

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MAY 18, 2021**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES
Council Meeting February 09, 2021
Council Meeting of February 16, 2021
Council Meeting of March 02, 2021
4. CORRESPONDENCE, COMMUNICATIONS AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
 - Police Department Promotions:
 - Evan Colon promoted to Lieutenant
 - Rich Regino promoted to Sergeant
 - Andrew Rosen promoted to Detective
 - Police Department Award
 - Evan Barone – Purple Heart & Medal of Valor
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES (NOTHING THIS EVENING)
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)
 - Resolution to approve to expand the LOSAP benefit from \$700.00 to \$1,200.00 annually and authorize the City Clerk to place this expansion on the ballot for a vote in November 2021.
 - Resolution to ratify the contract between the Middletown Professional Firefighters, Inc. and the City of Middletown dated January 1, 2021 to December 31, 2023.
 - Resolution to rescind Resolution #228-20 adopted on November 11, 2020 in regards to Chapter 215 COVID-19 Enforcement by requiring the wearing facemasks or face coverings in the City of Middletown to prevent the spread of COVID-19.



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- Resolution to close any and all streets and intersections necessary for the YMCA Annual Ruthie Dino Marshall Run on Sunday, June 13, 2021, beginning at 8:00 a.m.
- Resolution to authorize the Mayor to sign as the sole signatory all necessary documents required pertaining to DASNY grants for the Davidge Park Expansion Project (Davidge Athletic Park).
- Resolution to approve the new Sanitation Plan for the City of Middletown.
- Resolution to authorize the Treasurer to transfer \$5,726.00 within the Fire Department 2021 budget to cover unbudgeted costs of training.
- Resolution to approve an agreement between the City and its Bond Counsel (Orrick) to cover the proposed sale of bonds to E.F.C.
- Resolution to close Union Street for the Farmers Market, every Saturday from 7 AM to 2 PM from June 5, 2021 to August 5, 2021 temporarily once Erie Way Park is completed.
- Resolution to award the bids for surplus vehicles auctioned off through Auctions International for a total of \$11,020.00.
- Resolution to authorize the Mayor to sign an agreement from Fusco Engineering to provide professional services for a 2-lot subdivision at 28/30 Pilgrim Corners Road in the Town of Wallkill.
- Resolution to authorize the Treasurer to transfer a total of \$127,638.00 to cover the purchase of additional carts for the rollout of the new Sanitation Collection Program.

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.**



Common Council
Meeting
City of Middletown
February 9, 2021
8:00PM

President Rodrigues:

1. Roll: Ramkissoo - here, Tobin - here, Kleiner - here, Johnson - here, Jean-Francois - here, Burr - here, Green - here, Masi - here, President Rodriguez - here
2. Correspondence:

Nothing this evening.

3. President Rodrigues: For the Good of City: Anyone would like to address the council.
Eileen -

Eileen: Not at this time.

4. President Rodrigues: Remarks of the Mayor:

Female Speaker: He was not.

5. President Rodrigues:
Reports of the Department Heads:
Economic Development:

Maria Bruni:

Good evening everyone. Just want to update you on the renovations of 8-10 Mulberry Street, for the warming station. We did get our bids in a couple of weeks ago, and we got one bid and it was rejected on the spot. It was way over budget. So, we're going to Plan B, we're rebidding the job, but this time, we're - we're segmenting them individual bids and they're going out tomorrow. So, for instance, there's going to be - general contractors can bid, acoustical ceiling type contractors Fluen (phonetic), Interior Net and Exterior Doors. So the bids are going to be published tomorrow. And we're hoping that this might hopefully work, and get us some more bidders. And they'll be due February 25th. You could call the office - my office, or go online to request the bid package.

And last week, we had a new business open up in downtown, Fiercely Fit Nutrition. We had a ribbon cutting - the City and the bid did a ribbon cutting for them and, uh, exciting to see a new business opening up during these times. And go check it out and pretty good product. And I know she was also busy all weekend long, she told me so. We're happy to have her join Middletown.

So that's all I have for tonight. If anyone.

President Rodrigues: Ald. Johnson.

Ald. Johnson:

A quick question. I see activity - the Paramount. What's the status of that project?

Maria Bruni:

We finished the sound system, now the facade is being done. They started painting, but then the cold weather set in and the snow obviously. Doors are on order, the doors should be coming soon, and then the windows are all going to be replaced. And hopefully, with - if we get a break in the weather at some point, then it's going to be completed. So it's on its way, and you know, I would anticipate March, early April it will be all completed.

Ald. Johnson:

That sounds great, congratulations.

Maria Bruni:

Thanks.

President Rodrigues: Anyone else? Thank you Maria.

Maria Bruni:

Thank you.

President Rodrigues: DPW Commissioner:

Jacob Tawil:

Good evening all. Can you hear me okay with this box - with this enclosure here? Council President, can you hear me?

Male Speaker: Find out what camera is on.

[Laughter]

This is the Council President idea to - to put us inside the cage, all the speakers in there, so we would not be infecting you guys with anything. But hopefully you can hear us and see us. So, uh, good evening all. And report to you obviously with the snow storms, you can see them, you can feel them. We urge the public to just keep your sidewalks shoveled, please, and do not throw the snow back on the street. I know it's tough, we have too much snow in there, but try the best you can to keep it in your yard, the front yard, side yard, whatever, but don't throw it back on the street, please.

We've out - code enforcement has been out shoveling our own sidewalks - city owned sidewalks, and people who are, uh, have not shoveled their sidewalk. And we've been focusing on the commercial areas and issue but that hundred and seventy-seven tickets, not tickets, warning -

warning letters to people, remind them that if you do not shovel your sidewalk, we're gonna come and shovel it and charge you for it, and, uh, and so on. So please help us out. Work with us, because we don't have the personnel we have for the Water and Sewer Department, between water main breaks, they're helping the street department and the plowing, Parks and Recs is helping. Everybody is trying to help. We have people out in COVID. So help us out please by cooperating and, uh, to keep the City safe and the streets, sidewalks are passable.

We had a big opening for New York Rising last Thursday. Two bids came in, one for West - Westname culvert placement, and, uh, is by the entrance, by the City Line almost, by Maple Hill Park and then Grand Street culvert replacement, the one we've been talking about for a long time. The bids were favorable, two different bidders, one each project, I think it's gonna end up going and, uh, hopefully by the end of the week, we'll make a decision with New York Rising and the consultant, and we'll make a recommendation for you guys to (inaudible) the bid to one or two bidders, and receipt for signing the contract. Again, that's a three and a half million dollar grant from New York Rising from the Governor's Office.

Before you tonight, also, there's a request for resolution to approve, uh, authorize the Mayor to sign an agreement with DOT for funding the ADA curbs and sidewalks project that has been going on in here, and now it's a matter of getting reimbursement. As you know, the value of the project is four point three seven million dollars, and we're responsible for about twenty percent of it, which is about eight hundred - eight hundred and seventy thousand dollars. So that's before you tonight. So I would request that you approve that, so that the Mayor can - can proceed with signing it and sending it over to DOT. I think it's the first or second - I think it's the first resolution on the agenda.

Also, I'd like to thank the Mayor very much for reappointing Brian Smith as Deputy Commissioner and Mark Pendle as Deputy Commission as well. And I want to thank you - I don't want to be presumptuous, but I would to - I would like to thank you guys for supporting the Mayor's appointment, and then without me being presumptuous, you know, these guys have been working very hard for us, uh, both of them, and I'm very proud to have them next to me as Deputy Commissioners. I rely on them a lot, and they are working very hard for us and for the City.

And with that, I will conclude my remarks.

President Rodrigues: Ald. Green.

Ald. Green:

Yeah, thank you. Uh, Commissioner, can you just comment on someone who has like a corner lot with sidewalk - it's important for them to shovel out to the street so people can cross, is that - is that on - that's on the homeowner, correct?

Jacob Tawil:

Yes, you got it.

Ald. Green:

Okay. I got a few calls about that - if - if, you know, they have a corner and - and -

Jacob Tawil:

Exactly.

Ald. Green:

- if they don't shovel out to the street, it almost defeats the purpose.

Jacob Tawil:

Exactly, especially for the handicap person -

Ald. Green:

Yes, absolutely.

Jacob Tawil:

- or somebody who is disable - or somewhat disabled, they need really this break, they can't climb over. Absolutely, that's a good point.

Ald. Green:

Yeah, that's - thank you.

Jacob Tawil:

Yes, sir.

President Rodrigues: Ald. Masi.

Ald. Masi:

Commissioner, I'd like to go back over on the removal of the snow. You send out a letter -

Jacob Tawil:

Yes.

Ald. Masi:

- two or three days -

Jacob Tawil:

Five.

Ald. Masi:

Five days.

Jacob Tawil:

Yeah. It's in our code.

Ald. Masi:

Okay. It may be something we have to look at, because I do a lot of walking, and I know I came in to your office, and we spoke the other day. Uh, the upper end of North Street, I walk, and I had to walk in the middle of the street because neither side - many lots were not - I'm not gonna say all, there were some - there were several that were, uh, Wickham Avenue, the same thing. And given five days, with no penalty, I think may be something I'd like to look at. And, if they are a repeat, I certainly - is there anything - if the second - my - my particular street, I don't do it. Five day- you send me a letter, on the fifth day, I decide to shovel. Unfortunately, like we've had in the last week, multiple storms, the next storm comes by, I don't do it, you send me another letter. I wait, okay, three days. I would like to look into if the other members of the council, because I don't know about you, but, uh, it's terrible when you have to walk out in the middle of the street or not even in the middle, on the side of the street with the cars coming by. And I see people repeatedly not doing it, not shoveling and I just think we're giving them too much leeway.

Jacob Tawil:

That's - that's a good point. Uh, you know, I'm for having like, uh, like some kind of a repeat offender type list. I'm in support of that - repeat offender.

Ald. Masi:

We do have it, we did it because of CVS on East Street, we had it - we jacked up the fines and everything.

Jacob Tawil:

We jacked up the prices - like yesterday - we - we did this Fulton Plaza - which is Fulton and, uh, Fulton and Canal Street.

Ald. Masi:

Yeah, that's one of the ones I walk on.

Jacob Tawil:

Yeah, we - we just did, after we send the five day letter and there we just did it yesterday I think, and the - the charge is \$500.00. You know it's a lot of money, and, uh, uh, remember we used to do it for CVS -

Ald. Masi:

Yeah.

Male Speaker:

Uh, Jacob, and question again, and I don't mean to interrupt, but do we send out the letter?

When I or a code enforcement or one of the other council people happen to see it, it may be the third

or fourth day after that. We send the letter, it takes two days for them to get the letter. We give them five days, for crying out loud, the sun will melt it after awhile.

Jacob Tawil:

That's exactly - that's exactly what happens is, your responsible 24 hours after the snow event to shovel your sidewalk. So what happens is, 24 hours and we give them the 24 hours, then we send our code enforcement officers, we don't wait for you to call or anybody else, we send our code enforcement officers and the four different wards. Each code enforcement gets a ward. And we take pictures and we send letters. Once we go clean it up in there, we take pictures and we send a bill over, because many - many people, they come and challenge us. They say, no, no, I cleaned it, it wasn't you and all that stuff, so we show pictures on all that stuff. So that's what - that's what we do. That's not - that we also get referrals, absolutely. Today I got referrals from several streets. Some of them were already on our list. Some of them were not. So - but that's where the five days comes from and there - once it happens in there, we send a letter out, it takes couple of days for you to get the letter. If we make it like two days, might as well not even send the letter, because you're not gonna get it.

President Rodrigues: Thank you. Ald. Johnson.

Ald. Johnson:

Well not to get into a long discussion, but I understand it's a public safety issue - I get that. I also understand for a commercial property owner, that's the cost of doing business, to get the snow removed. As far as residential, uh, there's lots of stories. I mean what if it's geriatric couple. In the old days, kids walked around and they shoveled your driveway for five bucks. I don't know if kids do that anymore.

Male Speaker:

It's (inaudible) station now.

Ald. Johnson:

It's neither negligence or defiance, sometimes it's inability to get somebody to come and do it, and then you go down and that person will say okay, well, in five days I'm gonna send you a bill for a hundred and fifty bucks to shovel your driveway. So I'm not disagreeing or agreeing, I'm just saying there's a multi-faceted conversation.

Male Speaker:

Well here in a couple of months, we'll be complaining about our neighbors not cutting our grass, and we're gonna ask for private landscapers to come on their property and mow their grass. I'm one of them, cause I hate when my neighbors don't cut their grass. Here it's the same thing, we could probably put a committee and Ald. Jean-Francois can look at - we can't, when there's twenty-four inches of snow, we cannot send our DPW guys to every sidewalk, even in violation seven days after and violating. We're lucky that the schools are not running full swing, because every school, every sidewalk, you'd be walking on the street. So I think we need to put a committee to look at and assigning - if it's one - do three days or we have (inaudible) back there. The twenty-four hours - after

you feel - your twenty-four hours, then we can violate them, and send the landscaper out and do the driveway. We pay their bill and we - we hit the homeowner with that bill. Plain and simple, they should know, they live in that area where a sidewalk needs to get done. If any - you know, I can understand there's a situation where somebody can't do it, but everyone's responsible. They have to have their sidewalk cleared twenty-four hours after a storm. So that's enough time or - or we need to violate them. Five days, weekends and all this doesn't count, doesn't help. And your - your men were out there forty-one hours straight. And they can't be saying, all right, now go do Fulton Plaza and CVS and you know, Rite Aid. When we put Dolson Avenue - we're gonna put sidewalks on Dolson Avenue, that's gonna be another thing. If you drive 211, nobody does 211 sidewalks, they're all, all, uh, full of snow. This evening, all against Fort Knox, it was three feet of snow against that - that sidewalk and that's in Downtown. So we need to make sure and we'll put in a committee, let's please, landscaper for grass in a couple of months, and now for the snow, and let's pass something. Our attorney can work very hard and fast to work about retail prices, work from home - he can definitely pass a law to find somebody.

Male Speaker:

Jacob one more thing, I have a question - Wall Slater Field, I know is full of snow now. Is there any line - anything going?

Jacob Tawil:

Yeah, the contractor, uh, the contractor is concerned about the fill material that is there and he's worried about cracking in his - in his work and there - is the field itself or the track, he's worried about it. So, uh, the architect on the project - they hired Gea Technical Engineer, and they're gonna do certain borings. Hopefully, next week we're gonna be doing that to see what kind of fill there is. I thought it was very clear for everybody that we had this whole - this whole field is built on ten foot of fill material, and I thought that was clear, but it appears that the contractor did not know about it. So, we're gonna do this, and apparently, the solution would be putting some kind of gio - gio, uh, uh, gio fabric in there under - under the subgrade - whatever we're gonna end up doing and that will reinforce the soil. And then we can temp it and we may have to do some kind of release for the contractor if there's any - any kind of cracking - premature cracking in there because of the settlement or because of the soil under it. So that's something we're working on right now. And the Mayor, he just signed the change order today, to be honest with you, but the weather is not very conducive to them doing it, but next week, I think they're gonna try to do the certain borings and the gio technical investigation and then we'll go from there.

Male Speaker:

Okay.

President Rodrigues:

Thank you. Anyone else? Thank you, Jacob.

Jacob Tawil:

Thank you.

President Rodrigues:
Fire Chief?

Mr. Barber:
I have nothing this evening.

President Rodrigues: Any request from the Fire Chief. Thank you Fire Chief. City Clerk.

John Naumchik:
Nothing this evening.

President Rodrigues: Corporation Council.

Alex Smith:
I'd like to bring you up to date with what's happening with City Court. As you know, City Court was closed for a few months. Then it opened it was about mid September, early October, with a real backlog. We were actually having court three days a week back then. Most of the backlog got worked out. However, in December, the court system ordered all the courts to go back to virtual, some of them had not been there - I say go back, but City Court went seriously virtual. It is - it's a slow process. It's - it's - it takes time. The Judges don't want to have hearings or trials. I can't blame them for that, because it's difficult to even just communicate sometimes, using Zoom, people are on phones. It's - it's - it's not the best of situations.

So the latest idea has been, at least on track, like I'm not talking about codes, but for traffic, we're gonna try to do things by mail. So starting a couple of weeks ago, I sent out I think it was over a hundred letters, which basically constituted plea bargaining offers to people who were charged with various traffic offenses. By mail, I made them offers, uh, and gave them instructions on how to fill it out. So we are waiting to see how well that works. Uh, we're back down to now two days a week. It's too early to tell if it's working well. We've had - many people have pled guilty by mail. Other courts have done it. I can't tell you how many, uh, it's not gonna work for. We started to get some letters that are undeliverable. We've gotten phone calls - how do I do this, how do I do that. I know that in some other courts, they basically says, don't call us with any questions, nobody's gonna answer you, because the flow would be too heavy. So, it's a little bit too early, but we are - we are trying it out, and, uh, - cause we don't know how long it's gonna be before the courts can get back into business. Especially now with something like traffic and codes where you're talking about packing a court room, even one as big as Middletown, with an awful lot of people. So that's - that's where we are right now with that. If anybody has any questions, I'm happy to -

President Rodrigues:
Any question with Alex? Thank you Alex. Ald. Masi.

Ald. Masi:
Just a couple of things. One, please be safe out there with this snow and everything and if you get

an opportunity, please shovel your sidewalks. Make it clear for people, especially and I'm gonna be careful when I say this, because I know the Mayor is probably listening to all that, the elderly people, that are trying to navigate.

And one last thing, uh, Chief Barber, I, uh, would like to and I'm sure the council would like to congratulate you on your son's appointment. If in case you didn't - anyone here doesn't know that Nick's son, Trevor, was selected - was hired as a paid firefighter. And let me be very clear, Nick had nothing to do with it. It came from a civil service test, a civil service list and he was interviewed by the Mayor and the other chiefs. Uh, Nick was not a participant in it, but congratulations to your son and to your family and to you, Chief.

President Rodrigues:
Ald. Tobin.

Ald. Tobin:
Nothing this evening.

President Rodrigues:
Ald. Green.

Ald. Green:
I'll just, uh, the sidewalk shoveling. It's really important. We hear a lot about it from our neighbors and our constituents and, uh, you know, shovel out into the street, going to the street, not into the street, let me be clear on that. Uh, you know, sometimes we see people using snow blowers and blowing it into the street. Don't do that either. Uh, you know, it really makes the situation worse and our DPW and all of the departments are working so hard during this to keep the streets safe and - and they're doing a phenomenal job, so, uh, you know, kudos to everyone working to keep us all working, and, uh, everyone just be safe, and, uh, you know, more snow is coming, so just be ready and, uh, we'll see you next - next week.

President Rodrigues:
Ald. Johnson.

Ald Johnson:
Thank you. I'm just gonna take a moment to offer two COVID updates for animals, cause people keep talking about that and COVID is obviously still in the news. People still want to know, can my animal get it from me or give it to me or give it to somebody else. Uh, there's still the occasional tiger that's showing up in the news at various zoos, but as far as domestic pets, it's not really thought to be a problem. However, the current and I emphasize the word current, cause as you know with COVID, everything is momentary, the current recommendation is if you are infected with COVID, you should treat your household pet like any other member of the family with respect to distancing and protecting the pet as a carrier.

You never know where COVID will go, I had on my news (inaudible) today, some of you may know,

I did not know that Denmark is the, uh, the largest producer of fur in the United States - uh, in the world, for mink, and some of those mink tested positive for COVID, and there was a concern in the country that they might carry mutants virus form. And as a result of that, last month, they - they euthanized seventeen million mink in Denmark and they compensated the farmers three billion dollars for their loss. So you never know where COVID will take you or how seriously the country will take it. I thought that was pretty dramatic.

Male Speaker:

Any - any work from home?

Ald. Johnson:

It was a home industry as well, yes. (Inaudible).

Male Speaker:

(Inaudible) billion dollars, Alex.

Ald. Johnson:

Thank you.

President Rodrigues:

Ald. Ramkissoo.

Ald. Ramkissoo:

And now is good time to hit record on your DVR, cause I agree with Ald. Masi about -

Ald. Ramkissoo:

- that's right, people. Um, this shoveling thing, you have to do it. I live across the street from a bus stop. These kids are going down to the bus, they're in the road. They're in the road by an intersection. My road - street is relatively busy and the road's already narrower from the snow being in the street and the plowed snow. I almost hit a gentleman last night, picking my daughter from swim, because he was just walking in the dark and in the middle of the road, and barely saw him. And now I've gotta figure out how to navigate. They're just not wide enough right now to have two cars passing, pedestrians in the street, so your - that's your responsibility as a property owner in Middletown, is you need to maintain your sidewalk. And it's for the safety of everyone, the driver's, pedestrians, all of us. And also if you have a hydrant near your home, please God, uncover it, because if there is a fire and they have to shovel that thing out of plowed snow, we're gonna lose homes. So, if you live near one, that is also, I hope you believe, your responsibility that you will shovel out that hydrant. And that's all I have for that.

And the Fire Service (inaudible) congratulations Chief Barber, I guess service just runs in the family. So, welcome to your son.

And that's all I have tonight. Stay safe.

President Rodrigues:
Ald. Kleiner.

Ald. Kleiner:

Uh, thank you. I just want to begin by thanking all the people who are volunteering for our different boards tonight. We have a whole list of people and, uh, I think we're gonna do them all one at a time. But, uh, serving on these boards and most of them, almost all of them, are unpaid positions, so we really do appreciate it. They do keep the city going.

Uh, sidewalks - you know, if you're going to be walking in the street at night, try not to wear all black or dark brown and - and with your head down - the same thing, just coming down here tonight, there's someone walking out in the street and you see him at the last second, because nothing visible on them, so wear something light or carry a flashlight or do something and, uh, you know, if you're that unaware, you probably not listening at a city council meeting, so - but if you see somebody tell them, just - just kind of slow down and let them know, we can't see you. Thank you.

President Rodrigues:
Ald. Jean-Francois.

Ald. Jean-Francois:

Yes, good evening, thank you. First of all I'd like to thank everyone for their support and their prayer in my brother's passing. And speaking of snow, we all know so far this year, we had one of the biggest snow storm. Uh, there's still more to come, but again, I thank the street department. These guys did a phenomenal job, I mean, I could hear the plow truck from Sunday evening till Monday afternoon they were out there, very aggressively to clean out the street. So I want to thank the Commissioner of DPW in the street department, personally, for doing a great job. Thank you.

President Rodrigues:
Ald. Burr.

Ald. Burr:
Nothing this evening.

