CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
FEBRUARY 16, 2021

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL (COUNCIL CLERK)

3. APPROVAL OF MINUTES (NOTHING THIS EVENING)

4. CORRESPONDENCE, COMMUNICATIONS 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
   - Public Hearing for proposed revising of Chapter 475 Zoning, Subsection B of Home Occupation of Section 475-4.

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 to authorize the Treasurer to transfer $1,000.00 within the 2021 DPW budget to cover the additional charge for a Dump Truck/Excavator.
    - Resolution to authorize the Mayor to sign a contract with the Port Jervis Humane Society for services during 2021, with no change from last year.
    - Resolution to approve and authorizes the Mayor to sign a proposal with JCO for professional services and act as chief operator of the Water Treatment Plant for one year ending 2021.
    - Resolution to approve an agreement and authorize the Mayor to sign an agreement with JCO to provide management services and act as a chief operator of the Wastewater Treatment Plant.
    - Resolution to amendment the City Code to make it clear that the sale of retail goods is not an allowable home occupation in the City of Middletown.
    - Resolution to authorize the Treasurer to transfer $300.00 within the Community Development Department 2021 budget.

- Resolution to accept DASNY Grant # 24190 for the amount of $250,000.00 for the construction of the pavilion in Erie Way Park secured by Assemblywoman Gunther.
- Resolution to authorize the City Treasurer to transfer $82,812.00 within the 2021 City budget to reflect change in Police Contract.
- Resolution to authorize the City Treasurer to transfer $15,980.00 from the Sewer Fund Balance to cover additional work that was ordered by the consultant for the Orange County Heritage Trail Extension.
- Resolution to authorize the City Treasurer to approve a proposal made by Saga P. Conboy, Claims Specialist from NEAMI to settle 14 cases of Workman Comp issues.
- Resolution to amend Resolution, #160-20, to authorize the Treasurer to transfer an additional $90,000.00 from the Water Fund Balance to Purchase of Land Water Fund and authorize the Treasurer to appropriate the funds necessary to pay the purchase price of $500,000.00 in order to close on the subject property.
- Resolution to concur with the Mayor's reappointment of Dave Madden and Andrew Britto to the Industrial Development Agency.
- Resolution to concur with the Mayor's reappointment of Anna Madden and Alvaro Garcia to the Architectural Review Board.
- Resolution to award the bids for both W. Main St and Grant St Culverts.

13. LOCAL LAWS (NOTHING THIS EVENING)

14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)

15. ADJOURNMENT

The agenda is tentative and established on all accessible information at this time.
Items may be eliminated at any time. Resolutions are added on an emergency basis.

CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Middletown will hold a public hearing on Tuesday, February 16, 2021 on or as near to 8:00 .m. as possible, Common Council Chambers, 2nd floor, 16 James Street, to hear any and all persons wishing to be heard on the proposed revising to Chapter 475 Zoning, Subsection B of Home Occupation of Section 475-4, Definitions.

Any and all persons wishing to be heard will be given an opportunity to speak either for or against the proposed revising of the Zoning Code.

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

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

In order to ensure the health, safety and welfare of the City residents the Council will not have the public at this public hearing but will be televised live on Channel 20. Members of the public may also access the meeting to give comments by clicking on the link below and register for the meeting:

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

PLEASE TAKE FURTHER NOTICE that the public hearing is being held in accordance with the New York State Public Officers Law and Executive order 202.1 ("EO 202.1") issued on March 12, 2020, by New Sate Governor Andrew Cuomo, which suspended Article 7 of the Public Officers Law, to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meeting to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and late transcribed, etc.

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

Accordingly, NO IN-PERSON ATTENDANCE IS PERMITTED FOR THE MEETING. Public comment shall be permitted and all person participating shall be entitled to be heard. Please note that all meetings will be recorded.

By the order of the Common Council.

John C. Naumchik
Clerk of the Common Council

Publish: 2/4/21 & 2/5/21
City Website

WHEREAS, the Mayor and Corporation Counsel have requested an amendment to make it clear that the sale of retail goods is not an allowable home occupation in the City of Middletown.

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 revising Subsection B of Home Occupation of Section 475.4, Definitions, to read as follows:

HOME OCCUPATION

B.

In particular, "home occupation" includes, but is not limited to, the following: dressmaking, professional office of an author, clergy, lawyer, engineer, accountant, architect, or real estate broker, and teaching, with musical instruction limited to a single pupil at a time. However, "home occupation" shall not be interpreted to include any of the following: professional office of a physician, dentist, osteopath, chiropractor, optometrist, acupuncturist, medical or healing arts practitioner or insurance broker or adjuster, clinics, hospitals, barbershops and beauty parlors, commercial stables and commercial kennels, retail business sales, restaurants, tearooms, day nurseries, tourist homes, animal hospitals, or any similar uses.

Section 2 - This ordinance shall take effect immediately.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer $1,000.00 within the 2021 DPW budget to cover the additional charge for a Dump Truck/Excavator in the following manner:

FROM	AMOUNT	TO
G.8130.200		H.0982.200
OTHER EQUIPMENT	$1,000.00	DUMP TRUCK/EXCAVATOR

John Naumchik

From: Donald Paris
Sent: Monday, February 8, 2021 8:16 AM
To: John Naumchik
Subject: FW: PO #20200826

Donald J. Paris
Treasurer
(845) 346-4153
(845) 343-1101 Fax
dparis@Middletown-NY.com

RECEIVED
FEB 0 8 2021
City Clerk
City of Middletown

From: Erica Letos
Sent: Friday, February 5, 2021 11:34 AM
To: Donald Paris <dparis@middletown-ny.com>
Cc: Kelly Connolly <kconnolly@middletown-ny.com>
Subject: PO #20200826

Hi Don,

Kelly fixed voucher 20210667and it over drafted account H.0982.200 for me. I will need to transfer $1,000.00 out of line G.8130.200 to cover the additional charge. Please advise if you need any additional information.

Transfer of:

G.8130.200	to	H.0982.200
OTHER EQUIPMENT		DUMP TRUCK/EXCAVATOR

Erica Letos | Principal Clerk
Department of Public Works
16 James Street
Middletown, NY 10940
Telephone #845-343-3169
Fax #845-343-4014
www.middletown-ny.com

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

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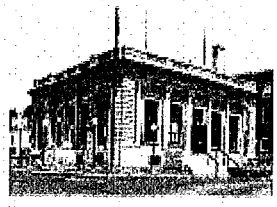
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached contract with the Port Jervis Humane Society for services during 2021, with no change from last year.

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

February 10, 2021

RECEIVED
FEB 11 2021
City Clerk
City of Middletown

Mr. John Naumchik
Clerk of the Common Council
Members of the Board of Estimate
Mayor Joseph DeStefano
City of Middletown
City Hall
16 James Street
Middletown, New York 10940

Dear Mr. Naumchik and Members of the Board of Estimate,

Attached please find the agreement between the Humane Society of Port Jervis/Deerpark, Inc. and the City of Middletown for the period of January 1, 2021 through December 31, 2021.

Please be kind enough to prepare a resolution authorizing the Mayor to sign the agreement.

Once the contract is signed, please return the original to us for forwarding to the Humane Society of Port Jervis/Deerpark.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure

JE:ccd

RECEIVED
FEB 0 2 2021
City Clerk
City of Middletown

AGREEMENT

THIS AGREEMENT made this __1____ day of January_____, 2021____ pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the __City of Middletown____, a municipal corporation organized under the laws of the State of New York, party of the first part, address: __16 James Street, Middletown, NY 10940_ (hereinafter referred to as the "City," and The Humane Society of Port Jervis/Deerpark, Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Law of the State of New York, and having its office and principal place of business at 202 Route 209, Port Jervis, New York, 12771, party of the second part (hereinafter referred to as the "Society").

