

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
NOVEMBER 16, 2021**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES Council Meeting October 19, 2021
4. CORRESPONDENCE, COMMUNICATIONS AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES (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 authorize the Treasurer to transfer \$10,000.00 to fund the "IT Assessment and Strategic Planning Findings and Recommendation Report".
 - Resolution to approve the contract with the Middletown Humane Society for 2022 and authorize the Mayor to sign the attached contract with terms as the same as last year.
 - Resolution to authorize a police escort for the St. Joseph's Procession on the Feast of Our Lady of Guadalupe on Sunday, December 12, 2021 beginning at 12:00 PM and last until 1:00 PM.
 - Resolution to approve the contract Marshall & Sterling, Inc for consultant work related to Workers Compensation for 2022.
 - Resolution to approve and authorizes the Mayor to sign a Stipulation of Settlement with the Town of Wawayanda in regards to hookup fees of the delivery of water and sewer service to users in the Town of Wawayanda.
 - Resolution to authorize the Treasurer to transfer \$6,500.00 within the Middletown Fire Department 2021 budget due to overage in heating costs.
 - Resolution to hereby approve and adopt the 2022 annual budget.
 - Resolution to accept the 3rd period award of \$4,586.00 from the County of Orange for the STOP-DWI enforcement period of November 6, 2021 through January 1, 2022.
 - Resolution to close streets for the Annual Tree Lighting Ceremony to be held on Friday, November 26, 2021.



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
NOVEMBER 16, 2021**

- Resolution to authorize the Mayor to sign an agreement with Mobil Life Support Services for the expressed purpose of supplying emergency ambulance services for the City of Middletown for one year.
- Resolution to transfer \$45,500.00 within the 2021 budget for an Emergency Replacement to the Boiler at the Parks and Recreation Building as the current boiler is beyond repair.
- Resolution to authorize the Treasurer to transfer a total of \$2,500.00 within the Community Development 2021 budget.
- Resolution to approve the purchase of two properties in the Town of Wallkill from the County auction.
- Resolution to authorize the Treasurer to transfer \$3,500.00 within the Economic Development 2021 budget.
- Resolution to approve the attached amendment easement extension and authorize the Mayor to sign the easement extension agreement between the City and Amy's Kitchen Manufacturing Facility to connect to the City sewer and water systems with a new extended date of December 31, 2023.
- Resolution to authorize the Treasurer to transfer \$27,000.00 within the 2021 budget for a portion of the purchase of 2 all-terrain Litter Vacuums.
- Resolution to authorize the Treasurer to transfer \$155,000.00 within the Economic & Community Development Department pending the CDBG amendment approval by HUD for a portion of the purchase of 2 all-terrain Litter Vacuums.
- Resolution to accept a donation from the Downtown Middletown Business Improvement District in the amount of \$25,000.00 for the purchase of an electric all terrain litter vacuum/compact urban cleaning vehicle for Downtown Middletown Business Improvement District.
- Resolution to approve the purchase of 47 Sproat Street from the bulk lien provider to ensure the City's interest in this property.

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
October 19, 2021
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

Miguel Rodrigues, President of Common Council
Ald. Tom Burr
Ald. Gerald Kleiner
Ald. Paul Johnson
Ald. Kate Ramkissoo
Ald. Sparrow Tobin
Ald. Jude Jean-Francois
Ald. Andrew Green

A B S E N T

Ald. Joseph Masi

Digitally Recorded Proceeding, transcribed by:
Lisa Kane

AMERICAN LEGAL TRANSCRIPTION
11 Market Street, Suite 215
Poughkeepsie, NY 12601
Tel: (845) 452-3090 - FAX (845) 452-6099
amlegaltrans@aol.com

INDEX

	<u>PAGE</u>
Shannon, RBT	3, 5
Donna, RBT	3
Ald. Kleiner	7, 22
Ald. Johnson	7, 19, 21
Juan Ayalo	8
Joel Sierra, County Legislator	10
Mari Bruni, Economic Development	11, 14
John Naumchik, City Clerk	12
Ald. Tobin	21
Ald. Green	21
Ald. Ramkissoo	22
Ald. Jean-Francois	24

1 1. Pledge of Allegiance

2 **PRESIDENT RODRIGUES:** Roll.

3 2. Roll Call

4 Roll Call: Ramkissoo, Tobin, Kleiner,
5 Johnson, Jean-Francois, Burr, Green, President Rodrigues.

6 3. Approval of Minutes.

7 **PRESIDENT RODRIGUES:** Approval of minutes.

8 **COUNCIL CLERK:** Tonight we have the Council
9 meeting minutes from the September 21st, 2021.

10 **ALD. TOBIN:** So moved.

11 **PRESIDENT RODRIGUES:** Motion sponsored by
12 Alderman Tobin, seconded by Alderman Green. All in
13 favor?

14 **COUNCIL MEMBERS:** Aye.

15 4. Correspondence, Communications and Reports

16 (Nothing this evening.)

17 5. For the Good of the City

18 **PRESIDENT RODRIGUES:** For the Good of the City.
19 We have a presentation by RBT.

20 **SHANNON:** Good evening, everybody. In the
21 mindset of keeping everything brief, we're just going to
22 go over some -- some quick points from the financial
23 statement audit for 2020.

24 The City did receive a clean opinion which is
25 what the ultimate goal is. So good job there for

1 everybody.

2 On page 2 of the packet, we kind of give you a
3 brief summary of what the financial statements contain.
4 So, there's government-wide and there's governmental fund
5 level. So the governmental fund level of the financial
6 statements are what are actually recorded on the books of
7 the City. And then the government wide is representation
8 of liabilities that the City could incur which are based
9 on valuations such as your pension, OPEB, LOCEP
10 (phonetic), things like that. So, they want the readers
11 to know about that information, but it's not actually
12 recorded on the books of the City.

13 So, Donna is going to give you a brief little
14 synopsis about those statements.

15 **DONNA:** So, I'm just going to talk about the
16 government-wide statements first which contain
17 everything, liabilities until the end of time really.
18 So, your assets totally increased. And a lot of that was
19 due to capital projects that the City is doing. And your
20 liabilities increased due to some debt. And long-term
21 liabilities increased due to the OPEB and the pension
22 actuarial calculations. So, nothing you guys can
23 control.

24 Page 4, the change in net position for the
25 year. On government-wide, your revenues actually were

1 fairly consistent, but your -- and your expenses just
2 increased. Again, those were due to increased benefit
3 costs for the actuarial calculations.

4 Page 5, your government funds, these are the
5 funds that you're used to looking at. A lot of -- the
6 revenue increase or the, excuse me, assets increased over
7 13 million and your liabilities also increased. Most of
8 that change was in the Capital Projects Fund because you
9 have new cash and new borrowing, so you have new debt.

10 Page 6, these are the funds again, the revenues
11 and expenses for the year. Revenues decreased mainly
12 because of COVID restrictions. And we just want to point
13 out that the City was awarded and spent federal funds of
14 \$2.8 million this year. That was all reported in the
15 single audit that we do to the federal government. And
16 the capital projects expended about 14 million which was
17 a 4 million-dollar increase. That, again, has to do with
18 capital projects.

19 I'm going to give it back to you, Shannon.

20 **SHANNON:** Okay. So, on page 7, there's just
21 some other quick highlights. So, GASBI issued a new
22 statement which the City did adopt for 2020. That's
23 GASBI 84. Essentially, your Trust and Agency Fund no
24 longer exist. Now it's called the custodial fund. They
25 changed the requirements for it to be held in that fund.

1 So, the City ended up moving \$68,000 from trust and
2 agency over to the general fund. It's just where the --
3 where the transactions are to be recorded from this point
4 forward.

5 There will be a new standard, GASBI 87 for
6 fiscal year end '22 for leases. This is across the
7 board. This isn't just affecting governments.
8 Essentially, what it boils down to is you'll have a new
9 asset and a new liability. Why they did that, I just --
10 nobody seems to understand it, but they did it. So, in
11 '22 you'll see some new -- some new line items on the
12 financial statements.

13 Just as subsequent event, in 2000 -- in August
14 of 2021, the City did convert some bands, short-term debt
15 to bonds, so that will save the City on their annual cost
16 to repay these obligations, so.

17 And then the other big highlight is the ARPA
18 Funds. So the City received \$11.3 million. And the
19 first half was received in July, the second half is
20 scheduled in '22. And the City is currently working on
21 what they intend to do with those funds.

22 On page 8 and page 9, these are just required
23 communications that we have to do to the Council. I just
24 like to point out that all the audit adjustments that
25 were proposed based on the audit were given to the City

1 and accepted and posted in the books.

2 And then, finally, we did not find any material
3 weaknesses based on our audit. So, overall, good job for
4 the City.

5 And that concludes our brief presentation.

6 **PRESIDENT RODRIGUES:** Any Counsel Member have
7 any questions?

8 **ALD. JOHNSON:** I just have one question. Thank
9 you.

10 **SHANNON:** Sure.

11 **ALD. JOHNSON:** So, obviously, we have a lot of
12 DRI money. Is that always reflected in capital projects
13 or is it reflected in state aid or how -- how is that
14 money reflected in a document like this?

15 **DONNA:** That money comes in not as state aid.
16 It's actually miscellaneous aid that comes in,
17 miscellaneous revenue in the capital project.

18 **ALD. JOHNSON:** Thank you.

19 **DONNA:** You're welcome.

20 **PRESIDENT RODRIGUES:** Alderman Kleiner.

21 **ALD. KLEINER:** Yes, thank you. I just want to
22 mention you point out a few deficiencies, suggestion for
23 improvements. And they're the same as last year's. None
24 of them are material weaknesses, so they don't rise to
25 that. They're just some procedural suggestions. And I'm

1 glad to see in the report that the -- our treasurer and
2 other people have reached out to you and you're going to
3 be working with them to try and improve that. So, thank
4 you.

5 **DONNA:** Yes, thank you.

6 **PRESIDENT RODRIGUES:** Anyone else?

7 All right. Thank you.

8 **SHANNON:** Thanks.

9 **PRESIDENT RODRIGUES:** John, going back, do we
10 have any communications?

11 **COUNCIL CLERK:** Not -- nothing this evening.

12 **PRESIDENT RODRIGUES:** For the Good of the City,
13 anybody else would like to address the Council please
14 step forward.

15 **JUAN AYALO:** Well, actually I was hoping the
16 Mayor would be here.

17 Anyway, hello, my name is Juan Ayalo. And I'm
18 a long-time City resident living in Ward -- in the 4th
19 Ward.

20 I'm here to correct the Mayor's incorrect
21 assumptions about the Libertarians that attended the
22 meeting on June 15 and our supposed role in collecting
23 signatures to oppose Local Law Number 1 which bans
24 cannabis and dispensaries and cafes within the city
25 limits.

1 The first thing I need to address is the
2 characterization by the Mayor that Daniel -- that Daniel
3 Donnelly and Pietro Geraci were outsiders and should have
4 no say in the public meetings. First, Daniel is a
5 judicial representative of District 9 of the Libertarian
6 Party which covers Orange County. While Pietro lives in
7 Newburgh, not Long Island, and is the Chairperson of the
8 Orange County Libertarian Party, they were here to
9 represent the Libertarians and the freedoms supporting
10 residents of Middletown.

11 Secondly, I rewatched the June 15 meeting on
12 Channel 20. And not once did Daniel, Pietro or myself
13 beat our chest and say that we were going to the public
14 to get the necessary signatures to get on -- on this
15 year's ballot.

16 We were focused on getting the Council to do
17 the right thing. The actual -- the actual idea of
18 putting this issue on the ballot was floated by Alderman
19 Kleiner who recommend that Council vote on the law in the
20 next meeting otherwise the public wouldn't have a fair
21 chance to organize and collect their required signatures
22 by August 1st. In fact, he was right. The Council
23 ignored his advice and waited until July '20 to opt out
24 which will only give us 10 days to collect about a
25 thousand signatures.

1 That's not a practical fight for us right now
2 as we're focused on the 2021 election. But I want to
3 personally promise that I and Orange County Libertarian
4 Party will start a process to collect those signatures
5 for 2022.

6 Since I only have three minutes, I won't waste
7 the time dismantling every talking point brought up by
8 the Mayor in these past meetings. However, I do
9 challenge the Mayor to have a serious debate with myself
10 or, better yet, a qualified expert like Colleen Huge
11 (phonetic), a top cannabis expert who was at attendance
12 of that June 15 meeting and gave the best three-minute
13 speech of that -- of that night. Thank you.

14 **PRESIDENT RODRIGUES:** Thank you. Anyone else?

15 **JOEL SIERRA:** Good evening. Thank you, Council
16 Members. Joel Sierra, Orange County Legislator, District
17 20 for the City of Middletown.

18 The Legislature is working on their 2022 county
19 budget. The county exec presented it to the legislature.
20 It's just over \$827 million, so the next few weeks we'll
21 be balancing out the budget. There is no tax increase as
22 of now. We don't foresee any. Sales tax numbers are
23 projected to look well. Hopefully, the holiday season
24 will be well and the turnout numbers will be expectedly
25 high.

1 Other than that, early voting starts Saturday.
2 You guys have a early poling location here in the City of
3 Middletown as you're all aware. It's at 70 West Main
4 Street for the public. And all of the times are set on
5 the City and County websites.

6 Other than that, if that's all you have, thank
7 you for having me. And good luck in this year's
8 election. Thank you.

9 **PRESIDENT RODRIGUES:** Thank you. Anyone else.
10 6. Remarks of the Mayor.

11 (Nothing this evening.)

12 7. Remarks of Department Heads

13 **PRESIDENT RODRIGUES:** All right. Moving onto
14 the Department Heads. Economic Development.

15 **MARI BRUNI, ECONOMIC DEVELOPMENT:** Nothing this
16 evening unless anybody has --

17 **PRESIDENT RODRIGUES:** Any questions for Maria?
18 Thank you, Maria.

19 **PRESIDENT RODRIGUES:** Fire Chief.

20 **NICK BARBER, FIRE CHIEF:** Nothing this evening.

21 **PRESIDENT RODRIGUES:** Any questions for the
22 Fire Chief.

23 City Treasurer.

24 **KELLY ANN KELLY, CITY TREASURER:** Hi.

25 **PRESIDENT RODRIGUES:** Don't listen to him.

1 **KELLY ANN KELLY, CITY TREASURER:** Hi. I just
2 wanted to thank RBT for coming. I handled the tail end
3 of the audit with them, but they were very professional.
4 And we are aware, Alderman Kleiner, of the suggestions
5 they gave. And the Department is already working on
6 trying to get those corrected.

7 And that's all I have.

8 **PRESIDENT RODRIGUES:** Awesome. Any questions
9 for Kelly? Thank you, Kelly.

10 **KELLY ANN KELLY, CITY TREASURER:** Okay.

11 **PRESIDENT RODRIGUES:** Police Chief.

12 **JOHN EWANCIW, POLICE CHIEF:** Nothing this
13 evening either.

14 **PRESIDENT RODRIGUES:** Wow. Any questions for
15 the Police Chief?

