

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
AUGUST 17, 2021**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES Council Meeting July 20, 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 \$1,100.00 donation for Park Improvements.
 - Resolution to submit an application to the County of Orange for "Safe Summer Youth Engagement" funding.
 - Resolution to authorize the Treasurer to transfer \$20,000.00 within the 2021 operating budget of the Middletown Recreation & Parks Department due to continued improvements and repairs to the Recreation Campus.
 - Resolution to authorize the mayor to sign a proposal from CPL for engineering services for a structural assessment of the Paramount Theater.
 - Resolution to authorize the Mayor to sign a contract to accept an award in the amount of \$14,476 given to the City by the New York State Governor's Traffic Safety Committee.
 - Resolution to authorize the Mayor to sign the renewal agreement of the financial advisory services with Capital Markets Advisors, LLC.
 - Resolution to amend the City Code Chapter 460, Vehicle and Traffic, Section 460-11 to add: Beth Place will be a stop street at Houston Avenue Extension
 - Resolution to authorize the Mayor to sign a contract of sale of 2.5 acres of vacant land from the Missionary Society of our Lady of Mt. Carmel for the purpose of erecting a water tank.



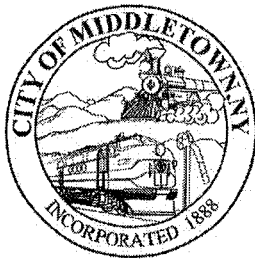
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- Resolution to approve the closing of Wilcox Avenue at West Main Street and Hanford Street for a neighborhood block party on Saturday, August 21, 2021 from 2:00PM to 10:00PM.
- Resolution to close streets for the Fireman's Parade on Saturday, October 2, 2021.
- Resolution to approve the purchase of property in Mount Hope on Kohler Road and authorize the Mayor to sign all documents related to the acquisition of the property.
- Resolution 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.
- Resolution to authorize 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.

- | | | |
|-----|------------------------------|---------------------------|
| 13. | LOCAL LAWS | (NOTHING THIS EVENING) |
| 14. | AUDIT OF CLAIMS AND ACCOUNTS | (FINANCE COMMITTEE CHAIR) |
| 15. | ADJOURNMENT | |

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





CITY OF MIDDLETOWN
COMMON COUNCIL MEETING
July 20, 2021
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

Miguel Rodrigues, President of Common Council
Ald. Joseph Masi
Ald. Tom Burr
Ald. Gerald Kleiner
Ald. Andrew Green
Ald. Jude Jean-Francois
Ald. Paul Johnson

ABSENT

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

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1 1. Pledge of Allegiance

2 **PRESIDENT RODRIGUES:** Roll.

3 2. Roll Call

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

6 3. Approval of Minutes

7 (Nothing this evening.)

8 4. Correspondence, Communications and Reports

9 **PRESIDENT RODRIGUES:** Correspondence.

10 **COUNCIL CLERK:** We just have one correspondence
11 this evening. It's from Aegon Marketing about a
12 municipal shelter inspection report from Port Jervis.

13 **PRESIDENT RODRIGUES:** Received and filed.

14 **COUNCIL CLERK:** That is all for correspondence.

15 5. For the Good of the City

16 **PRESIDENT RODRIGUES:** For the Good of the City,
17 anyone would like to address the council please step
18 forward. You have three minutes to address the council.
19 No personal attacks.

20 **JOEL SIERRA, LEGISLATOR:** Good evening, Joel
21 Sierra, County Legislator, District 20, City of
22 Middletown.

23 It's great to be back. Thank you for having
24 me. This pandemic is almost -- almost over. It's been a
25 long pandemic. Kudos to the City and how you guys handle
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1 every -- handled the pandemic, excuse me. Thank you,
2 Mayor, for the way you led our city. You guys did an
3 excellent job.

4 Just wanted to say a few things. I know we had
5 some delays on the Heritage Trail. A couple of months
6 ago it came into the City. I'm excited about that.

7 As you all know, LEGOLAND is open. We're
8 trying to push a big push for tourism. Along with
9 tourism comes sales tax, so we're hoping to keep the
10 sales tax numbers and, you know, share the sales tax with
11 the City and the rest of the municipalities.

12 The Freedom Fest is this Friday. Due to the
13 rain it was rescheduled. This Friday at 4:30 the gates
14 open. If you can make it, they're honoring all the first
15 responders. They put on a good show. It's been a long
16 time since the fireworks have been put out. I know you
17 guys had the fireworks not too long ago. It was a great
18 display. And we're looking forward to having you all out
19 there.

20 I got to commend you guys on your stance on the
21 marijuana. I know the county doesn't really take an
22 action on this, but I -- I do think that you're doing the
23 right thing by opting out and giving yourselves a little
24 bit more time until the State figures out how to regulate
25 it, you know.

1 On the public -- the public consumption
2 portion, I -- I align myself with the same views as the
3 Mayor. I think it's an issue that, you know, has to be
4 addressed. And I'm glad that you guys are on the
5 forefront of that.

6 That's all I have unless you guys have any
7 questions for me.

8 **PRESIDENT RODRIGUES:** Any questions for County
9 Legislators?

10 **JOEL SIERRA, LEGISLATOR:** Again, it's great to
11 see you all. Thank you for having me and have a good
12 night.

13 **PRESIDENT RODRIGUES:** Thank you. Anyone else
14 would like to address the council?

15 **LEILANI LOCKETT:** Good evening, hope everyone
16 is well. My name is Leilani Lockett. I am actually
17 fairly new to the Middletown community. We just bought a
18 home a year ago, so we're celebrating our anniversary for
19 buying our house.

20 I'm here tonight to represent POW'R Against
21 Tobacco. I am also a member of the Middletown Cares
22 Community Coalition. And I am here to share resources to
23 expand the current law, tobacco no smoking law, to
24 include vaping. We are a free resource through the --
25 the New York State Department of Health Bureau of Tobacco

1 Control Program. And we are here as a free resource to
2 the community.

3 We have lots of different municipalities
4 reaching out to us in light of the marijuana legalization
5 to include vaping in their current policies. I brought
6 an example of some signage that we have available.
7 They're updated to include vaping.

8 **UNIDENTIFIED SPEAKER:** Flip it. Flip it. The
9 one in your right hand.

10 **PRESIDENT RODRIGUES:** The right hand.

11 **LEILANI LOCKETT:** Oh, is it upside down?

12 **PRESIDENT RODRIGUES:** Not to you, but that's
13 all right.

14 **LEILANI LOCKETT:** That helps, right.

15 So we -- I just am here as a resource. Please
16 reach out to us if you are interested in expanding the
17 current law to include vaping. And please reach out to
18 us. Thank you so much. Have a great night.

19 **PRESIDENT RODRIGUES:** Thank you. You want to
20 add it to committee, Joe, to the committee?

21 **ALD. MASI:** Sure. Which one?

22 **PRESIDENT RODRIGUES:** Probably legislation.

23 **ALD. MASI:** Legislative.

24 **PRESIDENT RODRIGUES:** We'll give Mr. Johnson.

25 Anyone else who like to address the council?

1 Eileen, do we have anybody on line?

2 **EILEEN:** Not at this time.

3 6. Remarks of the Mayor

4 **PRESIDENT RODRIGUES:** Okay. Remarks of the
5 Mayor.

6 I thought you were going to let Alex give your
7 remarks.

8 **MAYOR DESTEFANO:** Well, I -- I thought he was
9 coming up to the mic rather than going back and giving
10 some comments.

11 But the -- it's ironic that Leilani showed up
12 on the night that we're voting on the -- opting out on
13 the marijuana. And what Alex is explaining in the back
14 right now is that there's a part two to our opt-out. And
15 that part two is much more restriction on smoking in and
16 around public property. And that would include vaping
17 and smoking of cigarettes also. So I think we're on the
18 same page. And we would appreciate any support you can
19 give us also on the public consumption part of -- of
20 marijuana because we think it's -- at least some of us do
21 and hopefully we'll find out tonight if all of us do --
22 the -- whether the dangers of -- of the marijuana law is
23 presented and -- and the side issues of especially the
24 public consumption part are a concern.

25 I don't have a lot to report tonight other than
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1 I think we've covered the marijuana issue pretty well.
2 Since the first night when we had the public hearing and
3 we had a majority of people from out of town, you notice
4 with out of towners they don't come back usually
5 especially when you challenge their position. And I
6 thought we all challenged our positions quite well. The
7 people from Dutchess County are still in Dutchess County.
8 The guy that -- in Long Island is still in Long Island.
9 And we're here listening to our constituents who I hope
10 you consider supporting the opt-out of the legislation
11 tonight. I -- I think it's important. It's an important
12 message and it's an important message that we're going to
13 be sending our state representatives as we seek a change
14 in the state law regarding public consumption.

15 And as we know, it doesn't affect medical
16 marijuana. It doesn't affect the expungement of records.
17 I think all of us or a majority of us probably all of us
18 agree about expunging the records. It's just a focus on
19 what it boils down to is that if we opt-out, we can only
20 opt back in, but if we stay in, we're in forever. And I
21 think that's a winning argument with most reasonable
22 people.

23 The other part I'm here tonight is to introduce
24 to you our new treasurer. As you know, Don Paris has
25 been with us for 11 years. And Don has done a great job

1 since -- since he came here working for the City. I know
2 he's had other careers, much more high profile careers.
3 But, hopefully, this one was near and dear to his heart.
4 He put his heart and soul into the job and he's done a
5 wonderful job for not only us as elected officials, but
6 also the City of Middletown.

7 So tonight you'll be voting on his replacement.
8 Kelly Ann Kelly, she's currently the treasurer in the
9 Village of Walden. And as we went through the process,
10 she had an interview with Don first. And -- and Don
11 absolutely made a strong recommendation to myself. And
12 then myself and Don spoke with her together and we have
13 sent her resume to you and asked you to feel free if you
14 had any questions to contact her directly. And,
15 hopefully, it will be an anonymous vote tonight.

16 She comes with great credentials and great
17 recommendations. So, hopefully, you'll have an
18 opportunity to become more familiar with her and her
19 work. But at the same time, Don has also offered, as you
20 know, both positions in the treasurer's office, the
21 number one and number two position are both leaving right
22 around the same time. Janet Gallo after 30 plus years
23 retired on June 30th. And Don's leaving. So Don has
24 agreed to stay on on a per diem part-time basis as needed
25 to manage some of the projects as the transition

1 continues. So he'll -- you'll probably still see him
2 around a little bit. I'm sure the less the better for
3 his perspective. But I'm sure everything will move along
4 just fine during the transition.

5 So, Kelly, if you want to come up and say a few
6 words, please come on up. Thank you.

7 **KELLY ANN KELLY:** Hi, everybody. I'm a
8 treasurer and I'm not a great public speaker, so bear
9 with me. I'm much better at crunching numbers than
10 talking in public.

11 I hope you will give me the opportunity to come
12 work at the City. I feel my experience at the Village of
13 Walden, on a much smaller scale, will help me here. And
14 I'm also very grateful that Don has agreed to stay on,
15 show me the ropes, and get us through any things that we
16 need to get through.

17 **PRESIDENT RODRIGUES:** Thank you. Welcome.

18 **KELLY ANN KELLY:** Thank you. Any questions?

19 **MAYOR DESTEFANO:** Any questions for Kelly?

20 We're good.

21 **KELLY ANN KELLY:** Thank you.

22 **MAYOR DESTEFANO:** And that's all I have for
23 tonight. I don't think I'm really -- I'm going to make
24 it short and sweet tonight.

25 **PRESIDENT RODRIGUES:** Thank you.

1 **MAYOR DESTEFANO:** I was -- I was hoping to be a
2 counterpuncher tonight, but nobody showed up for the --
3 so I'm a little disappointed, but --

4 **PRESIDENT RODRIGUES:** Any questions for the
5 Mayor?

6 **MAYOR DESTEFANO:** I'm not counterpunching
7 tonight unless you want to try Masi, go ahead.

8 **ALD. MASI:** Take a shot.

9 **MAYOR DESTEFANO:** All right. Thank you.

10 **PRESIDENT RODRIGUES:** All right.

11 7. Remarks of the Public Heads

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

14 **MARIA BRUNI, ECONOMIC DEVELOPMENT:** Good
15 evening, everyone. I just want to report on what we're
16 working on with the O&W Station. As you see tonight, you
17 have a few resolutions regarding the O&W. Kaitlyn has
18 been working on the CFA application. It is due next
19 week. We are applying for 750,000 in historic
20 preservation monies, so we need your support tonight on
21 the resolution.

22 Also, Kaitlyn and I are making a presentation
23 to the county for home funds tomorrow as part of an
24 application we submitted for \$800,000 for the Affordable
25 Housing component of the project. So we're looking

1 forward to that presentation tomorrow.

2 And, also, you see that I believe there's a
3 resolution for the (inaudible) tonight. So as you can
4 see, we're moving ahead with the O&W project and looking
5 forward to getting that going.

6 Also, we did have a rain out last week. We
7 attempted our first concert series, but we're looking
8 forward to this Friday. I think mother nature is going
9 to be on our side we hope. So 7:00 Friday, Festival
10 Square.

11 And Farm Market is moving ahead full steam. I
12 know we're -- there's been an uptick in customers at the
13 new location. So everything is moving pretty well there.

14 And that's all I have for tonight.

15 **PRESIDENT RODRIGUES:** Thank you, Maria.

