

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
SEPTEMBER 07, 2021**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES Council Meeting August 3, 2021
Council Meeting August 17, 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 accept a donation of \$1,300 for the purchase of benches for the Recreation & Parks Department.
 - Resolution to authorize the Mayor to sign a proposal from CDM Smith for additional professional engineering services to continue grant project support for the City of Middletown.
 - Resolution to authorize the Mayor to sign an updated proposal from B&L to provide additional engineering design services for the new Middletown Courthouse Renovation Project.
 - Resolution to authorize the Treasurer to transfer \$75,000.00 within the DPW budget due to a major increase in overtime hours worked by the department due to the distribution of the new garbage and recycling carts.
 - Resolution to authorize the Mayor to sign a contract with New York Security Systems Inc for the Video Surveillance and Access Control System Service/Contract Maintenance program.
 - Resolution to authorize the Treasurer to transfer \$15,000.00 of the Middletown Recreation & Parks Department to cover insufficient funds due to multiple vehicle breakdowns.



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
SEPTEMBER 07, 2021**

- Resolution to authorize the request from the Ulster County the use of the mobile stage on Saturday, September 11, 2021.
 - Resolution to increase the Deputy Commissioner's annual pay for taken on the Plumbing Inspector duties.
 - Resolution to amend the City Code to remove from Chapter 460 Vehicle and Traffic, (63) handicap sign at 14 Houston Avenue.
13. LOCAL LAWS
- Introduction of Local Law #2 of 2021: INCREASING THE TERMS OF THE DEPUTY COMMISSIONERS OF PUBLIC WORKS
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.





August 3, 2021
Common Council Meeting
16 James Street
Middletown, New York 10940

P R E S E N T

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

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>
Joel Sierra, Legislator	3
Leilani Lockett	5
Mayor DeStefano	7
Kelly Ann Kelly	10
Marie Bruni, Economic Development	11
Jacob Tawil, DPW Commissioner	12
Ald. Johnson	17
Nick Barber, Fire Chief	20
Don Paris, Treasurer	21
John Ewanciw, Police Chief	21
Richard Croughan, Corporation Counsel	23
John Naumchik, City Clerk	23
Ald. Masi	23
Ald. Green	24
Ald. Johnson	24, 27
Ald. Kleiner	25, 30
Ald. Jean-Francois	26
Ald. Burr	26

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, Masi, President
6 Rodrigues.

7 3. Approval of Minutes

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

9 **COUNCIL CLERK:** Tonight we have two minutes to
10 approve; council meeting June 15th, 2021 and council
11 meeting July 6th, 2021.

12 **ALD. MASI:** So moved.

13 **PRESIDENT RODRIGUES:** Motion by Alderman Masi
14 for both meetings, second by Alderman Green. All in
15 favor.

16 **COUNCIL MEMBERS:** Aye.

17 4. Correspondence, Communications and Reports

18 **PRESIDENT RODRIGUES:** Correspondence.

19 **COUNCIL CLERK:** Nothing this evening.

20 5. For The Good of the City

21 **PRESIDENT RODRIGUES:** For the Good of the City,
22 anyone who would like to address the council please step
23 forward.

24 **UNKNOWN SPEAKER:** Come up to the microphone.

25 **SILVIA SANCHEZ:** Hi, good evening. My name is
AMERICAN LEGAL TRANSCRIPTION (845) 452-3090

1 Sylvia Sanchez.

2 **PRESIDENT RODRIGUES:** You can take the mask
3 off.

4 **SILVIA SANCHEZ:** Okay. Thank you.

5 I reside in 1012 Spring Street. I have a
6 fence. My concern is my fence that I -- it was built in
7 2001. I came for approval that was approved. But my
8 fence needs to be replaced. And the inspector went to my
9 address and he told me that it has to come down to 4
10 feet, right now the back -- the back of my house he says
11 in opposition because the way my house is built. I have
12 some pictures. And I have the paper that it was approved
13 2001.

14 **PRESIDENT RODRIGUES:** Okay. The -- the
15 gentleman behind you, Mr. Tawil, you can give him the
16 pictures.

17 **SILVIA SANCHEZ:** I'm sorry.

18 **JACOB TAWIL:** That's all right.

19 **PRESIDENT RODRIGUES:** I promoted him. I
20 promoted Gerard.

21 **SILVIA SANCHEZ:** Thank you.

22 **PRESIDENT RODRIGUES:** All right. Thank you.
23 He'll look at it. He'll let you know. Just give him
24 your number and everything.

25 **SILVIA SANCHEZ:** Okay.

1 **PRESIDENT RODRIGUES:** All right.

2 **SILVIA SANCHEZ:** Okay. The reason also is
3 because I -- I already -- I didn't know the inspector
4 will say that. So to replace my fence, I -- I got it set
5 up the appointment a few months back. And it's already
6 been paid and it's just to come and replace it.

7 **PRESIDENT RODRIGUES:** Okay.

8 **SYLVIA SANCHEZ:** So that's why I think it's in
9 this month, so I just want to make sure. But my fence is
10 still standing, all broken up. That's the reason we're
11 going to replace it.

12 **PRESIDENT RODRIGUES:** Okay.

13 **SILVIA SANCHEZ:** But thank you.

14 **PRESIDENT RODRIGUES:** No, thank you.

15 **SILVIA SANCHEZ:** Thank you so much.

16 **PRESIDENT RODRIGUES:** And Jacob will take care
17 of it.

18 **SILVIA SANCHEZ:** Thank you.

19 **PRESIDENT RODRIGUES:** All right. Thank you.

20 **VINCENT CRESCENZO:** Hi, Vince Crescenzo, 30
21 Watkins Avenue. Three things, the Fancher-Davidge Park,
22 the pool and the what's that splash pad I think it's
23 called. That is the most amazing place in Middletown.
24 We bring our four-year old granddaughter there on
25 Fridays. She stays with us on Fridays. She has the best

1 time there. It is so well run. We feel so safe. The
2 lifeguards are always on duty. Nobody is, you know,
3 nobody -- it's -- it's great and I have a lot of fun
4 there. That's one.

5 Number two, as a Board of Ed member, you
6 probably know that we're going to do some improvements on
7 the Twin Towers building smoothly. It was built in 19 --
8 I got some notes here, but built in -- started in 1939,
9 finished in 1941. It was a WPA project. It was built to
10 house 780 students or so. Two years ago we had up to
11 1,000 in there. And you understand what that problem is.
12 Just -- just the cafeteria alone there were three or four
13 lunch periods, the rooms are crowded.

14 But the number one problem, well, there were a
15 lot of problems. But a serious problem is the
16 ventilation. And that was identified during the COVID
17 crisis by State Ed and -- and the Health Department. So
18 that's our number one priority. We're going to redo the
19 ventilation. We're going to air condition. That's the
20 only building, school building in the district that's not
21 air conditioned. That's number one.

22 Over the past 5, 10 years we've done masonry
23 restoration and closed the front entrance for security
24 station, hazardous material abatement. The asbestos is a
25 problem in any building that size. But it's not a

1 problem at this time because whatever -- wherever there
2 is asbestos it's abated. But when you remove carpet, the
3 floor tile, you -- you want to put plumbing in the wall,
4 you've got to you, you know, fence off the whole -- the
5 whole area. So we're on top of that and we're doing
6 that.

7 And then there's historic preservation. You
8 noticed the towers have been repaired. There was, like,
9 a black stain running down the freeze at the top. And
10 it's constant maintenance. The -- the masonry is so
11 porous that the water sucks in there, gets into the
12 building, goes between the walls and everything, and all
13 of that's being done.

14 And then we're looking at -- we're going to
15 look at drop-off alternatives for the kids. This is a
16 joke. But if we could get the City's approval to do
17 eminent domain -- domain and tear down those houses on --
18 on Grand Avenue. All right.

19 So, anyway, I can't give you a lot of
20 information because -- not because I don't want to, it's
21 just we don't have it. We have three plans that we're
22 looking at various costs and various degrees of
23 improvement. But one of the things -- some of the things
24 we really are going to accomplish is instructional space
25 for innovation and collaboration as in all of our other

1 buildings, especially the high school. Next gen core
2 classroom learning environments, science technology and
3 engineering labs which really aren't there now. They're
4 -- they're too small. You can't do the robotics and what
5 have you. It's -- it's just too small.

6 Enhanced fine arts spaces, bilingual E and L
7 and world language spaces. You know, there are 14
8 different languages spoken in -- in the district.
9 Student support space, staff, professional development,
10 and exterior play areas.

11 Like I said, we have three different plans
12 going. The only thing we've approved so far is the SECRA
13 (phonetic) and the district will be the lead agency for
14 that.

15 And the good news at this time and I'm sure it
16 will be at the end is that, you know, due to the
17 administration's extensive financial planning and the
18 Board's approvals, we have the money in the various fund
19 balance and through grants and what have you. The air
20 conditioning is going to come from the American Recovery
21 Act.

22 So at this time and we believe this to be true,
23 when this is finished, it won't be any additional cost to
24 the taxpayers. And it will be anywhere -- depending on
25 the plan we want to do, it's going to be anywhere from

1 four to five years before you can actually go through the
2 door. I mean, it's going to take five, six months just
3 for State Ed to approve the plans and what have you.

4 And the last thing, last Friday in the
5 afternoon, my wife was home, she heard three gunshots go
6 off on Commonwealth, yeah, Commonwealth Avenue. And
7 police response was intensive, state troopers, Middletown
8 Police, what have you. We haven't heard a thing. We
9 don't know what happened. We don't know, you know, if
10 it's -- if the problem has been resolved. It's
11 disconcerting. You know, that's pretty serious gunshots
12 going off.

13 We've had issues in the community before. And
14 a total respect for this police department. They handled
15 it. We had, I don't know what the right adjective is,
16 but we had a family across the street that really, really
17 caused a tremendous amount of problems. They're gone.
18 So, again, we don't know why we weren't informed about
19 what happened then, if and when we will be so.

20 That's it. That's all I got. Thank you so
21 much. Let me sign my name here. Thanks.

22 **PRESIDENT RODRIGUES:** Anyone else would like to
23 address the council?

24 **Nancy DeLauro:** Good evening. I live in 50
25 Broad Street in Middletown. I live next door to a house

1 that was taken down by an abatement company that the City
2 had retained services from about I'm going to say five
3 years ago. The field that is left has been overgrown.
4 DPW comes, I guess, on a schedule and they do take care
5 of the front part of the lawn and property, but the back
6 of that field which is the property of that house which
7 is now no longer standing and that property is owned by
8 the City is a jungle. It is overgrown. There's all
9 kinds of critters leaving -- living in the back. One of
10 them happen to take up residence in my porch overhead.
11 There's opossum, raccoons, skunks that I've all seen
12 coming out of there that have nested.

13 And I have come to DPW before. I've requested
14 that when they do show up the crew to please go in the
15 back and trim all of those trees. And -- and they're
16 overgrown onto my fence, onto my property. I just never
17 seem to get any real response to my -- my issue.

18 **PRESIDENT RODRIGUES:** Is it property 52 Broad?

19 **Nancy DeLauro:** Correct.

20 **Ald. Masi:** What number again?

21 **Nancy DeLauro:** 52.

22 **PRESIDENT RODRIGUES:** 52 Broad Street.

23 **Ald. Masi:** 52. They'll be someone there
24 tomorrow.

25 **Nancy DeLauro:** Thank you.

1 **PRESIDENT RODRIGUES:** Thank you.

2 **Nancy DeLauro:** You're welcome.

3 **PRESIDENT RODRIGUES:** Anyone else?

4 **DIANE ECCHER:** Hi, I'm Diane. I live on Grand
5 Avenue, 125 Grand Avenue. I've been here for about 19
6 years. And I'm also a small business owner. My husband
7 and I owned J Gatto & Sons Carpet Cleaning and Floor
8 Care. And we also do office -- office cleaning. Been in
9 business for 38 years. My husband passed away last year
10 in 2020, so I inherited the business.

11 I'm just here to say hello. I -- I retired as
12 an accountant in the end of last year and I have some
13 free time. I'd like to get involved in the City. I was
14 involved very briefly. I live in Ward 1 which I'm sure
15 everybody knows. I was involved in -- there was a
16 neighborhood watch at that time when I first moved in 19
17 years ago and so I was involved with that a little bit.
18 And I do some volunteer work for the warming station in
19 Middletown in the wintertime.

20 So I'd just like to say hello. And, you know,
21 say I'm available to -- I'm also very, very interested in
22 a Pride Committee. I understand there is a Pride
23 Committee. And that Pride Committee is actually like a
24 cleanup committee which I also am very, very interested
25 and excited about because I'm one of those people that

1 goes around and picks up garbage on the street and all of
2 that. My kids were always making fun of me.

3 But that's about it. But I -- I am also
4 interested in a Pride Committee, LGPTQ Committee and see
5 what we can -- we can do and maybe see what kind of
6 interest there is. And that's about it and thank you.

7 **PRESIDENT RODRIGUES:** Thank you.

8 Anyone else? Okay.

9 6. Remarks of the Mayor

10 (None.)

11 7. Remarks of the Public Heads

12 **PRESIDENT RODRIGUES:** Remarks of all the
13 Department heads, Economic Development.

14 **MARIA BRUNI, ECONOMIC DEVELOPMENT:** Good
15 evening, everyone.

16 Just an update on the 8-10 Mulberry Street, the
17 -- where the warming station is going to be moving to.
18 There's bids out right now for the exterior work; the
19 roofing, the siding, the sidewalk, and some other
20 improvements. So that's moving along. The bids, I
21 believe, are due August 17th.

22 The interior is just about done. The kitchen
23 is being finalized. And the warming station folks are
24 going to start moving their goods and their equipment and
25 stuff next week with the help of DPW. I thank Jacob for

1 his help to assist in that.

2 Also, earlier this evening, we had a CDA
3 meeting, Community Development Agency. And I reported on
4 21 Pine Street, one of our home rehabs and Home Ownership
5 Program. That's completed and it's -- we have an
6 approved home buyer, so that's moving along. And we look
7 forward to having someone in that home quite soon.

8 And our concert started. The farm market is
9 going pretty strong. So things are, you know, moving
10 along.

11 That's all I have for tonight.

12 **PRESIDENT RODRIGUES:** Any questions for Maria?

13 Thank you, Maria.

14 **MARIA BRUNI, ECONOMIC DEVELOPMENT:** Thank you,
15 Maria.

16 **PRESIDENT RODRIGUES:** DPW Commissioner.

17 **JACOB TAWIL, DPW COMMISSIONER:** Good afternoon
18 all.

19 So, we'll start off with our reservoirs. For
20 Alderman Masi, we're almost at capacity. It's -- it's
21 about 96 percent, so we're in good shape for this time of
22 the year, very good shape.

23 The other issue I will start with the comments
24 in here regarding the fence on Spring Street. We will
25 look into with Code Enforcement.

1 50 Broad Street, it's unfortunate because I
2 just have not heard about it. I will look into it. I
3 will speak to the lady who expressed her concerns and
4 maybe find out who she talked to. And -- and we'll get
5 it taken care of. So, hopefully, hopefully, we can --
6 we'll have some time to chat after -- after the meeting.

7 So, regarding the garbage, the garbage and the
8 process we're doing in sanitation. The process has been
9 100 percent really success beyond our expectations so
10 far. We still need the cooperation of our residents by
11 placing the carts away from mailboxes, please, and away
12 from cars, parked cars. That's very important to do that
13 because otherwise it will become, you know, time drag on
14 our men. They have to leave -- they have to step out of
15 the truck, move your cart away, then pick it up, dump it,
16 and then put it down and so on and so forth. So please
17 help us out.

18 Very few people are still not getting the
19 message that you cannot leave any garbage outside the
20 city-provided carts or in a separate containers in there
21 because they will not be picked up.

22 We had a tremendous effort by Code Enforcement
23 in there to go and greet people and let them know that,
24 hey, you cannot do this, please take it away, put it
25 inside the container. If the container is not large

1 enough for you, then you have to request another
2 container or another cart from DPW, but it has to be
3 city-issued carts.

4 And many people, again, you know, the majority
5 of the people are responding. Some people are still not
6 getting the message for whatever reason. So the Mayor
7 he's going to be sending our standard two-page brochure
8 and our water bill, basically, to remind people of what
9 needs to be done and what -- what the process.

10 Our Code Enforcement is still getting the list
11 from our Sanitation Department and following through with
12 it. So please help us out, so that we can -- we can --
13 we can have a tremendous -- tremendously success
14 operation and -- and be an example for other communities
15 around us.

16 The drivers, again, like I said the last
17 meeting, they are thrilled with it. They are confident.
18 They are gaining more and more confident every day and
19 being more and more productive every day as they use
20 these trucks. And, again, it will cut down significantly
21 in our workmen's comp. Will cut down in our men getting
22 hurt. And it will be a much cleaner city.

23 Another item, the paving operation. I want to
24 express my sincere regards and thanks to all the
25 residents who have cooperated with us and they have

1 endured this very aggressive paving program.

2 This year we have done paving like I reported
3 to you earlier before about five to six times as much as
4 we do every year. That's a huge amount of paving in
5 there. And -- and we're very proud of it. And we're
6 especially proud with all the people who came out, they
7 put signs in front of their lawns thank you very much for
8 making our streets beautiful again. And putting donuts
9 and coffee and water and ice for the men who worked
10 through tough -- very, very tough and long hours. And I
11 want to really sincerely thank our residents for being
12 cooperative.

13 Again, we regret the rough roads that you had
14 to endure with. The good news is tomorrow we will
15 conclude our paving for this year. So everything will be
16 done this year. And after that, we'll start catching up
17 with the remainder of our duties as DPW including chasing
18 other potholes and -- and so on and so forth. But this
19 year, I mean, really about \$3 million is going to be
20 dedicated towards the paving program which is a huge
21 amount for a municipality of our size.

22 And we thank the Mayor, obviously, and the
23 council for supporting us financially. And -- and
24 especially our residents.

25 Traffic operation, again, that's a huge project
AMERICAN LEGAL TRANSCRIPTION (845) 452-3090

1 that's out for bid right now. Just reminder for the
2 contractors, it's -- when we have all the numbers
3 together. It's around \$26 million. That includes design
4 and inspection and construction, so on. So it's a huge
5 undertaking that's going to be taking place over two
6 years in the City of Middletown. And that is replacing
7 the signalized intersections throughout the city and
8 promoting safer -- safer walking for our pedestrians and
9 plugging all the voids in between the curbs and sidewalks
10 on Dolson Avenue and throughout downtown and throughout
11 the area.

12 So we invite all the contractors to take out
13 the plans and specs. The contractor opening is going to
14 be delayed towards the end of August. The reason behind
15 it is when we started the design for this project about
16 three years ago, we wanted to install camera system or
17 visual imaging -- imaging system in there rather than the
18 buried loop within the asphalt. DOT did not approve it
19 at that time, so we proceeded. Now, DOT came out and
20 they are encouraging everybody to switch over from the
21 buried loop within the pavement to -- to the camera
22 system or the imagining system. So now we're delaying
23 the bid opening to issue an addendum, so that we can
24 incorporate the imaging system which is, basically,
25 nothing is buried in the concrete, less damage, less

1 hassle, less maintenance. Everything is above ground in
2 there. There's going to be some cameras in there
3 watching the traffic and the vehicles. And we'll adjust
4 the timing accordingly and open up and close up roads
5 accordingly. So we're very excited about that.