16 All right. City Clerk.

17 **JOHN NAUMCHIK, CITY CLERK:** Nothing this
18 evening.

19 **PRESIDENT RODRIGUES:** All right. There we go.
20 8. Public Hearings and Grievances.

21 **PRESIDENT RODRIGUES:** Public Hearings and
22 Grievances.

23 **JOHN NAUMCHIK, CITY CLERK:** Yes. Tonight we
24 have a public hearing for an application for New York
25 State CDBG-CV CARES Funds for the O&W Building

1 Restoration Project. I'll read the public hearing
2 notice.

3 City of Middletown, having notice of public
4 hearing, the City of Middletown will hold a public
5 hearing on October 19th 8 p.m. in the Common Council
6 Chambers of City Hall, 16 James Street, Second Floor,
7 Middletown, New York for the purpose of hearing public
8 comments on the City Middletown's community development
9 needs and to discuss the possible submission of a
10 community development block grant application for the
11 2020 program year. The CDBG Program was administered by
12 the New York State Office of Community Renewal, OCR. And
13 will make available to eligible local governments
14 approximately \$60 million for the 2020 program year for
15 housing, economic development, public facilities, public
16 infrastructure, and planning activities with the
17 principle purpose of benefitting low/moderate income
18 persons.

19 The hearing will provide further information
20 about the CDBG Program and would allow for citizen
21 participation in the development of the proposed grant
22 application.

23 Comments on the CDBG Program or proposed
24 projects will be received at this time. The hearing is
25 being conducted pursuant to Section 570.486, subpart 1,

1 on the CFR and in compliance with the requirements of the
2 Housing and Community Development Act of 1974 as amended.

3 The Common Council chambers are accessible to
4 persons with disabilities if special accommodations are
5 needed for persons with disabilities. Those will -- the
6 hearing impairments of those in need of translation from
7 English, those individuals should contact the Office of
8 Community Development at least one week in advance of the
9 hearing date to allow for necessary arrangements.

10 Written comments can also be submitted to Maria
11 Bruni at Middletown-NY.com until October 19th, 2021 at
12 4:00 p.m.

13 For additional information, please contact OECD
14 at 845-346-4170. Joseph DeStefano, Mayor, Maria Bruni,
15 Director of OECD. The City of Middletown is an equal
16 opportunity employer.

17 This was also posted on the website of the City
18 of Middletown and also in the *Times Herald* record.

19 **PRESIDENT RODRIGUES:** Okay. At this time the
20 public hearing is now open.

21 **MS. BRUNI, ECONOMIC DEVELOPMENT:** Good evening.
22 Maria Bruni, Economic Development.

23 I'm here to speak about the application. The
24 Mayor has been working closely with Council President
25 Rodrigues, Council Members, state officials, and ABCD to

1 apply for funds to rescue the O&W.

2 The City through the Office of Economic and
3 Community Development has prepared an application to be
4 submitted to New York State Homes and Community Renewal.
5 The application has been posted on the Office of Economic
6 and Community Development webpage for review and public
7 comments.

8 The City is requesting funds through New York
9 States Homes and Community Renewals CDBG Cares Program to
10 rehabilitate and restore the New York Ontario and Western
11 Middletown Train Station known as O&W. It's located at
12 the intersection of Low and Wickham Avenue in Middletown.
13 Funds will be used for, both, exterior and interior
14 renovations along with the cost associated with ABDC's
15 buildout. We are requesting \$4.1 million in this
16 application to fund these associated costs.

17 The project will address several needs in the
18 City of Middletown specifically access to childcare,
19 affordable housing, and neighborhood blight. We are
20 currently working with Agri Business Child Development,
21 ABCD, to move the programs from their current location to
22 the O&W building. ABCD has expressed interest in
23 utilizing the first floor for their education programs
24 and some of the second floor for office space. An
25 outdoor play space will also be created for the children.

1 Currently, ABCD at Middletown has two Headstart
2 Programs. The Region 2 Early Headstart Grant serves 40
3 center based children ages birth to 3 years old; 12
4 prenatal moms; and 8 home-based children birth to 3 as
5 well.

6 The second program is funded with migrant and
7 seasonal HeadStart funds and serves 45 children ages 3 to
8 5 whose parents work in agriculture and -- or
9 agricultural related businesses.

10 Before the COVID-19 pandemic, ABCD was able to
11 provide transportation for its HeadStart Programs.
12 Unfortunately, lack of funding became an issue as
13 exponentially increasingly cost such as transportation
14 placed ABCD in an unattainable fiscal position. In
15 response to these fiscal challenges and compounded by
16 COVID-19-related social distancing program -- protocols
17 and New York State Office of Children and Family Service
18 mandates requiring a greater number of bus aides needed
19 per bus, it made it fiscally impossible to continue
20 providing transportation to services for ABCD families.

21 The majority of families they serve identify as
22 Hispanic and are mainly Spanish-speaking household. Many
23 of these families do not have access to vehicle.
24 However, the O&W building is within walking distance for
25 60 percent of the families ABCD serves.

1 The size of the building, walking distance for
2 the families they serve, and the ability to retrofit the
3 interior for their needs is attractive to ABCD. While we
4 hope that COVID-19 is not around forever, ABCD will be
5 able to safely run their programs while maintaining state
6 health guidelines and will even be able to expand upon
7 current programs.

8 The use of the building and the community it
9 serves makes the O&W station an ideal project for this
10 neighborhood. The need for more affordable childcare has
11 been great even before COVID-19 pandemic, especially for
12 the population served by ABCD.

13 This project won't increase the accessibility
14 of ABCD Programs and allow for expansion of their
15 programs.

16 The third floor of the building will be
17 utilized the City's On Track to Home Ownership Program
18 which will create eight units of affordable rental
19 housing. The need for affordable rental units and the
20 pathway to home ownership is great in the City of
21 Middletown. The On Track Program will offer affordable
22 rentals that will allow residents to start saving money
23 while going through a homebuyer education course allowing
24 them to eventually buy a house in Middletown through the
25 City's homebuyer program.

1 The remainder of the second floor space not
2 allotted to ABC will be used as community meeting
3 resource spaces. Community rooms will be available for
4 non-profits and other community groups to hold meetings,
5 events, and other programs geared toward the community
6 such as job training and workshops.

7 While the City has received some funding for
8 this project from other sources, the ever-increasing cost
9 of construction labor and material make CDBG-CV funds
10 necessary for the rehabilitation of, both, the exterior
11 and interior of the building.

12 The project will save a listed historic
13 structure while providing necessary services that will be
14 accessible to local community.

15 Again, this public hearing is for us to be able
16 to apply for \$4.1 million through New York State Homes
17 and Community Renewals Project Program, the CDBG-Cares
18 Program to rehabilitate and the funds to be used for
19 ABCD's buildout in the O&W. Thank you.

20 **PRESIDENT RODRIGUES:** Thank you. Nice job.

21 Any member from the public have any questions
22 or comments?

23 Any Council members have any comments?
24 Alderman Kleiner.

25 **ALD. KLEINER:** Thank you, Maria and Mayor and
 AMERICAN LEGAL TRANSCRIPTION (845) 452-3090

1 everyone involved for your vision on this. It's been so
2 important to Middletown for so long to -- to get a
3 project moving that involved the O&W. And this is --
4 this is a great one. So I just wish you all the success
5 in the world in moving forward. Thank you.

6 **PRESIDENT RODRIGUES:** Anyone else? Alderman
7 Johnson.

8 **ALD. JOHNSON:** Just a quick question to Maria.
9 So, as far as the Headstart populations, where exactly
10 are they housed now? Are they all in one place or are
11 they spread throughout the county?

12 **MS. BRUNI, ECONOMIC DEVELOPMENT:** Well, they're
13 housed in the Academy Avenue building.

14 **ALD. JOHNSON:** The whole program is there?

15 **MS. BRUNI, ECONOMIC DEVELOPMENT:** Those two
16 program, yeah. And that program wants to move to the
17 O&W.

18 **ALD. JOHNSON:** So when you talk about
19 agricultural workers, they meet at that building and then
20 transported to Pine Island or wherever they have to go or
21 how does that work?

22 **MS. BRUNI, ECONOMIC DEVELOPMENT:** Their
23 children -- they bring their children there for daycare.

24 **ALD. JOHNSON:** And then does the program
25 provide transportation for them to get where they have to

1 go to work or not necessarily?

2 MS. BRUNI, ECONOMIC DEVELOPMENT: I'm not 100
3 percent sure on that.

4 ALD. JOHNSON: Okay.

5 MS. BRUNI, ECONOMIC DEVELOPMENT: And that the
6 transportation had to do with busing the kids to the
7 program.

8 ALD. JOHNSON: I see. Great. Thank you.

9 PRESIDENT RODRIGUES: Anyone else?
10 Eileen, do we have anybody on line?

11 EILEEN: Not at this time.

12 PRESIDENT RODRIGUES: Okay. All right. Motion
13 to close the public hearing.

14 ADL. JOHNSON: Moved.

15 PRESIDENT RODRIGUES: Johnson, seconded by
16 Alderman Green. All in favor to close?

17 COUNCIL MEMBERS: Aye.

18 PRESIDENT RODRIGUES: The public hearing is
19 closed.

20 9. Petitions and Complaints

21 (Nothing this evening.)

22 10. Remarks of the Alderman.

23 PRESIDENT RODRIGUES: Okay. Remarks of
24 Alderman. Alderman Tobin.

25 ALD. TOBIN: I'd like to congratulate the
AMERICAN LEGAL TRANSCRIPTION (845) 452-3090

1 County Department for the clean audit. We have squeaky
2 clean books. That's good to see. That happens year
3 after year.

4 The ABCD I think is a win win. I think as
5 advocates and representatives are always looking for this
6 win win and this is definitely one. It's good for ABCD.
7 It's good for O&W. It's good for the City. And so
8 that's all I have to say.

9 **PRESIDENT RODRIGUES:** Alderman Green.

10 **ALD. GREEN:** Thank you very much. Yeah, thank
11 you RBT as always for coming, giving us the layman's
12 terms version of the audit or, you know, in a nice short
13 brief overview. We appreciate it. And congratulations
14 to everyone involved. It's always nice to hear that we
15 have a cooperative and clean audit and staff here. So
16 thank you very much for that.

17 Don't forget early voting does start. I know
18 Legislator Sierra touched on that. But, also, don't
19 forget there are propositions on the back of the ballot.
20 So I believe there are six on there. So, just don't
21 forget to turn over the ballot. And thank you very much.

22 **PRESIDENT RODRIGUES:** Alderman Johnson.

23 **ALD. JOHNSON:** I agree with my colleagues.
24 Thank you very much.

25 **PRESIDENT RODRIGUES:** Alderman Ramkisson.

1 **ALD. RAMKISSOON:** I'm just having a quick
2 reminder for the 3rd Ward meeting which will take place a
3 week from tonight on Tuesday. We are holding it, weather
4 permitting, at the Maple Hill Pavilion. We've enjoyed
5 the growth of the meeting. We were at, like, 20 people
6 last month. So it's exciting. It's nice to see more and
7 more neighbors come out. We get together. It's always a
8 good time in Ward Three. So we hope everyone will come
9 out. Our meeting will start at 6:00 p.m. this month in
10 lieu of lighting and temperatures. That's all.

11 **PRESIDENT RODRIGUES:** Alderman Kleiner.

12 **ALD. KLEINER:** Thank you. We had a Parks and
13 Rec Commission meeting last Wednesday. It was Raelynn's
14 first meeting and she did an excellent job. So, we're --
15 we're in good hands moving right along.

16 We had some issues at our constituents meeting.
17 And we're going to wait until the Mayor and the
18 Commissioner are back before I get into those.

19 And the warming station, there are more
20 training sessions. If you're inclined to volunteer, it's
21 going to be warm the next couple of days, but it's going
22 to be cold soon. So, Thursday, October 21st at 7 p.m.
23 That's at 8 to 10 Mulberry Street they'll be a training
24 and Tuesday, October 26th, there's another training
25 session. So if you're inclined at all to help, they're

1 two hour periods, overnight periods and such that any
2 volunteers much appreciated.

3 And voting because early voting starts on
4 Saturday, I wanted to hit on that too. All our early
5 voting is the senior center at 70 West Main Street.

6 And then on the website for the regular voting
7 and we'll have our meeting on November 1st. We moved it
8 to Monday because voting is on Tuesday, November 2nd. On
9 the website, if you want to plan ahead, there is a link
10 that shows you depending on which Ward you live in and
11 which District in that ward, you can find exactly where
12 you vote. It is a lot of different places. So, you
13 know, be informed, so you don't have to go one place and
14 then go to another.

15 And, lastly, I do want to thank all the folks
16 who make our elections possible. All the poll workers,
17 all the professional people, everyone who makes voting
18 which is so important to our democracy. It makes it
19 possible. And just because you have a pathological
20 narcissist who could never accept defeat even -- even if
21 he lost 1,000 to 1 doesn't mean that there was any issue
22 with the election. And going forward, we really do
23 appreciate the people who help us conduct the election.
24 There's nothing more important to a democratic system of
25 government which we hope we will continue to have. Thank

1 you.

2 **PRESIDENT RODRIGUES:** Alderman Jean-Francois.

3 **ALD. JEAN-FRANCOIS:** Yes. Good evening. It's
4 great to see our first responders sitting in the front
5 row, police chief and the fire chief. I want to thank
6 you guys for what you do keeping our community safe.

7 And, also, County Legislator Joe Sierra, I like
8 when you attend our meetings. You always have some good
9 news for us. And I want to wish you luck on your
10 reelection this year. I think you're going to do just
11 fine. Thank you.

12 **PRESIDENT RODRIGUES:** Alderman Burr.

13 **ALD. BURR:** Nothing this evening.

14 CERTIFICATE

15 I, LISA KANE, certify the foregoing transcript of proceedings
16 prior to New Business of the October 19, 2021 Middletown City
17 Council meeting was prepared using the required electronic
18 equipment and is a true and accurate record of the
19 proceedings.

20

21 Signature: *Lisa Kane*

22 Date: November 8, 2021

23 Agency: American Legal Transcription

24 11 Market Street, Suite 215

25 Poughkeepsie, New York 12601

AMERICAN LEGAL TRANSCRIPTION (845) 452-3090

12. New Business.

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

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald. Green

Date of Adoption 10-19-21

Index No: 209-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

WHEREAS, the Common Council wishes to allow limited residential usage of the first floor of a commercial, mixed-use building in the DMU Downtown Mixed Use zoning district.