President Rodrigues:

New Business. New Resolutions sponsored by Ald. Masi, authorizing the implementation and funding in the first instance a hundred percent of the federal aid and state (inaudible) program aid eligible cost of a transportation federal aid project and appropriating funds therefor.

Res: 15-21 WHEREAS, a Project for the ADA Accessible Sidewalks and Ramps in the City of Middletown, Orange County, PIN 8761.49 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 97-20 adopted by the City of Middletown on 05/19/20 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work.

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

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

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

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

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

RESOLVED, that the sum of **\$31,333** (\$2,331,333 minus previous \$2,300,000) is hereby appropriated from the General Fund Balance and made available to cover the cost of participation in the above phases of the Project; and it is further

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

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

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

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

RESOLVED, this Resolution shall take effect immediately.

Resolution sponsored by Ald. Masi, seconded by Ald. Green. Any discussion?

Roll:

John Naumchik:

<u>Names:</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoo	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi		x		
President Rodrigues	x			

Resolution passes.

Resolution sponsored by Alderman Tobin Mayor's reappointment of William Hungerbuhler to the Board of Assessment Review term to expire 9/30/25.

16-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of William Hungerbuhler to the Board of Assessment Review term to expire 9/30/25.

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoo	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution sponsored by Ald. Green to concur with the Mayor's reappointment of Dan Higby, to the Planning Board, term to expire 12/31/2027.

17-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Dan Higbie to the Planning Board term to expire on 12/31/27.

President Rodrigues:

Resolution sponsored by Ald. Green, seconded by Ald. Tobin. Any discussion?

02-09-21

Roll:

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoon	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution passes. Resolution sponsored by Ald. Johnson to concur with the Mayors reappointment of Valerio Bruni to the plumbing ward, term to expire on 12/31/2021.

18-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Valerio Bruni to the Plumbing Board term to expire on 12/31/21.

President Rodrigues:

Resolution sponsored by Ald. Johnson, seconded Ald. Ramkissoon. Any discussion?

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoon	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution sponsored by Ald. Ramkissoon, to concur with the Mayor's reappointment of Dean Coleman to the Middletown Housing Authority, term to expire on 12/31/2023.

19-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Dean Coleman to the Middletown Housing Authority, term to expire on 12/31/23.

President Rodrigues:

02-09-21

Resolution sponsored by Ald. Ramkissoon, seconded by Ald. Green. Any discussion?

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoon	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution sponsored by Ald. Kleiner, to concur with the Mayor's reappointment of Greg Cortez to the Middletown Housing Authority, term to expire on 12/31/2022.

20-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Greg Cortez to the Middletown Housing Authority, term to expire on 12/31/22.

President Rodrigues:

Resolution by Ald. Kleiner, seconded by Ald. Burr. Any discussion?

Roll:

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoon	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution passes.

Resolution sponsored by Ald. Jean-Francois, to concur with the Mayor's appointment of Anthony Joseph Cantoli to the Industrial Development Agency to replace John Degnan, term to expire on 12/31/2021.

21-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's appointment of Anthony Joseph Cantoli to the Industrial Development Agency to replace John Degnan, term to expire on 12/31/21.

President Rodrigues:

Resolution sponsored by Ald. Jean-Francois, seconded by Ald. Burr. Any discussion?

Roll:

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoo	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution passes.

Resolution sponsored by Ald. Burr to concur with the Mayors reappointment of Wayne Hawkins and Joseph DeStefano to the Industrial Development Agency, term to expire December 31st, 2021.

President Rodrigues:

Resolution sponsored by Ald. Burr, seconded by Ald. Kleiner. Any discussion?

22-21 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:

- Wayne Hawkins, Industrial Development Agency term expire 12/31/21
- Joseph M. DeStefano, Industrial Development Agency, term expire 12/31/21

John Naumchik:

Roll:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoo	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			

Masi	x
President Rodrigues	x

Resolution passes.

Resolution sponsored by Ald. Masi to concur with the Mayor’s reappointment of Debra Mills to the Board of Police Commission, term to expire 12/31/2024.

23-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor’s reappointment of Deborah Mills to the Board of Police Commission term expire 12/31/24.

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoon	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution passes.

Resolution sponsored by Ald. Tobin to concur with the Mayor’s reappointment of Jean Vignola to the Board of Police Commission, term to expire 12/31/2024.

24-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor’s reappointment of Gene Vignola to the Board of Police Commission term to expire 12/31/24.

President Rodrigues:

Resolution sponsored by Ald. Tobin, seconded by Ald. Ramkissoon. Any discussion?

John Naumchik:

Roll:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoon	x			
Tobin	x			

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Kleiner	x
Johnson	x
Jean-Francois	x
Burr	x
Green	x
Masi	x
President Rodrigues	x

Resolution passes.

Resolution sponsored by Ald. Green to concur with the Mayor's reappointment of Brian Smith, Deputy Commissioner of Public Works, term to expire 12/3/2021.

25-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Brian Smith, Deputy Commissioner of Public Works, term to expire 12/31/21.

President Rodrigues:

Resolution sponsored by Ald. Green, seconded by Ald. Kleiner. Any discussion?

Roll:

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoo	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution passes.

Resolution sponsored by Ald. Johnson to concur with the Mayor's reappointment of Mark Pengel, Deputy Commissioner of Public Works, term to expire 12/31/2021.

26-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Mark Pengel, Deputy Commissioner of Public Works, term to expire 12/31/21.

President Rodrigues:

02-09-21

Resolution sponsored by Ald. Johnson, seconded by Ald. Burr. Any discussion?
Roll:

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoo	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution passes.

Now we have the unsponsored resolution to concur with the Mayor's reappointment of Alex Smith, Corporation Council, term to expire 12/31/2023.

Male Speaker:

Motion to table. No, I'm sorry.

President Rodrigues:

Do we have a motion? Ald. Kleiner, do we have a second?

Male Speaker:

I (inaudible) the second.

President Rodrigues:

You want to table it?

Male Speaker:

I withdraw the motion to table it. No, second the motion on the floor.

27-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Alex Smith, Corporation Counsel, term to expires 12/31/23.

President Rodrigues:

All right, roll.

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
-------------	-------------	-------------	----------------	---------------

Ramkissoo	x
Tobin	x
Kleiner	x
Johnson	x
Jean-Francois	x
Burr	x
Green	x
Masi	x
President Rodrigues	x

Resolution passes.

Congratulations Alex.

Resolution sponsored by Ald. Ramkissoo to concur with the Mayor's reappointment of Rich Croughan, Assistant Corporation Council, term to expire 12/31/2021.

28-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Richard Croughan, Assistant Corporation Counsel, term to expire 12/31/21.

President Rodgrigues:

Resolution sponsored by Ald. Ramkissoo, seconded by Ald. Tobin. Any discussions?

Roll:

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissoo	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution passes.

And we saved the best for last. Resolution sponsored by Ald. Masi to concur with the Mayor's reappointment of Maria Bruni, Director of Economic and Community Development, term to expire 12/31/2021.

29-21 RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor's
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reappointment of Maria Bruni, Director Economic & Community Development term to expire 12/31/21.

President Rodrigues:

Resolution sponsored by Ald. Masi, seconded by Ald. Johnson. Any discussion?

Roll:

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissooon	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

Resolution passes.

That is all for new business.

President Rodrigues:

Audit.

Mr. President, I move the accounts be audited, the claims be adjusted and the City Treasurer be authorized to issue warrants for the payment.

President Rodrigues:

Resolution sponsored by Ald. Masi, seconded by Ald. Green.

Roll:

John Naumchik:

<u>Name</u>	<u>Ayes</u>	<u>Noes</u>	<u>Abstain</u>	<u>Absent</u>
Ramkissooon	x			
Tobin	x			
Kleiner	x			
Johnson	x			
Jean-Francois	x			
Burr	x			
Green	x			
Masi	x			
President Rodrigues	x			

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Resolution passes.

President Rodrigues:
Move for adjournment.

Alderman
Masi
So moved.

Alderwoman
Ramkissoo
Second.

Meeting Ended:
8:34PM

**Common Council
Meeting
City of Middletown
February 16, 2021**

1. Pledge of Allegiance- Pres. Rodrigues asked all to rise for the pledge.
2. Roll Call: Present: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr Pres. Rodrigues-9
3. Approval of Minutes (Nothing this evening)
4. Correspondence (Nothing this evening)
5. For the Good of the City
No one from the public
6. Remarks of the Mayor

Good evening. I'm going to schedule tomorrow the State of the City, re-schedule from last week. I'm hoping to do it on Thursday but I understand there's weather issues so it's going to be virtual so we may just tape it and then play it at a certain time but we'll have an announcement tomorrow on the State of the City time. The only pressing issue, the one that I want to give an update on, is the Mulberry House Warming Station update. As you know we are going into 8-10 Mulberry Street. This is the construction as it stood today. The big part of the problem with the delay was the HVAC system in the newer part of the building. We had material issue, we couldn't get materials and we cannot move with the rest of the construction until the HVAC system is in gear. This should be done by the end of the week, this portion here and then we can move on to the plumbing and electrical. I want to give you an idea on the construction timeline, because there have been some people who have raised some issues and I want to thank alderman Green and alderman Kleiner or constantly checking and updating, getting updates on this. On November 9th we did engage the architect. We had an environmental inspection on November 11th, the Environmental report was received on November 23rd, the HVAC, plumbing and electric inspections were done also the week of November 23rd. By December 28 we had the architect submission, we met with the architect to review plans and specs and that was by January 5th. The BID Notice was in the legal ad on January 8, 2021 and we had a BID opening on January 28th. As you know I was hoping to be in to the project by January. We are not lying, it was an ambitious goal but we thought it was doable but the fact that the HVAC system has to be totally replaced in the new section and the delay in getting material was the major issue and that's why the delay and even getting the project out to BID. The estimate from the architect was around \$250-\$260,000.00 and that was the gold standard of everything we wanted to get done in the building both, now and over the next few months. As you know, we have \$250,000.00 in federal money, under the Care's Act that we are utilizing. Few weeks back when we realized that we had to separate in order to move the project along quicker and the fact that we would need additional funds anyway, based on the architect's projections, and this is prior to the bid opening, the Common Council then appropriated additional \$50,000 of fund balance to the project to

make the total project cost \$300,000.00. So once the one and only BID was read and it was \$885,775.00 we had no choice but to reject the BID and I'm sure people in that neighborhood understand that we are not going to pay almost 2.5 times for the project what the architect estimated it to be, it would be criminal for us to do that so we did not do it, we rejected that BID. So, we then brought the project back in the house, had more meetings with the architect and Maria Bruni's office then, who handles housing rehabs for the City, we have a person on staff part-time, Mike Zahorchak, who oversees some of that work, so we are scaling the project back. Rather than bid the electrical, plumbing, and the HVAC, we placed that out to under the City time and material bid that is done annually and that would meet the criteria for our HUD reimbursements. So that will move the project along and all 3 of those trades will be... One of them is up and running now, the other two will be up by next week. We had 4 separate individual bids, one is the General Contractor, handling all of the work, remaining work, acoustical ceiling, floors and interior and exterior doors. We already know that the exterior doors are going to take a delay, they are going to take a while but what we have there is doable to get us by as soon as we can open up the facility. So, the schedule that we have now is HVAC will be completed by the end of this week, electrical work will be commenced this week and at the end of this week, depending on weather, or next week and the plumbing work also will commence next week. The good news is also that we have a signed lease now, that was approved by the Board of Estimate and the Council on December 10th and we submitted the lease to GMIC on December 14. The plans went to GMIC for their review on January 5th and GMIC approved both, the plans and the lease. So, we are working basically off the same set of plans, we've been in constant contact with GMIC, they are in agreement on how we are moving forward, they just want the best product and they understand the constraints the City will be in in not accepting that bid. We are not hiding anything, we are not intentionally delaying anything, we would love to get people into the facility but we have to do it right. Originally, we made the presentation that we thought we could do it for just \$250,000 of federal money and you guys were kind enough to inject that additional \$50,000 of the City funds into the project. So, we are doing everything that we can, it's just that we can't produce the HVAC system and we can't get people to make a reasonable bid. The only other delay would be if we still don't get any reasonable bids and then we'll have to look into alternatives for the floor or kitchen cabinets. The major stuff is being done right now. The most important thing is the HVAC system. Any questions? Thank you.

7. Remarks of Dept. Heads

Maria Bruni/Economic Development - Good evening. The only thing tonight I have on the Agenda, I have a transfer in our Community Development budget and to accept DASNY Grant in the amount of \$250,000.00 for the construction of the pavilion in Erie Way Park that was secured by Assemblywoman Gunther and to authorize the Mayor to sign it. Those are 2 items I have for tonight. Thank you.

Jacob Tawil/Commissioner of Public Works- Good evening all. Before you tonight is a request for resolution to award two bids for the W. Main Street Culvert replacement and the other one for Grant Street Culvert replacement. This project is funded by the governor's office through NY Rising. And the Mayor was able to get a grant for 3.5 million for this project and we have until February next year to complete this project and we would request your support for this resolution authorizing the Mayor to award the bids and sign the contracts with the bidders. The other thing,

just a reminder for everyone to keep your sidewalks shoveled and cleared and fire hydrants as well to be cleared in your neighborhood, that's for your own protection if the Fire Department comes. This season we've been getting hit with the snow storm, snow event after snow event, the freezing rain and so forth, so please help us out and do not make us come out there in order to shovel the snow on your own sidewalk and then charge you for it and possibly take you to court and make you pay fines because we just simply don't have the man power to do it and we would request everybody's cooperation to keep the sidewalks and streets safe, for pedestrians to be able to walk from point A to point B and it's much better for our city, for the quality of life and we really don't want to shovel anybody's side walk and charge them for it and take them to Court and make them pay fine so help us out and work with us.

Another incident, I meant to talk about it during the last meeting, but it didn't happen but you heard about some security breach in the water treatment plan in Florida where some hacker was able to control sodium hydroxide in there and overfeed it to try to inflict harm on the people who were drinking the water. As far as Middletown is concerned and our computer system, we have our private security firm overseeing this, different from the City's firm for the IT and also, we were audited by the State Comptroller's office, they did a very thorough audit and they were very happy with our security system. They suggested certain things to do for us and we did and we implemented the improvement right away and then we went beyond that so we are very confident that our water system is protected from such an incident and we have operators that are looking out for anything that could go out of balance within the chemical feed. With that I will conclude my remarks.

Pres. Rodrigues: Police Chief has nothing this evening. Does anybody have anything for the Police Chief?

Alex Smith/Corporation Counsel – Nothing this evening.

John Naumchik/City Clerk – Nothing this evening.

8. Public Hearings & Grievances

John Naumchik/City Clerk: Public Hearing for proposed revising of Chapter 475 Zoning, Subsection B of Home Occupation of Section 475-4.

Pres. Rodrigues opened the public hearing at 8:14PM

Pres. Rodrigues: We did change the language a little bit for the Girls Scout cookies.

Alex Smith/Corporation Counsel – The language now reads retail business sales; business sales are not included in home occupations.

Pres. Rodrigues: Retail business.

Ald. Kleiner- I just want to mention that we did have a very thorough discussion of this at the Committee last time. We have looked at many sides of this and I think that retail business sales is a very good solution. Thank you.

On motion of Ald. Masi seconded by Ald. Tobin Public hearing was closed at 8:16PM

9. Petitions & Complaints

Nothing this evening.

10. Remarks of Aldermen

Ald. Masi-Happy birthday John. Another thing is as Jacob said, please people, because there's going to be a lot of information out there in coming weeks about snow removal, please take care of your sidewalks. There are people that walk and you are forcing them out on the street and I personally have witnessed on several occasions in the last week where people had to either jump back or get back into the snow bank as not to be possibly hit by a car so we know it's an inconvenience, but it is your responsibility so please do so and Jacob, your guys have just done an outstanding job and thank you very much.

Ald. Tobin-Nothing this evening.

Ald. Green- Thank you. First, I do want to thank the Mayor for the presentation on the warming station. As you said we do get some comments and questions, and it's nice to know that we have all the information right here so we'll pass that along to anyone who asked for it. And everyone just please do keep your sidewalks clear. I've heard from a lot of people who mentioned that they have elderly neighbors and they asked if they can help and shovel it for them so try and help out your neighbors especially in this time and we'll see you next meeting. Thanks.

Ald. Johnson-Thank you. We did discuss that in the Committee - the home business and I appreciate the classification, it kind of addressed all my concerns, thank you very much. With respect to the police document, I did take an opportunity, the mayor graciously offered me some time to look at some questions on the applications. The Chief of Police offered me some time to do that as well and I also met with bishop Williams just to get his take on the experience so I think it was a good document. I also read the document that Ald. Tobin forwarded to us from Mr. Sussman. I respectfully disagree, I did not find it to be self-congratulatory exercise but everybody's entitled to their opinion. But my real question is, I know it's mandated, is it going to be a living document where we look at it every 2 years or is it just going to be put on the shelf and say we are good to go. Obviously, I asked the question because I'd like to see it reviewed in some way. What isn't monitored doesn't get measured and I think some of the elements of that document are worth of measuring and monitoring. Thank you very much.

Ald. Ramkissoo- I don't have anything this evening, I just want to say happy birthday to John, because honestly without John I don't know how many of us really function, so it is important day for us, John. That's really all I have. Jacob, thanks for keeping our roads safe and for my constituents in my ward I told many of them if you struggle with the snow I've got myself and a few kids and we'll come help you if we have to or find you the help you need. I know it's not

easy for everyone to get out there and shovel piles of snow but there's help if you just reach out, we can help you get it. That's all.

Ald. Kleiner: Thank you. I want to thank the mayor for his presentation on the Mulberry House and I want to thank all the very generous people who volunteered and helped while it had to be at Temple Sinai and that's been working very well and they've got a lot of donations and a lot of help and the community really stepped up so I thank everyone involved. With the police document – it was a pretty thorough document. The one thing I didn't mention was the subject of mental health that came up and there was a suggestion that it was probably our fault that we are not supporting mental health and that was vociferously rejected because it is really the county and it is really the State and we need funds in mental health and we need to pay attention to mental health and the whole country shows you that right now. And I also want to thank, there was a really wonderful presentation on Sunday and it's a group calling themselves "Because It Matters 24/7". So, it was a lot of local history, a lot of black history, a lot of residents and students and singing and poetry and it was a wonderful event. It's from 6 West Barbershop and Williams and they did a great job so we hope that it is repeated and that they do it again because it really was terrific. Thank you.

Ald. Jean-Francois-Nothing this evening.

Ald. Burr- First I want to thank the School District that put up 90,000 meals last Thursday for all the students for the whole week that they are out so thank you for food service and feeding all our wonderful kids in the City. Just remember garbage and recyclables in our ward and John, happy birthday.

11. Unfinished Business John Naumchik-Nothing this evening.

12. New Business

30-21 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.

On motion of Ald. Masi seconded by Ald. Green

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

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

31-21 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.

On motion of Ald. Tobin seconded by Ald. Masi

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.

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

32-21 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.

On motion of Ald. Green seconded by Ald. Jean-Francois

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.

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

33-21 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.

On motion of Ald. Johnson seconded by Ald. Green

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.

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

34-21 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.

On motion of Ald. Ramkissoon seconded by Ald. Tobin

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.

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

35-21 Resolution to authorize the Treasurer to transfer \$300.00 within the Community Development Department 2021 budget.

On motion of Ald. Kleiner seconded by Ald. Burr
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:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
CD 8686.495	\$300.00	CD 8686.893

02-16-2021

Misc. Disability

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

36-21 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.

On motion of Ald. Jean-Francois seconded by Ald. Burr

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 FURTHER 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.

COMMON COUNCIL
CITY OF MIDDLETOWN
CERTIFICATION OF RESOLUTION

I, John C. Naumchik, City Clerk and Common Council Clerk of the City of Middletown, do hereby certify that I have compared the foregoing copy of this resolution with the original on file in my office, and that the same is a true and correct transcript of said original resolution and of the whole thereof, as duly adopted by said Common Council at a meeting duly called and held at City Hall on _____ by the required and necessary vote of the members to approve the resolution.

WITNESS My Hand and the Official Seal of the City of Middletown, New York, this _____
day of _____, 2021.

John C. Naumchik
City Clerk

02-16-2021

Clerk of the Common Council
City of Middletown, NY

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

37-21 Resolution to authorize the City Treasurer to transfer \$82,812.00 within the 2021 City budget to reflect change in Police Contract.

On motion of Ald. Burr seconded by Ald. Ramkissoo

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:

<u>FROM:</u>	<u>AMOUNT:</u>	<u>TO:</u>
A.9000.890	\$82,812.00	A.9000.889
Welfare Fund Ins.		Dental/Optical Inc.

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

38-21 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.

On motion of Ald. Masi seconded by Ald. Tobin

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

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

39-21 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.

On motion of Ald. Tobin seconded by Ald. Masi

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.

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

40-21 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.

On motion of Ald. Green seconded by Ald. Johnson

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 it's 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.

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

41-21 Resolution to concur with the Mayor's reappointment of Dave Madden and Andrew Britto to the Industrial Development Agency.

On motion of Ald. Johnson seconded by Ald. Burr

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

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

42-21 Resolution to concur with the Mayor's reappointment of Anna Madden and Alvaro Garcia to the Architectural Review Board.

On motion of Ald. Ramkissoon seconded by Ald. Green

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

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Pres. Rodrigues-9

43-21 Resolution to award the bids for both W. Main St and Grant St Culverts.

On motion of Ald. Kleiner seconded by Ald. Tobin

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, contingent on review and approval by GOSR 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.