6 Another big project we're working on is
7 replacing water storage tanks, two of them, in the City.
8 They're very old and they need immediate attention and
9 repainting another one. And we just got almost 99
10 percent approval from the DOH to -- with the technical
11 aspect of it. We have to sign a contract with Mount
12 Carmel to purchase a property. That is required to build
13 Mountain Avenue tank because Mountain Avenue tank is very
14 essential. It's only one tank and the low pressure
15 system. So we need to purchase the site next to it, so
16 that we can build a new tank, then abandon the existing
17 tank. So that's where we are right now with negotiation
18 with Mount Carmel. They're very helpful. And hopefully
19 we can sign the contract very soon. It's in the hands of
20 Alex Smith, right now, our corporation counsel under
21 review. Hopefully, next meeting will have resolution for
22 you to approve the Mayor to sign the purchase of the
23 property for the appraised value and so that the project
24 can move forward. Significant amount of funding for this
25 project is grant from EFC. And some of it is low-

1 interest loan.

2 The water -- water -- the water main project
3 from the water treatment plant down to Monhagen Avenue,
4 we're having some issues with the pipe and we're trying
5 to work it out. I just want to report to you the reason
6 for the delay.

7 Davidge Park expansion, the -- the Council
8 President is very interested in that. He keeps asking me
9 about it all the time and so is Alderman Johnson and
10 Ramkissoon. The work is really progressing. And right
11 now we're at a point where we've going to have to start
12 coordination between the electrical contractor and the
13 GC, so that the electrical will do the work, the
14 electrical contractor. DPW would be doing the excavation
15 on backfilling for the electrical contractor. This is
16 how we structure the bid, so that we can save some
17 funding.

18 And with that, I will conclude my remarks for
19 this evening. Any questions?

20 **PRESIDENT RODRIGUES:** Any questions for Jacob?
21 Thank you, Jacob.

22 City Treasurer.

23 **KELLY ANN KELLY, CITY TREASURER:** Hi,
24 everybody. Well, I made it through my second day. I got
25 to meet most of the department heads, met with all the

1 finance staff, they're all lovely. Janet is coming back
2 on Friday to kind of give me some guidance which I
3 thought was very nice. Obviously, Don is still here.
4 He's wonderful. We're gearing up to get the preliminary
5 budgets out for 2022 in the next couple of weeks to the
6 department heads. Hopefully, getting a tour of the city
7 tomorrow. And if you guys want anything different or
8 changes, please make sure you reach out to me and we can
9 do whatever you want.

10 **PRESIDENT RODRIGUES:** Okay. Thank you. Any
11 questions for Kelly?

12 **PRESIDENT RODRIGUES:** Thank you.
13 Police Chief.

14 **JOHN EWANCIW, POLICE CHIEF:** Good evening,
15 Council. So the last couple of weeks have been a little
16 busier for us than we have seen thus far this year. As
17 you've heard from one of our constituents and from other
18 communications, we've had some shots fired calls. We've
19 actually -- actually also had a shooting this past
20 Saturday night into Sunday morning on Dolson Avenue.

21 So it's not for that we don't want to put out
22 details, these are ongoing investigations that we have to
23 be very cautious of what details we do put out at this
24 time, not to jeopardize the investigation. I can ensure
25 each and every one of you and every member of the

1 community that the men and women of the police department
2 are working diligently putting in extremely long hours
3 using all types of technology and other resources, our
4 partners and other law enforcement organizations to
5 resolve these matters.

6 I am to say that we did make an arrest in the
7 Commonwealth situation for Friday. The individual was
8 located and arrested, so that's a positive. But we still
9 have a long way to go because there's still a lot more
10 going on there.

11 One thing that has come up again and I've heard
12 it multiple times and I know I've said it here in the
13 past is we are hearing from the community that they don't
14 want to call us, they don't want to bother us. We need
15 the community to be participant in these situations. We
16 need participate in these situations. We need them to be
17 willing to communicate with us. It can be done
18 anonymously via text, via Nixle, via email, whatever it
19 may be. But, unfortunately, we can't be every single
20 place, but there are eyes and ears in every neighborhood
21 that -- if we can all work together, we can definitely
22 make a bigger impact on these situations.

23 And I ask friends, family, parents, if you see
24 or hear or know of something whether it's your child or
25 your neighbor or somebody that is going down the wrong

1 path or dealing with people that they shouldn't be
2 dealing with or involved in stuff that they shouldn't be
3 doing, please notify somebody. Find somebody that you
4 trust, if it's not the police department, it's -- it's a
5 council member, it's the Mayor's office, someone that we
6 can get this information on the front end.

7 I will say this that a majority of the people
8 we are looking at are in the teenage years or early 20s
9 and that's why I'm asking for the support of the parents
10 and any else in the community. We've heard the adage of
11 it takes a village and this is a great time to really
12 show that this it does take a village to resolve problems
13 and to, you know, foster good relationships and try to
14 move through these types of things.

15 So, I can't say it enough, I definitely would
16 love more community support with trying to resolve these
17 problems. And it's not just incidents such as these
18 shootings, it's -- it's so many other things, a quality
19 of life issue, the ATV issues, so on and so forth. A lot
20 of times people in the community know who's involved and
21 there's just that reluctance to communicate with us.

22 To help with some of the neighborhoods that
23 have been impacted over the last couple of weeks, we've
24 been having the officers go back out in those areas to
25 give a sense of security, doing some walking, some more

1 patrolling, looking for additional possible video or
2 witnesses or whatnot. So I encourage the residents if
3 you do have questions, please engage one of those
4 officers. And if nothing else, I'm always available. I
5 can be reached. I take people's phone calls. I may not
6 take your call right away, but I do get back to people.
7 So if anybody ever has a question in regards to anything,
8 please reach out to me.

9 On another note, we've also seen an increase
10 over the last several weeks in some car larcenies
11 overnight. So I please encourage residents to lock their
12 vehicles. Their cars are not being broken into. They're
13 actually looking and seeking out cars that are not locked
14 and valuables that are not secured. So please do
15 yourself a favor and lock your belongings, lock your
16 vehicles, do your due diligence. And, again, if you see,
17 hear anything like that, please communicate with us. I
18 know a lot of people have ring-doorbell cameras, ring-
19 security cameras. If there's anything that pops up on
20 those, please feel free to forward that to us, reach out
21 to us. It could be the missing piece of a puzzle and we
22 definitely look forward to getting some feedback from the
23 community.

24 On a positive note, this past Friday, Officer
25 Beebe concluded her second junior police academy. She

1 graduated 11 students. They were the older group. That
2 was the teenage group. And it was a great group. And,
3 again, Officer Beebe did an outstanding job really
4 working with the community with the youth engaging them.
5 I come to the graduations, I see them. Like, the bond
6 that they build is absolutely amazing. So, kudos to
7 Officer Beebe. She does an amazing job with that.

8 August 21st, the City has partnered with some
9 of our local businesses to host a community barbecue at
10 Davidge Park. It's going to be from 1 to 5. Some of the
11 business are Six West, Elite 845, and (inaudible) 24/7.
12 So it sounds like it's going to be a great program and we
13 look forward to being a partner with them to engage many
14 people in the community.

15 And that's all I have unless people have
16 questions for me.

17 **PRESIDENT RODRIGUES:** Any questions for the
18 Police Chief?

19 Alderman Masi.

20 **ALDERMAN MASI:** Chief, would you, please, just
21 reinforce the fact that should someone call the police
22 department and want to report something that they've
23 heard or they've seen that they will remain anonymous. I
24 had a call from a woman today that she wouldn't give me
25 her name. She gave me a story that I thought should be

1 -- I said, please, please, when you hang up call the
2 police department. And her fare was that the person she
3 was talking about would find out. And I said, no, I said
4 they will not notify. So if you just reinforce that.

5 **JOHN EWANCIW, POLICE CHIEF:** Absolutely. And
6 that kind of goes hand and hand with what I was saying.
7 When people do call, the dispatchers are trained to get
8 as much information as they can. So they are going to
9 ask for someone's name and information. It's not
10 necessary. People can all the time same say I want to be
11 anonymous and that's where it ends.

12 But there are other avenues as I was
13 mentioning. If there's information that someone doesn't
14 feel comfortable calling with, they could email, they
15 could text. And we have a tip hotline off of our website
16 that we received those. The Nixle platform is a great
17 platform for sending tips. We get them. We get them to
18 our cellphones. So we get them 24 hours a day, 7 days a
19 week. And, typically, you know, they are answered except
20 in the middle of the night in a reasonable amount of
21 time.

22 So, yes, I encourage people. They do not have
23 to give us their information. And they know there's a
24 reluctancy of being known, but we will do our very, very,
25 very best not to let anybody know who is providing us the

1 information.

2 **PRESIDENT RODRIGUES:** Thank you.

3 Anyone else? Alderman Jean-Francois.

4 **ALDERMAN JEAN-FRANCOIS:** Did anyone get hurt
5 from the shootings?

6 **JOHN EWANCIW, POLICE CHIEF:** Yes. So out of
7 the ones over the last several weeks, the only people or
8 only incident that ended in injury is the Dolson Avenue
9 incident on this past Saturday night.

10 What I can say at this point and it is that
11 whatever started started at JZ Sports Bar in the -- the
12 Playtogs Plaza off of Dolson and then it extended out
13 into the Dolson Avenue area. That is the only one over
14 the last several weeks involving shootings that people
15 were injured. Non-life threatening injuries, but,
16 nonetheless, two people are -- are injured there.

17 **PRESIDENT RODRIGUES:** Alderman Johnson.

18 **ALDERMAN JOHNSON:** Just one more thing directly
19 to (inaudible) in the Town of Wallkill and we're doing
20 border with Town of Wallkill.

21 I've -- I've been kind of beating the base of
22 the drum on the City's behalf. And I've always -- I've
23 told people that (inaudible) information, but now you've
24 given me the opportunity to think about giving
25 information. It's still is anonymous if I text you on my

1 phone to you?

2 **JOHN EWANCIW, POLICE CHIEF:** Yes, so there is
3 an anonymous tip platform off of Nixle. We receive them
4 -- that's probably our -- our number one source of
5 receiving anonymous tips is through the Nixle platform.

6 **PRESIDENT RODRIGUES:** And they can go on the
7 website and get the information.

8 **JOHN EWANCIW, POLICE CHIEF:** Yes, 888-777-
9 Middletown. We'll sign people up. It is on our website.
10 It's on the City's website. I know it's on the cards
11 that many of the Alderman have been handing out. We're
12 trying to push that information out, but it is a great
13 platform. It's easy. Most everybody has a cellphone
14 available to them, so it's an easy platform to push
15 information out.

16 **ALDERMAN JOHNSON:** Just text triple 8, triple
17 7.

18 **JOHN EWANCIW, POLICE CHIEF:** That will sign you
19 up to Nixle.

20 **ALDERMAN JOHNSON:** All right.

21 **JOHN EWANCIW, POLICE CHIEF:** And then when you
22 sign into the Nixle, there is actually a tip --

23 **ALDERMAN JOHNSON:** Oh, a separate --

24 **JOHN EWANCIW, POLICE CHIEF:** Yes.

25 **ALDERMAN JOHNSON:** Okay, great. Good to know.

1 **PRESIDENT RODRIGUES:** On a good note, we have
2 two new officers?

3 **JOHN EWANCIW, POLICE CHIEF:** Yes, we do. Thank
4 you. Yes, we did just -- the Police Commission did hire
5 two new police officers last week, both bilingual. They
6 began the police academy yesterday. It was an exciting
7 experience for them, I'm sure, that first day of not
8 knowing what they're getting into. But I'm very happy to
9 have them with us. And I expect, you know, great things
10 from them. It's a great asset to have them as bilingual
11 officers. And I think that's going to be a great service
12 to the community as well. So thank you to the
13 commissioners, Commissioner Rodriguez, we appreciate that
14 support.

15 **PRESIDENT RODRIGUES:** Anyone else? Thank you,
16 Chief.

17 **JOHN EWANCIW, POLICE CHIEF:** Thank you.

18 **PRESIDENT RODRIGUES:** City Clerk.

19 **JOHN NAUMCHIK, CITY CLERK:** Tonight on the
20 agenda there's a resolution to accept the LGS-1. This is
21 a new report. And it tells us how long we can keep our
22 records and when we can get -- shred them and get rid of
23 them. It's something that the State has been working on
24 for a year, I think and it just came through. And we
25 have to pass a resolution that we will be following this

1 law.

2 I did not attach it to your resolution because
3 it's over 500 pages. So if anybody is interested, I -- I
4 can email it to you. But it replaces the MU-1 which was
5 long overdue for a rehaul. And that's all I have this
6 evening.

7 **PRESIDENT RODRIGUES:** Questions for John?

8 Thank you, John.

9 8. Public Hearings and Grievances.

10 (Nothing this evening.)

11 9. Petitions and Complaints

12 (Nothing this evening.)

13 10. Remarks of the Alderman.

14 **PRESIDENT RODRIGUES:** Okay. Remarks of
15 Alderman. Alderman Burr.

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

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

18 **ALD. JEAN-FRANCOIS:** Yes, good evening. I want
19 to thank the Commissioner, kudo to DPW especially the
20 street department. These gentlemen have been doing a
21 wonderful job this year. And with the heat and the bad
22 weather that's been going on, the streets look great.
23 It's nice and smooth. I heard a lot of good stuff going
24 on. And this is -- this is a great project. And I'm
25 very proud of that. Thank you, Commissioner.

1 **PRESIDENT RODRIGUES:** Alderman Kleiner.

2 **ALD. KLEINER:** Thank you. I want to second
3 that. The paving this year was excellent. And it's just
4 so nice to be on some of those streets that have been a
5 wreck for a long time. So thank everyone in the
6 department. You really did a great job.

7 We will have our Second Ward constituents
8 meeting on the third Monday this morning. So that's a
9 change. John Naumchuck is going to change it on the
10 calendar because Andrew is not available for next Monday.
11 So we want to -- we don't want to go two months in a row
12 with just me. So we -- we will do it on August 16th.
13 And it will be the same thing, it will be 7:00 p.m. and
14 it will be -- it will be here in City Hall. And that way
15 we also won't be -- won't be right after -- if it were
16 next week, it would be right after the rescheduled public
17 hearing and the opt-out local law. And who knows that
18 might go on. So, hopefully, people can turn out the
19 third Monday.

20 I was looking at my notes from last year in the
21 Second Ward constituents' meeting, speeding, reckless
22 driving clause, and dirt bikes, safer walking lanes in
23 Davidge (inaudible), and the neighborhood watch meeting,
24 stop signs on Commonwealth at Jay. Well, we did get that
25 done. So the other issues are still issues.

1 Tonight would have been night out. It is night
2 out. And maybe we'll bring that back next year, I don't
3 know. But I would hope so. I think it was a worthwhile
4 event.

5 The post office has painted their parking lot.
6 They've restriped it. They've actually got those one-way
7 arrows finally after -- after several years, so it's not
8 a guessing game. People still pay no attention to them
9 and people still park in the handicap spot, but, yay,
10 because they, they finally, finally did it. So that's a
11 big help for people driving through that lot.

12 Friday is August 6th. It's the 76th
13 anniversary of Hiroshima. And Monday is August 9th, the
14 76th anniversary of Nagasaki. I just think it's
15 something we should acknowledge and remember every year.
16 We don't ever want to repeat it.

17 And, finally, you know, we -- we had an old
18 saying it's been around for a long time. If you're not
19 part of the solution, then you're part of the problem.
20 And I just think that's a perfect saying for the people
21 who refuse to get the vaccine and get vaccinated putting
22 everyone else at risk. So I was thinking about it. I
23 thought you're free to say no to the vaccine. You're
24 free to make public health issues, a political issue, but
25 we are free to say you can't participate in public events

1 if you are not vaccinated. There's over 600,000 deaths
2 and more every single day. And the virus and COVID on
3 the rise again, particularly in certain states. You're
4 not free to risk other people's lives in -- in spite of
5 the politics of it.

6 So what I've thought is that there as well as a
7 vaccination form, there should be a form where you sign a
8 waiver and you say that you've been offered a free, safe,
9 and effective vaccine against COVID-19, that you refuse
10 that vaccination and that vaccine, knowing the risk to
11 yourself and others and, therefore, if you do contact
12 COVID-19, you will not go to a hospital. You will not
13 take up ICU space or use a ventilator or receive any
14 special treatment, but you will stay home and not put
15 others at risk.

16 I know we can't do that form, but, boy, I sure
17 would like to see it. Now, we've got people saying masks
18 don't work. And, you know, and maybe the Earth is really
19 flat. I just -- I -- I don't -- I don't get it, but, you
20 know, people are angry that we have a pandemic. What can
21 you say? Thank you.

22 **PRESIDENT RODRIGUES:** Alderman -- Alderman
23 Ramkissoon.

24 **ALD. RAMKISSOON:** Good evening. I just want to
25 start off by welcoming Kelly to the team here at City

1 Hall. So it's nice to match your face with that
2 beautiful resume and all the qualifications. I'm excited
3 for you to be a part of our city.

4 Last Tuesday we had our Third Ward meeting in
5 the park which I just wish we can do them there all year
6 because I -- the snacks work. See, I bake, people come.
7 We've had people wander over trying to shelter themselves
8 from the rain that rolled in and what's going on. They
9 got my card. They got the notes. And, you know, I just
10 like being out where people can see us and stop by and
11 realize that, you know, Paul and I are very available and
12 ready to. But it was a nice meeting. It was fun to meet
13 new people. So, I hope weather permitting we can keep
14 doing that into the fall.

15 But it was a nice meeting. We've -- very happy
16 residents here in the Third Ward with the paving and
17 fresh new streets. And I know a lot of Third Ward
18 benefit from much needed paving this year. So my thanks
19 to everyone involved in getting that done. That's all I
20 have tonight. Thank you.

21 **PRESIDENT RODRIGUES:** Alderman Johnson.

22 **ALDERMAN JOHNSON:** I want to thank all of the
23 Alderman Ramkisson. I was not able to attend and she
24 held the fort, I appreciate that.

25 Paving is a big success. I talked to a

1 gentlemen who said, you know, this -- my street hasn't
2 been paved for 17 years. I said, well, it is now, so
3 happy, happy day.

4 Wolslayer Field, keep it going. I kind of tell
5 people Labor Day of '21, but I -- I don't think we're
6 really going to make that deadline. But I also told them
7 Labor Day of '20, so it's not really working out for me,
8 but I'm trying.

9 I want to congratulate Ms. Bruni for CDA. It's
10 a great program. I was just reviewing some of our stats
11 in preparation for tonight's meeting. We started in
12 2014. We've done about a dozen homes. And it's just a
13 win/win for everybody.