WITNESSETH:

WHEREAS, The Society owns and operates a shelter for the care of dogs and the City requires a facility suitable for such shelter and care, and

WHEREAS, the City desires to utilize the services of the Society and access to said shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Society and the City do hereby agree as follows:

- The Society shall act as a secondary shelter for dogs seized within the City by an authorized Dog Control Officer in accordance with Article 7 of the Agriculture and Markets Law. The Society's duties with respect to said dogs shall be performed at the cost and expense of the Society and are as follows:
    - To properly shelter, care, feed, and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
    - To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
    - To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period if at the end of the appropriate redemption period, said dog has not been redeemed by its owner, provided that the dog's temperament and health makes it suitable for adoption, which is to be determined solely by the Society's Director.
    - To determine that the appropriate license has been issued and the appropriate fees paid to the City before the dog is released to the owner. The Society shall have no obligation to return the dog to the owner until satisfactory proof of such has been provided to the Society.
    - Any sick or injured animal picked up by the Dog Control Officer shall receive appropriate veterinarian care prior to delivery to the shelter. At the time of delivery to the shelter, the Dog Control Officer shall provide

the shelter, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication to treat the dog. Any subsequent additional expense related to the dog shall be billed directly to the City.

- To arrange for a veterinarian or a New York State Licensed technician to humanely euthanize any dog for which euthanasia is necessary and legally authorized, and to arrange for the cremation of any dogs so euthanized.

- To prepare, retain, and make available to the City complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.

- The Society shall **NOT** accept for impoundment any dogs which:

  - Are in need of veterinary services, except in accordance with paragraph 1(e), or

  - Are not accompanied by the appropriate Dog Control Officer's seizure report

  - It does not have room to house within the shelter.

- The Society shall accept from the City Dog Control Officer(s) any homeless stray and

- abandoned which are picked up by the Dog control Officer(s) in the City. The Society will allow the Dog Control Officer(s) of the City access to its shelter at reasonable times.

- In consideration for the above mentioned services, the City shall remit to the Society, within 20 days after the Town Board has audited and approved for payment the Society's voucher, the sum of **$ 250.00 per dog** to be paid quarterly.

- Nothing contained herein shall limit the Society's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Society in providing pound and shelter for any City dogs.

Nothing contained herein shall limit the City's rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover the owner of any dog delivered by the City to the Society's shelter any fees, charges or outstanding fines or penalties owned by such owner of the City.

Nothing herein shall obligate the City to deliver to the Society any minimum number of dogs or all of the dogs seized in the City by the City Dog Control Officer(s).

- The term of this agreement is from __January 1, 2021_ through __December 31, 2021_, unless earlier terminated pursuant to the provisions of paragraph 8. In the event that the parties fail to fully renew this Agreement upon the termination of the same, this Agreement shall be deemed to be self-perpetuating, unless the same is formally terminated as hereinbefore provided by either party.

- The Society shall not commence services under this contract unless it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

    - **Compensation Insurance** – The Society shall take out and maintain during the life of this contract, Workers' compensation insurance for its employees to be assigned to the work hereunder.

    - **General Liability and Property Damage Insurance** – The Society shall take out and maintain during the life of this contract, such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows: **(See attached Certificate of Insurance).**

    - The Society shall furnish the above insurances to the City and shall also name the City as an additional named insured in said policies.

    - Any significant incident involving a dog after it has been delivered to the shelter shall be reported to the Office of the Supervisor/Mayor of the City as soon as possible and not later than twenty-four hours from the time of such incident. A detailed written report must be submitted to the City as soon thereafter as possible but not later than three (3) days after the date of such incident.

- The City shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:
    - The Society is adjudged bankrupt or makes an assignment for the benefit of creditors; or
    - A receiver or liquidator is appointed for the Society or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days, or
    - The Society fails or refuses to comply with all applicable laws or ordinances; or
    - The Society is guilty of substantial violation of any provision of this contract;
    - In any event, either party, may, without prejudice to any other rights or remedy it may have, within fourteen (14) days written notice to the other party, terminate this Agreement.
- The Society shall have the right to ease performing or terminate the contract if the City is guilty of a substantial violation of any provisions of this contract.
- It is hereby mutually covenanted and agreed that the relation of the Society to the services to be performed by it under this contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Society, its agents, or employees have been negligent. The Society shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Society shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. The Society shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances.
- The Society agrees to defend, indemnify and save the City, its officers, agents and employees, harmless from any and all liability imposed on the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Society, and the City agrees to defend, indemnify and save the Society, its officers agents and employees, harmless from any and all liability imposed on the Society, its officers agents and/or employees arising from the negligence,

active or passive, of the City.

- In accordance with the provisions of Section 109 of the General Municipal Law, the Society is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the City.

- Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this contract shall be physically amended to make such insertion. In particular, the Society shall, amongst other things, fully comply with:

    - Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.

    - Affirmative action as required by the Labor law.

- Should any dispute arise between the City and the Society regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in a manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

- The Supervisor/Mayor has executed this agreement pursuant to a resolution adopted by the Town Board of __City of Middletown___, at a meeting thereof held on _____.

The Supervisor/Mayor of _City of Middletown____, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the City. The Society represents that the officer of the Society, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Society. The instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the

City Clerk.

- Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: ___City of Middletown_____

___16 James St._____

___Middletown, NY_____

___10940_____

To: The Humane Society of Port Jervis/Deerpark, Inc.

202 Route 209

Port Jervis, New York 12771

- No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

- This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

- This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the ___City of Middletown Clerk__ has caused its corporate seal to be affixed hereto and these present to be signed by _____, its Supervisor/Mayor duly authorized to do so, and to be attested by _____, Clerk of ___City of Middletown__, and the Society has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(Seal of the City)

_____

_____

Supervisor/Mayor

Attest:

_____

City Clerk

THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.

Attest:

Debra Cassara

President

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to hereby approve and authorizes the Mayor to sign a proposal with JCO for professional services and act as chief operator of the Water Treatment Plant for one year ending 2021 with the same amount of $8,750.00 per month since 2011.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
FEB 0 3 2021
City Clerk
City of Middletown

Date: January 25, 2021
To: Honorable Mayor DeStefano, Honorable Members of the Board of Estimate and Apportionment, Members of the Common Council, Don Paris, Treasurer, John Naumchik, City Clerk
From: Jacob Tawil, Commissioner of Public Works JT
Re : City of Middletown, WTP, Professional Services JCO

The City of Middletown has used the professional services of JCO, Inc. since 2011 to provide the management services and act as a chief operator of the Water Treatment Plant.

JCO, Inc. is intimately familiar with the operation of the plant and based on that experience, we are satisfied with JCO, Inc.'s performance.

It should be noted that JCO has not raised their monthly fees since their initial professional engagement with the City in 2011.

I am requesting that the Board of Estimate and Apportionment approve the enclosed proposal for professional services from JCO, Inc. for one year ending on 12/31/2021 for the amount of $8,750.00 per month.

Thank you.

JT/kg

JCO, INC.
AN ENVIRONMENTAL SERVICES GROUP

P.O. BOX 616 110 SULLIVAN STREET
WURTSBORO, NY 12790
(845) 888-5755

January 5th, 2021

Jacob S. Tawil, P.E.
Commissioner of Public Works
Department of Public Works
City of Middletown
16 James Street
Middletown, NY 10940

RECEIVED
FEB 03 2021
City Clerk
City of Middletown

RE: City of Middletown
Water Treatment Systems
Professional Management Services

Dear Mr. Tawil:

JCO, Inc. is pleased to announce that as of 1/5/21, we have completed TEN years of providing management services to the City of Middletown water production systems.

During this time, JCO feels that we have demonstrated our expertise, dependability and loyalty to the City of Middletown.

As you know, the cost of doing business continues to climb in these tough economic times.

JCO is happy to inform you that once again, we are able to continue providing our services at our present rate without an increase for the next year. This will be our tenth year of providing services with no cost increases.

If you have any questions and/or comments regarding this matter, please feel free to give me a call.

