



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MAY 5, 2026 - 7:30 PM**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
 - 5.1. Enlarged City School District of Middletown 2026 Budget Presentation
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 114- Resolution Authorizing a Memorandum of Understanding with Montgomery
26 Veterinary Hospital
 - 115- Resolution Authorizing Acceptance of a Municipal Tourism Grant from the County
26 of Orange for Run 4 Downtown Promotional Efforts
 - 116- Resolution Authorizing the City to Waive Side Walk Sale Fees for the Cinco De
26 Mayo Celebration 2026
 - 117- Resolution Authorizing a \$20,846.36 Budget Transfer with the Police Department
26 Budget

118- Resolution Authorizing a \$28,850.00 Budget Transfer to the Business Improvement
26 District (BID) for Fertilizing & Weed Control

119- Resolution Authorizing a Proposal from Stratagem for Security Upgrades at City
26 Hall

120- Resolution Authorizing the Naming of the Courthouse as the Honorable Angelo J.
26 Ingrassia, Middletown City Court

121- Resolution Awarding Bids for Street Materials & Asphalt Materials
26

122- Resolution Confirming the Mayor's Reappointment of Timothy Welch as Civil
26 Service Commissioner

123- Resolution Confirming the Mayor's Appointment of Kelly Connolly as Deputy City
26 Treasurer

13. LOCAL LAWS

Introduction of Local Law #2: A Local Law Amending the City Charter Employee
Residency Requirements

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 114-26

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

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing a Memorandum of Understanding with Montgomery Veterinary Hospital

BE IT RESOLVED, that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and hereby authorizes the Mayor to execute the attached Memorandum of Understanding between the City of Middletown and Montgomery Veterinary Hospital.

Prepared by:
 John Ewanciw, Chief of Police

Attachments:

1.	MOU Montgomery Veterinary Hospital
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MEMORANDUM OF AGREEMENT

Between the City of Middletown and Montgomery Veterinary Hospital

This Memorandum of Agreement ("Agreement") is entered into by and between the City of Middletown, located at 16 James Street, Middletown, New York 10940 (hereinafter referred to as the "City"), and Montgomery Veterinary Hospital, located at 718 River Road, Montgomery, New York 12549 (hereinafter referred to as the "Veterinary Hospital"). Collectively, the City and the Veterinary Hospital may be referred to as the "Parties."

1. Purpose

The purpose of this Agreement is to establish the terms under which the Veterinary Hospital will provide limited veterinary services for dogs that are located as strays or seized by the City due to suspected animal cruelty, neglect, or related enforcement actions.

2. Services Provided

The Veterinary Hospital agrees to allow the City of Middletown to transport sick or injured dogs to its facility for the purpose of conducting an initial physical examination. The examination shall be limited to an assessment of the animal's general health and condition. The veterinarian shall document findings and identify any additional treatment, medical care, or follow-up services that may be required.

3. Medical Documentation and Follow-Up

The Veterinary Hospital shall document any recommended medical treatment or follow-up care. This information shall be provided to the animal shelter or facility where the dog will be placed following the initial examination so that appropriate care can be arranged.

4. Humane Euthanasia

In the event a veterinarian determines that a dog is suffering from severe injury, illness, or other condition where humane euthanasia is medically necessary, the veterinarian at Montgomery Veterinary Hospital may perform euthanasia in accordance with accepted veterinary standards and applicable laws.

5. Veterinary Evaluation Form

When an animal is brought to the Veterinary Hospital by the City, the Animal Control Officer or Police Officer transporting the dog shall provide a City of Middletown Veterinarian's

Statement / Animal Evaluation Form. The attending veterinarian shall complete the form at the time of examination and return it to the officer for City records.

6. Fees and Costs

The Parties have mutually agreed upon the costs associated with the initial physical examination and any humane euthanasia performed. A schedule of these agreed-upon fees is listed and incorporated into this Agreement below. In circumstances where, following examination, the Veterinarian determines that treatment of the animal would require significant or extraordinary medical costs, the City shall have the discretion to decline such treatment and may authorize or request that the Veterinarian perform humane euthanasia in lieu of further medical intervention. Any such euthanasia shall be performed only if, in the professional judgment of the Veterinarian and in accordance with applicable veterinary standards and laws, the procedure is medically and ethically appropriate.

Euthanasia <41lbs: \$125

Euthanasia >41lbs: \$140

Bloodwork In-house (senior profile >7yo): \$322.52

Blood work In-house (young profile <7yo): \$278.44

Office Visit: \$85.75

4DX In-house (tickborne test with Heartworm): \$77.87

7. Independent Contractor

The Parties acknowledge and agree that the Veterinary Hospital shall perform services under this Agreement as an independent contractor. Nothing contained in this Agreement shall be interpreted to create an employment, partnership, or agency relationship between the Veterinary Hospital and the City.

8. Indemnification

The Veterinary Hospital agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any and all claims, damages, liabilities, or expenses arising from the negligent acts or omissions of the Veterinary Hospital in the performance of services under this Agreement.

The City agrees to defend, indemnify, and hold harmless Montgomery Veterinary Hospital, its officers, agents, volunteers, and employees from any claims, damages, liabilities, or expenses arising from the City's breach of this Agreement, violation of applicable law, or negligence in connection with the performance of this Agreement.

9. Insurance Requirements

Montgomery Veterinary Hospital shall maintain, at its own expense, appropriate professional liability insurance and general liability insurance covering the services provided under this Agreement. Such insurance shall be maintained for the duration of this Agreement and any renewal periods. Upon reasonable request, Montgomery Veterinary Hospital shall provide proof of such insurance to the City of Middletown. The maintenance of insurance coverage shall not be interpreted as limiting the liability or indemnification obligations set forth in this Agreement.