14 Vince is still here about the schools. So I
15 was on the Board from, like, whatever '86 to 2003. Back
16 then we debated the archaic nature of not having all the
17 buildings air conditioned, so here we are.

18 Back then we also started repointing Twin
19 Towers. And that scaffold has been there, I think, since
20 1991, but we did make progress with COVID as far as the
21 outside of the building. And I know you did a lot of
22 work with the lockers and things in that building also.

23 Along those lines, I took an opportunity to
24 request Superintendent Del Moro and Principal Sorrentino.
25 And I did get a tour the week of that meeting of the high

1 school. And \$12 million, no local funds, you would think
2 you're in a college campus. They took what in my day was
3 that grassy field and there it was the library and they
4 expanding it to a feeding space or a cafeteria. It holds
5 360 kids. All Wi-Fi, plug it in, you can work while
6 you're eating, everything is available. They put a
7 college prep office off the cafeteria, so people -- kids
8 are more willing to say, well, what's that over there?
9 Oh, that's where kids go to talk about college. I think
10 it's great. I got to walk through the media center and
11 the clearly state-of-the-art TV studio, clearly state of
12 the art.

13 I was also told they now have five houses
14 instead of four to accommodate the growth of the high
15 school. They have seven career-oriented academies
16 They're adding an eighth.

17 As far as COVID goes, Alderman Kleiner, it's
18 kind of like the weather report, you have to tune in
19 every morning and see what's going to happen. There was
20 an article in the paper from the Commissioner of
21 Education kind of nudging the governor. And public
22 schools are trying to figure out, well, am I opening, am
23 I not opening, is it social distancing? I can't have 6
24 feet if you want all the kids in the building together.
25 So better -- better Mr. Del Moro than myself.

1 I'm taking -- I've taken an aside project with
2 the rose garden on West Main Street. Kate and I are
3 aware of the fact that the people living there haven't
4 been that happy about the way it's kind of degraded over
5 the years. The Asian community owns that property. And
6 I'm still affiliated with Cornell Cooperative Extension.
7 So I have the master gardener program is going to partner
8 with Johnny Lee and they take on projects like that. It
9 will probably be a two-year project to see what they need
10 and then move it forward.

11 And, lastly, I'm not quite as willing to delve
12 into national cut topics as Alderman Kleiner, but,
13 obviously, the January 6th investigation, if you call it
14 that, is going on. It's kind of a circus at times I
15 guess. But I was troubled to hear this morning that four
16 of those officers have committed suicide since that day.
17 And they got up and they took a shower and they went to
18 work. And they thought they were going to protect the
19 country. And they had such an experience that they
20 couldn't endure. I'm not asking for a moment of silence,
21 but a moment of reflection. Thank you.

22 **PRESIDENT RODRIGUES:** Thank you. Alderman
23 Green.

24 **ALDERMAN GREEN:** Thank you very much. Yes, as
25 Alderman Kleiner said, we are moving our meeting to the

1 16th. So that will be here at 7 p.m. in the council
2 chambers. We don't always have home-baked snacks sorry
3 to say. Nobody wants to experience my baking at least.
4 I know Alderman Kleiner actually can be a pretty good
5 baker, so you never know what we might have. But maybe
6 we'll have entertainment, I don't know, something to
7 bring some people in. We'll have balloons outside.

8 I did take a ride through the ward last evening
9 and -- and saw everyone's garbage cans out. And it
10 really does make a difference when you see the -- the new
11 ones out there and they're all uniform looking and very
12 clean. And I have to say pretty much 95 percent of -- of
13 places I saw were well within what we're -- we're asking
14 to do. You know, some -- some of it, that bar should
15 really be out in the street to make things a lot easier.
16 You know, the handles should be facing the street.
17 There's a little bar on the front of your garbage can
18 that the truck really uses to -- to make things easier.

19 But I have heard great things from -- from
20 those working with the new trucks. So, kudos to DPW and
21 everyone who is doing that. It's great program.

22 And I also will just echo please get
23 vaccinated. You can't say it enough. You know, it goes
24 -- it doesn't go along party lines. It doesn't go along
25 racial lines. This protects everyone and -- and you.

1 And there are many who still are under the age of 12 who
2 can't vaccinated who could get very ill and even worse.
3 So we don't want to think about that. Do your part,
4 protect your community, protect yourselves. Thank you.

5 **PRESIDENT RODRIGUES:** Alderman Tobin.

6 **ALDERMAN TOBIN:** I can relate to the no air
7 conditioning. I work in Washville as a teacher and our
8 school is WPHA project to. And especially these masks
9 and those hot days when it gets to the 90s and the kids
10 have breathing conditions, it's really unbearable.
11 There's really no public places these days that aren't
12 air conditioned except for schools so. And my kids are
13 lucky that they have air conditioning. And I have to --
14 I come home drenched in sweat.

15 But, you know, I do actually want to talk about
16 a national issue that's kind of crept its way into
17 local politics especially school boards. And this is, I
18 don't know if you heard about it it's kind of like a
19 hysteria purported by the right wing and the Fox News.
20 It's called CRT or critical race theory. And it's --
21 they're trying to scare people into thinking that people
22 -- there's this kind of theory that they're teaching in
23 school and that they're going to save people from it.

24 And the reality is that CRT is -- is a theory
25 that's taught in like law schools and criminology and

1 sociology, departments in higher ed, masters and above.
2 And it's about the intersection of race and law. It's
3 not taught in schools. And so, you know, what is taught
4 in schools is diversity, tolerance, equity. And those
5 are things that we teach. And this is kind of like a dog
6 whistle to the, you know, the racist and the bigots that
7 our schools are being taken over. And I know we had a
8 local assemblyman just put out, you know, a bill that's
9 not going to go anywhere saying that -- trying to outlaw
10 CRT being taught in schools which, again, it's not taught
11 in schools. It's taught higher -- in higher ed.

12 So, please, don't fall for this mass hysteria
13 about the CRT junk nonsense. It's not taught in our
14 schools. We actually teach about tolerance and equity.
15 And so just want to put that out there if you do hear
16 about that.

17 Pride, an event or committee, that's a great
18 idea. I've attended a few in Warwick and I've seen
19 members of our community there. I know New Paltz,
20 Poughkeepsie have events. Wallkill just had event this
21 year. So we being good company doing that.

22 And some more good news, the rail trail,
23 there's now a connection to the other part of the rail
24 trail. And so now we can all the way out, you know, past
25 the bridge. I know I was disappointed the first time. I

1 was, like, oh, yeah, I was stopped and we were blocked on
2 84. But it's a great trail rollerblading, walking,
3 running, and biking. So if you haven't gone out there,
4 it starts on Palmer Ave. and heads out.

5 And that's all for this evening.

6 **PRESIDENT RODRIGUES:** Alderman Masi.

7 **ALDERMAN MASI:** Nothing this evening.

8 11. Unfinished Business

9 (Nothing this evening.)

10

11 CERTIFICATE

12 I, LISA KANE, certify the foregoing transcript of proceedings
13 prior to New Business of the August 3, 2021 Middletown City
14 Council meeting was prepared using the required electronic
15 equipment and is a true and accurate record of the
16 proceedings.

17

18 Signature: *Lisa Kane*

19 Date: August 19, 2021

20 Agency: American Legal Transcription

21 11 Market Street, Suite 215

22 Poughkeepsie, New York 12601

23

24

25

12. New Business.

**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 08-03-21

Index No: 161-
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	9			

WHEREAS, Section 296-20(H)(1)(b) of the City Housing Code requires a property owner to obtain a criminal background report in the application process for rental permits for boardinghouses, rooming houses, lodging houses, multiple dwellings and two-family dwellings, and

WHEREAS, Section 296-30(F)(1)(b) of the City Housing Code requires a property owner to obtain a criminal background report in the application process for rental permits for single family dwellings and owner-occupied two-family dwellings, and

WHEREAS, the City must be provided with written proof of such criminal background reports prior to the acceptance of rent from any new tenant, and

WHEREAS, such criminal background reports are subject to restrictions contained in Section 380 of the New York General Business Law, and

WHEREAS, Section 380-B prohibits the acquisition of such criminal background checks, unless the lease applicant is informed in writing or in the same manner in which the lease application is made that a criminal background check may be requested in connection with such application, and

WHEREAS, Section 380-J prohibits consumer reporting agencies from reporting or maintaining information relative to an arrest or a criminal charge unless there has been a criminal conviction for such offense, or unless such charges are still pending, and

WHEREAS, Section 380-J prohibits consumer reporting agencies from reporting convictions of crimes, which from the date of disposition, release or parole, antedate the report by more than seven (7) years, and

WHEREAS, the City wishes to prevent illegal discrimination by property owners against persons with criminal convictions.

NOW THEREFORE BE IT 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 296, Housing, is hereby amended by replacing Subparagraph (b) of Paragraph (1) of Subsection H, Background Checks, of Section 296-20, Additional criteria for granting of permits, to read as follows:

(b) Criminal background report, provided however, that such report must be limited to violent felony convictions occurring in the past seven (7) years and to violent misdemeanor convictions occurring in the past five (5) years. Prior to requesting the criminal background report, the person or entity seeking the rental permit must inform the lease applicant in writing or in the same manner in which the lease application was made that a criminal background check may be requested in connection with such application.

Section 2 - The Code of the City of Middletown, N.Y., Chapter 296, Housing, is hereby amended by replacing Subparagraph (b) of Paragraph (1) of Subsection F, Background Checks, of Section 296-30, Rental permit required, to read as follows:

(b) Criminal background report provided however, that such report must be limited to violent felony convictions occurring in the past seven (7) years and to violent misdemeanor convictions occurring in the past five (5) years. Prior to requesting the criminal background report, the person or entity seeking the rental permit must inform the lease applicant in writing or in the same manner in which the lease application was made that a criminal background check may be requested in connection with such application.

Section 3 - The Code of the City of Middletown, N.Y., Chapter 296, Housing, as adopted July 27, 1959, and as amended thereafter, be and is hereby amended by adding a Paragraph (4) to Subsection A, of Section 296-8, Prohibited acts, of Article II, Discriminatory Practices, to read as follows:

(4). Utilize any criminal background report in violation of Sections 1 or 2 of Part IIIA of the 2016 Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions, commonly known as the 2016 HUD Guidance. The City shall provide property

owners who are applying for rental permits with a copy of these Sections, or any amended version thereof, in the application materials.

Section 4 - This ordinance shall take effect immediately.

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Tobin

Date of Adoption 08-03-21

Index No: 162-
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			
	9			
TOTAL				

RESOLVED, by the Common Council of the City of Middletown that Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

FURTHER RESOLVED, that in accordance with Article 57-A:

(a) only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein;

(b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

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

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Burr

Date of Adoption 08-03-21

Index No: 163-21

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	9			

RESOLVED: that the Common Council of the City of Middletown hereby amends resolution #152-21 adopted on July 20, 2021 to read:

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached five (5) year contract for Chief of Police Ewanciw, starting July 20, 2021 and ending July 19, 2026.

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

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Burr

Date of Adoption 08-03-21

Index No: 164-
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			
	9			
TOTAL				

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Water Pipe and Gray Iron Castings, and

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

WHEREAS, the Commissioner of Public Works recommends to the Common Council that the bid be awarded to below,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for Water Pipe and Gray Iron Castings to the following:

Schmidt's Wholesale, P. O. Box 5100, Monticello, NY 12701:

6" cement lined, Class 52 ductile iron Tyton joint water pipe @ \$18.00/lin. ft.
 8" cement lined, Class 52 ductile iron Tyton joint water pipe @ \$25.53/lin. ft.
 10" cement lined, Class 52 ductile iron Tyton joint water pipe @ \$34.77/lin. ft.
 12" cement lined, Class 52 ductile iron Tyton joint water pipe @ \$43.78/lin. ft.

Schmidt's Wholesale, P. O. Box 5100, Monticello, NY 12701 (cont'd):

AMERICAN LEGAL TRANSCRIPTION (845) 452-3090

Mueller A423 Super Centurion 250 6' bury @ \$2,724.00

Kennedy #K81AW Spin in 4" reg. @ \$2,785.00

Kennedy #K81AW Spin in 6" bronze lined @ \$2,869.00

Kennedy #K81 5' bury @ \$2,563.00

Valves- Resilient Seat 18" dia. @ \$7,821.00 ea.

Valves -Butterfly 6" dia. @ \$2,266.00 ea.

Valves -Butterfly 8" dia. @ \$2,442.00 ea.

Valves -Butterfly 10" dia. @ \$2,935.00 ea.

Schmidt's Wholesale, P. O. Box 5100, Monticello, NY 12701 (cont'd):

Valves -Butterfly 12" dia. @ \$3,477.00 ea.

Valves -Butterfly 14" dia. @ \$4,775.00 ea.

Valves -Butterfly 16" dia. @ \$5,455.00 ea.

Valves -Butterfly 18" dia. @ \$5,727.00 ea.

Valves -Butterfly 20" dia. @ \$6,967.00 ea.

Valves -Butterfly 24" dia. @ \$8,850.00 ea.

Hymax Couplings -14" pipe @ \$965.00

Repair clamps – 14" pipe (ductile, cast iron) @ \$445.00 ea.

Repair clamps – 16" pipe (ductile, cast iron) @ \$478.00 ea.

Repair clamps – 18" pipe (ductile, cast iron) @ \$518.00 ea.

Repair clamps – 20" pipe (ductile, cast iron) @ \$533.00 ea.

Repair clamps – 24" pipe (ductile, cast iron) @ \$675.00 ea.

Valve box lid marked water Star @ \$14.00 ea.

Valve box riser (6" high) Star @ \$33.00 ea.

Valve box riser (2" high) Star @ \$16.00 ea.

Valve box riser (1.5" high) Star @ \$14.00 ea.

Valve box riser (1" high) imported @ \$12.00 ea.

Core and Main, 650 Sheafe Rd., Poughkeepsie, NY 12601:

18" cement lined, Class 52 ductile iron Tyton joint water pipe @ \$75.25

Fittings for 6" pipe - 11 1/4° bend domestic @ \$198.43 ea.

- 22 1/2° bend domestic @ \$195.20 ea.

- 45° bend domestic @ \$204.84 ea.

- 90° bend domestic @ \$228.25 ea.

Fittings for 8" pipe - 11 1/4° bend domestic @ \$265.68 ea.

- 22 1/2° bend domestic @ \$265.58 ea.

- 45° bend domestic @ \$281.80 ea.

- 90° bend domestic @ \$320.48 ea.

Fittings for 10" pipe - 11 1/4° bend domestic @ \$404.18.00 ea.

- 22 1/2° bend domestic @ \$394.51 ea.

- 45° bend domestic @ \$401.76 ea.

- 90° bend domestic @ \$513.78 ea.

Fittings for 12" pipe - 11 1/4° bend domestic @ \$552.03 ea.

- 22 1/2° bend domestic @ \$568.96 ea.

- 45° bend domestic @ \$626.98 ea.

- 90° bend domestic @ \$726.10 ea.

- Fittings for 14" pipe - 11 1/4⁰ bend domestic @ \$1,026.35 ea.
- 22 1/2⁰ bend domestic @ \$1,008.62 ea.
- 45⁰ bend domestic @ \$1,175.75 ea.
- Fittings for 16" pipe - 11 1/4⁰ bend domestic @ \$1,231.60 ea.
- 22 1/2⁰ bend domestic @ \$1,231.60 ea.
- 45⁰ bend domestic @ \$1,266.26 ea.
- 90⁰ bend domestic @ \$1,520.11 ea.
- Fittings for 18" pipe - 11 1/4⁰ bend domestic @ \$1,782.73 ea.
- 22 1/2⁰ bend domestic @ \$1,672.32 ea.
- 45⁰ bend domestic @ \$1,681.99 ea.
- 90⁰ bend domestic @ \$2,068.61 ea.
- Fittings for 20" pipe - 11 1/4⁰ bend domestic @ \$1,909.72 ea.
- 22 1/2⁰ bend domestic @ \$2,077.34 ea.
- 45⁰ bend domestic @ \$1,996.76 ea.
- 90⁰ bend domestic @ \$2,595.53 ea.
- Fittings for 24" pipe - 11 1/4⁰ bend domestic @ \$2,618.15 ea.
- 22 1/2⁰ bend domestic @ \$2,764.82 ea.
- 45⁰ bend domestic @ \$2,832.51 ea.
- 90⁰ bend domestic @ \$3,951.88 ea.
- Mueller Prod. #A466-511980, spin-in 5 ft. bury @ \$3,621.73
- Mueller Prod. #A466-511980, spin-in 6 ft. bury @ \$3,804.56
- Kennedy #K81AW Spin in 4" reg. @ \$2,785.57
- Kennedy #K81AW Spin in 6" bronze lined @ \$2,869.26
- Kennedy #K81 5' bury @ \$2,563.53
- Hydrant Option: Stortz Connection pumper nozzle @ \$375.00 *adder for 5" Storz
- Valves - Resilient Seat 6" dia. @ \$772.78 ea.
- Resilient Seat 8" dia. @ \$1,205.17 ea.
- Resilient Seat 10" dia. @ \$1,863.75 ea.
- Resilient Seat 12" dia. @ \$2,368.03 ea.
- Resilient Seat 14" dia. @ \$6,885.91 ea.
- Resilient Seat 16" dia. @ \$7,542.44 ea.
- Resilient Seat 20" dia. @ \$14,674.72 ea.
- Resilient Seat 24" dia. @ \$20, 823.86 ea.
- Hymax Couplings -16" pipe @ \$477.93 ea.
- Hymax Couplings -18" pipe @ \$1,122.20 ea.
- Hymax Couplings -20" pipe @ \$1,275.74 ea.
- Hymax Couplings -24" pipe @ \$1,358.44 ea.

Ferguson Waterworks, 200 Atlantic Ave., New Hyde Park, NY 11040:

Valve box riser (3" high) imported @ \$17.40 ea.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Kleiner

Date of Adoption 08-03-21

Index No: 165-21

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	9			

WHEREAS, the Mayor, Police Chief and Commissioner of Public Works are proposing an updating of City parking ordinances.

NOW THEREFORE BE IT 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 460, Vehicles and Traffic, is hereby amended by replacing Section 460-9, Regulation and control of municipal parking lots, to read as follows:

§ 460-9. Regulation and control of municipal parking lots. No motorcycle, motor vehicle or vehicle shall stand, be left standing or park at any time in any parking lot described in this Section outside the time periods listed. With respect to timed parking spaces, moving from one parking space to another in the same parking lot does not extend the time limitations of such

restriction. For the purpose of this Section, a “commercial vehicle” shall be any vehicle that has more than six (6) wheels. The Department of Public Works shall install appropriate signage to implement the provisions and restrictions contained in this Section.

A. James Street parking lot: Lot # 1.

(1). Except as provided by Paragraph (4) below, this entire Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). On the south side of this Lot, there shall be no parking from 4:00 a.m. to 7:00 a.m., Sunday through Saturday.

(3). No commercial vehicles are authorized to park in this Lot.

(4). Overnight parking on the north side of this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

(5). Electric charging spaces are for use by electric vehicles only, while charging, up to a maximum of 4 hours.

