



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
DECEMBER 5, 2023**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
Officer Barone Recognition
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 12.1 Resolution Authorizing a \$4500 Budget Transfer from within the City Clerk's Budget
 - 12.2 Resolution Authorizing a \$365 Budget Transfer within the the Civil Service Bud
 - 12.3 Resolution Authorizing the Retirement of K9 Gambit from the Middletown Police Department
 - 12.4 Resolution Authorizing \$19,200 in Budget Transfer from within the Paramount Theatres Budget
 - 12.5 Resolution Authorizing a \$7794.39 Budget Transfer from within the Recreation and Parks Budget

12.6 Resolution Authorizing a \$109,479.02 Budget Transfer within the Department of Public Works Budget

12.7 Resolution Authorizing a \$9943.01 Budget Transfer from within the Department of Public Works Budget

12.8 Resolution Authorizing a \$29,600 Budget Transfer from within the Department of Public Works Budget

12.9 Resolution Authorizing a \$12,000 Budget Transfer from within the Department of Public Works Budget

12.10 Resolution Authorizing a \$520 Budget Transfer from within the Department of Public Works Budget

12.11 Resolution Authorizing a \$3,000 Budget Transfer for the 146 North Street Façade Project

12.12 Resolution Authorizing a \$1,000 Budget Transfer from within the Department of Public Works Budget

12.13 Resolution Authorizing \$93,579.52 in Budget Transfers from within Various City Budget Lines

12.14 Resolution Appointing Kylee Kresge as a Volunteer Fire Fighter with Excelsior Hook & Ladder Co. #1

12.15 Resolution Awarding Bids for Demolition of Properties at 27 ½ Smith Street, 99 East Avenue and 404 North Street

12.16 Resolution Authorizing Quest Environment for Air Monitoring During Demolition Work at 27 ½ Smith Street, 99 East Avenue and 404 North Street

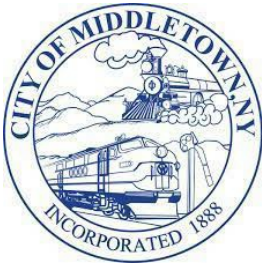
12.17 Resolution Authorizing an Agreement with Empress Ambulance

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 234-23

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

Resolution Authorizing a \$4500 Budget Transfer from within the City Clerk's Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$4500, in the following manner, for entrance way mats.

FROM	AMOUNT	TO
A.1010.400 Clerks-Contracted Services	\$4500	A.1010.480 Clerks- Office Expenses

ATTACHMENTS:

[Budget Transfer Req for Office Supplies.pdf](#)



Richard P. McCormack
City Clerk, Registrar

CITY OF MIDDLETOWN

Office of the City Clerk, Registrar & Common Council Clerk

16 James Street, Middletown, NY 10940

Tel: (845) 346-4166 Fax: (845) 344-5428 www.middletown-ny.com

To: Mayor DeStefano, Council President Rodrigues, Members of the Board of Estimate and Members of the Common Council

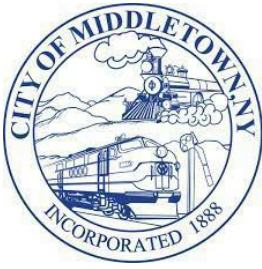
From: Rick McCormack, City Clerk

CC: Leonora Liz, City Treasurer

RE: Budget Transfer for Alderman Salary

Requesting a Budget Transfer for the purchase of entrance way mats for City Hall Offices and general office supplies through the end of the year.

FROM	AMOUNT	TO
A.1010.400		
Contracted Services	\$4500	A.1010.480
		Office Expenses



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 235-23

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

Resolution Authorizing a \$365 Budget Transfer within the the Civil Service Bud

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$365, in the following manner, from within the Civil Service Budget.

FROM	AMOUNT	TO
A.1430.401 Civil Service -Travel Expense	\$365	A.1430.480 Civil Service -Office Expense

ATTACHMENTS:

[Civil Service Transfer Req.pdf](#)

Richard McCormack

From: Leonora Liz
Sent: Tuesday, November 28, 2023 9:31 AM
To: Richard McCormack
Cc: Pamela Welch
Subject: FW: Money transfer

Modified as follows:

Civil Service is requesting the following transfer within the 2023 Budget:

FROM	AMOUNT	TO
A.1430.401	\$365	A.1430.480
Civil Service -Travel Expense		Civil Service -Office Expense

Kind Regards,

Leonora Liz
City Treasurer



(W) www.middletownny.gov | (A) 16 James Street, Middletown, NY 10940 | (P) 845-346-4153 | (F) 845-343-1101

"To handle yourself, use your head; to handle others, use your heart. " – Eleanor Roosevelt

From: Pamela Welch <pwelch@middletown-ny.com>
Sent: Tuesday, November 21, 2023 1:03 PM
To: Leonora Liz <LLiz@MiddletownNY.gov>
Subject: Money transfer

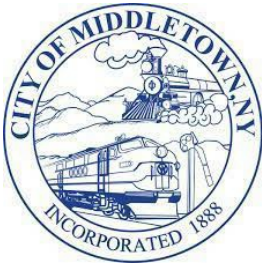
Hi Leonora,

As per our conversation can you please include in the next Board of Estimate meeting on November 30, 2023 the following:

Transfer:		
From Account #1500.00		To Account #1430.401
Travel Expense	\$365.00	Office Supplies

Let me know if you need anything else from me.

Pam



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 236-23

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

Resolution Authorizing the Retirement of K9 Gambit from the Middletown Police Department

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the retirement of K9 Gambit from the Middletown Police Department.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes that K9 Gambit from the Middletown Police Department continues to live with Officer McDonald and his family through the remainder of his life.

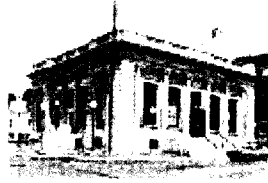
LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment that the McDonald family will incur all future costs associated with K9 Gambit with the K9 unit deferring some of the costs through donations from the Middletown K9 Association, and that Officer McDonald cannot transfer K9 Ares to any other party.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the attached agreement and further authorizes the Mayor to sign the agreement.

ATTACHMENTS:

[K9 Gambit.pdf](#)

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

November 20, 2023

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 K9 Gambit

Dear Mayor DeStefano and Members of the Council:

I am requesting permission to retire K9 Gambit from our department due to physical limitations restricting him from performing his duties to the best of his abilities.

Through the years K9 Gambit has built a special bond with Officer McDonald and his family, therefore Officer McDonald has requested that K9 Gambit continue to live with him and his family through the remainder of his life.

Upon approval from the Council, I have attached an agreement between the City of Middletown and Officer McDonald to be signed by Mayor DeStefano.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'John Ewanciw', is written over the typed name. The signature is stylized with a large, looping 'J' and a clear 'E'.

