

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
FEBRUARY 1, 2022**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES (NOTHING THIS EVENING)
4. CORRESPONDENCE, COMMUNICATIONS AND REPORTS (NOTHING THIS EVENING)
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 authorizing non-contributory health plans for non-union City of Middletown Officers and employees.
 - Resolution accepting a \$45,000 grant for the Middletown Police Department
 - Resolution authorizing the Treasurer to transfer \$128,563.78 from ARPA Funds into Special Items. COVID Costs
 - Resolution authorizing a Workers' Compensation settlement
 - Resolution to authorize the City Clerk's Office to issue hunting and fishing licensees
 - Resolution authorizing the Treasurer to transfer \$1331.12 in the Capital Improvement Budget for the East Main to Orchard Pathway project
 - Resolution authorizing the Treasurer to transfer \$4300 in the Capital Improvement Budget for the Green Infrastructure project
 - Resolution declaring two (2) DPW Vehicles as Surplus
 - Resolution authorizing the Treasurer to transfer \$5000 from ARPA funds into DPW Contractual Services
 - Resolution authorizing the Treasurer to transfer 25,000 from the General Fund for engineering work by CDM Smith.
 - Resolution creating a paralegal position to be shared between the Office of Corporation Counsel, Middletown Police Department and the Department of Public Works
 - Resolution establishing standard workdays for elected and appointed officials



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
FEBRUARY 1, 2022**

13. LOCAL LAWS
 - LOCAL LAW #1 OF 2022
A LOCAL LAW CHANGING THE NOTIFICATION
REQUIREMENTS FOR SPECIAL MEETINGS OF THE COMMON COUNCIL
 - LOCAL LAW #2 OF 2022
A LOCAL LAW ALLOWING DELINQUENT WATER AND SEWER
CHARGES TO BE RELEVIED INTO REAL PROPERTY TAX BILLS
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, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 02.01.22

Index No: 31-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, the Mayor is recommending that all full-time nonunion City of Middletown officers and employees be afforded noncontributory health plans.

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

Section 1. Chapter 90, Officers and Employees, of the Code of the City of Middletown is hereby amended by replacing Section 90-31, to read as follows:

Section 90-31. Health Plan.

A. The City agrees to provide the noncontributory-type statewide health program and agrees to pay the full cost for the employee and his/her dependents under the basic plan to all non-union City officers and employees. Those officers and employees selecting optional coverage available (GHI or HIP) shall pay the additional premium for such option. Those officers and employees who elect not to receive health insurance coverage shall be provided a cash payment in an amount determined in accordance with the provisions of the CSEA collective bargaining agreement, but in no event shall such payment exceed the City's cost of providing health insurance coverage.

B. Dental plan. The City agrees to contribute \$150 annually for each non-union officer and employee for a dental plan. Those employees selecting optional coverage that may be available shall pay the additional premium.

Section 2. Effective Date.

This Resolution and Ordinance shall take effect on January 1, 2022.

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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 02.01.22

Index No: 32-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a grant in the amount of \$45,000 for the period of September 1, 2021 through March 31, 2022.

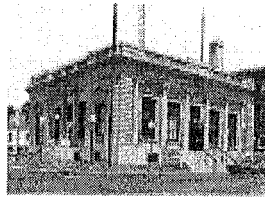
BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to disburse the funds in the following manner:

Add \$20,000 to our established Orange County Youth Bureau Program budget line A.3120.525

Add the remaining \$25,000 to a second Orange County Youth Bureau line in order to provide the county with appropriate reporting for reimbursement purposes.

The purpose of this grant is to serve the youth of our community ages 14-20.

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

JAN 18 2022

**City Clerk
City of Middletown**

January 18, 2022

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

Dear Mayor DeStefano and members of the BOE,

The City of Middletown Police Department has been approved for a grant in the amount of \$45,000 for the period of September 1, 2021 through March 31, 2022.