B. East Main Street parking lot (7-27 East Main Street): Lot # 2.

(1). Except as provided by Paragraph (4) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Parking of motorcycles is allowed in designated spaces only.

(4). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

C. West Main Street parking lot (adjacent to 28 West Main Street): Lot #3.

(1). Except as provided by Paragraph (3) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

D. West Main Street parking lot (between 12 West Main Street and 20 West Main Street, extending to South Street): Lot # 4.

(1). Except as provided by Paragraph (4) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Ingress to this Lot shall be from West Main Street only. Egress from this Lot shall be to South Street only.

(4). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

E. South Street parking lot (adjacent to 2-8 South Street and extending behind 2-8 South Street and along Washington Street, on two levels, designated as Upper and Lower Levels): Lot # 5.

(1). Except as provided by Paragraph (3) below, the Upper Level in this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in the Upper Level of this Lot.

(3). Overnight parking in the Upper Level of this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

(4). Parking in the Lower Level of this Lot shall be allowed for a maximum of 72 hours.

F. Paramount Theatre parking lot (adjacent to 17-19 South Street): Lot # 6.

(1). Parking in this Lot is permitted only for persons attending the Paramount Theatre on the same day of the parking. Parking is permitted for such Theatre patrons from 8:00 a.m. to 12:00 a.m., Sunday through Saturday.

(2). No parking is allowed in this Lot from 4:00 a.m. to 7:00 a.m. Sunday through Saturday.

G. South Street Lot (adjacent to 26 South Street and across from 25 South Street [the court building]): Lot # 7.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

H. Canal Street parking lot: Lot # 8.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

I. Erie Station/adjacent to 90 North Street: Lot # 9.

(1). Except as provided by Paragraph (3) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

J. The Second Baptist Church parking lot (on North Street, between 123 North Street and 135 North Street and extending to Grove Street): Lot # 10.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

K. Courtland Street parking lot: Lot # 11.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

L. The Railroad Avenue/North Street corner lot: Lot # 12.

(1). Except as provided by Paragraph (3) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

M. The North Street parking lot adjacent to 101 North Street: Lot # 13.

(1). This Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No parking is allowed in this Lot from 4:00 a.m. to 7:00 a.m., Sunday through Saturday.

N. Henry Street Lot: Lot # 14.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

O. The Salvation Army building parking lot (between Mill Street and Hanford Street): Lot # 15.

(1). No parking is allowed in this Lot from 4:00 a.m. to 7:00 a.m., Sunday through Saturday.

P. Erie Way, between North Street and Cottage Street: Lot # 16.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

Q. Coach USA Lot: Lot # 17.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

R. The City parking lot, between Cottage Street and Montgomery Street: Lot #18.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

(2). Electric charging spaces are for use by electric vehicles only, while charging, up to a maximum of 4 hours.

S. The Watts Park parking areas along Wisner Avenue and Watkins Avenue.

(1). No parking shall be allowed along Wisner Avenue from 2:00 a.m. to 8:00 a.m. on Wednesday.

(2). No parking shall be allowed along Watkins Avenue from 2:00 a.m. to 8:00 a.m. on Thursday.

T. Orchard Street parking lot. Lot # 19.

(1). Except as provided by Paragraph (3) below, this Lot shall be limited to 8-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 12:00 p.m., vehicles with overnight permits are subject to the 8-hour limit imposed by Paragraph (1), above.

U. Union Street Lot: Lot # 20.

(1). This Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). No parking is allowed in this Lot between the hours of 12:00 a.m. and 7:00 a.m.

V. Rail Trail Commons Lot: Lot # 21.

(1). This Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). No parking is allowed in this Lot between the hours of 12:00 a.m. and 7:00 a.m.

W. The North Street parking lot adjacent to 118-118.5 North Street. Lot # 22.

(1). This Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No parking is allowed in this Lot between the hours of 12:00 a.m. and 7:00 a.m.

Section 2 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding a new Section 460-9.2, Overnight parking lot permits, to read as follows:

§ 460-9.2. Overnight parking lot permits.

A. The City will issue a limited number of overnight parking space permits for each City lot which allows overnight parking. Such permits must be obtained by application to the City Clerk's Office.

B. Overnight parking permits are valid for one calendar year, and may be obtained for a fee of \$120.00. In the discretion of the City Clerk, a short-term permit may be issued when

there is less than 2 months before the end of a calendar year at a fee of \$10.00 per month; such short-term permit may not exceed 2 months. Permits must be paid for in full prior to issuance. No refunds shall be issued for any permits.

C. Overnight permits shall be issued for a specific vehicle only. Permits are not transferable to other vehicles.

D. All overnight permits will be issued in sticker form, and the stickers must be attached to the rear driver side window in such a manner so as to be visible from the outside.

E. All overnight permits will be color-coded by lot. Permits are lot-specific, and are not interchangeable with other City lots.

Section 3 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding a new Section 460-9.3, Long-term parking lot permits, to read as follows:

§ 460-9.3. Long-term parking lot permit.

A. The City Clerk, in his/her discretion and upon application, may issue temporary long-term parking permits to City residents who require parking in excess of 72 hours, for specific events, such as, but not limited to, vacations or business trips. Such permits are valid for a period of one week only. No more than 2 such permits may be issued at the same time.

B. Long-term permits are valid only in parking lots which allow overnight parking.

C. Long-term permits require a fee of \$5.00, which must be paid in full prior to issuance.

D. Long-term permits shall be issued for a specific vehicle only. Permits are not transferable to other vehicles.

E. All long-term permits must be hung from the rear view mirror in such a manner so as to be visible from the outside.

F. All long-term permits will be color-coded by lot. Permits are lot-specific, and are not interchangeable with other City lots.

Section 4 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by repealing Section 460-16.1, Fifteen-minute parking.

Section 5 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-20, Two-hour parking, to read as follows:

§460.20. Two-hour parking. Except for such loading zones, no-parking zones and twenty-four-minute zones, which are or shall be established by other sections of this article, the following zones shall be two-hour parking zones; except that on Sundays and holidays, no vehicle shall stand or be left standing at any one time for more than two hours between the hours of 9:00 a.m. to 5:00 p.m. in these zones:

Beattie Avenue, on the easterly side, from the intersection with Prince Street southerly to the first driveway.

Benton Avenue:

A. Along the southerly curbline of Benton Avenue extending to the westerly boundary line of No. 20 Benton Avenue from the intersection of the southerly curbline of Benton Avenue with the westerly curbline of Sprague Avenue.

B. North side of Benton Avenue to a point 60 feet westerly from Park Place.

Cottage Street:

A. Between Robert Street and the tracks of the Erie Railroad.

B. On the easterly side from a point at the intersection of School Street and Cottage Street southerly to Railroad Avenue.

C. Beginning at a point 10 feet northeasterly from the northeast corner of Cottage Street and School Street to a point 60 feet from the northeast corner of Cottage Street and School Street.

East Main Street:

A. Two spaces directly in front of 120 East Main Street.

B. Five spaces directly in front of 263 East Main Street.

Forest Avenue, on the odd-numbered side, from where the Orange Regional Medical Center Horton Campus parking lot ends and the first residence begins, down the hill to 17 Forest Avenue.

Harding Street, on the southerly side between Mill Street and Mulberry Street.

Highland Avenue:

A. On the easterly side from Hanford Street to West Main Street.

B. On the westerly side, beginning at a point 20 feet southerly of Courtland Place for a distance of 98 feet southerly thereof.

Hill Street, on the south and north sides, between Prospect Avenue and Lafayette Avenue, from 9:00 a.m. to 5:00 p.m.

Jackson Avenue:

A. On the north side, from Hill Street to Houston Avenue, from 9:00 a.m. to 5:00 p.m.

B. On the southeasterly side, for a distance of 115 feet from the intersection with Hill Street.

C. On the west side, from Houston Avenue northerly to the no-parking area 90 feet from Hill Street.

Mulberry Street, on the westerly side from West Main Street to Harding Street.

Myrtle Avenue:

A. On the northerly side between Prospect Avenue and Grand Avenue.

B. On the southerly side beginning with No. 14 easterly to Prospect Avenue.

Prince Street, on the southerly side, from its intersection with Beattie Avenue easterly to the first driveway.

Prospect Avenue:

A. Between Myrtle Avenue and Charles Street on the westerly side.

B. Two hundred fifty feet in a southerly direction starting at the intersection of Hill Street, on both sides of the street, between the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday.

Ridge Street, on the easterly side from the intersection of Stivers Place northerly to a point 70 feet southerly from the intersection of East Main Street from 9:00 a.m. to 5:00 p.m.

School Street:

A. Beginning at a point 25 feet from the northeast corner of School Street and Cottage Street southeasterly to a point 110 feet from the northeast corner of School Street and Cottage Street.

B. Beginning at a point 30 feet from the southeast corner of School Street and Cottage Street southeasterly to a point 150 feet from the northeast corner of School Street and Cottage Street.

Sprague Avenue:

A. On the westerly side from Grant Street to Benton Avenue.

B. On the easterly side, from a point 436 feet northerly of the curbline of Houston Avenue for a distance of 45 feet northerly.

West Main Street:

A. On the northerly side from a point 115 feet west of the intersection of the westerly side of Monhagen Avenue for a distance of 40 feet.

B. The bus stop on the southerly side, Saturdays and Sundays only.

C. Directly in front of St. Paul's United Methodist Church.

Wisner Avenue, on the southerly side from the corner of Irwin Avenue in an easterly direction for a distance of 100 feet.

Section 6 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding Section 460-20.1, Three-hour parking in Business Improvement District, to read as follows:

§ 460.20.1. Except as otherwise provided in this Article, all streets in the Business Improvement District, as defined in Chapter 203 of this Code, shall be three-hour parking zones. No vehicle shall stand or be parked or be left standing or parked for more than 3 hours between the hours of 8:00 a.m. to 11:00 p.m., Sunday through Saturday.

Section 7 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-21, Four-hour parking, to read as follows:

§460.21. Four-hour parking. Except for such loading zones, no-parking zones, twenty-four, thirty, one-hour and two-hour zones which are established by other sections of this article, the following zones shall be four-hour parking zones, except that on Sundays and holidays no vehicle shall stand or be left standing at any one time for more than four hours between the hours of 9:00 a.m. and 5:00 p.m.:

Highland Avenue from Cantrell Avenue to Prospect Street on the easterly side in front of the YMCA.

Hill Street on the southerly side between Lafayette Avenue and Prospect Avenue.

Section 8 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-24, Truck loading zones, to read as follows:

§460-24. Truck loading zones. Truck loading zones are hereby established in the following locations:

Cottage Street:

A. On the easterly side in front of the main entrance of 34 Cottage Street between Orange and Rockland Pole Nos. 34 and 38.

B. Directly in front of 17-21 Cottage Street as it fronts on Erie Way.

Depot Street:

A. On the northerly side, beginning at a distance of 107 feet easterly from the intersection of James Street extending for a distance of 70 feet in an easterly direction.

B. On the southerly side, beginning at a distance 63 feet easterly of Center Street for a distance of 20 feet; however, such restriction shall not be operative on Sundays and holidays.

East Avenue, on the westerly side beginning at a point 54 feet southerly of the south side of East Main Street to a point 30 feet southerly creating a zone 30 feet in length.

East Main Street:

A. On the southerly side, two parking spaces in front of property known as No. 26-28 East Main Street.

B. On the southerly side from 2 East Main Street through 4 East Main Street, between the hours of 7:00 a.m. to 11:00 a.m. Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460.20.1

Grant Street, on the northerly side and extending a distance of 60 feet easterly from Academy Avenue.

James Street, on the easterly side, adjacent to the James Street parking lot, across from 16 James Street between the hours of 7:00 a.m. to 5:00 p.m., Sunday through Saturday.

Montgomery Street:

A. On the easterly side:

(1). Beginning at a point of the Erie Railroad Company right-of-way and running in a southerly direction for approximately 40 feet therefrom.

(2). In front of No. 14 Montgomery Street.

B. On the westerly side:

(1). Beginning at the intersection with Railroad Avenue in a northerly direction for 90 feet.

(2). Beginning at a point 387 feet north of the north side of Robert Street for a distance of 90 feet northerly.

North Street, on the westerly side:

A. In front of the premises known as No. 278 North Street.

B. Beginning at a point 120 feet south, at the intersection of Wickham Avenue and North Street.

C. From 20 North Street through 26 North Street to include the intersection of King Street, between the hours of 7:00 a.m. to 11:00 a.m. Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460-20.1.

D. From 54 North Street through 58 North Street, between the hours of 7:00 a.m. to 11:00 a.m. Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460-20.1.

Orchard Street, on the northerly side beginning at the westerly line of the premises known as No. 15-19 Orchard Street and continuing easterly to a point 20 feet therefrom.

Prospect Avenue, on the easterly side for 50 feet in a southerly direction from the intersection of Prospect Avenue and East Main Street.

School Street, on the southerly side from a point beginning 44 feet westerly from the westerly line of Montgomery Street and extending a distance of 20 feet westerly therefrom.

Smith Street, on the westerly side in front of the premises known as No. 27 Smith Street.

Sprague Avenue, on the easterly side: one sixty-foot space in front of No. 81 Sprague Avenue from 8:00 a.m. to 5:00 p.m.

Spring Street, on the easterly side starting from a point 120 feet south from Little Avenue for a distance of 40 feet.

Sutton Hill, two twenty-minute loading zones, signs to be established by the Commissioner of Public Works.

Wawayanda Avenue, on the westerly side from the Rockland Light and Power Company Pole No. J278 and running in a southerly direction of 50 feet therefrom.

West Main Street, on the northerly side:

A. From 3 West Main Street through 7 West Main Street, between the hours of 7:00 a.m. to 11:00 a.m., Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460-20.1.

B. In front of 39 West Main Street, between the hours of 7:00 a.m. to 11:00 a.m., Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460-20.1.

Section 9 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding Section 460-24.1, Truck loading zones; signage and times, to read as follows:

§460-24.1. Truck loading zones; signage and times.

A. The truck loading zones designated in Section 460-24 shall be appropriately marked and indicated by signs and shall be used only by trucks, trailers and semitrailers while actually engaged in the loading and unloading of goods and merchandise.

B. The truck loading zones designated in Section 460-24 shall be set apart as such for the loading or unloading of trucks, trailers or semitrailers between the hours of 7:00 a.m. and 6:00 p.m., unless otherwise stated in Section 460-24.

Section 10 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-28, No-parking zone; handicapped permits only, to read as follows:

§460-28. No parking zone; handicapped permits only. The following spaces are reserved for persons with handicapped permits only:

1. Albert Street, one space in front of 22 Albert Street.
2. Beacon Street:

- a. One space in front of 21 Beacon Street.
 - b. One space in front of 48 1/2 Beacon Street.
 - c. One parking area in front of 48 Beacon Street.
3. Beattie Avenue:
 - a. One space in front of 96 Beattie Avenue.
 - b. One space in front of 40 Beattie Avenue.
4. Bedford Avenue, one spot directly in front of 47 Bedford Avenue.
5. Bonnell Place:
 - a. In front of 20 Bonnell Place.
 - b. One spot directly in from of 11 Bonnell Place.
6. Broad Street, directly in front of 28 Broad Street.
7. Canal Street Parking Lot, two spaces to be designated by the Chief of Police.
8. Cottage Street, directly in front of 204 Cottage Street.
9. Courtland Street Parking Lot, six spaces to be designated by the Chief of Police.
10. David Moore Heights, certain spaces to be designated by the property owner and approved by the Chief of Police.
11. Deer Run condominium complex, certain spaces to be designated by the property owner and approved by the Chief of Police.
12. Depot Street: one parking space in front of 12 Depot Street.
13. East Main Street:
 - a. Beginning at a point on the southerly side 140 feet easterly from the intersection of Williams Street, for a distance of 20 feet easterly, one handicapped-parking space.

- b. On the northerly side, one space [20 feet] in front of 27 East Main Street.
- c. On the northerly side, one space [20 feet] in front of 1 East Main Street.
- d. On the northerly side beginning at a point 72 feet easterly from Orchard Street, one parking space.
- e. One spot in front of 114 East Main Street.
- f. One spot directly in from of 230 East Main Street.
14. Erie Station Parking Lot, four spaces to be designated by the Chief of Police.
15. Erie Way, two spaces to be designated by the Police Chief.
16. Forest Avenue, on the westerly side, from a point 332 feet northerly of the intersection of Forest Avenue and Stevens Place to a point 354 feet northerly thereof (in front of 25 Forest Avenue).
17. Gardner Avenue, one parking spot in front of 61 Gardner Avenue.
18. Genung Street, on the northerly side, two spaces totaling 45 feet in front of 1 through 3 Genung Street.
19. Grant Street, one spot directly in front of 13 1/2 Grant Street.
20. Harrison Street, one spot directly in front of 37 Harrison Street, to expire on December 3, 2021.date.
21. Hill Street, one spot directly in front of 9 Hill Street.
22. Houston Avenue:
- a. Directly in front of 11 Houston Avenue.
- b. Directly in front of 14 Houston Avenue.
23. Irwin Avenue, two spaces in front of 19 Irwin Avenue.
24. James Street Municipal Parking Lot, seven spaces to be designated by the Chief of Police.
25. Knapp Avenue:

a. In front of 46 Knapp Avenue.

b. One spot directly in front of 12 Knapp Avenue.

26. Linden Avenue:

a. One space beginning at a point 25 feet northerly of the northerly corner of Hasbrouck Street.

b. One space in front of 74 Linden Avenue.

c. One parking place, directly in front of 138 Linden Avenue.

d. In front of the premises of 116 1/2 Linden Avenue.

27. Linden Place, one space on the westerly side, near Linden Avenue, to be designated by the Chief of Police.

28. Middletown Savings Bank Parking Lot, two spaces to be designated by the Chief of Police.

29. Middletown Twin Towers Middle School : four spaces at the entrance to be designated by the Chief of Police.

30. Midland Avenue, one handicapped space on the westerly side beginning at a point 200 feet southerly of the intersection of Wisner Avenue to a point 220 feet southerly of Wisner Avenue.

31. Mills Avenue, directly in front of 23 Mills Avenue.

32. Montgomery Street:

a. On the northwesterly side, beginning at a point 10 feet northerly of the intersection with Prince Street, thence northerly for a distance of 20 feet.

b. 44 Montgomery Street, one parking space in the front.

c. 66 Montgomery Street, one parking space in the front.

d. One space at 88 Montgomery Street.

e. One spot in front of 79 Montgomery Street.

f. One spot in front of 77 Montgomery Street.

33. Mulberry Street:

a. On the westerly side, between a point 195 feet south from the south curblane of West Main Street to a point 260 feet southerly from the south curblane of West Main Street, three parking spaces.

b. Beginning at a point 36 feet southerly from West Main Street to a point 56 feet southerly, one space.

34. North Street, one space 314 feet south of the North Street and Wickham Avenue intersection to a point 338 feet south of the above intersection (in front of 132 North Street).

35. Ogden Street:

a. One parking spot in front of 11 Ogden Street.

b. Directly in front of 54 Ogden Street.