John Ewanciw
Chief of Police

JE:ccd

AGREEMENT

This Agreement is made the _____ day of November, 2023, by and between Police Officer Michael McDonald, a Middletown police officer and the current handler of Police K-9 “Gambit,” with a business address at 2 James Street, Middletown, New York, 10940, and the City of Middletown (“City”), a municipal corporation with its place of business at 16 James Street, Middletown, New York 10940.

WHEREAS Police Officer Michael McDonald has been the handler of a Police K-9 dog, known as “Gambit”, in the service of the Middletown Police Department, and

WHEREAS the City desires to retire “Gambit” and no longer utilize the dog for police or municipal purposes, and

WHEREAS Police Officer McDonald has expressed a desire to be the permanent owner and caretaker of “Gambit”.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration,

1. The above recitals are hereby incorporated as if restated herein at length.
2. The City hereby retires “Gambit” from police and municipal services, and gives “Gambit” to Police Officer Michael McDonald as the animal’s permanent owner and caretaker.

3. All costs associated with the care of "Gambit" shall as of the date of this Agreement be the responsibility of Police Officer Michael McDonald.

4. Police Officer Michael McDonald agrees to indemnify and hold harmless the City, its officers and employees, to the fullest extent allowed by law for any and all claims made against the City, its officers and employees in connection with the ownership, handling and care of "Gambit".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF MIDDLETOWN

By:

Joseph DeStefano, Mayor

Police Officer Michael McDonald

STATE OF NEW YORK)
)
COUNTY OF ORANGE)

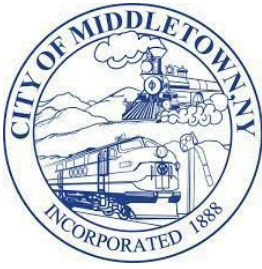
On the _____ day of November, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Mayor Joseph M. DeStefano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF ORANGE)

On the _____ day of November, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Police Officer Michael McDonald, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

Notary Public



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 237-23

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

Resolution Authorizing \$19,200 in Budget Transfer from within the Paramount Theatres Budget

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$19,200, in the following manner to cover the installation of railings & barriers, etc., to the theatre attic catwalks as well as lighting fixtures, monitor for the theatre and Christmas Tree.

FROM	AMOUNT	TO
A.7010.448		A.7010.470
Promoters & Sponsors	\$8,000.00	Building Repairs
A.7010.448		A.7010.200
Promoters & Sponsors	\$6,200.00	Equipment
A.7010.440		A.7010.200
Repairs to Equipment	\$5,000.00	Equipment

ATTACHMENTS:

[Paramount BOE transfers request 2023.pdf](#)

OECD

**Paramount Theatre
17 South Street
Middletown, New York 10940**

November 28, 2023

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

RE: Paramount Theatre 2023

Dear Members:

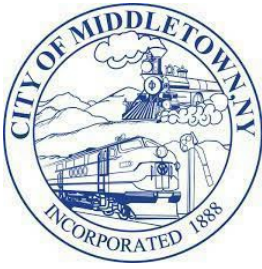
I am requesting the following transfers within the 2023 Paramount Budget.

From	Amount	To
A.7010.448 Promoters & Sponsors	\$8,000.00	A.7010.470 Building Repairs
A.7010.448 Promoters & Sponsors	\$6,200.00	A.7010.200 Equipment
A.7010.440 Repairs To Equipment	\$5,000.00	A.7010.200 Equipment

The above is to cover the installation of railings & barriers, etc., to the theatre attic catwalks.
Also, lighting fixtures, monitor for the theatre and Christmas Tree.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development
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: December 5, 2023

Index No: 238-23

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

Resolution Authorizing a \$7794.39 Budget Transfer from within the Recreation and Parks Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$7794.39, in the following manner to cover the unforeseen repairs on the 580M Backhoe Loader and the 2017 Garbage Truck. The Backhoe had blown radiator hose and hydraulic cooler failure. The Garbage Truck had a failed caliper and worn brake pads.

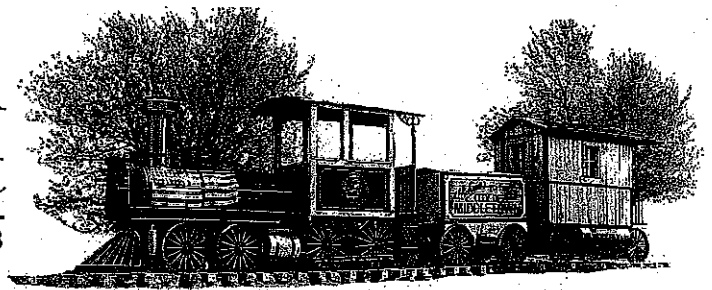
FROM	AMOUNT	TO
A.7180.100		A.7020.440
Pool – Personal Services	\$7,794.39	General Recreation – Repairs to Equipment

ATTACHMENTS:

[Repair Transfer.pdf](#)

Middletown Recreation and Parks Department

393 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)844-2918



Tuesday, November 28, 2023

RE: Transfer within 2023 Operating Budget

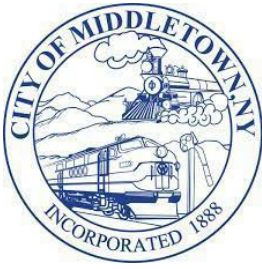
Dear Board of Estimates & Council Members:

The Recreation & Parks Department is requesting authorization for the Treasurer to transfer \$7,794.39 from account A.7180.100 Pools - Personal Services to account A.7020.440 General Recreation – Repairs to Equipment. This is to cover the unforeseen repairs on the 580M Backhoe Loader and the 2017 Garbage Truck. The Backhoe had blown radiator hose and hydraulic cooler failure. The Garbage Truck had a failed caliper and worn brake pads.

Sincerely,

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

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 239-23

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

Resolution Authorizing a \$109,479.02 Budget Transfer within the Department of Public Works Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$109479.02, in the following manner to cover the shortage of funds needed for repairs to the following trucks: Truck 16, 25, 22, 27, 23 Loader and sweeper.

FROM	AMOUNT	TO
A.8160.445	\$57,965.36	A.5110.440
Solid Waste		Street Repairs
A.8160.445	\$25,000.00	A.8160.440
Solid Waste		Sanitation Repairs
A.8160.445	\$26,513.66	A.8170.440
Solid Waste		Sweeper Repairs

ATTACHMENTS:

[Transfer of Funds11-22-23-street Sanitation Repairs.pdf](#)

DEPARTMENT OF PUBLIC WORKS

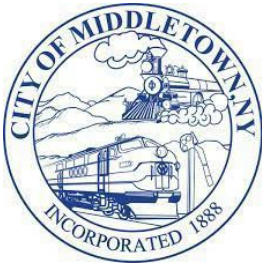
MEMORANDUM

Date: November 22, 2023
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

I respectfully request a transfer from 2023 Solid Waste in the amount of \$109,479.02 to 2023 Street and Sanitation repairs to equipment to cover the shortage of funds needed for repairs to the following trucks: Truck 16, 25, 22, 27, 23 Loader and sweeper.