16 Any questions for Maria? Thank you, Maria.

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

18 **PRESIDENT RODRIGUES:** DPW Commissioner.

19 **JACOB TAWIL, DPW COMMISSIONER:** Good evening,
20 all. We'll start off reminding the public and
21 contractors that the traffic operation project is out for
22 public bid and the bid openings are in August. And this
23 is to replace all signalized intersections, upgrade them
24 to be ADA compliance with pedestrian crossing and so on.
25 And putting up curbs and sidewalks in the bid area and

1 outside the bid area to connect the ADA project that is
2 almost completed for curbs and sidewalks. It's not
3 finished yet, but it's almost completed with the rest of
4 the -- with the rest of the traffic operation and -- and
5 landscape. So that's about -- it's about 20, say, 25
6 million-dollar project. So we're looking forward to
7 that. It's going to make major, major improvement for
8 our city.

9 For Alderman Masi, the reservoirs are at 90
10 percent capacity, 98 percent capacity, so we're in very
11 good shape.

12 Before you tonight there is several resolutions
13 awarding bids for plumbing, for electric, for HVAC, for
14 C&D material for tires disposal, for chemicals.
15 Hopefully, Alderman Masi will help me with the chemical
16 bid award as well. So we have a lot of bids to be
17 awarded tonight. And we're requesting your support.

18 I just want to address since the Mayor did not
19 address sanitation, I will update you where we are. I've
20 been sending you emails and pictures about what's going
21 on. We received two of the mechanical arms for our
22 garbage trucks. On -- on Saturday we had four-hour
23 training for our drivers. Two of our drivers have been
24 using one truck taking turns and -- and watching each
25 other. And so they used it Monday, yesterday, and today.

1 And they use it even in the crowded areas. They use it
2 for North Street. They use it for Lake Avenue. They
3 lose it -- use it for Prospect Avenue. And they use it
4 for in -- in Presidential Heights as well where houses
5 are far apart.

6 They are extremely impressed with them. They
7 are very happy with them and that's a great
8 accomplishment. This is something that the Mayor and I
9 and Council President and many of you we've been -- we
10 had this as a target since 2005, since -- since I started
11 here. I wanted to -- I wanted to switch over from,
12 basically, doing that manual back breaking labor of two
13 workers chasing the garbage truck all day basically at
14 100 degree temperature, 90 degree temperature or freezing
15 or ice storm to try to pick up garbage cans and dump them
16 into the back of a truck.

17 So, finally, we're getting to a point in
18 Middletown. I mean, honestly, that is a major milestone
19 for us and very historic. I don't mean to belabor the
20 point, but it's great achievement for us. It's going to
21 save, like the Mayor said, it's going to save on our
22 workman's comp rates. It's going to -- it's going to
23 make our city cleaner because we have those containers in
24 the air that are sealed.

25 And many people -- a lot of people are

1 complying. So just keep it up, please, comply with our
2 code. Use only whatever -- you put the garbage only in
3 the containers that were provided to you. Do not put
4 garbage in recycles, separate the two of them. And we
5 are marching into a great -- great future, really, with
6 our sanitation with this major change that we have done.

7 And with that, I will conclude my remarks
8 except if you have any questions for me.

9 **PRESIDENT RODRIGUES:** Jacob, just going back.
10 You said you had two new trunks now?

11 **JACOB TAWIL, DPW COMMISSIONER:** Yes, we're
12 waiting for the third one.

13 **PRESIDENT RODRIGUES:** So we started doing the
14 Fourth Ward and --

15 **JACOB TAWIL, DPW COMMISSIONER:** We're going --
16 yes, sir.

17 **PRESIDENT RODRIGUES:** So what -- what about the
18 employees, where are they -- they're not in the back of
19 the truck anymore, right?

20 **JACOB TAWIL, DPW COMMISSIONER:** No, no. We're
21 still -- we're for -- it's training right now. It's
22 going to take us a while to train. After -- after --
23 right now we're going to have a driver in the mechanical
24 arm and another driver is going to be walking with him
25 just as we get into the heart of the city to adjust the

1 location of the cans. And if the cans are placed -- many
2 people, as an example, I'm glad you said that. Many
3 people are locating the garbage cans right next to the
4 mailbox. Please do not do that. Leave at least 1 foot
5 between the -- because, otherwise, it will grab the
6 mailboxes at the same time, so it's been a problem.

7 So what we're going to do is we're going to put
8 an X in there on the -- on the grass or on the pavement
9 or whatever it is. And -- and if -- if the place is
10 wrong, if wherever you're putting it is wrong, we're
11 going to have one of the drivers -- so we're going to
12 have two drivers. One is operating the machine -- the
13 truck, the other one is walking with him, so he can learn
14 from the outside. He will see. It's -- it's a learning,
15 it's a learning curb.

16 So -- so far we're going to keep, obviously,
17 it's going to take us a while to get used to it, so
18 nobody is going -- shifted over or anything like that.
19 We are still keeping everyone. And once we're done with
20 the training, I think we'll be in very good shape.

21 But the good thing is the guys who are using
22 it, they're extremely happy with it. They said, oh, my
23 God where was this all this time. It's Lenny and -- and
24 Predmore (phonetic), both of them. They are extremely
25 happy with them. They say how -- how did we do that for

1 all these years.

2 So that's where we are. So next -- tonight --
3 tomorrow we're going to go to the Third Ward and after
4 that we'll go to the First Ward. And we're going to be
5 using one truck tomorrow. I think -- I think we got the
6 insurance for the second truck today. We were trying to
7 get it done today. If we have it done today or tomorrow
8 we'll have to do two trucks. A third truck has not been
9 delivered yet.

10 **PRESIDENT RODRIGUES:** Okay. Any questions for
11 Jacob? Thank you. Oh, Alderman Johnson.

12 **ALD. JOHNSON:** I just had one thing to clarify.
13 I think people will now begin to realize they want to get
14 rid of their old garbage cans. And my neighbor asked me
15 about that.

16 **JACOB TAWIL, DPW COMMISSIONER:** Yes.

17 **ALD. JOHNSON:** The Mayor said that he asked
18 you, so if people want to get rid of their old garbage
19 can, they should put it out?

20 **JACOB TAWIL, DPW COMMISSIONER:** Yes, you put it
21 out during your regular garbage collection day and just
22 put a -- a piece of paper on it, white paper, tape it on
23 to say please dispose of this can.

24 **ALD. JOHNSON:** So, now, even with robotic arm,
25 they'll still pick up the old garbage cans.

1 JACOB TAWIL, DPW COMMISSIONER: Yeah, we'll get
2 it.

3 ALD. JOHNSON: Okay. I just want to be sure.

4 JACOB TAWIL, DPW COMMISSIONER: Yes, absolutely
5 we'll get it. That's what we committed to people.

6 UNIDENTIFIED SPEAKER: Not with garbage though?

7 ALD. JOHNSON: Right.

8 UNIDENTIFIED SPEAKER: (Inaudible) dispose of.

9 JACOB TAWIL, DPW COMMISSIONER: And what yard
10 waste? What yard waste?

11 UNIDENTIFIED SPEAKER: No, no, no, I said --

12 JOEL SIERRA, LEGISLATOR: Can I use it for yard
13 waste? I heard the Mayor say one time we can use the old
14 garbage can for yard waste.

15 JACOB TAWIL, DPW COMMISSIONER: Oh, yeah, yeah,
16 yeah.

17 UNIDENTIFIED SPEAKER: He's talking about
18 disposing of the can.

19 JACOB TAWIL, DPW COMMISSIONER: Yes, you can
20 dispose of the can at any time.

21 UNIDENTIFIED SPEAKER: The can should be --

22 JACOB TAWIL, DPW COMMISSIONER: At any time
23 during your regular. We're not going to make it
24 complicated. You'll dispose of your can --

25 UNIDENTIFIED SPEAKER: Empty.

1 **JACOB TAWIL, DPW COMMISSIONER:** Empty. Put a
2 label on it at any time when it's your time to put up --
3 put up your garbage that's all.

4 Now, Alderman Sierra, Councilman, you're not
5 Alderman --

6 **PRESIDENT RODRIGUES:** Legislator.

7 **JACOB TAWIL, DPW COMMISSIONER:** Legislator,
8 Legislator Sierra, he just reminded me about the yard
9 waste. Please do not put any yard waste in these large
10 containers that are dedicated for the garbage. You have
11 your own smaller containers and you have to follow the
12 code for yard waste. Branches, they have to be cut
13 certain length, they have to be bundled together. And
14 leaves have to be in bags. And so but you cannot use
15 large -- large cans, of course, that we provided for yard
16 waste.

17 **PRESIDENT RODRIGUES:** Alderman Green.

18 **ALD. GREEN:** Yes, thank you.

19 Commissioner, just another point I want to
20 make. I see that people are putting the garbage cans out
21 backwards where the -- the lip for the arm isn't there.
22 Is that something you just want to make a comment on just
23 --

24 **JACOB TAWIL, DPW COMMISSIONER:** Yeah, just
25 follow -- thank you. There's -- there's very clear

1 arrows and they're pointing towards the curb. Just look
2 at the top of the can in there, you see where the arrows
3 are pointing, just following the instructions. It's very
4 simple. But, again, keep it away from your car at least
5 by couple of feet. Keep it away from your mailbox,
6 please, minimum by 1 foot, please. That's -- that's
7 important reminder otherwise you're make our job harder.
8 And it's in the code where you have to put your garbage
9 cans and so on and so forth. So everybody will --
10 everything will have to be adhered to, so we can have an
11 efficient operation, otherwise we'll be taking days to
12 pick up one location. And -- and enforcement will
13 follow, so please help us out.

14 Thank you very much.

15 **PRESIDENT RODRIGUES:** Thank you, Jacob.

16 **JACOB TAWIL, DPW COMMISSIONER:** Thank you.

17 **PRESIDENT RODRIGUES:** Fire Chief, let's burn
18 these garbage cans.

19 **NICK BARBER, FIRE CHIEF:** You want me to burn
20 them?

21 **PRESIDENT RODRIGUES:** No.

22 **NICK BARBER, FIRE CHIEF:** I -- I have nothing
23 tonight unless there's any questions.

24 **PRESIDENT RODRIGUES:** Any questions for the
25 fire chief? Thank you, Chief.

1 City Treasurer.

2 **DON PARIS, CITY TREASURER:** Yes, I have nothing
3 tonight unless there's any questions?

4 **PRESIDENT RODRIGUES:** Any questions for Don?

5 Thank you, Don.

6 **PRESIDENT RODRIGUES:** Police Chief.

7 **JOHN EWANCIW, POLICE CHIEF:** Good evening.

8 Well, just a few things this evening. Before
9 you there's a couple resolutions. The first one is the
10 resolution for the insurance rider. There's no cost to
11 that. It's a program that's already been approved by the
12 council and this is just an insurance rider. God forbid
13 there's a breach of any type of information, to protect
14 us.

15 The second one is the SRO contract. Just as a
16 reminder, there's no cost to the City there. It's all
17 reimbursed by the school district. It's been an amazing
18 program thus far and we hope to continue it. It's a
19 great resource for the community as a whole.

20 Additionally, I'd like to just recognize. I
21 had three members of my department retire over the last
22 couple of weeks. I've lost several this year with
23 retirement. But, specifically, since the last time I was
24 at a meeting, Sergeant David Frank, Lieutenant Aaron
25 Welch, and Sergeant Ronald Magsamen all retired after 20

1 years of service with the department. And I'd just like
2 to publically recognize them and wish them best in the
3 next chapter of their lives.

4 Additionally, I've spoken with many of you.
5 I've received emails or communications in regards to an
6 uptick in some traffic concerns over the last several
7 months. So recently I reassigned one of my officers to a
8 dedicated traffic car who's been going around addressing
9 those traffic concerns utilizing the data we receive from
10 the electronic speed sign. They do more targeted
11 enforcement. And, thus far, it's been very active. He's
12 been very active. And hopefully it's going to be noticed
13 by all of your constituents as well.

14 Additionally, this last month, we've picked up
15 our Outreach Programs again. Recently, this past week,
16 we had a graduation of our first youth police academy
17 which was Friday, the 16th. And on Wednesday, the 14th,
18 we had a graduation of our Too Good for Drugs Program
19 which we ran in the evenings due to the fact that some of
20 the youth missed that opportunity with the remote school
21 processing.

22 And then this afternoon we did our first jump
23 out barbecue in a year and a half at Davidge Park. It
24 was quite successful. And I'd just like to thank the
25 fire department, the Parks and Rec, and the school

1 district for all of their support and help in that
2 program.

3 And that's it unless you have questions for me.

4 **PRESIDENT RODRIGUES:** Any questions for the
5 Police Chief? Thank you, Chief.

6 Corporation Counsel.

7 **RICHARD CROUGHAN, CORPORATION COUNSEL:** I don't
8 have anything more unless somebody has any questions.

9 **PRESIDENT RODRIGUES:** Any questions for
10 corporation counsel?

11 City Clerk?

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

14 **PRESIDENT RODRIGUES:** Any questions for John?

15 All right. Let's move over.

16 8. Public Hearings and Grievances

17 (Nothing this evening.)

18 9. Petitions and Complaints

19 (Nothing this evening.)

20 10. Remarks of the Alderman.

21 **PRESIDENT RODRIGUES:** Remarks of Alderman.