36. Orchard Street, first two parking spaces in front of United Presbyterian Church: three-hour limit.

37. Paramount Municipal Parking Lot, four spaces to be designated by the Chief of Police.

38. Prince Street, one space directly in front of 30 Prince Street.

39. Prospect Avenue, directly in front of Dr. Anderson's office, 81 Prospect Avenue.

40. School Street, one spot directly in front of 5 School Street.

41. Sproat Street, one spot directly in front of 26 Sproat Street.

42. Stivers Place, north side, beginning at the existing no parking signs nearest Ridge Street easterly for 136 feet to a point 70 feet from Forest Avenue.

43. Summitfield, certain spaces to be designated by the property owner and approved by the Chief of Police.

44. Tompkins Municipal Lot, two spaces to be designated by the Chief of Police.

45. West Main Street, the first parking area, at the top of the parking lot,

immediately outside and directly adjacent to the Middletown Arts Council (the former Mt. Carmel Church).

Section 11 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by repealing Section 460-28(B) and replacing it by adding Section 460-28.1, Handicap parking permits, to read as follows:

460-28.1. Handicap parking permits. All handicap parking permits issued prior to October 1, 2021 shall be valid for the two-year period of time indicated on the permit, after which they shall be renewable upon appropriate application. All handicap parking permits issued on or after October 1, 2021 shall be valid for a two-year period of time, after which they shall be renewable upon appropriate application.

Section 12 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding Subparagraphs (u) and (v) to Paragraph (1) of Subsection B of Section 460-41, Penalties for offenses, to read as follows:

(u) Parked in a three-hour zone: \$25.

(v) Non-electric vehicle parked in an electric vehicle charging space: \$50.

Section 13 - This resolution and ordinance shall take effect immediately

14. Audit

On motion of Ald. Masi seconded by Ald. Tobin

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

15. Adjournment

There being no further business meeting adjourned at 08:51 PM



Common Council Meeting
August 17, 2021
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

Miguel Rodriguez, President of Common Council
Ald. Joseph Masi
Ald. Tom Burr
Ald. Gerald Kleiner
Ald. Andrew Green
Ald. Paul Johnson
Ald. Kate Ramkissoo
Ald. Sparrow Tobin

A B S E N T

Ald. Jude Jean-Francois

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>
Joseph DeStefano, Mayor	3, 6
John Jonas, Firefighter	4
Trevor Barber	4
Ald. Johnson	12
Ald. Kleiner	14, 20
Marie Bruni, Economic Development	15
Nick Barber, Fire Chief	16
Kelly Ann Kelly	17
John Ewanciw, Police Chief	18
John Naumchik, City Clerk	18
Ald. Masi	18
Ald. Tobin	19
Ald. Green	19
Ald. Johnson	19
Ald. Ramkissoo	19
Ald. Burr	20

1 1. Pledge of Allegiance

2 **PRESIDENT RODRIGUES:** Roll.

3 2. Roll Call

4 Roll Call: Ramkissoo, Tobin, Kleiner,
5 Johnson, Burr, Green, Masi, President Rodrigues.

6 3. Approval of Minutes

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

8 **COUNCIL CLERK:** Tonight we have the minutes
9 from Common Council meeting July 20th, 2021.

10 **ALD. MASI:** So moved.

11 **PRESIDENT RODRIGUES:** Motion by Alderman Masi,
12 seconded by Alderman Johnson. All in favor.

13 **COUNCIL MEMBERS:** Aye.

14 4. Correspondence, Communications and Reports

15 **PRESIDENT RODRIGUES:** Correspondence.

16 **COUNCIL CLERK:** Nothing this evening.

17 5. For The Good of the City

18 **PRESIDENT RODRIGUES:** For the Good of the City,
19 the Mayor would like to come up.

20 **JOSEPH DESTEFANO, MAYOR:** All right. Good
21 evening. We're a little bit out of order tonight.

22 Tonight we have the honor of swearing in two of our new
23 professional firefighters from the IAFF 1027, Trevor
24 Barber and John Jonas. They've not only completed their
25 academy, but they've completed their training here in the

1 City and they're ready to be officially sworn in. So I
2 would ask both to come up along with the Chief and their
3 families if they'd like and (inaudible) and we'll swear
4 them in officially.

5 Raise your right hands. When I say I, say your
6 name. I --

7 **JOHN JONAS, FIREFIGHTER:** John Jonas.

8 **TREVOR BARBER, FIREFIGHTER:** Trevor Barber --

9 **JOSEPH DESTEFANO, MAYOR:** -- do solemnly swear

10 --

11 **JOHN JONAS, FIREFIGHTER:** -- do solemnly swear

12 --

13 **TREVOR BARBER, FIREFIGHTER:** -- do solemnly

14 swear --

15 **JOSEPH DESTEFANO, MAYOR:** -- that I will

16 support the Constitution of the United States.

17 **JOHN JONAS, FIREFIGHTER:** -- that I will

18 support the Constitution of the United States --

19 **TREVOR BARBER, FIREFIGHTER:** -- that I will

20 support the Constitution of the United States --

21 **JOSEPH DESTEFANO, MAYOR:** -- and the

22 Constitution of the State of New York.

23 **JOHN JONAS, FIREFIGHTER:** -- and the

24 Constitution of the State of New York.

25 **TREVOR BARBER, FIREFIGHTER:** -- and the

1 Constitution of the State of New York.

2 **JOSEPH DESTEFANO, MAYOR:** And that I will
3 faithfully discharge the duties --

4 **JOHN JONAS, FIREFIGHTER:** And that I will
5 faithfully discharge the duties --

6 **TREVOR BARBER, FIREFIGHTER:** And that I will
7 faithfully discharge the duties --

8 **JOSEPH DESTEFANO, MAYOR:** -- as to the
9 Middletown Fireman --

10 **JOHN JONAS, FIREFIGHTER:** -- as to the
11 Middletown Fireman --

12 **TREVOR BARBER, FIREFIGHTER:** -- as to the
13 Middletown Fireman --

14 **JOSEPH DESTEFANO, MAYOR:** -- according to the
15 best of my ability.

16 **JOHN JONAS, FIREFIGHTER:** -- according to the
17 best of my ability.

18 **TREVOR BARBER, FIREFIGHTER:** -- according to
19 the best of my ability.

20 **JOSEPH DESTEFANO, MAYOR:** Congratulations.

21 Do you want the rest of the report now?

22 **PRESIDENT RODRIGUES:** No. Well, I'm going to
23 do Good for the City first.

24 So, for the Good of the City, anyone would like
25 to address the council please step forward.

1 Eileen, do we have anybody on line?

2 EILEEN: We do not.

3 **PRESIDENT RODRIGUES:** Okay. Remarks of Mayor.

4 6. Remarks of the Mayor

5 **JOSEPH DESTEFANO, MAYOR:** Well, good evening.

6 Welcome once again and congratulations to both
7 Firefighters Jonas and -- and Barber and their families.
8 We wish them a long career here in the City of
9 Middletown.

10 It's also nice to see President Demchak and
11 members of the IAFF tonight. And we look forward to
12 working with them very closely on some issues that are
13 pending in front of all of our city workers.

14 So, going right into the COVID issue. COVID is
15 not over, folks. And as we all know, it's actually
16 coming back. The Orange County positivity rate is up.
17 The Middletown numbers, we're 169 per thousand people
18 here in the City are affected by COVID. We have 97
19 active cases within the City. Countywide we have 873
20 deaths. And there's over 50,000 positive cases here in
21 Orange County. So we are, once again, looking at some
22 mandates coming down from Albany with certain private --
23 not only the private sector, so nursing and healthcare
24 workers. But we're also looking at possibly other
25 mandates coming down from Albany to address the spread.

1 And we will react according to those guidances.

2 **PRESIDENT RODRIGUES:** Thank you.

3 **JOSEPH DESTEFANO, MAYOR:** You're having a
4 little trouble understanding me? We'll have a little --
5 having -- we'll react accordingly when the time comes for
6 -- to address whatever mandates may come.

7 As you know, there's -- we're going through a
8 change in Albany, a change of leadership. Incoming
9 Governor Hochul has expressed her position on mask
10 mandate at schools. I agree with it. I know we get
11 calls from people both ways asking for us to -- asking
12 for me to either -- some people don't understand the
13 school -- the school district is separate from the city.
14 But I will throw my position out publically that I do
15 support a mask mandate for schools. And I go a little
16 bit further as time -- as time -- as things move forward.
17 I'm taking more of a "radical position" regarding safety
18 within public buildings also. So we'll see how that
19 develops, so.

20 The COVID is -- is here. There are many
21 friends that I -- I have I know are not only positive,
22 some are in the hospitals. So, folks, it is real. If
23 you -- if you don't know it's real by now, just look
24 around to some of your friends and family and -- and I'm
25 sure you'll -- you'll see it once again that it's reared

1 its ugly head and to please go out and get a vaccine.
2 They're available for free. Almost -- you can walk into
3 almost any drugstore and get one. But we -- we really
4 need you to be tested.

5 Some of you did call about people going door to
6 door in the City encouraging vaccines. And they're going
7 door to door in Middletown and other parts of the county
8 because we have a lower vaccination rate than other parts
9 of the county. And that's too bad because we also have
10 more exposure than other people in the county because of
11 our -- we're more or less a middle class blue color
12 community. We work in hospitals. We work in healthcare.
13 We work in supermarkets, warehouses. We work amongst
14 people, most of our -- most of our residences. So
15 there's no reason not to have a vaccination.

16 So we're going to push it. We're going to keep
17 pushing it. And we'll do whatever we can legally within
18 the laws that are sent down from Albany to -- to assist
19 people in making those decisions. And, hopefully, it
20 will be a right decision.

21 On the -- on another front, the warming center,
22 we're happy to announce that the move has been made from
23 the temple to the Mulberry House on Mulberry Street. I
24 want to thank the volunteers and City Hall, DPW staff
25 under Mr. Tawil, Mr. Pengel who assisted in the matter.

1 The -- they are fully in. They will be operating here on
2 Mulberry Street come this November.

3 So we also had some inquiries about there was a
4 rumor floating out there that it wasn't happening, but we
5 know how the rumors are, but -- and where they come from.
6 But it did happen. The place is complete on the inside.
7 There's a couple of kitchen things that had to be put
8 together, but nothing major inside. We put out the bid,
9 the exterior work which is not mandatory, but it's more,
10 not only cosmetic, it's so to make the place look nicer,
11 but also to be safer with replacing the landscaping, the
12 wall and the sidewalk and maybe some parking lot
13 improvements. So it is open city public parking there,
14 so we're going to do our best to do the -- to make the
15 repairs there also. But they'll all be done before the
16 warming center opens.

17 On a real positive front, we -- I'm sure many
18 noticed that we did an extensive job at paving this year
19 under Commissioner Tawil. We did over \$3 million of
20 paving in the City. A good portion of the City, you
21 know, we have 70 plus miles of lane roads in the City.
22 And paving is not cheap. But we did do probably two and
23 a half to three times as much as we usually do. And we
24 use some of our federal -- ARPA funding and CHIPS funding
25 over the last two years. So we did a great job. The

1 crews were out there doing that 95 degree days paving and
2 it really was a tough road for them, but they -- they
3 made it work. And I know they're going around now
4 patching, doing anyone who has a complaint about the
5 bottom of their driveway. We're -- we're trying to make
6 all those little minor repairs. But for the most part,
7 the jobs came out very nice. And I want to thank DPW for
8 -- for a job well done.

9 In regards to the Census, good news. The --
10 the good news is that we -- we did task the Economic
11 Development Department with working with the Census
12 Bureau on getting people here in the City counted. As
13 you know and we -- every meeting we ended with a slide
14 saying be counted, Census 2021. It's important you
15 count. We get you counted because it's important for our
16 revenue here in the City. And our number two source of
17 revenue behind property taxes is sales tax. And just
18 based on the numbers that have been reported and Kaitlyn
19 was able to pull off of our website. And, by the way,
20 Kaitlyn was given that task by Maria Bruni. So Kaitlyn
21 and Maria worked on the Census outreach and did a
22 fantastic job.

23 The new numbers are pretty -- pretty
24 significant for us. And I was stupid enough not to bring
25 the numbers up. But I can tell you that the article here

1 in the *Patch* which is a paper from Westchester County,
2 it's called the Peekskill-Cortlandt New York area. They
3 identified the 10 fastest growing cities in New York
4 State.

5 As you know, there are 62 New York cities.
6 Many of them had a decline in population. Well, number 4
7 in percentage in growing population in New York State is
8 the City of Middletown. And that's due to the hard work
9 of Kaitlyn, Maria, and others and some of the volunteers
10 and the Census Bureau who were out going door to door
11 trying to get people to sign up and be counted.

12 So we are now over 30,000 people. And Newburg
13 either stayed about the same, Port Jervis stayed about
14 the same. But we are now about 44.6 percent of the
15 population of Orange County of the three cities. In past
16 -- in a past sales tax apportionment, we are around 40 --
17 44 percent. So we'll be going up 2 percent in the
18 apportionment numbers. And Newburg and Port Jervis will
19 be dropping slightly. So we -- well, actually, in the
20 sales tax apportionment that will be coming -- coming
21 forth in the next year or so, we will pick up significant
22 amounts of money for that -- in that apportionment money.
23 So, good job to them. And it was a lot of work, but they
24 -- they made it work.

25 And I think that's all I have other than Gerry
AMERICAN LEGAL TRANSCRIPTION (845) 452-3090

1 is going to ask about the Heritage Trail. And the
2 meetings are continually cancelled. Jacob is in contact
3 with Alan Sorenson. I think they're just waiting for the
4 approval on the correct way to cross East Main Street.
5 That's the last input that I had. The best way to cross
6 East Main Street, not the -- not the shortest route.
7 There's some people who want to go straight across and
8 others want to go up to the corner and through the
9 parking lot. So, we're waiting for them to make that
10 determination. We are still hopeful that that portion of
11 the project will be bid out sometime this year for a
12 spring construction.

13 And that's all I have. Any questions?

14 **PRESIDENT RODRIGUES:** Any questions for the
15 Mayor? Alderman Johnson.

16 **ALD. JOHNSON:** I'm glad to know that you can
17 protect the future, Mayor. That's really reassuring with
18 Alderman Kleiner. You know --

19 **JOSEPH DESTEFANO, MAYOR:** Well, I've been down
20 that road before, I think.

21 **ALD. JOHNSON:** I -- I -- well, still -- you
22 still predicted the future.

23 Alderman Ramkisson and I did do a survey of
24 our Ward. And we want to thank you that most, if not
25 all, of our targeted streets were paid. And the Third

1 Ward appreciates that.

2 A quick question on the warming center. Will
3 the capacity still be maximum of 30?

4 **JOSEPH DESTEFANO, MAYOR:** Yes.

5 **ALD. JOHNSON:** Thank you.

6 **JOSEPH DESTEFANO, MAYOR:** It's -- it's by
7 contract.

8 One other thing before I go to another question
9 is on -- Maria is going to address the Run for Downtown
10 on Saturday. But there's also another event taking place
11 in Davidge Park after the Run from Downtown. It's from 1
12 to 5 p.m. It's from the group It Takes a Village. It's
13 co-sponsored by the City, the City of Middletown Police
14 Department, the Sheriff's Department. And it's a
15 community -- community event at Davidge. They're going
16 to have a softball game, space dominos, Zumba, some food,
17 face painting, bounce houses, flag football drills,
18 sidewalk math, school supply giveaway and more.

19 It's organized by the same committee that
20 organized Juneteeth. And it's under this umbrella It
21 Takes a Village. So you're welcome -- all are welcome to
22 attend. The rain date is August 28th, but, hopefully,
23 they'll be able to pull it off this Saturday. So it will
24 be at Davidge. They will -- they will be doing COVID --
25 practicing the CDC COVID protections that are

1 recommended. And anyone who would like to attend it's
2 free of charge.

3 **PRESIDENT RODRIGUES:** Alderman Kleiner.

4 **ALD. KLEINER:** Thank you. And from our
5 constituents meeting, I would have asked Jacob this
6 question except Jacob is not here. So just somebody
7 asked how the new garbage trucks were doing.

8 **JOSEPH DESTEFANO, MAYOR:** Garbage trucks are
9 doing well. The staff is getting accustomed to them.
10 They'll get quicker and quicker as they -- they move
11 along.

12 There is, you know, one -- one problem we're
13 having is people who have multiple cans or more than one
14 can. Most people have just two. If they have -- if they
15 do have multiple cans they're putting them side by side,
16 so it's hard for the grabber to get in or they're putting
17 them too close to the mailbox. But all those things will
18 be worked out.

19 And, you know, obviously, the tighter streets
20 are the ones that are going to create a bigger problem.
21 So it's -- it's not only getting are the public used to
22 them, but it's also getting the -- the drivers accustomed
23 to doing it. So, it's -- the program is going well.
24 It's positive feedback from the DPW crews. They don't
25 have to get out and break their back lifting those large

1 cans. And but we -- we noticed the streets where there's
2 full compliance they're much cleaner. People -- we get
3 many compliments on how it even looks like the next
4 morning, not garbage cans thrown all over the place. The
5 garbage can placed nicely onto the lawn area or on the --
6 on the sidewalk area.

7 But we do still ask people to comply with the
8 guidelines. We have brochures available at City Hall.
9 We will be mailing out in our water bills those
10 brochures. But anyone who wants a copy, we can email it
11 to you, we can get it online. And it has the
12 instructions as it relates to -- relates to the pickup.

13 So, the -- overall, it's going to be an
14 excellent program for us.

15 **PRESIDENT RODRIGUES:** Thank you.

16 Anyone else? Thank you, Mayor.

17 **JOSEPH DESTEFANO, MAYOR:** Thank you.

18 7. Remarks of the Public Heads

19 **PRESIDENT RODRIGUES:** Okay. Remarks of all the
20 Department heads, Economic Development.

21 **MARIA BRUNI, ECONOMIC DEVELOPMENT:** Good
22 evening, everyone. Tonight I just want to report on the
23 Run for Downtown is this weekend. It's a little bit
24 modified, but it's -- it's happening. We're starting
25 Thursday night with some music in the Run for Downtown

1 park. The group is Side By Side. And then Friday night
2 they're going to have in-person registration at the park.
3 And then also we have our music in Festival Square
4 featuring the Gentlemen of Soul, R & B and soul music.
5 And then the Run for Downtown Saturday morning.
6 Everything starts at 8 a.m.

7 And, you know, I'd like to thank Marshall &
8 Sterling Insurance. They came on board again this year
9 as they have been, I think, for the past four years as
10 the presenting sponsor for \$5,000. And, of course, the
11 City and the business improvement district is the host of
12 this event.

13 And that's about it. If anybody has any
14 questions.

15 **PRESIDENT RODRIGUES:** Any questions for Maria?

16 Thank you, Maria.

17 **MARIA BRUNI, ECONOMIC DEVELOPMENT:** Thank you.

18 **PRESIDENT RODRIGUES:** Fire Chief.

19 **NICK BARBER, FIRE CHIEF:** Good evening,
20 everyone. To date we're at 521 runs in the city. We are
21 also participating in the Run for Downtown. We actually
22 -- the firemen came up with a little group that's going
23 to be probably walking it, but we're going to make it.