Respectfully,

Jeffrey J. Rysinger
President

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

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Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve an agreement and authorize the Mayor to sign the attached agreement with JCO to provide the management services and act as a chief operator of the Wastewater Treatment Plant. This includes providing full time licensed and qualified operators at the WWTP for one year ending on 3/7/22 for the amount of $21,000.00 per month.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
FEB 0 8 2021
City Clerk
City of Middletown

Date: January 28, 2021
To: Honorable Mayor DeStefano, Honorable Members of the Board of Estimate and Apportionment, Members of the Common Council, Don Paris, Treasurer, John Naumchik, City Clerk
From: Jacob Tawil, Commissioner of Public Works
Re : City of Middletown, WWTP, Professional Services JCO

The City of Middletown has used the professional services of JCO, Inc. since 2018 to provide the management services and act as a chief operator of the Wastewater Treatment Plant. This also includes providing full time licensed and qualified operators at the WWTP.

JCO, Inc. is intimately familiar with the operation of the plant and based on that experience, we are satisfied with JCO, Inc.'s performance.

I am requesting that the Board of Estimate and Apportionment approve the enclosed proposal for professional services from JCO, Inc. for one year ending on 3/7/2022 for the amount of $21,000.00 per month. This covers full time licensed operator and 4A Chief Operator services. Please note that JCO has not increased their cost.

Thank you.

JT/kg

ENVIRONMENTAL
SERVICES

January 21st, 2021

Jacob S. Tawil, P.E.
Commissioner of Public Works
Department of Public Works
City of Middletown
16 James Street
Middletown, NY 10940

RE: City of Middletown
Wastewater Treatment System
Professional Management Services

Dear Mr. Tawil:

JCO, Inc. is pleased to announce that as of 3/7/21, we will have completed THREE years of providing management services to the City of Middletown wastewater Treatment system.

During this time, JCO feels that we have demonstrated our expertise, dependability and loyalty to the City of Middletown.

As you know, the cost of doing business continues to climb in these tough economic times.

JCO is happy to inform you that once again, we are able to continue providing our services at our present rate without an increase for the next year.

If you have any questions and/or comments regarding this matter, please feel free to give me a call.

Respectfully,

Jeffrey J. Rysinger
President

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

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Sec'd by Ald. _____

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TOTAL				

WHEREAS, the Mayor and Corporation Counsel have requested an amendment to make it clear that the sale of retail goods is not an allowable home occupation in the City of Middletown.

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 revising Subsection B of Home Occupation of Section 475.4, Definitions, to read as follows:

HOME OCCUPATION

B.

In particular, "home occupation" includes, but is not limited to, the following: dressmaking, professional office of an author, clergy, lawyer, engineer, accountant, architect, or real estate broker, and teaching, with musical instruction limited to a single pupil at a time. However, "home occupation" shall not be interpreted to include any of the following: professional office of a physician, dentist, osteopath, chiropractor, optometrist, acupuncturist, medical or healing arts practitioner or insurance broker or adjuster, clinics, hospitals, barbershops and beauty parlors, commercial stables and commercial kennels, retail business sales, restaurants, tearooms, day nurseries, tourist homes, animal hospitals, or any similar uses.

Section 2 - This ordinance shall take effect immediately.

WHEREAS, the Mayor and Corporation Counsel have requested an amendment to make it clear that the sale of retail goods is not an allowable home occupation in the City of Middletown.

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

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HOME OCCUPATION

B.

In particular, "home occupation" includes, but is not limited to, the following: dressmaking, professional office of an author, clergy, lawyer, engineer, accountant, architect, or real estate broker, and teaching, with musical instruction limited to a single pupil at a time. However, "home occupation" shall not be interpreted to include any of the following: professional office of a physician, dentist, osteopath, chiropractor, optometrist, acupuncturist, medical or healing arts practitioner or insurance broker or adjuster, clinics, hospitals, barbershops and beauty parlors, commercial stables and commercial kennels, retail business sales, restaurants, tearooms, day nurseries, tourist homes, animal hospitals, or any similar uses.

Section 2 - This ordinance shall take effect immediately.

RECEIVED

FEB 11 2021

City Clerk
City of Middletown

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer $300.00 within the Community Development Department 2021 budget for disability in the following manner:

FROM	AMOUNT	TO
CD 8686.495 Misc.	$300.00	CD 8686.893 Disability

CITY OF MIDDLETOWN
Office of Economic & Community Development

February 9, 2021

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

RE: Office of Community Development/Dept 8686

Dear Members:

I am requesting a budget transfers within the Community Development Department.

FROM	AMOUNT	TO
CD 8686.495	**$300.00**	**CD 8686.893**
Misc.		**Disability**

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

WHEREAS; the City has been awarded a grant which will be applied for the construction of the pavilion in Erie Way Park secured by Assemblywoman Gunther.

SO LET IT BE RESOLVED ; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to accept DASNY Grant # 24190 for the amount of $250,000.00 and to authorize the Mayor, as the sole signatory, to sign any and all documents pertaining to this grant.

LET IT BE FURTER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the City Treasurer to establish a grant line to accept the funds in the amount of $250,000.00.

CITY OF MIDDLETOWN
Office of Economic & Community Development

February 9, 2021

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

RE: DASNY Grant #24190

Dear Members:

I am requesting to accept DASNY Grant # 24190 for the amount of $250,000.00 and to authorize the Mayor, as the sole signatory, to sign any and all documents pertaining to this grant. This grant will be applied for the construction of the pavilion in Erie Way Park. This grant was secured by Assemblywoman Gunther.

Also, please authorize the City Treasurer to establish a grant line to accept the funds in the amount of $250,000.00.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the City Treasurer to transfer $82,812.00 within the 2021 City budget to reflect change in Police Contract in the following manner:

FROM:	**AMOUNT:**	**TO:**
A.9000.890	82,812.00	A.9000.889
Welfare Fund Ins.		Dental/Optical Inc.

FROM THE OFFICE OF THE
CITY TREASURER
CITY OF MIDDLETOWN NY
WWW.MIDDLETOWN-NY.COM
Email: jgallo@middletown-ny.com

MEMO TO: Board of Estimate & Apportionment
FROM: Janet E. Gallo, Deputy City Treasurer
DATE: February 9, 2021
SUBJECT: Budget Transfer

I respectfully request the following budget transfer:

FROM:	**AMOUNT:**	**TO:**
A.9000.890 Welfare Fund Ins.	82,812.00	A.9000.889 Dental/Optical Inc.

This transfer is to reflect change in Police Contract.

16 James Street
Middletown, NY 10940

Phone 845-346-4155
Fax 845-343-1101

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the City Treasurer to transfer $15,980.00 from the Sewer Fund Balance to cover additional work that was ordered by the consultant for the Orange County Heritage Trail Extension for the installation of a 60 inch sleeve under Dolsontown Road as per the attached in the following manner:

FROM	AMOUNT	TO
Sewer Fund Balance	$15,980.00	G.8110.400 Contractual Services

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: February 9, 2021
To: Honorable Members of the Board of Estimate and Apportionment
Cc: Don Paris-Treasurer
John Naumchik, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

RECEIVED
FEB 0 9 2021
City Clerk
City of Middletown

Requested Transfers

We are requesting transfer of funds in the amount of $15,980.00 needed to cover additional work that was ordered by the consultant for the Orange County Heritage Trail Extension for the installation of a 60 inch sleeve under Dolsontown Road. This work was previously approved by the council on February 18th 2020, Resolution 45-20 in the amount of $77,900.00. Please see attached Resolution and detailed documentation for this transfer.

The casing sleeve will be utilized in the future when time comes to replace City Outfall Sewer from the city WWTP to Wallkill River.

FROM	AMOUNT	TO
1. Fund Balance - Sewer	$15,980.00	G.8110.400 Contractual Services

Thank you.