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Burr
Près. Rodrigues-9

13. Local Laws (Nothing this evening)

14. Audit (Nothing this evening)

15. ADJOURNMENT

There being no further business

Meeting adjourned at 8:30pm

Respectfully submitted,

Karen Sisco

**Common Council
Meeting
City of Middletown
March 2, 2021**

1. Pledge of Allegiance- Pres. Rodrigues asked all to rise for the pledge.
2. Roll Call: Present: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8

Absent: Ald. Burr-1
3. Approval of Minutes (Nothing this evening)
4. Correspondence (Nothing this evening)
5. For the Good of the City
No one from the public
6. Remarks of the Mayor

Good evening. I would like to report that we did have a successful vaccine site at the Mulberry House this past Saturday. These are last minute locations that are being set up through New York State and it was a combination of a local City sign-ups, which we use our senior list primarily and notifications through different churches and business leaders. We had 50 vaccines allocated to the City and we ended up getting additional 30 to 40 vaccines at the end so we had a stand-by list so I want to thank all who were able to come down on a stand-by list and we understand that there is a lot more demand for the vaccine than we have and there are calls for us to have Middletown locations; there are Middletown locations, these are by appointment, we have Cornerstone-is doing vaccines, Union street online, if anyone needs assistance and signing up for any of those, you should contact my office or contact the Senior Center directly. We are providing assistance to those who have trouble or don't have access to internet and we want everyone to get a vaccine. Good news coming in today is that President Biden announced that by the end of May everyone who want a vaccine should be able to get a vaccine because of the deal they made between Johnson & Johnson and Merc, two competitors will be producing Johnson & Johnson vaccine. Our role is to encourage people, if you are medically cleared to do so, to please get the vaccine. There are more vaccines rolling into our area, into our county. The County executive Newhouse announced last night that there will be additional vaccines through the County. Our senior list does go to the County, so if you are on that, we signed you up for it and we understand the frustration that many of you have but we don't control how many vaccines come into the community. We only control to a certain extent, the calls that are made, and some people missed the call and especially on a stand-by we have to move on the next person. So it's complicated, but it's going to get better and we just ask everyone to please continue trying. We signed up two people at CVS, if you go to cvs.com there's a mechanism for doing it and there

are more pharmacies throughout the County that have vaccines and ny.gov, the state site that will create more opportunities for more vaccines. And if you are a senior and you need transportation, we will provide it for you; our senior bus will bring you down and if you need to, call the Senior Center and coordinate with them.

My only other issue tonight is the warming center. As you know I thought we were moving quite quickly and I gave the breakdowns and we ended up getting a bid for \$880,000.00 which we had to reject and so we will not meet our January goal. Unfortunately, over the weekend, and I don't know who placed this in people's doors but it's very unfortunate that someone would do that and try to scare people in the neighborhood around the temple with a lot of false information and it's titled "It ain't over till it's over".

Mayor DeStefano read the letter.

This is ... when we run for the office we expect some mis-information but the mis-information is not on behalf of the City, it is on behalf of the person who wrote this and didn't sign it, yet distributed it and it is unfortunate, the name calling... I have to commend Andrew and Jerry for communication throughout the process and their assistance and getting this new location at the old Mulberry Street, the way the Council moved to appropriate the money, \$250,000.00, it's federal money, so we have to go through the process. We can't just take federal money and spend it without doing bidding and we did bid the project, it came out to \$880,000.00 with one bidder, so we pulled the project back in, we did not award it. We then brought the project up to Community Development who usually does our housing rehabs and we were able to come to the Council for an additional \$50,000 which Jerry and Andrew supported and were able to push through, and I reported this in previous meeting, so the writer either is not watching the meetings or is just outright lying about the progress being made at the Mulberry House. The HVAC system is complete, the electrical work is also underway and the plumbing work is also underway and this has all been reported publicly so it's a despicable lie is deplorable, it's a scare tactic. I hope it's targeting my comments primarily to the people in that neighborhood that received this, they don't deserve this type of information going out to them. Tonight, we will be awarding the general contractor amount, in the amount of \$29,880.00, the acoustical ceiling in the amount of \$13,300.00 and the flooring amount in the amount of \$6,740.00, the doors – maximum will be \$39,750.00 which is replacing 24 doors at the unit price of \$1,656.25 each. We won't be replacing all the doors. So this project, in order for us to have the warming center move in will be moving ahead quickly. In fact, the demolition has begun, because we had to have some demolition done for the HVAC people, so it's moving as quickly as we can but the delays are not due to anyone lying or anyone misrepresenting and I would welcome the person who wrote this, to come here publicly and I would like to question him about his sources of information, about public bidding, his comments in his memo to these folks are outrageous and find out what the source of his information is. The money, as I said, is being spent appropriately, this is part of the Care Act funds the Community Development office followed every procedure, every step, including verifying with HUD that this will be an eligible item both, verbally and in writing. So if any of the neighbors have any concerns, you can contact your alderman, if you want, you can call my office at 346-4100, or you can call me and I would be more than happy to give you a tour of the site, as work is in progress and you can see for yourself that what was put on your door is lie. And that all I have. Any questions? Thank you.

7. Remarks of Dept. Heads

Jacob Tawil/Commissioner of Public Works- Good evening all. Just to report to you about the condition of our department. DPW, we have a lot of people, unfortunately out on COVID, related to infection, including the deputies so we are a quite a bit understaffed but so far, the level of service provided is maintained by DPW and hopefully they will be back very soon, and we keep checking on them and I wish them a speedy recovery, all of them, including some of our foremen in the water department, some of the skilled labor, some people in sanitation so we really are hurting, including administrative staff, we are hurting but so far the quality of work has not been compromised.

The 20-24-inch water main coming from the filter plant down along Monhagen Avenue is ready to start this month, hopefully in one week, weather permitting. The traffic operations our consultants submitted, hopefully it's going to be the final alteration of revision for the traffic operations which is the 21-million-dollar project, most of it is a grant – 95% of it is a grant; so we are hoping to start the construction, bidding at least, in April. So we are pushing as fast as we can and before you there are several resolutions for DPW in there and I'd be happy to answer any questions once we get to them, if you have any questions regarding that.

Pres. Rodrigues: Wolslayer Park?

Mr. Tawil: We are going to do the deep soil exploration, with geotechnical engineers, so that's a matter of scheduling it with the project architect and to try to come up with some kind of resolution how to deal with the fill material in there, which like I said before, hopefully it's going to be just some kind of... City saying that we do expect some settlement over the long term with the track and with the field itself so that the contractor can proceed doing his work with minor reinforcement. So that's where we are.

Ald. Green: Commissioner, I've been getting a few questions about the Sanitation plan. Do you have any kind of timeline that we are looking at with the new trucks and cans and things like that?

Mr. Tawil: Yes, the mayor, next Council meeting the mayor will update you on that. The cans, they are ready to be deployed sometimes this month but the mayor next Council meeting will address all that. They are ready to ship almost and the trucks are not going to be here until October but at least cans will be there and there is going to be strong enforcement the mayor will get into all that and myself next Council meeting.

Ald. Green: Thank you.

Ald. Jean Francois: It seems like we are doing pretty good with the loader behind the truck because I watch those guys many mornings and with the loader it just brings up the can and be able to lift so I don't see any lifting doing by our workers which is a good thing.

Mr. Tawil: Exactly. Once we have those cans. Right now very few homes they bought them on their own, that will fit on our tipper at the back so there isn't going to be a manual in there but

I've been taking some video in there, documentation and going after our sanitation trucks and showing how people are and there's usually one can and around it all kinds of small ShopRite plastic bags built around it so our guys have to go push it apart, push the small bags aside, dump the one can, bring the can back, fill the small bags inside the can, then take the can back to the truck, come back again and with all that exposure we had one of our guys cut his finger, he had to go to the emergency room because of that so all this is gonna have to be real strong code enforcement in there so none of this is gonna be tolerated anymore once we distribute the can and that's what the mayor and I will address hopefully next Council meeting. But yes, it should be much easier. Once we have people abiding by the rules, which is basically – no small garbage cans or small plastic bags all over the place, just put it in one can.

Pres. Rodrigues: Talking about garbage, bulk pick up is after Easter? We are going to start after Easter?

Mr. Tawil: You mean the spring cleanup? We haven't set it up yet to be honest with you. That's the last thing right now, unfortunately, with so many casualties of COVID, including my deputies and all that stuff but we will get it scheduled, yes.

Nick Barber/Fire Chief – Good Evening. Today we responded to 115 alarms. We had one structure fire about 2 weeks ago up on Watkins Avenue, everybody was fine, couple of people had smoke inhalation but it turned out to be ok. It is still under investigation and just to let everybody know about 75-80% of first responders have received their first shot and probably 40% of them received their second shot already so that's going pretty well. Any questions?

Pres. Rodrigues: Chief, the fire parade this year.

Nick Barber/Fire Chief: it's looking very grim. We've got responses back from neighboring departments, that they will not commit at this time and they are looking in July to commit. We can't wait till July to set up a parade, so I actually spoke with Councilman Green last night, we were running some ideas, maybe the City will just hold the parade, we'll invite some first responders...

Pres. Rodrigues: We can do a committee if you want.

Nick Barber/Fire Chief: We can do that because we were looking to boost some morale around here. So let's start the committee and let's get on it.

Ald. Tobin: I was out walking around today and I noticed there was a street nearby me that I guess a truck was on fire and like melted the siding on a house and there is some fire damage. I was just curious, is there a certain amount of time that they have to fix that?

Nick Barber/Fire Chief: That's not up to us, that's actually up to the homeowner's insurance company.

Ald. Tobin: All right. In your experience does it usually get fixed pretty quickly?

Nick Barber/Fire Chief: No. Again, it's up to the homeowner's insurance company. How they are going about it, once the fire's out, the emergency is over, we pack up and we are leaving. We turn it over to the building inspector and code enforcement.

Ald. Tobin: Ok. Thank you.

Chief Ewanciw/Police Chief – Good evening. Before you this evening is a continuation of our police panel. It's actually the final stage of whether we adopt the ideas that we put before you last meeting or not. I will take questions on any of that if there's any follow up questions that anybody may have in regards to the panel. *(There were no questions)*. With nothing I'd just like to thank all the participants that participated in the panel, they put tremendous time and effort between three meetings, follow up conversations, emails, one-on-one meeting, whatever it may be. Same with some of the residents of the community who actually have reached out either by email, telephone or in person to discuss some of the concerns. At the end of the day I felt that we put a lot of effort into it amongst everybody involved, and the things that we walked away with, those take away items, none of that could have been done without your support, the support of the Mayor, the support of the Police Commission because a lot of it came with the cost so without your support we couldn't have implemented some of them, specifically body cameras, in such a short period of time. So thank you for that and I feel like we are going in the right direction, the whole process is moving in the right direction. It's great to hear the concerns and the ideas of our community and making sure that we are meeting their needs.

Ald. Jean Francois: The body cams, are they being active right now? Are they helping the department?

Chief Ewanciw: Yes, they were fully implemented at the beginning of January so all patrol officers do have them, they utilize them on a daily basis. The policy procedure is in place, they are reviewed as per policy procedure and so far, so good. You know I think it's a learning curve. The officers have to become comfortable with them, we have to utilize them as a tool to make sure that the department is protected at all times.

Ald. Jean Francois: Thank you.

Alex Smith/Corporation Counsel – Nothing this evening.

8. Public Hearings & Grievances

Nothing this evening.

9. Petitions & Complaints

Nothing this evening.

10. Remarks of Aldermen

Ald. Masi-Nothing this evening.

Ald. Tobin-I can almost see the spring around the corner, I'm looking forward to the warmer weather and lower heating bills. So, let's think positive.

Ald. Green- Thank you. We did have a meeting of the Planning and Economic Development Committee this evening, we are reviewing the subdivision, we are just waiting on a little more information on it before we schedule public hearing. Also, Mayor, I want to thank you for addressing the letter that was passed around – I won't give it much more attention than it deserves. It is full of misinformation unfortunately. I know everyone who has reached out to me and I verified the information with the ones I have spoken with and we've been very forward and I'm very happy to hear the updates this evening. Everyone just please keep being masked up and social distance and good news always seems to keep coming with the vaccines. Spring maybe around the corner, like alderman Tobin said, and hopefully there are going to be brighter days. Thank you.

Ald. Johnson-Thank you. With respect to the warming station correspondence, I think it speaks for itself, it's unfortunate. Legislative committee met earlier this evening. We made some zoning changes, we'll have public hearing t the next meeting, which will be March 16th. Thank you.

Ald. Ramkissoo- Nothing this evening.

Ald. Kleiner- Thank you. I also wanted to thank the Mayor. I was going to read that letter, I thought it was too good not t read but I didn't remember to bring it so I'm glad he did. Andrew and I just wanted to know who is Bozo #1 and who is Bozo #2 so that we can be clear on that. We are hoping next month; the weather will be warm enough so we can resume having our constituents' meetings and have them outside. And there will be a lot more vaccines and it will be much safer but we are not going to do that yet, but hopefully next month and my wife and I got our first dose last week at the County, down at Hatfield Lane and the Orange County Health Department was there and I just want to commend the people from the Health Department who were there because they were really wonderful, they were in great spirit, they were very helpful and it was a really good operation so I want to send some thank you to them. Thank you.

Ald. Jean-Francois-Nothing this evening.

11. Unfinished Business (Nothing this Evening)

12. New Business

44-21 Resolution to amend Resolution, #160-20, to authorize the Treasurer to transfer an additional \$240,000.00 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.

On motion of Ald. Masi seconded by Ald. Green

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 it's previous Resolution, #160-20, is hereby amended to authorize the Treasurer to transfer an additional \$240,000.00 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.

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8

Absent: Ald. Burr-1

45-21 Resolution to declare a 2000 Ford Pick-Up from DPW vehicle surplus.

On motion of Ald. Tobin seconded by Ald. Masi

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to declare the following vehicle surplus from DPW and authorize the Commissioner of Public Works to dispose of the vehicle in the most advantageous way to the City since it is non-repairable and no use to the City:

<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>VIN#</u>
2000	Ford Pick Up	1FTWX33F9YEC47023

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8

Absent: Ald. Burr-1

46-21 Resolution to award the bids for Street Materials.

On motion of Ald. Green seconded by Ald. Ramkissoo

WHEREAS, bids were opened by the Board of Estimate and Apportionment on February 11, 2021, for the Street Materials, 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 bid be awarded to the as per the attached memo dated February 16, 2021,

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 Street Materials to the following:

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

Screened Gravel: Stockpile @ \$17.20/ton; Plant @ \$15.20/ton
N.Y.S. Item 304-2.02: Stockpile @ \$16.10/ton; Plant @ \$14.10/ton
Crushed Stone: #2 Stockpile @ \$19.35/ton; Plant @ \$17.35/ton
Crushed Stone: #3 Stockpile @ \$18.55/ton; Plant @ \$16.15/ton
Rip rap (light stone fill): Plant @ \$19.50/ton
Run of Bank Gravel delivered to various locations @ \$15.50/cu. yd.
Run of Bank Gravel loaded on City trucks @ \$14.70/cu. yd.

Callanan Industries 93 Sullivan Rd, Monticello NY 12701:

N.Y.S. Item 304-2.02: Plant @ \$10.00/ton- at the discretion of the Commissioner
Crushed Stone: #2 Plant @ \$13.00/ton- at the discretion of the Commissioner
Crushed Stone: #3 Plant @ \$12.85/ton- at the discretion of the Commissioner
Rip rap (light stone fill): Plant @ \$13.80/ton-at the discretion of the Commissioner

E. Tetz & Sons, Inc. /Tetz Asphalt 130 Crotty Rd., Middletown, NY 10941:

Screened & Washed Sand: Stockpile @ \$19.75/ton; Plant @ \$17.50/ton
Rip rap (light stone fill): Stockpile @ \$20.00/ton
NYS Item 403.16 Top Course Type 6: F.O.B @ \$67.00/ton-due to close proximity of Plant & to preserve temperature of Asphalt
NYS Item 403.18 T.C. Type 7: F.O.B. @ \$68.00/ton
NYS Item 403.14 A.C.B.C. Type 4: F.O.B @ \$66.00/ton
NYS Item 403.13 A.C.B.C. Type 3: F.O.B @ \$66.00/ton- due to close proximity of the Plant & to preserve temperature of Asphalt
NYS Item 403.11 B.C. Type 1: F.O.B @ \$65.00/ton- due to close proximity of the Plant & to preserve temperature of Asphalt
NYS Item 403.12 B.C. Type 2: F.O.B @ \$65.00/ton- due to close proximity of the Plant & to preserve temperature of Asphalt
Asphalt pre-mix for cold patching: F.O.B @ \$125.00/ton

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8

Absent: Ald. Burr-1

47-21 Resolution to renew a contract with CherryRoad Technologies Inc. for information technology support services for the City.

On motion of Ald. Johnson seconded by Ald. Kleiner

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to renew the attached contract with CherryRoad Technologies Inc. for information technology support services for the City of Middletown for 2021 and authorize the Mayor to sign the attached contract.

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8

Absent: Ald. Burr-1

48-21 Resolution to approve an agreement with Pets Alive.

On motion of Ald. Ramkissoo seconded by Ald. Johnson

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to approve the attached agreement with Pets Alive to provide shelter for dogs seized within the City of Middletown for the year of 2021 with no increase from past years.

LET IT BE FURTHER RESOLVED: that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the agreement for the 2021 period.

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8

Absent: Ald. Burr-1

49-21 Resolution to authorize the Mayor to sign the Title III-B Transportation Agreement with the County of Orange.

On motion of Ald. Jean-Francois seconded by Ald. Green

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached contract with the County of Orange for the City of Middletown III-B Transportation Agreement for the Mulberry Senior Center.

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8

Absent: Ald. Burr-1

50.21 Resolution to authorize the Treasurer to transfer \$82,986.30 within the 2021 budget to cover the exclusion of the 2014 Bond Interest due in 2021.

On motion of Ald. Kleiner seconded by Ald. Ramkissoon

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$82,986.30 within the 2021 budget to cover the exclusion of the 2014 Bond Interest due in 2021 with applying the extra budgeted in Health Insurance since the 2021 Rates came in lower than anticipated in the following manner:

<u>FROM:</u>	<u>AMOUNT:</u>	<u>TO:</u>
A.9000.860	\$82,986.30	A.9710.701
Health Insurance		Interest on Indebtedness

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8
Absent: Ald. Burr-1

51-21 Resolution to authorize the Treasurer to transfer \$2,425.92 within the 2020 DPW budget to cover payment of chemical purchases.

On motion of Ald. Masi seconded by Ald. Johnson

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$2,425.92 within the 2020 DPW budget to cover payment of chemical purchases in the following manner:

<u>From</u>	<u>Amount</u>	<u>To</u>
G.8130.415	\$2,425.92	G.8130.458
Light & Heat		Chemicals

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8
Absent: Ald. Burr-1

52.21 Resolution of an addition to the AAA transportation contract with the County providing an additional \$3,386 to the existing agreement and request authorization for the Mayor to sign.

On motion of Ald. Kleiner seconded by Ald. Tobin

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment an approval of an add on to the AAA transportation contract with the County providing an additional \$3,386 to the existing agreement and request authorization for the Mayor to sign.

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8
Absent: Ald. Burr-1

53-21 Resolution to hereby ratify and adopt a plan for police force deployments, strategies, policies, procedures and practices as per the Governor's Executive Order No. 23.

On motion of Ald. Kleiner seconded by Ald. Green

WHEREAS, on or about June 12, 2020, Governor Andrew Cuomo signed Executive Order No. 23 ("EO 203"), and

WHEREAS, EO 203 required the City of Middletown to perform a review of current police force deployments, strategies, policies, procedures and practices, and to develop a plan to improve same, and

WHEREAS, EO 203 required the City to develop the aforesaid plan to meet the goals of mitigating police-involved deaths and racially biased law enforcement, and

WHEREAS, EO 203 required the City to convene certain defined interested persons to develop such plan, and

WHEREAS, EO 203 required the City to offer the final developed plan for public comment.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that the Council hereby confirms that the above review was performed, that the above plan was developed with the required input by interested persons, and offered for public comment on February 16, 2021, and it is further

RESOLVED that the above plan has been presented to the Council, along with any submitted comments, and it is further

RESOLVED that after due consideration, the Council hereby ratifies and adopts the above plan, a copy of which is annexed to this Resolution and made a part hereof, and it is further

RESOLVED that the Mayor is hereby authorized to transmit to the Director of the Division of the Budget a certification that the City has complied with the above requirements of EO 203 and that the Council has ratified and adopted the annexed plan.

COMMON COUNCIL
CITY OF MIDDLETOWN
CERTIFICATION OF RESOLUTION

I, John C. Naumchik, City Clerk and Common Council Clerk of the City of Middletown, do hereby certify that I have compared the foregoing copy of this resolution with the original on file in my office, and that the same is a true and correct transcript of said original resolution and of the whole thereof, as duly adopted by said Common Council at a meeting duly called and held at City Hall on _____ by the required and necessary vote of the members to approve the resolution.

WITNESS My Hand and the Official Seal of the City of Middletown, New York, this _____ day of _____, 2021.

John C. Naumchik
City Clerk
Clerk of the Common Council
City of Middletown, NY

Seal

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8
Absent: Ald. Burr-1

54-21 Resolution to authorize the Commissioner of Public Works to use his best judgment in adding temporary part time employees or hire private contractors to affect the clearing of sidewalks or cutting and clearing vegetation's from private locations that are in violations of City code.

On motion of Ald. Jean-Francois seconded by Ald. Kleiner

Whereas the Common Council recognizes that during certain times of the year, there will be unusual high demand for City employees manpower to address snow/ice un-shoveled sidewalks and the like following snow/Ice storm event in the winter or high grass at individual properties in spring during the growing season, in violation of City Code...

Be it resolved that the Common Council authorizes the Commissioner of Public Works to use his best judgment in adding temporary part time employees or hire private contractors to affect the clearing of sidewalks or cutting and clearing vegetation's from private locations that are in violations of City code, per City Code.

Be it further resolved that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment that the cost of said services will be billed to property owner per current provisions of the code. Violators may be taken to Court for additional fines per City Code. The Treasurer will set up a new account and include \$10,000 of seed funding for this additional temporary part time staffing/private contracting. Said account will be funded automatically up to the \$10,000 level whenever the account remaining balance drops below \$5,000.00.

FROM	Amount	To
General Fund Balance	\$10,000.00	A.1490.400
		Contractual Services

Roll Call: Ayes: Ald. Tobin, Kleiner, Johnson, Jean-Francois, Green, Pres. Rodrigues-6
 Noes: Ald. Ramkissoon, Masi-2
 Absent: Ald. Burr-1

55-21 Resolution to accept the bid for the construction of 8-10 Mulberry Street.

On motion of Ald. Green seconded by Ald. Jean-Francois

WHEREAS, the City requested proposals for construction in connection with the Greater Middletown Interfaith Council Warming Station Project, and

Whereas, bids were received and opened.

Now, Therefore, Be It Resolved by the Common Council of the City of Middletown hereby authorizes the Mayor to accept the bid from E&A Contracting, P.O. Box 175, Montgomery, New York, and to specifically award as follows:

General Contractor	\$29,880.00
Acoustical Ceiling	\$13,300.00
Flooring	\$ 6,740.00
Doors	\$39,750.00 (24 doors at a unit price of \$1,656.25,

with the understanding that the City may award some or all of the doors at this unit price)

And it is further Resolved that the Mayor is authorized to sign a contract with E&A Contracting to implement the above awards.