22 Alderman Masi.

23 **ALD. MASI:** Yeah, I just want to congratulate
24 and -- and thank -- and welcome Ms. Kelly as our new
25 treasurer. And, Don, I want to thank you for agreeing to

1 stay around and -- and give some assistance.

2 **PRESIDENT RODRIGUES:** Alderman Green.

3 **ALD. GREEN:** Thank you very much.

4 Yeah, I was going to go that, you know, thank
5 you, Don, it's been a pleasure to have you around. And
6 thank you for offering to stick around for a little bit
7 and teach Ms. Kelly the ropes. And welcome. I think,
8 you know, it's going to be a great time for you. And
9 we're very honored to have you here. Thank you.

10 Also, I just want to point out something a
11 little weird when you looked outside today and you saw,
12 you know, that it was a little more hazy than usual on a
13 hot day. And just kind of a reminder of the fact that,
14 you know, the -- the climate change and things are real
15 and they're things that are 2,000 miles away are starting
16 to affect us here. So, you know, just that my thoughts
17 and that are with everyone who are battling those
18 wildfires out west.

19 So, other than that, that's all I have. Thank
20 you.

21 **PRESIDENT RODRIGUES:** Alderman Johnson.

22 **ALD. JOHNSON:** Thank you, sir.

23 I concur with my predecessors with respect to
24 welcome you to the organization. Thank you.

25 I do have some thoughts on the cannabis law,
AMERICAN LEGAL TRANSCRIPTION (845) 452-3090

1 but I'm going to leave that until when it's on the floor.

2 Congratulations to DPW. It is a hallmark and
3 it has been a long, long slog to get here. And hopefully
4 it will be worth the weight.

5 Anything we do with O&W, I'm happy to see that
6 moving along.

7 Anything with Wolslayer I'm happy to see that
8 moving around. I think SROs are a great program. I kind
9 of dabbled with that in my public education days. And
10 I'm glad that the district and the City are willing to
11 keep that program going. I think it's a great bridge
12 between law enforcement and the community.

13 And I also noticed there's a guy named Ewanciw
14 who wants to reup tonight, so I just want to say I'm on
15 board with that. Thank you very much.

16 **PRESIDENT RODRIGUES:** Alderman Kleiner.

17 **ALD. KLEINER:** Thank you, Jacob. We did see
18 the truck at work yesterday. And that's -- that's -- it
19 works really well, so we're hoping for the best. But it
20 looks like a good deal.

21 And, again, I -- I thanked Don and Janet last
22 time and I want to repeat. I thank them for hanging in
23 and not leaving us in the lurch as we transition. And
24 welcome, Kelly, wish you the best of luck. I'm sure
25 you're going to work out fine. Thank you.

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

2 **ALD. JEAN-FRANCOIS:** Yes. Good evening.

3 Again, Don Paris, you've been a great asset to the City.
4 You're surely going to be missed. I kind of feel a
5 little nervous for Kelly because she's got big shoes to
6 fill, but I think you're going to do all right.

7 It's good to see the County Legislator. He
8 hardly come to see us. Every once in a while when they
9 showed up it's -- it's -- it's a pleasure to have him in
10 our meeting. I mean, this man to me is -- he's a good
11 candidate for a super hero. I mean, he's a good friend
12 of mine. This man he's a firefighter. He's a business
13 man, County Legislature, great husband, and a father; two
14 beautiful daughters. I mean, this man, do it -- he does
15 it all. And not to count he used to a past alderman for
16 eight, ten years in the City of Middletown.

17 Thank you for your service. It's a pleasure to
18 see you.

19 **JOEL SIERRA, LEGISLATOR:** (Inaudible).

20 **PRESIDENT RODRIGUES:** Former finance chairman.

21 **ALD. JEAN-FRANCOIS:** Yes, County Legislature.

22 **PRESIDENT RODRIGUES:** Alderman Burr.

23 **ALD. BURR:** Oh, it's great to see the O&W.

24 It's been an eyesore for my ward for many years. So
25 that's great to see how it's going to be done, something

1 done with it.

2 Don, it's great doing. This is my third
3 treasurer. You know, I've been here for three, now it's
4 four. So I wish Kelly the best. Don, you're a great
5 teacher. And that's all I have this evening. Thank you.

6 11. Unfinished Business

7 (Nothing this evening.)

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12. New Business

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

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald. Jean-Francois

Date of Adoption 07-20-21

Index No: 142-
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	6		1	2

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	6		1	2

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer \$200.00 within the Civil Service 2021 budget for the payment of envelopes in the following manner:

FROM
1430.490
Printing

AMOUNT
\$200.00

TO
1430.480
Office Supplies

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

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Green

Date of Adoption 07-20-21

Index No: 143-
21

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

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached agreement with CPI-HR to provide services to the City with respect to the Patient Protection and Affordable Care Act.

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

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Masi

Date of Adoption 07-20-21

Index No: 144-
21

NAMES AYES NOES ABSTAIN ABSENT

Ald. Ramkissoon				X
Ald. Tobin				X
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	7			2

RESOLVED; that the Common Council of the City of Middletown concurs with the Mayor appointment of Kelly Ann Kelly as Treasurer of the City of Middletown to replace the term of Donald Paris, term ending December 31, 2021.

**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 07-20-21

Index No: 145-
21

NAMES AYES NOES ABSTAIN ABSENT

Ald. Ramkissoon				X
Ald. Tobin				X
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	7			2

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve and authorize the Mayor to sign the attached change order for the Richard P. Wolslayer Athletic Field in the amount of \$56,882.40 using the current funding from this project.

**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 07-20-21

Index No: 146-
21

NAMES AYES NOES ABSTAIN ABSENT

Ald. Ramkissoon				X
Ald. Tobin				X
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	7			2

WHEREAS; the City has received 50% of ARPA funds and the guidelines and timelines on spending the funds, and

WHEREAS; RBT the City's accounting firm has agreed to assist the City in developing the required backup for spending these funds, and

WHEREAS; the Mayor has development a preliminary spending plan attached to this resolution, and

WHEREAS; the Mayor is requesting the approval and funding from the ARPA funds of three of following projects at this time:

1. Streetscape - Finish and fund the sidewalks on Dolson, Ridge and many other intersections where we need to connect different funding sources to each other. This will require \$2.2 million.
2. Additional paving as agreed by consensus. Additional funds required are \$1.5 million.
3. Fire Department Cascade System- \$65,000.00

LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the three projects, the funding from the ARPA, establish capital project a lines in the 2021 budget and authorize the Mayor to sign all documents for the three projects.

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Green

Date of Adoption 07-20-21

Index No: 147-21

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the purchase of property located at 37 Kohler Road, as per the attached contract of sale and authorize the Mayor to sign the contract of sale and to sign all documents related to the acquisition of the property.

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

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald. Jean-Francois

Date of Adoption 07-20-21

Index No: 148-
21

NAMES AYES NOES ABSTAIN ABSENT

Ald. Ramkissoon				X
Ald. Tobin				X
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	7			2

WHEREAS; the City requests to facilitate the relocation of the proposed 24" high-pressure water main, which was found to be in conflict with Orange and Rockland's abandoned gas main, and

WHEREAS; the abandoned gas main was found to be contaminated and has caused significant delay to the project construction schedule hence requiring the following easements.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the easements and authorize the Mayor to sign the attached easements:

Parcel ID (S-B-L)

13-1-25 (drawing attached)
20-1-08 (drawing attached)
20-1-09 (drawing attached)
20-1-10 (drawing attached)
21-2-23 (drawing attached)
49-1-74 (drawing attached)

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

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Burr

Date of Adoption 07-20-21

Index No: 149-
21

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

WHEREAS; the City of Middletown desires to apply for financial assistance through the 2021 Consolidated Funding Application (CFA) under the Environmental Protection Fund: Parks, Preservation and Heritage Grants, and

WHEREAS; the City will be requesting funding for the rehabilitation of the O&W Train Station to exterior historical improvements, and

WHEREAS; the grant application requires the applicant, obtain the approval and endorsement of the governing body of the municipality that is applying for funding.

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 as the sole signatory, any and all necessary documents required pertaining to the Consolidated Funding Application and for approval of the submission for grant.

**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 07-20-21

Index No: 150-21

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. Rodriguez	X			
TOTAL	7			2

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. Rodriguez	X			
TOTAL	7			2

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached Cyber Insurance Rider in the amount of \$1,000,000.00 made part of the CUEHIT software pilot program for the new community engagement software for the Middletown Police Department that has been approved by the Council.

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

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Jean-Francois

Date of Adoption 07-20-21

Index No: 151-
21

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached agreement between the City of Middletown and the Enlarged City School District of Middletown for the purpose of carrying out the School Resource Officer program for the 2021-2022 school year.

**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 07-20-21

Index No: 152-
21

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

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached five (5) year contract for Chief of Police Ewanciw, starting January 1, 2021 and ending December 31, 2025.

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Burr

Date of Adoption 07-20-21

Index No: 153-
21

NAMES AYES NOES ABSTAIN ABSENT

Ald. Ramkissoon				X
Ald. Tobin				X
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	7			2

RESOLUTION TO DECLARE LEAD AGENCY

The City of Middletown, New York Common Council hereby declares its lead agency as required by SEQR (6 NYCRR Part 617)

Name of Action: Location:
O&W Building Rehabilitation 7 Low Avenue

Zone: Project: Action: Documents:

I-1 Light Industry

O&W Building Rehabilitation Unlisted Action
Available at City Hall or available upon FOIL request for viewing

The Common Council of the City of Middletown hereby declares itself Lead Agency.

The proposed action includes rehabilitation to the O&W building located at 7 Low Avenue.

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

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald. Masi

Date of Adoption 07-20-21

Index No: 154-
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	7			2

**State Environment Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

This notice is issued pursuant to 6 NYCRR Part 617 of the implementing regulations pertaining to Article 8 (State Environment Quality Review Act) of the Environmental Conservation Law.

The City of Middletown Common Council, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: O&W Building Rehabilitation

SEQR Status: Unlisted Action

Negative Declaration: Yes

Description of Action: Rehabilitation of the O&W building located at 7 Low Avenue

Facts & Reasons Supporting This Determination:

Based on its careful review of the application, the plans and revisions thereto submitted by the applicant, Long Form Environmental Assessment Form, with supporting information and public comment, the Common Council has identified the no areas of environmental concern in connection with the proposed project.

Resolution:

BE IT RESOLVED THAT based on the Common Council's review and consideration of the Project, Long Form Environmental Assessment Form, supplementary technical information, public comments and consideration of the criteria for determining significance set forth in 6 NYCRR 617.7 (c), the Project as designed and set forth herein will not result in any significant impact to the environment.

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

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Johnson

Date of Adoption 07-20-21

Index No: 155-
21

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Annual Plumbing Maintenance Work, City Buildings/Facilities, 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 G. Richard Truex P&H, Inc,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Annual Plumbing Maintenance Work, City Buildings/Facilities to the following:

G. Richard Truex P&H, Inc., P. O. Box 2152, Middletown, NY 10940:

\$85 for the hourly rate, \$142.50/hr. for OT, and \$190/hr. Sundays and holidays.

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

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Masi

Date of Adoption 07-20-21

Index No: 156-
21

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Annual HVAC Maintenance Work, City Buildings/Facilities, 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 Val Bruni Plumbing & Heating,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Annual HVAC Maintenance Work, City Buildings/Facilities to the following:

Val Bruni Plumbing & Heating, PO Box 864, Middletown NY 10940:
At an hourly rate of: \$120; an Overtime rate of: \$180/hr and a Holiday rate of: \$240/hr.

**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 07-20-21

Index No: 157-
21

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Bid of Disposal of C&D, and tires from Clean Up Program, 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 Taylor-Montgomery, LLC,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Disposal of C&D, and tires from Clean Up Program to the following:

Taylor-Montgomery, LLC. 350 Neelytown Rd. Montgomery NY 12548:
Disposal of C&D \$102.00/ton; Tires: \$395.00 per container + \$400.00/ton

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

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Jean-Francois

Date of Adoption 07-20-21

Index No: 158-
21

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Bid of Annual Electric Maintenance Work, 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 Harry F. Rotolo & Son, Inc,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Annual Electric Maintenance Work to the following:

Harry F. Rotolo & Son, Inc., 390 East Main Street, Middletown, NY 10940:
@\$86/hr. rate; \$125/hr. OT rate; \$155/hr. holiday rate.; \$50/hr. Bucket truck rate (max. \$200/day).

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Jean-Francois

Date of Adoption 07-20-21

Index No: 159-
21

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

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

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Bid of disposal of aluminum/metal/appliances/cast-iron, 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 Teplitz Metal Processing,

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the disposal of aluminum/metal/appliances/cast-iron to the following:

Teplitz Metal Processing, 75 Church St., Middletown, NY 10940:

in the amount paid to the City of \$225/ton delivered by City trucks-in City unloading.

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Jean-Francois

Date of Adoption 07-20-21

Index No: 160-
21

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

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

MOTION FROM THE FLOOR

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Thursday, July 1, 2021, for the Bid for Chemicals, 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,

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 Chemicals to the following:

Thatcher Company of New York, P.O. Box 27407, Salt Lake City, UT 84127-0407:

Copper sulfate in 50 lb. bags, in minimum loads of five tons @ \$3,960.00/ton.

JCI Jones Chemicals Co., Inc., 1765 Ringling Blvd., Sarasota, FL 34236:

Caustic Soda, 25% solution (sodium hydroxide) in minimum loads of 4,000 gal. per del. @ \$661.00/dry ton.
Sodium Hypochlorite in minimum 2,000 gal. delivery @ \$0.98/gal.