I am requesting that the City of Middletown authorize acceptance of this grant and request to add \$20,000 to our established Orange County Youth Bureau Program budget line A.3120.525, and add the remaining \$25,000 to a second Orange County Youth Bureau line in order to provide the county with appropriate reporting for reimbursement purposes.

The purpose of this grant is to serve the youth of our community ages 14-20.

If you have any questions, please contact me.

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 02.01.22

Index No: 33-22

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

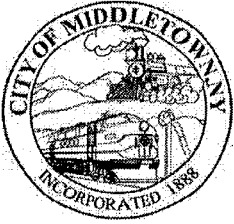
RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the treasurer to transfer \$128,563.78 from ARPA Funds in the following manner:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A.4785	\$125,326.89	A.1900.907
ARPA		Special Items. COVID Costs

For COVID related expenses from 2020 through present not reimbursable by FEMA

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A.4785	\$3,236.89	A.1900.907
ARPA		Special Items. COVID Costs

For Donald Paris hours spent on ARPA related financial reporting from September of 2021 to January of 2022.



Kelly A. Kelly
Treasurer

DEPARTMENT OF FINANCE City Of Middletown

RECEIVED

JAN 24 2022
City Clerk
City of Middletown

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

Date: January 24, 2022

To: The Board of Estimates

From: Kelly Ann Kelly, Treasurer

I am requesting approval for the following funds to be used out of the ARPA monies:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A.4785	\$125,326.89	A.1900.907
ARPA		Special Items. COVID Costs

For COVID related expenses from 2020 – present not reimbursable by FEMA

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A.4785	\$3,236.89	A.1900.907
ARPA		Special Items. COVID Costs

For Donald Paris hours spent on ARPA related financial reporting from September of 2021 to January of 2022.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.01.22

Index No: 34-22

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts and authorizes the Mayor sign all related paperwork for a Worker's Compensation settlement for Michael Garetto in the amount of \$45,000 which represents a savings of \$74,000 over the life of the claim.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.01.22

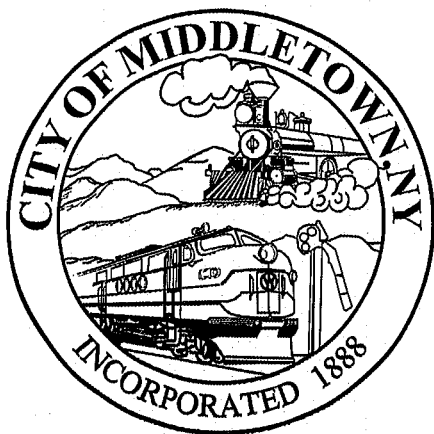
Index No: 35-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Office of the City Clerk to execute the New York State Department of Environmental Conservation's License Issuing Agent Agreement.

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment appointing Richard P. McCormack, City Clerk as the Licensing Issue Agent/Assistant Licensing Agent for the City of Middletown.



*FROM THE OFFICE OF THE
CITY CLERK*

*Richard P. McCormack
CITY OF MIDDLETOWN NY*

WWW.MIDDLETOWN-NY.COM

Email: rmccormack@middletown-ny.com

MEMO TO: Board of Estimate and Apportionment

DATE: January 20, 2022

SUBJECT: Agreement with NYS DEC to Issue Hunting/Fishing Licenses

Request for the City Council to approve the New York State Department of Environmental Conservation License Issuing Agent Agreement and the appointment of Richard P. McCormack, City Clerk, as the Licensing Issue Agent/Assistant Licensing Agent for the City of Middletown.

The City Clerk's Office will expand its constituent services to include issuing Hunting and Fishing Licenses. There is NO cost to the City to offer this service. Fees are set by the state and the City will be able to collect a 5.5% commission on most transactions.

Training and equipment will be provided by NYS DEC to the City Clerk's Office.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
LICENSE ISSUING AGENT AGREEMENT

(Do not alter this Agreement. If information is incorrect, please call the New York State Department of Environmental Conservation at 518-402-9365.)