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres. Rodrigues-8
 Absent: Ald. Burr-1

56-21 Resolution to authorize the Treasurer to transfer \$400,000.00 to make selected vendor payments for work on the Parking and Erie Way capital projects.

On motion of Ald. Johnson seconded by Ald. Kleiner

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$400,000.00 to make selected vendor payments for work on the Parking and Erie Way capital projects which after completion there is a \$250,000 reimbursement grant anticipated from Assemblywoman Gunther's office.

From	Amount	TO
General Fund	\$400,000	H.944
		Parking and Erie Way Capital

Roll Call: Ayes: Ald. Ramkissoo, Tobin, Kleiner, Johnson, Jean-Francois, Green, Masi, Pres.
Rodrigues-8
Absent: Ald. Burr-1

13. Local Law (Nothing this Evening)

14. Audit (Nothing this Evening)

15. ADJOURNMENT

There being no further business
Meeting adjourned at 8:46pm

Respectfully submitted,
Karen Sisco

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05-18-21

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				1

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve to expand the LOSAP benefit from \$700.00 to \$1,200.00 annually and to place this expansion of the LOSAP benefit on the ballot for a vote in November 2021.

**Minutes of Meeting
Board of Estimate and Apportionment**

The Board of Estimate and Apportionment met in the Common Council Chambers on May 3, 2021 at 3:00 PM.

Members

Mayor DeStefano
President Rodrigues

Others Present

D. Paris
J. Tawil
J. Naumchik
Chief Barber
Eileen Hansen

1. No action was taken on the proposed General Fund Balance Transfer with a plan to submit again in the future transferring the funds within the 2021 Fire Department Budget.

2

The Board agreed to expand the LOSAP benefit from \$700.00 to \$1,200 annually. They agreed to place this item on the ballot for a vote in November 2021.

Upon a motion duly made by Mayor DeStefano and seconded by President Rodrigues, the above action was approved.

AYES

2

NAYS

0

- 3 There is a new accounting requirement the City will have to comply with for 2020 and forward (GASB 84) that the City will have to rely on RBT for guidance to complete. This is beyond the Scope of our standard audit agreement and I am requesting authorization to sign an addendum providing for this help to be billed at their standard rates.

Upon a motion duly made by Mayor DeStefano and seconded by President Rodrigues, the above action was approved.

AYES

2

NAYS

0

4. Chief Ewanciw is requesting that the City of Middletown Common Council approve the following transfers within our 2021 budget lines:

From	Amount	To
TC.0736	\$104,724.58	A.3120.201
Police Cases		Vehicles

This transfer will cover the cost of two new Ford Interceptor Marked Patrol SUV vehicles and the necessary equipment to replace aging vehicles within the fleet.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05-18-21

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 ratify the attached contract between the Middletown Professional Firefighters, Inc. and the City of Middletown dated January 1, 2021 to December 31, 2023.

AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND
THE MIDDLETOWN
PROFESSIONAL FIREFIGHTERS, INC.

January 1, 2021 to December 31, 2023

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THIS AGREEMENT, made and entered into by and between the CITY OF MIDDLETOWN, Orange County, New York, a domestic municipal corporation, having an office and principal place of business at 16 James Street, Middletown, New York (hereinafter referred to as "City"), and MIDDLETOWN PROFESSIONAL FIREFIGHTERS ASSOCIATION, INC., a domestic corporation having an office and principal place of business at Central Firehouse, East Main Street, Middletown, New York (hereinafter referred to as "Firefighters").

In order to effectuate the provisions of Chapter 392 of the Law of 1967 (the Public Employees Fair Employment Act, Article 14 of the New York State Civil Service Law as amended) to encourage and increase effective and harmonious relationships between the City and its Professional Fire Department represented by the Firefighters and so that the Middletown Fire Department may better serve the interest of the residents and taxpayers in the City of Middletown, the City and the Firefighters enter into this agreement.

ARTICLE I - RECOGNITION AND DUES DEDUCTION

A. The City has recognized the Middletown Professional Firefighters Association, Inc., as the exclusive negotiating agent for the paid members of the Middletown Fire Department.

B. The Association is hereby granted the right to membership dues deductions and agency fee deductions. The Association shall also supply a list of names to the City of those members of the bargaining unit who are not members of the Association. Payroll deductions shall be made from those individuals in the same manner as Association members for a dollar amount indicated by the Association. The City shall transmit those monies to the Association in the same manner as the monies of the members of the Association.

ARTICLE II - EXISTING CONDITIONS

A. A past practice will be any practice rule relating to a condition of employment which is established by (1) its clarity, consistency, (2) longevity and repetition, (3)

acceptability and mutuality. There will be no change in such condition without first having obtained agreement and consent of the paid firefighters. Questions concerning the interpretation of this provision shall be determined through ordinary contract process provided herein. There shall be no layoff or furlough of any member. The city will not eliminate any occupied positions.

B. The City shall continue to maintain air-conditioning equipment, kitchen appliances, and furniture previously supplied by the firefighters for the life of this agreement. This shall include replacement of similar equipment when current apparatus becomes inoperative.

C. Seniority shall be determined by continuous service in the fire department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Civil Service Eligibility List.

D. There shall be only two (2) official personal history files maintained for an employee (chief fiscal officer and fire chief). The personal history folders shall contain all memoranda and documents relating to such employee's job performance which contains criticisms, commendations, appraisals or rating of such employee's performance on the job. Copies of such memoranda and documents shall be sent to such employee simultaneously with their being placed in the personal history folder. An employee, or union representative designated by the employee, in writing, shall have an opportunity to review the official personal history folders in the presence of the chief fiscal officer or fire chief within five (5) working days' notice.

ARTICLE III - HEALTH INSURANCE

A. The City shall pay for the entire cost of a health insurance program for the existing employees in accordance with presently established practice pursuant to a family plan coverage as governed by the rules and regulations of the medical insurance carrier. New employees hired after January 1, 1995 are to pay fifteen (15%) percent of medical insurance costs. Notwithstanding anything contained in this Agreement to the contrary,

new employees hired after January 1, 2015 are to pay fifteen percent (15%) of medical insurance costs.

B. Effective July 1, 2009, new employees hired on or after January 1, 1995 up to and including December 31, 2014 ("new employee") shall pay a portion of the premium cost for health and hospital insurance coverage (hereafter "health insurance") in accordance with the following schedule.

- i. Commencing the first day the new employee is covered by and the City makes premium payment on behalf of the employee for purposes of the health insurance plan, the new employee shall pay fifteen percent (15%) of the premium cost paid by the City for the health insurance coverage for no more than sixty consecutive (60) months. The premium cost payment shall be made by the new employee in accordance with existing arrangements for bargaining unit members to pay a portion of the cost of the health insurance premium.
- ii. The fifteen percent (15%) premium cost payment as provided herein shall be made by the new employee for a total of sixty (60) months of premium cost payment by the employee for health insurance coverage provided to the new employee and/or the new employee's dependents.
- iii. Commencing the sixty –first (61st) month of health insurance coverage for which the City makes premium cost payment, the new employee shall pay ten percent (10%) of the premium cost paid by the City for the health insurance coverage for no more than twelve months. The premium cost payment shall be made by the new employee in accordance with existing arrangements for bargaining unit members to pay a portion of the cost of the health insurance premium. The ten percent payment shall be made for a total of twelve months of health insurance coverage provided to the new employee and the employee's dependents.
- iv. Commencing the seventy third (73rd) month of health insurance coverage for which the City makes premium cost payment, the new

employee shall not be required to pay a portion of the premium cost and the City shall thereafter, commencing in the seventy-third (73rd) month of health insurance coverage, pay the entire cost of the new employee's individual and/or family health insurance coverage.

Any period of time for which the employee waives health insurance coverage and receives a buyout payment as provided by the contract shall not count for purposes of the periods of time for which the employee is required to pay a portion of the health insurance premium as provided herein.

Employees who are currently paying a portion of the health insurance premium as of June 30, 2009 who will no longer be required to make such payment as of July 1, 2009 under the terms set forth above shall make the premium payment in the normal course in the month of June 2009 and thereafter the new employee premium contribution shall end.

C. Effective July 1, 2009 and with respect to employees who retire from the Fire Department after this date, the City shall PAY one hundred per cent (100%) of the premium cost of individual or family health and hospital insurance coverage provided to retirees and eligible dependents to the extent that such persons are currently eligible for health and hospital insurance coverage paid in whole or in part by the City. The City shall PAY one hundred per cent (100%) of the premium cost of the type of health and hospital insurance coverage provided to the employee at the time of retirement. (Examples to be incorporated in contract.)

“Notwithstanding the foregoing, new employees hired after January 1, 2015 who thereafter retire in accordance with the requirements of the New York State pension system shall pay fifteen percent (15%) of medical insurance costs and will be eligible for individual coverage only.

D. Effective January 1, 2015 the fund shall be increased to the rate of \$500 per participant. The fund will be used for dental or similar insurance plans. A welfare fund committee composed of three members of the union and three members designated by the city shall administer the welfare fund. The welfare committee shall prepare an annual statement of said welfare fund and distribute to all six welfare fund committee members

and upon request by either party an independent audit of the welfare funds financial records can be required and paid by the requesting party. "If the CSEA optical and/or dental plan is available to members of the Union, the Union must use the CSEA plan(s). All books and records associated with the use and administration of the welfare fund can be inspected, upon reasonable notice, by the City's Mayor and/or Treasurer or their designee."

E. The City may change insurance carriers provided the schedule of benefits is at least equal to the coverage being replaced and of the same area health care institution acceptability, provided that any replacement carrier has no less BEST's rating and that there be no lapse in benefits.

F. The City reserves the right to provide for disability coverage on a self-insurance, self-funded, or insurance basis without resorting to bargaining.

G. Employees who waive their city health insurance benefits will receive 50% of the cost of the policy. Each employee whom opts to waive their health benefit must provide documentation of enrollment into another health plan to the city prior to obtaining this benefit. The employee must annually show evidence of other similar coverage. The employee may re-enroll if other coverage is dropped. The employee must sign a waiver.

Such payment will be made only if allowed under applicable rules or regulations of the New York State Department of Civil Service or similar state agency. Such payment will be \$3,000.00 for qualified firefighters hired after January 1, 2015 enrolled in the individual plan and \$6500.00 for qualified firefighters hired after January 1, 2015 enrolled in the family plan.

H. The City allows an employee the option in lieu of the current health insurance coverage, to participate in an HMO. The cost of which shall not exceed the current premiums now in effect. This excludes the insurance coverage buyout.

I. The City will provide an optical plan for all union members as submitted. The premium is \$75/employee and must use the city provider. If not, an allowance not to exceed \$75 will be given for the non-participating optical service.

J. The City will provide a \$25,000 life insurance policy for all union employees. The city proposes to self-insure this policy. The duration of the policy is only for the duration of employment. Any firefighter who dies in the line of duty or as a result of an on the job injury will receive a \$5,000.00 allowance towards funeral expenses.

K. Upon the death of an employee while in service, the City shall continue family health insurance premiums for one year.

ARTICLE IV - RETIREMENT PLAN

No action will be taken which will decrease in any way the rights previously vested with respect to existing retirement plan.

ARTICLE V – EDUCATION

A. The City will make available to the paid firefighters only, the sum of \$10,000 per year for education purposes which will permit the paid members of the Middletown Fire Department to obtain additional training and education while in service. The Professional Firefighters Association will assist in the administration of these funds with the approval of the Fire Chief. If the entire amount of money allocated for education in one year is not used, the balance will revert to the general fund. Should any of said additional monies be needed the next year, the City will reappropriate that amount. The firefighters will receive a copy at the end of each year of any money that is being reverted back to the general fund.

B. Written material (books, handouts, etc.) received by an employee in a program paid in whole or in part by the Education Fund shall be the property of Middletown Fire Department and be made available to all members of the Department. In addition, an employee who attends a program paid in whole or in part by the Education Fund shall be required to share information obtained in the program with members of the Department during sessions scheduled for the employee's regular straight time tour of duty. The session shall be scheduled by the Chief of the Department or the Chief's designee in consultation with the member.

C. Approved courses shall include, but not limited to advanced study in topics covered under the In-Service Fire Training requirement for Non-Permanent firefighting personnel. These requirements are set forth in Part 426 minimum standards for firefighting personnel, State of New York, Chapter XII Office of Fire Prevention and Control executive law 159.d.

D. Schools may be attended outside the borders of the State of New York. District of travel is to be restricted to 440 miles from the City of Middletown (880 miles round trip). The Term "schools" shall include seminars, training sessions, and include the National Fire Academy. Travel restrictions shall not apply to Fire Inspectors, but it must be with the approval of the Chief of the Fire Department.

E. Attendance and use of the education fund shall be on a seniority rotation system. Attendance is strictly voluntary.

F. College courses related to fire may be taken. Courses in physics and chemistry and the math required for these courses may also be taken. Elective courses and other required courses for the award of a degree shall not be provided for by the education fund. It is not the intent of the City of Middletown to provide a college degree to paid firefighters.

G. All cost for travel, meals, and lodging shall come from the education fund. Allowances for these items shall be set by the Professional Firefighters Association and the Fire Chief.

H. Advanced approval in writing must be obtained from the Fire Chief and the Professional Firefighters Association before any of the above training or college courses may be taken and only for job related courses approved by the Chief of the Fire Department.

I. Reimbursement shall be denied or recouped from employee if a grade below "C" where letter grades are given, is received. The city agrees the money is to be used for education only and not for overtime.

J. Training needed after promotion, or training mandated by the City of Middletown, State of New York or the Federal Government shall not be included in these

provisions. Lieutenants may attend training and education courses, paid for by the city, with the approval of the Chief and subject to budgetary conditions.

ARTICLE VI - PROMOTION

A. In the event that promotions are to be made in the Middletown Fire Department, such promotions shall be made from the ranks of the Middletown Professional Firefighters Association, Inc. and all such promotions shall be competitive positions governed by the rules, regulations, laws and qualifications as set up by the Civil Service Commission. There shall be excluded from this paragraph the position of Administrator of the Fire Department, Chief Officer of the Fire Department, or any person occupying a like or similar position created by the City.

B. Any employee promoted on provisional or probationary status will return to their previous bid assignment should the provisional or probationary period be unsuccessfully completed. All other assignments bid in connection with the promotion shall remain contingent on the promoted employee's permanent assignment to the promoted position.

ARTICLE VII - FIRE INSPECTORS

A. Present provisions for the position of Fire Inspector shall continue except as modified in this article to the extent that the position of Fire Inspector be a competitive position under Civil Service and that any firefighter who has had at least three years of service as of the date of examination as a paid firefighter in the City of Middletown shall be entitled to take the examination and to be appointed. The fire inspectors shall receive a clothing allowance of \$600 and a cleaning allowance of \$225. Cleaning allowance shall be paid in cash to each Fire Inspector by February 1st of each year. Payment of the cleaning and clothing allowance shall be subject to the terms stated in Article XIII section D and E.

B. A fire inspector shall be designated as senior fire inspector. The designated fire inspector shall have seniority as a Middletown Fire Inspector, have three years' service as

a Middletown Fire Inspector, and have completed the prescribed courses for a code enforcement officer in the State of New York. It shall be the duty of the senior fire inspector to break in and help train new fire inspectors. There shall be a \$500 differential over the salary of a fire inspector paid to the senior fire inspector. When existing Senior Fire Inspector's position is vacant, this section shall be null and void.

C. It shall be the procedure and policy of the Middletown Fire Department that the Fire Inspectors' vehicles be washed, waxed and maintained professionally.

D. The fire Inspectors regularly assigned shift will be 08:00 hours to 16:00 hours

ARTICLE VIII - WORK SCHEDULES

A. Work schedules shall be prepared by the Chief of the fire department in consultation with and approval by the paid firefighters. As used in this contract, a work week is defined as consisting of forty (40) hours.

B. The firefighters shall be authorized, upon the express approval of the Chief, to exchange tours of duty of equal duration with other members of the unit. Twenty-four (24) hours prior notice of such exchange shall be given to the Chief. The Chief or Assistant Chiefs shall be the sole determining factor in applications for exchanges. They shall not be unreasonably withheld.

C. Training shall not exceed four (4) hours per shift and all training shall be completed by 4:00 P.M. with the exception of new firefighters during their break-in training period. Makeup training will be completed on assigned duty days in compliance with the four (4) hour limitation. There shall be no training on Sundays or holidays except where the Chief of the fire department deems it necessary.

D. Except for responding to fire calls, covering at stations and the normal working routine including shoveling snow and general house cleaning, there will be no outside activities assigned to firefighters when the temperature reaches 90° or higher, or 32° or lower, except where the Chief of the fire department deems it necessary. This inclement weather clause will also cover rain or snow storms. Traveling directly to and from

stations for the purpose on in-station training is permissible and will not affect this inclement weather section.

E. A professional firefighter shall be considered on duty 24 hours per day in any activity in which he takes part as a firefighter. A firefighter shall report to the duty chief at any fire or emergency he attends off duty.

F. TIME OWED: Any firefighters owing time, shall be used first and until paid back, at the reasonable discretion of the chief. Any firefighter who owes time at the time of separation from the City service will be responsible for repayment. "Any time owed shall be deducted from the firefighter's final payment from the City upon separation. If there is any balance owed thereafter, it must be paid within six months of separation."

ARTICLE IX – HOLIDAYS

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. Election Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |
| | 13. Martin Luther King Day |

A. In addition to the present contract article, each paid member of the department shall receive two weeks off in lieu of ten holidays named above. Payment shall be 8 hours each, for the eleventh, twelfth and thirteenth holidays listed above. Fire Inspectors shall not receive this benefit. They will, however, get the above holidays off with pay.

B. New firefighters shall be allotted time off for holidays by the following formula.

Appointed January through June 30th – two weeks off in lieu of ten days

Appointed July through September 30th – one week off in lieu of holidays

Appointed after October 1st – no time off for holidays

For retiring Firefighters, the holidays will be pro-rated based upon actual holidays.

C. No firefighter will be required to work a holiday during his break-in training period, 4- 10 hours days while assigned to central fire station. If a holiday or day off is scheduled while attending the mandatory training academy for probationary firefighters, that schedule will be followed through the end of the week of graduation. If hours worked are too few or in excess, a labor- management meeting shall be conducted as per Article XX. (Labor- Management Committee). Firefighters appointed after October 1st, and breaking-in will not be required to work a holiday and will not have to work another day to make up the day off.

D. New firefighters shall be given 8 hours pay each for the eleventh, twelfth, and thirteenth holidays if appointed January to June 30th. They will be given 8 hours pay for one holiday if appointed between July and September 30th. There will be no pay for holidays if appointed after October 1st.

E. The dates of the holidays are those published by the mayor in memorandum to all departments prior to the beginning of each year. (Thirteen Holidays)

ARTICLE X - PERSONAL LEAVE

A. Each paid member of the Middletown Fire Department shall receive in each year, forty-eight (48) hours of personal leave with pay, effective January 1, 1992.

Personal leave shall be taken in 8, 12 or 24-hour increments as shift assigned.

B. The Chief of the Fire Department shall grant no time off on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day. Exception to this provision will be the normal vacation schedule, relief schedule, sick time, 207A time, or funeral time, Swap time shall be allowed,

firefighter's spouse. Additional leave of absence shall be granted to an employee in the sole discretion of the Chief of the department and such leave, if granted, shall be charged to sick leave, vacation or personal leave time. The foregoing provision for full pay shall apply only if such leave falls on scheduled work days up to but not in excess of 3 days to the date of the funeral, provided the said employee actually, in fact, attends the funeral. If requested by the Chief of the department, proof thereof in form satisfactory to him shall be provided.

ARTICLE XII - REIMBURSEMENT

A. The City shall replace protective gear that has been damaged, worn out or stolen; such replacements shall conform to the standards set forth in Article XXI. The City shall reimburse each paid firefighter for the replacement or repair of eye glasses, contact lenses and dentures damaged in the performance of duty.

B. Should an employee resign to join another said fire department within five (5) years after appointment, they shall reimburse the City for training, education, uniform and equipment based on the following: if the employee leaves between zero (0) and thirty-six (36) months, they shall reimburse the City five thousand (\$5,000), thirty-seven (37) to forty-eight (48) months, two thousand (\$2,000), and forty-nine (49) to sixty (60) months, one thousand dollars (\$1,000).

ARTICLE XIII - UNIFORM ALLOWANCE

A. The clothing allowance shall be \$525 and \$125 for cleaning. It shall be the obligation of the firefighter to obtain clothing out of that allocation.

B. Additionally, if OSHA should require changes in safety equipment or uniforms, these items will be initially furnished by the department at no cost to the employee.

C. A new employee is to be paid a full uniform allowance upon his employment. A retiring or resigning or terminated employee's clothing allowance is to be pro-rated at the time of termination. Excess funds paid on said pro-rated basis to be recouped by the City through said employee's last payroll check or from an accumulated sick time fund.

D. Effective January 1, 2010 the City shall have the right to replace the cleaning allowance provided by the contract with a cleaning service. The City shall provide thirty days' notice of intent to implement the cleaning service no later than January 1, 2010. If the City does not provide the notice as provided herein, the City shall continue to make the cleaning service payment as provided by the contract. In no circumstance will the City be obligated to make a cleaning allowance payment and provide a cleaning service for the same fiscal year.

E. Effective January 1, 2010, the City shall have the right to replace the clothing allowance provided by the contract with a voucher system whereby an employee is provided a voucher issued to a uniform supply company for purposes of purchase of uniform item(s) for use in employment with the Fire Department. The annual uniform allowance voucher shall be \$525 and shall be provided to each bargaining unit member by February 1 annually. In addition, the parties shall form a uniform committee for purposes of review, evaluation and recommendation for implementation of a quarter master program to provide uniform items to members of the Department in place of the uniform voucher allowance. The uniform committee shall consist of no more than two representatives of the Union and two representatives of the Department/City. The uniform committee shall be formulated and hold its first meeting no later than sixty (60) days after June 24, 2009 and the uniform committee shall provide a recommendation on implementation of the quarter master system no later than November 30, 2009. If the voucher system is not implemented, the City shall continue to make the uniform allowance payment. In the subsequent years, the City shall provide notice of intent to implement the clothing allowance voucher system no later than thirty (30) days prior to January 1st.

F. Effective on June 24, 2009, the Union shall withdraw any claim it may have with respect to the application of withholding and/or payroll taxes on the amount of uniform allowance and/or cleaning allowance paid to an employee.