24 We still have -- we're still schedule for our
25 parade on October 2nd. Everybody should have gotten an

1 invite through your email. The lineup is at 2, step off
2 is at 3. And after the parade we'll have our festivities
3 up at Davidge Park, trophies and everything else.

4 So that's all I have. Any other questions?
5 Oh, I'm sorry, this Saturday, we also have our Tri-
6 Department Wet Down which will be held at American Legion
7 on Webb Road.

8 **PRESIDENT RODRIGUES:** Now, what companies?

9 **NICK BARBER, FIRE CHIEF:** That would be the
10 Eagles, the Monhagens, and McQuoids. Come on out, grab a
11 bite to eat, get sprayed, have some fun.

12 **PRESIDENT RODRIGUES:** Any question for the fire
13 chief? Thank you, Chief.

14 City Treasurer.

15 **KELLY ANN KELLY, CITY TREASURER:** Good
16 evening. I just want to let everybody know Lenora Liz is
17 the new Deputy Treasurer. And she is starting on Monday.
18 So if anyone is around next week and wants to pop in and
19 say hello to her, she will be brand new and probably want
20 to see some new faces.

21 And there's a resolution tonight for the Mayor
22 to sign, the Capital Market Advisors renewal agreement.
23 And Don just wanted me to say that he really has worked
24 with them for years and they've done a lot of good things
25 for us and that he would recommend them.

1 **PRESIDENT RODRIGUES:** Okay. Any questions?

2 Thank you.

3 Police Chief.

4 **JOHN EWANCIW, POLICE CHIEF:** Good evening. I
5 have nothing this evening unless you have any questions
6 for me.

7 **PRESIDENT RODRIGUES:** Any questions for the
8 Chief? Thank you, Chief.

9 **JOHN EWANCIW, POLICE CHIEF:** Thank you.
10 City Clerk.

11 **JOHN NAUMCHIK, CITY CLERK:** I have nothing this
12 evening.

13 **PRESIDENT RODRIGUES:** Any questions for John?
14 All right.

15 8. Public Hearings and Grievances.

16 (Nothing this evening.)

17 9. Petitions and Complaints

18 (Nothing this evening.)

19 10. Remarks of the Alderman.

20 **PRESIDENT RODRIGUES:** Okay. Remarks of
21 Alderman. Alderman Masi.

22 **ALD. MASI:** Yeah, good evening. I want to
23 congratulate the two new firefighters and their families.
24 I hope you have a nice long career. And thank you for
25 choosing Middletown.

1 And the second group of thanks I'd like to send
2 out to Kaitlyn McNamara and Maria Bruni for the work that
3 you did on the Census. That really helps us here in
4 Middletown. So thank you very much. That's it.

5 **PRESIDENT RODRIGUES:** Alderman Tobin.

6 **ALD. TOBIN:** Yeah, same thing. I'd like to
7 congratulate the firefighters, Jonas and Barber. And
8 great job on the Census.

9 **PRESIDENT RODRIGUES:** Alderman Green.

10 **ALD. GREEN:** Thank you very much. Yeah, I'll
11 let go the same sentiments. Congratulations to -- to
12 John and Trevor and also to Maria and Kaitlyn on your
13 team. That was a phenomenal job. We all know how tough
14 the Census could be to get done.

15 And I just hope everyone enjoys the Saturday
16 that we have in the city that's packed with three big
17 events. So that's an exciting thing. Things are, you
18 know, slowly but surely getting around. As long as we
19 all get to -- get to the right place and get vaccinated
20 and, you know, mask up when needed and all that. We've
21 lived with for, for the past year. You know, we'll just
22 do it and get to the right spot with that.

23 And I think that's all I have. Thank you.

24 **PRESIDENT RODRIGUES:** Alderman Johnson.

25 **ALD. JOHNSON:** I agree with my colleagues. I

1 have nothing else this evening. Thank you.

2 **PRESIDENT RODRIGUES:** Alderman Ramkissoo.

3 **ALD. RAMKISSOON:** I would just like to welcome
4 our new firefighters. Awesome work on the Census.

5 I just want to remind everyone in the Third
6 Ward that we do have a Ward meeting next Tuesday. It
7 will be in Maple Hill Park. We always have treats. It's
8 at 6:30 weather permitting which has been good to us so
9 far, so hopefully that stays that way. Have a good
10 night.

11 **PRESIDENT RODRIGUES:** Alderman Kleiner.

12 **ALD. KLEINER:** Thank you. Speaking of Ward
13 meetings, we had our Second Ward meeting yesterday. We
14 will try and get questions answered going forward and
15 thank the people who turned out and especially thank
16 Chief Ewanciw who came to our meeting and we had a very
17 interesting discussions.

18 I also want to thank the Mayor who has kindly
19 agreed to come to our next Second Ward meeting. That
20 will be at the regular time, September 13th. It will be
21 the second Monday. So we hope people will turn out for
22 that.

23 And other -- other than that, I'll see people
24 at the -- either at the concerts or the Run for Downtown.
25 Thank you.

1 **PRESIDENT RODRIGUES:** Alderman Burr.

2 **ALD. BURR:** I also agree with my colleagues on
3 the Census and the fire -- new firefighters.

4 Plus, when you're talking 2 percent on the
5 Census of our second biggest revenue in the City in sales
6 tax, 2 percent is big money. Thank you.

7 11. Unfinished Business.

8 (Nothing this evening.)

9 **PRESIDENT RODRIGUES:** That's it. New business.
10
11
12

13 CERTIFICATE

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

20 Signature: *Lisa Kane*

21 Date: August 23, 2021

22 Agency: American Legal Transcription

23 11 Market Street, Suite 215

24 Poughkeepsie, New York 12601
25

12. New Business.

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

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald. Ramkissoon

Date of Adoption 08-17-21

Index No: 166-21

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; Recreation & Parks Department was given a donation in the amount of \$1,100.00 for the purchase of benches and,

WHEREAS; The Middletown Recreation & Parks Department is requesting that, the Common Council accept this donation and authorize the Treasurer to deposit the donation into account A.7110.478 Park Improvements.

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

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald.

Masi

Date of Adoption 08-17-21

Index No: 167-
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

RESOLVED, that the Common Council of the City of Middletown, NY, does hereby authorize the Mayor to submit an application to the County of Orange for "Safe Summer Youth Engagement" funding, and, following approval, to sign any and all necessary contracts on behalf of the City of Middletown.

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Kleiner

Date of Adoption 08-17-21

Index No: 168-
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 Treasurer to transfer \$20,000.00 within the 2021 operating budget of the Middletown Recreation & Parks Department to cover insufficient funds to account #A.8060.470 due to continued improvements and repairs to Recreation Campus, to fix lighting in the gymnasium and add LED lighting in the following manner:

FROM

A.7321.100

Special Programs: Personal Services

AMOUNT

\$20,000.00

TO

A.8060.470

Parks & Rec. Facility:
Repairs to building

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

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Masi

Date of Adoption 08-17-21

Index No: 169-
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 the attached proposal from CPL for engineering services for a structural assessment of the Paramount Theater for a Lump Sum fee of \$6,500.00 plus testing costs.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to fund the proposal from the Paramount's capital project account.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Burr

Date of Adoption 08-17-21

Index No: 170-21

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 the attached contract to accept an award in the amount of \$14,476 given to us by the New York State Governor's Traffic Safety Committee for the use in the "Police Traffic Services" program effective October 1, 2021 and that that the funding be deposited into our existing Traffic Services budget line A.3124.103.

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

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoo

Sec'd by Ald. Tobin

Date of Adoption 08-17-21

Index No: 171-
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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached renewal agreement of the financial advisory services with Capital Markets Advisors, LLC which the terms and conditions are the same as previous years.

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

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Green

Date of Adoption 08-17-21

Index No: 172-21

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 approves to amend the City Code Chapter 460, Vehicle and Traffic, Section 460-11 Through streets; stop streets; yield intersections to add the following:

B. Stop Streets

Houston Avenue Extension: Beth Place will be a stop street at Houston Avenue Extension

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

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Green

Date of Adoption 08-17-21

Index No: 173-
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 the attached contract of sale of 2.5 acres of vacant land from the Missionary Society of our Lady of Mt. Carmel of the State of New York, costing \$70,000 for the purpose of erecting a water tank. This is budgeted in capital account H.0957.966.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Ramkissoon

Date of Adoption 08-17-21

Index No: 174-21

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 hereby approves the closing of Wilcox Avenue at West Main Street and Hanford Street for a Neighborhood Block Party on Saturday, August 21, 2021 from 2:00PM to 10:00PM.

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Tobin

Date of Adoption 08-17-21

Index No: 175-21

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 hereby authorizes the Chief of Police to close all necessary streets for the Fire Department Parade on Saturday, October 2, 2021, line up at 2:00PM on Highland Avenue, and step off at 3:00PM, finishing at Thrall Park.

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

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoo

Sec'd by Ald. Green

Date of Adoption 08-17-21

Index No: 176-
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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the purchase of property at 37 Kohler Road, Mount Hope, Section 16, Block 1, Lot 37.2 with the Estate of William and Frances Johnnans, for the purchase price of \$117,500.00 and authorize the Mayor to sign the contract of sale and to sign all documents related to the acquisition of the property.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to fund the purchase through the approved Capital Project #H.0957.966 (Water Shed Expansion).

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

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Johnson

Date of Adoption 08-17-21

Index No: 177-21

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 Treasurer to transfer \$234,000.00 within the Police Department 2021 budget to cover the cost of overtime incurred by staffing the vaccination clinic located at the Orange County Community College from March 18, 2021 through July 26, 2021 in the following manner:

From
A.3120.100
Personnel Services

Amount
\$234,000.00

To
A.3120.103
Overtime

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

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Burr

Date of Adoption 08-17-21

Index No: 178-
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 hereby authorizes the extension of the closing of Union Street for the Farmers Market, every Saturday from 7 AM to 2 PM from August 14, 2021 to October 23, 2021.

14. Audit

On motion of Ald. Masi seconded by Ald. Johnson

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: Ramkissoon, Tobin, Kleiner, Johnson, Burr, Green, Masi,
President Rodrigues

15. Adjournment

There being no further business meeting adjourned at 08:29 PM

Bob Lounsbury Jr.
PO Box 2187
Middletown NY 10940

RECEIVED
AUG 17 2021
City Clerk
City of Middletown

August 17, 2021

City of Middletown
ATTN: Mayor Joseph M. DeStefano
Common Council
16 James Street
Middletown NY 10940

TO
CC

RE: Lease 103 North Street (see attached)

Dear Mayor DeStefano:

I am asking the Common Council to please review the attached lease that I have with the City of Middletown. I recently entered into a contract to sell 102-104 North Street. The Buyer would also like to buy 103 North Street as well.

In reviewing the attached lease, it has been brought to my attention that I do not have a way of terminating this lease with the City if I decided to sell my property. This could have been avoided had I had my attorney review the lease before signing.

I am sure that the Common Council would have amended the lease to give me that option, if it had been brought to your attention.

Please advise on terminating this lease so I can move forward with the sale of my property.

Thanks in advance for your help and cooperation with this matter.

Sincerely,

Bob Lounsbury, Jr.
Attachment: Lease



LEASE AGREEMENT

THIS AGREEMENT, made effective the 8 day of June, 2018, between:

ROBERT LOUNSBURY, sole proprietor, with his principal office located at 104 North Street, hereinafter referred to as LANDLORD; and

CITY OF MIDDLETOWN, City Hall, 16 James Street, Middletown, New York 10940, hereinafter referred to as TENANT.

WHEREAS, Landlord owns a vacant lot located on North Street with the address of 103 North Street (Section 31, Block 2, Lot 13) Middletown, New York ("the Lot"), presently used and maintained as a parking lot;

WHEREAS, Landlord is willing to lease the Lot to the City for use as a municipal parking lot, on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth below, the parties agree as follows:

1. The Landlord agrees to lease the Lot to the City for use as a municipal parking lot. This Lease Agreement shall be for five years with the City having the option of renewing for twenty years.
2. The rental price will be \$1.00 per year.
3. The Tenant agrees to lease all the parking spots and shall bear the cost and installation of any appropriate signage and shall make said lot a municipal lot for use of shoppers in the business district.
4. The Tenant shall be responsible for keeping the designated spaces free and clear of all garbage and debris.
5. The Tenant shall assume all costs and expenses associated with the designated spaces.
6. The Tenant shall be responsible for snow and ice removal from the designated spaces.
7. The Tenant shall maintain the designated spaces in good working order and shall fill in all holes and potholes, and shall repair any and all damaged railing and fences, at its sole cost and expense.
8. The Tenant shall carry a minimum of \$1,000,000 Combined Single Limit for Liability and provide a Certificate of Insurance naming the Landlord as Additional Insured with respect to the parking lot.
9. The Tenant agrees to indemnify and hold harmless the Landlord, his heirs, successors, distributees and assigns, to the fullest extent allowed by law for any and all claims made against the Landlord, his heirs, successors, distributees and assigns, in connection with the use of the subject parking lot, which the Landlord, his heirs, successors, distributees and assigns may suffer by reason of any negligence, fault, act or omission of the City, its employees, officials, representatives, assignees or agents. Such indemnification does not

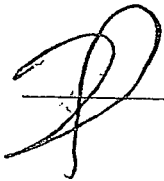
apply if the liabilities, claims or damages are attributed to direct actions of the Landlord, his agents or employees.

10. The Landlord agrees to indemnify and hold harmless the Tenant to the fullest extent allowed by law for any and all claims made against the Tenant in connection with the use of the subject parking lot, which the Tenant may suffer by reason of any negligence, fault, act or omission of the Landlord, his employees, officials, representatives, assignees or agents. Such indemnification does not apply if the liabilities, claims or damages are attributed to direct actions of the Tenant, its agents or employees.
11. This lease shall not be recorded in any public recording office.
12. The Tenant agrees that, upon the termination or cancellation of this lease or any renewals thereof, all the improvements to the real property furnished by the Tenant or any replacements thereof shall become the property of the Landlord.
13. The Landlord represents that he is the owner of said property and that he has done nothing to cloud title as to ownership.
14. Landlord is consenting to Lease so that he will not have to maintain the parking area any longer. The benefit to the Landlord is that the parking lot will be maintained by the Tenant while the Tenant gets the benefit of adding additional parking spaces to the crowded business district to be used by the public at large.
15. Landlord will remain responsible for the taxes and any other fees that he has been paying other than plowing and maintenance which the Tenant will now assume.

IN WITNESS WHEREOF, the parties below hereby execute the Lease Agreement at Middletown, New York as of the 8 day of June, 2018.

LANDLORD:

Robert Lounsbury

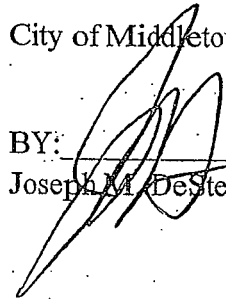


TENANT:

City of Middletown

BY:

Joseph M. DeStefano, Mayor



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

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Kleiner

Date of Adoption 06-05-18

Index No: 161-18

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 a lease of the parking lot across from Lounsbury's Sporting Goods that has expired and that the owner of the lot is interested in renewing the lease on the same terms and conditions as before.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to renew the lease of the parking lot across from Lounsbury's Sporting Goods and authorize the Mayor to sign the attached lease.



Kiwanis

Kiwanis Club of Middletown
PO Box 752, Middletown NY 10940
www.kiwanis-middletown.org

www.kiwanis.org

September 1, 2021

CLUB OFFICERS

President

Christine Mahoney
deitz5@yahoo.com

President-elect

Diane Flynn
flynn.diane@ymail.com

Treasurer

Keith Krogslund
keithkrogslund@gmail.com

Secretary

Gerda Krogslund
gerdakrogslund@frontier.com

Immediate Past President

Gef Chumard
gchumard@cplteam.com

CLUB DIRECTORS 2021-2022

Joseph Barrett
Lou Heimbach
Major Mary Moore
Sue Sheehan

2019-2021

Chuck Krogslund
Claire Piccorelli
Sue Scott
Rev. Peter Rustico

Mission of Kiwanis: Kiwanis is a global organization of volunteers dedicated to improving the world one child and one community at a time.

Honorable Mayor Joseph DeStefano and Common Council
Middletown City Hall
16 James Street
Middletown, NY 10940

Dear Honorable Mayor DeStefano,

On behalf of the Kiwanis Club of Middletown, I would like to invite you and the Common Council to our first Annual Tree Dedication. Every year we would like to dedicate a tree in honor of, or in memory of, an individual whose actions or deeds have positively impacted the Middletown community. This year, the tree will be in honor of Past Police Chief Louis Ogden Jr.

The ceremony will be held on Wednesday, September 29, 2021 at 10:00AM on the Heritage Trail next to the new farmer's market pavilion and West Main Street. The area will be designated with several balloons.

We hope you will be able to join us in this dedication and recognition of our wonderful Past Police Chief Louis Ogden Jr. We would also like to acknowledge the help and support the city has given us in this project. We look forward to you joining us on this wonderful occasion.

Yours in Kiwanis Service,

Gerda Krogslund

Secretary
Kiwanis Club of Middletown

RECEIVED

AUG 30 2021

City Clerk
City of Middletown

RECEIVED/FILED



**Agriculture
and Markets**

RECEIVED

AUG 30 2021

**City Clerk
City of Middletown**

July 26, 2021

Joseph DeStefano
City Mayor - City of Middletown
16 James St
Middletown, NY 10940

RECEIVED/FILED

Enclosed is the **Dog Control Officer Inspection Report** completed on **07/22/2021**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Joyce Amels
Animal Health Inspector
(845) 500-1498

DOG CONTROL OFFICER INSPECTION REPORT - DL-89Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **7/22/21 10:00 am****BILL HIMARAS
2 JAMES STREET
MIDDLETOWN NY 10940**Inspector: **Joyce Amels**Inspector #: **67**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|--|-----|
| 1. Equipment is available for proper capture and holding | Yes |
| 2. Dogs are held and transported safely | Yes |
| 3. Equipment maintained in clean and sanitary condition | Yes |
| 4. Veterinary care is provided when necessary | Yes |
| 5. Dogs are euthanized humanely | Yes |
| 6. Complete seizure and disposition records are maintained for all seized dogs | Yes |
| 7. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 8. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 9. Owners of identified dogs are properly notified | Yes |
| 10. Redeemed dogs are licensed before release | Yes |
| 11. Proper impoundment fees paid before dogs are released | Yes |

RECEIVED
AUG 30 2021
City Clerk
City of Middletown

Town - City - Village Information for Inspection:

TCV CODE TCV NAME

3321 City of Middletown

Additional Information for Inspection:

Number of Dogs Seized:

Number of dogs seized since previous inspection: 18

Associated Municipal Shelter(s):

Name of Shelter(s): Humane Society of Deerpark / Port Jervis

Holding Facility:

Dogs held before transport to shelter? (Yes/No): no

Location(s): N/A

REMARKS:**REPRESENTATIVE PRESENT FOR INSPECTION: Bill Himaras**
TITLE: DCO**REVIEWED BY: Eloise Herrman**
REVIEWED DATE: 07/23/2021RECEIVED
JUL 26 2021
CITY CLERK
CITY OF MIDDLETOWN



**Agriculture
and Markets**

RECEIVED

AUG 12 2021

MAYOR'S OFFICE

Joseph DeStefano
City Mayor - City of Middletown
16 James St
Middletown, NY 10940

August 10, 2021

RECEIVED

AUG 30 2021

**City Clerk
City of Middletown**

RECEIVED/FILED

Enclosed is the **Municipal Shelter Inspection Report** completed on **08/06/2021**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Unsatisfactory" for reasons noted on the report.