PIN 8755.98 – Punch list items

- Witness post for City sewer was taken down/knocked over during the course of work. Re-establish existing sign at sewer manhole (STA. 76+40, LT).
- Post for wood fence over culvert at approximate STA. 82+10, LT dropped.
- Witness post for City sewer was taken down/knocked over during the course of work. Re-establish existing sign at sewer manhole (STA. 89+60, RT).
- Silt fence above storm drains at Bridge 3 on beginning and end side can be removed. Disturbances associated with removal should be stabilized.
- Remove any remaining form work at Bridge 3.
- Grout any remaining pick holes in the culvert at Bridge 3.
- Electrical work at Bridge 3 including overhead lighting, conduits, wiring, meter box and connection to utility pole needs to be completed.
- Witness post for City sewer was taken down/knocked over during the course of work. Re-establish existing sign at sewer manhole (STA. 95+45, RT).
- Yaboo still needs to install bicycle railing at Bridge 4.
- After Yaboo installs bicycle railing at Bridge 4, remove tie off cables, any remaining temporary wooden railing and plywood overhang off deck.
- Remove any miscellaneous construction debris under Bridge 4.
- Remove silt fence right side at end of Bridge 4.
- Guide rail end piece on McVeigh Road should have a curved piece flaring away from pavement edge.
- Establish turf at end side of Bridge 4.
- Witness post for City sewer was taken down/knocked over during the course of work. Re-establish existing sign at sewer manhole (STA. 123+45, LT).
- Witness post for City sewer was taken down/knocked over during the course of work. Re-establish existing sign at sewer manhole (STA. 126+75, LT).
- TRAIL X-ING sign at CR 50 crossing at approximate STA. 156+30, RT is masked by utility pole.
- Yaboo needs to complete bicycle railing at Bridge 5. Temporary wooden railing should be removed after bicycle railing is completed.
- Tie off cables at Bridge 5 need to be removed.
- Remove any miscellaneous construction debris under Bridge 5.
- Patch asphalt around bicycle railing posts at Bridge 5.
- Remove silt fence at toe of slope approximate STA. 195+50 to 198+00, LT.
- Remove small pile of railroad ties on right side of trail at approximate STA. 200+75.
- Last section of mesh still needs to be installed at all four quadrants of Bridge 6.
- Remove any miscellaneous construction debris under Bridge 6.
- Patch asphalt around bicycle railing posts at Bridge 6.
- Tie off cables at Bridge 6 need to be removed.
- Last section of mesh still needs to be installed at all four quadrants of Bridge 7.

- Remove any miscellaneous construction debris under Bridge 7 (asphalt waste on beginning side).
- Remove asphalt debris on left side of trail approximate STA. 223+00.
- General comments for Yaboo – They need to clean plastic up plastic that wraps their rail pieces at all locations. They also need to touch up scratched rail at all bridge locations.
- Keys for weather tight padlock as noted on DWG. NO. MSD-01 for vehicle barrier gates can be turned over to me.
- The drainage structure at Palmer Avenue is 7' deep from grate to sump. Drainage structures over 4' should include steps for future maintenance. We can discuss on Thursday.
- Complete establishing turf as requested in previous email.

In my walk thru today it appears that most comments have been relayed from Jim and your crews have been addressing the majority of these items. Some have surely already been addressed. I included all comments from Jim so I have a complete list.

HVEA Engineers

Daily Report

PIN 8755.98-Orange County Heritage Trail Extension, Segment 2

Description	The items of work under this Contract include, but are not necessarily limited to the following: Grading and paving a 10 foot-wide shared-use path, minor steel and concrete repair of4 existing steel railroad bridges, construction of cast-in-place concrete decks on the existing 4 railroad bridges, installation of bicycle/pedestrian railing and a pre-cast concrete box culvert, construction of two bridges to carry the trail over City streets, minor roadway paving, sawcutting, guide rail installation, drainage work, signing and striping.
Report Date	04/09/2020
Prime Contractor	New Century Construction, LLC 11 Arch Street WATERVLIET, NY 12189
Status	Final
Weather	cloudy
Temperature	39° to 52°
Created By	jim partington on 04/09/2020 06:49 AM EDT
Revised By	Jason Smith on 04/20/2020 01:42 PM EDT
Approved By	Jason Smith on 04/20/2020 01:42 PM EDT
Remarks	**NCC- Prime** **crew worked on 15" poly pipe crossing at Palmer Ave. - See Tom C report** **Item 209.13- Silt fence** crew installed silt fence along rail trail from 94+00 to 102+00, Rt - 800 Rt Payment 75% on install- 600 Lf withholding 25% upon removal - 200 Lt **Item 206.05 - Test Pit Excavation** Bridge #3- Dolsontown Rd Box culvert- crew excavated to expose in both locations ,existing sewer line running along side of proposed box culvert. Chris from City of Middletown water dept. was onsite along with NCC survey Dan Slipka, who shot elevations and offsets of existing line. Dan will comply the information and give to Jay Smith of HVEA for records Sta 94+00+/-, 15'Rt - 1 Ea. Sta.92+50+/-, 15'Rt - 1 Ea.

M. P. & T.

Crew worked of the roadway

Personnel

Crew #1 – New Century Construction, LLC

Foreman (1)	8.00 hours
Laborer (1)	8.00 hours
Operator (1)	8.00 hours

1 crew

Equipment

Description	Active	Idle	Comments	Contractor
cat TL 1255D				New Century Construction, LLC
Cat 330F				New Century Construction, LLC
Cat 305 CCR	1 (8.00 hours)			New Century Construction, LLC
Cat 335 F				New Century Construction, LLC
Air Compressor				New Century Construction, LLC
Sakia vib roller				New Century Construction, LLC
Cat 725 dump				New Century Construction, LLC
cat 930 loader				New Century Construction, LLC
Bandit Model 250 XP Wood Chipper				New Century Construction, LLC

9 equipment

Item Postings

Line Number	Item ID	Unit	Unit Price	Quantity Placed	Posted Amount
Section: 1 - Description					
0130	206.05	EACH	$600.000	2.000	$1,200.00

TEST PIT EXCAVATION

Contractor: New Century Construction, LLC

Location: Sta. 92+50, 15Rt Sta. 94+00, 15Rt

Remarks: test pits for existing sewer line at Dolsontown Rd Bridge #3

Line Number	Item ID	Unit	Unit Price	Quantity Placed	Posted Amount
0220	209.13	LF	$3.000	600.000	$1,800.00

SILT FENCE-TEMPORARY

Contractor: New Century Construction, LLC

Location: Sta 94+00 to 102+00+/-, Rt side

Remarks: Payment 75% 600 Lf installed payment 25% 200 Lf removal

Material	Unit	Quantity Used
Geotextile MF-W (Item Unit: LF); 737-0103 - Approved List	LF	600.000
Geotextile MF-W (Item Unit: LF); 737-0103 - Material Certification	LF	600.000
Geotextile MF-W (Item Unit: LF); 737-0103 - Visual Acceptance	LF	600.000

2 item postings **Total Posted Amount: $3,000.00**

HVEA Engineers

Daily Report

PIN 8755.98-Orange County Heritage Trail Extension, Segment 2

Description	The items of work under this Contract include, but are not necessarily limited to the following: Grading and paving a 10 foot-wide shared-use path, minor steel and concrete repair of4 existing steel railroad bridges, construction of cast-in-place concrete decks on the existing 4 railroad bridges, installation of bicycle/pedestrian railing and a pre-cast concrete box culvert, construction of two bridges to carry the trail over City streets, minor roadway paving, sawcutting, guide rail installation, drainage work, signing and striping.
Report Date	06/05/2020
Prime Contractor	New Century Construction, LLC 11 Arch Street WATERVLIET, NY 12189
Status	Final
Weather	cloudy
Temperature	65° to 74°
Created By	jim partington on 06/05/2020 06:23 AM EDT
Revised By	Jason Smith on 06/16/2020 11:15 AM EDT
Approved By	Jason Smith on 06/16/2020 11:15 AM EDT
Remarks	**NCC- Prime - Bridge #3 / Dolsontown Rd** **Item 660.21600008- Furnish & install 60np steel casing** Installed 150 Lf total -- Note payment under city share **Item 206.01- Structural Excavation --- structure excavation for sleeve installation with cross sections will be paid on June 12** Excavation for 60" casing installation, installed 160 LF x 9.0 (W) x 7.0 (H)= 10080/27= 373.33 cy. (H)=paid to bottom of box culvert **- hold** 60 casing ramp accessing trench - 200 lf x 6.0 lf x (0+11/2= 5.5) = 244.44 cy **-pay now F.M.** **Item 203.21- Select Structural Fill** work in progress **Item 552.17- Shoring & sheeting** Crew used sheeting boxes (20x10) = 160 x 10 x 2 sides= 3200 sf **NOTE: - Excavation and sheeting extended 5 ft extra on each end for end cap install and protection of the workers** - Remaining excavation will be paid by cross section from bottom of box culvert to O.G. **Item 619.04- Type III Barricade** Crew placed Type III Barricade for Dolsontown detour, 10 Ea. on east side and 9 Ea on west side Total 19 ea (pay 100% per spec.) **Item 619.1701- Temp concrete barrier- unpinned** Crew placed TCB for Dolsontown detour, 40 Lf on east side and 40 Lf on west side Total 80 ea = 72lf /8lf =

(pay 90/10 per spec.)