10. Payment

In consideration for services provided under this Agreement, the City shall remit payment to Montgomery Veterinary Hospital within thirty (30) days after the City Council has audited and approved for payment the Veterinary Hospital's submitted voucher for each incident.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter described herein and supersedes all prior negotiations, discussions, or agreements. Any modification to this Agreement must be made in writing and signed by authorized representatives of both Parties.

12. Term and Renewal

The term of this Agreement shall be from May 15 2026, through December 31st, 2026 unless terminated by either party in accordance with the provisions of this Agreement.

13. Termination

Either Party may terminate this Agreement by providing written notice to the other Party. Upon termination, the Parties shall cooperate to ensure the orderly conclusion of any services in progress.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal action or proceeding arising under or relating to this Agreement shall be brought in a court of competent jurisdiction located within the State of New York.

15. Notice

Any notice required or permitted under this Agreement shall be in writing and delivered personally, sent by certified mail, return receipt requested, or by recognized overnight delivery service to the following addresses:

For the City of Middletown:
16 James Street
Middletown, New York 10940

For Montgomery Veterinary Hospital:
718 River Road
Montgomery, New York 12549

Either Party may update its notice address by providing written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the dates below.

For the City of Middletown	For Montgomery Veterinary Hospital
Name: _____ Title: _____ Signature: _____ Date: _____	Name: <u>Melissa Green-Attard</u> Title: <u>Owner</u> Signature: <u>Melissa Green-Attard</u> Date: <u>04/13/2020</u>



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
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I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing Acceptance of a Municipal Tourism Grant from the County of Orange for Run 4 Downtown Promotional Efforts

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the City of Middletown to accept a Municipal Tourism Grant from the County of Orange in the amount of \$4,999.00, to be applied toward promotional efforts for Run 4 Downtown; and

BE IT FURTHER RESOLVED; that the Mayor is hereby authorized to sign any and all documents necessary to accept and administer said grant; and

BE IT FURTHER RESOLVED; that the Treasurer is hereby authorized to amend the 2026 Budget as follows:

Type	Account	Amount
Increase Revenue	A.2802 County Aid & Grants	\$4,999
Increase Expense	A.7011.498	\$4,999

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

Attachments:

1.	Municipal Legislative Tourism Grants Program 2026
2.	TOURISM GRANT-001

CITY OF MIDDLETOWN
Office of Economic & Community Development

April 27, 2026

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

RE: Municipal Tourism Grant Programs

Dear Members:

I am requesting authorization to accept a Municipal Tourism Grant from the County of Orange in the amount of \$4,999.00. Additionally, I request authorization for the Mayor to sign any and all documents pertaining to this grant.

I am also requesting authorization for the Treasurer to increase the A.7011.498 expense line by \$4,999.00 and to increase the revenue line A.2802 (County Aid & Grants) by \$4,999.00.

These grant funds will be applied toward promotional efforts for the Run 4 Downtown.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

**COUNTY OF ORANGE
MUNICIPAL TOURISM GRANT AGREEMENT
PROGRAM YEAR 2026 (“PY-2026”)**

THIS AGREEMENT (“Agreement”) is made as of this 14 day of April 2026, by and between the County of Orange, a municipal corporation and a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York 10924 (“County”), by and through its Tourism Office, with an office located at 99 Main Street, Goshen, New York 10924 (“OCT”) and City of Middletown, with its principal place of business located at 16 James Street, Middletown, New York 10940 (“Grantee”).

WHEREAS, OCT, on behalf of the County Executive, administers a County-funded municipal tourism grant (“MTG”) program which supports tourism-related events, marketing initiatives and activities by local governments in Orange County that promote tourism, increase awareness and lead to the attraction of visitors to Orange County; and

WHEREAS, the Grantee submitted to OCT an application for MTG containing a proposal to provide such tourism-related events and/or activities (“Application” and “Activities”); and

WHEREAS, OCT, on behalf of the County Executive, has reviewed the Grantee’s proposal and is willing to provide funding therefore, and the Grantee is willing to perform the activities detailed in the Application on the terms and conditions specified herein.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. Acceptance of Proposal. OCT, on behalf of the County Executive, hereby accepts the Grantee’s Application together with all attachments, additions and supporting or supplemental materials, a copy of which is attached hereto and incorporated herein as **Schedule A**.
2. Grantee Performance of Project Services. The Grantee hereby agrees to perform, or cause to be performed, the activities described in the Application (“Project”). The Project shall commence on or after April 14, 2026 and be completed no later than September 15, 2026 (“Term”). The Term may be modified and/or extended by written consent of both parties.

County Funding: Limitations. The County hereby agrees to fund the Project in an amount not to exceed FOUR THOUSAND NINE HUNDRED NINETY-NINE (\$4,999) DOLLARS payable within ninety (90) to one-hundred and twenty (120) days of full execution of this Agreement. The Grantee acknowledges that the County is providing funding for the Project in reliance on the Application submitted by Grantee, including, but not limited to, the technical and financial information and budgets submitted, as applicable, and based upon such items OCT has determined that the Grantee will be able to satisfactorily perform. If there is a material change in the facts, estimates or projections contained in the Application including, but not limited to, a change in any item of receipts or expenditures, a change in or discontinuance of any operation or program conducted or projected to be conducted by the Grantee, the Grantee shall immediately request approval from OCT of such change. Such requests for approval shall be submitted by the Grantee on the Project Change Request Form attached hereto as **Schedule**

B. If OCT, in its sole and absolute discretion, determines that such change will impede or impair the Grantee's ability to carry out the approved activities, or such activities can no longer meet the goal or purpose of this grant, then the County shall have the right either to terminate this Agreement without further liability, or to limit the scope of the Project and reduce the funding payment to the Grantee in such amount as determined by OCT in its sole discretion. Notwithstanding the dates within which the Project may be completed pursuant to Section 2 above, the grant funding must be fully expended before the end date of PY-2026 which is December 31, 2026. Rollover of grant funds into the following calendar year is not permitted except, in limited circumstances, upon prior written approval of the County. All requests must be submitted to OCT on the Project Change Request Form.