This Agreement entered into between the New York State Department of Environmental Conservation (hereinafter referred to as the "Department"), with offices at 625 Broadway, Albany, New York 12233, and _____,

as the ☐owner ☐municipal clerk ☐manager of

Name

Business/Municipality Name

Street Address

City/Town/Village

State

Zip Code

(hereinafter collectively referred to as the "License Issuing Agent")

WITNESSETH:

WHEREAS, the Department is authorized by § 11-0713 of the Environmental Conservation Law and applicable rules and regulations to appoint agents to issue licenses for the privilege of hunting, fishing and trapping in New York State; and

WHEREAS, the License Issuing Agent has applied to the Department for appointment as such a License Issuing Agent; and

WHEREAS, the Department has determined that the above License Issuing Agent applicant is qualified to be appointed as a license issuing agent.

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning provided herein:

License Issuing Agent – shall mean both the *License Issuing Agent* and the *License Issuing Officer* as provided in 6 NYCRR § 177.1(f) and (g) of the Department regulations and shall also mean the duly appointed owner, municipal clerk, or manager set forth above.

Assistant License Issuing Agent – shall mean the individual appointed by the Licensing Issuing Agent to receive Department-sponsored training for the purpose of issuing sporting licenses and to be the point of contact for any Department inquiries.

Approved location – shall mean the business' or municipality's address as set forth in the beginning of this Agreement.

2. **APPOINTMENT**

A. The Department hereby appoints the License Issuing Agent and their duly appointed Assistant License Issuing Agent (designated below) to be an agent issuing hunting, trapping, and fishing licenses at the approved location.

B. The License Issuing Agent hereby appoints _____,
Name
_____, as the Assistant License Issuing Agent.
Title

(See paragraph [11. F] herein for information regarding changes in appointment of the Assistant License Issuing Agent.)

3. **DEPARTMENT REPRESENTATIONS**

The Department hereby agrees that it will:

A. Provide the License Issuing Agent with a license printer (and necessary supplies) at the approved location for the sale and reporting of hunting, fishing and trapping licenses and provide necessary support for the printer.

B. Pay a commission to the License Issuing Agent for each license sold as prescribed in Department laws, rules and regulations.

C. Provide appropriate training and training materials to the Assistant License Issuing Agent, including a toll-free telephone "help desk" service to answer questions and assist with problems.

D. Provide informational materials for use at the approved location for the License Issuing Agent and their authorized employees to distribute to hunters, anglers, trappers, etc., regarding regulatory requirements for all authorized licenses issued.

4. **AGENT REPRESENTATIONS**

The Agent hereby agrees that it will:

A. Provide authorization attached hereto as Attachment "A" for the Department to access a bank account for electronic fund transfers to pay for all licenses sold. Fund transfers shall be scheduled on a regular basis as determined by the Department.

B. Provide reasonable and necessary security to protect equipment and supplies from damage and unauthorized use.

C. Ensure that all Department license issuing equipment is maintained in good working condition and returned to the Department when license sales are no longer provided at the approved location.

D. Pay all amounts due to the Department. Failure to maintain an adequate balance in the License Issuing Agent's account may result in immediate termination of this Agreement.

E. Provide a compatible computer system including a plain paper printer and access to the internet at no charge to the Department.

F. Indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it in a court of competent jurisdiction, to the extent such loss is attributable to a negligent omission or tortious act of the License Issuing Agent, its agents or employees, in the performance of this Agreement.

G. Be solely responsible for the supervision and direction of the performance of this Agreement by the Assistant License Issuing Agent and other authorized license issuing employees other than as specifically provided herein.

H. Alert the Department if the License Issuing Agent, Assistant License Issuing Agent or other person issuing licenses is convicted of a misdemeanor or felony level criminal offense.