M. P. & T.

Closure of Dolson town is still effect.

Visitors

HVEA Tech-

Victoria Lewis

Personnel

Crew #1 – New Century Construction, LLC

Foreman (1)	8.00 hours
Laborer (3)	0.00 hours
Operator (1)	0.00 hours
Teamsters (1)	8.00 hours

1 crew

Equipment

Description	Active	Idle	Comments	Contractor
Cat 330F	1 (8.00 hours)			New Century Construction, LLC
Cat 305 CCR				New Century Construction, LLC

8 equipment

Description	Active	Idle	Comments	Contractor
cat 349				New Century Construction, LLC
Air Compressor				New Century Construction, LLC
Sakia vib roller				New Century Construction, LLC
Cat 725 dump	1 (8.00 hours)			New Century Construction, LLC
cat 930 loader				New Century Construction, LLC
Dozer D5				New Century Construction, LLC
8 equipment				

Item Postings

Line Number	Item ID	Unit	Unit Price	Quantity Placed	Posted Amount
Section: 1 - Description					
0100	206.01	CY	$20.000	244.000	$4,880.00
STRUCTURE EXCAVATION					
				Contractor: New Century Construction, LLC	
				Location: 60" casing ramp access	
				Remarks: Excavation of ramp to access 60" casing to trench – pay to the nearest whole cubic yard (203-4.02)	
0350	552.17	SF	$1.000	3,200.000	$3,200.00
SHIELDS AND SHORING					
				Contractor: New Century Construction, LLC	
				Location: Dolsontown 60" casing	
				Remarks: 160 x 10 x 2 sides= 3200 sf	
Material				**Unit**	**Quantity Used**
Matl Acceptance in Pay Item - Visual (Item Unit: SF); 700-9902 - Visual Acceptance				SF	3,200.000
1010	619.04	EACH	$104.000	19.000	$1,976.00
TYPE III CONSTRUCTION BARRICADE					
				Contractor: New Century Construction, LLC	
				Location: Dolsontown Detour	
				Remarks: east side= 10 ea west side= 9 ea total 19 ea	
Material				**Unit**	**Quantity Used**
Type III Construction Barricades (Item Unit: EA); 729-08 - Material Certification				EA	19.000

Line Number	Item ID	Unit	Unit Price	Quantity Placed	Posted Amount
1020	619.1701	LF	$23.000	72.000	$1,656.00

TEMPORARY CONCRETE BARRIER, (UNPINNED)

Contractor: New Century Construction, LLC

Location: Dolsontown Detour

Remarks: 40 lf each side of detour 80lf pay 72 lf/8 lf per spec

Material	Unit	Quantity Used
Temporary Precast Concrete Barrier Sys. (Item Unit: LF); 704-0540 - Approved List	LF	72.000
Temporary Precast Concrete Barrier Sys. (Item Unit: LF); 704-0540 - Material Certification	LF	72.000
Temporary Precast Concrete Barrier Sys. (Item Unit: LF); 704-0540 - Visual Acceptance	LF	72.000

1210	660.21600008	LF	$365.000	150.000	$54,750.00

FURNISH AND INSTALL STEEL CASING 60 NPS (OUTSIDE DIAMETER)

Contractor: New Century Construction, LLC

Location: Dolsontown 60" casing

Material	Unit	Quantity Used
Matl Acceptance in Pay Item - Per Spec (Item Unit: LF); 700-9901 - Per Specification	LF	150.000

5 item postings **Total Posted Amount: $66,462.00**

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Ramkissoon

Date of Adoption 01-19-21

Index No: 08-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois				X
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues				X
TOTAL	7			2

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached agreement with Fusco Engineering for SWPPP inspections of the new athletic fields which funding for this agreement is included in an approved capital project line.

FUSCO ENGINEERING
& LAND SURVEYING, P.C.

Consulting Engineers

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

Alfred A. Fusco, III, General Manager

- 233 East Main Street
  Middletown, NY 10940
  Phone: (845) 344-5863
  Fax: (845) 956-5865
- 19 Waywayup Lane
  Port Jervis, NY 12771
  Phone: (845) 956-5866

Short Form Agreement

Fusco Engineering & Land Surveying, P.C. and its agents agree to provide professional services to the following:

Date:	December 11, 2020
Clients Name:	City of Middletown
Clients Address:	16 James Street Middletown, NY 10940
Clients Phone Number:	(845) 343-3169
Clients Email:	jtawil14@yahoo.com
Project Name:	SWPPP 252-292 Route 211 W
Project Number:	18-233 E
Address of Project:	Section 49, Block 1, Lot 14.21 252-292 Route 211 W Town of Wallkill Orange County, New York

RECEIVED
DEC 15 2020
City Clerk
City of Middletown

Description of Services Rendered: We will perform Stormwater Pollution Prevention Plan inspections (SWPPP) for the new athletic fields proposed on the above mentioned site based on the SWPPP Report prepared by our office dated August 29, 2019. The inspections will be performed once per week and during rain events.

-Exclusions:
-Any Municipal Fees, Backhoes for Soils Testing.
-Printing, mailing and handling costs involved with any public notice requirements.
-Any required archeological studies or detailed environmental studies.
-Review Changes.
-Construction period services.
-Any verbal or written authorized changes to this contract.
-Prints (except when noted in the contract)
-Topography
-Locating underground utilities not specified above
-Underground Utility Markout is the responsibility of the client
-Staking Property Corners

**It is our intention to do everything within our considerable expertise to perform these services, but this agreement in no way guarantees any results out of our control. (For example: a specific number of lots in a subdivision, municipal approvals, governmental agency approvals, etc.)*

Proposal:

Lump sum for these services described above:

Stormwater Pollution Prevention Inspections $150.00 / Inspection

PAYMENT OPTIONS: Check – Cash – Credit Card (by phone)

Retainer Amount: Waived

(Retainer due with the return of this agreement, signed and dated, no work will commence until this agreement is signed and the retainer received.) (Credit cards will be charged for balance of contract at time work is completed unless other arrangements for payment are made prior to completion.) The survey shall not be released unless paid in full.

The retainer will be applied to the **final invoice** of an account when the project is completed.

Field work can only be performed when it is not raining or snowing our survey instrument is not able to with stand moist conditions. If we lose days due to inclement this may delay the release of the survey.

Compensation for these services shall be paid on receipt of invoice. If payment is not received within thirty (30) days of invoice date, the appropriate action will be taken in accordance with New York State Law. Payment of fees rendered and disbursements incurred is due within 30 days from receipt of the bill for these fees and disbursements. If payment is not made within this time period, Fusco Engineering & Land Surveying, P.C., reserves the right to impose a finance charge of 1.5% per month on such all unpaid fees and disbursements. Also any attorneys fees and/or collection expenses occurred by this office in conjunction with an overdue account will be the sole responsibility of the Client. Engineer liability limited to same amount as paid on this contract.

Please acknowledge this agreement by signing and dating below. This document is binding and has important legal consequences; if you have any questions about your agreement do not hesitate to contact us for further explanation. The reason for this agreement is to clarify our relationship with our clients and preclude any misunderstandings.

We look forward to working with you in the future. Thank you.