4. Representations. Grantee represents that:
 - a. The Grantee has met all the necessary procedural and substantive requirements and is qualified to receive the grant funds for the purposes set forth in the Application.
 - b. The Project will be performed or executed in Orange County, New York.
 - c. The Grantee made only one (1) application for municipal tourism grant funding in this calendar/program year, a copy of which is attached hereto as **Schedule A**.
 - d. The Grantee will use the verbiage "*This project is made possible, in part, with funds from the County of Orange and Orange County Tourism,*" in all promotion and advertising for the Project.
 - e. The Grantee, at its sole expense, has obtained or will obtain any and all easements, required authorizations and permits to carry out the Project before disbursement of grant funds by the County.
 - f. None of the grant funding shall be expended on costs inconsistent with the Grantee's Application.
 - g. The Grantee will hold the grand funds provided by the County under this Agreement in an appropriate municipal account such as, for example, a publicity fund account, as may be applicable.

5. Independent Contractor. The Grantee acknowledges that it is an independent contractor and not an employee or agent of either OCT or the County of Orange. In accordance with such status as an independent contractor, the Grantee covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of either OCT or the County, or of any department, agency or unit thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of OCT or the County, including, but not limited to, worker's compensation coverage, health coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

6. Reports; Deliverables. The Grantee shall submit such reports and other items as may reasonably be requested by OCT relating to the Project and the performance thereof and the Grantee's ability to fulfill its obligations under this Agreement. A final report shall be submitted to OCT, in the form prescribed in the attached **Schedule C**, no later than thirty (30) days after the date of completion of the Project, together with copies of all marketing materials. Failure to submit this report will render the Grantee ineligible to apply for MTG the following year.

7. Retention of Records. Grantee shall maintain complete, accurate and current records of all income and expenses relating to its operations and the activities performed pursuant to this Agreement. During the Term, and at any time within six (6) years thereafter, the Grantee shall make such records available upon request to OCT. OCT shall have the right, upon reasonable notice and at reasonable times, to inspect the Grantee's books and records, its offices and facilities, for the purpose of verifying information supplied to OCT or any other purpose reasonably related to monitoring the Project.
8. Termination; Default. Without limiting any other rights under this Agreement, the County shall have the right to terminate this Agreement if it determines that the Grantee has misrepresented any fact or supplied any false or misleading information to OCT in its Application or other material or reports, or has diverted any payments made under this Agreement to a purpose other than the performance of the Project, has failed to maintain or provide any records or reports required to be maintained, has failed to abide by any other term, provision or condition of this Agreement, or is unable to satisfactorily perform all or any part of the Project, or any of the Grantee's other obligations hereunder. In the event of termination, OCT may require the Grantee to refund any or all of the grant funding made under this Agreement. In the event of termination pursuant to this Section, the County will have no further liability under this Agreement.
9. Termination; Convenience. Without limiting the provisions of Section 8, if OCT determines that terminating this Agreement, in whole or in part, is in the best interest of the County, then it may terminate this Agreement by giving the Grantee written notice. Said termination shall become effective upon the mailing of such notice. In such event, OCT shall pay the Grantee for its pro rata share of costs incurred pursuant to this Agreement to the date of termination. Such payment together with any payments previously made to the Grantee shall not exceed the lesser of the value of the services performed as of the termination date or the amount set forth in Section 3.
10. Assumption of Risk; Indemnification; Insurance; Taxes. Grantee hereby assumes all responsibility for the risk of operation related to the performance of the Project, and shall indemnify, defend and hold OCT, the County, and their officials, employees, contractors, and agents harmless from and against any and all claims, losses, damages, liabilities, costs, or expenses (including reasonable attorney's fees and costs of litigation and/or settlement) arising out of the Project and the activities and programs performed by the Grantee relating to the Project, excluding claims arising out of the County's own negligence or willful misconduct. The Grantee shall carry all insurance and pay all taxes required by law in connection with the Project.
11. Assignment. This Agreement cannot be assigned without the prior written consent of the County Executive on behalf of the County.
12. Prevention of sexual harassment. Pursuant to the New York State Finance Law §139-1, by execution of this Agreement, the Grantee and the individual signing this Agreement on behalf of the Grantee certifies, under penalty of perjury, that the Grantee has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides

annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>

13. Governing Law; Venue. This Agreement shall be governed by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive, but instead must only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
15. Signatures. This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.
14. Entire Agreement; Inconsistencies. The rights and obligations of the parties, their permitted successor and assigns, shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among them. In the event, however, of any conflict between the terms of the Application and Proposal and the terms of this Agreement, the terms of this Agreement shall govern.

COUNTY OF ORANGE

CITY OF MIDDLETOWN

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

By: _____
Joseph M. DeStefano
Mayor

SCHEDULE A

APPLICATION AND PROPOSAL

Orange County & Municipalities Working Together

Municipal Tourism Grant



Municipality Applying:

City of Middletown

Date of application:

3/30/2026

Date you need the funds by:

7/1/2026

In effort to provide resources to municipalities as they plan and execute tourism events in Orange County, the County Executive launched a grant program. The program was approved by the Orange County Legislators and funding has been added to the 2026 Tourism Budget.

■ PLEASE MAIL OR E-MAIL COMPLETED APPLICATION

- E-mail - LSantiago@orangecountygov.com
- Mail - Orange County Tourism, ATTN: Lisa Santiago, 99 Mail Street, Goshen, NY 10924

■ PROGRAM DETAILS AND PROCESS

- Requests for grants will be accepted from municipalities **only**.
- Applications will be sent out to each municipal leader.
- Applications will be accepted from January 1, 2026, until July 31, 2026.
- Completed applications should be sent to the County's Tourism & Film Office and will be reviewed by the Municipal Tourism Grant Committee (MTGC).
- MTGC will meet on a monthly basis or on an *as needed* basis. Committee will not exceed five members.
- MTGC will recommend grant recipients to the County Executive after reviewing the application.
- Once approved, municipality will be required to enter into an agreement with the County of Orange (see sample agreement attached).
- Within 30 days of event or initiative completion, **municipality will be required** to submit final report (see sample agreement attached).