Slack Chemical Co., Inc., 465 So. Clinton St., Carthage, NY 13619:

Hydrochloric Acid 15% in minimum 1,000 gal. del. @ \$2.943/gal.
Sodium Hypochlorite 12.5% (liquid chlorine) in 55 gal. drums del. @1.394/gal.

Chemtrade, 90 East Halsey Rd., Parsippany NJ 07054:

Aluminium Sulfate 4000 gals. del. @ \$374.00/dry ton

George Coyne Chemical Co. Inc., 3015 State Rd, Croydon, PA 19021:

Sodium Chlorite 25% 1000 gals. del. @ \$6.5956/gal.

Cationic Dry Polymer per lbs. (min. del. 36 bags) @ \$2.4479/lb.

Cationic Liquid Polymer per drum (min. del. 4 drums) @\$701.7778/pkg

Univar USA Inc., 200 Dean Sievers Pl., Morrisville, PA 19067:

Floussilic Acid 1000 gal. del. @ \$3.90/gal.

13. Local Laws

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

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Johnson

Date of Adoption 07-20-21

Index No: Local Law #1 of 2021

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

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

**A LOCAL LAW OPTING OUT OF THE ESTABLISHMENT OF CANNABIS RETAIL
DISPENSARY LICENSES AND ONSITE CONSUMPTION LICENSES WITHIN THE CITY OF
MIDDLETOWN**

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 prohibit the establishment of retail dispensary licenses and onsite consumption licenses regarding cannabis within the City of Middletown pursuant to Section 131 of the Cannabis Law.

Section 2. Pursuant to Section 131 of the Cannabis Law, the City of Middletown hereby requests the Cannabis Control Board of the State of New York to prohibit the establishment of cannabis retail dispensary licenses and usages and to prohibit the establishment of cannabis onsite consumption licenses and usages within the jurisdiction of the City of Middletown.

Section 3. Pursuant to Section 131 of the Cannabis Law, this Local Law is subject to a permissive referendum governed by Section 24 of the Municipal Home Rule Law.

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.

ALD. JOHNSON:

I just wanted to share a few thoughts. I know we had a public hearing. A lot of things were discussed. Alderman Tobin discussed his point of view at two successive meetings. And I told him I would take that under advisement.

And to me I see a lot of moving parts to this. I support the bill. I seconded it. I planned to opt-out. I think in the public hearing a lot of legalization comments were mixed up with what we're talking about. Are we going to smell marijuana in the State of New York for a while to come? We are. You know, next July 4th when your neighbor has a barbecue you might smell burgers and you might smell marijuana at the same time because that's the way it's going to be, so it's already legal.

I think dispensaries are self-explanatory, cafes are self-explanatory. I think the concerns we have about public consumption are also self-explanatory in a park, in a playground, outside a theatre. Where is it going to happen? How is it going to happen? I think those are valid concerns.

Will it make money? Absolutely. I read an article about Canada. They legalized it nationally in 2019. There are 37 million people in Canada and they sold \$1.2 billion worth of cannabis products in 2019. And they expected 2020 to be 1.8.

Will it generate income? Absolutely. Will it give law enforcement a headache? Absolutely. There are no criteria. What if I have a beer and a joint and go driving? Am I -- am I under the influence of one, the other, both? Is it cumulative? It is synergistic? We don't know.

And then, you know, Mr. Tobin talked a lot about what I'm going to call reparations. You know, we have black and brown, members of our society who are treated seemingly unfairly by the implementation of a law. So the solution to that is to take that person and facilitate that person's ability to be an entrepreneur in a cannabis store. To me, I find that to be condescending. If I've harmed you and I want to help you and you want to have a hardware store, why should I say no, no, no, no, you're a cannabis guy, you're going to have to have a cannabis store otherwise we can't help you out. I don't see the logic in that at all. You know, 40 acres and a mule, now a cannabis store, I just don't -- I just don't buy that logic. I understand it, but I don't buy it.

And most importantly to me, the question of policy implementation. You may remember there was a -- there was a law put a law in New York State not too long ago called Bail Reform. And the people I talked to, it kind of was a little bit of a rush, you know,

to get that -- to get that out there. And if you remember, within 30 days there was a lot of back peddling about how that wasn't going to work that well and we're going to have to change it.

Well, what if we were given an option to opt-out of bail reform for six months to see how it was going to work out? Would we have opted out or opted in? I don't know.

I met a client the other day who work at Rikers. He's about to retire. He's been there 20 years. I said well, what do you think of Bail Reform? He said, well, we went from 6,000 inmates to 3,000. And that's what Bail Reform did. It emptied out the prison. And where'd those people go? They came back into our community.

If we would have opted out to Bail Reform that would have been really cool. And I don't have any confidence in this law being put out in July and all the details we figured out. And the State and the system of giving us the gift of time, we can wait a few months, let the dust settle. And if it's a good thing, I really don't think we're going to lose that much on our income that we're not going to have any stores in Middletown because they're all going to be in Wallkill and all these other surrounding communities.

Those are my thoughts. Thank you very much for your time. I appreciate it.

PRESIDENT RODRIGUES: Anyone else?

ALD. KLEINER: Thank you. I plan on getting into Bail Reform. I know it gets blamed for so many things. All it did was let people out who couldn't get out before because they didn't have

the money. The judges still have a lot of discretion to hold people with guns. They're not doing it. That's a whole separate.

My -- my -- I've been back and forth on this because, you know, I have -- have a lot of background in the way the law has been enforced and what the law has done and the damage it's done and the way it's been applied. You know, and -- and you look back at prohibition and it was just so unsuccessful.

Well, we -- we want to be clear here. I'm not in favor of public consumption. I'm not in favor of public consumption of alcohol. I'm not in favor of public consumption of any drugs. But that's not the choice we're being given here. Unfortunately, this is going to allow public consumption. And it doesn't always mean smoking. This is -- this is smoking and edibles. So it's not always going to be about smoke. It's going to be about ingesting THC.

I've had people talk to me who are very concerned about the black market for marijuana. It's been thriving. And if you bring up -- some people end up smoking oregano or thyme or God knows what else is in it. Some people might get marijuana laced with fentanyl if they buy in the black market. And that's really dangerous.

So my -- my concern is that consumption is going to be legal. Are we going to give people a place that they can buy? You know, they're not getting wood alcohol or grain alcohol. You know when you're buying alcohol that you have liquor laws that protect you in terms of what's in the bottle, what's in the can, what you're drinking. This you'll have laws protecting you in terms of what's in

what you're eating or smoking. And -- and it -- it adds a whole dimension of safety that we don't have now.

Now, grant it, people can go outside of Middletown. I'm sure they'll be able to go to the Town of Wallkill and -- and get a safe supply. So I -- I hope this is really going to put a dent in the black market.

We don't know -- we saw out in California that they just had a multi-billion dollar bust of cannabis suppliers. So it will -- it will be within the law.

The -- the other issue is, you know, with alcohol, we do have bars. People like to drink and socialize. And I've heard, well, people can go home and smoke or consume. Well, people can go home and drink too, but they like to go out and drink. And they like to have a bar to go socialize with their friends and have a drink. Well, people who use marijuana would like to have a place to go to socialize with their friends.

And we, unfortunately, we really don't know what that's going to be like because as the Mayor has pointed out, we -- we don't have the clarification on the law. What percentage are actually going to go to minority businesses and what percentage is built into the law? Where will they be allowed? I didn't really have a big problem with that. Any place you allow a bar, you could have a lounge where people could go in and smoke or consume marijuana if there's a place next door where you can go in and consume alcohol. I -- I don't see that distinction as strongly as some people do.

So, I've been back and forth on it. I was going to vote no, but what I think is that we -- we don't have a full council tonight. I would like us to have a full council voting on it. So my -- I think the best way to take a position against the public consumption is to support what the Mayor is saying about his issues with that. So if we opt-out, if the people are really, really committed, I would most like to see the referendum and let the voters of Middletown decide. That -- that would be my preference.

That is a long haul. You have 45 days after the law is adopted. Does that mean adopted? Does that mean signed by the Mayor? Does that mean received by the Secretary of State? You know, that's going to be a little vague. I'm sure they'll get answers to that. But you'll have 45 days. People who voted, it will be 10 percent of the people who voted in the last gubernatorial election. That's the -- that's who -- that's the number of signatures you'll need. The people who can sign your petition are the people who are registered to vote in 2020 in the last general election.

So you'll need 1,100 signatures. You know, if you can get that many and the people vote on it and the people say yes, then I'm -- I'm thinking that I do want to let the people decide if they're that motivated. And, otherwise, we'll opt-out with the possibility of opting back in when they do clarify the laws and we have a better idea of exactly what will be allowed. And I've told people if we opt back in it's probably going to take six votes because I think it would be over the Mayor's veto.

But, nonetheless, it's -- it is there as a possibility to do it. So that's my thinking of it. I've been back and forth a lot on it. For the reasons I've said, I'm concerned about the safety of people, giving people a safe place to go, letting people get off the street and have a place to consume it because it is legal. It's going to be legal and we can't change that. I'd like to see the public consumption part change, so I'll strongly support any effort to do that. Thank you.

14. Audit

On motion of Ald. Masi seconded by Ald. Green

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

Roll Call: Ayes: Kleiner, Johnson, Jean-Francois, Burr, Green, Masi, President Rodrigues

15. Adjournment

There being no further business meeting adjourned at 08:50 PM

(PROCEEDING CONCLUDED)

CERTIFICATE

I, LISA KANE, certify the foregoing transcript of proceedings prior to New Business of the July 20, 2021 Middletown City Council meeting was prepared using the required electronic equipment and is a true and accurate record of the proceedings.

Signature: *Lisa Kane*

Date: August 9, 2021

Agency: American Legal Transcription
11 Market Street, Suite 215
Poughkeepsie, New York 12601

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08-17-21

Index No: _____

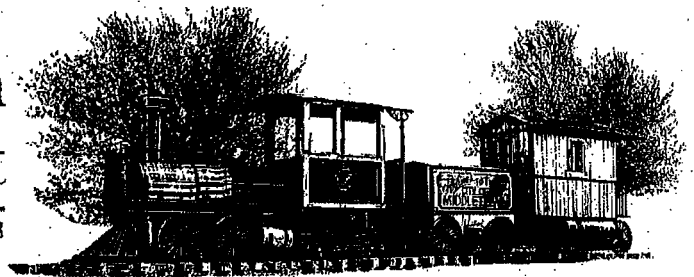
NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS; Recreation & Parks Department was given a donation in the amount of \$1,100.00 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.71 10.478 Park Improvements.

Middletown Recreation and Parks Department

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



Monday, July 26, 2021

RECEIVED

JUL 27 2021

City Clerk
City of Middletown

Dear Board of Estimates & Council Members:

The Recreation & Parks Department received a donation from Eagle Autobody of Orange County in the amount of \$1,100.00 for the purchase of two (2) benches 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 \$1,100.00 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.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Brinckerhoff". The signature is written in dark ink and is positioned above the printed name.

**Christine Brinckerhoff, 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 08-17-21

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, 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.

Middletown Recreation and Parks Department

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



RECEIVED

Monday, July 19, 2021

JUL 19 2021

City Clerk
City of Middletown

Dear President Rodrigues & Council Members:

On Friday, July 16, 2021 the Orange County Youth Bureau offered funding of \$15,000 from the Governor's Office for a Safe Summer Youth Engagement. The goal of the funding is to reduce gun violence in our youth by developing a positive youth program that will operate during off school hours. The Recreation Department and Police Department will be implementing a Fitness & Leadership Program engaging youth ages 14 -19.

In order to apply for available funding under this grant, the following Council Resolution is needed:

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.

Thank you for your consideration and continued support.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Brinckerhoff".

Christine Brinckerhoff, Superintendent
Middletown Recreation Department

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08-17-21

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 \$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

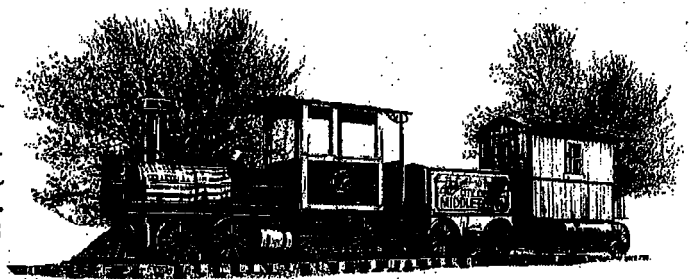
TO

A.8060.470

Parks & Rec. Facility:
Repairs to building

Middletown Recreation and Parks Department

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



Tuesday, July 27, 2021

RECEIVED

JUL 27 2021

RE: 2021 Operating Budget Transfer

City Clerk

City of Middletown

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:

FROM

A.7321.100

Special Programs: Personal Services

AMOUNT

\$20,000.00

TO

A.8060.470

Parks & Rec. Facility: Repairs to building

Transfer of funds is to cover insufficient funds to account #A.8060.470 due to continued improvements and repairs to Recreation Campus. Mainly to fix lighting in the gymnasium and add LED lighting.

Sincerely,

Christine Brinckerhoff, Superintendent
Middletown Recreation Department

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

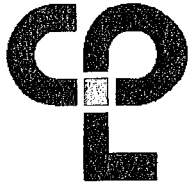
Date of Adoption 08-17-21

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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 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.



ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

July 28, 2021

Jacob S. Tawil, PE, Commissioner,
Department of Public Works
16 James St.
Middletown, NY 10940

**Re: Proposal for Engineering Services
Structural Assessment of Paramount Theater**

Dear Jacob:

Pursuant to our discussions, CPL Team proposes to conduct a structural assessment of the Paramount Theater building. The approach we would take is outlined below:

- We will review any existing design information such as drawings, design criteria, soil investigations, calculations and other information available.
- We will perform a visual site inspection to confirm the correctness of the existing design information (if available) and to assess the structural condition of the building. We will need to gain access to all areas of the building, including the basement, roof, and the space above the ceiling.
- Any visual evidence of structural modification, deterioration, discrepancies in existing documentation, weaknesses in structural members or connections, settlement, or unusual features will be noted.
- Perform preliminary analysis based on visual observations for estimating if the building has adequate structural capacity and compliance with codes. We understand that the balcony is one area of particular concern.
- Estimate strength and properties of existing materials based on observation and types of structural materials commonly used at the time of design and construction.
- Observe the interaction of non-structural components of the existing building which may contribute to or hinder the structural resistance.
- Integrate the information obtained regarding the existing structure for analysis to determine the overall structural condition of the building.
- Provide recommendations if any further testing and/or material sampling is required to provide a better assessment of existing conditions.
- Provide a detailed assessment of our findings.

We must emphasize that this would be a structural assessment; our focus would not include other systems, such as electrical or mechanical systems.



We propose to perform the evaluation in accordance with the protocol described above for a flat fee of \$6,500. Any materials sampling or testing that we might recommend would be charged at cost plus 10%.

We are prepared to commence work within two weeks following your authorization to proceed, and would endeavor to have our report/assessment available within the following three weeks.

If this proposal is acceptable and you wish us to proceed, please sign in the designated space below, and return one copy to us. We appreciate this opportunity to be of service to the City of Middletown.

Very truly Yours,
CPL Team, Design Professionals

A handwritten signature in black ink, appearing to read 'Timothy J. Moot', is written over the printed name.

Timothy J. Moot, PG
Principal

Authorized by: _____ Printed Name

Signature

Date

John Naumchik

From: J Tawil <jtawil14@yahoo.com>
Sent: Wednesday, July 28, 2021 12:32 PM
To: Jacob Tawil; Kari Messler; Donald Paris; John Naumchik
Cc: Tim Moot; Larry Werts; Gef Chumard; Katie Gass; Erica Letos
Subject: Re: Proposal for Engineering Services - Structural Assessment of Paramount Theater
Attachments: Paramount Theater Proposal.pdf

Thank you Kari.

Hello Don,
Please include on tomorrow's BOE meeting for their considerations, the enclosed proposal from CPL for performing Structural Assessment of the Paramount Theater for the Lump Sum Fee of \$6,500 plus testing cost, if any.

Most likely likely the funding could be covered from Paramount's but need to discuss further.

Thank you
Jacob

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works
City of Middletown | 16 James Street |
Middletown, New York 10940 |
T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Wednesday, July 28, 2021, 12:05:47 PM EDT, Kari Messler <kmessler@cplteam.com> wrote:

Jacob,

Please see attached Proposal for the Paramount Theater.

Thank you.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

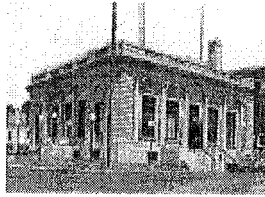
Date of Adoption 08-17-21

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 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.

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

RECEIVED

AUG 03 2021

**City Clerk
City of Middletown**

August 3, 2021

Honorable Joseph M. DeStefano
Mayor- City of Middletown
City Hall
Members of the City of Middletown Common Council
16 James Street
Middletown, NY 10940

RE: Police Traffic Services 2021-Middletown City PD-00088-(036)

Dear Mayor DeStefano and Members of the Council:

We are requesting permission 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.

The purpose of this award is to increase seat belt usage and reduce aggressive, speeding, distracted and other dangerous driving behaviors in an effort to reduce serious injury or death from traffic crashes.

Please prepare a resolution authorizing the mayor to sign the attached contract. Upon approval, I am asking that the funding be deposited into our existing Traffic Services budget line A.3124.103.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.
4. The Signature page with the original "wet" signatures must be mailed to:
New York State Governor's Traffic Safety Committee
Attn: Contract Coordinator
6 Empire State Plaza, Room 410
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

MIDDLETOWN CITY OF

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Governor's Traffic Safety Committee

By: _____

Mary Arthur

Printed Name

Title: Program Manager

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228	BUSINESS UNIT/DEPT. ID: DMV01/3700393 CONTRACT NUMBER: T006753 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: MIDDLETOWN CITY OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Police Traffic Services - PTS
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002266 Federal Tax ID Number: 146002297 DUNS Number (if applicable): 966964405	AGENCY IDENTIFIER: PTS-2022-Middletown City PD -00107-(036) CFDA NUMBER (Federally Funded Grants Only): 20.600
CONTRACTOR PRIMARY MAILING ADDRESS: 16 JAMES ST MIDDLETOWN, NY 10940 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address 16 JAMES ST MIDDLETOWN, NY 10940 CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address 2 JAMES ST MIDDLETOWN, NY 10940	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality. Code: 330230000 000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 10/01/2021 To: 09/30/2022 CURRENT CONTRACT PERIOD: From: 10/01/2021 To: 09/30/2022 AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT: <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i> CURRENT: \$14,476 AMENDED: FUNDING SOURCE(S) ☐ State ☒ Federal ☐ Other
--	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| ☒ Attachment A: | ☒ A-1 Program Specific Terms and Conditions
☒ A-2 Federally Funded Grants and Requirements Mandated by Federal Laws |
| ☒ Attachment B: | ☒ B-1 Expenditure Based Budget ☐ B-2 Performance Based Budget
☐ B-3 Capital Budget ☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment) |
| ☒ Attachment C: Work Plan | |
| ☒ Attachment D: Payment and Reporting Schedule | |
| ☐ Other: | |

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08-17-21

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 renewal agreement of the financial advisory services with Capital Markets Advisors, LLC which the terms and conditions are the same as previous years.

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2021 by and between the City of Middletown, New York (the "City") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by City during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the City in planning, structuring and otherwise completing each Issue to be undertaken by the City.
- 1.02 Discuss a plan of financing which will include CMA's analysis and recommendations to the City regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the City and CMA agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the City, including but not limited to: term sheet, Official Statement, Notice of Sale and bid sheet, request for a credit rating, request for bond insurance, DTC Letter of Representations, and post-sale analysis.
- 1.04 Upon the request of the City, CMA will assist the City in the selection of other service providers necessary to conduct each Issue including but not limited to Bond Counsel, rating agencies, bond insurer, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, costs of issue, list of participants, and take such other actions requested by the City to efficiently manage each Issue to meet City's objectives.
- 1.06 Participate in the sale of the debt, confirm net interest cost calculation, verify underwriter's compensation and make a recommendation as to award.
- 1.07 Assist the City with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Prepare final debt service schedules.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the City as described in Sections 1 hereof, CMA's compensation, a portion of which is contingent on an issue closing, will be as follows:
 - For bond issues: base fee \$10,250 plus \$0.50 per \$1,000 of bonds issued over \$5 million
 - For note issues: base fee of \$5,250 plus \$0.25 per \$1,000 of notes issued for issues over \$5 million
 - For note issues with no Official Statement: \$3,250
 - For issues through NYS EFC: a fee of \$20,500 which includes both short-term and long-term financing of the loan. Such fee is due upon receipt of funding from EFC in the amount of \$10,250 at

Capital Markets Advisors, LLC

Independent Financial Advisors

the closing of the short-term financing and \$10,250 upon the closing of the long-term financing. If only a long-term EFC issue is issued: a fee is \$18,000 at the closing of the loan

- For capital leases: a base fee of \$6,500 plus \$0.50 per \$1,000 of lease debt issued

- For Continuing Disclosure services: an annual fee of \$2,500

- 2.02 For advisory services rendered for which the above fees are not applicable, CMA will be compensated on an hourly basis at a rate of \$175 per hour.
- 2.03 The City will pay normal issuance costs such as printing, postage, photocopying, overnight delivery, web posting, Bond Counsel, rating agency fees and other associated expenses.
- 2.04 Payment of CMA's compensation for a financing is due within 30 days of receipt by the City of CMA's invoice.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 2022.

Section 4 Disclosure

CMA does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the City. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the City. Information obtained by the CMA, either through its own efforts or provided by the City, included in the financing documents, or otherwise provided to the City, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 6 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities

Capital Markets Advisors, LLC

Independent Financial Advisors

market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the client. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA's ability to service the City.

Section 7 Independent Contractor

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as City employees to any third party, nor shall they make any claim to the City, or to any other person or entity, for benefits or privileges granted to City employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the City shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

City of Middletown, New York

Richard Tortora

Richard R. Tortora
President

By: _____

Name: _____

Title: _____

Date: _____

Inter Office Memo

August 4, 2021

To: The Board of Estimate

From: Don Paris

I am recommending the renewal of the financial advisory services agreement with Capital Markets Advisors, LLC along with authorizing the Mayor to sign. The terms and conditions are the same as previous years.

This is a properly budgeted item.

Don

Copy: K. Kelly

RECEIVED
AUG 04 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 08-17-21

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 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. _____

Sec'd by Ald. _____

Date of Adoption 08-17-21

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 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.0957.900.

WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE:

PARTIES:

CONTRACT OF SALE made as of the _____ day of July, in the year 2021
BETWEEN MISSIONARY SOCIETY OF OUR LADY OF MT. CARMEL OF
THE STATE OF NEW YORK

Carmelite Drive, Middletown, New York 10940

Address:

hereinafter called "SELLER", who agrees to sell;

and CITY OF MIDDLETOWN, a municipal corporation with a
principal place of business at 16 James Street,
Middletown, New York 10940

Address:

PREMISES:

hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the
"PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

1. Street Address: City of Middletown, Orange County, New York
Part of Section 33; Block 14, Lot 4.2
Town of Wallkill, Orange County, New York
Tax Map Designation: Part of Section 69, Block 1, Lot 14.2

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

APPROX. 2.50 ACRES VACANT LAND

Together with a non-exclusive right-of-way for ingress and
egress to Mountain Avenue in the City of Middletown

**PURCHASE
PRICE:**

2. The purchase price is SEVENTY THOUSAND \$ 70,000.00

Payable as follows:

On the signing of this contract, by check subject to collection: \$ 7,000.00

~~By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S) \$~~

~~By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER. \$~~

BALANCE AT CLOSING:

\$ 63,000.00

ACCEPTABLE
TENDERS:

3. All money payable under this contract unless otherwise specified, shall be either:
- Cash, but not over one thousand (\$1,000.00) Dollars,
 - Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER's attorney.
 - Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount **Five Hundred (\$500.00)** dollars, or
 - As otherwise agreed to in writing by SELLER or SELLER'S attorney.

SUBJECT TO
PROVISIONS:

4. The PREMISES are to be transferred subject to:
- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
 - Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
 - Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
 - Subject to any state of facts an accurate survey or personal inspection may show, provided same does not render title unmarketable.
 - Subject to covenants, easements or restrictions of record, if any, provided same does not render title unmarketable.
 - Subject to any variance in connection with fence, hedge and like surrounding the premises, provided same does not render title unmarketable.

TITLE
COMPANY
APPROVAL:

5. SELLER shall give and PURCHASER shall accept such title as **any reputable** **a member of the Title Insurance Rate** Service Association, Inc. will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

CLOSING
DEFINED AND
TERMS OF DEED:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a **bargain and sale with covenants against Grantor's Acts** deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

CLOSING
DATE
AND PLACE:

7. CLOSING will take place at the office of **Peter G. Botti, 14 Scotchtown Avenue, Goshen, NY** on or about **July 30, 2021**

BROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale.

PRESETS AND
SIGNMENT
UNPAID
MORTGAGES:

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

MORTGAGEE'S
CERTIFICATE
(LETTER AS
TO EXISTING
MORTGAGE(S):

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.

SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

COMPLIANCE
WITH STATE
AND MUNICIPAL
DEPARTMENT
ORDINANCES
AND ORDERS:

11. a) SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted on or issued by any governmental department having authority as to lands, housing, building, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

INSTALLMENT
SCHEDULE:

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

DESCRIPTION - LANDS TO BE CONVEYED
FROM THE MISSIONARY SOCIETY OF OUR LADY OF MT. CARMEL
TO THE CITY OF MIDDLETOWN

TOWN OF WALLKILL

ORANGE COUNTY

NEW YORK

All that piece or parcel of land, lying, being, and situated in the Town of Wallkill, Orange County, New York, to be conveyed from the Missionary Society of Our Lady of Mt. Carmel to the City of Middletown, said lands more fully bounded and described as follows:

BEGINNING at the ~~northwesterly~~ ^{northeasterly} corner of lands now or formerly owned by the City of Middletown, Tax Map Section 69, Block 1, Lot 15, and the ~~northwesterly~~ ^{northwesterly} corner of lands now or formerly owned by Mauck and Leong, Tax Map Section 69, Block 1, Lot 14.12, and proceeding on the following courses and distances:

Through the lands now or formerly owned by the Missionary Society of Our Lady of Mt. Carmel, Tax Map Section 69, Block

1, Lot 14.2, on the following six (6) courses and distances;

1. North 39° 11' 00" West 50.00 ft.
2. North 50° 49' 00" East 57.57 ft.
3. North 38° 12' 34" West 125.10 ft.
4. South 56° 27' 10" West 417.66 ft.
5. South 33° 32' 50" East 369.69 ft. *EAST*
6. North 56° 27' 10" 176.40 ft. to a point in the southwesterly bounds of lands now or formerly owned by the City of Middletown (69-1-15).
7. Thence along the southwesterly bounds of lands now or formerly owned by the City of Middletown North 33° 32' 50" 170.02 ft. to the northwesterly corner of said lands now or formerly owned by the City of Middletown. *WEST*
8. Thence further along said lands now or formerly owned by the City of Middletown North 50° 49' 00" East 200.00 ft. to the point and place of beginning.