Fusco Engineering & Land Surveying, P.C. — Date 1/26/21

Client, Accepted By — Date 1/27/20

Hourly Rate Schedule for additional services:

Principal Engineer	$160.00 Hr.
Project Manager	$120.00 Hr.
Staff Engineer, P.E	$140.00 Hr.
Staff Engineer	$110.00 Hr.
Surveyor PLS	$110.00 Hr.
Sr. Drafter/Designer	$105.00 Hr.
Survey Chief	$ 65.00 Hr.
Survey Technician	$ 50.00 Hr.
CADD Draftspersons	$ 82.00 Hr.
Technician	$ 65.00 Hr.
Inspector	$ 75.00 Hr.
Clerical	$ 66.00 Hr.

Reimbursable Expenses:

Mileage	$0.55/mile, plus toll payments
Mailings; public hearing notices, overnight, etc	Cost plus 1.5 multiplier.
Filing of Approved Maps at the County	$450.00

Expenses not listed above, and incurred on behalf of the client, shall be invoiced at 1.5 times the expenses.

Prints

White prints/Blueprints:

(18 X 24)	$ 1.80 per sheet
(24 X 36)	$ 3.00 per sheet
(30 X 42)	$ 4.50 per sheet
(36 X 48)	$ 6.00 per sheet

Mylar sepia:

(24 X 36)	$42.00 per sheet
(36 X 48)	$84.00 per sheet

B/W Wide Format Scanning:

(18 X 24)	$ 6.00 per sheet
(24 X 36)	$ 12.00 per sheet
(30 X 42)	$ 18.00 per sheet
(36 X 48)	$ 24.00 per sheet

Photocopies (8.5 X 11) Color	$ 1.00/each
Photocopies (8.5 X 11) Black and White	$ 0.32/each
Photocopies (11 X 17)	$ 0.60/each
Photographs	$ 1.50/each
Binding of specification books	$15.00/each

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the City Treasurer to approve a proposal made by Saga P. Conboy, Claims Specialist from NEAMI to pay a former employee $25,000 that will clear a claim valued at $46,840.38 (saving $21,840.38) stopping possible future claims and closing for good 13 other cases that are on file. The provision for such payments is in the 2021 Budget.

Inter Company Memo

RECEIVED

FEB 11 2021

City Clerk
City of Middletown

February 11, 2021

To: Board of Estimate

From: Don Paris

I am requesting approval of a proposal made by Saga P. Conboy, Claims Specialist from NEAMI to pay a former employee, ! 5,000 that will clear a claim valued at $46,840.38 (saving $21,840.38) stopping possible future claims and closing for good 13 other cases that are on file. There is a provision for such payments in the 2021 Budget.

Thank You,

D J. Paris

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

WHEREAS, the Common Council, by Resolution dated August 4, 2020, approved the purchase of property located on Guymard Turnpike, SBL #16-1-32.22, under a NYS/DEC WQIP grant that requires 25% matching City funds, and

WHEREAS, said Resolution authorized the Treasurer to transfer $150,000.00 from the Water Fund Balance to pay the difference between the selling price and the appraised value, with future funding to be adjusted as needed, and

WHEREAS, said Resolution authorized the above transfer from the Water Fund Balance to F.1940.900, Purchase of Land Water Fund, and

WHEREAS, the subject property has appraised at lower than expected amounts, and

WHEREAS, a closing of this transaction is expected in the near future.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that its previous Resolution, #160-20, is hereby amended to authorize the Treasurer to transfer an additional $90,000.00 from the Water Fund Balance to F.1940.900, Purchase of Land Water Fund, and it is further

RESOLVED that the Common Council hereby authorizes the Treasurer to appropriate the funds necessary to pay the purchase price of $500,000.00, plus adjustments and fees, in order to close on the subject property.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of the following to the Industrial Development Agency term to expire December 31, 2021:

Andrew Britto, term to expire 12/31/21
David Madden, term to expire 12/31/21

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of the following to the Architectural Review Board term to expire December 31, 2023:

Anna Madden, term to expire 12/31/23
Alvaro Garcia, term to expire 12/31/23

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02-16-21

Index No: _____

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on February 04, 2021, for both W. Main St and Grant St Culverts, and

WHEREAS, the Board of Estimate and Apportionment referred the bids to the Commissioner of Public Works for his review and recommendation to the Common Council of the City of Middletown, and,

WHEREAS, the Commissioner of Public Works recommends to the Common Council that the bids be awarded to the following contractors per recommended alternates, as follows (Please refer to Table C, attached):,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the both W. Main St and Grant St Culverts to the following:

1. W. Main Street Culvert Replacement Contract to **Boyce Excavating Co, Inc.** in the bid price of **$1,492,634.00**
2. Grant Street Culvert Replacement Base Bid $911,162.72 plus Alternate 2 for rehab of remaining culvert in the amount of $157,913.60 to be awarded to **JRCruz Corp.** for a total bid price of Base and Alternate 2 bids in the amount of **$1,069,076.32.**

Table A - Bids Tabulation & Evaluation

		Bid 1 - West Main Street Only	Bid 2 - Grant Street Only				Bid 3 - West Main Street + Grant Street Combined					For Internal Use ONLY!!					
Bid #	Bidders	West Main Street Base Bid	Grant Street Base Bid	Add Alternative 1	Add Alternative 2	Total Bid	West Main Street Base Bid	Grant Street Base Bid	Add Alternative 1	Add Alternative 2	Total Bid	Bid Bond (Y/N)	Addendums Ack. (Y/N)	MBE Goal (%/NO)	WBE Goal (%/NO)	Section 3 Sub (Y/N)	Section 3 Workforce (Y/N)
1	Boyce Excavating Co., Inc.	$1,492,634.00	$912,102.00	$462,534.00	$238,640.00	$1,613,276.00	$1,492,634.00	$912,102.00	$462,534.00	$238,640.00	$3,105,910.00	Y	Y	NO	NO	NO	Y
2	Jorrey Excavating, Inc.	$1,828,414.00	-	-	-	-	-	-	-	-	-	Y	Y	PAGES MISSING	PAGES MISSING	PAGES MISSING	PAGES MISSING
3	JRCRUZ Corp.	$1,908,091.12	$911,162.72	$420,461.60	$157,913.60	$1,489,537.92	$1,908,091.12	$911,162.72	$420,461.60	$157,913.60	$3,397,629.04	Y	Y	15.01%	15.01%	PAGES MISSING	PAGES MISSING
4	Landscape Unlimited, Inc.	$1,997,000.00	-	-	-	-	-	-	-	-	-	Y	Y	PAGES MISSING	PAGES MISSING	PAGES MISSING	PAGES MISSING
5	TAM Enterprises Inc.	$2,079,094.00	$1,538,711.00	$1,379,210.00	$530,980.00	$3,448,901.00	$2,079,094.00	$1,538,711.00	$1,379,210.00	$530,980.00	$5,527,995.00	Y	Y	NO	5.20%	PAGES MISSING	PAGES MISSING
	AVERAGE BID:	$1,861,046.62	$1,120,658.57	$754,068.53	$309,177.87	$2,183,904.97	$1,826,606.37	$1,120,658.57	$754,068.53	$309,177.87	$4,010,511.35						
	NV5 ESTIMATE:	$1,603,452.93	$886,056.95	$576,922.04	$257,277.60	$1,720,256.59	$1,603,452.93	$886,056.95	$576,922.04	$257,277.60	$3,323,709.52						

Notes:

1. For Landscape Unlimited, Inc. and TAM Enterprises Inc. bids shown above in red text include Field Change Payment (Contingency) values.
2. JRCRUZ Corp. did not fill in Grant Street Base Bid total in Bid Schedule of Prices. NV5 confirmed total from Bid Schedule of Prices matches Total Bid Amount in Lump Sum Bid Form.