ARTICLE XIV – REPRESENTATIVES

Two (2) representatives of the Middletown Professional Firefighters Association, Inc. will be granted time off from their normal work days for attendance at International Association of Firefighters conventions, district meetings, New York State Professional Firefighters Association conventions and meetings, state AFL-CIO meetings, Orange County Central Labor Council, conferences at which subjects pertinent to the Fire Departments firefighters or the City of Middletown are on the agenda. Time off not to exceed twenty (20) 12 hour shifts. Time off will also be granted to up to two (2) persons to attend scheduled arbitrations arising out of the contract. Negotiations will continue under current practices.

ARTICLE XV - SALARY SCHEDULES

A. 0% increase for 1/1/21 - 12/31/21.

1.5% increase for 1/1/22 - 12/31/22 on salaries in effect on 12/31/21.

2.0% increase for 1/1/23 - 12/31/23 on salaries in effect on 12/31/22.

B. The salary schedules are set forth in the Appendix.

C. The Lieutenant designated as MTO for administration of the training program as required by New York State, shall receive an additional \$1000 in salary for such duties, paid quarterly. "All training reports must be filed by the MTO with the City Clerk, after review and approval by the Fire Chief, within two weeks of any training.

D. All salaries shall be paid on a bi-weekly basis.

ARTICLE XVI - OVERTIME

A. Payment for overtime shall be at the rate of time and one-half. Overtime will be scheduled on rotation starting with the most senior firefighter first.

B. Overtime shall be assigned equally throughout the paid members of the fire department. There shall be one seniority list for the assigning of overtime for all seven fire apparatus. There shall be no exclusionary rules concerning the assignment of overtime due to seniority of individuals assigned to a specific company.

C. Lieutenants shall be subject to the same rules of overtime assignment as all other members of the paid force. Lieutenants shall be paid time and one-half of their Lieutenants salary for all overtime worked.

D. The Chief of the fire department will assign a regular firefighter as acting Lieutenant in the event no Lieutenant is on duty. This assignment will be made by seniority and qualifications, on a rotating basis on the group with the absent Lieutenant. To accept the position of acting Lieutenant a firefighter shall meet the minimum qualifications to take the Lieutenant examination. The firefighter assigned to be acting Lieutenant shall receive Lieutenant pay for the shift as per his time and grade as applied to the Lieutenant salary schedule. He shall be responsible to affect training set forth by his Lieutenant or the municipal training officer. Should a long absence of a Lieutenant occur, the Chief may appoint an acting Lieutenant, from any group, for the duration of the absence at the appropriate Lieutenant pay scale.

E. There will be a minimum of 4 hours of paid overtime on all emergency duty. Compensation for said emergency duty overtime shall be paid at the rate of one and one-half (1.5) times the normal rate of pay.

F. Fire Inspectors shall receive payment for all overtime worked at the rate of time and one-half. There will be a minimum of four hours of paid overtime at the rate of time and one-half, on all emergency duty. The current practice with regard to the method and procedure of implementation of overtime for fire inspectors shall continue.

G. The city agrees to pay all firefighters time and one-half for time worked past their scheduled shift up to one hour as follows:

0 - 30 minutes	1/2 hour at time and one-half
31 - 60 minutes	1 hour at time and one-half

All other emergency duty will follow Section E above.

ARTICLE XVII - SICK LEAVE

A. The members of the unit shall receive ninety-six (96) sick hours per year.

B. Sick leave will be taken and deducted on an hour for hour basis, ie: 12 hours taken, 12 hours deducted, effective January 1, 1992.

C. The City agrees to pay each member or the member's estate, if deceased, forty (40%) percent of his salary for all accumulated sick leave earned at any time during the employee's continuous employment with the city. Any unit member shall be paid for all such time which remains accumulated and unused at the time of severance from city employment for any reason.

D. The current practice with regard to the method and procedure of implementation and payment for accumulated sick leave shall continue.

E. Employees may accumulate up to 2080 hours. Employees with more than 2080 hours as of 12/31/92 will not lose those days. However, they will not be able to accumulate more. Those employees with more than 2080 hours shall have a personal sick leave cap equal to the amount on record as of 12/31/92, and that amount shall be applied at the time of retirement.

F. Employees may accumulate an unlimited number of sick leave hours for their use. Section E applies only for the purpose of determining the number of accrued hours to base payment at retirement.

G. If the fire chief detects a pattern of sick leave abuse or if a firefighter takes sick leave for more than two consecutive twelve hour shifts (3-12 hour shifts), the fire chief may require the firefighter to produce a doctor's note explaining such a sick leave.

ARTICLE XVIII - VACATIONS

A. After one year of service a paid firefighter is entitled to two weeks' vacation. After five years of service a firefighter shall receive three weeks of vacation. After fifteen years of service a firefighter shall receive four weeks of vacation.

B. All employees' will receive their vacation allowances on a pro-rated monthly basis according to their grade. The existing method of selection and taking of vacation shall remain the same.

C. In the event that a firefighter completes five years of service or fifteen years of service prior to July 1st in any year, that person shall receive the vacation accorded to a five-year firefighter or a fifteen-year firefighter, as the case may be, as provided for above, prior to December 31st of that year.

ARTICLE XIX - GRIEVANCE PROCEDURE

A. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible state is encouraged.

B. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

C. An employee shall have the right to be represented at any stage of the procedure by a duly authorized representative.

D. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

E. All hearings shall be confidential.

F. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules and regulations and policies which relate to or affect the employee in the performance of his assignment.

DEFINITION A grievance is a claim by any member of the paid firefighters or a group of members of the paid firefighters, based upon any event or condition affecting the terms and conditions of employment, including any claimed violation, misinterpretation, misapplication or inequitable application of law or this agreement.

PROCEDURES The aggrieved employee with the President of the Middletown Professional Firefighters Association, Inc., or its duly appointed representative, shall present a written grievance to the Chief of the fire department or a designee of the Chief,

who shall orally and informally discuss the grievance with the employee. The Chief shall render a determination to the employee within 48 hours after the grievance has been presented. If the grievance is not satisfactorily resolved at this stage, the employee or the union may make a formal appeal. Any aggrieved unit member shall have the right at that stage of the proceedings to be represented by the union's grievance committee and/or by any other representative selected by the union.

B. If the aggrieved employee is not satisfied with the solution provided at the informal stage, the employee and/or his representative may appeal in writing to the Mayor of the City of Middletown for review and determination. Within five (5) working days after receipt of the written grievance, the Mayor must render a formal decision to the employee and the employee's representative in writing. If the grievance is not satisfactorily resolved by the written decision of the Mayor, the employee, within ten (10) days of the receipt of the Mayor's written decision, may appeal in writing to the Labor-Management Committee contained in Article XX. At this hearing, the employee or a representative may appear and present oral or written statements and arguments. Both sides shall be permitted to present all evidence available. The Review Board Shall render a written decision within five (5) days after the hearing.

C. After such hearing, if the employee or a representative is not satisfied with the decision, the union may submit the grievance to arbitration by written notice to the Mayor and Chief of the Fire Department within ten (10) days of the rendering of a decision. The employee shall not lose any employee rights afforded under NYS Civil Service Law. Within five (5) working days after such written notices of submission to arbitration, the Mayor and the President of the Middletown Professional Firefighters Association, Inc. will request a list of arbitrators from the American Arbitration Association or PERB. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association or PERB by either party.

The parties will then be bound by the rules and procedures of the American Arbitration Association or PERB in the selection of an arbitrator. The selected arbitrator

will hear the matter promptly and will issue a decision not later than 14 calendar days from the date of the closing of the hearing, or if oral hearing has been waived, then from the date the final statements and proof are submitted. The arbitrator's decision will be in writing and set forth findings of fact, reasoning and conclusion on the issues. The arbitrator shall have no authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding upon all parties. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the union and the city. The employee may waive any rights under the grievance procedures, and the time limitation set forth herein may be extended by agreement.

ARTICLE XX - LABOR MANAGEMENT COMMITTEE

A. Following the execution of this agreement the parties shall maintain a Labor Management Committee.

B. This committee shall consist of six members: three to be appointed by the President of the Middletown Professional Firefighters Association, Inc., and three to be appointed by the Mayor of the City of Middletown.

C. This committee shall meet monthly at such time and place as shall be determined by the members thereof. An agenda of the matters proposed to be discussed and considered will be sent to the parties at least three (3) days prior to a meeting.

D. Matters of mutual concern pertaining to improvement of working conditions, morale and safety, as well as the promotion of educational and other activities, may be referred to this committee for discussion and consideration.

E. Issues which would be grievable under the contract, and that cannot be resolved by a majority opinion of the committee, shall be subjected to Impartial Binding Arbitration. Arbitrators shall be chosen from a list supplied by the New York State Public Employment Relations Board or the American Arbitration Association. Procedures for selecting an arbitrator shall be those specified by the organization furnishing the list.

ARTICLE XXII – LIEUTENANTS

A. The assignment of a lieutenant shall be done in such a manner that no firefighter assigned to a specific company will have to surrender a position to make room for a lieutenant appointment on a group.

B. There will be one person assigned to each group as a lieutenant. Date of appointment shall determine lieutenant's seniority.

C. In the event of more than one firefighter being promoted from one group, the senior lieutenant shall have the choice of remaining on that group or accepting a vacation position on a group that has no lieutenant; if the senior firefighter decides to remain on the group, the other firefighter will have to accept a vacation position on a group that does not have a member being promoted to lieutenant (if there is no vacant position to be bid.)

D. Lieutenant may change shifts, only when a permanent lieutenant vacates his position for any reason. This will be regulated by their seniority as of their date of their being promoted to Lieutenant.

E. All shift officers will be identified as Lieutenants. The uniform will reflect those of a FDNY Lieutenant.

F. All position of Lieutenant will conform to New York State Civil Service job description and New York State General Municipal Law 10, Section 209x. The City agrees a First Line Supervisor (Lieutenant) will participate in any revisions in the Fire Department Rules and Regulations. Revisions shall be provided no later than January 1, 2007.

ARTICLE XXIII - UNSAFE, HAZARDOUS CONDITIONS

A. The employer agrees to provide the highest standards of safety and health in the fire department. Upon notification in writing to the Chief of unsafe or hazardous conditions, he shall investigate and resolve such conditions that are found, within five (5)

working days, in order to protect the health and welfare of the firefighters. If unresolved in five working days can go to grievance or health and safety committee.

B. The parties shall continue to maintain a Health and Safety Committee. Matters of health and safety may be brought to this committee.

C. This committee shall consist of three Fire Chiefs and three members of the Middletown Professional Firefighters Association.

D. This committee shall meet monthly or upon request of one or both parties, at such time and place as shall be determined by the members thereof. An agenda of the matters proposed to be discussed and considered will be sent to the parties at least three (3) days prior to a meeting.

E. Issues that cannot be resolved by a majority opinion of the committee shall be referred to the Labor Management Committee.

ARTICLE XXIV - INCREASED PRODUCTIVITY

A. The Middletown Professional Firefighters and the City of Middletown recognize the need for increased productivity. The firefighters and the city agree to jointly set up programs to effectuate increased productivity. The areas discussed are:

1. In service inspections
2. In service pre-planning
3. In service alarm system maintenance
4. Emergency First Aid certification

B. Both parties agree that any necessary training required to perform these duties will be done during regularly scheduled tours of duty. If additional outside training is necessary, the provisions in ARTICLE V shall apply.

C. The City agrees that the In-Service Inspection program is to be administered by the Fire Inspector and/or the Commissioner of Public Works. The Middletown Professional Firefighters' Union shall assist in the administration of this program.

ARTICLE XXV - ACCUMULATION OF SICK LEAVE & HOSPITALIZATION

Firefighters on leave, pursuant to General Municipal Law 207A, shall continue to accumulate sick leave and receive hospitalization benefits in addition to those benefits guaranteed by the statute.

ARTICLE XXVI - TESTING FOR ILLEGAL DRUGS

The Drug and Alcohol Testing Policy and Procedure attached hereto as Appendix A shall be effective June 24, 2009. The City shall be allowed to have pre-employment drug testing for all prospective firefighters.

ARTICLE XXVII - FUND FOR FIRE PREVENTION PROGRAMS

The City shall establish a fund, in the amount of \$1000 per year, to be used by the professional firefighters to effect and maintain fire prevention programs. Funds not used in one year shall revert to the general fund. Should any of said additional monies be needed for the next year, the City will re-appropriate that amount. The firefighters will receive a copy at the end of the year of any money that is being reverted back to the general fund.

ARTICLE XXVIII - EXTRA FIREFIGHTERS

A. The Chief or his designee shall have the authority to move a Relief Firefighter or Vacation Firefighter to another position on his/her own group. For extended absences, relief firefighters assigned to a group may be used to fill positions as per Rules and Regulations and Past Practice.

B. Firefighters could be assigned by the Chief or his designee to move within the group as follows:

1. To cover a vacancy created when a firefighter who has reported for duty leaves unexpectedly due to illness, injury or family emergency, and only until a recalled off-duty firefighter arrives. In such cases, recall shall commence immediately.

2. Under alarm conditions while awaiting the arrival of a recalled off-duty firefighter. In such cases, recall shall commence immediately.
3. To transport an unmanned apparatus to shop for repairs in Orange County.
4. Mechanical reasons.
5. To cover rescue calls as per current practice.

C. 1. In addition to the provisions set forth in the contract, the Chief shall have the sole discretion to move a maximum of one (1) firefighter per twenty-four (24) hour tour.

2. Reasonable efforts will be made to move scheduled Fire Fighters during overtime coverage the evening prior to his regular scheduled twenty-four (24) hour shift (acquired meals, protective equipment, linen, etc.)

3. a. Any firefighter may be moved up to fifteen (15) times per year as long as the same firefighter is not moved two (2) times (or more) in a row.

b. A firefighter may use his assigned rig to go get meals at a food location such as a grocery store within the City limits. (This provision applies only if the firefighter must work an unplanned shift in the morning following his original shift, ie. it would not apply to a swap of shifts.)

ARTICLE XXIX - WORKING RELIEF DAYS

The City agrees that all firefighters will have the option to work his relief days at straight time or take the time off at his option. A firefighter working his relief day shall not be considered a relief firefighter under "Extra Firefighters" moving men agreement.

ARTICLE XXX – RESIDENCY

Firefighters shall be entitled to reside anywhere in Orange County, State of New York, or within a twenty-five (25) mile radius of the City of Middletown, New York, within the State of New York.

ARTICLE XXXI – INITIAL MANDATORY PHYSICAL EXAMINATIONS

For the purpose of initial mandatory physicals only, the following guidelines shall be used:

1. Should a firefighter fail the required physical, he shall be referred to the EAP for rehabilitation, under Doctor's supervision.
2. Should a Doctor find firefighter unable to be rehabilitated firefighter may get a second opinion with the city paying all out of pocket expenses.
3. Should firefighter be able to be rehabilitated within one (1) year, he shall have the option of using accrued leave and swap time OR work five (5) day eight (8) hour shifts at Central Fire Station or Fire Inspector Dept. at Chief's discretion.
4. Relief persons will fill affected positions, by seniority. Vacation persons, by seniority, shall be used if necessary after relief persons.
5. Nothing in this article shall be considered to diminish any rights of the firefighter under any agreement or law.
6. After twelve (12) months, firefighter must use accrued leave.

ARTICLE XXXII - NOTICE REQUIRED BY SECTION 204-a CIVIL SERVICE LAW

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of the laws, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXIII - DURATION

This agreement shall be effective as of the first day of January, 2013 and shall remain in full force and effect until the 31st day of December, 2020. The contract shall be automatically renewed from year to year thereafter unless either party notifies the other

of intent to terminate or modify the agreement. In that event, both parties shall mutually select a date for the commencement of negotiations and shall submit to one another all proposals for modifications to the contract. It shall be no later than July 1st of the final year. No new proposals may be made after that date. All provisions of the contract which remain in contention between the parties as of the termination of this agreement shall remain open. All other provisions, however, shall remain in full force and effect during the period of negotiations.

ARTICLE XXXIV – POLICY MANUAL

All orders previously issued by the Chief or Chiefs of the Middletown Fire Department will be consolidated into a policy manual within six months of the date (6/14/17) of ratification of a new agreement between the parties. A copy of the policy manual will be filed with the Clerk of the City, and a copy of the policy manual will be retained by the Union and the Fire Chief. Copies of any updates to the policy manual will be filed with the Clerk of the City as well as the Union and the Fire Chief.

ARTICLE XXXV - LEAVE TIME BUY BACK

Each member will be permitted to annually sell back to the City forty (40) hours of accumulated vacation, personal or sick leave. Exercising such leave sell back and choice of which type of leave to seek back will be solely in the firefighter's discretion. The pay-out for such leave will be at the firefighter's hourly rate. If the firefighter chooses to sell back vacation leave, he must notify the City prior to the annual vacation picks which occurs in the Fall of the previous year. Payouts for this cashed-in leave will be made in the final pay period of the year.

AGREED:

Date:

Date:

For the Middletown Firefighters' Union

For the City

APPENDIX - NEW SALARY SCHEDULE

Middletown Professional Firefighters Association Salary Table 2021 - 2023

Firefighter	2020	2021	2022	2023
		0.00%	1.50%	2.00%
1	57443	57,443	58305	59471
2	67256	67256	68265	69630
3	69487	69487	70529	71940
4	71739	71739	72815	74271
5	73991	73991	75101	76603
6	75082	75082	76208	77732
7	76920	76920	78074	79635
10	78658	78658	79838	81435
15	80688	80688	81898	83536
18	82090	82090	83321	84988
Lieutenant				
1	67077	67077	68083	69445
2	76898	76898	78051	79613
3	79121	79121	80308	81914
4	81372	81372	82593	84244
5	83626	83626	84880	86578
6	84713	84713	85984	87703
7	86865	86865	88168	89931
10	88609	88609	89938	91737
15	90640	90640	92000	93840
18	92039	92039	93420	95288
Fire Inspector				
3	80844	80844	82057	83698
4	83093	83093	84339	86026
5	85350	85350	86630	88363
6	86437	86437	87734	89489
7	88647	88647	89977	91776
10	90383	90383	91739	93574
15	92413	92413	93799	95675
18	93819	93819	95226	97131

APPENDIX A

MIDDLETOWN FIRE DEPARTMENT ALCOHOL AND DRUG POLICY

Introduction It is the policy of the City of Middletown to eliminate the use of alcohol, use and possession of illegal drugs and abuse of prescription drugs in the workplace and to provide rehabilitation and treatment services to those employees who recognize and seek assistance with problems related to the use of drugs or alcohol. Absenteeism, disciplinary problems, high utilization of health insurance and accidents have all been shown to be adversely affected by substance abuse. It is purpose of this policy to eliminate the use of alcohol and drugs in the workplace with the goal of creating a safer, healthier and more efficient workplace while providing support and assistance to employees who affirmatively act to treat problems with drugs or alcohol.

Section 1 Alcohol/Drug Testing

Upon reasonable suspicion to believe an employee is under the influence of alcohol or drugs, the City may require such employee to submit to an alcohol test, as set forth in Section 2.A below, or a drug test as set forth in Section 2.B below. The test shall not be administered until thirty (30) minutes after notification to submit to a test. Reasonable suspicion to believe an employee is under the influence of alcohol or drugs exists when objective facts and observations are brought to the attention of the department head/supervisor, as hereinafter defined, and based upon the reliability and weight of such information, he/she can reasonably infer or suspect that the employee is under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific articulable facts and a written report of the findings and facts provided to the employee.

Section 2 Testing Procedures

A. Tests for Alcohol:

1. Tests for alcohol shall only be conducted by a breath alcohol technician using a Datamaster breath-testing device, or its designated successor. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.
2. Alcohol screening shall be conducted by a certified breath alcohol technician in conformance with the provisions of the Federal Motor Carrier Safety Administration, Department of Transportation regulations codified at 49 Code of Federal Regulations section 40 et seq. For purposes of reasonable suspicion testing, the individual who performs the breath alcohol screening shall not be the same person who observed the employee for purposes of formulation of reasonable suspicion.
3. The person designated to make the determination of reasonable suspicion shall not administer the test.
4. An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.
5. Tests for alcohol shall only be conducted during an employee's regularly scheduled work hours or an overtime shift. Every effort will be made to maintain employee confidentiality.

*J. Myers, Jr. 6/17/09
R. Moson 6/17/09*

APPENDIX A

6. A positive test for alcohol is any result above 0.0 %.
 7. If the result of the initial screening is an alcohol concentration of greater than 0.0%, a confirmation test will be performed in conformance with the provisions of the Federal Motor Carrier Safety Administration, Department of Transportation regulations codified at 49 Code of Federal Regulations section 40 et seq.. If the first test result is negative (e.g. 0.0% or lower), no further testing will be performed. If the confirmation test is negative, the entire test will be deemed negative, and a negative test result will be reported. Samples will be destroyed.
- B. Tests for Prohibited Drugs:
1. Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by federal Department of Health and Human Services certified laboratories. The City agrees to the use of "Partners In Safety" as the organization that will be conducting the testing, or such other testing company as performs drug testing for other City employees.
 2. A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine, (e.g. PCP, Angel Dust). A specimen may not be used to conduct any other analysis or test, except as hereinafter described.
 3. A "split sample" method of collection shall be used. The employee shall urinate into a collection container which the collection site person, in the presence of the donor and after determining specimen temperature, pours into two specimen bottles. Each container shall have a code number and date of collection affixed.
 - a) The first bottle is to be used for the test pursuant to this procedure and 60 ml. of urine shall be poured into it. Up to 60 ml. of the remainder of the urine shall be poured into the second specimen bottle.
 - b) All requirements of this procedure and any applicable regulations shall be followed with respect to both samples, including the requirement that a copy of a chain of custody form accompany each bottle processed. The laboratory administering the test shall ensure that the appropriate chain of custody is established in order to verify the identity of each sample being used.
 - c) Any specimen collected under "split sample" procedures must be stored in a secured, refrigerated environment and an appropriate entry made in the chain custody form.
 4. Visual observation of urination shall be by an individual that is the same gender as the employee providing the specimen.
 5. In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.
 6. Initial drug screening will be by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for illegal drugs. Any level which tests positive at the highest cutoff levels as set forth in Federal Regulations 49 CFR §40, on an initial screening test will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Only those specimens which are confirmed as positive in the

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GC/MS tests are reported as such. Testing of both specimens will be paid for by the City.