Containing 2.500 acres of land, more or less.

Together with a non-exclusive Right-Of-Way, 50' in width, for ingress and egress to Mountain Avenue in the City of Middletown. Forever reserving unto the Grantor the right, privilege and authority to enter upon the Right-Of-Way area to install utilities in same and further develop the Right-Of-Way area to any specification necessary that same may be offered for dedication to the City of Middletown and/or the Town of Wallkill as a municipally maintained road for the future development of the Grantor's remaining property.

RIDER TO CONTRACT
BETWEEN MISSIONARY SOCIETY OF OUR LADY OF
MT. CARMEL OF THE STATE OF NEW YORK, SELLER
AND CITY OF MIDDLETOWN, PURCHASER

NOTWITHSTANDING anything to the contrary contained in any other portion of this contract and/or Rider to Contract between the parties hereto, of which this Rider is made a part hereof, it is specifically agreed that this Rider supersedes, governs and will prevail over any and all other portions of the Contract and/or Rider to Contract, if any, and the Seller agrees with the Purchaser, as follows:

1. Purchaser has inspected the premises (including the buildings and improvements) and is thoroughly familiar with the physical condition thereof. Seller has not made and does not make any representations or warranties as to the physical condition, environmental conditions, hazardous or toxic wastes or substances on the premises or compliance with federal or state environmental laws applicable to said premises, topography, drainage, or soil conditions, subdivisions, zoning, acreage, land use restrictions, site plan requirements, environmental conditions, income, expense operations or any other matter or thing affecting or related to the premises or the personal property included in said sale, except as herein specifically set forth, and Purchaser hereby expressly acknowledges that no such representations have been made, and Purchaser further acknowledges that Purchaser has inspected the premises and personal property and agrees to take the property in its present condition and state of repair "AS IS" condition as of this date, reasonable wear and tear excepted. Seller is not liable or bound in any manner by expressed or implied warranties, guaranties, promises, statements, representations or information pertaining to the premises, made or furnished by any real estate broker, agent, employee, servant or other person representing or purporting to represent the Seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other.
2. In the event for any reason the Seller is unable to deliver marketable title to the property, as determined by a licensed title company, subject to the conditions set forth in this contract, then the Purchaser may accept such title as the Seller is able to deliver or the Purchaser shall have the right to rescind this contract. In the event the Purchaser does rescind this contract then the down payment shall be returned to the Purchaser together with the sum of \$500.00 which shall be in place of any and all expenses the Purchaser may have incurred in connection with the purchase of this property. Upon the return of the down payment and the \$500.00, this contract shall be void and neither party shall have any further claims against the other. If the Purchaser has any objection to the title, then he must advise the Seller's attorney of these objections ten (10) days before the closing, whereupon the Seller shall be entitled to an adjournment of the closing for a period of thirty (30) days in order to remove the objections. The Seller under any circumstances shall not be required to bring any action or proceeding or to incur any expense in order to render the title marketable as determined by the title company. In the event the Seller is unable to remove the objections and satisfy the title company, then the Seller shall return the down payment to the Purchaser and shall also send the Purchaser the \$500.00 payment as described above, and upon the return of these monies, this contract shall be void and neither party shall have any further claims against the other.
3. The down payment made herein shall be held in an account entitled "Peter G. Botti, escrow/trust account" held at Orange Bank & Trust Company in Goshen, New York, by the Seller's attorney until closing of title.
4. Purchaser agrees to notify PETER G. BOTTI, ESQ., attorney for the Seller, in writing, of any objections to title at least ten (10) days before the date set for closing. In the event that there are any objections to title, the Seller may adjourn the closing of title to afford him a reasonable opportunity to dispose of such objections. Seller, however, shall not be required to bring any action or proceeding or incur any expense to render his title marketable, except as hereinafter provided with respect to disposition or payment of judgments, mechanic's liens, mortgages, federal and state tax liens and warrants.
5. The parties mutually acknowledge that, if the Purchaser should default in closing title or under any other terms or condition of this contract, it may be impossible to determine Seller's actual damages. Accordingly, if the Purchaser shall default, whether such default be willful or otherwise, the Seller shall have the option to retain any and all funds previously paid by the Purchaser pursuant to this Agreement as liquidated damages. In the event Seller elects to retain the down payment, both parties shall be relieved and released of and from any further liabilities

hereunder, and Purchaser expressly releases any lien Purchaser may have against the property. Further, in the event of any default by Purchaser in closing title, the Seller is authorized to place the premises back on the market free and clear of any claim which the Purchaser may have against the premises.

6. The Purchaser represents that this is an all cash, no contingency, no mortgage contingency contract with the premises being conveyed in their present "AS IS" condition.

7. The acceptance of a Deed by the Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this agreement.

8. The forwarding of these contracts to the attorney for the prospective Purchaser shall not constitute an offer to sell, but merely an invitation to the prospective Purchaser to make an offer. Only fully executed contracts by both the Purchaser and the Seller shall constitute an obligation to either party. In the event Seller's attorney is not in receipt of the within contracts executed by the Purchaser within fifteen (15) days of the date of Seller's attorney letter directed to Purchaser's attorney, then in that event said contracts shall be deemed withdrawn by Seller.

MISSIONARY SOCIETY OF OUR LADY OF
MT. CARMEL OF THE STATE OF NEW YORK

BY: _____

MARIO ESPOSITO, Seller

CITY OF MIDDLETOWN

BY: _____

JOSEPH DESTEFANO, Mayor, Purchaser

**APPORTION-
MENTS:**

13. The following are to be apportioned as of midnight of the day before the CLOSING:
(a) ~~Rents as and when collected.~~ (b) ~~Interest on EXISTING MORTGAGE(S).~~ (c) ~~Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING.~~ (d) ~~Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed.~~ (e) ~~Fuel, if any.~~ (f) ~~Vault charges, if any.~~

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period of applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

**WATER
METER
READINGS:**

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

**ALLOWANCE
FOR UNPAID
TAXES ETC.:**

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefore computed to said date are produced at CLOSING.

**USE OF
PURCHASE
PRICE TO PAY
ENCUM-
BRANCES:**

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

**AFFIDAVIT
AS TO
JUDGMENTS,
BANKRUPT-
CIES:**

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

**DEED
TRANSFER
AND
RECORDING
TAXES:**

18. At CLOSING, SELLER shall deliver a ~~certified~~ check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer ~~and/or recording~~ tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

**PURCHASER'S
LIEN:**

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

* not to exceed \$500.00

**SELLER'S
INABILITY
TO
CONVEY AND
LIMITATION
OF LIABILITY:**

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment, this contract shall be considered canceled, and neither SELLER nor PURCHASER shall have any further rights against the other. *not to exceed \$500.00

**CONDITION
OF
PROPERTY:**

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

**ENTIRE
AGREEMENT:**

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

**CHANGES
MUST BE IN
WRITING:**

23. This contract may not be changed or canceled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

**SINGULAR
ALSO
MEANS
PLURAL:**

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

Missionary Society of Our Lady of Mt. Carmel

In Presence of:

BY:

MARIO ESPOSITO

CITY OF MIDDLETOWN

BY:

JOSEPH DESTEFANO, Mayor

DESCRIPTION – LANDS TO BE CONVEYED
FROM THE MISSIONARY SOCIETY OF OUR LADY OF MT. CARMEL
TO THE CITY OF MIDDLETOWN

TOWN OF WALLKILL

ORANGE COUNTY

NEW YORK

All that piece or parcel of land, lying, being, and situated in the Town of Wallkill, Orange County, New York, to be conveyed from the Missionary Society of Our Lady of Mt. Carmel to the City of Middletown, said lands more fully bounded and described as follows:

BEGINNING at the northeasterly corner of lands now or formerly owned by the City of Middletown, Tax Map Section 69, Block 1, Lot 15, and the northwesterly corner of lands now or formerly owned by Mauck and Leong, Tax Map Section 69, Block 1, Lot 14.12, and proceeding on the following courses and distances:

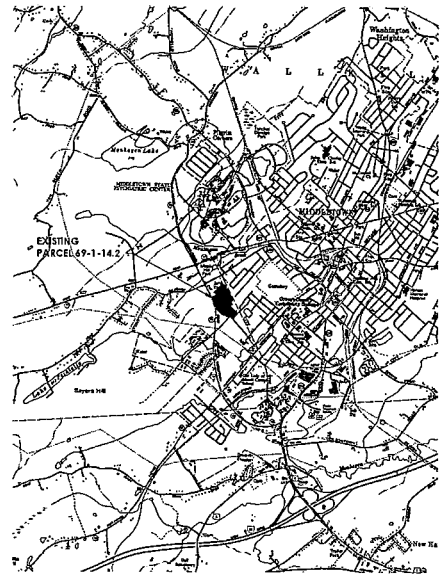
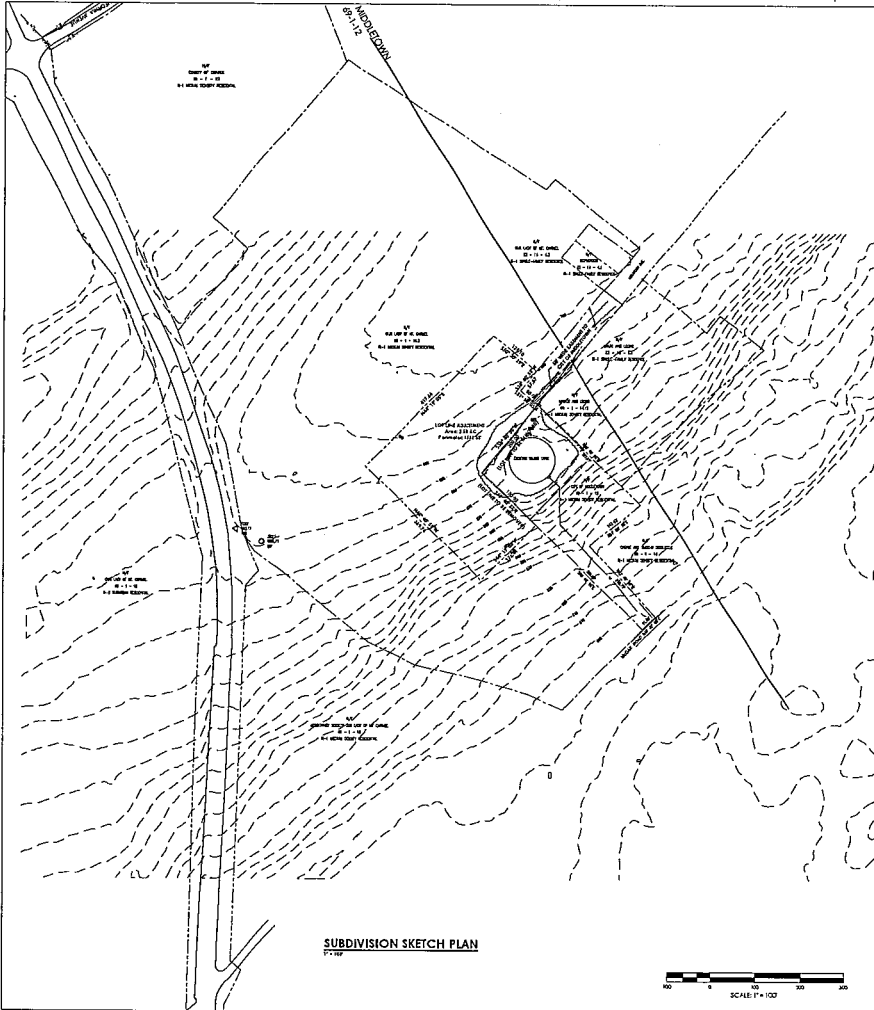
Along said lands of the City of Middletown on the following courses and distances:

1. South 38° 40' 55" West 200.00' ft.
2. South 45° 40' 55" East 170.02 ft

Thence through the lands now or formerly owned by the Missionary Society of Our Lady of Mt. Carmel, Tax Map Section 69, Block 1, Lot 14.2, on the following six (6) courses and distances;

3. South 44° 19' 05" West 176.41 ft.
4. North 45° 40' 55" West 369.76 ft
5. North 44° 19' 05" East 417.66 ft
6. South 50° 20' 39" East 125.10 ft.
7. South 38° 40' 55" West 57.57 ft.
8. South 51° 19' 05" East 50.00 ft. to the point and place of beginning.

Containing 2.500 acres of land, more or less.