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

Section 1 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by replacing Paragraph (2) of Subsection C of Section 475-21.1, DMU Downtown Mixed Use District, to read as follows:

(2) The first floor (street level) of any building located in the DMU zone must be a commercial use as allowed in this § 475-21.1 (as the same may be amended from time to time). Residential uses of the first floor of any building or structure located in the DMU district are prohibited, unless waived by the Planning Board in its sole discretion, subject to the following conditions and restrictions:

(a) A waiver can only be granted if the size of the footprint of the building is 35,000 square feet or more; this minimum size requirement cannot be achieved by adding more physical space to a building; and

(b) A waiver can only be granted if all one-bedroom dwelling units in the building each consist of at least 750 square feet; and

(c) A waiver can only be granted if all two-bedroom dwelling units in the building each consist of at least 850 square feet; and

(d) The Planning Board can only grant a partial first floor waiver; the waiver cannot create an entirely residential first floor; and

(e) Subparagraphs (a) and (d), above, shall not apply to waiver requests for the conversion of an existing building which does not have street frontage because there is a structure between the subject building and the street, provided, however, that such a waiver must comply with the conditions set forth in Subparagraphs (b) and (c), above.

Section 2 - This ordinance shall take effect immediately.

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

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Kleiner

Date of Adoption 10-19-21

Index No: 210-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

Whereas; the City of Middletown wishes to request the County of Orange to exempt the City of Middletown from certain real estate taxes on lands solely devoted to public use as a part of the City of Middletown water shed and related equipment thereon for fiscal year 2023.

Now therefore be it resolved, that the Common Council of the City of Middletown, NY does hereby request the County of Orange, NY, to exempt properties of the City of Middletown, NY from certain County real estate taxes on lands solely devoted to public use as part of the City of Middletown water shed and related equipment thereon and located within the Towns of Mount Hope and Wallkill for fiscal year 2023, respectively, as follows:

TOWN OF MOUNT HOPE

12-1-23
14-1-44.1
14-1-76
14-1-95
14-1-127
17-1-19

TOWN OF WALLKILL

999-1-21
999-1-22
999-1-23
999-1-24
999-1-25
999-1-26
999-1-27
999-1-28
999-1-29
999-1-19
999-1-20
48-1-5.1
64-1-4.1
48-1-5.2
48-1-6.1
64-1-2
69-1-15
999-1-20.1
49-1-32

49-1-62.2

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

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Tobin

Date of Adoption 10-19-21

Index No: 211-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the vehicles listed below be declared surplus and authorize the Commissioner of Public Works to dispose of them in the most advantageous way to the City, based on his opinion which is final, most likely through Auctions International.

1. 1988 John Deere 510 C Backhoe which has 7,266 hours
2. 2000 Bobcat (#514444690) which has 2,048 hours
3. 2006 Ford Van (VIN#1FTRE14W66HA94733) with a mileage of 76,359
4. 2007 F350 (VIN#1FDW37R88EA18285) with a mileage of 92,274
5. 2009 F350 (VIN#1FDWF31509EA17865) with a mileage of 95,952
6. 1996 John Deere Loader (VIN# DW644GB558857) which has 9,000 hours

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

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Kleiner

Date of Adoption 10-19-21

Index No: 212-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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 The City's application for grant funds through New York State Homes and Community Renewal CDBG-CARES funding. The City is requesting \$4.1 million for the O&W Project.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Green

Date of Adoption 10-19-21

Index No: 213-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve salary increase for the new incoming Superintendent of Recreation and Assistant Superintendent of Recreation starting on the day the former Superintendent of Recreation comes off the payroll through 2022 in the following manner:

Superintendent of Recreation, Raelynn Bertholf - \$75,958

Assistant Superintendent of Recreation, Nicole Psarakis - \$63,500

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

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Ramkissoo

Date of Adoption 10-19-21

Index No: 214-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoo	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi				X
Pres. Rodrigues	X			
TOTAL	8			1

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

WHEREAS, Resolution No. 208-20 adopted by the City of Middletown on November 2, 2020 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering work.

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering 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 preliminary engineering work for the project; and

WHEREAS, the City of Middletown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work for the Project or portions thereof.

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

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

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

RESOLVED, that the sum of **\$11,699,203** (\$12,596,203 minus previous \$897,000) is hereby appropriated from the General Fund and/or BAN as deemed appropriate by the Mayor and made available to cover the cost of participation in the above phases of the Project; and it is further

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

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

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

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

RESOLVED, this Resolution shall take effect immediately.

13. Local Laws

Council Clerk-Nothing this evening.

14. Audit

On motion of Ald. Johnson seconded by Ald. Green

I move that the accounts be audited the claims be adjusted and the Treasurer be authorized to issue warrants for their payment.

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

15. Adjournment

There being no further business meeting adjourned at 8:31 PM

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 232-21

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				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$10,000.00 to fund the "IT Assessment and Strategic Planning Findings and Recommendation Report" to the ARPA budget reducing the Maple Hill Walkway project by the same amount in the following manner:

FROM	AMOUNT	TO
A.4785	\$3,333.34	A.1331.900
ARPA Funds		General Fund. Data Processing
A.4785	\$3,333.33	A.1331.900
ARPA Funds		General Fund. Data Processing
A.4785	\$3,333.33	A.1331.900
ARPA Funds		General Fund. Data Processing

John Naumchik

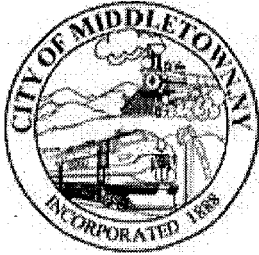
From: Kelly Ann Kelly
Sent: Tuesday, November 2, 2021 11:08 AM
To: John Naumchik
Subject: FW: CherryRoad Bill

John

The ARPA account for your resolution should be A.4785

Kelly A. Kelly

City Treasurer
(845)346-4153 (desk)
(845)344-1101 (fax)
kkelly@middletown-ny.com
Please visit our website @ www.middletown-ny.com



From: Kelly Kelly <kkell0614@aol.com>
Sent: Tuesday, November 2, 2021 10:57 AM
To: Kelly Ann Kelly <KKelly@middletown-ny.com>
Subject: Fwd: CherryRoad Bill

Sent from my iPhone

Begin forwarded message:

From: Donald Paris <dparis@middletown-ny.com>
Date: November 2, 2021 at 10:51:02 AM EDT
To: Kelly Kelly <kkell0614@aol.com>
Cc: Mayor <mayor@middletown-ny.com>, John Naumchik <jnaumchik@middletown-ny.com>, "Jonathan F. Rouis (jrouis@rbtcpas.com)" <jrouis@rbtcpas.com>, "Thomas P. Kennedy" <tkennedy@rbtcpas.com>
Subject: CherryRoad Bill

Kelly,

We have added the recent charge from CherryRoad of \$10,000 for the "IT Assessment and Strategic Planning Findings and Recommendation Report"

to the ARPA budget reducing the Maple Hill Walkway project by the same amount.

Please include this transfer in the next BOE meeting to fund the payment

From	Amount	To	
ARPA Fund	\$10,000.00	A.1331.900	1/3
		F.1331.900	1/3
		G.1331.900	1/3

Thanks,
Don

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 233-21

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				

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to approve the attached contract with the Middletown Humane Society for 2022 and authorize the Mayor to sign the attached one year contract with terms as the same as last year.

142 Bloomingburg Road
Middletown, New York 10940

Tel: 845-361-1861

Fax: 845-361-5881



Open Daily
12 Noon - 4pm

adoptmhs@gmail.com

www.middletownhumanesociety.com

September 17, 2021

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

Dear Mayor:

We are pleased to extend our services to you for 2022.

As you may know, the Humane Society of Middletown has gone to great lengths to increase significantly adoption of animals received from your town/city to permanent, loving families. In addition, we have improved the quality of life for the animals at the Humane Society while they await their new families. We appreciate your support, and hope that the Humane Society will continue to provide your residents with a source of affordable rabies vaccinations. Residents can learn more about Humane Society activities and services, as well as the loving animals that are available for adoption, by going to our website, www.middletownhumanesociety.com.

If the enclosed agreement meets with your approval, kindly sign it and return an executed contract at your earliest convenience to the attention of Martha Gale, Financial Administrator at the above address.

If you have any questions, now or at any time, please do not hesitate to contact us.

Very truly yours,

Marlene K. Freehill
President
Board of Directors

Enclosure

Humane Society of Middletown
142 Bloomingburg Road
Middletown, NY 10940
(845) 361-1861
Fax (845) 361-5881

RECEIVED
OCT 28 2021
City Clerk
City of Middletown

Agreement between the City of Middletown and the Humane Society of Middletown, Inc. for the period beginning January 1, 2022 and ending December 31, 2022.

The Humane Society of Middletown, Inc. agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be put up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, bite case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter or the shelter manager that clearly communicates that the animal may be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or an injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for these animals will be paid directly to the veterinarian by your Town/City.

If the Humane Society assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an additional fee of \$100.00.

The municipality will pay a fee of \$300.00 per dog delivered to the Society.

The municipality will pay a fee of \$75.00 per cat delivered to the Society.

A flat rate of \$100.00 will be charged for each dog delivered DOA.

A flat rate of \$50.00 will be charged for each cat delivered DOA.

The Humane Society will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Humane Society of Middletown, Inc.

By

Board President

Date

Municipality Supervisor

Date

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 234-21

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				

Resolved; that the Common Council of the City of Middletown authorizes a police escort for the St. Joseph's Procession on the Feast of Our Lady of Guadalupe on Sunday, December 12, 2021 beginning at 12:00 PM and last until 1:00 PM.

Route: Leave the Church parking lot a turn left onto Cottage Street, then left onto Wisner, from there turn left onto North Street, left onto East Main Street, left on Robert Street, and then right on Cottage Street and continue on Cottage Street to the Church.

Church of Saint Joseph

149 Cottage Street, Middletown, New York 10940
845-343-6013 ~ FAX: 845-344-4735

October 28, 2021

RECEIVED

NOV 02 2021

City Clerk
City of Middletown

Mayor Joseph DeStefano
City Hall
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano:

Every year St. Joseph's Spanish Community sponsors a Procession on the Feast of Our Lady of Guadalupe. This year it will be held on **Sunday, December 12th** beginning at **12:00pm**. The procession will last until **1:00pm**. We would like to request a police escort for this event.

The route is as follows: We will leave St. Joseph's Church parking lot and turn left onto Cottage Street, then left onto Wisner Avenue. From there turn left onto North Street, left onto East Main Street, left on Robert Street, and then right on Cottage Street. Continue on Cottage Street to the Church.

Thank you for your help with this request.

Sincerely,



Rev. Dennis A. Nikolić
Pastor

RECEIVED

NOV 02 2021

MAYOR'S OFFICE

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 235-21

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				

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to approve the attached contract Marshall & Sterling, Inc for consultant work related to Workers Compensation for a cost of \$42,000.00 and authorize the Mayor to sign the agreement which the terms are the same as last year.

RECEIVED

OCT 26 2021

City Clerk
City of Middletown

PROPOSAL FOR
WORKERS' COMPENSATION ONLY
CITY OF MIDDLETOWN

BY

Marshall & Sterling, Inc.

January 1, 2022

PROPOSAL OVERVIEW

Marshall & Sterling Inc. (MS) is proposing to provide to the City of Middletown (CITY) 'Workers' Compensation (WC) Services" for a one year duration from 01/01/2022-12/31/2022.

COMPANY BACKGROUND

Founded in 1864, MS is one the nation's oldest insurance organizations. In 155 years it has grown to be the 56th largest agency in the United States (31st largest among privately held brokers). The 17 locations throughout New York and the three locations in the U.S. Virgin Islands write approximately \$300 million in premiums that produce almost \$30 million in annual revenue. The company's principal ownership rests with the 350 employees through an Employee Stock Ownership Trust. We provide access to all lines of insurance coverages and products through contractual agreements with essentially all of the major insurance carriers and markets.

SCOPE OF SERVICES

Under the broad categories listed below we propose to offer the following services:

I. IDENTIFICATION

- We will review all aspects of the WC insurance program presently in place. We will obtain and review all policies, evaluating the appropriateness, completeness and compliance of coverage.
- We will assist in monitoring the CITY's new WC claims database, including claims needing special attention.
- We will meet with appropriate CITY staff, insurance company staff, safety personnel, legal advisors and other individuals as deemed necessary in order to gain valuable perspective on the present overall program and to prioritize important issues.

II. RISK ANALYSIS

- We will review the operation of the current program from both a cost benefit standpoint, as well as from an operating and administrative basis. We will be looking for efficiency improvements and costs savings.
- We will present, when requested, a determination of the total cost of WC risk for the CITY in a formal report to establish a basis for planning purposes.
We will, with the assistance of an actuary paid by the CITY, examine WC retention and deductible levels and present our recommendations.

- We will, after understanding the CITY's tolerance for WC risk, review alternative methods of financing WC risk and present appropriate options.

III. RISK ADMINISTRATION

A. General Administration Services

- We will assist with the development of a formal WC Risk Management Policy Statement that will be presented for CITY review and acceptance. This document will establish and state the Risk Management goals of the CITY, set general standards for operating procedures, define responsibilities and outline the requirements for the maintenance of reports and records
- We will undertake to develop procedures to coordinate the flow of information between the CITY and MS.

B. Assistance in Brokerage and Insurance Company Relationships

- Appropriate personnel will be made available within a reasonable time period to meet with the CITY as requested. A senior staff person will be available by phone at any time during regular work hours.

IV. CLAIM SERVICES - NEW WC CLAIMS ONLY

A. MS will monitor data on all new WC claims, including:

- We will review initial new WC claim report from CITY for completeness.
- We will confirm new WC claim report was properly sent to the carrier.
- We will confirm the carrier received the new WC claim report and established a claim.
- We will confirm the carrier's Nurse Advocate made contact with the injured employee.
- We will confirm the Transitional Duty Program form was sent to the injured employee's Medical Provider, as appropriate.
- We will confirm the Medical Provider form has been returned to the CITY to be forwarded to the carrier, as appropriate.
We will confirm additional indemnity for injured employees subject to S. 207a or S. 207c is being correctly handled.
- We will suggest the carrier initiate surveillance or increase surveillance, as appropriate.
- We will review loss history on a quarterly basis to identify frequency and severity patterns regarding new WC claims only.

- We will research and advise the CITY, when requested, on coverage or coverage . issues related to specific new WC claims.

B. On-Line Capabilities

- We will coordinate the use of an on-line Risk Management Information System with your WC carrier. Among the system's capabilities are claims management, litigation management and first report of injury reporting. These are remote access capabilities and we would plan to allow direct access to the proper CITY personnel.
- This system will be utilized to allow us to continually monitor claims for the CITY's Risk Management Program.

FEE PROPOSAL

Marshall & Sterling services for the City of Middletown for one (1) year for the sum of:
\$42,000.00, billed in equal quarterly installments.

This contract is effective January 1, 2022 between Marshall & Sterling, Inc. and the City of Middletown.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Gregory W/Townsend', with a stylized flourish at the end.

Gregory W/Townsend, CPIA
Consultant, Marshall & Sterling, Inc.

Accepted by Honorable Mayer Joseph M. DeStefano
December __, 20 __

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 236-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoo				
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 approves and authorizes the Mayor to sign the attached Stipulation of Settlement with the Town of Wawayanda in regards to hookup fees of the delivery of water and sewer service to users in the Town of Wawayanda.