- a) If the test of the first bottle is positive, the employee may request that the Medical Review Officer (MRO), as hereinafter defined, direct that the second bottle be tested. Follow up testing of the sample in the second bottle for presence of drug(s) after a positive result was obtained in the test of the first bottle, shall also be by GC/MS. If the result of the second test is negative, no further action shall be taken against the employee.
7. An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site in the event the test is negative. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits. If an employee tests positive for prohibited drugs following a reasonable suspicion test, the City shall not be obligated to pay the employee beyond the regular hours of work.
8. All drug testing shall be conducted during an employee's regularly scheduled work hours or the two (2) hours immediately preceding, or subsequent to, a regularly scheduled tour of duty. The payment of overtime shall be as set forth in Section 2.2.7 above. The City reserves the right to have the drug test conducted at a certified hospital emergency room in the event the laboratory used is not open for business.
9. Each drug test shall be reviewed by the MRO to ensure compliance with all procedures, as well as all Federal Regulations, including the validity of the test.

Section 3 Random Drug Testing

1. Random Drug Tests: The City shall not administer random drug testing to more than one third of the employees annually covered by the collective bargaining agreement.
2. MPFA Observation: During random tests, the Middletown Professional Firefighters Association, Inc. ("MPFA") shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the MPFA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The MPFA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.
3. Selection of Employees: The City shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the City shall provide the MPFA with a list of all employees tested, as well as the computer-generated list, so the MPFA can verify the randomness.
4. Limitations: No employee shall be subject to random drug testing more than two (2) times in any twelve (12) month period.

Section 4 Reasonable Suspicion Testing

1. Determination of Reasonable Suspicion: The persons designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug

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testing (hereinafter referred to as the "designated supervisor") shall be the Fire Chief, or in his absence, the next in line chief officer available. The Fire Lieutenant on duty shall notify the Fire Chief of any suspicion of inappropriate activity.

2. **Removal Based on Behavior or Appearance Alone:** Whenever no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits.
3. **Documentation of Reasonable Suspicion:** Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result of the prohibited use of alcohol or drugs, and as soon as practicable after an order to test is given, without causing an undue delay in the testing process, the City shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include, but not be limited to: (1) a description of the employee's appearance, behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech, where practicable; (3) if the employee's appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information.
4. **Initial Training of Fire Chief and Chief Officers:** The Fire Chief and Chief Officers who may be required to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive two (2) hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the individual can require an employee to undergo a test.
5. **Follow-up Training of Supervisors:** The Fire Chief and Chief Officers who may be required to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course every other year on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. If the Fire Chief and Chief Officers who may be required to make a determination of reasonable suspicion has not attended and completed the refresher course within a twenty-four (24) month period, the Fire Chief and/or Chief Officer(s) shall not qualify as a designated supervisor with authority to require an employee to undergo a test. The Fire Chief and/or Chief Officer(s) who has completed the reasonable suspicion course, or the refresher course, within the preceding twelve (12) month period will be considered as designated to determine reasonable suspicion.
6. **Right to Representation:** During reasonable suspicion testing, the MPFA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the MPFA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The MPFA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.

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7. Statement of Charges and Facts: When a decision is made to test, and to the extent practicable without unduly delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. If the employee has requested the opportunity to consult with a MPFA representative, this explanation shall be made in the presence of a MPFA representative. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision. If this cannot be done prior to the test, then it shall be done as soon as practicable thereafter.

Section 5 Consequences of Positive Test

1. Disciplinary Action: If an employee tests positive for use of alcohol or illegal controlled drugs as provided by this policy and procedure and the City determines that formal disciplinary action is warranted, it shall be processed through the applicable disciplinary procedure.
2. If an employee tests positive for alcohol at a level of .02 or below, and the positive is the first positive for alcohol, and the employee seeks evaluation and treatment pursuant to Section 6.1 of this procedure, the employee shall receive a permanent letter in his file in lieu of discipline. The Department will make reasonable efforts to accommodate the employee's attendance in the treatment program including scheduling changes in consultation with the employee and the Union.
3. Leave Pending Disciplinary Actions: If the employee who test positive is not under suspension, the employee shall be entitled to utilize available leave time unless the employee takes a leave of absence in accordance with Section 6.7.
4. Other Alcohol-related Conduct: Whenever an employee is found to have an alcohol concentration above 0.0%, the employee shall be relieved of his/her work assignment for that day. The relieved employee shall have the option to credit that day to any leave time to which he/she is entitled.

Section 6 Referral, Evaluation and Treatment

1. Employees with an alcohol and/or drug abuse/misuse problem, who wish to avail themselves of rehabilitative services or other means of rehabilitation, should pursue help before they are required to undergo either random or reasonable suspicion testing. Prior to being notified that he/she will be tested for drugs or alcohol, an employee may notify the Fire Chief or Mayor that he/she has an alcohol and/or drug abuse/misuse problem. An employee who indicates having an alcohol and/or drug abuse/misuse problem shall be permitted to enter a treatment and/or a rehabilitation program for treatment recommended by a "Substance Abuse Professional", as specified below; however, nothing in this section shall be construed to restrict the City from utilizing the applicable disciplinary procedure for conduct other than the reported alcohol and/or drug abuse/misuse problem. The time required to be absent from work for such rehabilitation shall be subject to the terms of Section 6.7 of this procedure. An employee who admits to such a problem and enters and successfully completes treatment and/or a rehabilitation program shall not be

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subject to discipline for that referral. The treatment and/or rehabilitation program may be inpatient or outpatient.

2. The City, in its discretion, except as required in Section 6.1 above, may refer an employee who has a drug or alcohol abuse/misuse problem for assistance to recover from such problem provided the employees seek and accept assistance. This will be kept confidential and is unrelated to the drug and alcohol testing process. The City may provide assistance, referral and advise employees with respect to drug and alcohol abuse when requested. Failure to meet rehabilitation requirements may lead to disciplinary action pursuant to the applicable disciplinary procedure. This is to be considered an employee benefit, not an excuse to condone the use of drugs or alcohol in the workplace.
3. Designation of Substance Abuse Professional: The Substance Abuse Professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.
4. Rehabilitation Program: The City shall make available to bargaining unit members, a treatment and/or rehabilitation program through the contractual health insurance provider.
5. The Substance Abuse Professional shall not communicate with the City other than to certify in writing whether or not the employee is participating on a regular and consistent basis and in a meaningful way in the treatment and/or rehabilitation program and/or has successfully completed the treatment and/or rehabilitation program.
6. Failure to participate in a treatment and/or rehabilitation program on a regular and consistent basis and in a meaningful way shall result in termination of the leave of absence (paid or unpaid) unless otherwise required by law and shall be grounds for disciplinary action pursuant to the applicable disciplinary procedure.
7. Rehabilitation/Leave of Absence: An employee may use all accumulated sick leave credits, vacation leave credits, holidays and other such accrued leave time up to the limits set forth in the collective bargaining agreement or other applicable laws, rules or regulations, including any discretionary leave rights prior to requesting a leave of absence. An employee may request a leave of absence without pay without utilizing the said leave credits noted herein above. A leave of absence without pay will be allowed for treatment on an in-patient or outpatient basis. Nothing herein shall be construed to diminish any rights which may apply under the Americans With Disabilities Act, the Family Medical Leave Act or other relevant laws. Use of paid or unpaid leave time pursuant to this program shall be counted as leave time for purposes of any right the employee may have to leave time under the Family Medical Leave Act.
8. The City will use its best efforts to schedule employees participating in a treatment and/or rehabilitation program to minimize conflicts with the requirements of the treatment and/or rehabilitation program.
9. The maximum period of an unpaid leave of absence for purposes of this program shall not exceed the period of time provided by applicable civil service law and regulations. In the event that an employee does not successfully complete the treatment and/or rehabilitation program within the period of paid and unpaid leave of absence, the City

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may pursue all available legal remedies against the employee, including, without limitation, termination of employment pursuant to the New York State Civil Service Law.

10. Return to Work: The City shall consider an employee for reinstatement to the employee's position or an equivalent position after completion of a treatment and/or rehabilitation program upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The City's final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the SAP.
11. An employee who enters a treatment and/or rehabilitation program shall not be entitled to enter such a program under this policy if he/she should again tests positive, unless the City shall agree. Such permission shall not be unreasonably withheld. Employees who are arrested for a crime, including drugs or whose use of drugs or alcohol, or who become known to the City through the employee's involvement in an accident that resulted in physical injury or property damage, shall be able to enter a rehabilitation program only with the consent of the City. No employee shall be considered for treatment and/or rehabilitation more than two times.
12. Follow-up Testing-Frequency: The City can direct an employee to submit to follow up tests for a period of twenty-four months after the date of the employee's return to duty.

Section 7 Medical Review Officer

1. The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines. The City and the affected employee shall agree on the appointment of an MRO. The employee's consent to the appointment shall not be unreasonably withheld.
2. If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further action relative to the subject employee will be taken.
3. The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, and review any other biomedical factors relevant in the judgment of the MRO. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.
4. The MRO must ultimately determine whether or not some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information

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related to the use of illegal drugs will be disclosed to the Fire Chief. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

Section 8 Program Confidentiality

1. The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.
2. All individual test results will be considered confidential. The release of an employee's results will only be given in accordance with the individual employee's written authorization, or as is otherwise required by applicable federal or state law or for use in a disciplinary hearing pursuant to this procedure.
3. It is understood that any medical explanation given by an employee to any person involved in this process is strictly confidential.

Section 9 Disputes - Grievance Procedure

Any dispute, violation, misapplication or misinterpretation of the Substance Abuse Policy and Testing Procedure shall be subject to and go directly to arbitration of the Grievance Procedure as set forth in the collective bargaining agreement.

Section 10 Department Head

The Department Head shall be the Fire Chief for the purposes of this procedure.

Section 11 Severability

In the event that any Article, section or portion of this Agreement is found to be invalid by a decision of a tribunal or competent jurisdiction, then such specific Article, section or portion specified in such decision shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision, then either party shall have the right to immediately re-open negotiations with respect to a substitute for such Article, section or portion of the Agreement involved.

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APPENDIX B

Procedure for the Administration of Section 207-a of the General Municipal Law for Paid Firefighters of the City of Middletown

Section 1. INTENT

This procedure is intended to implement the express language of Section 207-a of the General Municipal Law and is not intended to reduce any benefits that firefighters are entitled to pursuant to Section 207-a of the General Municipal Law.

Furthermore, any dispute resolution procedure included herein is not intended to review the employee's underlying 207-a claims, but limited solely to the employer's determinations of the employee's eligibility to receive Section 207-a benefits, the termination of those benefits or the determination on light duty assignments.

This will not preclude the employee from challenging the employer's determination in other forums regarding the legal interpretation of Section 207-a including but not limited to whether an incident is of such a nature as to be part of the employee's regular duties and/or whether a particular type of off duty activity constitutes outside employment.

For the purpose of this Article, "business day" shall mean Monday through Friday excluding any holiday when City Hall is closed for regular business.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

a. A firefighter or anyone acting on the firefighter's behalf, who claims a right to benefits under Section 207-a of the General Municipal Law either because of a new illness or injury or the recurrence of a prior illness or injury shall make written notice and application for those benefits within seven (7) business days of when the firefighter reasonably should have known that the illness or injury would give rise to the claim of entitlement to 207-a benefits. The written notice and application shall be presented to the Chief or the Chief's designee on the form which is made part of this procedure (See Form 1).

b. The firefighter shall provide a medical authorization for the City to obtain copies of the firefighter's behalf

relevant medical records from the firefighter's treating physician or other health care provider. (See Form 2). The City will provide the firefighter, without cost to the firefighter, a copy of the records and reports provided to the City pursuant to the authorization as well as any records or reports by physicians, health care providers, or other experts who examine the firefighter on behalf of the City. The medical authorization shall contain a confidentiality statement prohibiting the use or release of the firefighter's medical records except for purposes authorized by this Procedure.

c. The firefighter or the firefighter's representative shall also fill out a report notifying the Retirement System of the firefighter's claim for on-the-job injury. The form should be returned with the 207-a Application for transmittal by the Chief's office. The form is attached hereto as Form 3.

d. In the event of a personal inability by the firefighter to give notice, such notice may be made by anyone acting on behalf of such firefighter. If known, the notice shall describe the nature of the injury or sickness and the name of the treating physician.

e. The failure to satisfy any time limits specified above shall render a notice of filing untimely and shall preclude an award of any benefits pursuant to Section 207-a of the General Municipal Law; provided, however, that the Chief shall have the authority, which shall not be unreasonably withheld, to excuse a failure to provide notice or file a report upon good cause shown.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS.

a. The Firefighter shall be placed on sick leave pending determination of the firefighter's eligibility for Section 207-a benefits.

b. In the case of any firefighter who has no sick leave time accrued to the firefighter's credit, the City will advance sick leave for the purposes of this Section until such time as a final determination pursuant to Section 4 or Section 7 (as applicable), below, is made. In the event that the firefighter is denied 207-a eligibility and either the firefighter does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the firefighter will reimburse the City in time (sick or vacation time) or money, at the option of the firefighter, for the sick leave time advanced.

c. In the event that a firefighter is found to be eligible for 207-a benefits, the firefighter will have all used sick leave credits restored (except for any sick leave advanced by City).

Section 4. BENEFIT DETERMINATIONS

a. The City shall promptly review a firefighter's application for Section 207-a benefits and shall determine the firefighter's eligibility within a reasonable time, but in no case later than fifteen (15) business days from the time the Chief or the Chief's designee has received a complete application and all of the medical and other documentation necessary to issue a decision.

b. In determining the application the City may require a more detailed statement from the firefighter than that contained on the application. The City may take statements from witnesses and may send the firefighter to a physician or physicians of its choice for examination at the City's expense. If a firefighter does not comply with the City's reasonable request to see the City's appointed physician, the firefighter's application for benefits will be denied. (The firefighter shall not be required to travel more than 50 miles from the firefighter's residence or the boundaries of the City of Middletown whichever is the least distance from the appointed physician as the crow flies to attend the examination, unless the type of injury, medical specialty of the physician or the employee's physician is located further than 50 miles away.).

c. The determination will be made in writing to the firefighter, setting forth in detail any and all reasons for the determination. In the event that the application is denied, the City will simultaneously provide the firefighter, without cost, a copy of all information produced or acquired by it, in connection with the firefighter's application and determination for Section 207-a benefits. The City will continue to provide the firefighter with additional medical information subsequently produced or acquired.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-a, the Department, acting through the Chief, or the Chief's designee, may assign a disabled firefighter specified light duties, consistent with the firefighter's status as a

firefighter, which will not preclude desk duty, dispatching or other assignments of a similar nature. The Chief or the Chief's designee, prior to making a light duty assignment, shall advise the firefighter receiving benefits under Section 207-a that the firefighter's ability to perform a light duty assignment is being reviewed. Such a firefighter may submit to the Chief, or the Chief's designee, any document or other evidence in regard to the extent of the firefighter's disability. The Chief or the Chief's designee may cause a medical examination or examinations of the firefighter, to be made at the expense of the City. The physician selected, the firefighter and the firefighter's physician, shall be provided with the list of duties and activities associated with a proposed light duty assignment. The City's physician shall make an initial evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. If the firefighter's physician does not agree that the firefighter is medically able to perform the light duty assignment, the physician must express, in writing, those elements of the light duty assignment which the firefighter cannot perform and the specific medical reasons which preclude the firefighter from performing the duties. If the firefighter's and the City's appointed physicians have differing opinions on the firefighter's ability to perform light duty assignments, the firefighter's physician shall provide the City's physician with the medical documentation that the firefighter's physician relied on to reach his/her opinion. If after the City's appointed physician reviews the employee's physician's determination on light duty and any other medical documentation requested by the City's physician there is still a disagreement between the City's appointed physician and the firefighter's physician as to the Firefighter's fitness to perform one or more portions of the duties of the light duty assignment, only those portions of the light duty assignment that are in dispute cannot be assigned until the dispute is resolved pursuant to Section 7. It is understood that assignment to light duty is temporary and that a Firefighter so assigned does not have any entitlement to light duty or a continued light duty assignment for an indefinite duration of time.

Nothing contained herein shall require the Department to create light duty assignments.

Section 6. TERMINATION OF BENEFITS

a. Salary payments provided by Section 207-a(1) shall terminate upon the employee being retired pursuant to an

accidental disability retirement allowance or a performance of duty disability retirement allowance as set forth in the Retirement and Social Security Law.

b. The City will not discontinue Section 207-a benefits without the consent of the firefighter unless the firefighter's treating physician certifies that the firefighter is medically able to return to work and the firefighter refuses to do so. In the event that the City believes that the benefit should terminate because its physician has certified the firefighter is able to return to work and the firefighter's physician does not certify that the firefighter is able to return to work, the City may utilize the provisions of Section 7 in order to determine the firefighter's continued eligibility for benefits.

c. A firefighter who is receiving 207-a benefits may be required to submit to a physical exam by the City doctor. Upon submitting acceptable documentation that such time is necessary, a firefighter assigned to light duty shall start their light duty assignment to work their regularly assigned shift for up to ten (10) business days so as to accommodate any need the firefighter has to make new arrangements concerning personal schedules. After, the ten (10) business days the firefighter will report to their assigned light duty shift. The firefighter may be assigned to 8 hour, Monday through Friday day shifts. If the firefighter refuses to report to the light duty assignment their Section 207-a benefits may be terminated by the City. The firefighter shall not be required to travel more than 50 miles from the firefighter's residence or the boundaries of the City of Middletown whichever is the least distance from the appointed physician as the crow flies to attend the examination, unless the type of injury, medical specialty of the physician or the employee's physician is located further than 50 miles away.).

d. If the City determines that a firefighter receiving Section 207-a benefits has or is engaged in outside employment, the firefighter's Section 207-a status shall be immediately terminated, without need for a pre-termination hearing. Further, the firefighter may be subject to discipline. However, prior to termination of 207-a benefits, the firefighter will be given an opportunity to explain to the City why the activity(ies) alleged as outside employment is/are not disqualifying outside employment. The termination notice shall include the reasons in support of the determination. The Firefighter may appeal the decision pursuant to section 7 herein.

Section 7. DISPUTE RESOLUTION PROCEDURES

a. In the event that the City denies an application for Section 207-a benefits based on medical reasons only, or there is a dispute about whether a firefighter is medically capable of performing a specific light duty assignment, a third doctor will be selected from a rotating list of doctors agreed to upon by the parties based on the specialty necessary to issue a decision. The third doctor will make a determination that may be challenged pursuant to Section 7 (b).

b. All other disputes will be submitted to the formal stage of the grievance procedure pursuant to Article XIX Section B of the procedure in the collective bargaining agreement except that both parties have the right to grieve the decisions issued during this process to arbitration.

Section 8. DISABILITY RETIREMENT

Consistent with Section 207-a, the City may file an application on the firefighter's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick firefighter who is receiving 207-a benefits shall permit medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement.

Section 9. CONTINUATION OF CONTRACT BENEFITS

A firefighter who was granted 207-a benefits shall be eligible to receive the benefits set forth in Article XXV of the parties' collective bargaining agreement.

Section 10. HAZARDOUS EXPOSURE

A firefighter, who has been exposed to health hazard, e.g., AIDS, Hepatitis-B, biological or chemical toxins, etc., as a result of the performance of his or her duties, must file a hazardous exposure incident form (See Form 4) at the time of the exposure. The exposure form will be maintained by the City in the firefighter's personnel file.

If a firefighter claims a job-related injury due to exposure to a health hazard, then he or she must comply with the Notice of Disability filing requirements of Section 2 as well as the other requirements of this Article.

Section 11. EXCLUSIVITY OF PROCEDURES

These procedures are the sole exclusive procedures for determining a firefighter's eligibility for benefits under Section 207-a. As such, a firefighter shall have no right to challenge decisions of the City regarding eligibility or continued eligibility for 207-a benefits under the grievance machinery included in any collective bargaining agreement to which the firefighter or his or her collective bargaining representatives are a party.

Either party may file a grievance for a violation of these procedures. In that case, the scope of the arbitrator's authority will be limited solely to determine whether the procedures were complied with or violated.



Mike Demchak, President of
the Middletown Professional
Firefighters, Association, Inc.



Joseph DeStefano, Mayor of
the City of Middletown

FORM 1
City of Middletown Fire Department
General Municipal Law Section 207-a
Application

1. _____
Name of Firefighter
2. _____
Address
3. _____ 4. _____
Telephone number Age
5. _____
Name of supervisor
6. _____
Current job title
7. _____
Occupation at time of injury/illness
8. _____
Length of employment
9. _____ 10. _____ 11. _____
Date of incident Day of Week Time
12. a. _____
Name of witness(es)
b. _____
c. _____
13. Describe what the firefighter was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary). _____

14. Where did the incident occur? Specify. _____

15. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

16. When was the incident first reported? _____

To whom? _____ Time _____

Witness (if any) _____

17. Was first aid or medical treatment authorized?

To whom? _____ Time _____

18. Name and address of attending physician _____

19. Name of hospital _____

20. State nature of injury and part or parts of body affected _____

21. Will the officer be returning to duty? _____

When? _____

Date of report _____

New York _____

Signature of injured officer _____

FORM 2
Release of Confidential Medical Information

INFORMATION IS TO BE RELEASED TO:

Name: _____

Address: _____

Telephone: _____ Fax: _____

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined, or treated me, or any hospital at which I have been examined or treated, to furnish the City of Middletown, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my injury of _____ (insert date) and treatment rendered therefore.

I authorize the above-described persons (entities) to release (disclose) information described above. I have the right to revoke this authorization at any time by sending my written revocation to (Fire Chief, City of Middletown, New York). I understand that the revocation will not apply to any information released prior to your receipt of my written notice and a reasonable period in which to react to it. I understand that completion of this form is not a condition to treatment. Any information used or disclosed under this authorization may no longer be protected by privacy laws and may be subject to re-disclosure by the person or organization receiving or using it.

I understand that the information released may include confidential records regarding psychological or psychiatric conditions or treatment, drug use and/or alcoholism, confidential HIV information as defined by law, including without limitation information regarding treatment of Acquired Immunodeficiency Syndrome (AIDS) or associated conditions, and/or test orders or results relative to HIV infections. HIV/AIDS records may be protected under state or federal law and, except as otherwise provided by law, cannot be disclosed without my written consent which I may revoke at any time and by any reasonable means of communication.

This authorization will expire ninety (90) days from the date I sign unless a longer period is indicated here _____. I

acknowledge that I have received a completely filled in copy of this Authorization after I signed it.