	FROM	AMOUNT	TO
1.	A.8160.445 Solid Waste	\$57,965.36	A.5110.440 Street Repairs
2.	A.8160.445 Solid Waste	\$25,000.00	A.8160.440 Sanitation Repairs
3.	A.8160.445 Solid Waste	\$26,513.66	A.8170.440 Sweeper Repairs

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: December 5, 2023

Index No: 240-23

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

Resolution Authorizing a \$9943.01 Budget Transfer from within the Department of Public Works Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$9943.01, in the following manner to cover the shortage of funds needed to replace the traffic cabinet to the traffic light at Highland Ave.

FROM	AMOUNT	TO
A.8160.445		A.1620.476
Landfill	\$9,943.01	Traffic Systems

ATTACHMENTS:

[Transfer of Funds 11-27-23--traffic systems Traffic Cabinet.pdf](#)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

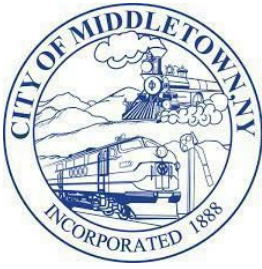
Date: November 27, 2023
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

I respectfully request a transfer from 2023 Landfill in the amount of \$9,943.01 to 2023 Traffic Systems to cover the shortage of funds needed to replace the traffic cabinet to the traffic light at Highland Ave.

	FROM	AMOUNT	TO
1.	A.8160.445 Landfill	\$9,943.01	A.1620.476 Traffic Systems

Thank you.

MC



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 241-23

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

Resolution Authorizing a \$29,600 Budget Transfer from within the Department of Public Works Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$29,600.00, in the following manner to cover the shortage of funds for Caustic Soda, Aluminum and Hypochlorite for the remainder of the year.

FROM	AMOUNT	TO
A.8160.445		F.8330.458
Landfill	\$29,600.00	Chemicals

ATTACHMENTS:

[Transfer of Funds 11-22-23-chemicals.pdf](#)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

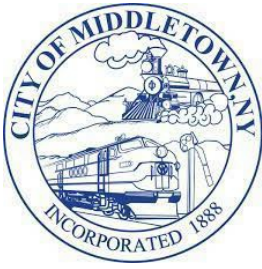
Date: November 22, 2023
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

I respectfully request a transfer from 2023 Landfill to 2023 WTP Chemicals, to cover the shortage of funds for Caustic Soda, Aluminum and Hypochlorite for the remainder of the year

	FROM	AMOUNT	TO
1.	A.8160.445 Landfill	\$29,600.00	F.8330.458 Chemicals

Thank you.

MC



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 242-23

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

Resolution Authorizing a \$12,000 Budget Transfer from within the Department of Public Works Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$12000, in the following manner to cover overtime costs at the Water Treatment Plant.

FROM	AMOUNT	TO
F.8320.100	\$12,000.00	F.8330.103
Pers. Svcs. – Pumping		Overtime - WTP

ATTACHMENTS:

[BOE MEMO WTP OT.pdf](#)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: November 29, 2023

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

Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk

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



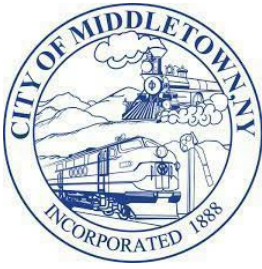
Re: Transfer of Funds- WTP Overtime Account

We are respectfully requesting a transfer of funds from the Personal Service line, F.8320.100, into the WTP Overtime account, F.8330.103, which has been recently overdrawn due to an increase in overtime at the Filter Plant.

FROM	AMOUNT	TO
F.8320.100 Pers. Svcs. – Pumping	\$12,000.00	F.8330.103 Overtime - WTP

Thank you.

JT/kg



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 243-23

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

**Resolution Authorizing a \$520 Budget Transfer from within the Department of Public Works
Budget**

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$520, in the following manner to cover a shortage in the footwear allowance line.

FROM	AMOUNT	TO
F.3010.409	\$520.00	F.3010.408
Public Safety Clothing Allowance		Public Safety- Footwear Allowance

ATTACHMENTS:

[Transfer of Funds 11-29-23-Footwear.pdf](#)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

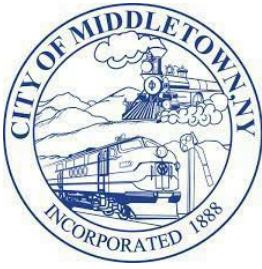
Date: November 29, 2023
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

I respectfully request a transfer from 2023 Clothing Allowance to 2023 Foot Allowance to cover shortage of funds.

	FROM	AMOUNT	TO
1.	F.3010.409 Clothing Allowance	\$520.00	F.3010.408 Footwear Allowance

Thank you.

MC



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 244-23

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

Resolution Authorizing a \$3,000 Budget Transfer for the 146 North Street Façade Project

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$3000, in the following manner for the 146 North Street Façade Project/DOJ related work, which had no funds allocated for this project.

FROM	AMOUNT	TO
A.8160.445 Landfill	\$3,000.00	A.1490.400 Contractual

ATTACHMENTS:

[Transfer Request 146 North Street.pdf](#)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: November 29, 2023
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds



I respectfully request a transfer from 2023 Landfill to 2023 Contractual for Professional Services, 146 North Street Façade Project/DOJ related work, which had no funds allocated for this project.

	FROM	AMOUNT	TO
1.	A.8160.445 Landfill	\$3,000.00	A.1490.400 Contractual

Thank you.

MC

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

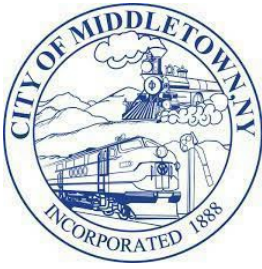
Date: November 29, 2023
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works JS
Re: Transfer of Funds

I respectfully request a transfer from 2023 Landfill to 2023 Equipment Rental to cover shortage of funds for DPW Toshiba printer as it appears that DPW main office has exceeded the number of copies allocated to us through Toshiba copiers contract

	FROM	AMOUNT	TO
1.	A.8160.445 Landfill	\$1,000.00	A.1490.479 Equipment Rental

Thank you.

MC



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 245-23

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

Resolution Authorizing a \$1,000 Budget Transfer from within the Department of Public Works Budget

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$1000, in the following manner to cover shortage of funds for DPW Toshiba printer as it appears that DPW main office has exceeded the number of copies allocated to us through Toshiba copier's contract.