I. Not allow a person convicted of a misdemeanor or felony level criminal offense to issue licenses or have access to the license system, unless the person's conviction has been reviewed by DEC.

5. **AGENT RESPONSIBILITY**

A. General Responsibility: The License Issuing Agent shall at all times during the Agreement term remain responsible. The License Issuing Agent agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the License Issuing Agent. In the event of such suspension, the License Issuing Agent will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the License Issuing Agent must comply with the terms of the suspension order. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

6. **LICENSE ISSUING CONDITIONS**

A. All licenses authorized to be sold pursuant to this Agreement may only be sold by the License Issuing Agent, the Assistant License Issuing Agent or authorized employees of the License Issuing Agent at the approved location set forth in this Agreement.

B. All employees authorized to issue licenses by the License Issuing Agent pursuant to paragraph "A" of this section, shall be appropriately trained in the use of the license issuing system by the Assistant License Issuing Agent prior to using the issuance system.

C. The Assistant License Issuing Agent must receive recurring training sponsored by the Department at least once every three years or sooner as circumstances warrant as determined by the Department.

D. The License Issuing Agent and his/her employees who are authorized to issue licenses pursuant to this Agreement must abide by New York State Regulations 6 NYCRR Part 177 (www.dec.ny.gov/regs/3936.html) and 6 NYCRR Part 183 (www.dec.ny.gov/regs/3931.html).

E. All personal data provided by customers shall be kept confidential to the extent required by Law.

F. All documents considered returnable documents as well as all voided licenses for which credit is requested must be returned to the Department within one month of the transaction.

G. All funds received from the sale of licenses, less the commission fee established by the Department, will be held in trust for the Department. Monies collected from the sale of licenses are Department funds and any other use of such funds is prohibited. The License Issuing Agent accepts the responsibility and duties of trustee for all funds collected for the benefit of the Department under this Agreement.

H. No license may be sold for a fee in excess of or less than the amount established by the Department.

I. The complete catalog of sporting licenses must be available for sale to the public at the License Issuing Agent's approved location as designated in this Agreement.

7. USE OF EQUIPMENT AND SUPPLIES

A. Supplies and equipment assigned to the License Issuing Agent for the printing of licenses are to be used for that purpose only, unless prior approval for such use is provided by the Department. Equipment is not transferable to other license issuing agent locations.

B. In the event that defective equipment is replaced, the License Issuing Agent shall return the defective equipment immediately to the specified repair center. The License Issuing Agent shall pay for any such equipment not returned, or equipment that shows obvious abuse. Failure to remit payment for abused or unreturned equipment may result in the immediate termination of this Agreement.

8. CHANGE IN OWNERSHIP

In the event of a change in ownership of the License Issuing Agent's business, the Department must be notified 30 days in advance of any such change, and this Agreement becomes immediately terminated at the time of such change in ownership. At the time of termination, all Department-provided licensing equipment must be returned to the Department or the Department's representative. This License Issuing Agent's appointment is not transferable and shall apply only to the License Issuing Agent's appointment to sell sporting licenses.

9. **CHANGE IN MUNICIPAL CLERK**

In the event of a change in municipal clerk from that who entered into this Agreement, the Department must be notified within 30 days of such change and this Agreement will become void at the time of such change. To avoid a disruption in service, a new Agreement should be submitted in advance of such change signed by the new municipal clerk. If the municipality intends to submit a new Agreement, Department-provided equipment does not need to be returned.

10. **COMPLIANCE INSPECTIONS**

The Department reserves the right to inspect the approved location for the purpose of determining compliance with this Agreement.

11. **TERMINATION**

In addition to any termination event appearing elsewhere in this Agreement, or provided in the applicable Department regulations, the following shall apply:

A. This Agreement may be terminated for cause if the Department determines that any false statements or omissions were made on the License Issuing Agent's application.

B. This Agreement may be terminated for cause for failure to comply with the terms of this Agreement at any or all approved locations at any time by the Department.