Signature of Patient or Legally
Authorized (Personal) Representative

Date

Description of Authority of Legally
Authorized (Personal) Representative

*This release is given upon the condition that any records provided pursuant to this medical release will be provided simultaneously to the Firefighter. Any cost for these copies will be paid by the City of Middletown, New York. The health care provider is not authorized to prepare any special medical reports or otherwise communicate about the firefighter's condition.

CONFIDENTIALITY:

The medical records released are to be used solely by the City to carry out its obligations under Section 207-a of the General Municipal Law, administering the contractual 207-a procedures, or where the release is authorized or required by law. For 207-a purposes they may only be accessed in compliance with HIPPA by the attorney for the City of Middletown, New York, the Chief of the Fire Department, and their designated medical experts or to others authorized by the attorney for the City for the purpose of presenting evidence at 207-a hearings. If release of these records to others are authorized or required by law, the City will provide written notification to the firefighter listing the records released and to whom the records were released. Access without the firefighter's consent by any other individuals will be considered, among other things, a breach of the City's contractual obligation to keep these records confidential.

FORM 3

New York State Policemen's &
Firemen's Retirement System
Governor Smith State Office
Building Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the
Retirement Law instructing me to notify your department of any
and all injuries sustained in the line of duty as a member of
the City of Middletown Fire Department, I hereby submit the
following report:

Name of Injured Firefighter	Registration Number
Address	
Date of incident	Time of incident
Description of Injury	
Medical care required	
Remarks	

Signature of Firefighter

Witness of injury

Date

FORM 4
Report of Exposure*

Name:

Position/Rank:

Date of claimed exposure:

Substance to which the firefighter claims to have been exposed:

Place (address) where claimed exposure took place:

Name of witnesses to exposure:

Was the exposure investigated?

By whom:

Date

Signature of Firefighter

Date

Signature of Firefighter

*This form is to be used by a firefighter to report a claimed exposure to hazardous substances. A copy of this report will be placed in the firefighter's personnel file.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05-18-21

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 hereby rescinds Resolution # 228-20 adopted on November 11, 2020 in regards to Chapter 215 COVID-19 Enforcement, in regards to wearing face masks or face coverings in the City of Middletown to prevent the spread of COVID-19.

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Johnson

Date of Adoption 11-19-20

Index No: 228-20

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			
	9			
TOTAL				

SPECIAL MEETING

WHEREAS, in February 2020, the Center for Diseases Control and Prevention ("CDC") confirmed the first case in the United States of a new respiratory disease called the novel coronavirus (COVID-19). COVID-19 is caused by a virus (SARS-CoV-2) that is part of a large family of viruses called corona viruses. COVID-19 spread rapidly in New York. COVID-19 poses serious health risks to persons infected with the disease, particularly those with underlying medical conditions and the elderly. New York State first identified cases within its borders on March 1, 2020. It is therefore essential that the spread of the virus be slowed to safeguard public health, safety, and welfare, and

WHEREAS, the virus that causes COVID-19 is readily transmitted via respiratory droplet contact, especially in group settings. Droplet transmission can be reduced with the use of personal protective barriers such as face masks. The CDC and other public health agencies have uniformly recommended that the general public wear cloth face coverings and that individuals not residing within the same household maintain at least six feet of social distance from one another to prevent the spread of COVID-19 by droplet transmission, and

WHEREAS, on April 15, 2020, Governor Cuomo issued Executive Order 202.17 requiring any individual who is over the age of two and able to medically tolerate a face-

covering to cover the nose and mouth with a mask or cloth face-covering when in a public place and unable to maintain, or when not maintaining social distance, and

WHEREAS, on May 28, 2020, the Governor issued Executive Order 202.34 which authorized business operators and building owners to deny admittance to individuals who fail to comply with the Governor's face mask mandate set forth in Executive Order 202.17 or to require or remove individuals from the premises if such individual fails to wear a face mask as required. Nothing in Executive Order 202.34 or any other Executive Order prohibits or limits the right of State and local enforcement authorities from imposing fines or other penalties for violations of the directive in Executive Order 202.17, and

WHEREAS, the New York State Department of Health has issued Industry Guidance During the COVID-19 public health emergency for a variety of activities, industries and businesses which sets forth physical distancing requirements to minimize the spread of droplets and airborne contaminants, including generally mandating a distance of six feet between individuals, and when not able to do so, the wearing of acceptable face covering, and

WHEREAS, the Governor has issued multiple Executive Orders limiting the gatherings of individuals, whether it is on public or private property. Gatherings that do not exceed the Governor's limitations may occur so long as appropriate social distancing and face covering requirements are adhered to, and

WHEREAS, Governor Cuomo has stated that local governments have a responsibility to enforce social distancing, mask-wearing requirements and business closures and limitations. The Governor has warned local governments across New York State that if local officials do not enforce compliance with COVID19 public health orders, areas will be closed again. The Governor has stated that he will reverse openings in areas that are not complying with the rules and in those areas where local governments are not enforcing the law, and

WHEREAS, the City of Middletown has a population of approximately 28,000 residents, and approximately 1,512 City residents have been diagnosed positively for COVID-19 infection, and

WHEREAS, the Mayor of the City of Middletown has issued various Proclamations of Local States of Emergency due to the threats posed by COVID-19, and

WHEREAS, the Mayor's most recent Proclamation requires the use of face masks or face coverings within the City of Middletown, and

WHEREAS, while voluntary compliance with the aforementioned health and safety precautions on public and private property is preferred, the Common Council of the City of Middletown has determined that the grave health risks and economic impacts associated with COVID-19 require enforcement mechanisms to protect the public health, safety and welfare of City residents.

NOW, THEREFORE, Be it Resolved and Ordained by the Common Council of the City of Middletown:

Section 1. There is to be added to the Code of the City of Middletown a new Chapter 215, entitled "COVID-19 Enforcement" to read in its entirety as follows:

CHAPTER 215. COVID-19 ENFORCEMENT.

Section 215-1 Purpose of this Chapter.

The purpose of this Chapter 215 is to require the use of face masks or face coverings in the City of Middletown to prevent the spread of COVID-19 and is being enacted pursuant to the authority contained in Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York, Part 66 "Immunizations and Communicable Diseases", Subpart 66-3, entitled "COVID-19 Emergency Regulations effective July 9, 2020, and pursuant to the authority contained in the various emergency proclamations of the Governor of the State of New York and the Mayor of the City of Middletown.

Section 215-2. Definitions.

Face Masks and Face Coverings: Masks and face coverings include, but are not limited to, cloth (e.g.. homemade, sewn, quick cut, bandana), surgical masks, KN95, N-95 respirators, and face shields, any one of which must cover the nose and mouth of the wearer.

Section 215-3. Face mask or face covering required.

A. In the City of Middletown all persons in or upon public property must wear a face mask or face covering, which must be worn covering the nose and mouth of the wearer, at all times when the wearer is unable to maintain a distance of six feet of another person or persons unless such person is part of a household unit.

B. All persons must wear a face mask or face covering which must be worn covering the nose and mouth of the wearer at all times when on private

property located in the City of Middletown, including but not limited to public areas of residential property, business and professional offices, retail and personal service establishments, restaurants, child care facilities, places of public accommodation, private clubs and religious establishments, when unable to maintain a distance of six feet from another person who is not a member of the same household.

C. Owners of businesses located in the City of Middletown must ensure compliance by customers or visitors on business premises with the provisions of this Section.

Section 215-4. Exceptions.

A. Face masks or face coverings shall not be required to be worn if individuals maintain a distance of at least six feet from another person. Individuals who reside in the same household are not required to wear a face mask or face covering when located within six feet of each other.

B. Face masks or face coverings shall not be required to be worn by any child under the age of six or by anyone who is unable to medically tolerate a face covering as determined by a New York licensed physician or mid-level provider, however, this provision shall not exempt any person from maintaining a distance of at least six feet from another person, except for a child under six or when such person is with a guardian who is not a member of the household.

C. Drivers traveling alone or exclusively with members of their households in or upon a motor vehicle do not need to wear face coverings when traveling in or upon said vehicles. Individuals who are riding bicycles, scooters, or are jogging are exempt if in the roadway and not upon the sidewalk.

D. Persons playing a sport or participating in a fitness class or recreational activity are not required to wear a face mask if such individuals are unable to tolerate a face covering for the physical activity. Persons must put a face mask or face covering on as soon as such physical activity has ended.

E. Individuals are not required to wear a face mask or face covering when they are stationary, seated or standing while actively eating and/or drinking, or while seated within a City restaurant's approved eating area.

F. Police officers, fire fighters, ambulance personnel and other first responders shall not be required to wear a face mask or face covering when not practical because they are engaged in a public safety matter of an emergency nature.

Section 215-5. Enforcement; penalties for offenses.

A. This Chapter may only be enforced during the time that a Declaration of Emergency is issued by the New York State Governor or City of Middletown Mayor due to an epidemic or disease outbreak that is communicable through droplet contact or airborne transmission.

B. Any person who violates any provisions of this Chapter shall, upon conviction thereof, be subject to a fine of not less than \$100 nor more than \$500 or by imprisonment for a period not exceeding 15 days, or by both such fine and imprisonment.

Section 2. Severability.

The provisions of this Ordinance are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which this ordinance or part hereof is held inapplicable had been specifically exempt therefrom.

Section 3. Effective date.

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. _____

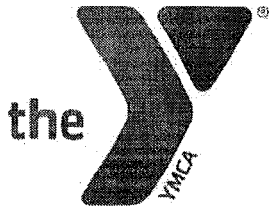
Date of Adoption 05-18-21

Index No: _____

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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 hereby authorizes the Commissioner of Public Works, and/or his designee, and the Chief of Police, and/or his designee, to close any and all streets and intersections as per the attached route necessary and at their discretion, for the YMCA Annual Ruthie Dino Marshall Run on Sunday, June 13, 2021, beginning at 8:00 a.m. and lasting until such time as it is no longer needed.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown approves the Annual Ruthie Dino-Marshall Run held on June 13, 2021 as per the attached COVID-19 guidelines approved by the Chief of Police of the City of Middletown.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 3, 2021

Dear Mayor DeStefano,

The YMCA of Middletown is preparing for its Annual Ruthie Dino-Marshall Run to be held on Sunday, June 13, 2021. As a result of the usage of city streets for the event, this correspondence serves as a request for a City Permit for this year's run. Due the difference restrictions that COVID-19 has brought, the race requires the roads to be closed from 8:00am and reopening gradually as the last wave begins. The one exception would be Cantrell Ave. at the side of the YMCA - this street would need to be closed early for timer set up and would be the last to reopen as it is the site of the finish line. Another option is to reverse the course, having the start line be on Cantrell Ave. and the finish be on Wallkill.

The race will be run in waves of no more than 50 people, waves being 3 minutes apart. Walkers will be in the first 3 waves to allow for enough finish time. The anticipation is to have no more than 8 waves, start time of the first wave to be determined but no later than 8:30am. All race participants will be required to wear face coverings prior to starting the race, at the start line, after finishing the race and any time 6ft. physical distancing cannot be maintained. There will also be a virtual race for those that may still be uncomfortable in racing in person. Some adjustments will be made based on future easing or tightening of COVID-19 restrictions which will be readily communicated.

All race volunteers/vendors will wear masks at all times. Proper PPE will be used by all staff and volunteers before, during and after the race to and all will have specific duties to ensure no cross contamination. If there is any crossover of duties, proper hand sanitization and PPE disposal will be done. If there are vendors present, which is to be determined, they will be appropriately distanced apart so there will not be an amass of people. Vendors will be advised if there are any giveaways, they will be sanitized and if it is edible, they will be individually packaged. Due to gathering restrictions, there will be no awards ceremony or post race BBQ to ensure that participants will disperse as quickly as possible.

Enclosed is the map of the race course which remains the same course as the previous years.

I understand this request will be brought in front of the Middletown City Council for approval. Please let us know if there is anything further you will need from the YMCA to expedite issuing the permit.

On behalf of the Board of Directors of the YMCA of Middletown, George Marshall, and I thank you so much for your assistance.

Sincerely Yours,

George Marshall

Kelly Patterson

MCA F M T
Association Headquarters
81 Highland Avenue
Middletown, NY 10940
P 845 344 9622 F 845 343 1484
www.middletownymca.org

S T H A F A M MCA
45 Gilbert Street Extension
Monroe NY 10950
P 845 782 9622 F 845 782 2003

MCA F S A C T
98 Wild Turnpike
Rock Hill, NY 12775



Ruthie Dino-Marshall 5K—Course Map YMCA OF MIDDLETOWN

COURSE DIRECTIONS

Start on Cantrell Ave next to the Y

Turn left on Highland Ave

Turn left on Alaska Ave

Turn left on Watkins Ave

Turn right on to Roosevelt Ave

Turn left on to Randall Heights

Turn right on to Frank Shorter Way (passing Fancher Davidge Park on your right)

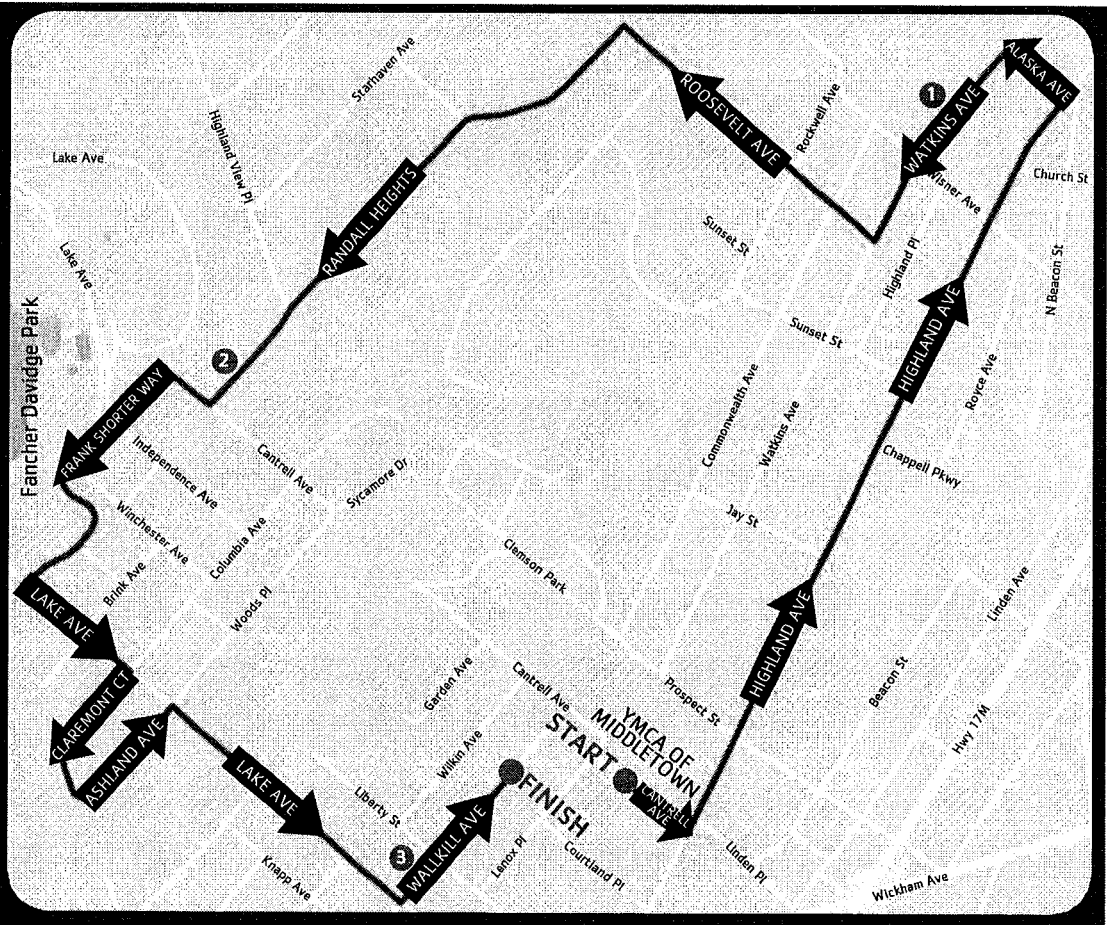
Turn left on to Lake Ave

Turn right on to Claremont Ct, which becomes Ashland Ave

Turn right on to Lake Ave

Turn left on Wallkill Ave

Finish line is near the end of Wallkill Ave



John Naumchik

From: jewanciw@middletownpolice.com
Sent: Tuesday, May 4, 2021 6:54 PM
To: John Naumchik
Subject: FW: Forms for Ruthie Dino Marshall 5K
Attachments: 2021Ruthie Permit letter.docx; Ruthie Run Map 2021.pdf

Good evening John,

Attached is the request from the YMCA to host the Ruthie Dino Run on June 13th, 2021. I have worked with Kelly, to ensure their plan meets the COVID restricts, which it does, and she also received approval from the Orange County Department of Health. The correspondence with the DOH is in the email thread below. Please add this to agenda for the May 18th Common Council meeting.

Thank you!

John Ewanciw – Chief of Police
City of Middletown Police Department
2 James St.
Middletown, NY 10940
(845)346-4004 *office*
(845)346-4041 *fax*
jewanciw@middletownpolice.com
The City of Middletown Police Department
Serving The Public With Integrity Since 1888
Please Visit our Website @ www.middletownpolice.com



From: Kelly Patterson <kpatterson@middletownymca.org>
Sent: Monday, May 3, 2021 8:26 AM
To: jewanciw@middletownpolice.com
Subject: Fw: Forms for Ruthie Dino Marshall 5K

Good Morning -

I thought I had forwarded this before but could have neglected to -

This is our sanitarian contact at the DOH

Thank you,
Kelly

From: Kastberg, Scott <SKastberg@orangecountygov.com>
Sent: Tuesday, April 20, 2021 1:54 PM
To: Kelly Patterson <kpatterson@middletownymca.org>
Subject: RE: Forms for Ruthie Dino Marshall 5K

Hi Kelly,

Our office doesn't send out any official notifications of approval for community events. If any other offices would like a verbal confirmation you can feel free to give them my contact information.

Scott C. Kastberg

Public Health Sanitarian



Orange County Department of Health

Environmental Health Division

124 Main St. – 3rd Floor, Goshen, NY 10924

Desk: 845-291-2360 | Office: 845-291-2331 | Fax: 845-291-4078

skastberg@orangecountygov.com | website: www.orangecountygov.com

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From: Kelly Patterson <kpatterson@middletownymca.org>
Sent: Tuesday, April 20, 2021 12:32 PM
To: Kastberg, Scott <SKastberg@orangecountygov.com>
Subject: Re: Forms for Ruthie Dino Marshall 5K

Hi Scott

Are there any forms/paperwork that will be sent to us noting the approval from the OCDOH for our 5K?

The Chief of Police would need all the info regarding our race which would include some notation of approval from the county.

Please let me know.

Thank you so much!!

Kelly

From: Kelly Patterson <kpatterson@middletownymca.org>
Sent: Wednesday, April 14, 2021 10:07 AM
To: Kastberg, Scott <SKastberg@orangecountygov.com>
Subject: Re: Forms for Ruthie Dino Marshall 5K

No - we won't be doing food this year. We will be having water - good to know packaged food is ok.

Thank you so much!

Kelly

From: Kastberg, Scott <SKastberg@orangecountygov.com>
Sent: Wednesday, April 14, 2021 9:52 AM
To: Kelly Patterson <kpatterson@middletownymca.org>
Subject: RE: Forms for Ruthie Dino Marshall 5K

Hi Kelly,
My boss just wanted to ask if there are going to be any food vendors at your race? I know races tend to not have food served at them but he just wanted me to double check in case any food permits are needed. Water bottles and packaged shelf stable foods are ok without a permit.
-Scott

From: Kastberg, Scott
Sent: Tuesday, April 13, 2021 4:48 PM
To: Kelly Patterson <kpatterson@middletownymca.org>
Subject: RE: Forms for Ruthie Dino Marshall 5K

Hi Kelly,
The County DOH has approved your event. If there are any significant changes to your safety plan or how the event will be ran please let me know.
-Scott

From: Kelly Patterson <kpatterson@middletownymca.org>
Sent: Tuesday, April 13, 2021 1:10 PM
To: Kastberg, Scott <SKastberg@orangecountygov.com>
Subject: Re: Forms for Ruthie Dino Marshall 5K

Hi Scott,

I was just checking in to see if you had heard anything as far as approval for our 5K.

Let me know.

Thank you,
Kelly

From: Kelly Patterson <kpatterson@middletownymca.org>
Sent: Wednesday, April 7, 2021 3:03 PM
To: Kastberg, Scott <SKastberg@orangecountygov.com>
Subject: Forms for Ruthie Dino Marshall 5K

Please let me know if I need to revise anything to make approval.

Thank you so much!

Kelly

From: Scanner <scanner@middletownymca.org>
Sent: Wednesday, April 7, 2021 3:07 PM
To: Kelly Patterson <kpatterson@middletownymca.org>
Subject: Message from KM_C754e

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05-18-21

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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 as the sole signatory, any and all necessary documents required pertaining to DASNY grants #15486 (\$250,000) and #15603 (\$100,000) for Davidge Park Extension Project/Wolslayer Field.

CITY OF MIDDLETOWN
Office of Economic & Community Development

May 6, 2021

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

RECEIVED

MAY 06 2021

City Clerk
City of Middletown

RE: DASNY Grants #15486 & #15603

Dear Members:

The City is seeking a resolution to authorize the Mayor to sign, as the sole signatory, any and all necessary documents required pertaining to DASNY grants #15486 (\$250,000) and #15603 (\$100,000). Both grants are for the Davidge Park Extension Project/Wolslayer Field.

Thank you for your attention to this matter.

Caitlin McNamara, OECD Coordinator
Economic & Community Development

CC: Maria Bruni

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

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By Ald. _____

Sec'd by Ald. _____

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Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, at the recommendation of the Mayor and Public Works Commissioner, the City of Middletown will implement new garbage and recyclables collection procedures utilizing trucks with mechanical arms that will pick up City-provided receptacles, and

WHEREAS, the Common Council wishes to provide new regulations with respect to garbage and recyclables collection in the City of Middletown.

NOW, therefore, be it RESOLVED AND ORDAINED by the Common Council of the City of Middletown as follows:

Section 1. Chapter 407 of the Code of the City of Middletown, Solid Waste, is hereby amended to read as follows:

ARTICLE I. GENERAL PROVISIONS

Section 407-1. Definitions; word usage.

The following terms shall have the meanings indicated:

ASHES

The residue from coal or other fuel.