Table B - Single Contractor Award Scenario

	Low Bidder Scenarios - Single Contractor										
Contractor	West Main Only	Grant Base Bid Only	Grant Base Bid + Alt1	Grant Base Bid + Alt2	West Main Street + Grant Base	West Main Street + Grant Base + Alt1	West Main Street + Grant Base + Alt2	Grant Funds for Construction	WMS + G Over (-) or Under (+) Budget?	WMS + G + Alt1 Over (-) or Under (+) Budget?	WMS + G + Alt2 Over (-) or Under (+) Budget?
Boyce Excavating Co., Inc.	$ 1,492,634.00	$ 912,102.00	$ 1,374,636.00	$ 1,150,742.00	$ 2,404,736.00	$ 2,867,270.00	$ 2,643,376.00	$2,631,759.49	$227,023.49	-$235,510.51	-$11,616.51
Jorrey Excavating, Inc.	$ 1,828,414.00										
JRCRUZ Corp.	$ 1,908,091.12	$ 911,162.72	$ 1,331,624.32	$ 1,069,076.32	$ 2,819,253.84	$ 3,239,715.44	$ 2,977,167.44				
Landscape Unlimited, Inc.	$ 1,997,000.00										
TAM Enterprises Inc.	$ 2,079,094.00	$ 1,538,711.00	$ 2,917,921.00	$ 2,069,691.00	$ 3,617,805.00	$ 4,997,015.00	$ 4,148,785.00				

KEY: (+) Under Budget (-) Over Budget

Table C - Two Contractor Award Scenario

	Low Bidder Scenarios - Separate Contractors										
Contractor	West Main Only	Grant Base Bid Only	Grant Base Bid + Alt1	Grant Base Bid + Alt2	West Main Street + Grant Base	West Main Street + Grant Base + Alt1	West Main Street + Grant Base + Alt2	Grant Funds for Construction	WMS + G Over (-) or Under (+) Budget?	WMS + G + Alt1 Over (-) or Under (+) Budget?	WMS + G + Alt2 Over (-) or Under (+) Budget?
Boyce Excavating Co., Inc.	$ 1,492,634.00										
JRCRUZ Corp.		$ 911,162.72			$ 2,403,796.72			$2,631,759.49	$227,962.77		
JRCRUZ Corp.			$ 1,331,624.32			$ 2,824,258.32		$2,631,759.49		-$192,498.83	
JRCRUZ Corp.				$ 1,069,076.32			$ 2,561,710.32	$2,631,759.49			$70,049.17

Re: NY Rising Monhagen Brook Culvert Project- BIDS

From: J Tawil (jtawil14@yahoo.com)

To: muhammad.khan@nv5.com; kgass@middletown-ny.com; steve.kirk@nysandyhelp.ny.gov; nicole.chung@nysandyhelp.ny.gov

Cc: jtawil@middletown-ny.com; joseph.menzer@nv5.com; dylan.kirwan@nv5.com

Date: Thursday, February 11, 2021, 11:43 AM EST

Hello Muhammad,

Please reach out, today if possible, to both Boyce and JRCruz to see if they are happy with their bids and if we award W. Main to Boyce as the responsible low bidder and Grant Street Base bid and Alternate 2 to JRCruz? Please emphasize the need to comply with W/MBE requirement once Contracts are signed. Let us know

This way, we stay within budget and also have two different Contractors working at separate sites, maximizing our chances of completing both projects with in time allowed.

All,

Once I hear from Muhammed and absence of any objections from GOSR, I am ready to make recommendation to our Mayor and Council to award bids next Tuesday and have contracts signed shortly after.

Please advise

Thank you
Jacob

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 Thursday, February 11, 2021, 11:12:00 AM EST, J Tawil <jtawil14@yahoo.com> wrote:

Hello Nicole,
If at all possible, we would like to award bids during next Tuesday's, 2/16/2021, Council Meeting, otherwise we loose two more weeks to wait for the next Council meeting being on 3/2/21.

We have all the information that we need to make recommendation of award. Need to go over the project budget and available fund to see what alternates to award for Grant Street.

I am available all afternoon for conference call if needed.

Thank you
Jacob

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 Thursday, February 11, 2021, 08:41:29 AM EST, Chung, Nicole (NYSANDYHELP) <nicole.chung@nysandyhelp.ny.gov> wrote:

Muhammad,
Please send all received bids to my attention.
Naming convention for each bid shall be company's name. Example : "XYZ excavation LLC."

Once the City of Middletown and NV 5 have selected the most qualified bidder then next step is to collect documents for Contract Consent.

Steve,
Would you be kind and send the list of Contract Consent to NV 5 & City of Middletown ?

All,
I will schedule to have brief chat about the GOSR procedure... please let me know of your availability for next week.

NICOLE

From: Muhammad Khan <Muhammad.Khan@nv5.com>
Sent: Thursday, February 11, 2021 7:45 AM
To: Chung, Nicole (NYSANDYHELP) <Nicole.Chung@nysandyhelp.ny.gov>; jtawil14@YAHOO.com; kgass@middletown-ny.com; Kirk, Steve (NYSANDYHELP) <Steve.Kirk@nysandyhelp.ny.gov>
Cc: jtawil@middletown-ny.com; Joseph Menzer <Joseph.Menzer@nv5.com>; Dylan Kirwan <Dylan.Kirwan@nv5.com>
Subject: RE: NY Rising Monhagen Brook Culvert Project- BIDS

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Morning Jacob, Nicole & Steve,

Please see attached for the bid tabulation and our analysis.

We are available to discuss tomorrow between 11am-12:30pm and anytime after 2:30pm.

Thanks,
Muhammad

Muhammad Khan, PE | Water Resources Engineer | NV5
32 Old Slip, Suite 401 | New York, NY 10005 | P: 646.300.7134 | C: 908.463.9375

From: Chung, Nicole (NYSANDYHELP) <Nicole.Chung@nysandyhelp.ny.gov>
Sent: Tuesday, February 9, 2021 7:32 PM
To: jtawil14@YAHOO.com; kgass@middletown-ny.com; Kirk, Steve (NYSANDYHELP) <Steve.Kirk@nysandyhelp.ny.gov>; Muhammad Khan <Muhammad.Khan@nv5.com>
Cc: jtawil@middletown-ny.com; Joseph Menzer <Joseph.Menzer@nv5.com>; Dylan Kirwan <Dylan.Kirwan@nv5.com>
Subject: RE: NY Rising Monhagen Brook Culvert Project- BIDS

Once I have the bid tabulation then I will schedule a meeting with Steve, NV5 and the town for follow up.

From: J Tawil <jtawil14@yahoo.com>
Sent: Tuesday, February 9, 2021 4:19 PM
To: kgass@middletown-ny.com; Chung, Nicole (NYSANDYHELP) <Nicole.Chung@nysandyhelp.ny.gov>; Kirk, Steve (NYSANDYHELP) <Steve.Kirk@nysandyhelp.ny.gov>; Muhammad Khan <Muhammad.Khan@nv5.com>
Cc: jtawil@middletown-ny.com; Joseph Menzer <joseph.menzer@nv5.com>; Dylan Kirwan <dylan.kirwan@nv5.com>
Subject: Re: NY Rising Monhagen Brook Culvert Project- BIDS

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hello Nicole, Steve and Muhammad,
Do you have any questions or concerns regarding the bids received? We would like to award bids ASAP and get Contracts signed.

Thank you
Jacob

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 Friday, February 5, 2021, 12:41:49 PM EST, Muhammad Khan <muhammad.khan@nv5.com> wrote:

Hi Katie,

Confirming receipt, I tabulated the bids on my end yesterday during the bid opening but will reconfirm my tabulations this afternoon and start reviewing the bids over the weekend.

Thanks,
Muhammad

Muhammad Khan, PE | Water Resources Engineer | NV5
32 Old Slip, Suite 401 | New York, NY 10005 | P: 646.300.7134 | C: 908.463.9375

From: Katie Gass <kgass@middletown-ny.com>
Sent: Friday, February 5, 2021 12:19 PM
To: Muhammad Khan <Muhammad.Khan@nv5.com>; Chung, Nicole (NYSANDYHELP) <Nicole.Chung@nysandyhelp.ny.gov>; Kirk, Steve (NYSANDYHELP) <Steve.Kirk@nysandyhelp.ny.gov>
Cc: Jacob Tawil <jtawil@middletown-ny.com>; jtawil14@yahoo.com
Subject: NY Rising Monhagen Brook Culvert Project- BIDS

Good afternoon.

