Testing Services will be provided by Atlantic Testing and Laboratories testing subconsultant. The construction testing services fee has been calculated based on a (8) eight-month construction duration. It has been anticipated that construction testing services will

C.T. MALE ASSOCIATES

August 5, 2022

Re: Proposal for Shawangunk Construction Observation, Administration, and Testing Services

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consist of approximately \$20,000 billed at the rates provided by the construction testing firm. The rates provided are attached to this proposal. These services will include:

- Provide compaction testing as outlined in the construction documents.
- Provide concrete testing as outlined in the construction documents.
- All laboratory testing and recording required for the field tests per the construction documents.

Task 5: Project Closeout, Record Drawings, and IMP Update

Upon project completion, C.T. Male will review all documents and confirm the project was constructed per the plans provided to the Division of Dam Safety. The plans will be updated to reflect any changes during construction to be incorporated into the record drawings on file for the project. The record drawings will be prepared and submitted to the City and the Division of Dam Safety for their records. The existing Inspection and Maintenance Plans will be revised and updated to include the maintenance items related to the proposed work.

C.T. Male will also prepare a certification of completeness to be submitted to the Division of Dam Safety confirming the project was completed per the contract documents.

Assumptions/Exclusions

In preparing the scope of work summarized above, certain assumptions have been made and require identification of work that has been excluded and would require a subsequent cost proposal should it be determined that the excluded work is required. These assumptions/exclusions are listed below:

- Use reasonable efforts to enforce the contractor to keep accurate field measurements and produce accurate "red-lined" record drawings.
- The contractor shall work diligently to give the on-site construction observer and Engineer of Record accurate schedule information and provide sufficient notice to coordinate testing activities.
- The fee has been based on the anticipation that the construction phase is 8 months. We have also anticipated that there will be a winter shutdown period with some construction happening in fall 2022 and the remaining in spring/summer 2023.
- Design revisions based on contractor submittals or change orders are not included in this fee.

C.T. MALE ASSOCIATES

August 5, 2022

Re: Proposal for Shawangunk Construction Observation, Administration, and Testing Services

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Proposed Fees

Please see below for an approximate total cost based on an eight (8)-month construction schedule or 175 Contractor working days. The total approximate construction observation cost is based on 5 days per week and 10-hour workdays and round-trip travel for observer. The total approximate construction administration cost is based on (14) fourteen hours/per week and travel for project meetings. The total approximate construction testing cost is \$20,000 and will be billed to the City per the rates in the provided rate table by Atlantic Testing. The construction administration and observation will be billed hourly, and the expenses will be billed direct.

Task 1: Bidding Assistance	Hourly/NTE	\$ 5,600.00
Task 2: Construction Administration Services	Hourly/NTE	\$ 81,000.00
Task 3: Construction Observation Services	Hourly/NTE	\$ 279,400.00
Task 4: Construction Testing Services (Subconsultant)	Estimated	\$ 20,000.00
Task 5: Project Closeout/Record Drawings/IMP	Hourly/NTE	\$ 11,500.00
Reimbursable Expenses (Mileage and Printing)	Estimated	\$ 19,000.00

Total Estimated Fee **\$ 416,500.00**

Again, thank you for requesting this proposal from C.T. Male Associates. Should you have any questions regarding this proposal, please do not hesitate to contract me directly at 518.321.6327 or k.dufek@ctmale.com.

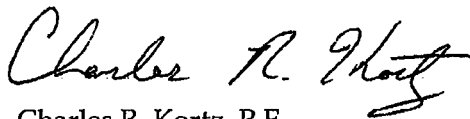
Sincerely,

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.



Kevin Dufek
Project Manager



Charles R. Kortz, P.E.
Vice President

Attachment



ATLANTIC TESTING LABORATORIES

WBE certified company

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845-691-6098 (T)
atlantictesting.com

August 5, 2022

C.T. Male Associates, D.P.C.
50 Century Hill Drive
Latham, New York 12110

Telephone: 518-7867400
Email: k.dufek@ctmale.com

Attn: Kevin Dufek
Civil Engineering/Project Coordinator

Re: Construction Materials Engineering and Testing Services
Shawangunk Reservoir Structure Rehabilitation
Middletown, New York
ATL No. PT998-1660-08-22

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ♦ Scope of Services
- ♦ Fee Schedule
- ♦ AGREEMENT for Construction Materials Engineering and Testing Services
- ♦ Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Dylan E. Snyder
Operations Manager

DES/amd

Enclosures

SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS

ENGINEERING AND TESTING

Shawangunk Reservoir Structure Rehabilitation Middletown, Orange County, New York

Based on information provided to ATL by representatives of C.T. Male Associates, D.P.C., it is our understanding that the project consists of rehabilitation to the Shawangunk Reservoir structures. It is further understood that the project is scheduled for the time period of September 1, 2022 through May 31, 2022.