PARCEL SIZES (ACRES)			
PARCEL	OWNER	EXISTING	PROPOSED
69-1-14.2	OUR LADY OF MOUNT CARMEL	21.34	18.84
69-1-15	CITY OF MIDDLETOWN	1.64	4.14



NO. 1000
CITY OF MIDDLETOWN
LOT LINE ADJUSTMENT
OF PARCELS 69-1-14.2
AND PARCEL 69-1-15
AS SHOWN ON MAP
NO. 1000
BY
C&S ASSOCIATES

NO. 1000
CITY OF MIDDLETOWN
LOT LINE ADJUSTMENT
OF PARCELS 69-1-14.2
AND PARCEL 69-1-15
AS SHOWN ON MAP
NO. 1000
BY
C&S ASSOCIATES

This Indenture,

Made the 24th day of October, Nineteen Hundred and Sixty-three,

Between MISSIONARY SOCIETY OF OUR LADY OF MT. CARMEL OF THE STATE OF NEW YORK, a membership corporation having its principal place of business at 329 East 28th

Street, New York 16, New York, --- party of the first part, and CITY OF MIDDLETOWN, a municipal corporation having its principal place of business at 16 James Street, Middletown, New York, ---

--- party of the second part,
Witnesseth, that the party of the first part, in consideration of ONE AND OTHER --- Dollars

(\$1.00, etc.---) lawful money of the United States, ---
--- paid by the party of the second part,
does hereby grant and release unto the party of the second part, its

successors and assigns forever, all that certain lot, piece or parcel of land situate in the Town of Walkkill, County of Orange, State of New York lying on the southeasterly side of Mountain Ave. extension and the northwesterly side of a street known as McGar Road and being more accurately bounded and described as follows:

Beginning at a point in the southeasterly line of the extension of Mountain Ave., said point of beginning marking the most westerly corner of a 5.742 acre parcel conveyed by Missionary Society of Our Lady of Mt. Carmel of the State of New York to Patrick McDermott; thence along said 5.742 acre parcel, South 30°-49'-50" East 327.08 feet to the most northerly corner of lands now or formerly of McGar; thence along lands now or formerly of McGar, South 65°-53'-40" West 147.63 feet; thence along the same, South 27°-57'-40" East 219.73 feet to a fence post in the northwesterly line of a street known as McGar Road; thence along the northwesterly line of said street, South 59°-54'-00" West 41.40 feet; thence along lands to be retained by Missionary Society of Our Lady of Mt. Carmel of the State of New York, North 30°-49'-50" West 509.07 feet to the extension of the southeasterly line of Mountain Avenue; thence along the extension of the southeasterly line of Mountain Avenue, North 53°-32'-00" East 200.00 feet to the point or place of beginning. Containing 1.636 acres of land more or less.

Together with the right of ingress and egress to the above lands over the lands known as Mountain Avenue Extension and McGar Road.

Being a portion of the lands and premises described in a deed from Charles H. Shaw, as Executor of the Last Will and Testament of Finelia M. Booth, Deceased, to Missionary Society of Our Lady of Mt. Carmel, recorded in the Orange County Clerk's Office on the 4th day of May, 1944, in Liber 929 of Deeds, at Page 595.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, 'its successors and assigns forever.

And the party of the first part covenants as follows:

First. That the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

Second. That the party of the second part shall quietly enjoy the said premises;

Third. That the said premises are free from incumbrances;

Fourth. That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. That the party of the first part will forever Warrant the title to said premises.

SIXTH. That, in compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Presence of

In Witness Whereof, The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

MISSIONARY SOCIETY OF OUR LADY OF MT. CARMEL OF THE STATE OF NEW YORK,

By V. R. Aloysius Nagle, President
Aloysius Nagle, President.



State of New York }
County of NEW YORK } ss.
of

On this 24th day of October, Nineteen Hundred and Sixty-three, before me personally came ALOYSIUS NAGLE, to me personally known, who, being by me duly sworn, did depose and say that he resides at 329 East 28th Street, New York 16, New York; that he is the President of MISSIONARY SOCIETY OF OUR LADY OF MT. CARMEL OF THE STATE OF NEW YORK, / the corporation described in, and which executed, the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

EILEEN E. HINNEMAN
NOTARY PUBLIC, State of New York
No. 30-1804923
Qualified in Nassau
Term Expires March: 65

Eileen E. Hinneman
Notary Public



CORPORATION - FULL COVENANT

MISSIONARY SOCIETY OF OUR LADY
OF MT. CARMEL OF THE STATE OF
NEW YORK

TO

CITY OF MIDDLETOWN

Dated, October 24, 1963.

STATE OF NEW YORK

County of *Orange* ss.

RECORDED ON THE
1st day of Nov. 20, 1963

at 10:35 o'clock A.M.

in LIBER 1650 of DEEDS

Page 1101 and examined

R. E. Lott
CLERK

1650

1103

WEMMY G. ARFMAN
ATTORNEY AT LAW
30 NORTH STREET
MIDDLETOWN, NEW YORK

John Naumchik

From: J Tawil <jtawil14@yahoo.com>
Sent: Monday, August 2, 2021 12:37 PM
To: pbottilawjudy@gmail.com; Gef Chumard; Domenic Emilio
Cc: Tim Moot; Jacob Tawil; Joseph DeStefano; Alex Smith; John Naumchik; Katie Gass
Subject: Re: Missionary Society with City of Middletown - Water Tower
Attachments: Subdivision-08-02-2021.pdf

RECEIVED

AUG 02 2021

City Clerk
City of Middletown

Thanks Domenic and Gef.

Hello Peter,

Please let us know if you need anything else. I am hope that I'll be meeting with Alex today to go over what he needs regarding the Contract.

Hello John,

Once Alex is satisfied with the contract, we will need Council resolution approving the Contract of sale and payment of \$70K for the appraised value of the property to be acquired.

Thank you
Jacob

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works
City of Middletown | 16 James Street |
Middletown, New York 10940 |
T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Monday, August 2, 2021, 10:41:00 AM EDT, Domenic Emilio <demilio@cplteam.com> wrote:

Good Morning Peter,

Attached is the map with the easement shown. Gef will be sending the deed.



Domenic Emilio, LEED AP | Associate

Direct: 607.304.9969

ARCHITECTURE. ENGINEERING. PLANNING.

CPLteam.com

From: J Tawil <jtawil14@yahoo.com>
Sent: Friday, July 30, 2021 5:31 PM
To: pbottilawjudy@gmail.com; Domenic Emilio <demilio@cplteam.com>; Gef Chumard <GChumard@CPLteam.com>
Cc: Tim Moot <tmoot@cplteam.com>; 'Jacob Tawil' <jtawil@middletown-ny.com>; 'Joe DeStefano' <jdestefano@middletown-ny.com>
Subject: Re: Missionary Society with City of Middletown - Water Tower

CAUTION: This email originated from outside of the organization. Only open attachments and click links if you recognize the sender and are expecting this type of content. -CPL Helpdesk

Thank you Gef. Hoping to conclude this very soon.

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014



Please consider the environment before printing this email.

On Friday, July 30, 2021, 05:27:44 PM EDT, Gef Chumard <gchumard@cplteam.com> wrote:

I will go to Goshen Monday and get a copy of the deed to the existing City-owned parcel.

From: pbottilawjudy@gmail.com <pbottilawjudy@gmail.com>
Sent: Friday, July 30, 2021 2:09 PM
To: 'Jacob Tawil' <jtawil14@yahoo.com>; Domenic Emilio <DEmilio@cplteam.com>
Cc: Tim Moot <TMoot@cplteam.com>; 'Jacob Tawil' <jtawil@middletown-ny.com>; Gef Chumard <gchumard@cplteam.com>; 'Joe DeStefano' <jdestefano@middletown-ny.com>
Subject: RE: Missionary Society with City of Middletown - Water Tower

CAUTION: This email originated from outside of the organization. Only open attachments and click links if you recognize the sender and are expecting this type of content. -CPL Helpdesk

Dear Jacob:

I sent the contract of sale to the City on July 12th and I am still awaiting the down payment check, so I am waiting on you.

Also, please provide me with a copy of the Deed to the existing water tank.

Thank you.

Peter G. Botti

From: Jacob Tawil <jtawil14@yahoo.com>
Sent: Friday, July 30, 2021 1:32 PM
To: Domenic Emilio <DEmilio@cplteam.com>
Cc: Tim Moot <TMoot@cplteam.com>; pbottilawjudy@gmail.com; Jacob Tawil <jtawil@middletown-ny.com>; Gef Chumard <gchumard@cplteam.com>; Joe DeStefano <jdestefano@middletown-ny.com>
Subject: Re: Missionary Society with City of Middletown - Water Tower

All,

This has gone too long. Please help expedite and complete this process.

We have a grant from State to finance some of this work that otherwise wouldn't be possible for us to do and the existing tank will continue to set there and corrode

Please do what you can and let me know of what I can do to help expedite.

Thank you

Jacob

Sent from my iPhone

Please excuse any typographical errors.

On Jul 30, 2021, at 11:35 AM, Domenic Emilio <DEmilio@cplteam.com> wrote:

Peter,

Last we discussed with you and your surveyor on the phone was that he preferred the bearings to match the file map but it was not a requirement. We decided to keep the bearings on the state plane system since that's how our survey was completed and that is the current industry standard.

We can add the easement map and resend it on Monday.

Can you clarify what you need re: the existing city deed?

<image001.png> **Domenic Emilio, LEED AP | Associate**
Direct: 607.304.9969
ARCHITECTURE. ENGINEERING. PLANNING.
CPLteam.com

From: Tim Moot <TMoot@CPLteam.com>
Sent: Friday, July 30, 2021 10:50 AM
To: pbottilawjudy@gmail.com
Cc: 'Jacob Tawil P. E.' <jtawil@middletown-ny.com>; Domenic Emilio <DEmilio@CPLteam.com>; Gef Chumard <GChumard@CPLteam.com>
Subject: RE: Missionary Society with City of Middletown - Water Tower
Importance: High

[Authenticated] 

Dom / Gef Please respond.

<image004.png> **Timothy J. Moot, PG | Principal**

Direct: 845.522.5797 | Mobile: 845.220.7145

ARCHITECTURE. ENGINEERING. PLANNING.

CPLteam.com

From: pbottilawjudy@gmail.com <pbottilawjudy@gmail.com>
Sent: Friday, July 30, 2021 9:03 AM
To: Tim Moot <TMoot@CPLteam.com>
Cc: 'Jacob Tawil P. E.' <jtawil@middletown-ny.com>
Subject: Missionary Society with City of Middletown - Water Tower

CAUTION: This email originated from outside of the organization. Only open attachments and click links if you recognize the sender and are expecting this type of content. -CPL Helpdesk

Dear Tim:

In the map you provided to me yesterday, as well as the description, you still have NOT changed your bearings to meet the existing maps on file in the County Clerk's Office.

I still need to see the Easement shown on the map and I need a copy of the City's existing Deed.

Thank you for your attention to this matter.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

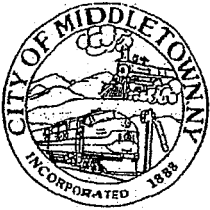
Date of Adoption 08-17-21

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 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
APPLICATION FOR
BLOCK PARTY**

I, the undersigned, do hereby make application for a Block Party in the City of Middletown, New York

Name of Applicant Kristi Ann DeRose
Address of Applicant 18 Wilcox Ave. APT 1
Middletown NY 10940

Phone Number of Applicant _____

Day and date the Block Party will be held SAT AUG. 21, 2021 (08/21/2021)

Hours Block Party will start and end 2PM - 10PM

Name of Streets to be blocked Wilcox Avenue

if possible, could we discuss a partial block off? we have a neighbor whom takes care of their elderly parent "i'd like for them to not be blocked at all!"

BLOCK PARTY APPLICATION REQUIREMENTS:

On a separate sheet of paper, please indicate the following information:

Name, addresses and signatures of no less 75% of homeowners on the closed street area for permission to have Block Party.

A description of any equipment to be used, including whether music is to be played and what devices are needed for the provision of such music, when applicable.

Description of any vendors within the closed street area.

By signing this application, the applicant agrees to all the provisions of the Middletown City Code pertaining to Chapter 332 Noise and Chapter 319 Litter.

Signed: Kristi Ann DeRose

Date: 07/15/2021

For Office Use Only:

Resolution Number and Date _____

Wilcox Avenue Block Party

18 Wilcox Avenue
MIDDLETOWN, NY 10940
(845) 741-5347
kderose13@GMAIL.COM

July 15, 2021

To Whom It May Concern,

The residents of Wilcox Avenue in The City of Middletown New York, hereby request a motion to shut down our street on the day of Saturday, August 21st 2021, from 2PM - 10PM for a Block Party. This will be for the residents of Wilcox Avenue and their families.

According to the towns statements; I must acquire signatures of 75%/85% of Residents in Agreement with this motion.

Below are the signatures:

	<u>PRINT NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
1.	Vigdaly German-Torres	12 Wilcox Ave. Middletown, NY	[Signature]
2.	CHRISTINE McMONEGAL	6 Wilcox Ave Middletown NY	[Signature]
3.	Hans Alexander	7 Wilcox Ave. Middletown NY	[Signature]
4.	Nick Cirelli	14 Wilcox Ave Middletown NY	[Signature]
5.	Edlin Rodriguez	20 Wilcox Ave Middletown NY	[Signature]
6.	Jessica [unclear]	15 Wilcox Ave Middletown NY	[Signature]
7.	Sharon Deillo	16 Wilcox Ave. Middletown NY	[Signature]

8. Sara Biccum 10 Wilcox Ave Sara Biccum
9. Kristi DeRose 18 Wilcox Ave ~~Kristi DeRose~~
10. Crystal Gayton 3 Wilcox Ave Crystal Gayton

11.