■ PROGRAM GUIDELINES

- Grants will be awarded to municipalities to use the funds towards a tourism event and/or activity that will result in the attraction of visitors to Orange County. You are encouraged to spend 25% of grant funds on promotion and advertising of approved event or approved activity.
 - Examples of awards: (may include, but are not limited to)
 - Funds awarded to a municipality for advertising and promotion expenses associated with XYZ event.
 - Funds awarded to a municipality towards the enhancement of signage for the event/activity.
 - Funds awarded to a municipality for enhancements to their website so that they are more user-friendly to visitors.

■ AMOUNT OF GRANT

- Grant range is \$2,500 - \$4,999 (on "as-needed" basis not to exceed \$4,999)
- Deadline for applications is July 31, 2026
- Grant must be used towards a tourism related event or marketing related initiatives that will ultimately lead to the increased awareness and visitation in the **current calendar year**. The awarded funds must be **fully expended in 2026**. Rollover is not permitted without the County's prior written consent.

Contact Information :

First Name : Caitlin

Last Name : McNamara

Title/Role at Municipality :

OECD Assistant Director

Address : 16 James St.

City :

Middletown

State :

NY

Zip Code :

10940

Phone Number :

8453464170

E-Mail :

cmcnamara@middletownny.gov

Orange County & Municipalities Working Together

Municipal Tourism Grant



Request information

Amount of funds you are requesting :

\$4,999

Date of Event (If Applicable) or date of completion of marketing related initiatives :

8/15/2026

Will you be using a portion of these funds to promote your event or Municipality?



YES



NO

Description of event/promotional material and reason for the request of funds:

Funds will be used to promote the City's Annual Run 4 Downtown weekend (8/13-8/15), which includes free outdoor music. Promotional materials will include mailers.

Purpose of event and Key Outcomes:

Encourage visitors/participants of the race to spend the weekend in Middletown, not just race day. Hotels and restaurants benefit from those who decide to enjoy all the events offered. Event will also promote The Paramount Theatre and future events.

Overview of how funds will be spent: Reminder that a portion of the funds must be used to promote the event or municipality.

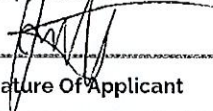
Funds will be spent on approximately 22,000 mailers, along with free outdoor music

A portion of grant funds must be used towards **promoting a tourism-related** event or **marketing-related** initiatives that will ultimately lead to **increased awareness** of the event and visitation to the county in the current calendar year. Please provide an explanation of how receiving these funds will lead to **increased awareness of your event and visitation to Orange County and how you will use a portion of these funds to promote your event:**

Funds will be spent on approx. 22,000 mailers. This 3-day event will encourage visitors/participants of the race to spend the weekend in Middletown and surrounding area, and encourage repeat visits. Local businesses will benefit from the increased foot traffic, and the Paramount Theatre will promote future events.

Joseph M. DeStefano

Name Of Applicant: Please Print


Signature Of Applicant

Mayor

Title of Applicant at Municipality

4/1/2026

Date

OFFICE RESPONSE:

Date Application was Received

Date of Committee Meeting

Approved for Funds:

YES

NO

Total of funds approved:

SCHEDULE B

**MUNICIPAL TOURISM GRANT
PROJECT CHANGE REQUEST FORM**

Grantees must complete and submit this form to Orange County Tourism for approval prior to the execution of any changes that materially deviate from the initial proposal outlined in the Application.

<i>Date</i>	<i>Grantee</i>
<i>Contact Name</i>	<i>Phone Number</i>
<i>Mailing Address</i>	
<i>E-Mail</i>	<i>Website</i>
<i>Project Title</i>	<i>Date(s) of Project</i>

1. What parts of the original proposal need to be changed?

2. Describe proposed changes:

3. Why is this change necessary?

4. How will this change affect the project's impact and goals?

Name & Title (print) _____ Signature _____

Approval Status – Orange County Tourism (For Office Use Only) _____

Approved

Denied

Date: _____

SCHEDULE C

**MUNICIPAL TOURISM GRANT
FINAL REPORT**

<u>Date of Report</u>	<u>Grantee</u>	
<u>Contact Name</u>	<u>Phone Number</u>	
<u>Physical Address, City, State, Zip Code</u>		
<u>Mailing Address, City, State, Zip Code (if different from physical address)</u>		
<u>Email</u>	<u>Website</u>	
<u>Project Title</u>	<u>Date/s of Project</u>	
<u>Location/s of Public Presentation/s of Project</u>		
<u>\$ Requested</u>	<u>\$ Received</u>	<u># of Attendees (if applicable)</u>

Were you able to accomplish the project as it was originally described in the grant application?

Yes No

If the answer above was no, please explain what changes (date, time, venue, artists, budget changes, etc.) were made and why they were necessary.

Did you submit a grant change form to Orange County Tourism for approval of the above changes?

Yes No

List specifically what the grant funding was spent on and how much was allocated to each aspect.

Name all modes of promotion that were used for the project. *Please attach copies of all promotional materials directly related to your funded project. (examples may include, but are not limited to, advertisements, posters, press releases, postcards, social media screenshots/printouts, etc.)*

How did you measure the success of this project?

What was the biggest challenge, if any, to accomplishing the project?



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 116-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing the City to Waive Side Walk Sale Fees for the Cinco De Mayo Celebration 2026

Resolved that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to waive the fees for sidewalk sales in the Downtown Mixed Use District for the weekend of May 1-5, 2026, as part of the Business Improvement District's Cinco de Mayo Celebration.