C. Either party may terminate this Agreement for convenience by 15 days written notice to the other party.

D. In the event of termination of this Agreement, the License Issuing Agent shall pay for all licenses sold and not previously paid for and return all equipment and supplies to the Department within 30 days of such termination.

E. Termination for Non- Responsibility: Upon written notice to the License Issuing Agent, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the License Issuing Agent's expense where the License Issuing Agent is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

F. In the event of a change in the appointment of the Assistant License Issuing Agent, the License Issuing Agent shall notify the Department of such change within 15 business days by submitting to the Department a completed revised License Issuing Agent Application Form attached hereto as Attachment "B," which shall provide, among other things, the name and title of the newly appointed Assistant Licensing Issuing Agent. In the Department's sole discretion, this agreement may be suspended or terminated in the event the Department is not notified of any change in appointment of the Assistant License Issuing Agent as provided herein.

12. **TERM**

This Agreement shall remain in effect from the date of execution until such termination.

13. **APPLICABLE LAWS**

A. This Agreement shall be governed by the laws of the State of New York.

B. All licenses shall be issued in accordance with the provisions of the New York Codes, Rules and Regulations of the State of New York (<http://www.dec.ny.gov/regs/2494.html>) and New York State Law and the policies and procedures of the Department.

14. **TOTAL AGREEMENT**

This Agreement together with any laws, documents and instruments herein referenced, shall constitute the entire agreement and any previous communication pertaining to this Agreement is hereby superseded.

15. **CONTRACT AMENDMENT**

Any agreement revisions, including payment adjustments or time extensions, shall be made by a written amendment to the agreement, signed by both parties.

Signature _____

License Issuing Agent
(notarization required below)

Date: _____

LICENSE ISSUING AGENT ACKNOWLEDGMENT

State of _____)
)s.s.:
County of _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her /their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date Notary Expires

Notary Public

Signature _____
DEC Representative

Date: _____

NOTE: A faxed copy of this agreement and the associated application will **not** be accepted.

Completed applications and agreements in their original form should be mailed to:

Attn: Revenue and Accounting Unit
New York State Department of Environmental Conservation
625 Broadway, 10th Floor
Albany, New York 12233-4900

Attachment A

New York State Department of Environmental Conservation
Division of Management & Budget Services
Bureau of Revenue Management -10th Floor
625 Broadway, Albany, New York 12233-5012
Phone: (518) 402-9365 • FAX: (518) 402-9356
Website: www.dec.state.ny.us

Please complete, review and sign this form. **Attach a voided check or a statement from your bank that includes the routing number and account number for the account from which the ACH debits will be drawn and mail this items to the address above.**

New York State Department of Environmental Conservation Authorization Agreement for Direct Payments (ACH Debits) relative to the Department's automated sporting license system.

Agent/Officer Name: _____
Business Address: _____
City: _____
State: _____
ZIP: _____
Telephone: _____

I hereby authorize the New York State Department of Environmental Conservation, hereinafter called DEPARTMENT, to initiate debit entries to my account indicated below at the financial institution named below, hereinafter called DEPOSITORY, and to debit the same account. I acknowledge that the origination of ACH Transactions to my account must comply with the provisions of U.S. law.

Branch Name: _____
Address: _____
City: _____
State: _____
ZIP Code: _____
Contact: _____
Telephone: _____
Routing Number: _____
Account Number: _____
Account Name _____
Account Type: ☐ Checking ☐ Savings ☐

This authorization is to remain in full force and effect until DEPARTMENT has received written notification from me of its termination in such manner as to afford DEPARTMENT and DEPOSITORY a reasonable opportunity to act on it.