Please discuss this notice with municipal officials and take appropriate action so that municipal shelter services are in compliance.

Another inspection will occur in approximately **(30) days** after the date of inspection. It is anticipated that all deficiencies will be corrected by this time.

If you have any questions regarding this inspection, please feel free to contact Joyce Amels, Animal Health Inspector at (845) 500-1498.

Dr. David M. Chico
Veterinarian 3
(518) 457-3502

MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Unsatisfactory30**Purpose: **Inspection**DATE/TOA: **8/6/21 10:45 am**

HUMANE SOCIETY OF PORT JERVIS-DEER PK INC
202 RTE 209
PORT JERVIS NY 12771

Inspector: **Joyce Amels**Inspector #: **67**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|---|-----|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | No |
| <i>Interior and exterior kennels need resurfacing and resurfacing</i>
4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Yes |

RECEIVED
AUG 30 2021
City Clerk
City of Middletown

Town - City - Village Information for Inspection:

TCV CODE TCV NAME

3305	Town of Deerpark
3307	Town of Greenville
4811	Town of Mamakating
3319	Town of Wawayanda
3321	City of Middletown
3323	City of Port Jervis

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **CC**
TITLE: **shelter manager**

REVIEWED BY: **David Chico**
REVIEWED DATE: **08/09/2021**

RECEIVED
AUG 10 2021
CITY CLERK
CITY OF MIDDLETOWN

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

Index No: _____

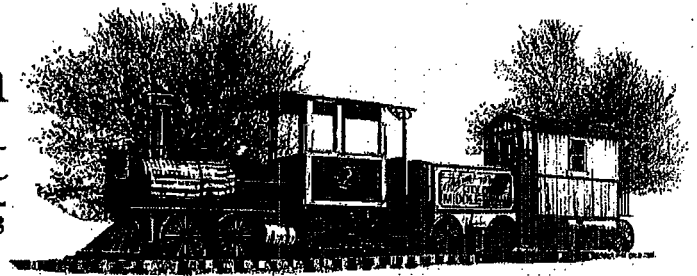
NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS; Recreation & Parks Department was given a donation in the amount of \$1,300.00 for the purchase of benches and,

WHEREAS; The Middletown Recreation & Parks Department is requesting that the Common Council accept this donation and authorize the Treasurer to deposit the donation into account A.7110.478 Park Improvements.

Middletown Recreation and Parks Department

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



Wednesday, August 18, 2021

RECEIVED

AUG 18 2021

City Clerk
City of Middletown

Dear Board of Estimates & Council Members:

The Recreation & Parks Department received a donation from Don Beeler, Chairman of the Board at Garnet Health in the amount of \$1,300.00 for the purchase a bench in honor of Kitty and Harry Rotolo to be installed at the Middletown Reservoir Trails. In order to accept this donation, please authorize the following resolution:

WHEREAS; Recreation & Parks Department was given a donation in the amount of \$1,300.00 for the purchase of benches and,

WHEREAS; The Middletown Recreation & Parks Department is requesting that the Common Council accept this donation and authorize the Treasurer to deposit the donation into account A.7110.478 Park Improvements.

Sincerely,

A handwritten signature in cursive script that reads "Raelynn Bertholf".

Raelynn Bertholf, Assistant Superintendent
Middletown Recreation & Parks Dept.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached proposal from CDM Smith for additional professional engineering services, allowing them to continue grant project support for the City of Middletown. The cost to amend the current contract with CDM Smith is estimated to be \$75,000. This would be an amendment to the current authorization under City Resolution 44-18, which has previously been amended under resolutions 164-19 and 134-20.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$75,000.00 within the DPW 2021 budget which would be included in future reimbursement requests made on behalf of the City of Middletown to NYSDEC under the contracts for the City's two WQIP grants in the following manner:

FROM	AMOUNT	TO
H.0967.966	\$75,000.00	F.8310.400
Land Acquisition-Water		Water Administration Contractual
Protection Project		
Purchase of Property		

Department of Public Works

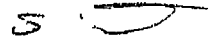
RECEIVED

Memorandum

AUG 30 2021
City Clerk
City of Middletown

To: Honorable Mayor Joseph DeStefano, Honorable Members of the Board of Estimate and Apportionment and Treasurer Kelly A. Kelly

Cc: City Clerk John Naumchik

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

Date: 8/25/2021

RE: Request for Approval of Proposal for Continued Grant Project Support

Enclosed, please find a proposal from CDM Smith for additional professional engineering services, allowing them to continue grant project support for the City of Middletown. The cost to amend the current contract with CDM Smith is estimated to be \$75,000. This would be an amendment to the current authorization under City Resolution 44-18, which has previously been amended under resolutions 164-19 and 134-20.

The \$75,000 that we are requesting at this time, would be included in future reimbursement requests made on behalf of the City of Middletown to NYSDEC under the contracts for the City's two WQIP grants.

We respectfully request, that the \$75,000 need to cover this proposal come from capital line H.0967.966, Land Acquisition-Water Protection Project Purchase of Property, and be transferred into account F.8310.400, Water Administration Contractual.

Thank you.



60 Crossways Park Drive West
Suite 340
Woodbury, New York 11797
tel: 516-496-8400
fax: 516-921-1521

April 9, 2021

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

Subject: Proposal for Professional Engineering Services
WQIP (Rounds 14 and 15) Continued Grant Project Support 2021

Dear Jacob:

Thank you for providing Camp Dresser McKee & Smith (CDM Smith) with the opportunity to continue to provide the City of Middletown (City) with professional engineering services associated with the City's watershed protection grant projects. CDM Smith has successfully supported the City in obtaining more than \$6 million in grant funding under two New York State Department of Environmental Conservation (NYSDEC) Water Quality Improvement Project Program (WQIP) grant funding cycles (Round 14 and Round 15).

As you are aware, the awards under the WQIP grants provide for reimbursement of the efforts made by the City and its consultants in securing properties and making improvements to the parcel(s) such as creating a functioning riparian buffer. The two grant contracts entered into by the City, require a 25% match based on the expenditures in securing parcels and or conservations easements within the Kinch watershed. Design costs for riparian buffer improvements are also reimbursable under the same terms of the grant.

The following table is a summary of the grant funds awarded by expense type (that can be applied for by reimbursement) as included in the City's WQIP Round 14 and Round 15 grant contracts.





Mr. Jacob Tawil, P.E.

April 9, 2021

Page 2

Expense Type	WQIP Grant Round 14 (grant funds)	WQIP Grant Round 15 (grant funds)
City Personal Services	\$148,440	\$91,231
Contractual Services (Including planning, engineering, design, surveyor, outside counsel and realtor)	\$883,125	\$785,625
Land acquisition (fee or conservation easement)	\$2,025,000	\$2,122,500
Total	\$3,056,565	\$2,999,326

For CDM Smith to continue to provide technical and administrative services associated with the two WQIP Land Acquisition grant contracts, an amendment to our current authorization is required.

The table below provides a list of the City Council Resolutions, scope of services, authorized funding and status of work. CDM Smith's original authorization was for \$53,400 in February 2018. That original authorization was amended in July 2019 by \$70,000. The third amendment was for \$75,000 and was authorized by the City in July 2020.

Previous Resolutions as passed by the City Council related to grant application preparation support and services associated with the technical and administrative requirements of approved grants are listed as follows.



Mr. Jacob Tawil, P.E.

April 9, 2021

Page 3

Resolution Number and Date	Scope	Authorized Amount	Work Status
44-18 Date: 02-06-18	WQIP Grant contract administration (Rd 14 and GIS) and HREP Source Water Protection Plan grant funding. Support City's preparation of WQIP grant application Round 15.	\$53,400	Work Complete (Grants totally more than \$6.2 million under WQIP Rd 14 + 15)
164-19 165-19 166-19 Date: 07-16-19	Support City's preparation of three grant applications (WQIP Land Acquisition for Source Water Protection, EFC and NYSERDA FlexTech)	\$8,000 \$6,000 \$6,000	Work Complete (Grants totally \$25K)
164-19 (amends 44-18) Date: 07-16-19	WQIP (Rd 14 and 15) technical services (reimbursable under the terms of the grants)	\$50,000	Work completed
134-20 (amends 44-18) Date: 07-07-20	WQIP (Rounds 14 and 15) technical services reimbursable under the terms of the grants, plus non-reimbursable administrative services	\$75,000	Funding depleted; work is ongoing.

Services provided to date include supporting the City on its most recent land acquisitions, Banca parcel and USA Construction Parcel. The reimbursement request for the purchase of these two parcels has been assembled and totals more than \$2.6 million.

To continue to provide technical and administrative WQIP Land Acquisition grant support to the City of Middletown a resolution amending CDM Smith's existing contract is requested. The cost for CDM Smith to provide continued technical and administrative services in support of the two existing WQIP Land Acquisition grants (Round 14 and 15) through the end of 2021 is estimated at \$75,000. These services include.



Mr. Jacob Tawil, P.E.

April 9, 2021

Page 4

- Contract updates in the Grant Gateway,
- coordination of parcel identification and purchase with the City's commercial realtor,
- providing review and guidance as to the application of the terms of the grants and the City's efforts to acquire land in the watershed,
- prepare environmental assessment reports for parcels of interest using available information,
- maintain and update parcel interest status in GIS,
- assembling submittals to NYSDEC grant manager,
- participate on conference calls with NYSDEC, respond to NYSDEC questions and information requests on parcels of interest,
- prepare quarterly progress reports on behalf of the City for submittal to NYSDEC grant manager, and
- assemble reimbursement requests associated with the successful purchase of parcels for watershed protection.

These costs (as for the prior \$50,000 and \$75,000 authorized under Resolution 164-19 and Resolution 134-20, respectively) would be included in future reimbursement requests made to NYSDEC under the terms of the City's two WQIP grant contracts. Request for reimbursement will be assembled by CDM Smith for the City's submittal following the City's future successful parcel or parcels acquisition. Reimbursement to the City by NYSDEC under the terms of the two WQIP Land Acquisition grants would be a maximum of \$56,250 (75% of \$75,000).

The requested \$75,000 amendment to provide the City with continued technical and administrative service through the end of 2021 associated with the two WQIP Land Acquisition grants can be an amendment to our current authorization for grant project assistance to the City under Resolution 44-18 as amended by Resolution 164-19 and Resolution 134-20. Payment terms will remain as per the original contract.

This amendment does not include field investigative services that would be required to support the design of riparian buffer enhancements. These services will be parcel specific and will be determined jointly with the City based on the condition of the acquired parcel(s). As parcel preservation is the stated intent of the two recent parcel purchases, shoreline stabilization and upland improvements to limit erosion and runoff to the Shawangunk Kill and Kinch Pond would be the focus of these improvements. The WQIP grants identify design and shoreline improvement costs as reimbursable cost items.



Mr. Jacob Tawil, P.E.

April 9, 2021

Page 5

We look forward to continuing to work with the City on this important assignment. Please feel free to contact me at 516-730-3916 or via email at kellykf@cdmsmith.com if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'KF Kelly'.

Keith F. Kelly, P.E.

Partner

Camp Dresser McKee & Smith

Cc: T. Schoettle, CDM Smith
N. Vignola-Henry, CDM Smith

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

Index No: _____

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				

WHEREAS; The Middletown Courthouse Renovation Project will include a schematic design phase of the project through the construction administration phase, for a total fee of \$215,600, and

WHEREAS; there is a remaining total of \$118,916.90 on the current purchase order for this project. Having to subtract the remaining balance of the current fee authorization, the additional fee amount requested is \$96,683.10.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached updated proposal from B&L to provide additional engineering design services for the new Middletown Courthouse Renovation Project, the former Federal Courthouse.

LET IT BE FURTHER RESOLVED: that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to fund the project in the amount of \$96,683.10 from the project funding H.0916.900 line.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

AUG 30 2021

City Clerk
City of Middletown

Date: August 25, 2021
To: Board of Estimate and Apportionment
From: Jacob Tawil, Commissioner of Public Works 
Re: B&L Proposal for Additional Engineering Design:
Middletown Courthouse

Barton and Loguidice has submitted an updated proposal to provide additional engineering design services for the new Middletown Courthouse Renovation Project, the former Federal Courthouse.

This work would include the schematic design phase of the project through the construction administration phase, for a total fee of \$215,600. There is a remaining total of \$118,916.90 on the current purchase order for this project. Having to subtract the remaining balance of the current fee authorization, the additional fee amount being requested is \$96,683.10.

We are requesting the authorization to have the Mayor sign the attached proposal for \$96,683.10 for this work.

We will use available project funding for this proposal and continue to evaluate the project funding needs, as design plans are being finalized.

Thank you.

JT/kg

Barton & Loguidice

May 13, 2021

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

Re: City of Middletown New Courthouse Facility

File: 1753.008.001

Dear Mr. Tawil:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide the City of Middletown (City) with an updated proposal to provide the Engineering Services for the renovation of the former Federal Courthouse building into the new Middletown Courthouse facility.

As you are aware, B&L has worked with the City through the progression of the space programming to adapt the former Federal Courthouse into the new City of Middletown Courthouse. This process has taken nearly three years to accomplish and has involved several floor plan iterations and reviews with City officials and the State Office of Court Administration (OCA). Based on our most recent design meeting with the City and OCA on February 17, 2021, it is our understanding that an acceptable space program has been developed and the City would now like to proceed with renovations to the former Federal Courthouse facility.

With the conclusion of the new space programming, OCA has agreed to a "reduced scope" floor plan that provides sufficient space and security, without requiring a large building addition to accommodate a full sized second courtroom. B&L has received approval from the City to progress this floor plan into Construction Documents for implementation of the project.

To assist the City of Middletown, B&L offers the following Scope of Engineering Services for your consideration based on the approved Programming Phase floor plan.

Scope of Engineering Services

Schematic Design Phase

1. Conduct site visits to further document existing conditions and identify the existing construction to the extent necessary for the renovations. The site visit will include coordination with the City's HVAC maintenance provider to test the existing rooftop units in order to determine whether the existing units are functional and can be reused.



2. Develop Schematic Design Drawings (35%) and a representative opinion of probable constructions costs for the renovations. Design to include:
 - Site design to develop access to new north side entrances of the building;
 - Architectural design of the new interior and exterior renovations;
 - Structural design for the new interior and exterior renovations, including a new 150 sf second floor addition;
 - HVAC system design as required for the new interior renovations utilizing new and existing equipment and ventilation systems;
 - Plumbing design as required for the interior renovations utilizing new and existing systems;
 - Electrical design for power, lighting, emergency generator, security systems and IT/data system wiring and conduit to accommodate the reconfigured/renovated spaces; and
 - Fire protection design modifications to accommodate the new floor plans.
3. Submit Schematic Design Drawings (35%) and the preliminary opinion of costs in pdf format to the City of Middletown and OCA for review and comment.

Design Development Phase

1. Meet with the OCA representatives and City of Middletown staff to discuss the schematic design review.
2. Develop Detailed Design Development Drawings and technical specifications (65%), incorporating the applicable review comments received as a result of the Schematic Design review. Drawings to include:
 - Site work plans and details
 - Architectural and structural plans and details
 - HVAC plans and details
 - Plumbing plans and details
 - Electrical plans and details
3. Develop a revised opinion of probable construction costs, based on the Detailed Design Development Drawings.
4. Submit the Detailed Design Development Drawings (65%), technical specifications, and revised opinion of probable construction costs in pdf format to the City of Middletown staff and OCA representatives for review and comment.
5. Meet with OCA representatives and City of Middletown staff to discuss the design review.
6. Develop Detailed Design Development Drawings and technical specifications (95%), incorporating the applicable review comments received as a result of the Detailed Design Development Document review.
7. Submit the Detailed Design Development Drawings (95%), technical specifications, and revised estimate of probable construction costs in pdf format to the City of Middletown staff and the State Unified Court System representative for review and comment. It is anticipated that comments generated from this review will be minor and will not dictate the need for a review meeting.



8. Develop the final Contract Documents for the renovations incorporating any final comments, including Contract Drawings and Specification Book. Contract Documents will include stamped Contract Drawings and Specification Book including General Conditions/Provisions, Bidding Documents, Contract Agreement, and Technical Specifications for the trade contracts of the project.
9. Provide the Contract Documents in electronic format for distribution to prospective bidders for competitive public bidding of the project.

Bidding and Construction Phase

1. Attend a pre-bid meeting at the project site with City of Middletown staff and prospective bidders to review the project scope and the existing facility.
2. Assist the City of Middletown with bidders' questions and addenda (if required) during the competitive bidding of the project.
3. Review the bids received and provide the City of Middletown with a canvass of those bids with a recommendation of award.
4. Attend a preconstruction meeting with the City of Middletown Staff and Contractors, taking meeting notes and distributing those notes to all participants.
5. Review Contractor's shop drawings for general conformance with the Contract Documents. A maximum of two (2) reviews of any one shop drawing is included.
6. Conduct site visits to the project site during construction to observe the progress of the various Contractor's work, assess the work for conformance with the Contract Documents, inspect critical aspects of the work, conduct the special inspections required by NYS Building Code, and assist in the coordination of the work and resolution of conflicts and/or unforeseen conditions that may be encountered. We anticipate a total of ten (10) construction site visits for the duration of the construction project phase. If additional site visits become necessary and authorized by the City of Middletown, they will be provided based upon time and expense in accordance with our current billing rates.
7. In addition to the construction site visits, B&L will attend bi-weekly job meetings with the Contractors and City of Middletown staff, taking meeting notes and distributing those notes to all participants. This would include a total of thirteen (13) bi-weekly job meetings. If additional job meetings are requested and authorized by the City of Middletown, they will be provided based upon time and expense in accordance with our current billing rates.
8. Provide technical assistance to the City of Middletown staff via telephone throughout the duration of the project work.
9. Review Contractor's payment applications and forward them to the City of Middletown for processing.
10. Assess Contractor's claims and process Change Orders to the Contract(s) as may be required.
11. Conduct a punch list inspection and final inspection of the completed project work.