Prepared by:
 Rick McCormack, City Clerk

Attachments:

None



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

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 Seconded by: None
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Total				

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Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$20,846.36 Budget Transfer with the Police Department Budget

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$20,846.36, in the following manner,

FROM	TO	AMOUNT
A.3120.100 Personal Services	A.3120.200 Other Equipment For the purchase of a new police patrol bicycle and necessary equipment	\$5,400
	A.3120.200 Other Equipment	\$6,875

For the purchase of a metal detector \$4,500

A.3120.200 Other Equipment
For the purchase of 5 modems for wireless connection in patrol cars including installation costs \$4,000

A.3120.432 Background Investigation \$71.36
To cover the cost of the background process for upcoming replacement officers

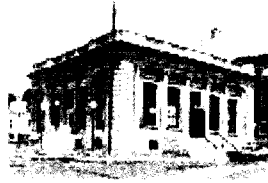
A.3120.434 Background Investigation
To cover the cost of shipping expenses on the postage line

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	image63183
----	------------

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-346-4140

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

April 29, 2026

Honorable Joseph DeStefano Mayor-City of Middletown
And Board of Estimate and Apportionment

Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the City of Middletown Common Council approve the following transfers requests within our 2026 budget lines:

From	Amount	To
A.3120.100 Personal Services For the purchsae of a new police patrol bicycle and necessary equipment	\$5,400	A.3120.200 Equipment
A.3120.100 Personal Services For the purchase of a metal detector	\$6,875	A.3120.200 Equipment
A.3120.100 Personal Services For the purchase of 5 modems for wireless connection in patrol cars and installation costs	\$4,500	A.3120.200 Equipment
A.3120.100 Personal Services To cover the cost of the background process for upcoming replacement officers	\$4,000	A.3120.432 Backgrounds
A.3120.100 Personal Serices To cover the cost of shipping expense in the postage line	\$71.36	A.3120.434 Postage

Very truly yours,

John Ewanciw
Chief of Police



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 118-26

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

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing a \$28,850.00 Budget Transfer to the Business Improvement District (BID) for Fertilizing & Weed Control

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$28,850.00, in the following manner,

FROM	TO	AMOUNT
General Fund Balance	A.6200.400 Contractual Services	\$28,850.00

To cover the cost to transfer to the BID District for fertilizing and weed services under the Monaco Proposal.

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

Attachments:

1.	042126 MONACO PROPOSAL-001
----	----------------------------

PROPOSAL

TONY MONACO LANDSCAPING, INC.
60 SCOTCHTOWN DRIVE
MIDDLETOWN, NY 10941
TEL: 845-343-9772 FAX:
845-343-9774

Date: 4/8/2026

Proposal To: City of Middletown Business Improvement District

Email: mbruni@middletownny.gov

Phone: 845-346-4170

Address: 16 James Street Middletown, NY

Landscape Maintenance Contract To Include the Following Locations

*City Hall *Police Station

*Erie Way Park (Including parking lot behind Tapped)

*John F. Degnan Square *King Street Park

*Run4 Downtown Park *Jerry's Park

Orchard Street Lot * Rail Trail Commons Lot

*South Street Lot *James Street Lot *Canal Street Lot

Spring Fertilizing & Weed Control – April 1, 2026 through April 30, 2026

- Fertilize all shrubs and trees. 1 time.
- Supply and Install Pre-Emergent weed control in all flower beds. 2 times.

Bi-Weekly Maintenance – May 1, 2026 – October 31, 2026

- Weeding beds and sidewalks, manually and with herbicide.

ADDITIONAL SERVICES FOR THE FOLLOWING.

*John F. Degnan Square *Erie Way Park

*Run4 Downtown Park *Jerry's Park

First application APRIL – Pre-emergent weed control with fertilizer

Second application MAY – Fertilizer, herbicide with post emergent weed control

Third application JUNE - Fertilizer, insect control with post emergent weed control

Fourth application SEPTEMBER - Fertilizer, with post emergent spot weed control

Fifth application OCTOBER - Fertilizer and lime

TOTAL: \$28,950.00

To be paid in 7 monthly payments of \$4,135.71

OTHER TERMS AND CONDITIONS -

Payment is due upon receipt of invoice.

- **A service charge of 2% per month will be charged to all overdue accounts and any legal or collection fees will be the responsibility of the owner.**
- **This proposal may be withdrawn by us if not accepted within 20 days.**
- **All work to be completed in a workmanlike manner according to standard practices.**
- **Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.**
- **All agreements are contingent upon strikes, accidents or delays beyond our control.**
- **Owner is to carry fire, tornado and other necessary insurance.**

Authorized Signature: *Anthony N Monaco*

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. Tony Monaco Landscaping, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 119-26

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

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a Proposal from Stratagem for Security Upgrades at City Hall

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$2,956.51, in the following manner,

FROM	TO	AMOUNT
H.0776.200 Police Camera Surveillance	H.0933.210 IT Equipment	\$2,956.51

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes acceptance of the proposal

from Stratagem to update the security system within City Hall; and

BE IT FURTHER RESOLVED; that the Mayor is hereby authorized to sign any and all documents necessary to effectuate the agreement; and

BE IT FURTHER RESOLVED; that, upon completion of the camera surveillance project, the remaining balance of \$2,956.51 is hereby authorized to be appropriated to fund necessary security upgrades within City Hall.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	City of Middletown City Hall - Access Update for Lock Down Proposal (003)
----	---



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 120-26

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

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing the Naming of the Courthouse as the Honorable Angelo J. Ingrassia, Middletown City Court

WHEREAS, the Honorable Angelo J. Ingrassia was a lifelong Middletown area resident who raised his family in the City of Middletown since 1958; and

WHEREAS, Judge Ingrassia’s wife, Judy, and daughter, Maria, continue to reside in the City of Middletown; and

WHEREAS, Judge Ingrassia had an extraordinary career in public service, including serving as Orange County District Attorney, Orange County Court Judge, and Chief Administrative Judge of the Ninth Judicial District; and