FROM	AMOUNT	TO
A.8160.445	\$1,000.00	A.1490.479
Landfill		Equipment Rental

ATTACHMENTS:

[Transfer of Funds 11-27-23--Equipment Rental Toshiba.pdf](#)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

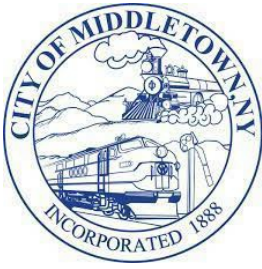
Date: November 29, 2023
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

I respectfully request a transfer from 2023 Landfill to 2023 Equipment Rental to cover shortage of funds for DPW Toshiba printer as it appears that DPW main office has exceeded the number of copies allocated to us through Toshiba copier's contract

	FROM	AMOUNT	TO
1.	A.8160.445 Landfill	\$1,000.00	A.1490.479 Equipment Rental

Thank you.

MC



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 246-23

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

Resolution Authorizing \$93,579.52 in Budget Transfers from within Various City Budget Lines

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$93,579.52, in the following manner to cover overdrafts and cover costs for the remainder of the 2023 budget.

FROM	AMOUNT	TO
A.1010.400 Clerks- Contractual Services	\$126.08	A.1010.103 Clerk-Overtime
A.1420.488 Corp Council -Grievance	\$8,000	A.1420.489 Corp Council -Litigation Expense
A.1420.210 Corp Council – Office Equipment	\$500	A.1420.480 Corp Council – Office Expense
A.1420.433 Corp Council- Personal Training	\$300	A.1420.479 Corp Council – Equipment Rental

A.1355.480 Assessor Office Expense	\$70	A.1355.408 Assessor – Foot ware Allowance
A.1440.400 Engineering Contractual Services	\$2,752.50	A.1490.413 Labor Negotiations
A.7020.100 General Recreation _Personal Services	\$2,290	A.7020.408 General Recreation _Foot ware
A.7020.100 Gen Recreation _ Personal Services	\$1,000	A.7110.104 Gen Recreation _ CSEA Longevity Pay
A.9000.850 Unemployment Insurance	\$7,164.88	A.8888.900 Audit & Accounting Gen Expense
G.9000.860 State Health Insurance	\$16,000	G.9000.861 Health Insurance Retirees
G.9000.860 State Health Insurance	\$48,000	G.8110.100 Sewer Admin Personal Services
G.9000.830 Social Security	\$3,621.41	G.8888.900 Auditing and Accounting – Gen Expense
F.9000.830 Social Security	\$3,754.65	F.8888.900 Auditing and Accounting – Gen Expense

ATTACHMENTS:

[BOE Request to over drafts \(002\).pdf](#)



DEPARTMENT OF FINANCE

City Of Middletown

Leonora Liz
Treasurer

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

To: Board of Estimate

I am requesting the authorization for the following transfer to cover over drafts and cover cost for the remainder of the 2023 budget.

FROM	AMOUNT	TO
A.1010.400	\$126.08	A.1010.103
Clerks- Contractual Services		Clerk-Overtime
A.1420.488	\$8,000	A.1420.489
Corp Council -Grievance		Corp Council -Litigation Expense
A.1420.210	\$500	A.1420.480
Corp Council – Office Equipment		Corp Council – Office Expense
A.1420.433	\$300	A.1420.479
Corp Council- Personal Training		Corp Council – Equipment Rental
A.1355.480	\$70	A.1355.408
Assessor Office Expense		Assessor – Footware Allowance
A.1440.400	\$2,752.50	A.1490.413
Engineering Contractual Services		Labor Negotiations
A.7020.100	\$2,290	A.7020.408
General Recreation _Personal Services		General Recreation_Footware Allowance
A.7020.100	\$1,000	A.7110.104
General Recreation_ Personal Services		General Recreation_ CSEA Longevity Pay
A.9000.850	\$7,164.88	A.8888.900
Unemployment Insurance		Audit & Accounting General Expense
G.9000.860	\$16,000	G.9000.861
State Health Insurance		Health Insurance Retirees

G.9000.860	\$48,000
State Health Insurance	
G.9000.830	\$3,621.41
Social Security	

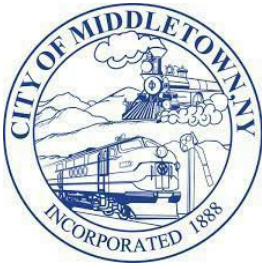
F.9000.830	\$3,754.65
Social Security	

G.8110.100	
Sewer Admin Personal Services	
G.8888.900	
Auditing and Accounting – General Expense	

F.8888.900	
Auditing and Accounting – General Expense	

Sincerely,

Leonora Liz



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

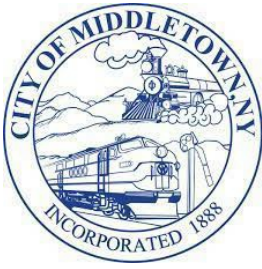
Index No: 247-23

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

Resolution Appointing Kylee Kresge as a Volunteer Fire Fighter with Excelsior Hook & Ladder Co. #1

Resolved, the Common Council of the City of Middletown approves the following Firefighters, for membership for the Volunteer Fire Department:

Kylee Kresge – Excelsior Hook & Ladder Co. #1



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 248-23

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

Resolution Awarding Bids for Demolition of Properties at 27 ½ Smith Street, 99 East Avenue and 404 North Street

WHEREAS Bids were received for on November 16, 2023 for asbestos abatement and/or demolition at 27 ½ Smith Street, 99 East Avenue and 404 North Street; and

WHEREAS said bids were examined the and checked on the contractors references;

NOW THEREFORE BE IT RESOLVED that the following Bids for the Demoation of Properties be awarded as follows:

1. 27 ½ Smith Street to be awarded to Gentile Construction of Yonkers, NY in the amount of \$48,600 for complete demolition of the structure as asbestos containing material.
2. 99 East Avenue to be awarded to Zuke's Excavation of Binghamton, NY in the amount of \$39,800 for complete demolition of the structure as asbestos containing material.
3. 404 North Street to be awarded to Zuke's Excavating of Binghamton, NY in the amount of \$40,000 for complete demolition of the structure as asbestos containing material. Please note that two bids were received in the same amount of \$40,000 for demolition of the structure as asbestos containing material.*

*Both low bidders were contacted and as of the time of typing this memo, Apex Development has not responded to our calls. Our recommendation is to award to Zuke's Excavation in the amount of \$40,000 for complete demolition of the structure as asbestos containing material.

These are properly budgeted items.

ATTACHMENTS:

[COUNCIL MEMO-AWARD DEMO BIDS.pdf](#)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 4, 2023
To: Honorable Mayor DeStefano, Council President Rodrigues
and Members of the Common Council
Cc: City Clerk Richard McCormack and City Treasurer Leonora Liz
From: Jacob Tawil, Commissioner of Public Works *J.T.*
Re: Award Bids for Demolition of Properties: 27 ½ Smith Street, 99 East Avenue and
404 North Street

We are respectfully requesting a council resolution to award the above referenced bids to the following contractors. Bids were received for referenced properties on November 16, 2023 for asbestos abatement and/or demolition. The bid result tabulations are attached.