RECEIVED

NOV 04 2021

City Clerk
City of Middletown

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
CITY OF MIDDLETOWN, NEW YORK,

Plaintiff,

-against-

TOWN OF WAWAYANDA, NEW YORK.

Defendant.
-----X

**STIPULATION OF
SETTLEMENT**

Index # 2017-002094

Assigned Judge:
Hon. Catherine Bartlett

IT IS HEREBY STIPULATED by and between the Plaintiff, City of Middletown ("Middletown" or "City") and the Defendant, the Town of Wawayanda ("Wawayanda" or "Town") that the above captioned action be dismissed with prejudice, without costs, interest or disbursements by any litigant against another, on the following terms:

WHEREAS, the parties entered into a Stipulation, which was fully executed on February 16, 1990 ("1990 Stipulation"), which included provisions governing Middletown's delivery of water and sewer service to users in Wawayanda, and

WHEREAS, Middletown filed this action against Wawayanda, alleging non-compliance with the 1990 Stipulation;

WHEREAS the parties desire to fully and finally settle this action and any and all claims that Middletown has against Wawayanda in connection with the 1990 Stipulation.

NOW THEREFORE, in consideration of the mutual promises contained in this Stipulation of Settlement and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledge, the parties agree as follows:

1. This Stipulation of Settlement shall modify the 1990 Stipulation. If any

provision of this Stipulation of Settlement shall conflict with any provision of the 1990 Stipulation, the provisions of this Stipulation of Settlement shall control.

2. The parties agree that water and sewer hookup fees for Wawayanda properties shall be the same as those which are assessed for in-City properties, unless, however, if a Wawayanda property is connected only to the Middletown sewer system or only to the Middletown water system (as opposed to both the sewer and water systems), the charge assessed to such Wawayanda user shall be one-half of the Middletown charge.

3. The parties acknowledge that the proposed amended Section 193-52 of the Middletown City Code governs the calculation of hookup fees for residential and mixed-use construction and change of usage in the City and the Town.

4. The parties further acknowledge that the proposed amended Section 193-53 of the Middletown City Code governs the calculation for nonresidential construction, change of usage and significantly increased consumption of water and sewer services in the City and the Town.

5. The parties further acknowledge that Sections 193-55 and 193-56 of the City Code govern the timing of the payment of these hookup fees and the use of monies received by the City, except that the hookup fees for any property in the Town must be paid prior to issuance of a certificate of occupancy.

6. The parties agree that Middletown shall utilize the figures and calculations in proposed amended Sections 193-52 and 193-53 to calculate the hookup fees for Wawayanda properties which connected into the Middletown system subsequent to September 17, 2015 and prior to the expiration of the 1990 Stipulation. The parties

acknowledge that this expiration shall occur on February 16, 2030, unless the 1990 Stipulation is extended by the parties. Properties in Wawayanda that connected to the Middletown system prior to September 17, 2015 shall not be charged a hookup fee.

6A. Notwithstanding the calculations provided in the proposed amended Sections 193-52 and 193-53, the City agrees to cap the total hookup fees chargeable to the Town for non-residential properties which connected into the Middletown system prior to the effective date of this Stipulation at a figure equal to Fifty Percent (50%) of the Code calculation.

7. For those properties in Wawayanda that connected to Middletown's system subsequent to September 17, 2015 and prior to the effective date of this Stipulation without paying a hookup fee, the parties agree that the amount of the hookup fees will be amortized by Middletown over the number of years from such effective date until February 16, 2030. The parties agree that any such hookup fees assessed prior to such effective date that remain due and owing on February 16, 2030 may be collected in their entirety from the assessed owner after February 16, 2030.

7A. For those non-residential properties in Wawayanda that connected to Middletown's system subsequent to September 17, 2015 and prior to the effective date of this Stipulation without paying a hookup fee, the parties further agree that the Town's Water District No. 1 and Sewer District No. 1 shall guarantee payment of the amounts due if the property owner fails to pay such amount by February 16, 2030.

7B. The parties agree that the properties subject to Paragraphs 6A, 7 and 7A, above, are limited to:

(i) Matrix Warehouse, SBL 4-1-83.6 (connected to water system only).

The Code calculation amounts to \$3,345.00, and 50% of that amount is \$1,672.50;

(ii) Middletown Real Estate/Wash Co., SBL 4-1-35.2. The Code

calculation amounts to \$144,190.00, and 50% of that amount is \$72,095.00;

(iii) Prestige Lexus Dealer, SBL 5-6-3.2. The Code calculation amounts to

\$3,288.00, and 50% of that amount is \$1,644.00.

8. For those properties in Wawayanda that connect to Middletown's water or sewer services after the effective date of this Stipulation but prior to February 16, 2030, the parties agree that the hookup fee will be paid in accordance with Section 193.55 of the City Code. Wawayanda agrees to provide written notification to the Middletown DPW Commissioner of any new construction or change of use that requires a hookup fee pursuant to Section 193.55. Wawayanda shall not allow receipt of City water/sewer services until payment in full of such hookup fee.

9. The parties agree to take any and all other reasonable additional steps as may be necessary to implement the provisions of Paragraphs 6, 6A, 7A, 7B, 7C, and 8, above.

10. Notwithstanding any references in the City Code that the Common Council has discretion to charge a higher hookup fee than the fee amount based on the figures and calculations in proposed amended Sections 193-52 and 193-53 of the City Code, such higher fee shall not be charged to Wawayanda properties. The hookup fee charged to buildings in Wawayanda shall not be increased unless the hookup fee charged to buildings in Middletown are increased proportionately.

11. The parties agree to negotiate in good faith prior to the above expiration date a successor agreement to the 1990 Stipulation so that Middletown's provision of water and sewer services to Wawayanda users will continue unabated at a fair and reasonable assessment to offset Middletown's water and sewer capital debt. However, if the parties are unable to agree on an extension or successor agreement, all Wawayanda users connected prior to February 16, 2030 shall have the right to continue receiving City water/sewer services at the same rates charged or to be charged to City users.

12. The terms of this Stipulation are conditioned upon Wawayanda's ability to establish and implement a lawful process to charge Town Sewer District and Water District properties an amount necessary to pay the City's hookup fees, such process to include those properties already connected to a water/sewer district supplied by the Middletown system. Wawayanda agrees to use reasonable efforts to expeditiously establish and implement such lawful process. The parties agree that if such lawful process cannot be implemented, this action shall be restored to the Court's calendar without prejudice. Notwithstanding the provisions of this Paragraph, the parties agree that Middletown is not obligated to provide water and sewer services to newly constructed residential, mixed-use, or nonresidential buildings in Wawayanda until a hookup fee is paid in accordance with Paragraphs 3 and 4, above.

13. Mutual Release: In consideration of the promises and covenants set forth in this Stipulation of Settlement, each party hereby irrevocably and unconditionally releases and discharges the other party from any and all charges, complaints, claims, and demands whatsoever of any kind, whether in law or in equity, in connection only with the

provisions or implementation of the 1990 Stipulation, which either party now has or may ever have had against the other party at any time up to the date each party signs this Stipulation of Settlement.

14. Adequacy of Consideration: The parties acknowledge that the consideration exchanged herein is fair and reasonable and an adequate basis for entering into this Stipulation of Settlement.

15. Non-Admission of Liability: Neither the negotiation, undertaking or signing of this Stipulation of Settlement constitutes, operates, or should be construed as an acknowledgment or admission that either party hereto or any person acting on either party's behalf has engaged in any wrongdoing or violated or failed to comply with any constitution, statute, regulation, or principle of common law.

16. Choice of Law and Venue: This Stipulation of Settlement shall be governed by and construed in accordance with the laws of the State of New York. Any action to enforce the terms hereof shall be brought in the Supreme Court of the State of New York for the County of Orange. In the event that either party believes that there has been a breach in the implementation of this Stipulation of Settlement, the non-breaching party agrees to provide written notice of such breach and to allow at least thirty (30) days to cure such breach before taking action to enforce this Stipulation of Settlement. Both parties agree to cooperate in good faith to try and cure any potential breach before taking such action to enforce this Stipulation of Settlement.

17. Savings Clause: Should any provision of this Stipulation of Settlement be declared unenforceable by a court or other tribunal of competent jurisdiction, it shall not

affect the enforceability of any other provision contained herein.

18. Non-Waiver: The parties agree that a failure by any party at any time to require performance of any provision of this Stipulation of Settlement shall not waive, affect, diminish, obviate, or void in any way that party's full right or ability to require performance of the same, or any provisions of this Stipulation, at any time thereafter.

19. Entire Agreement: The parties acknowledge that the terms and conditions set forth herein constitute the entire agreement between the parties and that there are no matters agreed to amongst them which are not specifically set forth herein.

20. Modification of Agreement: This Stipulation of Settlement may not be modified except by a written document duly executed by both parties.

21. Execution: This Stipulation of Settlement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

CITY OF MIDDLETOWN (Date)
Plaintiff
By: Joseph DeStefano, Mayor

TOWN OF WAWAYANDA (Date)
Defendant
By: Denise Quinn, Supervisor

Alex Smith, Esq. (Date)
Corporation Counsel of the City of
Middletown

J. Benjamin Gailey, Esq. (Date)
Jacobowitz & Gubits, LLP

Attorney for Plaintiff

Attorney for Defendant

16 James Street

158 Orange Avenue

Middletown, New York 10940
(845) 346-4140

Walden, New York 12586
(845) 778-2121

DATED:

SO-ORDERED: _____
HON. CATHERINE BARTLETT, JSC

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 237-21

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				

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 \$6,500.00 within the Middletown Fire Department 2021 budget due to overage in heating costs for the Fire Department in the following manner:

FROM
A.3410.207
Equipment – Hose

AMOUNT
\$6,500.00

TO
A.3420.415
Fire Dept – Heat and Light

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 238-21

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				

Whereas, the Board of Estimate and Apportionment has approved and submitted an itemized statement in writing of the estimated revenues and expenditures of the General City Government, the Water Department and the Sewer Department other than amounts to be raised by taxation for County purposes, for the fiscal year January 1, 2022 through December 31, 2022, and,

Whereas, the estimates are entered in full in the minutes as attached to this resolution, and

Now, therefore, be it resolved and ordained that the Common Council of Middletown, NY does hereby approve and adopt the aforesaid annual budget presented as follows:

<u>Description:</u>	<u>General Fund:</u>	<u>Water Fund:</u>	<u>Sewer Fund:</u>
Revenue	\$21,436,328	\$7,377,730	\$5,877,835
Expense	\$43,127,875	\$7,377,730	\$5,877,835
Appropriation:			
Estimated Revenue:	\$21,436,328		
Tax Levy – General City Purposes	\$21,691,547		

John Naumchik

From: Kelly Ann Kelly
Sent: Wednesday, November 10, 2021 12:59 PM
To: John Naumchik
Subject: Budget

John –

Please update the General Fund as follows..Water and Sewer are unchanged.

Revenue - \$21,436,328

Expense - \$43,127,875

Appropriations - \$ 21,436,328

Tax Levy - \$21,691,547

Let me know if you have any questions!

Kelly A. Kelly

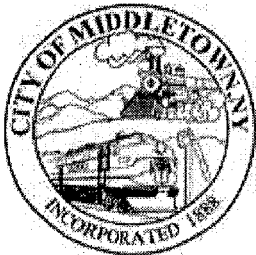
City Treasurer

(845)346-4153 (desk)

(845)344-1101 (fax)

kkelly@middletown-ny.com

Please visit our website @ www.middletown-ny.com



CITY OF MIDDLETOWN
REVENUE AND EXPENSE SUMMARY
PROPOSED BUDGET 2022

<u>Appropriations</u>	<u>General</u>	<u>Water</u>	<u>Sewer</u>	<u>Debt Service</u>	<u>Community Development</u>	<u>Goldenarea</u>	<u>Total</u>
Operations	\$ 6,487,812	\$ 1,401,195	\$ 2,268,758	\$ 4,235,526	\$ 327,377	\$ 19,200	\$ 14,739,868
Special Items 1900	1,432,131	555,710	389,710				2,377,551
Personal Services	18,665,064	1,496,871	863,020		162,964	90,020	21,277,939
Employee Benefits 9000	14,428,912	903,183	544,328		78,969	31,874	15,987,266
Interfund Contributions - General Fund		545,254	326,316				871,570
Interfund Contributions - Wtr/Swr							-
B.A.N. 9730	747,327	342,165	23,403				1,112,895
Debt Svc Admin fees	27,833	24,833	41,031				93,698
Operating Lease	560,623	428,112	30,549				1,019,284
Debt Service	778,173	1,680,406	1,390,720		115,760		3,965,059
Total Appropriations	\$ 43,127,875	\$ 7,377,730	\$ 5,877,835	\$ 4,235,526	\$ 685,070	\$ 141,094	\$ 61,445,130
<u>Revenues</u>							
Real Property Tax Items 1081,1090, 1051	645,305						\$ 645,305
Non-Property Tax Items	13,235,000	7,305,980	5,869,335				\$ 26,410,315
Department Income	1,108,400						\$ 1,108,400
Services to other Governments/Agencies	568,500						\$ 568,500
Use of Money and Property	145,100	2,000	1,500		475,017	6,000	\$ 629,617
Licenses and Permits	233,500	11,000	5,000				\$ 249,500
Fines and Forfeitures	335,000						\$ 335,000
Sale of Prop. And Comp.for Loss	565,000	250					\$ 565,250
State Aid	3,236,126	40,000					\$ 3,276,126
Federal, State, and County Grants					210,053	27,232	\$ 237,285
Interfund Trans. - General Fund							-
Interfund Trans. - Water Fund	545,254						\$ 545,254
Interfund Trans. - Sewer Fund	326,316						\$ 326,316
Interfund Transfers - Debt Service							-
All Other Revenue	492,827	18,500	2,000	4,235,526		107,862	\$ 4,856,715
Total Revenue Ex. Taxes	\$ 21,436,328	\$ 7,377,730	\$ 5,877,835	\$ 4,235,526	\$ 685,070	\$ 141,094	\$ 39,753,583
Appropriated Fund Balance							
Appropriated Reserves							
Total Revenue and Other Sources	\$ 21,436,328	\$ 7,377,730	\$ 5,877,835	\$ 4,235,526	\$ 685,070	\$ 141,094	\$ 39,753,583
2022 Tax Levy & User Fee Adjust.	\$ 21,691,547					\$	\$ 21,691,547
Total Revenue, Taxes, Transfers and Appropriated Fund Balance	\$ 43,127,875	\$ 7,377,730	\$ 5,877,835	\$ 4,235,526	\$ 685,070	\$ 141,094	\$ 61,445,130

TIMES HERALD-RECORD

90 Crystal Run Road, Ste 310, Middletown, NY 10941

State of New York:

County of Orange: ss:

Tricia Crowe

Being duly sworn deposes and says that the Local Media Group, Inc. is organized under the last of the State of New York and is, at all the times hereinafter mentioned, was the printer and publisher of the Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Rockland, Dutchess, Pike, PA, Delaware and Sullivan, Counties, published in the English language in the City of Middletown, County of Orange, State of New York, that deponent is the

Legal Advertising Rep.

of said The Times Herald-Record acquainted with the facts hereinafter stated, and duly authorized by said Corporation to make this affidavit; that the

Public Notice

a true printed copy of which is attached, has been duly and regularly published in the manner require by law in said The Times Herald-Record in each of its issues published upon each of the following dates, to with: In its issues of:

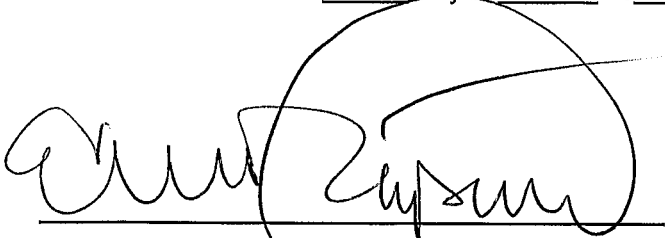
11/03/2021

11/04/2021



Signature of Representative:
Tricia Crowe

Sworn to before me this 5 Day of Nov 2021



Notary Public, Orange County

ELIZABETH MARTHA RAPALO
Notary Public - State of New York
No. 01RA6344907
Qualified in Orange County
My Commission Expires 07/11/2024

CITY OF MIDDLETOWN NOTICE OF PUBLIC HEARING ON THE PROPOSED 2022 CITY GENERAL, WATER AND SEWER BUDGETS

NOTICE IS HEREBY GIVEN, that the Board of Estimate and Apportionment of the City of Middletown will hold a Public Hearing on the proposed 2022 City General, Water and Sewer Budgets on Wednesday, November 10, 2021 at 5:00 p.m. in the Common Council Chambers, 2nd floor, City Hall, 16 James Street, Middletown, NY. Said budget is available for inspection at the Office of the City Clerk/Clerk of the Common Council.