Signature: _____
Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
LICENSE ISSUING AGENT APPLICATION
ATTACHMENT "B"**



LICENSE ISSUING AGENT PERSONAL INFORMATION		
FIRST, MIDDLE INITIAL, LAST NAME:		DOB:
HOME ADDRESS:		
STREET/PO BOX:		
CITY:	STATE:	ZIP CODE:
HOME TELEPHONE NUMBER: _____		WORK TELEPHONE NUMBER: _____
HAS APPLICANT SOLD NEW YORK STATE HUNTING AND FISHING LICENSES PREVIOUSLY? ☐ YES ☐ NO IF YES, PLEASE PROVIDE AGENT NUMBER: _____		
ARE THERE ANY OUTSTANDING LIENS AGAINST OR JUDGMENTS IN THE NAME OF THE APPLICANT? ☐ YES ☐ NO		
HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY LEVEL CRIMINAL OFFENSE? * ☐ YES ☐ NO IF YOU HAVE ANSWERED "YES", PLEASE PROVIDE THE FOLLOWING: i. Certificate of Disposition or similar document if the conviction occurred in another state; ii. A signed and dated statement describing the conviction(s), including sufficient detail of events leading up to the conviction and any post-conviction rehabilitation and good conduct; iii. One or more letters of recommendation from someone other than a relative and any additional documentation relevant to review of the application, such as a certificate of relief from disability and documentation showing personal accomplishments since the conviction(s), including professional licenses, rehabilitation documents, courses or degrees.		
*Note: A response of yes to the above question is not an absolute bar to serving as a license issuing agent or assistant license issuing agent.		
IS THE APPLICANT 18 YEARS OF AGE OR OLDER? ☐ YES ☐ NO		
BUSINESS INFORMATION		
LEGAL NAME OF BUSINESS OR MUNICIPALITY:		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
TYPE OF BUSINESS: ☐ GOVERNMENT ☐ SOLE PROPRIETORSHIP ☐ CORPORATION ☐ PARTNERSHIP ☐ LIMITED PARTNERSHIP		
BUSINESS MAILING ADDRESS:		
STREET/PO BOX:		
CITY:	STATE:	ZIP CODE:
BUSINESS SHIPPING ADDRESS (If Different From Above)		
STREET ADDRESS		
CITY	STATE:	ZIP CODE:
BUSINESS TELEPHONE NUMBER:		BUSINESS FAX NUMBER:
BUSINESS E-MAIL ADDRESS:		
HAS THIS BUSINESS LOCATION SOLD NEW YORK STATE HUNTING AND FISHING LICENSES PREVIOUSLY? ☐ YES ☐ NO IF YES, PLEASE PROVIDE AGENT NUMBER: _____		

BUSINESS OPERATIONS		
DAYS/HOURS OF OPERATION		
DAY OF WEEK	OPENING TIME	CLOSING TIME
SUNDAY	__AM __PM	__AM__PM
MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
IS THIS BUSINESS OPEN YEAR AROUND? ☐ YES ☐ NO IF NO, STATE MONTHS OF OPERATION: _____		
ASSISTANT LICENSE ISSUING AGENT INFORMATION (To be appointed by the License Issuing Agent listed above)		
FIRST, MIDDLE INITIAL, LAST NAME:		DOB:
HOME ADDRESS:		
STREET/PO BOX:		
CITY:	STATE:	ZIP CODE:
HOME TELEPHONE NUMBER:		WORK TELEPHONE NUMBER:
HAVE YOU EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY LEVEL CRIMINAL OFFENSE?* ☐ YES ☐ NO IF YOU HAVE ANSWERED "YES", PLEASE PROVIDE THE FOLLOWING: i. Certificate of Disposition or similar document if the conviction occurred in another state; ii. A signed and dated statement describing the conviction(s), including sufficient detail of events leading up to the conviction and any post-conviction rehabilitation and good conduct; iii. One or more letters of recommendation from someone other than a relative and any additional documentation relevant to review of the application, such as a certificate of relief from disability and documentation showing personal accomplishments since the conviction(s), including professional licenses, rehabilitation documents, courses or degrees.		
* Note: A response of yes to the above question is not an absolute bar to serving as a license issuing agent or assistant license issuing agent.		
IS THE ASSISTANT AGENT 18 YEARS OF AGE OR OLDER? ☐ YES ☐ NO		