We examined the submitted bids and checked on the contractors references and make the following recommendations:

1. 27 ½ Smith Street to be awarded to Gentile Construction of Yonkers, NY in the amount of \$48,600 for complete demolition of the structure as asbestos containing material.
2. 99 East Avenue to be awarded to Zuke's Excavation of Binghamton, NY in the amount of \$39,800 for complete demolition of the structure as asbestos containing material.
3. 404 North Street to be awarded to Zuke's Excavating of Binghamton, NY in the amount of \$40,000 for complete demolition of the structure as asbestos containing material. Please note that two bids were received in the same amount of \$40,000 for demolition of the structure as asbestos containing material. Both low bidders were contacted and as of the time of typing this memo, Apex Development has not responded to our calls. Our recommendation is to award to Zuke's Excavation in the amount of \$40,000 for complete demolition of the structure as asbestos containing material.

These are properly budgeted items.

Thank you.

BID TABULATION FOR DEMOLITION OF 27 1/2 SMITH STREET

BID OPENING: 11/16/2023 @ 4:00pm

BIDDER NAME	ITEM #1	COST #1	ITEM #2	COST #2	ITEM #3	COST #3
Zuke's Excavating LLC. ATTN: Jaime Rezucha 65 Sanitaria Springs Rd. Binghamton, NY 13904	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$63,200	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$29,500.00	LUMP SUM BID for demolition ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY. Asbestos Abatement done by others.	\$38,500.00
Dan's Hauling & Demo, Inc. PO BOX 409 Wynantskill, NY 12198	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$51,600.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$26,180.00	LUMP SUM BID for demolition ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY. Asbestos Abatement done by others.	\$25,420.00
Apex Development Inc. 358 Broadway Newark, NJ 07104	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$50,000.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$15,000.00	LUMP SUM BID for demolition ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY. Asbestos Abatement done by others.	\$50,000.00
Gentile Construction Corp. 451 Old Nepperhan Ave. Yonkers NY 10703	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$48,600.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY	NO BID	LUMP SUM BID for demolition ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY. Asbestos Abatement done by others.	\$48,600.00
JR Contracting 1141 Rte. 23 Wayne NJ 07470	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$83,000.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$35,000.00	LUMP SUM BID for demolition ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY. Asbestos Abatement done by others.	\$48,000.00
ADP Grouping ATTN: Petar 27 East 33rd Street Paterson, NJ 07514	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$67,100.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$38,600.00	LUMP SUM BID for demolition ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY. Asbestos Abatement done by others.	\$28,500.00
TAM Enterprises ATTN: Brittney Cioffi 114 Hartley Rd. Goshen NY 10924	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$84,195.89	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY	\$59,724.08	LUMP SUM BID for demolition ONLY of the building and structure on 27 1/2 Smith Street, Middletown, NY. Asbestos Abatement done by others.	\$54,470.01

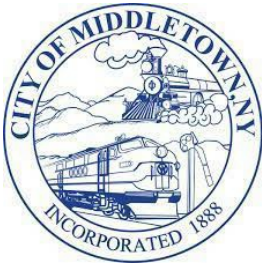
BID TABULATION FOR DEMOLITION OF 99 EAST AVENUE**BID OPENING: 11/16/2023 @ 4:00pm**

BIDDER NAME	ITEM #1	COST #1
Zuke's Excavating LLC. ATTN: Jaime Rezucha 65 Sanitaria Springs Rd. Binghamton, NY 13904	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 99 East Avenue, Middletown, NY	\$39,800.00
Dan's Hauling & Demo, Inc. PO BOX 409 Wynantskill, NY 12198	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 99 East Avenue, Middletown, NY	\$55,500.00
Apex Development Inc. 358 Broadway Newark, NJ 07104	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 99 East Avenue, Middletown, NY	\$85,000.00
Gentile Construction Corp. 451 Old Nepperhan Ave. Yonkers NY 10703	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 99 East Avenue, Middletown, NY	\$48,600.00
JR Contracting 1141 Rte. 23 Wayne NJ 07470	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 99 East Avenue, Middletown, NY	\$115,000.00
ADP Grouping ATTN: Petar 27 East 33rd Street Paterson, NJ 07514	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 99 East Avenue, Middletown, NY	\$71,700.00
TAM Enterprises ATTN: Brittney Cioffi 114 Hartley Rd. Goshen NY 10924	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 99 East Avenue, Middletown, NY	\$101,179.21

BID TABULATION FOR DEMOLITION OF 404 NORTH STREET

BID OPENING: 11/16/2023 @ 4:00pm

BIDDER NAME	ITEM #1	COST #1	ITEM #2	COST #2	ITEM #3	COST #3
Zuke's Excavating LLC. ATTN: Jaime Rezucha 65 Sanitaria Springs Rd. Binghamton, NY 13904	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 404 North Street, Middletown, NY	\$40,000.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 404 North Street, Middletown, NY	\$3,500.00	LUMP SUM BID for demolition ONLY of the building and structure on 404 North Street, Middletown, NY. Asbestos Abatement done by others.	\$38,800.00
Dan's Hauling & Demo, Inc. PO BOX 409 Wynantskill, NY 12198	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 404 North Street, Middletown, NY	\$56,300.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 404 North Street, Middletown, NY	\$3,000.00	LUMP SUM BID for demolition ONLY of the building and structure on 404 North Street, Middletown, NY. Asbestos Abatement done by others.	\$53,300.00
Apex Development Inc. 358 Broadway Newark, NJ 07104	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 404 North Street, Middletown, NY	\$40,000.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 404 North Street, Middletown, NY	\$13,000.00	LUMP SUM BID for demolition ONLY of the building and structure on 404 North Street, Middletown, NY. Asbestos Abatement done by others.	\$40,000.00
Cirone Construction	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 404 North Street, Middletown, NY	\$58,339.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 404 North Street, Middletown, NY	NO BID	LUMP SUM BID for demolition ONLY of the building and structure on 404 North Street, Middletown, NY. Asbestos Abatement done by others.	\$56,174.00
Gentile Construction Corp. 451 Old Nepperhan Ave. Yonkers NY 10703	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 404 North Street, Middletown, NY	\$68,000.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 404 North Street, Middletown, NY	NO BID	LUMP SUM BID for demolition ONLY of the building and structure on 404 North Street, Middletown, NY. Asbestos Abatement done by others.	NO BID
JR Contracting 1141 Rte. 23 Wayne NJ 07470	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 404 North Street, Middletown, NY	\$163,000.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 404 North Street, Middletown, NY	\$6,000.00	LUMP SUM BID for demolition ONLY of the building and structure on 404 North Street, Middletown, NY. Asbestos Abatement done by others.	\$157,000.00
ADP Grouping ATTN: Petar East 33rd Street Paterson, NJ 07514	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 404 North Street, Middletown, NY	\$54,800.00	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 404 North Street, Middletown, NY	\$13,400.00	LUMP SUM BID for demolition ONLY of the building and structure on 404 North Street, Middletown, NY. Asbestos Abatement done by others.	\$41,400.00
TAM Enterprises ATTN: Brittney Cioffi 114 Hartley Rd. Goshen NY 10924	LUMP SUM BID for demolition AND Asbestos Abatement of the building and structure on 404 North Street, Middletown, NY	\$115,659.33	LUMP SUM BID for Asbestos Abatement ONLY of the building and structure on 404 North Street, Middletown, NY	\$43,952.73	LUMP SUM BID for demolition ONLY of the building and structure on 404 North Street, Middletown, NY. Asbestos Abatement done by others.	\$93,588.25