WHEREAS, Judge Ingrassia served with distinction, integrity, and dedication to justice throughout his career; and

WHEREAS, the City of Middletown wishes to honor Judge Ingrassia's legacy and lasting contributions to the City, Orange County, and the judicial system;

NOW, THEREFORE, BE IT RESOLVED; that the Common Council of the City of Middletown hereby authorizes the naming of the courthouse as the Honorable Angelo J. Ingrassia, Middletown City Court;

Prepared by:
Josepeh DeStefano, Mayor

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 121-26

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

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Awarding Bids for Street Materials & Asphalt Materials

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby awards the bids for highway materials to the lowest qualified bidders, as reviewed and recommended, with consideration given not only to unit pricing but also to proximity of the material source to the City, availability, and operational efficiency, with copies of the bid tabulation sheets attached hereto; and

BE IT FURTHER RESOLVED; that the following vendors are awarded contracts for the materials listed below, to be utilized as needed and as determined by the Deputy Commissioner of Public Works based on time considerations, distance traveled, and quantity required:

Dick's Concrete Co., Inc., 1053 County Route 37, New Hampton, NY 10958:

Screened Gravel: Stockpile @ \$25.95/ton; Plant @ \$21.45/ton
 NYS Item 304-2.02: Stockpile @ \$19.00/ton; Plant @ \$15.00/ton
 Crushed Stone #2: Stockpile @ \$25.45/ton; Plant @ \$21.45/ton
 Crushed Stone #3: Stockpile @ \$25.45/ton; Plant @ \$21.45/ton
 Run of Bank Gravel: Delivered @ \$19.50/ton; Loaded into City Trucks @ \$15.50/ton

Callanan Industries, 93 Sullivan Road, Monticello, NY 12701:

(Products from Montgomery or Monticello quarry)

NYS Item 403.16 T.C. Type 6: F.O.B. @ \$82.00/ton
 NYS Item 403.18 T.C. Type 7: F.O.B. @ \$90.00/ton
 NYS Item 403.13 A.C.B.C. Type 3: F.O.B. @ \$80.00/ton
 NYS Item 403.11 B.C. Type 1: F.O.B. @ \$80.00/ton
 NYS Item 403.12 B.C. Type 2: F.O.B. @ \$84.00/ton
 Asphalt Pre-Mix for Cold Patch: Delivery @ \$159.50/ton; F.O.B. @ \$144.00/ton *(Monticello quarry only)*

E. Tetz & Sons, Inc. / Tetz Asphalt, 63 Cemetery Road, Middletown, NY 10941:

NYS Item 403.14 A.C.B.C. Type 4: F.O.B. @ \$89.00/ton
 NYS Item 403.16 T.C. Type 6: F.O.B. @ \$89.00/ton
 NYS Item 403.18 T.C. Type 7: F.O.B. @ \$91.00/ton
 NYS Item 403.13 A.C.B.C. Type 3: F.O.B. @ \$88.00/ton
 NYS Item 403.11 B.C. Type 1: F.O.B. @ \$87.00/ton
 NYS Item 403.12 B.C. Type 2: F.O.B. @ \$87.00/ton
 Asphalt Pre-Mix for Cold Patch: F.O.B. @ \$145.00/ton

Quarry Management LLC, 131 US Route 6, Port Jervis, NY 12771:

NYS Item 304-2.02: Stockpile @ \$23.50/ton; Plant @ \$11.00/ton
 Crushed Stone #2: Stockpile @ \$26.50/ton; Plant @ \$14.00/ton
 Crushed Stone #3: Plant @ \$14.00/ton
 Rip Rap: Stockpile @ \$29.50/ton; Plant @ \$17.00/ton

Aden Mining & Materials, 22 McBride Road, Slate Hill, NY 10973:

Screened & Washed Sand: Stockpile @ \$33.95/ton; Plant @ \$28.95/ton (Bloomingburg)

Prepared by:

Attachments:

1.	2026 STREET MATERIAL and ASPHALT BID TAB SHEETS.xlsx PG2
2.	2026 STREET MATERIAL and ASPHALT BID AWARD LETTER RECOMMENDATION TO COUNCIL
3.	FINAL 2026 STREET MATERIAL and ASPHALT BID TAB SHEETS

PRE-MIX/ASPHALT MATERIALS

BID OF April 17, 2026	E. Tetz & Sons LLC. 172 Prospect Hill Rd. Brewster NY 10509	Tilcon New York, Inc. 9 Entin Rd Parsippany NJ 07054	Callanan Industries, Inc. PO Box 15094 Albany NY 12212		
Item 403.16 Top Course Type 6	DEL. TO CITY NO BID F.O.B PLANT \$89.00/TON	DEL. TO CITY NO BID F.O.B PLANT \$94.40/TON	DEL. TO CITY NO BID F.O.B PLANT \$82.00/TON		
Item 403.18 Top Course Type 7	DEL. TO CITY NO BID F.O.B PLANT \$91.00/TON	DEL. TO CITY NO BID F.O.B PLANT \$96.40/TON	DEL. TO CITY NO BID F.O.B PLANT \$90.00/TON		
Item 403.14 Asphalt Concrete Binder Course Type 4	DEL. TO CITY NO BID F.O.B PLANT \$89.00/TON	NO BID	NO BID		
Item 403.13 Asphalt Concrete Binder Course Type 3	DEL. TO CITY NO BID F.O.B PLANT \$88.00/TON	DEL. TO CITY NO BID F.O.B PLANT \$90.40/TON	DEL. TO CITY NO BID F.O.B PLANT \$80.00/TON		
Item 403.11 Base Course Type 1	DEL. TO CITY NO BID F.O.B PLANT \$87.00/TON	DEL. TO CITY NO BID F.O.B PLANT \$89.15/TON	DEL. TO CITY NO BID F.O.B PLANT \$80.00/TON		
Item 403.12 Base Course Type 2	DEL. TO CITY NO BID F.O.B PLANT \$87.00/TON	DEL. TO CITY NO BID F.O.B PLANT NO BID	DEL. TO CITY NO BID F.O.B PLANT \$84.00/TON		
Cold Patch	DEL. TO CITY NO BID F.O.B PLANT \$145.00/TON	DEL. TO CITY NO BID F.O.B PLANT NO BID	DEL. TO CITY \$159.50/TON F.O.B PLANT \$144.00/TON (MONTICELLO ONLY)		
Material upon which quotes are made is produced at:	63 CEMETARY RD. MIDDLETOWN NY 10940	GOSHEN QUARRY 2 QUARRY RD. GOSHEN NY 10924	93 SULLIVAN RD. MONTICELLO NY 12701 AND/OR 215 MONTGOMERY RD. MONTGOMERY NY 12549		