The following Scope of Services for providing Construction Materials Engineering and Testing services is based on PROJECT plans provided by CLIENT.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a **Technician** to perform the following field testing of fill materials:

- ♦ ASTM D 75: Practice for Sampling Aggregates
- ♦ ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ♦ ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ♦ ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

2. Concrete:

Provide a **Technician** to perform the following field tests of freshly mixed concrete:

- ♦ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ♦ ASTM C 143: Slump of Hydraulic Cement Concrete
- ♦ ASTM C 172: Sampling Freshly Mixed Concrete
- ♦ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ♦ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- ♦ Report quantity of fresh concrete tested and test results

B. Laboratory Services:

1. Soil:

- ♦ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ♦ ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort

2. Concrete and Aggregate:

- ♦ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ♦ ASTM C 117: Material Finer than 75µm (#200) Sieve in Mineral Aggregates by Washing
- ♦ ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a **Project Manager** to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
 - ♦ Review test data generated by ATL.
 - ♦ Attend project meetings as directed by CLIENT.
 - ♦ Prepare and distribute reports. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, approved material submittals, and other applicable documents.
2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

The Scope of Services outlined above does not meet the requirements for Special Inspection contained in the Building Code applicable to the project. A Scope of Services to meet these requirements can be provided upon request.

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing, and hold cylinders upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Project Manager		\$105.00 / Hour	
Technician - Soil and Concrete		\$456.00 / Day	
Technician - Soil and Concrete		\$290.00 / Half Day	
Laboratory Testing			
ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)		\$16.00 / Cylinder	
ASTM C 117: Material Finer than 75 mm (#200 sieve) in Mineral Aggregates by Washing		\$35.00 / Test	
ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates		\$70.00 / Test	
ASTM D 698: Laboratory Compaction Standard Effort		\$130.00 / Test	
ASTM D 422: Particle-Size Analysis without Hydrometer		\$105.00 / Test	
Miscellaneous			
Density Meter		\$65.00 / Day	
Sample Pickup - When no other services are performed		\$180.00 / Trip	
Travel - Includes Labor and Mileage		\$150.00 / Trip	

NOTES TO THE FEE SCHEDULE

The Unit Fees are valid through August 31, 2023. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

As used in this schedule:

A standard day is defined as time on-site during a 4- to 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge is inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

AGREEMENT

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This AGREEMENT is by and between

C.T. Male Associates, D.P.C.
50 Century Hill Drive
Latham, New York 12110

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Shawangunk Reservoir Structure Rehabilitation
Various Locations
Middletown, Orange County, New York

- B. **SERVICES:** ATL will provide Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.
- C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.
- F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

C.T. Male Associates, D.P.C.

Signature

Marijean B. Remington, CEO
Printed Name and Title

Date

Signature

Printed Name and Title

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for

unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

17. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald.

Date of Adoption 08.16.22

Index No: LL#6 of 2022

NAMES	AYES	NOES	ABSTAIN	ABSENT
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Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

LOCAL LAW #6 OF 2022

**A LOCAL LAW UPDATING THE COMMISSIONER OF ASSESSMENT CHARTER
PROVISIONS**

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN
AS FOLLOWS:

Section 1. Purpose of this Enactment.

The purpose of this enactment is to update the Charter provisions applicable to the office of the City Commissioner of Assessment and Taxation.

Section 2. Section 11 of the Charter of the City of Middletown is hereby amended to read as follows:

§11. All officers elected or appointed under this Charter, except Mayor, Aldermen, City Judge, Chief of Police, Corporation Counsel, Commissioner of Public Works, Deputy Commissioners of Public Works, Commissioner of Assessment and Taxation, City Clerk, Registrar and Clerk of the Common Council, Treasurer, Members of the Board of Health and Civil Service employees, shall hold offices for one (1) year, and until their successors shall qualify.

Section 3. Section 59 of the Charter of the City of Middletown is hereby amended to read as follows:

§ 59. The Commissioner of Assessment and Taxation shall be a full-time employee of the City of Middletown and shall serve a six (6) year term pursuant to the provisions of Section 310 of the New York Real Property Tax Law. The Commissioner shall be the head of the Department of Assessment and Taxation. He or she may appoint and for cause remove such employees as he/she deems necessary for the proper conduct of the business of his/her office, provided that the position has been authorized and the salary thereof fixed by the Board of Estimate and Apportionment. The Commissioner shall possess all the powers conferred upon, be subject to all the obligations imposed upon and perform all the duties pertaining to the office of assessor in the towns of this State, except as otherwise provided by law. He/She shall value all real estate in the City on one common and general principle of valuation which shall apply to all real estate assessed within the City, including improved and unimproved property. In the case of improved property the land shall be valued separately by the Commissioner and such separate valuation and the aggregate valuation of the whole property shall be entered and appear in separate columns upon the assessment roll. When there are two or more houses on one lot, the valuation of each shall be shown. The Commissioner shall keep a record of all transfers of real estate in the city. He/She shall assess the value of personal property in the name of the owner thereof. He/She shall continuously revise and correct the assessment map. He/She shall keep an accurate index of the assessment roll as the same appears from year to year and shall note thereon the changes in the assessments as the same are made with the dates thereof. He/She shall publish and issue prior to grievance day each year in pamphlet form for general distribution the assessment-roll as completed by him/her showing a tabulated comparison with the assessments of the two preceding years. But no error in such pamphlet shall invalidate any assessment or tax levied thereunder.

Section 3. Severability.

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Local Law.

Section 4. Effective Date.

This Local Law shall be effective upon filing with the Secretary of State.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. XXXXXXXXXXXXX

Date of Adoption 08.01.22

Index No: Introduction of LL#6 of 2022

NAMES AYES NOES ABSTAIN ABSENT

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

LOCAL LAW #6 OF 2022

**A LOCAL LAW UPDATING THE COMMISSIONER OF ASSESSMENT CHARTER
PROVISIONS**

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN
AS FOLLOWS:

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