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No: 249-23

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

**Resolution Authorizing Quest Environment for Air Monitoring During Demolition Work at 27 ½
Smith Street, 99 East Avenue and 404 North Street**

BE IT RESOLVED that the City of Middletown Common Council authorizes Quest Environmental for their professional services, as the sole provider, for Air Monitoring which is required during the controlled demolition of houses with asbestos containing material at 27 ½ Smith Street, 99 East Avenue and 404 North Street. The cost is estimated to be \$10,000. Actual cost will vary depending on the actual time of construction and monitoring needed.

This is a properly budgeted item.

ATTACHMENTS:

[MEMO- JACOB TO COUNCIL QUEST AIR MONITORING.pdf](#)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

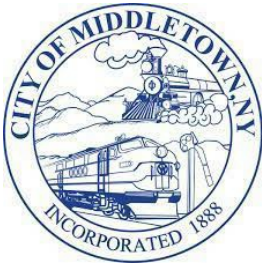
Date: December 4, 2023
To: Honorable Mayor DeStefano, Council President Rodrigues
and Members of the Common Council
Cc: City Clerk Richard McCormack and City Treasurer Leonora Liz
From: Jacob Tawil, Commissioner of Public Works
Re: Quest Environmental for Air Monitoring Services

We are respectfully requesting a council resolution to approve Quest Environmental for their professional services, as the sole provider, for Air Monitoring which is required during the controlled demolition of houses with asbestos containing material at 27 ½ Smith Street, 99 East Avenue and 404 North Street.

The cost is estimated to be \$10,000. Actual cost will vary depending on the actual time of construction and monitoring needed.

This is a properly budgeted item.

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: December 5, 2023

Index No: 250-23

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

Resolution Authorizing an Agreement with Empress Ambulance

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Empress Ambulance Services for ambulance services for the period beginning January 1, 2024, through December 31, 2024, at a rate of \$57,321.72/month.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer 687,861, in the following manner to cover the cost of the agreement.

FROM	AMOUNT	TO

A.4785 ARPA	687,861	A.4540.400 Ambulance Contractual Service
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ATTACHMENTS:

[City of Middletown Ambulance Agreement 2024.pdf](#)

[Empress - City of Middletown - WC.pdf](#)

[Empress - City of Middletown.pdf](#)

AMBULANCE SERVICE AGREEMENT

AGREEMENT made as of the ____ day of November, 2023 by and between the City of Middletown (the “CITY”), with its offices located at 16 James Street, Middletown, New York 10940 (the “City’s Notice Address”), and Empress Ambulance Service with its principal place of business located at 722 Nepperhan Ave, Yonkers, New York 10703, hereinafter referred to as “CONTRACTOR.”

WITNESSETH:

WHEREAS, the CONTRACTOR is fully authorized to do business in the State of New York and duly authorized and licensed by the State of New York to provide ambulance services in Orange County; and

WHEREAS, the CITY desires to contract for the provision of ambulance services; and

WHEREAS, the CITY desires to engage the CONTRACTOR for such ambulance services, and the CONTRACTOR desires to be so engaged by the CITY; and

WHEREAS, the CITY and the CONTRACTOR desire to define the terms of the CONTRACTOR’S engagement by the CITY.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein set forth, and the payments to be made as hereinafter specified, the parties do covenant and agree as follow:

1. **Recitations Incorporated.** The recitations above set forth are incorporated in this Agreement as if fully set forth and adopted herein.
2. **Definitions.** In this Agreement, the following terms shall have the meanings set forth below:
 - a. “Advanced Emergency Medical Technician” means an emergency medical technician who has satisfactorily completed an advanced course of training approved by the State Council under regulations pursuant to section 3002 of the Public Health Law and is currently certified by New York State to provide Advanced Life Support Care.
 - b. “Advanced Life Support Care” (ALS) means definitive acute medical care provided, under medical control, by advanced emergency medical technicians with advanced life support systems.
 - c. “Advanced Life Support System” means an organized acute medical care system to provide advanced life support care on site or in route to, from or between general hospitals or other health care facilities.
 - d. “Advanced Life Support Mobile Unit” means an ambulance or

advanced life support first response vehicle to provide advanced life support services.

- e. “Ambulance Service” means the provision of emergency medical care and the transportation of sick or injured persons to, from, or between general hospitals or other health care facilities. “Ambulance Service” includes the provision of Advanced Life Support Care (“ALS”) and Basic Life Support Care (“BLS”) as such terms are defined herein.
- f. “Ambulance Service Certificate” means a valid certificate issued by New York State Department of Health authorizing an ambulance service to operate within a given geographical area. Certificates must be renewed every two (2) years per NYS PHL Article 30 Section 3005.
- g. “Agreement” means this Agreement by and among the parties hereto as amended, modified or supplemented from time to time.
- h. “Basic Life Support Care” (BLS) means the provision of such medical care as control of bleeding, splinting, fractures, treatment of shock, delivery of babies, and cardio-pulmonary resuscitation (CPR).
- i. “Contract Term” means the period beginning with the Effective Date on January 1, 2024 through December 31, 2024 unless terminated as described below.
- j. “Effective Date” means 12:00am., Monday, January 1, 2024.
- k. Medical Control means Physician-level support of established treatment guidelines (protocols) within an advanced life support system. Medical control is provided via two-way communication with the physician at the receiving or medical control hospital. Medical Control protocols are established and governed via Regional Medical Advisory Committees as per NYS PHL Article 30 section 3004-A.

3. Scope of Services.

The CONTRACTOR shall provide general ambulance services (including “ALS” and “BLS”) as defined in §3001 of the Public Health Law for the purpose of transporting all sick or injured persons found within the boundaries of the City of Middletown. The CONTRACTOR shall transport such persons to any such hospital specified by the person, or in the absence of instruction or specification, to the nearest available and suitable hospital.