Attached, please find the five bids that were received and opened yesterday February 4, 2021.

Please let me know if you have any questions.

Katie Gass
Senior Clerk
Department of Public Works
16 James Street
Middletown, NY 10940
Telephone #845-343-3169
Fax #845-343-4014
www.middletown-ny.com

NV5

MEMORANDUM

To:	Jacob Tawil (City of Middletown) & Nicole Chung (GOSR)	**Date:**	2/15/2021
From:	Muhammad Khan	**Project:**	NYCR-0304
CC:	Steve Kirk (GOSR), Brian Smith (City of Middletown), Katie Gass (City of Middletown) & Joseph Menzer (NV5)		West Main Street & Grant Street Culvert Replacement Projects
Subject:	Bid Tabulation, Evaluation & Recommendations		

Please see attached for Table A which presents and evaluates the bids received. All contractors acknowledged receiving all 5 addendums as well as providing the required 5% bid bond.

MWBE Requirements
Only JRCruz Corp. provided documentation showing they would meet the proposed M/WBE goals. The other four firms provided varying levels of commitment to meet the goal from 0 to 5.2%

Contractor	MBE	WBE
Boyce Excavating Co.	0%	0%
Tam Enterprise	0%	5.2%
Jorrey Excavating	0%	0%

Boyce Excavating Co., Inc. indicating they would have a single section 3 employee while the remaining Contractors did not include any documentation on the program.

Cost Analysis
It is estimated that approximately $2,631,759.49 is available for Construction.

If the City of Middletown and GOSR choose to award the two projects to a single contractor the lower bidder is Boyce Excavating Co., Inc. (Table B) and as shown below:

1. West Main Street + Grant Street = $2,404,736.00 (under budget by $227,023.49)
2. West Main Street + Grant Street + Add Alt 1 = $2,867,270.00 (over budget by $235,510.51)
3. West main Street + Grant Street + Add Alt 2 = $2,643,376.00 (over budget by $11,616.51)

If the City of Middletown and GOSR choose to award the two projects to two separate contractors, Boyce Excavating Co., Inc. is the lower bidder for West Main Street and JRCRUZ Corp. is the lower bidder for Grant Street, (Table C). The combined of this scenario is shown below:

1. West Main Street + Grant Street = $2,403,796.72 (under budget by $227,962.77)
2. West Main Street + Grant Street + Add Alt 1 = $2,824,258.32 (over budget by $192,498.83)
3. West main Street + Grant Street + Add Alt 2 = $2,561,710.32 (under budget by $70,049.17)

Recommendation

It is NV5's recommendation to award the two projects separately. The cost analysis above shows that this will provide cost savings to the City of Middletown and increased productivity of two Contractors working simultaneously to meet the project schedule.

The West Main Street Culvert Replacement Project should be awarded to Boyce Excavating Co., Inc., for $1,492,634.00. On Friday 2/15/21, it was discussed with Boyce Excavating that they must show good faith efforts on meeting the required MWBE project goals.

The Grant Street Culvert Replacement Project Base Bid and Add Alternative 2 should be awarded to JRCruz Corp. for a total of $1,069,076.32 (of which the base bid is $911,162.72 and add alternative 2 is $157,913.60). It is recommended to proceed with Add Alternative 2 over Add Alternative 1 to remain under the projects established budget, additionally Add Alternative 2 provides much lower risk than Add Alternative 1 as there are unknowns with the adjacent home's foundations and structural integrity.

The total construction award value of the two projects is $2,561,710.32 which is under budget by $70,049.17.

John Naumchik

From: Jacob Tawil <jtawil14@yahoo.com>
Sent: Tuesday, February 16, 2021 11:03 AM
To: John Naumchik
Subject: Fwd: Request for NY-Rising Grant Bids Awards on tonight's Council Meeting agenda 2/16/2021
Attachments: Bids award package 20210216.pdf

Sent from my iPhone
Please excuse any typographical errors.

Begin forwarded message:

> **From:** J Tawil <jtawil14@yahoo.com>
> **Date:** February 16, 2021 at 10:55:50 AM EST
> **To:** Miguel Rodrigues <jmrodrigues57@yahoo.com>, Joe Masipersonal <barney10940@yahoo.com>, Jerry Kleiner <gkleiner@middletown-ny.com>, Andrew Green <agreen@middletown-ny.com>, Paul Johnson <pjohnson@middletown-ny.com>, Kate Ramkissoon <kramkissoon@middletown-ny.com>, Jude A Jean-Francois <jajean-francois@middletown-ny.com>, Sparrow Tobin <stobin@middletown-ny.com>, Tom Burr <tburr@middletown-ny.com>, John Naumchik <jnaumchik@middletown-ny.com>
> **Cc:** Joseph DeStefano <jdestefano@middletown-ny.com>, Don Paris <dparis@middletown-ny.com>, Katie Gass <kgass@middletown-ny.com>, Erica Letos <eletos@middletown-ny.com>, Alex Smith <asmith22@hvc.rr.com>
> **Subject: Request for NY-Rising Grant Bids Awards on tonight's Council Meeting agenda 2/16/2021**
>
> Greetings,
>
> I have been going back and forth with GOSR (Governor's office for Storm Recovery) in order to authorize the awards of bids received and opened on 2/4/2021 for W. Main Street and Grant Street Culverts Replacement-Rehabilitation Project. This morning we got GOSR approval to award bids to the lowest responsible bidders per our evaluation. Contracts can not be signed until GOSR issues a letter of consent to sign Contracts. We are respectfully requesting this award resolution to be on tonight's Common Council meeting agenda.
>
> **Background:**
>
> As you recall, the City has received from the Governor's Office $3.0 million grant followed by $0.5 million grand to deal with Strom Recovery Projects. This included an overall study on the City's entire Drainage System which compromises of Monhagen and Drapper Brooks. An extensive Study funded by

the State and included public participation took place and included some recommendations.

The City was interested in pursuing daylighting sections of the main drainageway where both Monhagen and Drapper Brooks converge. Said location was between Academy Ave, Sterling Street and Gennung St. Daylighting this section of the brook would have had tremendous advantages for the local impacted area in terms of creating green space that can flood during intense storm events and remove old culverts that are in need of upgrade to remove major bottlenecks... We believe that this would have provided a great boost to the area in terms on quality of life and increase market values of adjacent properties, as well as having positive flood mitigation impact to both Monhagen and Drapper Brook upstream drainage areas.

Unfortunately, some local property owners where easements for the Brook Daylighting did not want to grant necessary easements. Condition of the $3.5 million grant is to obtain approval and easements of local property owners without pursuing Eminent Domain. Hence this daylighting of the brook phase of project was cancelled for now.

This grant work then focused on identifying locations at both Monhagen and Drapper Brooks that are in most need of upgrade and or replacement. Two projects were identified, W. Main St Culvert Replacement and Grant Street Culvert Replacement and Upgrade. Final design plans were developed under the directions of this office, approved by GOSR and "peer" reviewed for economic constructability. Both projects were advertised for public bids.

Request for bid award resolution:

Sealed Public Bids for both W. Main St and Grant St Culverts projects were received, opened and read aloud during Board of Estimates meeting on February 4th, 2021 at 4:00 pm.
Five bids were received and evaluated by this office and separately by the project consultant NV5. Bids are tabulated in the attached Table A.

I am requesting that the Common Council award the bids to the following contractors per recommended alternates, as follows (Please refer to Table C, attached):

1. W. Main Street Culvert Replacement Contract to **Boyce Excavating Co, Inc.** in the bid price of **$1,492,634.00**
2. Grant Street Culvert Replacement Base Bid $911,162.72 plus Alternate 2 for rehab of remaining culvert in the amount of $157,913.60 to be awarded to **JRCruz Corp.** for a total bid price of Base and Alternate 2 bids in the amount of **$1,069,076.32**

Time is of the essence as grant requires that Construction be completed by February 2022.

Please feel free to call if you have any questions or comments to discuss.

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.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE AUDIT OF THE COMMON COUNCIL

By Alderman Masi

Sec'd by Alderman

Date of Adoption: 02-16-21

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

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