***PRICES ARE THE SAME FOR BOTH
LOCATIONS EXCEPT FOR THE COLD
PATCH- ONLY FROM MONTICELLO
LOCATION**

****AWARDED BASED ON TIME CONSIDERATION, DISTANCE
TRAVELED AND QUANTITY NEEDED PER JUDGEMENT OF
DEPUTY COMMISSIONER.**

PRE-MIX/ASPHALT MATERIALS

Department of Public Works

City of Middletown

Jacob S. Tawil, P.E.
Commissioner of Public Works



16 James Street
Middletown, NY 10940
Phone: 845-343-3169
Fax: 845-343-4014

April 30, 2026

Honorable Mayor and Members
of the Common Council
City of Middletown, NY

RE: Award Recommendation Letter
Street Materials & Asphalt Material Bids of April 17, 2026

Gentlemen:

I have reviewed the above captioned bids and respectfully request awarding the lowest qualified bidder the following. (Copy of bid tabulation sheets are attached). Please note, that a recommendation of award is not based on the unit bid price alone, but also on the close proximity of the source to the City.

Dick's Concrete Co., Inc., 1053 County Route 37, New Hampton, NY 10958:

Screened Gravel: Stockpile @ \$25.95/ton and Plant @ \$21.45/ton
NYS Item 304-2.02: Stockpile @ \$19.00/ton and Plant @ \$15.00/ton
Crushed Stone: #2 Stockpile @ \$25.45/ton and Plant \$21.45/ton
Crushed Stone: #3 Stockpile @ \$25.45/ ton and \$21.45/ton
Run of Bank Gravel delivered to various locations within the City @ \$19.50/ton and loaded into City Trucks @ \$15.50/ton
***Awarded based on time consideration, distance traveled and quantity needed per judgement of Deputy Commissioner.**

Callanan Industries 93 Sullivan Rd, Monticello NY 12701:

(*Products from either Montgomery or Monticello quarry)
NYS Item 403.16 T.C. Type 6: F.O.B. @ \$82.00/ton
NYS Item 403.18 T.C. Type 7: F.O.B. @ \$90.00/ton
NYS Item 403.13 A.C.B.C. Type 3: F.O.B @ \$80.00/ton
NYS Item 403.11 B.C. Type 1: F.O.B @ \$80.00/ton
NYS Item 403.12 B.C. Type 2: F.O.B @ \$84.00/ton
Asphalt Pre-Mix for Cold Patch: Delivery @ \$159.50/ton; \$144.00/ton F.O.B (*Monticello quarry only for Cold Patch)
***Awarded based on time consideration, distance traveled and quantity needed per judgement of Deputy Commissioner.**

E. Tetz & Sons, Inc. /Tetz Asphalt 63 Cemetery Rd., Middletown, NY 10941:

NYS Item 403.14 A.C.B.C. Type 4: F.O.B @ \$89.00/ton

NYS Item 403.16 T.C. Type 6: F.O.B. @ \$89.00/ton

NYS Item 403.18 T.C. Type 7: F.O.B. @ \$91.00/ton

NYS Item 403.13 A.C.B.C. Type 3: F.O.B @ \$88.00/ton

NYS Item 403.11 B.C. Type 1: F.O.B @ \$87.00/ton

NYS Item 403.12 B.C. Type 2: F.O.B @ \$87.00/ton

Asphalt Pre-Mix for Cold Patch: \$145.00/ton F.O.B

***Awarded based on time consideration, distance traveled and quantity needed per judgement of Deputy Commissioner.**

Quarry Management LLC. 131 US 6, Port Jervis, NY 12771:

NYS Item 304-2.02: Stockpile @ \$23.50/ton and Plant @ \$11.00/ton

Crushed Stone: #2 Stockpile @ \$26.50/ton and Plant @ \$14.00/ton

Crushed Stone: #3 Plant @ \$14.00/ton

Rip Rap: Stockpile @ \$29.50/ton and Plant @ \$17.00/ton

***Awarded based on time consideration, distance traveled and quantity needed per judgement of Deputy Commissioner.**

Aden Mining & Materials 22 McBride Rd., Slate Hill, NY 10973:

Screened & Washed Sand: Stockpile @ \$33.95/ton and Plant @ \$28.95/ton
(Bloomingburg)

***Awarded based on time consideration, distance traveled and quantity needed per judgement of Deputy Commissioner.**

Respectfully submitted,

Jacob S. Tawil, P.E.