4. **Ambulance Service Certificate.** The CONTRACTOR further agrees to keep in force its Ambulance Service Certificate and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code. The CONTRACTOR shall be capable of furnishing Advanced Life Support Service and the CONTRACTOR will provide sufficiently trained and experienced personnel to maintain, operate and administer the ambulance and emergency health services required under this agreement.

5. **Dispatch Through 9-1-1.** The CONTRACTOR shall respond to calls for emergency medical services only when dispatched by the 9-1-1 Operations Center or the City of Middletown Fire or Police and shall transport sick or injured persons found within the boundaries of the City needing emergency care to a hospital of their choosing, and medically appropriate by protocol, unless requested by “medical control” to deliver him or her to another hospital.

6. **Equipment, Facilities and Personnel.** The CONTRACTOR shall provide, maintain and store, at its own cost and expense, State certified Advanced Life Support Mobile Units and ambulances, crew and equipment necessary and incidental to provide comprehensive ambulance and emergency health service within the City. The CONTRACTOR shall, at a minimum, provide one (1) ALS ambulance and crew, twenty-four (24) hours per day, seven (7) days per week, and one (1) BLS ambulance and crew, twenty-four (24) hours per day, seven (7) days per week. The ambulances and crew shall be located in the City.

7. **Standby Coverage.** The CONTRACTOR will provide “standby coverage” at all serious fire emergencies that may occur within the City, or to which they are called to by the 911 Operations Center. Any additional standby coverage that the CONTRACTOR has to dedicate additional resources to cover the event will be billed an hourly rate as follows:

ALS Unit - \$250.00/HR

BLS Unit - \$150.00/HR

8. **Mutual Aid.** The Empress unit will respond, as available, to all mutual aid calls received from Orange County 9-1-1 pursuant to the Orange County Mutual Aid Agreement.

9. **Training and Education.** The CONTRACTOR agrees to provide training and continuing education to its employees including such certification and re-certification as may be required by law. In addition, the CONTRACTOR shall participate in necessary drills at times to be mutually agreed upon, as well as, provide community training, educational programs and seminars to educate the community in emergency health practices.

10. **Contract Amount.** The CITY shall pay to the CONTRACTOR for the above services a monthly payment as outlined in schedule “A” attached. The CONTRACTOR will submit vouchers for such payment on a monthly basis.

11. **Anti-Kick Back Statute.** Both parties represent to the best of their knowledge that this Contract complies with 42 USC 1320a-7b(B) commonly known as the “Anti-Kick Back Statute”. Both parties agree to periodically review the Contract, at least on an annual basis, for the purposes of determining that this Contract is in compliance with the Anti-Kick Back Statute. Both parties agree to exchange such information as will be necessary to determine compliance therewith.

12. **Relationship of the Parties.** The CONTRACTOR’S relationship to the CITY shall be that of an independent CONTRACTOR. Nothing in this Agreement shall be construed to create a principal-agent, employer-employee or master-servant relationship. The CONTRACTOR, at all times, shall be solely responsible for all salaries and other employee remuneration as well as the payment of all applicable federal, state or local withholding or similar taxes and provision or workers' compensation and disability insurance for any person employed by it. The CONTRACTOR will comply with General Municipal Law §105 (Workman’s Compensation).

13. **Term.**

A. This Agreement shall continue in effect from the date of this Agreement through December 31, 2024 unless otherwise terminated subject to the right of either party to terminate this Agreement as hereinafter provided.

B. Notwithstanding anything to the contrary contained in this Agreement, the CITY shall have the right, at its option, to terminate this Agreement at any time, without cause, upon giving the CONTRACTOR sixty (60) days’ notice in writing. The CITY shall have the right, on ten (10) days written notice to CONTRACTOR, to terminate this Agreement for cause. Cause shall be deemed repeated failure to comply with the terms and conditions of this Agreement or if the CONTRACTOR fails to comply with applicable laws, statutes or ordinances or is otherwise guilty of a substantial violation of any provision of this Agreement. The CONTRACTOR shall have the right, at its option, to terminate this Agreement at any time, without cause, upon giving the CITY sixty (60) days’ notice in writing.

14. **Insurance.**

A. At all times during the Term, the CONTRACTOR, at its own cost and expense, shall keep in full force and effect, (i) a comprehensive general liability insurance policy or policies with combined single limit coverage of not less than One Million (\$1,000,000.00) Dollars, (ii) a professional liability insurance policy or policies of standard form in the State of New York, covering itself and each professional it employs or contracts with for the provision of professional services, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence.

- B. Automobile insurance. Symbol “1”, covering all automobiles including hired and non-owned vehicles is required with a combined single Liability limit of \$1,000,000.00 for each accident for bodily injury and property damage.
- C. Excess Umbrella or Excess Liability coverage with a limit of \$5,000,000.00 per occurrence or aggregate. Umbrella or Excess Liability coverage must be provided (at a minimum) on a following form basis over the primary Auto Liability, CGL (including Professional Liability) and Employers Liability. These liability limits can be accompanied by a combination of primary and excess policies, if needed.
- D. Workers’ Compensation and Employer’s Liability coverage covering all employees in amounts as required by New York State law. Waiver of Subrogation shall be included.
- E. Said policy or policies shall be primary and non-contributory to any policies of insurance available to the CITY. Notwithstanding and terms, conditions or provisions, in any other writing between the parties, the CONTRACTOR hereby agrees to effectuate the naming of the CITY as an unrestricted additional insured on the CONTRACTOR’S insurance policies, with the exception of Workers’ Compensation. The policy or policies naming the CITY as an additional insured shall state that the CONTRACTOR’S coverage shall be primary coverage for the CITY. The CONTRACTOR shall self-insure any applicable deductibles, and the CONTRACTOR shall also agree to indemnify the CITY for any applicable deductibles or self-insured retentions.
- F. All insurance coverage required herein shall be endorsed that the Insurer providing such coverage shall provide the CITY thirty (30) days written notice of non-renewal or ten (10) days notice of cancellation for non-payment. In the event the Insurer is unable to provide such endorsement, the CONTRACTOR agrees that it is its responsibility to provide such notice to the CITY as soon as practically possible but in no event more than seven (7) days from when they receive notice of the non-renewal or cancellation. In the event any of the required policies or coverages are cancelled, notification pursuant to policy terms and conditions shall be sent to the CITY.
- G. CONTRACTOR shall furnish the CITY with satisfactory proof of all insurance coverages required pursuant to this paragraph on or before the effective date of this Agreement. The certificate of insurance shall be signed by an employee or the insurer(s) providing coverage, or an agent, with the authority to bind the insurer(s) stating that no less than the minimum limits stated in the contract will be met.

15. **Non-exclusivity.** The CONTRACTOR may provide Ambulance Services to other persons or entities.