Technical Assumptions

1. Full-time Construction Oversight services during construction are not included in this proposal. If requested and authorized by the City, these services and the associated scope and fee can be negotiated with the City at a later date following final design of the project and once the scope of services required during construction is established.
2. No hazardous materials testing, assessment or abatement design is included in this proposal. If determined necessary and requested by the City of Middletown, these services can be provided by subsequent proposal once the scope of services can be established.
3. Existing facility utilities are adequate for the proposed renovations and no significant modification of the existing facility's natural gas, water, sanitary sewer, and electric service will be required. If any utility system(s) are determined inadequate and upgrades are necessitated and requested by the City of Middletown, these engineering services can be provided by subsequent proposal once the scope of services can be established.
4. It is assumed that the electrical design for conduit and wiring between all IT, data and security equipment, as well as power requirements to said devices and panels, is included in the Scope of Services for the project. The design will also include the IT/data/security equipment required for the Court space based upon information provided by the New York State Unified Court System.
5. The interior design and specification of new and re-used furniture, fixtures and equipment (FFE) for the renovated Courthouse facility will be provided by the Owner. If requested by the City of Middletown, these services can be provided by subsequent proposal for review and approval once the scope of services can be established.

Based on the scope of services, B&L proposes the following fees for this project:

Schematic Design Phase	\$ 45,900.00
Design Development Phase	\$118,000.00
Bidding and Construction Phase	\$ 51,700.00

B&L previously received authorization in 2018 from the City for a fee of \$176,100, which included the Programming Phase, Schematic Design, Design Development and Construction Contract Administration. This fee was based on an estimated scope of services, as the Programming Phase had not yet been conducted. We have currently completed the Programming Phase only and have used \$57,183.10 of the previously authorized fee. Please note that the Programming Phase was exceeded by \$27,808.75 due to the significantly long duration (2.5 years) and multiple iterative concepts developed through the programming phase that were not anticipated nor included in our original proposal. During the Programming Phase, the City authorized B&L to continue billing against the \$176,100 fee to accommodate the additional services through the completion of the Programming Phase. There is currently a balance of \$118,916.90 remaining on the original fee authorization.

Jacob S. Tawil, P.E.
City of Middletown
May 13, 2021
Revised June 8, 2021
Page 5



Our current proposal is based on the final design concept that OCA and the City agreed to on February 17, 2021, and includes the schematic design phase through construction administration phase for a total standalone fee of \$215,600.00. Subtracting the remaining \$118,916.90 of the current fee authorization, the supplemental fee amount requested would be \$96,683.10.

We hope you find this proposal acceptable and look forward to working with you on the successful completion of this project. If you have any questions, or wish to discuss any item within this proposal, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Dean G. Mason', is written over a horizontal line.

Dean G. Mason, P.E.
Vice President

DGM/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by City of Middletown ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

[Name and Title]
City of Middletown

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$75,000.00 within the DPW budget due to a major increase in overtime hours worked by the department due to the distribution of the new garbage and recycling carts to all City residents and the newly implemented Sanitation plan in the following manner:

FROM	AMOUNT	TO
A.8160.100	\$75,000.00	A.8160.103
Personal Service		Sanitation Overtime

Department of Public Works

Memorandum

RECEIVED
AUG 30 2021
City Clerk
City of Middletown

To: Honorable Members of the Board of Estimate & Apportionment, Members of the Common Council, and Treasurer Kelly A. Kelly

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

Date: August 25, 2021

Re: Overdrawn Sanitation Overtime Account A.8160.103

We are respectfully requesting a transfer of funds from the Personal Service line, A.8160.100, into the Sanitation Overtime account, A.8160.103. This account was recently overdrawn, due to a major increase in overtime hours worked by the department due to the distribution of the new garbage and recycling carts to all City residents and the newly implemented Sanitation plan. Also, ever since we provided the residents with the recycling carts, almost every house has started recycling, which has caused our Friday recyclable collection time to double-meaning it's now taking two shifts: 1st shift being charged regular hours and the 2nd shift being charged to overtime).

Requested Transfers:

	Appr./ Budgeted Appropriation	Used to Date (8/18/21)	Requested Transfer
Waste Collection OT Acct. 8160.103	\$75,000	\$80,077.06	\$50,000.00 from A.8160.100- Personal Services

Respectfully submitted,

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

kg

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

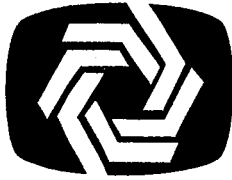
Date of Adoption 09-07-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached contract with New York Security Systems Inc for the Video Surveillance and Access Control System Service/Contract Maintenance program for City Hall and Community Center in the amount of \$500.00 per month on an annual payment of \$6,000.00.

LET IT BE FUTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to fund the program from the A.1490.400 account.



New York Security Systems, Inc.

VIDEO SURVEILLANCE SPECIALISTS • INTEGRATED SYSTEMS

RECEIVED

AUG 20 2021

City Clerk
City of Middletown

July 30, 2021

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

Re: Security System Service Agreement

Dear Joe:

It has now been 1 year since we officially completed the installation of your video surveillance and access control; system in Middletown City Hall and Community Center. As you already know, the price of your system included a full year unlimited "on site" service with immediate replacement of any defective equipment. We certainly hope that you are satisfied with the performance and would like you to know that we are able to maintain your system so that it operates at the high quality you have become accustomed to.

The 1 year unlimited "on site" service warranty will expire on August 1, 2021. We would like to take the opportunity to explain our policies concerning the service and maintenance of your system.

Ultimately, we strongly recommend that you consider our service contract/ maintenance program. We feel this is the most prudent choice economically, as well as to ensure that your system be fully operational and functional at all times.

Our service contract not only includes unlimited onsite service, labor and telephone support but also includes repair and/or replacement of all components with loaners, while the equipment is being serviced. Routine scheduled preventative maintenance, a necessity for a well operating system, will be performed several times a year.

Joseph M. DeStefano, Mayor
City of Middletown

page -2-

As an industry standard, complete service agreements (all parts and labor) such as ours are normally quoted at .6% per month of the installed price.

Because of our close business relationship, I submit the following quote for your Video Surveillance and Access Control System:

LOCATION	INSTALLED PRICE	STANDARD SERVICE CONTRACT RATE PER MONTH	PREFERRED CLIENT SERVICE CONTRACT RATE PER MONTH
City Hall & Community Center	100,000	600	500

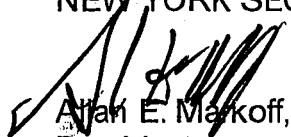
All rates are based upon one annual payment, in advance.

I enclose our Service Contract Terms and Conditions and the Advantages of New York Security Systems, Inc. Service contract, for your review.

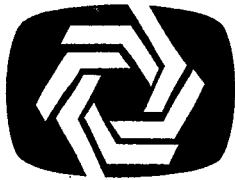
I look forward to adding City of Middletown to our very valued list of service contract clients.

Sincerely yours,

NEW YORK SECURITY SYSTEMS, INC.


Alan E. Markoff,
President





New York Security Systems, Inc.

VIDEO SURVEILLANCE SPECIALISTS • INTEGRATED SYSTEMS

NEW YORK SECURITY SYSTEMS, INC. SERVICE CONTRACT

TERMS AND CONDITIONS

WHAT WE WILL DO: In consideration of payment of the contract price, NEW YORK SECURITY SYSTEMS, INC. will furnish labor and replacement parts necessary to maintain the equipment specified in this contract in operating condition during the term of this contract, provided such service is necessitated by product failure during normal usage. The agreement dates and rates are per attachment.

LOCATION OF SERVICE: Service will be provided at the customer's address shown on this contract for all equipment.

WHAT IS NOT COVERED: (1) This contract applies only to the operation of the specified equipment under conditions for which it was designed and does not cover loss or damage resulting from external causes, such as, but not limited to, defective or inadequate electrical lines, power supply or from fire, flood, windstorm, hail, lightning, earthquake, theft, misuse or abuse. (2) The refinishing or replacement of any cabinet parts due to finish defects or rusting or painted parts due to chipping or the replacement of any lights or filters, unless damaged by component failure is not covered by this contract. (3) NEW YORK SECURITY SYSTEMS, INC. will not be responsible for any loss, damage or injury resulting from delay in rendering service under this contract and in no event shall it be liable for consequential damages.

CANCELLATION: You may cancel this contract at any time for any reason, if your written notice of cancellation is received 30 days prior to the expiration date. This agreement shall not be terminated by NEW YORK SECURITY SYSTEMS, INC. during the term of this agreement except for non-payment.

LOANERS: "Loaners" will be provided by NEW YORK SECURITY SYSTEMS, INC. at NO CHARGE to keep the system in operating order, if removal of components are necessary.

RENEWAL: If a renewal contract is offered by NEW YORK SECURITY SYSTEMS, INC. the contract price quoted will reflect the age of the equipment and current service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties and no representation, promise or condition not contained herein shall modify these terms.

NEW YORK SECURITY SYSTEMS, INC.

Client:

By: _____

By: _____

Title: _____

Title: _____

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$15,000.00 within the 2021 operating budget of the Middletown Recreation & Parks Department to cover insufficient funds to account #A.7110.440 due to multiple vehicle breakdowns including our garbage truck and dump truck in the following manner:

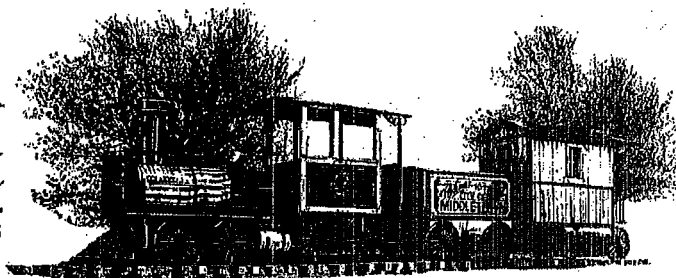
FROM
A.7180.100
Pools: Personal Services

AMOUNT
\$15,000.00

TO
A.7110.440
Parks: Repairs to
Equipment

Middletown Recreation and Parks Department

893 CR-78, Middletown, New York 10940 Tel: (845)846-4180 Fax: (845)844-2918



Tuesday, August 31, 2021

RE: 2021 Operating Budget Transfer

Dear President Rodrigues & Council Members:

Please authorize the Treasurer to make the following transfers within the **2021** operating budget of the Middletown Recreation & Parks Department:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A.7180.100	\$15,000.00	A.7110.440
Pools: Personal Services		Parks: Repairs to Equipment

Transfer of funds is to cover insufficient funds to account #A.7110.440 due to multiple vehicle breakdowns including our garbage truck and dump truck.

Sincerely,

A handwritten signature in cursive script, reading 'Christine Brinckerhoff'.

Christine Brinckerhoff, Superintendent
Middletown Recreation Department

RECEIVED

AUG 31 2021

City Clerk
City of Middletown

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the request from the Ulster County the use of the mobile stage on Saturday, September 11, 2021, with a rain date of September 22, 2021.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown authorizes the City to set up and take down as well as transport the stage and authorize the Mayor to sign all necessary documents between the City and the County of Ulster.

CITY OF MIDDLETOWN
Office of Economic & Community Development

August 31, 2021

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

RECEIVED

SEP 01 2021

City Clerk
City of Middletown

RE: Mobil Stage

Dear Members:

A request has been made by Ulster County for the use of the mobile stage on Saturday, September 11, 2021 with a rain date of September 12, 2021. Ulster County Salutes Our Heroes will be held at the Ulster County Fair Grounds.

This will also require authorization for the City to set up and take down as well as transport and for the Mayor to sign all necessary documents between the City and the County of Ulster.

Maria Bruni, Director
Economic & Community Development



Ulster County Salutes Our Heroes
A Tribute for Those We've Not Forgotten
Being Held September 11th with 12th as a rain date

What: Ulster County and local charities will partner with community sponsors to put on a ***free*** tribute event with the goal of combating First Responder and Veteran Post Traumatic Stress (PTS). We will promote this event for what it is, a remembrance tribute to those we lost as a result of the attacks on September 11th.

All benefit proceeds from sponsors and donations will go towards Hope for Heroes Lodge being built an hour north of Kingston. When finished, this lodge will host multiple retreats and events for approximately 100 First Responders and Veterans with PTS on a yearly basis.

- A dignified and patriotic concert with food trucks and vendors, with the goal of involving the community against the fight our First Responders and Veterans still face today.
- Between sets, first hand experiences will be shared with the audience for those directly and indirectly involved in the attacks or subsequent wars.
- Examples:
 - o Gold Star families-
 - o Fire Fighter-
 - o Law Enforcement-
 - o First Responder who also serves in a reserve component and has deployed-

Where: Venue is the Ulster County Fair Grounds in New Paltz and many food trucks will be on hand for the event.

Who: Everyone who would like to pay tribute to the fallen and support those suffering from PTS is invited ***free of charge!***

AGREEMENT

Agreement made this day of September, 2021, by and between the City of Middletown, with a principal office located at 16 James Street, Middletown, New York 10940 ("City"), and County of Ulster, with a principal office located at 244 Fair Street, Kingston, New York, 12402 ("County").

Whereas, the City, owns, operates and maintains, a Mobile Stage; and

Whereas, the County wants to secure the use of the Mobile Stage under the terms and conditions set forth below.

Now, therefore, in consideration of the mutual covenants, promises, representations and conditions contained herein, which the parties agree is adequate consideration for this Agreement, the parties hereto agree as follows:

1. The County intends to utilize the Mobile Stage for an event honoring its heroes at the Ulster County Fairgrounds, 249 Libertyville Road, New Paltz, New York on September 11, 2021 between the hours of 4:00 p.m. to 9:00 p.m. The County will require the Mobile Stage to be in place by 1:00 p.m. on September 11, 2021, and to be picked up at 9:00 that same evening.

2. The parties agree that the City will transport, set up and pick up the Mobile Stage. The City will provide the staff to perform these duties.

3. The County agrees to pay the City a rental fee of \$750.00 for the use of the Mobile Stage and the services described in Paragraph 2, above. The County further

agrees that if it needs to use the Mobile Stage for any period of time after 9:00 p.m. on September 11th, it shall pay the City a rental fee of \$91.00 per hour. The County agrees to make this payment within 30 days of receipt of the City's invoice.

4. The parties agree that the County is solely and absolutely liable and responsible for any and all costs (whether or not such costs have been specifically set forth in this Agreement), liabilities or claims associated with the use of the Mobile Stage by the County. The parties further agree that the City is not liable for any costs, liabilities or claims incurred or to be incurred in connection with the use of the Mobile Stage, other than losses caused by the acts/omissions of the City and/or its employees or agents.

5. The County agrees to provide a policy of insurance to the City no later than September 9, 2021 which names the City of Middletown as additional insured and which insures against liability, claims and damages which the City may incur as a result of any actions/omissions by the County. The insurance must be in such form and amount as is acceptable to the City. The policy of insurance must contain the following minimum requirements:

- (a) General Liability Insurance in the amount of \$1,000,000.00 per Occurrence/\$2,000,000.00 Products Completed Operations/\$2,000,000.00 Aggregate Limits;
- (b) Blanket or Designated Additional Insured Endorsement;
- (c) Additional Insured Endorsement;
- (d) Blanket Waiver of Subrogation;
- (e) Workers Compensation & Employers Liability in an amount at least equal to New York Statutory Limits. Workers Compensation to have waiver of subrogation; and
- (f) Thirty Day notification clause to additional insureds for cancellations,

termination or material changes in policy conditions.

If these policy of insurance requirements are not met, the City reserves the right to cancel this Agreement, provided, however, that the County will have the right to correct any insurance deficiencies prior to cancellation of this Agreement by the City.

6. In addition, to the extent not covered by its insurance, the County hereby indemnifies the City against and holds the City harmless to the fullest extent of the law from any and all claims, liabilities and damages, including attorneys' fees, which the City may incur or which may be attributable to the City, in connection with the use of the Mobile Stage by the County. Such indemnification does not apply if the liabilities, claims or damages are attributed to direct actions/omissions of the City, its agents or employees. The indemnities set forth herein survive the completion of the use of the Mobile Stage.

7. The parties acknowledge that the rain date for the Ulster event is September 12, 2021. If the Mobile Stage is needed for this rain date, the parties agree to be bound by all of the terms, times, fees and obligations contained in Paragraphs 1 through 6, above.

8. This Agreement encompasses the entire agreement between the parties, and any oral representations, if not specifically set forth herein, are of no force and effect. This Agreement will become null and void if not executed, returned and all necessary insurance requirements in place by September 9, 2021.

9. In the event of any disputes under this Agreement or with the interpretation of this Agreement, and the parties cannot resolve such dispute or disputes, then the parties agree that such dispute or disputes will be submitted to any court of competent jurisdiction in Orange County.

In witness whereof, the parties have set their hands and seals as of the day and year first above written.

City of Middletown
By:

County of Ulster
By:

Joseph M. DeStefano
Mayor

Edward Jordan
Ulster County Director of Purchasing

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

Index No: _____

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

WHEREAS; when the City hired a Deputy Commissioner, the City offered to pay him an additional \$10,000.00 to \$15,000.00 per year once he steps up and takes on the Plumbing Inspector job and duties, including conducting all plumbing inspections, and reporting, and

WHEREAS; the Deputy Commissioner was hired on August 10, 2020 and since then he has taken on the Plumbing Inspector duties.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize to increase the Deputy Commissioner annual pay by \$15,000.00 retroactive from January 1, 2021, as he was taking on the duty of the Plumbing Inspector.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

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 amend the City Code, Chapter 460 Vehicles and Traffic, Section 460-28, No-Parking zone; Handicapped permits only to remove the following:

(63) Directly on from of 14 Houston Ave.

John Naumchik

From: Katie Gass
Sent: Thursday, September 2, 2021 12:32 PM
To: John Naumchik
Cc: Jacob Tawil; Jacob Tawil
Subject: Request for Resolution

Hi John.

Per Commissioner Tawil, we are requesting a resolution from the Common Council to remove the handicap parking space in front of 14 Houston Ave.

Thank you.

Katie Gass

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

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 09-07-21

Index No: Introduction of LL #2 of 2021

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				

A LOCAL LAW INCREASING THE TERMS OF THE DEPUTY COMMISSIONERS OF PUBLIC WORKS

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

Section 1. Purpose of this Enactment. The purpose of this enactment is to increase the terms of office for the Deputy Commissioners of Public Works from one (1) year to three (3) years.

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

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

Section 3. A new Section 68-D is added to the Charter of the City of Middletown to read in its entirety as follows:

68-D. The Deputy Commissioners of public works shall be full-time employees of the City of Middletown and shall serve three (3) year terms, commencing from the time of appointment.

Section 4. Severability.

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

Section 5. Effective Date.

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

RECEIVED

SEP 02 2021

City Clerk
City of Middletown

LOCAL LAW #2 OF 2021

**A LOCAL LAW INCREASING THE TERMS OF THE DEPUTY COMMISSIONERS
OF PUBLIC WORKS**

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

Section 1. Purpose of this Enactment. The purpose of this enactment is to increase the terms of office for the Deputy Commissioners of Public Works from one (1) year to three (3) years.

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

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

Section 3. A new Section 68-D is added to the Charter of the City of Middletown to read in its entirety as follows:

68-D. The Deputy Commissioners of public works shall be full-time employees of the City of Middletown and shall serve three (3) year terms, commencing from the time of appointment.

Section 4. Severability.

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

Section 5. Effective Date.

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

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

THE AUDIT OF THE COMMON COUNCIL

By Alderman

Sec'd by Alderman

Date of Adoption: 09-07-21

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**