License Issuing Agent Applicant Certification and Signature:

The undersigned recognizes that this application is submitted for the express purpose of inducing the State of New York, through the Department, to appoint me as a license issuing agent with the authority to issue hunting, trapping, and fishing privileges in the State of New York; acknowledges that the State or the Department may, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony or misdemeanor under Penal Law § 210; and states that the information submitted in this application and any attached pages is true, accurate and complete.

Signed: _____
 License Issuing Agent

Dated: _____

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.01.22

Index No: 36-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$1,331.12 in the following manner to cover remaining costs for the East Main to Orchard Pathway Project.

FROM

H.0766.900

Industrial Park Infrastructure

AMOUNT

\$ 1,331.12

TO

H.0977.900

E. Main to Orchard Pathway

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

Date: January 20, 2022
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Kelly Ann Kelly -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

JAN 24 2022
City Clerk
City of Middletown

Requested Transfers

A transfer of \$1,331.12 is needed to cover remaining costs for the East Main to Orchard Pathway Project payable to General Contractor Catalyst Construction. Project costs are as follows:

FROM	AMOUNT	TO
1. H.0766.900 Industrial Park Infrastructure	\$ 1,331.12	H.0977.900 E. Main to Orchard Pathway

Thank you.

EL

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.01.22

Index No: 37-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$4300 in the following manner to cover remaining costs for the Green Infrastructure Project.

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
H.0766.900	\$ 4,300	H.0944.900
Industrial Park Infrastructure		Parking & Greenspace Imp.

Project costs are as follows:

Karen Arent for project Landscape Architect Inspections #3 – 5- \$3,950

Engineering & Surveying Properties for the Inspection of the backflow preventer- \$350

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

JAN 24 2022

City Clerk

City of Middletown

Date: January 24, 2022
To: Honorable Members of the Board of Estimate and Apportionment
Cc: Kelly Ann Kelly -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

Requested Transfers

A transfer is needed to cover remaining costs for the Green Infrastructure Project in the amount of \$4,300.00. Project costs are as follows:

Karen Arent for project Landscape Architect Inspections #3 - 5 totaling \$3,950

Engineering & Surveying Properties for the Inspection of the backflow preventer in the amount of \$350

FROM	AMOUNT	TO
1. H.0766.900 Industrial Park Infrastructure	\$ 4,300.00	H.0944.900 Parking & Greenspace Imp.

Thank you.

EL

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.01.22

Index No: 38-22

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment declaring the following vehicles as surplus and authorizes the Commissioner of Public Works to dispose of them in the most advantageous way to the City.

1. 2005 Mack Garbage Truck (VIN# 1M2B225C65M005104) which has 107,287 miles
2. 2006 Hyundai Excavator (VIN# N60410541) which has already been replaced with a new excavator

RECEIVED

JAN 26 2022

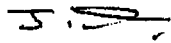
City Clerk
of Middletown

Department of Public Works

Memorandum

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

CC: Richard McCormack- City Clerk

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

Date: January 24, 2022

RE: Surplus vehicles

We are requesting that the vehicles listed below be declared surplus and authorize the Commissioner of Public Works to dispose of them in the most advantageous way to the City, based on his opinion which is final, most likely through Auctions International.

1. 2005 Mack Garbage Truck (VIN# 1M2B225C65M005104) which has 107,287 miles
2. 2006 Hyundai Excavator (VIN# N60410541) which has already been replaced with a new excavator

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 02.01.22

Index No: 39-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$5000 from the General Fund into the Department of Public Works Contractual Services line, A.1490.400 to cover the cost of hiring Fellenzer Engineering for engineering services to perform a study of the HVAC system at the Mulberry House- Senior Center. The funds should be transferred in the following manner:

FROM
A.4785
ARPA

AMOUNT
\$5,000.00

TO
A.1490.400
DPW Contractual Services

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign an agreement with Fellenzer Engineering to perform a study of the HVAC system at the Mulberry House- Senior Center.