By the order of:

Board of Estimate and Apportionment

John C. Naumchik
City Clerk

RECEIVED

NOV 08 2021

City Clerk
City of Middletown

**CITY OF MIDDLETOWN
NOTICE OF PUBLIC HEARING
ON THE PROPOSED
2022 CITY GENERAL, WATER AND
SEWER BUDGETS**

NOTICE IS HEREBY GIVEN, that the Board of Estimate and Apportionment of the City of Middletown will hold a Public Hearing on the proposed 2022 City General, Water and Sewer Budgets on Wednesday, November 10, 2021 at 5:00 p.m. in the Common Council Chambers, 2nd floor, City Hall, 16 James Street, Middletown, NY. Said budget is available for inspection at the Office of the City Clerk/Clerk of the Common Council.

By the order of:

Board of Estimate and Apportionment

John C. Naumchik
City Clerk

Publish: 11/03/21 & 11/04/21
Posted on the City Website

1) TO
THR - 10/22/21

2) Website
10-29-21

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 239-21

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				

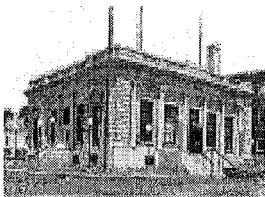
WHEREAS; the City of Middletown Police Department will receive a 3rd period award for 80 hours of service or a dollar amount not to exceed \$4,586.00 from the County of Orange for the STOP-DWI enforcement period, and

WHEREAS; the funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to accept the 3rd period award of \$4,586.00 from the County of Orange for the STOP-DWI enforcement period of November 6, 2021 through January 1, 2022.

LET IT BE FURTHER RESOLVED; upon approval authorize the Treasurer to add the funding to the STOP DWI Budget line A.3141.103.

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

RECEIVED

NOV 05 2021

**City Clerk
City of Middletown**

November 4, 2021

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

RECEIVED

**City Clerk
City of Middletown**

Dear Mayor DeStefano and Members,

Attached please find the 3rd period award with the County for our STOP-DWI enforcement period of November 6, 2021 through January 1, 2022. The total amount of the 3rd period award is for 80 hours of service or a dollar amount not to exceed \$4586. These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

Upon approval, I am kindly requesting that this funding be added to our STOP DWI Budget line A.3141.103.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure
JE: ccd

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 240-21

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				

RESOLVED; that the Common Council of the City of Middletown authorizes the Chief of Police and/or his designee or the Commissioner of Public Works and/or his designee to close streets beginning at 4:30PM for the Annual Tree Lighting Ceremony to be held on Friday, November 26, 2021. The following closures will commence as follows:

5pm - 7pm - North Street from Wickham to Railroad Avenue; 5:30 pm - 8pm - North Street from Railroad to the Square (West & East Main Street), and from the Square to James Street.
5:30 pm - 8pm - James Street; East Main Street from Williams Street to North - 5:30pm -8pm.
Also no parking along the entire Parade Route to commence at 3:30pm till 8pm;

The parade route will start on North Street by the Chase Bank/Garcia's Market and will continue down North Street where it intersects with West Main Street. At the West Main Street intersection the parade turns right past John Degnan Square and turns right into James Street in the James Street Parking Lot.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 241-21

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				

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 agreement with Mobil Life Support Services for the expressed purpose of supplying emergency ambulance services for the City of Middletown from November 17, 2021 through November 17, 2022.

RECEIVED

NOV 04 2021

City Clerk
City of Middletown



Ambulance Service Agreement

City of Middletown,
New York

Description of Agreement

This Agreement between MOBILE LIFE SUPPORT SERVICES, INC. (Herein referred to as "MLSS") and the CITY OF MIDDLETOWN (Herein referred to as "CITY") is for the expressed purpose of supplying emergency ambulance services for the CITY. This Agreement will identify MLSS as the designated provider of Emergency Medical Services (EMS) for the CITY, and in turn MLSS will commit resources sufficient to meet the EMS needs of the CITY.

Terms of the Agreement

1. The CITY will provide written notification to the Emergency Communications Center for the County of Orange, that MLSS will be designated as the dedicated EMS provider for all emergency medical calls arising in the CITY, received via 911 or seven digit calls.
2. MLSS will maintain a minimum of two (2) NYS Certified Ambulances, one (1) Advanced Life Support (ALS), one (1) Basic Life Support (BLS), twenty-four hours per day, seven (7) days per week, available for immediate response to emergency calls arising in the Middletown response area. Between the hours of 00:00 and 06:59 hrs, the City agrees to allow the release of one unit to accommodate Mutual Aid requests arising in the Town of Wallkill, Town of Goshen, and any unit enroute to Garnet Medical Center.
3. The CITY and MLSS will assign appropriate designees to meet on a scheduled basis to discuss issues including but not limited to:
 - Response time
 - Complaints and/or problems
 - Response plans
 - Special events
 - Education and training of staff
 - Community programs and education.
4. The CITY will not be obligated for any contract fee or charge for any expense related to the 911 EMS coverage.
5. MLSS will operate on a fee for service basis, and will invoice the patient, or their insurance company, for all charges related to the services provided by MLSS on their behalf.
6. The CITY will assist MLSS by providing access to appropriate non-patient information required by MLSS to invoice for services rendered. This would primarily apply to services rendered at the scene of Hazardous Materials Incidents, Structure Fires, and Multiple Casualty Incidents (MCI), where a commercial insurer will be deemed the responsible party for all expenses related to the services required and rendered.
7. MLSS will be solely responsible for the staffing of their ambulances for emergency operations, and will maintain all appropriate certifications and

insurance on its vehicles and staff, the insurance policy and coverage to be subject to the reasonable approval of the CITY. Responses to requests for ambulance service in the City will be consistent with industry best practices in relation to Code 3 (lights and siren usage) and Alpha (no lights/sirens) to ensure that the needs of the residents of the City are met in the safest manner possible.

8. In the interest of patient health and safety, when the medical condition of a patient requires additional assistance that may be available from an appropriately trained and recognized member of a CITY public service agency, said assistance will be provided. It is understood that this request will be made on the scene of an emergency call by a duly authorized MLSS staff member, but only when no other acceptable option is immediately available, and a delay will be detrimental to the safety and health of the involved patient(s).
9. MLSS, in cooperation with the CITY, will offer continuing medical education services, including yearly OSHA required Bloodborne and Airborne Pathogen training to the CITY when so requested.
10. MLSS will provide additional medical support, as may be required, to assist CITY services at the scene of structure fires and/or Hazardous Materials Incidents and public emergencies. MLSS is equipped to provide medical monitoring, treatment, and rehabilitation services at these scenes. Furthermore, MLSS will render all appropriate support to CITY and all City agencies in times of disaster, extreme weather conditions, and times of public unrest. Mutual Aid agreements with outside EMS agencies will be formulated and maintained by MLSS with notification to the City of the terms of said agreements.
11. MLSS shall indemnify, hold harmless and defend the CITY and its respective officers and employees from and against any and all liabilities, damages, actions and claims (including attorney's fees) in litigation commenced by or against MLSS or the CITY on account of personal injury, death or property loss or damage resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance, associated with the operations conducted or services provided by MLSS or its agents or employees. Such indemnification by MLSS shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of the City or its officials or employees.
12. The agreement may only be modified with the expressed written approval by duly authorized representatives of both the CITY and MLSS. Both parties signify their acceptance of the terms of this agreement, effective 11/17/2021, by affixing their signatures to this document in the space provided below. This agreement shall remain in effect until 11/17/2022, at which time both parties may opt for an automatic renewal for a period of one (1) year.

DESIGNEE City of Middletown _____ Date _____

Title:

DESIGNEE MLSS _____ Date _____

Title:

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 242-21

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				

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 \$45,500.00 within the 2021 budget for an Emergency Replacement to the Boiler at the Parks and Recreation Building as the current boiler is beyond repair in the following manner:

FROM

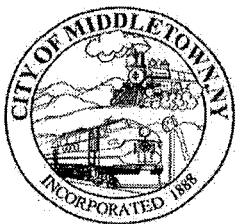
A.9000.815
Police & Fire Retirement

AMOUNT

\$45,500.00

TO

A.1620.200
Maint. Dept. Other Equip



DEPARTMENT OF FINANCE City Of Middletown

Kelly A. Kelly
Treasurer

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

November 8, 2021

To: The Board of Estimate

From: Kelly Ann Kelly

RECEIVED
NOV 08 2021
City Clerk
City of Middletown

I am requesting the following budget transfer needed for an Emergency Replacement of the Boiler at Parks and Recreation Building as current boiler is beyond repair:

FROM

AMOUNT

TO

A.9000.815

\$45,500.00

A.1620.200

Police & Fire Retirement

Maint Dept. Other Equip

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 243-21

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				

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 a total of \$2,500.00 within the Community Development 2021 budget in the following manner:

FROM	AMOUNT	TO
CD 8686.433	\$1,500.00	8686.456
Personnel Training		Program Related Expense
 CD 8686.440	 \$750.00	 8686.456
Repairs to Equipment		Program Related Expense
 CD 8686.440	 \$250.00	 8686.482
Repairs to Equipment		Advertising

CITY OF MIDDLETOWN
Office of Economic & Community Development

November 8, 2021

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

RECEIVED

NOV 08 2021

**City Clerk
City of Middletown**

RE: Office of Community Development/Dept 8686

Dear Members:

I am requesting budget transfers within the Community Development Department.

FROM	AMOUNT	TO
CD 8686.433 Personnel Training	\$1,500.00	8686.456 Program Related Expense
CD 8686.440 Repairs to Equipment	\$750.00	8686.456 Program Related Expense
CD 8686.440 Repairs to Equipment	\$250.00	8686.482 Advertising

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 244-21

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				

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to approve the purchase of two following properties that are adjacent to the City line in the Town of Wallkill in the amount of \$800.00:

1. 69-1-13.2 in Town of Wallkill for \$500.00
2. 69-1-14.13 in Town of Wallkill for \$300.00



REAL PROPERTY TAX SERVICE AGENCY

255 Main Street
Goshen, New York 10924
(845) 291-2490

Steven M. Neuhaus
County Executive

November 8, 2021

RECEIVED

NOV 09 2021

City Clerk
City of Middletown

****sent via mail & email****

City of Middletown
ATTN: Jacob Tawil
16 James Street
Middletown, NY 10940

The Orange County Legislature has accepted your bid by resolution on the property(ies) listed below. **PAYMENT IN FULL BY CERTIFIED BANK CHECK OR MONEY ORDER** as indicated below will be due in this office, on or before **December 3, 2021**.

Please return full payments **made payable to the parties as indicated below highlighted in yellow**.

TOWN	WALLKILL
PARCEL	69-1-13.2
AMOUNT DUE	\$ 500.00
LESS DEPOSIT	\$ 0.00
NET AMOUNT DUE	\$ 500.00

**PAYABLE TO ORANGE
COUNTY COMMISSIONER
OF FINANCE**

The County requires your Social Security Number(s) or Tax ID Number(s) to file the deed for the property(ies) purchased. **Our records show this number as Fed ID# 14-6002297. If this information is incorrect, please notify us ASAP so we can change our records.**

MAIL all payments to:

O.C. Real Property Tax Service
Attn: Janet F.
255 Main Street
Goshen, NY 10924

Sincerely,

Eric Ruscher

Eric Ruscher
Director
/jf



REAL PROPERTY TAX SERVICE AGENCY

255 Main Street
Goshen, New York 10924
(845) 291-2490

Steven M. Neuhaus
County Executive

November 8, 2021

City of Middletown
ATTN: Jacob Tawil
16 James Street
Middletown, NY 10940

RECEIVED

NOV 09 2021

City Clerk

****sent via mail & email**** City of Middletown

The Orange County Legislature has accepted your bid by resolution on the property(ies) listed below. **PAYMENT IN FULL BY CERTIFIED BANK CHECK OR MONEY ORDER** as indicated below will be due in this office, on or before **December 3, 2021**.

Please return full payments **made payable to the parties as indicated below highlighted in yellow**.

TOWN	WALLKILL
PARCEL	69-1-14.13
AMOUNT DUE	\$ 300.00
LESS DEPOSIT	\$ 0.00
NET AMOUNT DUE	\$ 300.00

**PAYABLE TO ORANGE
COUNTY COMMISSIONER
OF FINANCE**

The County requires your Social Security Number(s) or Tax ID Number(s) to file the deed for the property(ies) purchased. **Our records show this number as Fed ID# 14-6002297**. If this information is incorrect, please notify us ASAP so we can change our records.