16. **Non-Assignability.** In accordance with the provisions of §109 of the General Municipal Law, the CONTRACTOR is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this Agreement, or its power to execute this Agreement to any other person or corporation without the previous consent in writing of the CITY.

17. **Compliance with Omnibus Reconciliation Act of 1980.** It is hereby understood that if the CONTRACTOR is determined to be a "subcontractor" under the provision of subparagraph (i) of S1861(V)(1) of the Social Security Act as amended by Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted pursuant thereto, the CONTRACTOR will, until the expiration of four (4) years after furnishing of services under any previous agreement between the CITY and the CONTRACTOR and under this Agreement and any amendment thereto, make available upon the request of the Secretary of Health and Human Services or the Comptroller General or its representatives, any such agreement and any amendment thereto.

18. **Third Party Reimbursement/Rate Review.** This Agreement shall be construed so as to be in accordance with federal and state statutes and Medicare, Medicaid and intermediary carrier rules, regulations, principles and interpretations.

19. **Indemnification.** The CONTRACTOR will defend, indemnify and hold harmless the CITY from and against all claims, costs, expenses, legal costs or their charges arising out of or related to the acts of the CONTRACTOR, its agents, servants or employees and/or arising out of or related to the services to be provided by the CONTRACTOR under this Agreement, and, the CONTRACTOR shall defend the CITY at the expense of the CONTRACTOR, against any such claim, demand, assertion of liability or other cause occasioned thereby. This provision shall survive the termination of this Agreement.

20. **Provisions Deemed Inserted.** Each and every provision required by law to be inserted into this Agreement, specifically including 42 USC 1320a-7b(B) (the Anti-Kick Back Statute), General Municipal Law §§ 106-b, 108 and 109, Labor Law §§220-e, 222-a and 220(2) as well as Executive Law §§291-299 and Civil Rights Law, shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

21. **Invalidity.** If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement. In the case of such invalidity which substantially impairs the benefits of the Agreement, the parties will endeavor in good faith to modify this agreement so as to preserve the benefits of this Agreement in a manner which complies with applicable laws.

22. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein, and merges and supersedes all prior agreements and understandings of every kind and nature among them.

24. **Amendment of Agreement.** This Agreement shall not be changed, modified or amended except by writing signed by the Parties.

25. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective legal representatives, trustees, receivers and successors.

26. **Notices.** Any notices required to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been given at the time when personally delivered, or mailed first class, addressed to the Parties as follows or such other address as such Party may have fixed by notice, provided, however, that any change of address shall be effective only upon receipt:

To the CITY:
City of Middletown
16 James Street
Middletown, New York 10940
Attention: Mayor

To the CONTRACTOR:
Empress Ambulance Service
722 Nepperhan Avenue
Yonkers, New York 10703
Attention: Michael Minerva, President

27. **Headings.** The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

IN WITNESS WHEREOF, this Agreement was signed this _____ day of November, 2023.

City of Middletown

Empress Ambulance Service

BY: _____

BY: _____

Date: _____

Date: _____

Schedule “A”

Agreement Amount

2024 Monthly Rate: \$57,321.72

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 132646815
EPIC INSURANCE BROKERS
& CONSULTANTS
1 BLUE HILL PLAZA PO BOX 1689
PEARL RIVER NY 10965



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER EMPRESS AMBULANCE SERVICE, LLC 722 NEPPERHAN AVENUE YONKERS NY 10703		CERTIFICATE HOLDER CITY OF MIDDLETOWN 16 JAMES STREET MIDDLETOWN NY 10940	
POLICY NUMBER W2180 106-3	CERTIFICATE NUMBER 876480	POLICY PERIOD 12/31/2022 TO 12/31/2023	DATE 11/13/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2180 106-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

MICHAEL MINERVA
DANIEL MINERVA
MATTHEW MINERVA
INCLUDED LLC MEMBERS

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 884566654



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center P.O. Box 1689 Pearl River NY 10965	CONTACT NAME: Jennifer Gardner PHONE (A/C, No, Ext): 2016612444 FAX (A/C, No): 201-661-2444 E-MAIL ADDRESS: jennifer.gardner@epicbrokers.com														
INSURED Empress Ambulance Service, LLC Emergacare NY, LLC 722 Nepperhan Ave Yonkers NY 10703	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Lexington</td><td>19437</td></tr><tr><td>INSURER B : Certain Underwriters at Lloyd's London</td><td></td></tr><tr><td>INSURER C : Coverys Specialty Insurance Company</td><td>15686</td></tr><tr><td>INSURER D : Arch Insurance Co.</td><td>11150</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington	19437	INSURER B : Certain Underwriters at Lloyd's London		INSURER C : Coverys Specialty Insurance Company	15686	INSURER D : Arch Insurance Co.	11150	INSURER E :		INSURER F :	
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INSURER D : Arch Insurance Co.	11150														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 353061019**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	6798524	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ n/a PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	11CAB1020504	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	6798525 005TX000026610	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Umbrella Limits \$ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Professional Liability Cyber Liability			6798524 W223C8220601	7/1/2023 3/29/2023	7/1/2024 3/29/2024	OCC / AGG \$1M / \$3M OCC / AGG \$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Claims Made coverage applicable to Professional Liability and Umbrella Policies.

Named Insureds:

- Paramedics Logistics Operating Company, LLC
 - Paramedics Logistics South Dakota, LLC
 - Paramedics Logistics Florida, LLC
 - Paramedics Logistics Texas, LLC
 - The EMS Training School, LLC
 - MedFleet LLC
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Middletown
16 James Street
Middletown NY 10940
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Edgewood Partners Ins. Center		NAMED INSURED Empress Ambulance Service, LLC Emergacare NY, LLC 722 Nepperhan Ave Yonkers NY 10703	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Empress Ambulance Service LLC
- Emergacare NY LLC

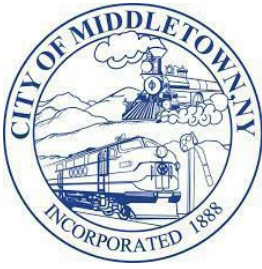
Professional Liability/General Liability/Umbrella Liability

- Additional Insured as required by written contract
- Waiver of Subrogation as required by written contract
- Primary & Non-Contributory GL as required by written contract
- Notice of Cancellation (specified days) as required by written contract

Automobile Liability

- Additional Insured as required by written contract
- Waiver of Subrogation as required by written contract
- Primary and Non-Contributory as required by written contract
- Notice of Cancellation (specified days) as required by written contract

Certificate Holder is considered Additional Insured on a primary and non-contributory basis where required by written contract as per policy terms and conditions.
30 day Notice of Cancellation applies.



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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption: December 5, 2023

Index No:

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

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

I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE

TREASURER BE AUTHORIZED TO ISSUE WARRANTS FOR THEIR PAYMENTS