12.

13. * 8 Wilcox ~~scribble~~
NOT HOME - But are ok w/ party

Sincerely,

The Residents of Wilcox Avenue

Middletown NY Community Members

Kristi DeRose

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08-17-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown hereby authorizes the 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.

John Naumchik

From: MFD Secretary
Sent: Sunday, August 8, 2021 8:47 AM
To: John Naumchik
Cc: John Ewanciw
Subject: Resolution

RECEIVED

AUG 09 2021

City Clerk
City of Middletown

Good Morning John

The Middletown Fire Department would like to have a resolution to close the roads on Saturday October 2, 2021 for the Parade. The Route is the same as in years past:

Highland Ave
West Main St.
North St
Finishing at Thrall Park.

Thank you
Sean

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08-17-21

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 purchase of property at Kohler Road, Mount Hope, Section 16, Block 1, Lot 37.2 with the Estate of William and Frances Johanns, 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).

CONTRACT OF SALE

DATE

CONTRACT OF SALE made as of the day of August, 2021

PARTIES BETWEEN

ESTATE OF WILLIAM AND FRANCES JOHANNNS

Address: c/o Stephen Hunter, Esq., 140 Main Street, New York 10924
hereinafter called "SELLER" who agrees to sell, and

CITY OF MIDDLETOWN

Address: 16 James Street, Middletown, New York 10940
hereinafter called "PURCHASER", who agrees to buy

The property located at **Kohler Road**, Mount Hope, New York, including all buildings and improvements, if any, thereon (the "PREMISES") (more fully described on a separate page marked "Exhibit A") and also identified on the Tax Map of the Town of Mount Hope, County of Orange, New York as: **Section 16, Block 1, Lot 37.2**

PURCHASE PRICE

1. The purchase price is **\$117,500.00** payable as follows:

(A) On signing of this Contract, by check in the amount of **\$11,750.00** subject to collection, the non-payment of which shall give SELLER the right to declare this Contract null and void and to pursue all remedies against PURCHASER on said check or as otherwise permitted by law. The downpayment check shall be made payable to Stephen Hunter, Esq., as attorney for SELLER, (to be held in escrow in non-interest bearing status by the Escrow Agent as hereinafter provided).

(B) **Balance at Closing:** By **certified or bank check** made payable to the SELLER named above in the amount of **\$105,750.00**. Not more than \$1,000.00 shall be paid at Closing other than by certified or bank check.

SUBJECT TO PROVISIONS:

2. The PREMISES are to be transferred subject to:

- a. All present and future building, zoning and other restrictions, regulations,

laws, ordinances, resolutions and orders of any State, municipal or other governmental authorities having jurisdiction over the PREMISES or the use or improvement thereof.

b. The rights of utility companies, if any, to install, maintain and operate lines, poles, pipes, distribution boxes, and other equipment and installations over, under or along the street next to the PREMISES or the part of the PREMISES next to the street, or running to improvements on the PREMISES.

c. Encroachments and projections of walls, foundations, trim, fences or other improvements, installations or appurtenances onto the PREMISES or from the PREMISES onto adjoining property; variations between record lines and any tax map; and consents for the erection and maintenance of any structures on, under or above any streets or roads adjoining the PREMISES.

d. Such state of facts as an accurate survey may reveal.

e. Real estate taxes and water and sewer charges, subject to adjustment as hereinafter provided.

TITLE COMPANY APPROVAL:

3. PURCHASER agrees to promptly apply for and procure a title insurance commitment from, and to cause title to the PREMISES to be searched and examined by a duly licensed and reputable title insurance company (the "title company"). PURCHASER agrees to promptly deliver to SELLER'S attorney, a copy of the title company's title report or commitment, and any tax search, departmental searches, survey and survey reading. PURCHASER shall **promptly notify** SELLER'S attorney of any objections disclosed by the title and municipal searches. The failure by PURCHASER to so notify SELLER'S attorney within a reasonable time prior to Closing shall constitute a waiver by PURCHASER of any and all objections and defects in SELLER'S title that would have been disclosed by such prompt notification. PURCHASER shall pay all expenses for examination of title, the premium for any title insurance policy, and all other title, survey or other expenses incurred in connection with this Contract or the Closing.

4. SELLER shall have the right to attempt to remedy any defects in title, and shall be entitled to reasonable adjournments of the Closing for such purpose. PURCHASER shall accept such title as the title company will insure in accordance with its standard form of title policy, subject only to the matters provided for in this Contract and such other exceptions as the title company, without special premium to PURCHASER, will omit as exceptions to coverage or will except with insurance against collection out of or enforcement against the PREMISES.

CLOSING DEFINED AND FORM OF DEED:

5. "Closing" means the settlement of the obligations of SELLER and PURCHASER to each other under this Contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale Deed with Covenant Against Grantor's Acts in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law. The deed must also contain the language required by the State of New York for WQIP Land Acquisition Projects For Source Water Protection, the grant program encompassing this transaction.

CLOSING DATE AND PLACE:

6. Closing will take place at the office of SELLER'S or PURCHASER'S attorney on or about **December 30, 2021, a date subject to fulfillment of all the conditions set forth herein.**

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

7. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at Closing, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

BROKERS:

8. PURCHASER represents and warrants that it has not dealt with any broker in connection with this sale, except Rand Commercial. PURCHASER agrees to indemnify and hold SELLER harmless from and against all liabilities, claims, damages or expenses, including attorneys fees, pertaining to any broker with whom PURCHASER has dealt. This provision shall survive Closing for a period of one (1) year. The broker represents the PURCHASER who shall be responsible for the commission pursuant to a separate agreement.

APPORTIONMENTS:

9. The following are to be apportioned as of midnight of the day before CLOSING.

- (a) Rents as and when collected.
- (b) Premiums on existing transferable insurance policies and renewals of those expiring prior to Closing.
- (c) Real estate taxes, water charges and sewer rents, if any, on the basis of the lien period for which assessed.
- (d) Gas and oil, if applicable.

10. If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation; however, adjustment will be made when the actual tax amount is determined. This provision shall survive the Closing.

11. Any errors or omissions in computing apportionments at Closing shall be corrected. This provision shall survive Closing.

ALLOWANCE FOR UNPAID TAXES, ETC.:

12. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

13. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at Closing, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made with a reasonable time before Closing, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES, ETC.:

14. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at Closing showing that they are not against SELLER.

DEED TRANSFER AND RECORDING TAXES:

15. At Closing, SELLER shall deliver a check payable to the order of the appropriate State or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return.

SELLERS' INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

16. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this Contract, without interest, plus all charges made for:

- (a) examining the title,
- (b) any appropriate additional searches made in accordance with this Contract,
- and (c) survey and survey inspection charges.

17. Upon such refund and payment this Contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other. SELLER'S total liability for all of these items, **shall not exceed \$350.00**, in addition to refund of the downpayment.

CONDITION OF PROPERTY:

18. PURCHASER has inspected the PREMISES and is thoroughly acquainted with its condition. PURCHASER agrees to purchase the PREMISES "**as is**" and in its present condition subject to reasonable use, wear, tear, and natural deterioration between now and Closing. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect the PREMISES before Closing.

19. PURCHASER acknowledges that neither SELLER nor any representative or agent of SELLER have made any representation or warranty as to the physical condition, state of repair, expenses or operation of the PREMISES or any matter or thing affecting or relating to the PREMISES or this Contract, except as specifically set forth herein. SELLER shall not be liable or bound in any manner by any oral or written statement, representation, agreement or information relating to the PREMISES or this Contract furnished by any real estate broker, agent or other person, unless specifically set forth herein.

20. SELLER represents that it has no actual notice of any municipal violations, and SELLER shall furnish PURCHASER with any authorizations necessary to make the

searches that could disclose these matters.

21. This Contract is subject to and conditioned upon PURCHASER, at its sole cost and expense, obtaining a satisfactory **engineer's** report as to the condition of the premises, including a radon and underground tank inspection (if any) within 60 days after the execution of this Contract. The PURCHASER shall have the right to cancel this Contract in the event the engineer's report is unsatisfactory, in which event the entire deposit and downpayment paid by the PURCHASER shall be returned to the PURCHASER and this Contract shall be deemed null and void. Notice of an election to terminate this Contract hereunder must be made in writing delivered or postmarked to the SELLER'S attorney within a reasonable time after the inspection, otherwise this condition and contingency is waived.

22. PURCHASER shall have access to the PREMISES within **48 hours prior to Closing** or taking of possession in order to ascertain the condition of the PREMISES.

ESCROW CONDITIONS:

23. Stephen Hunter, Esq., is hereby designated as Escrow Agent in this transaction and he shall hold the downpayment in accordance with this Contract. The Escrow Agent may at any time deposit the downpayment with a court of competent jurisdiction, and upon notice to SELLER and PURCHASER of such deposit the Escrow Agent shall have no further responsibility or liability hereunder. The Escrow Agent is hereby authorized and directed to deliver the downpayment to SELLER if, as and when title closes.

24. SELLER and PURCHASER acknowledge that the Escrow Agent is merely a stakeholder, and that the Escrow Agent shall not be liable for any act or omission unless taken or suffered in bad faith, in wilful disregard of this contract or involving gross negligence. The Escrow Agent shall not be required to invest the downpayment in an interest bearing account or other income producing investment.

LIQUIDATED DAMAGES:

25. If PURCHASER wilfully defaults under this Contract, SELLER shall be entitled to declare this Contract null and void and to receive from the Escrow Agent and to retain all sums paid by PURCHASER hereunder as liquidated damages, whereupon this Contract shall terminate and neither party shall have any further claim against the other.

ASSIGNMENT:

26. PURCHASER may not assign this Contract without the prior written consent of the

SELLER. Any attempted assignment without such consent shall be null and void.

INCORPORATION OF DEC STANDARD CLAUSES

27. The parties hereto agree to be bound by the Standard Clauses for all New York State Department of Environmental Conservation Contracts, a copy of which is annexed hereto and incorporated fully as if set forth in its entirety herein.

APPRAISALS

28. This Contract is conditioned upon PURCHASER obtaining one (1) independent appraisal which confirms that the value of the subject Premises is not less than the purchase price set forth herein. Such appraisals must be procured, written and certified in compliance with the New York State Department of Environmental Conservation Standards for Real Property Appraisals, a copy of which is annexed hereto and incorporated fully as if set forth in its entirety herein.

SURVEYS, MAPS AND SUMMARY OF PROPERTY CONDITIONS

29. Prior to Closing, SELLER agrees to provide the New York State Department of Environmental Conservation all surveys, maps and property condition descriptions/summaries required by the WQIP Land Acquisition grant program which encompasses this transaction; a copy of these requirements is annexed hereto and incorporated fully as if set forth in its entirety herein.

DEC FINAL APPROVAL

30. This Contract is conditioned upon final Department of Environmental Conservation approval for PURCHASER to be fully reimbursed pursuant to the WQIP Land Acquisition grant program which encompasses this transaction.

COMMON COUNCIL APPROVAL

31. This Contract is conditioned upon approval by the Middletown Common Council.

ENTIRE AGREEMENT:

32. All prior understandings and agreements between SELLER and PURCHASER are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by

anyone else that is not set forth in this Contract.

CHANGES MUST BE IN WRITING

33. This Contract may not be changed or cancelled except in writing. The Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

SURVIVAL:

34. None of the representations, warranties, covenants or other obligations of SELLER hereunder shall survive the Closing, except as expressly provided herein. Acceptance of the deed by PURCHASER shall be deemed full and complete performance and discharge of every agreement and obligation of SELLER hereunder, except those, if any, which expressly are stated herein to survive the Closing, and then such survival shall be only for a period of one year.

SINGULAR ALSO MEANS PLURAL:

35. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

BINDING EFFECT:

36. This Contract shall not be considered an offer or an acceptance of an offer by SELLER, and shall not be binding upon SELLER until executed and delivered by both SELLER and PURCHASER. Upon such execution and delivery, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, SELLER AND PURCHASER have duly executed this Contract on the date first above written.

ESTATE OF WILLIAM AND FRANCES
JOHANNIS

By:

CITY OF MIDDLETOWN

By:

Joseph DeStefano, Mayor

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

THE FOLLOWING WAS PRESENTED

By Ald. _____
 Sec'd by Ald. _____
 Date of Adoption 08-17-21

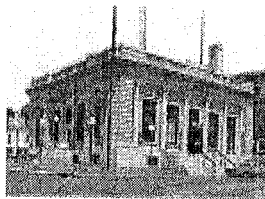
 Index No: _____

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 \$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	Amount	To
A.3120.100	\$234,000	A.3120.103
Personnel Services		Overtime

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

RECEIVED

August 10, 2021

AUG 11 2021
City Clerk
City of Middletown

Honorable Joseph DeStefano
Mayor-City of Middletown and
Board of Estimate and Apportionment
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the City of Middletown Common Council approve the following transfers within our 2021 budget lines:

From	Amount	To
A.3120.100 Personnel Services	\$234,000	A.3120.103 Overtime

This transfer will 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.

We have applied for reimbursement of this funding through FEMA.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 08-17-21

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown hereby authorizes the 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.

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

THE AUDIT OF THE COMMON COUNCIL

By Alderman Masi

Sec'd by Alderman

Date of Adoption: 08-17-21

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**