Jacob S. Tawil, P.E.
COMMISSIONER OF PUBLIC WORKS

kg

SAND AND GRAVEL

BID of April 17, 2026	E. Tetz & Sons LLC. 172 Prospect Hill Rd. Brewster NY 10509		E. Tetz & Sons LLC. 172 Prospect Hill Rd. Brewster NY 10509		Aden Mining & Materials PO Box 217 Montgomery NY 12549		Aden Mining & Materials PO Box 217 Montgomery NY 12549		Aden Mining & Materials PO Box 217 Montgomery NY 12549		Aden Mining & Materials PO Box 217 Montgomery NY 12549		Tilcon New York, Inc. 9 Entin Rd Parsippany NJ 07054		Dick's Concrete 1053 County Rte 37 New Hampton NY 10958		Quarry Management LLC 237 Masthope Plank Rd Lackawaxen PA 18435		Callanan Industries, Inc. PO Box 15097 Albany NY 12212		
	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	Stockpile	Plant	
Screened & Washed Sand per ton	\$37.00/TON	\$30.00/TON	NO BID	NO BID	\$33.95/TON	\$28.95/TON	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$36.95/TON	\$31.00/TON	NO BID	NO BID	NO BID	NO BID
Screened Gravel per ton	NO BID	NO BID	NO BID	NO BID	\$28.60/TON	\$23.60/TON	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$25.95/TON	\$21.45/TON	NO BID	NO BID	NO BID	NO BID
NYS Item 304-2.02 per ton	NO BID	NO BID	\$23.50/TON	\$17.50/TON *10.00 PER TON MIDDLETOWN	\$20.90/TON	\$15.90/TON	NO BID	\$15.90/TON	NO BID	\$15.90/TON	NO BID	\$15.90/TON	\$35.60/TON	\$19.60/TON	\$19.00/TON	\$15.00/TON	\$23.50/TON	\$11.00/TON	\$30.00/TON	\$14.50/TON	
Crushed Stone: #2 per ton	\$30.00/TON	\$24.00/TON	NO BID	NO BID	\$25.45/TON	\$20.45/TON	NO BID	\$20.45/TON	NO BID	\$20.45/TON	NO BID	\$20.45/TON	NO BID	NO BID	\$25.45/TON	\$21.45/TON	\$26.50/TON	\$14.00/TON	\$36.00/TON	\$20.50/TON	
Crushed Stone: #3 per ton	NO BID	NO BID	\$29.00/TON	\$23.00/TON	\$28.40/TON	\$22.50/TON	NO BID	\$22.50/TON	NO BID	\$22.50/TON	NO BID	\$22.50/TON	NO BID	NO BID	\$25.45/TON	\$21.45/TON	\$26.50/TON	\$14.00/TON	\$36.00/TON	\$20.50/TON	
Rip rap(light stone fill) per ton	NO BID	NO BID	\$31.00/TON	\$25.00/TON	\$31.95/TON	\$26.95/TON	NO BID	\$26.95/TON	NO BID	\$26.95/TON	NO BID	\$26.95/TON	NO BID	NO BID	\$32.50/TON	\$28.00/TON	\$29.50/TON	\$17.00/TON	\$39.00/TON	\$23.50/TON	
Run of Bank Gravel delivered to various locations within the City of Middletown, NY per cu.yd.	NO BID		NO BID		\$25.85/CU. YD.		NO BID		NO BID		NO BID		NO BID		\$19.50/CU. YD.		NO BID		NO BID		
Run of Bank Gravel loaded into City owned trucks by the successful bidder per cu.yd.	NO BID		NO BID		\$18.90/CU. YD		NO BID		NO BID		NO BID		NO BID		\$15.50/CU. YD.		NO BID		NO BID		
The material upon which the prices are quoted is produced at:	3078 US 6 Slate Hill NY 10943		66 Tetz Rd. Chester NY 10918		680 Bloomingburg Rd. Bloomingburg NY 12721		90 Collabar Rd. Montgomery NY 12549		574 Rt. 416 Montgomery NY 12549		83 Black Meadow Rd. Chester NY 10918		Goshen Quarry 2 Quarry Rd. Goshen NY 10924		1053 CR 37 New Hampton NY 10958		Quarry is located in Lackawaxen, PA Distribution yard is in Port Jervis NY		93 Sullivan Rd. Monticello NY 12701		
	*4 MILES 10 MINUTES		*14-16 MILES 20-25 MINUTES		* 7 MILES 13 MINUTES		*11 MILES 19 MINUTES		* 11 MILES 22 MINUTES		* 13 MILES 26 MINUTES		*11 MILES 20 MINUTES		*6 MILES 13 MINUTES		8 MILES 22 MINUTES AWAY		*25 MILES 31 MINUTES		

****AWARDED BASED ON TIME CONSIDERATION,
DISTANCE TRAVELED AND QUANTITY NEEDED PER
JUDGEMENT OF DEPUTY COMMISSIONER.**



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 122-26

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

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Confirming the Mayor's Reappointment of Timothy Welch as Civil Service Commissioner

BE IT RESOLVED; that the Common Council of the City of Middletown hereby confirms the Mayor's reappointment of Timothy Welch as Civil Service Commissioner for a six-year term commencing June 1, 2026 and expiring May 31, 2033.

Prepared by:
 Josepeh DeStefano, Mayor

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 123-26

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

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Confirming the Mayor's Appointment of Kelly Connolly as Deputy City Treasurer

BE IT RESOLVED; that the Common Council of the City of Middletown confirms the Mayor's appointment of **Kelly Connolly** as **Deputy City Treasurer** to fill the unexpired term of **Rosa Tumminia**, which expires on **August 31, 2027**; and

BE IT FURTHER RESOLVED; that this appointment shall be effective **June 1, 2026**.

Prepared by:
 Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No:

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

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Introduction of Local Law #2: A Local Law Amending the City Charter Employee Residency Requirements

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 give the Common Council authority to waive the City Charter employee residency requirements in limited and critical hiring situations.

Section 2. Section 14a of the Charter of the City of Middletown is hereby amended by adding the following sentence at the end of the existing sentence, to read in its entirety as follows:

The Common Council shall have the authority, by a majority vote of its members, to waive these residency requirements if the Council finds that an exhaustive recruitment effort to fill a critical position cannot find a qualified candidate who resides within these required boundaries.

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.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: May 5, 2026
 Index No: 124-26

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 Richard P. McCormack
 Clerk to the Common Council

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Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

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

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

Prepared by:

Attachments:

None