MAIL all payments to:

O.C. Real Property Tax Service
Attn: Janet F.
255 Main Street
Goshen, NY 10924

Sincerely,

Eric Ruscher

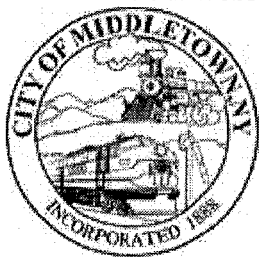
Eric Ruscher
Director
/jf

John Naumchik

From: Kelly Ann Kelly
Sent: Tuesday, November 9, 2021 8:12 AM
To: John Naumchik
Subject: FW: Deed Sale - Wallkill 69-1-13.2 & 69-1-14.13
Attachments: Balance Due Ltr - Wallkill 69-1-13.2.pdf; Balance Due Ltr - Wallkill 69-1-14.13.pdf

Kelly A. Kelly

City Treasurer
(845)346-4153 (desk)
(845)344-1101 (fax)
kkelly@middletown-ny.com
Please visit our website @ www.middletown-ny.com



From: J Tawil <jtawil14@yahoo.com>
Sent: Monday, November 8, 2021 4:37 PM
To: Jacob Tawil <jtawil@middletown-ny.com>; Fox, Janet <JFox@orangecountygov.com>; Erica Letos <eletos@middletown-ny.com>; Kelly Ann Kelly <KKelly@middletown-ny.com>; Katie Gass <kgass@middletown-ny.com>
Cc: Ruscher, Eric <eruscher@orangecountygov.com>; Wiley, Paul <pwiley@orangecountygov.com>
Subject: Re: Deed Sale - Wallkill 69-1-13.2 & 69-1-14.13

Hi Kelly,

These payments are for purchases of properties from the County in an Auction.

Please include on the next Board of Estimates Agenda.

Erica and Katie,
Please keep track of this until County gets paid, and supply Kelly with any documents needed.

Thank you

Jacob S. Tawil, P.E. | Commissioner
Department of Public Works
City of Middletown | 16 James Street |
Middletown, New York 10940 |
T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Monday, November 8, 2021, 11:35:53 AM EST, Fox, Janet <jfox@orangecountygov.com> wrote:

Please see attached memos.

Also, we will require 2 checks.

Thank you,

Janet

Janet Fox

Real Property Tax Services, Information Technician

Orange County Government

255 Main Street

Goshen, NY 10924

☎ (845) 291-2493

✉ jfox@orangecountygov.com

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

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

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

**ORANGE COUNTY DEED PARCEL
OFFICIAL BID/PURCHASER DOCUMENT**

CONTRACT FOR BID/PURCHASE OF ORANGE COUNTY REAL ESTATE DEED SALE PARCELS

THIS IS A LEGALLY BINDING DOCUMENT. YOU SHOULD CONSIDER
CONSULTING YOUR LAWYER BEFORE SIGNING THIS DOCUMENT

I/we as bidder/purchaser of deed sale parcels accept and understand the following conditions:

1. IDENTIFICATION OF THE PARTIES

DATE 10/18/2021

A. SELLER – County of Orange, Government Center, Main Street, Goshen, New York 10924

B. BIDDER/PURCHASER:

City of Middletown

16 James St. Middletown NY 10940

RESIDING AT:

Same

EMAIL:

Jstawi@middletown-ny.com

SS or FED. ID #:

TELEPHONE #:

(845) 343-3169

DEED WILL BE ISSUED IN BIDDER/PURCHASER'S NAME ONLY

C. COUNTY AGENT – When referred to herein means Office of Real Property Tax Service,
Seller's Agent for Orange County, 255 Main Street, Goshen, New York, 10924
Phone: (845) 291-2490

2. PROPERTY/PARCEL TO BE SOLD – (Called "the property"); **SOLD "AS IS"**.

The property which the Seller agrees to sell and the Buyer agrees to purchase "as is" is
located at/on S-B-L 69-1-14.13 in the

Town Wallkill Village _____ Type of Property _____

Tax Sale Year _____

Section 69 Block 1 Lot 14.13 County of Orange, State of New York

This property includes all the Seller's rights and privileges, if any, to all land, water, streets and annexed to, and on all sides of the property (with the exception of County roads). The lot size of the property is approximate as shown on Tax Record or Tax Maps.

3. ITEMS INCLUDED IN SALE – All buildings and improvements, if located in or on the property at the time this contract is signed by both Seller and Bidder/Purchaser, are included "as is" with the property at no additional cost, however, the Seller bears no responsibility for items missing or removed from property.

4. ITEMS EXCLUDED FROM SALE – The following items are excluded from the sale:

Personal property of former owner or tenants, if any, plus: _____

5. THIS SALE IS SUBJECT TO:

(1) Approval of Orange County Committee of Finance & Administration

(2) Approval of Orange County Legislature

Successful Bidder/Purchaser MAY be responsible for current year's taxes (see Page 2, #14). Additional fee is a Filing Fee, with no adjustment made as to date of closing **PAYABLE TO ORANGE COUNTY CLERK**.

Time of closing within 30 days or by date set by Resolution of Legislature.

Form of deed will be a Quit Claim Deed delivered approximately 60 days after payment of moneys.

6. AMOUNT OF BID/PURCHASE PRICE: \$ 300,000
(\$ _____) 10% of Bid Price with approved funds as down payment upon signing this document
**(CASH OR PERSONAL CHECKS WILL NOT BE ACCEPTED – DEPOSIT MUST BE IN THE FORM OF AN
OFFICIAL BANK CHECK OR MONEY ORDER PAYABLE TO: ORANGE COUNTY COMMISSIONER OF
FINANCE)**, receipt of which acknowledges if your bid is accepted by the Orange County Legislature, the 10%
deposit is NOT refundable. If your bid is not accepted, your deposit WILL BE refunded. ST
INITIAL

7. ESCROW ACCOUNT DEPOSITS – It is agreed that any down payments made by the Bidder/Purchaser on account of the purchase price is to be deposited in the Commissioner of Finance, Orange County Designated Account once the contract is approved by the County, if not, then to be returned to Bidder/Purchaser. Bidder/Purchaser's down payment will be credited to the purchase price at closing.
8. DEED – The property shall be transferred from Seller to Bidder/Purchaser by means of a Quit Claim Deed, furnished by the Seller. The deed and real property transfer gains tax affidavit will be prepared by the Seller and signed so that it will be accepted for recording by the Orange County Clerk.
9. REPORT OF SALE TO IRS – Seller will report this sale to IRS.
10. BUYER'S MORTGAGE EXPENSES (if any) – This contract is for a cash sale and the Bidder/Purchaser understands and agrees it is not contingent upon the Bidder/Purchaser obtaining any loan to purchase the property. However, should the Bidder/Purchaser obtain a loan, Bidder/Purchaser understands and agrees that the closing will not be delayed by reason of any loan application or process of such loan, and that all lender mortgage loan fees, points, appraisal fees, title insurance and all other expenses incidental to any such loan shall be paid by Bidder/Purchaser.
11. AGENT(S) FOR SELLER ONLY – It is clearly understood and agreed by the Bidder/Purchaser that ERIC RUSCHER is DIRECTOR OF REAL PROPERTY TAX SERVICE.
12. TITLE INSURANCE/ABSTRACT OF TITLE – Expenses (if any) for title and tax searches shall be paid by the Bidder/Purchaser, however, this sale is not contingent upon insurable title.
13. TAXES, ADJUSTMENTS and OTHER DISCLOSURES – Bidder/Purchaser shall pay the current year's taxes in full upon closing or as otherwise legally required whichever is later. (These amounts are obtainable from the local tax collector.) Conditions/Notice: Any Bidder/Purchaser is advised to make his/her own investigation regarding title issues and the location, nature and condition of the premises, as Orange County makes no representation as to the nature, location, condition or title of these lands in advance of this sale, by verification with the local assessor's office or as he may otherwise choose, also, check locally for zoning and building codes relating to the property(ies). Bidder/Purchaser(s) is further advised to investigate as to whether any liens are attached to said lands as certain liens may remain attached after public sale. Successful Bidder/Purchaser will receive a Quit Claim Deed describing the property by tax map section, block and lot number without representation of covenants or warranty and will convey whatever title Orange County has acquired to said lands by reason of failure to redeem from tax sales. Bidder/Purchaser is advised to check with the Orange County Department of Finance or the local Tax Collector as to the amount of current year taxes due, which MAY be the responsibility of the successful Bidder/Purchaser, after taking title, with no adjustment as to date. This should be considered when making a bid.
14. BACK TAXES INCLUDED AS FOLLOWS: The purchase price includes all taxes and assessments on the property for all prior years except village and school district taxes, which are relieved and may include penalties and interest. **The purchase price DOES NOT include FOR THE CURRENT YEAR THE FOLLOWING TAXES** FOR BID DEADLINES BETWEEN 4/1/2021 – 3/31/2022:
YEAR 2022 TOWN & COUNTY TAXES and/or YEARS 2021 & 2022 VILLAGE TAXES
YEARS 2021 & 2022 SCHOOL TAXES and/or SCHOOL RELIEVED TO BE ON THE TOWN & COUNTY TAX BILL FOR THE YEAR 2022.
WE/I ARE RESPONSIBLE FOR ALL TAXES & RELIEVES, WHICH MAY INCLUDE PENALTIES & INTEREST AS NOTED ABOVE ST
INITIAL
15. TIME OF THE ESSENCE – Time is of the essence as to closing. Closing within 30 days or by date set by Resolution of Orange County Legislature.

16. POSSESSION – Bidder/Purchaser shall be given possession of the property at closing (transfer of title), unless otherwise agreed to in writing signed by the parties and subject to any occupancy of a tenant.
17. REPAIR OF DAMAGE PRIOR TO CLOSING – In the event Bidder/Purchaser has neither possession nor legal title to the property and any improvement is damaged by any cause or act of God prior to closing, Seller may within 30 days and by written notice to Bidder/Purchaser, elect to repair such damage. Seller shall then have a reasonable time to collect any insurance proceeds and cause such damage to be repaired in a good and workmanlike manner at the Seller's expense. The closing shall be extended for completion of such repairs at the Seller's option. Otherwise, Risk of Loss prior to closing shall be as set forth under NEW YORK STATE GENERAL OBLIGATIONS LAW, SECTION 5-1311 or other applicable law shall apply to this contract as though set forth herein.
18. NOTICES – Any notice contemplated by this agreement is deemed given on date of notification by the Seller, if in writing and delivered by any party to the other (Buyer/Purchaser or County) by any of (1) or (2) or (3), (a) through (c):
- (1) in the same manner as a summons in a civil action or in the Supreme Court of the State of New York; or
 - (2) by certified mail, return receipt requested; or
 - (3) by delivery to the party's authorized agent or attorney either:
 - (a) in the same manner papers are served on an attorney in a civil action, or
 - (b) by certified mail, return receipt requested, or
 - (c) if (3) (a) or (b) is used, in addition, a copy of the notice must be mailed first class mail to the other party at the address shown at the end of this agreement; however, notice is deemed given when made by the Seller.
 - (4) The person who signs this agreement for any party, Bidder/Purchaser or Seller, is the person to whom notices will be given for such party.
 - (5) All notices should also be sent to Office of Real Property Tax Service, 255 Main Street, Goshen, NY 10924.
19. ENTIRE AGREEMENT – This contract constitutes the entire agreement between Seller and Bidder/Purchaser, and neither is relying on any statements, promises, representations, inducements, agreements or warranties expressed or implied, oral or written, that are not set forth herein; except that each undersigned warrants having the authority and capacity to sign as and/or for Seller and Bidder/Purchaser, respectively.
20. CHANGES TO CONTRACT MUST BE SIGNED AND IN WRITING – Any changes to this contract are not effective unless in writing and signed by Seller and Bidder/Purchaser or their duly authorized agents. However, any change in the obligation of the Bidder/Purchaser or any terms affecting the Seller shall not be effective without the written consent of the Seller.
21. BINDING DOCUMENT UPON PARTIES, ETC. – This agreement is binding upon and shall inure to the benefit of the Seller and Bidder/Purchaser, and their respective heirs, legal representatives, successors, executors, assigns or distributees.
22. SELLER'S TITLE -- At closing Seller shall transfer title to the property to the Bidder/Purchaser; subject to easements, rights of way, restrictions, rights, privileges, zoning, environmental protection, sub-division laws, or any other laws and regulations that may affect the use and maintenance of the property, and to such state of facts as an accurate survey and personal inspection of the premises shall disclose or other conditions of title as may then exist. Bidder/Purchaser further agrees to accept all Terms of Sale.
23. PROPERTIES ARE SOLD AS OFFERS OR BIDS ARE ACCEPTED ON A MONTHLY BASIS BY ORANGE COUNTY LEGISLATURE. PLEASE CALL OFFICE OF REAL PROPERTY TAX SERVICE AT (845) 291-2490 FOR AVAILABILITY OF ANY OF THESE PROPERTIES.
24. A. Lead Paint Disclosure – Housing sales on residential dwellings that were built prior to 1978 are notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning (visit the U.S. Environmental Protection Agency's website at www.epa.gov).

SI
INITIAL

B. If property is improved by a structure, the County makes no reference to the existence of a smoke detector.

25. NAME OF CO-BROKE COMPANY (if applicable): _____

26. BIDDER/PURCHASER'S ATTORNEY: Alex Smith, Esq.
Address: 16 James St. Phone: (845) 346-4140
Middletown NY 10940 Fax: (845) 346-4146

27. ORANGE COUNTY LOCAL ETHICS LAW – All officers, employees or elected or appointed officials who are not excluded from deed sale participation must disclose in writing to the Orange County Attorney, in a form and manner to be determined by the Orange County Attorney, their title, employee status as Orange County officers, employees or officials, and any other information deemed relevant and necessary by the Orange County Attorney, and receive in writing the approval of the Orange County Attorney of their participation, in advance of any bidding for or acquiring or purchasing any real property which is offered for sale by the County of Orange in any manner as a result of the tax delinquency of such property. The Orange County Attorney shall deny such approval on the basis of existence of, or the appearance of, a prohibited conflict of interest, as defined under the Orange County Local Ethics Law and/or other prevailing State or other laws, rules and regulations.

28. The Bidder/Purchaser acknowledges and represents that he, she or it is fully aware of the physical condition and state of repair of the property, based on the Bidder/Purchaser's own inspection and investigation thereof, and that the Bidder/Purchaser is entering into the document based solely upon such inspection and investigation, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state or repair use, cost of operation or any other matter related to the property, given or made by the Seller.

29. A. Seller represents that none of the Seller's covenants, representations, warranties or other obligations contained in this agreement shall survive closing.

B. Orange County represents that the Seller is not a "foreign person" as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") section 1445, as amended, and the regulations promulgated thereunder. (Collectively, "FIRPTA").

C. No representation is made that this form of contract for the sale and purchase of real estate complies with Section 5-702 of the General Obligations Law ("Plain Language").