COLLECTIBLE RECYCLABLES

Those items which are determined by Orange County to be marketable and collectible at its recycling center, or those items which are determined by the Commissioner of Public Works of the City (or his/her agent) to be marketable and collectible as recyclable materials or products, and all of the foregoing items shall be known as "recyclables."

DROPOFF CENTER

A facility provided by the City for the express purpose of collecting garbage and recyclables.

DUMPSTER

A large, metal trash bin, often of a kind that is emptied, or transported to a dump, by a specially equipped truck; also includes all types of trash containers referred to in general as trash dumpsters.

GARBAGE

All putrescible and nonputrescible materials or substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including garbage, rubbish, ashes and refuse by definition in this Article, and also including the organic waste of meat, bones, fish, fruit, vegetables or any animal or vegetable matter, including tin cans, that have contained food material.

NONCOLLECTIBLE RECYCLABLES

Those items which, by law, must be returned to the seller, including but not limited to deposit bottles and waste oils.

RECEPTACLES

Containers for garbage or recyclables which will be provided by the City of Middletown for the deposit of household garbage and recyclables. Such receptacles shall be sized 95, 65 or 35 gallons.

REFUSE

Inorganic waste such as bottles, glass, crockery, metals or other incombustible matter, including grass clippings, leaves and tree trimmings.

RUBBISH

Paper, wood, leather, cloth or any other combustible matter.

Section 407-2. Penalties for offenses.

Any person, partnership, corporation or other entity who or which violates any provision of this Chapter shall be guilty, upon conviction, of an offense punishable by a fine not less than \$250 nor more than \$1,000 or by imprisonment for a period not exceeding 15 days, or by both such fine and imprisonment. Each day that a violation is permitted to exist shall constitute a separate offense

ARTICLE II. COLLECTION

Section 407-3. Collection.

A. Receptacles. The City will provide garbage and recycling collection services only to those properties located in the City which utilize City-provided receptacles. All property owners or other persons in possession of premises for which the City provides garbage or recycling collection must use City-provided receptacles only for the exterior storage of garbage and recyclables. All exterior storage of garbage and recyclables must be inside the receptacle; the lid of the receptacle must be closed at all times; any other exterior storage of garbage or recyclables is a violation of this Subsection. No household or business generated garbage may be placed in the littering cans placed by the City on public property. Except when placed on the curb for pickup, as provided in Subsection E, below, no receptacle may be stored or left within 30 feet of any public street, unless the receptacle is stored inside a building or is obscured from view by fencing or other suitable enclosure. The enclosure must be substantially opaque when viewed from the exterior and shall prevent the receptacles from being viewed. This 30-foot rule may be waived by the Commissioner of Public Works when he/she, in his/her sole discretion, determines the rule to be unreasonable or impractical.

B. Fees for and numbers of receptacles. The City will provide a single set of receptacles, consisting of one green garbage receptacle and one blue recycling receptacle, free of charge to each single-family residence in the City, and to each mixed-use building that includes a single-family residence. The City will provide two such sets of free receptacles to each two-family residence, each multi-family residence, and to each mixed-use building that includes two or more residential units. The City will provide a single set of such free receptacles to any commercial property in the City, provided such property is not utilizing a dumpster picked up by the City for disposal of garbage and recyclables. Any property owner who wishes to have more receptacles can acquire same from the City at an annual fee of \$100 per each receptacle. No property in the City may utilize more than eight receptacles, unless authorized in writing by the Commissioner of Public Works or his/her agent. The Commissioner of Public Works, in his/her discretion, may allow property owners with disabilities permission to vary the size of receptacles required by the City.

C. Care of receptacles. All receptacles shall remain the property of the City. The property owner is responsible for the care and maintenance of all receptacles stored on his/her property. The City will supply replacement receptacles free of charge for receptacles which have suffered normal wear and tear which renders them not suitable for continued use. The City will charge a fee of \$100 per receptacle to replace receptacles that are lost, stolen or damaged by the negligence of the property owner or other persons using such receptacles.

D. Pickup schedule. Garbage will be collected once per week throughout the year and at such other times as deemed necessary by the Mayor and/or the

Common Council. Recyclables collection shall occur each week City-wide on Friday. Garbage collection shall occur each week upon the following schedule:

1. First Ward: Thursday
2. Second Ward: Tuesday
3. Third Ward: Wednesday
4. Fourth Ward: Monday.

E. Set-out requirements. All receptacles must be set out on the curb no earlier than 5:00 p.m. in the evening prior to the day of pickup. All receptacles must be placed on the curb no farther than four (4) feet from the property's driveway; if the property has no driveway, the receptacles must be placed on the curb in an area designated by the Department of Public Works. All receptacles must be placed in a location where access thereto by the City's trucks, equipped with mechanical arms, is not obstructed in any way. It is a violation of this Subsection to place receptacles for pickup at any other location. All garbage and recyclables must be stored inside the receptacle for pickup; any storage of garbage or recyclables outside of the receptacle for pickup is a violation of this Subsection; the lid on each receptacle must be closed. Only City-provided receptacles may be placed on the curb. All receptacles must be removed from the curb no later than 7:00 p.m. on the day of pickup.

F. Dumpsters. All permanent on-site dumpsters shall be obscured from view by fencing or other suitable enclosures. The enclosures shall be substantially opaque when viewed from the exterior and shall prevent the dumpster from being viewed. The enclosures shall be at least six feet high but no more than nine feet high. The enclosures shall be equipped with a locking gate at all business and commercial premises. Temporary dumpsters are excluded from this provision.

G. Dumpsters for apartment complexes. The City will provide the necessary dumpsters to the six apartment complexes presently picked up by the City. These dumpsters will remain the property of the City and will be marked accordingly. The six apartment complexes are: (1) Tall Oaks, (2) Summitfield, (3) Towne Terrace, (4) 80 Sproat Street, (5) 70 Sproat Street, and (6) David Moore Heights. It shall be the responsibility of these complexes to provide an area large enough to accommodate four dumpsters, and located in an area acceptable to the Commissioner of Public Works or his/her agent. Said location must be kept clean and orderly by the complex owners and fenced, if required by the Commissioner. This location shall be level and easily accessible for City trucks. The pickup of these locations will follow the same schedule as provided in this Section. If additional complexes are to be serviced by the City, it shall be the responsibility of the owners to provide the dumpster(s) and comply with the provisions of this Section.

H. Leaves and yard waste. Notwithstanding any other provision in this Section, the time period between October 15 and November 15 of each calendar year, inclusive of both days, is hereby declared to be a general City-wide cleanup period for leaves and yard waste. During this cleanup period, leaves and yard waste may be

deposited in City streets no further than four feet from the curb. At all other times during the year, leaves and yard waste must be placed in receptacles, biodegradable bags or dumpsters in accordance with the provisions of this Section.

I. Recyclables. The State of New York and the County of Orange have mandated that municipalities recycle. Recyclables will be determined by the County of Orange's markets, and will be subject to change. All recyclables, liquid or putrescible containers shall be thoroughly rinsed before depositing into a receptacle. Comingling garbage and recyclables in the same receptacle is a violation of this Section. It shall also be a violation of this Section to remove recyclables from receptacles for any purposes unless authorized by the Commissioner of Public Works or his/her agent.

J. Business Improvement District ("BID").

(1) All of the subsections in this Section shall apply to receptacles and collection in the BID, except for Subsections D and E and the last sentence of Subsection B.

(2) The maximum number of receptacles allowable for a parcel of land in the BID is four.

(3) The City will collect garbage in the BID each day. All receptacles must be set out on the curb between 8:00 p.m. and 2:00 a.m. All receptacles must be placed on the curb in such a position as to not unreasonably obstruct pedestrian traffic on the sidewalk. All garbage and recyclables must be stored inside the receptacle for pickup; any storage of garbage or recyclables outside of the receptacle for pickup is a violation of this Subsection; the lid on each receptacle must be closed. Only City-provided receptacles may be placed on the curb.

(4) All receptacles must be removed from the curb no later than 12:00 noon each day.

(5) When not on the curb, all receptacles must be stored inside a building, or at least thirty (30) feet from any public street, or in an enclosure which is obscured from view by fencing or other suitable means. This requirement may be waived by the Commissioner of Public Works when he/she, in his/her sole discretion, determines the requirement to be unreasonable or impractical.

(6) The above paragraphs in this Subsection shall not apply to eating or drinking establishments, or manufacturing enterprises, or similar uses, all of which must utilize City-provided dumpsters or drop-off centers for garbage disposal, unless written exemption is provided by the Commissioner of Public Works or his/her agent.

(7) The above paragraphs in this Subsection shall be enforceable against all property owners, tenants or persons in possession of premises located in the BID.

K. All property owners must have a written plan for garbage collection in each lot:

- (1) owned in the BID; or
- (2) used for commercial purposes; or
- (3) used for a multiple dwelling.

The plan must conform to a template to be provided by the City. This plan must include provision for notice of this Ordinance to tenants and anyone else residing in or doing business in the subject premises. The written notice must be signed by all tenants and any other persons in residence or possession. The written plan and notice must be available to City personnel performing annual or other inspections.

L. In addition to the collection provided for above in this Section, the City shall maintain drop-off centers and dumpsters for the collection of garbage and recyclables. BID drop-off centers are for use by property owners or their tenants in the BID only; any use of such drop-off centers by other persons or entities is a violation of this Article, punishable as provided in Section 407-2, above.

Section 407-4. Dumping prohibitions.

A. Dumping in prohibited places. It shall be unlawful for any person, partnership or corporation to dump, place, deposit or permit to be deposited upon any public or private property or upon any street, sidewalk, park or other public place in the City of Middletown any garbage, rubbish or other objectionable waste. No person or entities shall cast, lay, push or place in any of the brooks or streams running through the City of Middletown, New York, any dirt, ashes, cinders, filth, garbage, sticks, stones or rubbish of any kind whatever.

B. Dumping by nonresidents. No person, partnership or corporation not a resident of or conducting an established business in the City of Middletown shall dump or deposit any garbage, rubbish, ashes or other objectionable wastes within the City of Middletown.

C. Dumping of rubbish from outside City. No person, partnership or corporation, a resident of or conducting business in the City of Middletown, shall dump or deposit any garbage, rubbish, ashes or other objectionable wastes originating outside of the City of Middletown, within the City of Middletown.

D. Placement for collection. Nothing in this Section shall be construed to prohibit the placing of ashes, rubbish or garbage in receptacles as provided in Section 407-3 for removal by the City of Middletown. However, it shall be unlawful for any person or entity to utilize a receptacle provided by the City unless such person or

entity is an owner, tenant or doing business at the property to which the receptacle has been provided. It shall be unlawful for any person other than an authorized employee of the City to disturb, remove or willfully and maliciously tip over and spill the contents of garbage or recycling receptacles.

E. Dumping of fill materials; permission required. Nothing in this Section shall be construed to prohibit the dumping of sand, gravel, ashes, stones or other suitable fill material, provided that permission for such fill has been obtained from the Commissioner of Public Works.

F. Any violation of this Section is punishable as provided in Section 407-2, above.

Section 2. This ordinance shall take effect immediately.

City of Middletown
DRAFT Sanitation Plan for City of Middletown
May 11, 2021 at 7:00PM

PLEASE TAKE NOTICE that the City of Middletown will hold an informal meeting on the new DRAFT Sanitation Plan on Tuesday, May 11, 2021, commencing at 7:00PM in the Common Council Chambers at City Hall, 2nd floor.

The DRAFT plan will be available for viewing on the City website at www.middletown-ny.com.

The public can attend the meeting at City Hall to discuss the new plan and answer any questions from the public.

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

Members of the public may also access the meeting to ask questions by clicking on the link below to register for the meeting:

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

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

Please note that all meetings will be recorded.

BY ORDER OF THE COMMON COUNCIL,

CITY OF MIDDLETOWN, NEW YORK

John C. Naumchik

City Clerk

Dated: May 5, 2021

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05-18-21

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 \$5,726.00 within the Fire Department 2021 budget to cover unbudgeted costs of training two recruit career firefighters at the NYS Academy of Fire Science in the following manner:

From:
A.3410.100
Personal Services

AMOUNT
\$ 5,726.

To:
A.3410.433
Personnel Training

81 East Main St.
Middletown, NY 10940

**Middletown Fire
Department**

www.middletownfiredept.com

845-344-5003
845-344-5031 Fax

May 10, 2021

Board of Estimate
City of Middletown
16 James Street
Middletown, NY 10940

RECEIVED

MAY 10 2021

City Clerk
City of Middletown

The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to transfer the following monies WITHIN the 2021 Fire Department Operating Budget:

From:

To:

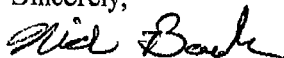
A.3410.100
Personal Services

\$ 5,726.

A.3410.433
Personnel Training

To cover unbudgeted costs of training two recruit career firefighter at the NYS Academy of Fire Science.

Sincerely,



Nick Barber
Fire Chief

Nick Barber, Fire Chief

Robert Brady, 1st Asst. Chief, Randy MacLean, 2nd Asst. Chief, Nick Elia, 3rd Asst. Chief

Sean Gerow Secretary, William R. Kelder Treasurer

Monhagen's Eagles Excelsior's McQuoid's Phoenix Ontario's Waalkill's Fire Police Local 1027

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05-18-21

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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 approve an agreement between the City and its Bond Counsel (Orrick) to cover the proposed sale of bonds to E.F.C. (C3-5315-02-01) which fees are the same as prior years.

LET IT BE FURTHER 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 agreement.



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

+1 212 506 5000
orrick.com

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

May 5, 2021

Via E-Mail (dparis@Middletown-NY.com)

Mr. Donald Paris
City Treasurer
City of Middletown
16 James Street
Middletown, NY 10940

Re: City of Middletown, Orange County, New York
Proposed Sale of Bonds to E.F.C. (C3-5315-02-01)
Orrick File: 42347-2-500

Dear Mr. Paris:

Thank you for having retained us as Bond Counsel with respect to rendering our approving opinion in connection with the above-mentioned bond issuance.

Our legal services will include the following:

1. General advice relative to the financing.
2. Advice, guidance, review and/or drafting relative to SEQRA/SERP compliance.
3. Drafting of the bond resolution.
4. Drafting of the form for the Legal Notice of Estoppel.
5. Drafting of the certificate providing for the details and authorizing the sale of the bond issue to E.F.C.
6. Drafting of a preliminary approving opinion for E.F.C.
7. Drafting of the form of the final approving opinion.
8. Drafting of the bond form.
9. Drafting of the General Certificate (Certificate of Incumbency) of the City Clerk.
10. Review of the Project Finance Agreement, including negotiations as needed.
11. Review of the Terms Certificate (E.F.C.).
12. Attendance at E.F.C. conferences, as necessary, to expedite the financing.
13. Review of the maturity for the bond issue.
14. Preparation of typewritten bonds.
15. Drafting of the form of the Closing Certificate for the closing.
16. Drafting of forms of Arbitrage Certificate.
17. Completion and filing of IRS information forms, if necessary.



Mr. Donald Paris
March 29, 2021
Page 2

18. Complete supervision from commencement of the financing of the project through the closing, including various detailed letters of instructions.
19. Drafting of this letter providing for the terms of our retainer.
20. Attendance at the closing.

Our fee for the above services, barring unforeseen complications, shall not exceed \$8,000 for the bond issue.

Our fees for the grid note issued through EFC will be \$3,500.

The above fees are "outside" quotations and are subject to reduction depending upon the reduced complexity of the transaction.

With best wishes,

Very truly yours,

A handwritten signature in cursive script, appearing to read "Thomas E. Myers".

Thomas E. Myers
TEM/es

cc: Ms. Janet Gallo (jgallo@middletown-ny.com)

Accepted on behalf of the City of Middletown, New York
this _____ day of _____, 2021.

Donald Paris, City Treasurer

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05-18-21

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 hereby authorizes the closing of Union Street for the Farmers Market from 7 AM to 2 PM from June 5, 2021 to August 5, 2021 temporarily once Erie Way Park is completed.

John Naumchik

From: Maria Bruni
Sent: Wednesday, May 12, 2021 1:10 PM
To: John Naumchik
Subject: Farmers Market

Hi John

We need a resolution for Tuesday to close Union Street for the Farmers Market

From June 5-Aug 5, 2021, from 7 am to 2pm. This is temporary and once Erie Way Park is completed and accessible the market will not need to utilize the street.

Let me know if you need any other details.

Maria Bruni, Director
Office of Economic and Community Development
City of Middletown
16 James Street
Middletown, NY 10940
845-346-4170

RECEIVED

MAY 12 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 05-18-21

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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 award the bids for the following surplus vehicles auctioned off through Auctions International:

1999 Chevrolet Malibu (VIN# 1G1ND52J0X6249668) - \$450.00

2000 Acura TL (VIN# 19UUA5664YA044856) - \$560.00

2002 Lincoln LS (VIN# 1LNHM86S72Y674502) - \$540.00

2006 Ford Expedition XLT (VIN# 1FMPU16596LA75875) - \$630.00

2006 Audi A4 (VIN# WAUDF78E16A0178712) - \$1,325.00

2008 BMW 3-Series (VIN# WBAWC73508E065749) - \$2,600.00

2008 Dodge Charge SE (VIN# 2B3KA43RX8H280171) - \$810.00

2008 BMW 5 Series (VIN # WBANV93588CZ60757) - \$1,550.00

2008 Ford Focus (VIN#1FAHP34N68W297392) - \$1,475.00

2008 Ford Crown Victoria (VIN#2FAHP71V68X159142) - \$610.00

2009 Ford F450 Shuttle Bus (VIN#1FDDE45P39DA03016) - \$470.00

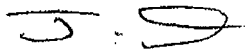
Total \$11,020.00

RECEIVED
MAY 12 2021
City Clerk
City of Middletown

Department of Public Works

Memorandum

To: Honorable Mayor DeStefano, Honorable Members of the Board of Estimate and Apportionment, Members of the Common Council

From: Jacob Tawil, P.E. Commissioner of Public Works 

Date: May 12, 2021

Re: Resolution needed to award bids for surplus vehicles auctioned off through Auctions International

I respectfully request a resolution to award the following bids for surplus vehicles auctioned off through Auctions International:

1999 Chevrolet Malibu (VIN# 1G1ND52J0X6249668) - \$450.00

2000 Acura TL (VIN# 19UUA5664YA044856) - \$560.00

2002 Lincoln LS (VIN# 1LNHM86S72Y674502) - \$540.00

2006 Ford Expedition XLT (VIN# 1FMPU16596LA75875) - \$630.00

2006 Audi A4 (VIN# WAUDF78E16A0178712) - \$1,325.00

2008 BMW 3-Series (VIN# WBAWC73508E065749) - \$2,600.00

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2008 Ford Crown Victoria (VIN#2FAHP71V68X159142) - \$610.00

2009 Ford F450 Shuttle Bus (VIN#1FDFE45P39DA03016) - \$470.00

Total \$11,020.00

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 05-18-21

Index No: _____

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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 Mayor to sign the attached agreement from Fusco Engineering to provide professional services for a 2-lot subdivision at 28/30 Pilgrim Corners Road in the Town of Wallkill.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$14,500.00 to fund the agreement in the following manner:

FROM	AMOUNT	TO
Water Fund Balance	\$14,500.00	F.1940.900
		Purchase of Land



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: April 5, 2021
Clients Name: City of Middletown
Clients Address: 16 James Street
Middletown, NY 10940

Clients Phone Number: (845) 346-4101
Clients Email: jtawil@middletown-ny.com
Project Name: 2 Lot Subdivision of Ogden Farm
Project Number: 21-121
Address of Project: 28/30 Pilgrim Corners Road
Section 49, Block 1, Lot 85.2
Town of Wallkill
Orange County, NY

RECEIVED
MAY 12 2021
City Clerk
City of Middletown

Description of Services Rendered: We will prepare a boundary survey of the above mentioned parcel, which includes verifying the location of the property lines and locating any existing visible features on the lot to be used as a basemap for a two (2) lot subdivision. The two lots that will be created will have approximately 10.01 acres each. We will prepare the Town of Wallkill Planning Board application including SEQRA (EAF) and represent the client at the Planning Board meetings and workshops. We will prepare new metes and bounds descriptions for the two newly created lots. Once the project has received Planning Board approval we will file the maps with the Orange County Clerk.

- 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.
- Surveys unless specified in this agreement, and any Review Changes.
- Construction period services.
- Any verbal or written authorized changes to this contract.
- Prints (except when noted in the contract)
- Topography
- Underground utilities & features
- Marking 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:

Boundary Survey and Map	\$6,000.00
Subdivision Plat	\$1,500.00
Metes and Bounds Descriptions of both lots	\$ 300.00
Planning Board Application	\$ 500.00
SEQRA (EAF)	\$ 500.00
SHPO Submission	\$ 500.00
Planning Board Meetings & Workshops	\$ 350.00 / meeting
Setting Concrete monuments if required by Town	\$ 250.00 per mon.
Filing Map with County Clerk (pre-approval of map, Tax Map & finance dept review)	\$ 500.00

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.) Our office shall receive payment as the work progresses, maps shall not be delivered to planning boards, zoning boards or for clients review until we have been paid in full for services rendered. The retainer will be applied to the **final invoice** of an account when the project is completed. This proposal is only guaranteed for 120 days.

Compensation for these services shall be paid on receipt of invoice. If payment is not received within thirty (30) days of invoice date, work will cease, and 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

Client, Accepted By

Date

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 05-18-21

Index No: _____

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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 a total of \$127,638.00 from the General fund and within the 2021 DPW budget to cover the purchase of additional carts for the rollout of the new Sanitation Collection Program in the following manner:

H.0988.201
Sanitation Vehicles

\$127,638.00

H.0988.450
Sanitation Equipment

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

MAY 13 2021

City Clerk
City of Middletown

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

J. Tawil

Requested Transfers

We are requesting a transfer of funds in the amount of \$127,637.50 to cover the purchase of additional carts for the rollout of the new Sanitation Collection Program. The original order of 16,050 carts went over the budget of \$750,000 authorized by Resolution 129-20B, by \$31,637.50. An additional estimated \$96,000.00 will be needed for the purchase of 2,000 smaller carts requested by residents in place of the original 95 gallon carts delivered, See attached quote.

FROM	AMOUNT	TO
General Fund	\$96,000.00	H.0988.401 Sanitation Equipment Materials & Supplies
H.0988.201 Sanitation Equipment Vehicles	\$31,637.50	H.0988.401 Sanitation Equipment Materials & Supplies

Thank you.

**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: 05-18-21

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 AUTHORIZED TO ISSUE WARRENTS FOR THEIR PAYMENTS**