I/WE HAVE READ THESE TERMS AND HEREBY ACCEPT THE CONDITIONS OF SALE

JD
INITIAL

[Signature]
BIDDER/PURCHASER (SIGNATURES)

10/18/2021
DATE

Joseph M. Destefano - Mayor
BIDDER/PURCHASER (PRINT NAMES)

ARE YOU AN ORANGE COUNTY OFFICER, EMPLOYEE OR APPOINTED OFFICIAL? YES ___ NO ___

IF YES, WHAT DEPARTMENT AND WHAT IS YOUR TITLE? _____

BID DOCUMENT RECEIVED DATE: _____

ERIC RUSCHER, Director Real Property Tax

Subject to approval by Orange County. Date Approved by Orange County Legislature: _____

OFFICE OF REAL PROPERTY TAX SERVICE
255 Main Street, Goshen, New York 10924
PHONE: (845) 291-2490

**ORANGE COUNTY DEED PARCEL
OFFICIAL BID/PURCHASER DOCUMENT**

CONTRACT FOR BID/PURCHASE OF ORANGE COUNTY REAL ESTATE DEED SALE PARCELS

THIS IS A LEGALLY BINDING DOCUMENT. YOU SHOULD CONSIDER
CONSULTING YOUR LAWYER BEFORE SIGNING THIS DOCUMENT

I/we as bidder/purchaser of deed sale parcels accept and understand the following conditions:

1. IDENTIFICATION OF THE PARTIES

DATE 10/18/2021

A. SELLER – County of Orange, Government Center, Main Street, Goshen, New York 10924

B. BIDDER/PURCHASER: City of Middletown
16 James St., Middletown, NY 10940

RESIDING AT: same

EMAIL: Jtawil@middletown-ny.com

SS or FED. ID #: _____ TELEPHONE #: 845 343-3169

DEED WILL BE ISSUED IN BIDDER/PURCHASER'S NAME ONLY

C. COUNTY AGENT – When referred to herein means Office of Real Property Tax Service,
Seller's Agent for Orange County, 255 Main Street, Goshen, New York, 10924
Phone: (845) 291-2490

2. PROPERTY/PARCEL TO BE SOLD – (Called "the property"); **SOLD "AS IS"**.

The property which the Seller agrees to sell and the Buyer agrees to purchase "as is" is
located at/on SBL 69-1-13.2 in the

Town Wallkill Village _____ Type of Property _____

Tax Sale Year _____

Section 69 Block 1 Lot 13.2 County of Orange, State of New York

This property includes all the Seller's rights and privileges, if any, to all land, water, streets and annexed to,
and on all sides of the property (with the exception of County roads). The lot size of the property is
approximate as shown on Tax Record or Tax Maps.

3. ITEMS INCLUDED IN SALE – All buildings and improvements, if located in or on the property at the time this
contract is signed by both Seller and Bidder/Purchaser, are included "as is" with the property at no additional
cost, however, the Seller bears no responsibility for items missing or removed from property.

4. ITEMS EXCLUDED FROM SALE – The following items are excluded from the sale:

Personal property of former owner or tenants, if any, plus: _____

5. THIS SALE IS SUBJECT TO:

(1) Approval of Orange County Committee of Finance & Administration

(2) Approval of Orange County Legislature

Successful Bidder/Purchaser MAY be responsible for current year's taxes (see Page 2, #14). Additional fee
is a Filing Fee, with no adjustment made as to date of closing **PAYABLE TO ORANGE COUNTY CLERK**.

Time of closing within 30 days or by date set by Resolution of Legislature.

Form of deed will be a Quit Claim Deed delivered approximately 60 days after payment of moneys.

6. AMOUNT OF BID/PURCHASE PRICE: \$ 500.00
(\$ _____) 10% of Bid Price with approved funds as down payment upon signing this document
(CASH OR PERSONAL CHECKS WILL NOT BE ACCEPTED – DEPOSIT MUST BE IN THE FORM OF AN OFFICIAL BANK CHECK OR MONEY ORDER PAYABLE TO: ORANGE COUNTY COMMISSIONER OF FINANCE), receipt of which acknowledges if your bid is accepted by the Orange County Legislature, the 10% deposit is NOT refundable. If your bid is not accepted, your deposit WILL BE refunded. IO
INITIAL
7. ESCROW ACCOUNT DEPOSITS – It is agreed that any down payments made by the Bidder/Purchaser on account of the purchase price is to be deposited in the Commissioner of Finance, Orange County Designated Account once the contract is approved by the County, if not, then to be returned to Bidder/Purchaser. Bidder/Purchaser's down payment will be credited to the purchase price at closing.
8. DEED – The property shall be transferred from Seller to Bidder/Purchaser by means of a Quit Claim Deed, furnished by the Seller. The deed and real property transfer gains tax affidavit will be prepared by the Seller and signed so that it will be accepted for recording by the Orange County Clerk.
9. REPORT OF SALE TO IRS – Seller will report this sale to IRS.
10. BUYER'S MORTGAGE EXPENSES (if any) – This contract is for a cash sale and the Bidder/Purchaser understands and agrees it is not contingent upon the Bidder/Purchaser obtaining any loan to purchase the property. However, should the Bidder/Purchaser obtain a loan, Bidder/Purchaser understands and agrees that the closing will not be delayed by reason of any loan application or process of such loan, and that all lender mortgage loan fees, points, appraisal fees, title insurance and all other expenses incidental to any such loan shall be paid by Bidder/Purchaser.
11. AGENT(S) FOR SELLER ONLY – It is clearly understood and agreed by the Bidder/Purchaser that ERIC RUSCHER is DIRECTOR OF REAL PROPERTY TAX SERVICE.
12. TITLE INSURANCE/ABSTRACT OF TITLE – Expenses (if any) for title and tax searches shall be paid by the Bidder/Purchaser, however, this sale is not contingent upon insurable title.
13. TAXES, ADJUSTMENTS and OTHER DISCLOSURES – Bidder/Purchaser shall pay the current year's taxes in full upon closing or as otherwise legally required whichever is later. (These amounts are obtainable from the local tax collector.) Conditions/Notice: Any Bidder/Purchaser is advised to make his/her own investigation regarding title issues and the location, nature and condition of the premises, as Orange County makes no representation as to the nature, location, condition or title of these lands in advance of this sale, by verification with the local assessor's office or as he may otherwise choose, also, check locally for zoning and building codes relating to the property(ies). Bidder/Purchaser(s) is further advised to investigate as to whether any liens are attached to said lands as certain liens may remain attached after public sale. Successful Bidder/Purchaser will receive a Quit Claim Deed describing the property by tax map section, block and lot number without representation of covenants or warranty and will convey whatever title Orange County has acquired to said lands by reason of failure to redeem from tax sales. Bidder/Purchaser is advised to check with the Orange County Department of Finance or the local Tax Collector as to the amount of current year taxes due, which MAY be the responsibility of the successful Bidder/Purchaser, after taking title, with no adjustment as to date. This should be considered when making a bid.
14. BACK TAXES INCLUDED AS FOLLOWS: The purchase price includes all taxes and assessments on the property for all prior years except village and school district taxes, which are relieved and may include penalties and interest. **The purchase price DOES NOT include FOR THE CURRENT YEAR THE FOLLOWING TAXES** FOR BID DEADLINES BETWEEN 4/1/2021 – 3/31/2022:
YEAR 2022 TOWN & COUNTY TAXES and/or YEARS 2021 & 2022 VILLAGE TAXES
YEARS 2021 & 2022 SCHOOL TAXES and/or SCHOOL RELIEVED TO BE ON THE TOWN & COUNTY TAX BILL FOR THE YEAR 2022.
WE/I ARE RESPONSIBLE FOR ALL TAXES & RELIEVES, WHICH MAY INCLUDE PENALTIES & INTEREST AS NOTED ABOVE SI
INITIAL
15. TIME OF THE ESSENCE – Time is of the essence as to closing. Closing within 30 days or by date set by Resolution of Orange County Legislature.

16. POSSESSION – Bidder/Purchaser shall be given possession of the property at closing (transfer of title), unless otherwise agreed to in writing signed by the parties and subject to any occupancy of a tenant.
17. REPAIR OF DAMAGE PRIOR TO CLOSING – In the event Bidder/Purchaser has neither possession nor legal title to the property and any improvement is damaged by any cause or act of God prior to closing, Seller may within 30 days and by written notice to Bidder/Purchaser, elect to repair such damage. Seller shall then have a reasonable time to collect any insurance proceeds and cause such damage to be repaired in a good and workmanlike manner at the Seller's expense. The closing shall be extended for completion of such repairs at the Seller's option. Otherwise, Risk of Loss prior to closing shall be as set forth under NEW YORK STATE GENERAL OBLIGATIONS LAW, SECTION 5-1311 or other applicable law shall apply to this contract as though set forth herein.
18. NOTICES – Any notice contemplated by this agreement is deemed given on date or notification by the Seller, if in writing and delivered by any party to the other (Buyer/Purchaser or County) by any of (1) or (2) or (3), (a) through (c):
- (1) in the same manner as a summons in a civil action or in the Supreme Court of the State of New York; or
 - (2) by certified mail, return receipt requested; or
 - (3) by delivery to the party's authorized agent or attorney either:
 - (a) in the same manner papers are served on an attorney in a civil action, or
 - (b) by certified mail, return receipt requested, or
 - (c) if (3) (a) or (b) is used, in addition, a copy of the notice must be mailed first class mail to the other party at the address shown at the end of this agreement; however, notice is deemed given when made by the Seller.
 - (4) The person who signs this agreement for any party, Bidder/Purchaser or Seller, is the person to whom notices will be given for such party.
 - (5) All notices should also be sent to Office of Real Property Tax Service, 255 Main Street, Goshen, NY 10924.
19. ENTIRE AGREEMENT – This contract constitutes the entire agreement between Seller and Bidder/Purchaser, and neither is relying on any statements, promises, representations, inducements, agreements or warranties expressed or implied, oral or written, that are not set forth herein; except that each undersigned warrants having the authority and capacity to sign as and/or for Seller and Bidder/Purchaser, respectively.
20. CHANGES TO CONTRACT MUST BE SIGNED AND IN WRITING – Any changes to this contract are not effective unless in writing and signed by Seller and Bidder/Purchaser or their duly authorized agents. However, any change in the obligation of the Bidder/Purchaser or any terms affecting the Seller shall not be effective without the written consent of the Seller.
21. BINDING DOCUMENT UPON PARTIES, ETC. – This agreement is binding upon and shall inure to the benefit of the Seller and Bidder/Purchaser, and their respective heirs, legal representatives, successors, executors, assigns or distributees.
22. SELLER'S TITLE -- At closing Seller shall transfer title to the property to the Bidder/Purchaser; subject to easements, rights of way, restrictions, rights, privileges, zoning, environmental protection, sub-division laws, or any other laws and regulations that may affect the use and maintenance of the property, and to such state of facts as an accurate survey and personal inspection of the premises shall disclose or other conditions of title as may then exist. Bidder/Purchaser further agrees to accept all Terms of Sale.
23. PROPERTIES ARE SOLD AS OFFERS OR BIDS ARE ACCEPTED ON A MONTHLY BASIS BY ORANGE COUNTY LEGISLATURE. PLEASE CALL OFFICE OF REAL PROPERTY TAX SERVICE AT (845) 291-2490 FOR AVAILABILITY OF ANY OF THESE PROPERTIES.
24. A. Lead Paint Disclosure – Housing sales on residential dwellings that were built prior to 1978 are notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning (visit the U.S. Environmental Protection Agency's website at www.epa.gov).


INITIAL

B. If property is improved by a structure, the County makes no reference to the existence of a smoke detector.

25. NAME OF CO-BROKE COMPANY (if applicable): _____

26. BIDDER/PURCHASER'S ATTORNEY: Alex Smith Esq.
Address: 16 James St. Phone: (845) 346-4140
Middletown, NY 10940 Fax: (845) 346-4140

27. ORANGE COUNTY LOCAL ETHICS LAW – All officers, employees or elected or appointed officials who are not excluded from deed sale participation must disclose in writing to the Orange County Attorney, in a form and manner to be determined by the Orange County Attorney, their title, employee status as Orange County officers, employees or officials, and any other information deemed relevant and necessary by the Orange County Attorney, and receive in writing the approval of the Orange County Attorney of their participation, in advance of any bidding for or acquiring or purchasing any real property which is offered for sale by the County of Orange in any manner as a result of the tax delinquency of such property. The Orange County Attorney shall deny such approval on the basis of existence of, or the appearance of, a prohibited conflict of interest, as defined under the Orange County Local Ethics Law and/or other prevailing State or other laws, rules and regulations.

28. The Bidder/Purchaser acknowledges and represents that he, she or it is fully aware of the physical condition and state of repair of the property, based on the Bidder/Purchaser's own inspection and investigation thereof, and that the Bidder/Purchaser is entering into the document based solely upon such inspection and investigation, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state or repair use, cost of operation or any other matter related to the property, given or made by the Seller.

29. A. Seller represents that none of the Seller's covenants, representations, warranties or other obligations contained in this agreement shall survive closing.

B. Orange County represents that the Seller is not a "foreign person" as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") section 1445, as amended, and the regulations promulgated thereunder. (Collectively, "FIRPTA").

C. No representation is made that this form of contract for the sale and purchase of real estate complies with Section 5-702 of the General Obligations Law ("Plain Language").

I/WE HAVE READ THESE TERMS AND HEREBY ACCEPT THE CONDITIONS OF SALE

JD
INITIAL

BIDDER/PURCHASER (SIGNATURES)

Joseph M. DeStefano
BIDDER/PURCHASER (PRINT NAMES)

10/18/2021
DATE

ARE YOU AN ORANGE COUNTY OFFICER, EMPLOYEE OR APPOINTED OFFICIAL? YES ___ NO ___

IF YES, WHAT DEPARTMENT AND WHAT IS YOUR TITLE? _____

BID DOCUMENT RECEIVED DATE: _____

ERIC RUSCHER, Director Real Property Tax

Subject to approval by Orange County. Date Approved by Orange County Legislature: _____

OFFICE OF REAL PROPERTY TAX SERVICE
255 Main Street, Goshen, New York 10924
PHONE: (845) 291-2490

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$3,500.00 within the Economic Development 2021 budget in the following manner:

FROM

A. 6200. 401
Travel

AMOUNT

\$3,500.00

TO

A.6200.400
Contractual

CITY OF MIDDLETOWN
Office of Economic & Community Development

November 9, 2021

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

RECEIVED
NOV 10 2021
City Clerk
City of Middletown

RE: Office of Economic Development/Dept 6200

Dear Members:

I am requesting a budget transfers within the Economic Development budget.

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A. 6200. 401	\$3,500.00	A.6200.400
Travel		Contractual

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to approve the attached amendment easement extension and authorize the Mayor to sign the easement extension agreement between the City and Amy's Kitchen Manufacturing Facility to connect to the City sewer and water systems with a new extended date of December 31, 2023.

Department of Public Works

Memorandum

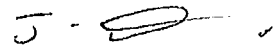
RECEIVED

NOV 10 2021

City Clerk
City of Middletown

To: Honorable Mayor Joseph DeStefano

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



Date: 11/4/2021

RE: Utility Agreement Extension- Amy's Kitchen

Dear Mayor DeStefano,

I have reviewed the enclosed document regarding an extension on the current agreement with Echo Lake Water and Sewer Works. I recommend approving the extension subject to yours and Alex's review and approval. I will discuss further with you later on.

Respectfully submitted.



**JACOBOWITZ
AND GUBITS^{LLP}**
COUNSELORS AT LAW

October 26, 2021

Gerald N. Jacobowitz**
David B. Gubits**
Howard Protter
Donald G. Nichol**
Larry Wolinsky**
J. Benjamin Galley
John C. Cappello
George W. Lithco**
Michele L. Babcock
Gary M. Schuster
Marcia A. Jacobowitz
William E. Duquette
Kara J. Cavallo
Kelly A. Pressler
Michael Wagner*
Marissa G. Weiss
Michael J. Kenney
Rebecca B. Mantello
Christina Randazzo**
Kara M. Nelson
Cynthia J. Hand

*Admitted in NJ
**OF COUNSEL

REPLY TO:
158 Orange Avenue
P.O. Box 367
Walden, NY 12586
tel. (845) 778-2121
fax (845) 778-5173

548 Broadway
Monticello, NY 12701
tel. (845) 791-1765
fax (845) 794-9781

JACOBOWITZ.COM

Hon. Joseph M. De Stefano, Mayor
City of Middletown
16 James Street
Middletown, New York 10940

Re: Utility Easement Agreement w/ Echo Lake Water-Works and
Echo Lake Sewer-Works Transportation Corporations
Our File: 12399-001

Dear Mayor DeStefano:

This letter is to request an amendment of paragraph 34 of the above referenced Utility Easement Agreement to extend the December 31, 2021, date set forth in that paragraph to December 31, 2023. Paragraph 34 of the Agreement provides in relevant part that the Utility easement will terminate on December 31, 2021, if the "Amy's Kitchen Manufacturing Facility is not constructed and connected to the City of Middletown sewer and water systems." The Agreement further provides that the December 31, 2021, termination date may be extended for "good cause" and that a request for extension "shall not be unreasonably withheld."

As you are aware, all the external water and sewer infrastructure has been constructed and connected to the City of Middletown sewer and water systems and the first building component of the Amy's Kitchen project (i.e. the Welfare Building) has been constructed. However, the Amy' Kitchen Manufacturing Facility has not been completed and connected. It should come as no surprise that the delay in construction of the Manufacturing Facility is the direct result of the Covid-19 Pandemic and its fallout including but not limited to labor stoppages and shortages, substantial increases in construction costs and supply chain issues. Ongoing construction of the Manufacturing Facility is now scheduled to commence in the Spring of 2022 with its completion in the Spring/early Summer of 2023 and commencement of food production in the Fall of 2023.

We have prepared and enclosed a simple amendment of the Utility Easement Agreement to reflect the requested new termination date. Once the City

has acted on this requested amendment, please execute the amendment and accompanying TP-584, return it to me and we will cause the amendment to be recorded in the Office of the Orange County Clerk.

We appreciate your understanding and cooperation and, if you have any questions or require any revisions to the enclosed documents, please do not hesitate to contact me.

Very truly yours,

Larry Wolinsky

Larry Wolinsky

/LW
Encs.

cc: Amy's Kitchen, Inc.

AMENDMENT TO UTILITY EASEMENT AGREEMENT

THIS AMENDMENT TO UTILITY EASEMENT AGREEMENT is made this ___ day of November, 2021, by and among the CITY OF MIDDLETOWN, a municipal corporation of the State of New York, having its principal place of business at 16 James Street, Middletown, New York 10940 (hereinafter "GRANTOR"), and ECHO LAKE WATER-WORKS CORPORATION and ECHO LAKE SEWER-WORKS CORPORATION, Transportation Corporations formed pursuant to Article 1, Section 3 of the Transportation Corporations Law, having their address and principal place of business at 1650 Corporate Circle, Petaluma, California 94952 (hereinafter "GRANTEES");

W I T N E S S E T H

WHEREAS, GRANTOR and GRANTEES entered into a Utility Easement Agreement dated the 5th day of November, 2018 which agreement was recorded on December 18, 2018, in the office of the Orange County Clerk at Liber 14502, Page 1404 and pertains specifically to those properties designated on the City of Middletown Tax Maps as Section 49, Block 1, lot 8; the Town of Wawayanda Tax Maps as Section 1, Block 1, Lots 1-1-4.11 and 1-1-4.12, Section 3, Block 3, Lot 6 and Section 6, Block 1, Lot 10; and on the Town of Goshen Tax Maps as Section 12, Block 1, Lot 7.11; and

WHEREAS, paragraph 34 of said Utility Easement Agreement provides, in relevant part, that "in the event the Amy's Kitchen Manufacturing Facility is not constructed and connected to the City of Middletown sewer and water systems on or before December 31, 2021, this easement shall terminate"; and

WHEREAS, GRANTOR and GRANTEES wish to extend the December 31, 2021 termination date; and

WHEREAS, GRANTEES have demonstrated good cause for extension of said termination date.

NOW THEREFORE, in consideration of the foregoing and the substantial benefit that will inure to the parties by extension of the termination date, it is hereby agreed as follows:

1. Paragraph 34 of the Utility Easement Agreement is hereby amended to delete the date December 31, 2021 and replace said date with the new date of December 31, 2023.
2. Except for the change of date referenced in paragraph 1 above, all terms, obligations and conditions in the Utility Easement Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Utility Easement Agreement to be duly executed by the parties.

GRANTOR
CITY OF MIDDLETOWN

By: _____
Name: Joseph M. DeStefano
Title: Mayor

GRANTEE
ECHO LAKE WATER-WORKS
CORPORATION

BY: _____
Name: Michael L. Resch
Title: Vice President

GRANTEE
ECHO LAKE SEWER-WORKS
CORPORATION

By: _____
Name: Michael L. Resch
Title: Vice President

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

On November __, 2021, before me, the undersigned, a Notary Public in and for the State of New York, appeared Joseph M De Stefano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument

Notary Public – State of New York

STATE OF CALIFORNIA)
)
COUNTY OF SONOMA)

On November __2021, before me, Carol Schwartz, Notary Public, personally appeared Michael L. Resch who proved to e on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
)
COUNTY OF SONOMA)

On November __2021, before me, Carol Schwartz, Notary Public, personally appeared Michael L. Resch who proved to e on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

AMENDMENT TO UTILITY EASEMENT AGREEMENT

THIS AMENDMENT TO UTILITY EASEMENT AGREEMENT is made this ___ day of November, 2021, by and among the CITY OF MIDDLETOWN, a municipal corporation of the State of New York, having its principal place of business at 16 James Street, Middletown, New York 10940 (hereinafter "GRANTOR"), and ECHO LAKE WATER-WORKS CORPORATION and ECHO LAKE SEWER-WORKS CORPORATION, Transportation Corporations formed pursuant to Article 1, Section 3 of the Transportation Corporations Law, having their address and principal place of business at 1650 Corporate Circle, Petaluma, California 94952 (hereinafter "GRANTEES");

W I T N E S S E T H

WHEREAS, GRANTOR and GRANTEES entered into a Utility Easement Agreement dated the 5th day of November, 2018 which agreement was recorded on December 18, 2018, in the office of the Orange County Clerk at Liber 14502, Page 1404 and pertains specifically to those properties designated on the City of Middletown Tax Maps as Section 49, Block 1, lot 8; the Town of Wawayanda Tax Maps as Section 1, Block 1, Lots 1-1-4.11 and 1-1-4.12, Section 3, Block 3, Lot 6 and Section 6, Block 1, Lot 10; and on the Town of Goshen Tax Maps as Section 12, Block1, Lot 7.11; and

WHEREAS, paragraph 34 of said Utility Easement Agreement provides, in relevant part, that "in the event the Amy's Kitchen Manufacturing Facility is not constructed and connected to the City of Middletown sewer and water systems on or before December 31, 2021, this easement shall terminate"; and

WHEREAS, GRANTOR and GRANTEES wish to extend the December 31, 2021 termination date; and

WHEREAS, GRANTEES have demonstrated good cause for extension of said termination date.

NOW THEREFORE, in consideration of the foregoing and the substantial benefit that will inure to the parties by extension of the termination date, it is hereby agreed as follows:

1. Paragraph 34 of the Utility Easement Agreement is hereby amended to delete the date December 31, 2021 and replace said date with the new date of December 31, 2023.
2. Except for the change of date referenced in paragraph 1 above, all terms, obligations and conditions in the Utility Easement Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Utility Easement Agreement to be duly executed by the parties.

GRANTOR
CITY OF MIDDLETOWN

By: _____
Name: Joseph M. DeStefano
Title: Mayor

GRANTEE
ECHO LAKE WATER-WORKS
CORPORATION

BY: _____
Name: Michael. L. Resch
Title: Vice President

GRANTEE
ECHO LAKE SEWER-WORKS
CORPORATION

By: _____
Name: Michael L. Resch
Title: Vice President

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

On November __, 2021, before me, the undersigned, a Notary Public in and for the State of New York, appeared Joseph M De Stefano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument

Notary Public – State of New York

STATE OF CALIFORNIA)
)
COUNTY OF SONOMA)

On November __2021, before me, Carol Schwartz, Notary Public, personally appeared Michael L. Resch who proved to e on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
)
COUNTY OF SONOMA)

On November __2021, before me, Carol Schwartz, Notary Public, personally appeared Michael L. Resch who proved to e on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	City of Middletown	
☒ Corporation	Mailing address 16 James Street	SSN
☐ Partnership	City State ZIP code Middletown NY 10940	Employer Identification Number (EIN)
☐ Estate/Trust	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Single member LLC		
☐ Multi-member LLC		
☐ Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	Echo Lake Water-Works Corporation; Echo Lake Sewer-Works Corporation	
☒ Corporation	Mailing address 1650 Corporate Circle	SSN
☐ Partnership	City State ZIP code Petaluma CA 94952	EIN 82-2762405/ 82-2749098
☐ Estate/Trust	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☐ Single member LLC		
☐ Multi-member LLC		
☐ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
		See Attached		

Type of property conveyed (mark an X in applicable box)

1 ☐ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1"><tr><td>11</td><td></td><td>2021</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	11		2021	month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
11			2021						
month	day	year							
2 ☐ Residential cooperative	7 ☐ Office building								
3 ☐ Residential condominium	8 ☐ Four-family dwelling								
4 ☐ Vacant land	9 ☒ Other <u>Easement</u>								
5 ☐ Commercial/industrial									

**Condition of conveyance
(mark an X in all that apply)**

a. ☒ Conveyance of fee interest	f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. ☐ Option assignment or surrender
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)	g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. ☐ Leasehold assignment or surrender
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)	h. ☐ Conveyance of cooperative apartment(s)	n. ☐ Leasehold grant
d. ☐ Conveyance to cooperative housing corporation	i. ☐ Syndication	o. ☐ Conveyance of an easement
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. ☐ Conveyance of air rights or development rights	p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. ☐ Contract assignment	q. ☐ Conveyance of property partly within and partly outside the state
		r. ☐ Conveyance pursuant to divorce or separation
		s. ☒ Other (describe) <u>Amendment to Easement</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		00
2.		00
3.		00
4.		00
5.		00
6.		00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☒
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b. ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c. ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d. ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e. ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name Joseph M. DeStefano	Date 11 / / 2021
Signature	Print full name Michael L. Resch	Date 11 / / 2021
Signature	Print full name Michael L. Resch	Date 11 / / 2021
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

LOCATION AND DESCRIPTION OF PROPERTY

Tax Map Designation	SWIS Code	Street address	Muni.	County
Section 49 Block 1 Lot 8	330900	159 Dolson Av.	Middletown	Orange
Section 1 Block 1 Lot 4.11	335600	Dolsontown Rd	Wawayanda	Orange
Section 1 Block 1 Lot 4.12	335600	Dolsontown Rd	Wawayanda	Orange
Section 3 Block 3 Lot 6	335600	Co Rt 50	Wawayanda	Orange
Section 6 Block 1 Lot 10	335600	Co Rt 50	Wawayanda	Orange
Section 12 Block 1 Lot 7.11	333089	103 Fischer Lane	Goshen	Orange

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: _____

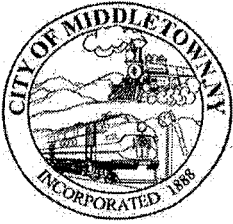
NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$27,000.00 within the 2021 budget for a portion of the purchase of 2 all-terrain Litter Vacuums to be purchased by the City for use in the downtown area and Parks and Recreation in the following manner:

FROM
A.4785
ARPA

AMOUNT
\$27,000

TO
A.6200.201
Econ Dev. Vehicles



DEPARTMENT OF FINANCE City Of Middletown

Kelly A. Kelly
Treasurer

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

RECEIVED

NOV 10 2021

City Clerk
City of Middletown

November 10, 2021

To: The Board of Estimate

From: Kelly Ann Kelly

I am requesting the following budget transfer for a portion of the purchase of 2 all-terrain Litter Vacuums to be purchased by the City for use in the downtown area and Parks and Recreation:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A.4785	\$27,000	A.6200.201
ARPA		Econ Dev. Vehicles

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$155,000.00 within the Economic & Community Development Department pending the CDBG amendment approval by HUD. The funds will be provided to the City through the CARES Act, CDBG-CV.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment that the following funds are to be applied toward the purchase of 2 all-terrain litter vacuum/compact urban cleaning vehicles. The electric unit will be for the Downtown BID and the diesel unit will be for the Parks Department in the following manner:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
CD 8686.907	\$155,000.00	A.6200.201
COVID-19		Vehicles

CITY OF MIDDLETOWN
Office of Economic & Community Development

November 10, 2021

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

RECEIVED

NOV 10 2021
City Clerk
City of Middletown

RE: Office of Economic Development/Dept 6200

Dear Members:

I am requesting a budget transfers within the Economic & Community Development Department pending the CDBG amendment approval by HUD. Funds were provided to the City through the CARES Act, CDBG-CV.

These funds are to be applied toward the purchase of 2 all-terrain litter vacuum/compact urban cleaning vehicles. The electric unit will be for the Downtown BID and the diesel unit will be for the Parks Department.

FROM
CD 8686.907
COVID-19

AMOUNT
\$155,000.00

TO
A.6200.201
Vehicles

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to accept a donation from the Downtown Middletown Business Improvement District in the amount of \$25,000.00 for the purchase of an electric all terrain litter vacuum/compact urban cleaning vehicle for Downtown Middletown Business Improvement District.

CITY OF MIDDLETOWN
Office of Economic & Community Development

November 10, 2021

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

RECEIVED
NOV 10 2021
City Clerk
City of Middletown

RE: Donation

Dear Members:

I am requesting authorization to accept a donation from the Downtown Middletown Business Improvement District in the amount of \$25,000.00 for the purchase of an electric all terrain litter vacuum/compact urban cleaning vehicle.

This vehicle is to be utilized within the Downtown Middletown Business Improvement District. This contribution was approved by the Board of Directors of the BID.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 11-16-21

Index No: 250-21

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				

RESOLVED; that the Common Council of the City of Middletown hereby concurs with the Board of Estimate and Apportionment to approve the purchase of 47 Sproat Street from the bulk lien provider to ensure the City's interest in this property due to the significant cost incurred from the court ordered demolition of the property.

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 all documents pertaining to the purchase and selling of the property.

**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: 11-16-21

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

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