DEPARTMENT OF PUBLIC WORKS

RECEIVED

MEMORANDUM

JAN 26 2022

City Clerk
City of Middletown

Date: January 26, 2022
To: Honorable Mayor DeStefano, Members of the Board of Estimate
and Apportionment, Members of the Common Council
Cc: Kelly Ann Kelly, Treasurer and Richard McCormack, City Clerk
From: Jacob Tawil, Commissioner of Public Works
Re: Transfer of Funds

We are respectfully requesting a transfer of \$5,000 from the General Fund into the DPW Contractual Services line, A.1490.400. This transfer is to cover the cost of hiring Fellenzer Engineering for engineering services to perform a study of the HVAC system at the Mulberry House- Senior Center as proposed in the attached.

FROM	AMOUNT	TO
General Fund	\$5,000.00	A.1490.400
ARPA		DPW Contractual Services

Thank you.

JT/kg



Principals:

Mark D. Fellenzer, P.E., LEED AP
John D. Fellenzer, P.E., MBA, LEED Green Associate

Founder:

Archie D. Fellenzer, Jr., P.E.
(1924 - 2014)

January 18, 2022

City of Middletown, NY
Department of Public Works
16 James Street
Middletown, NY 10940

Attn: Mr. Jacob Tawil, P.E., Commissioner of Public Works

RE: Proposal/Contract for Engineering Services
Study of the Heating Ventilation and Air Conditioning (HVAC) at "Mulberry House" Senior
Citizen Center
FE Project No. 22-023

Dear Jacob,

Thank you for considering Fellenzer Engineering, LLP for your project.

This letter proposal is pursuant to our recent discussions regarding the subject project, and provides a contract for engineering services in accordance with your request. It is our understanding that you wish us to study the Heating Ventilation, and Air Conditioning (HVAC) systems at the "Mulberry House" Senior Citizen Center. This HVAC system was installed in the early 1990's for what was called the "Mount Carmel Center" and is therefore about 30 years old.

The specific items we will be looking at are listed below.

SCOPE OF WORK PERFORMED BY FELLENZER ENGINEERING, LLP.

1. Review of existing HVAC System components.
2. Gather any available information on maintenance and repairs completed.
3. Develop conditions opinion on equipment and systems.
4. Review HVAC systems and capabilities based on current use occupancy.

**STUDY OF HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT
"MULBERRY HOUSE" SENIOR CITIZEN CENTER
PROJECT NO. 22-023**

5. Develop alternatives for repair or replacement.
6. Alternatives to include Rough Order of Magnitude (ROM) cost.

Professional fees for the services outlined above shall be:

A Lump Sum amount of \$4,975.00

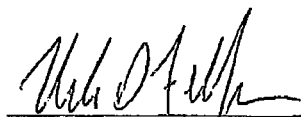
The study will be provided on 8 1/2" x 11" copy. Any supplemental drawings or sketches to be prepared in AutoCAD.

Major changes in study after completion required by client to be made at our Standard Hourly Rates in addition to fees quoted above.

Payments shall be per monthly billings and are to be made within fifteen (15) days of invoicing.

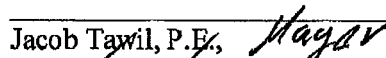
Thank you for this opportunity to assist you. If you have any questions about this proposal/contract, please contact us and we will be happy to discuss these items in more depth. If this proposal is acceptable, please return a signed copy of this documentation, and we will begin work.

Sincerely,



Mark D. Fellenzer, P.E., LEED AP

Principal


Jacob Tawil, P.E., Mayor
Commissioner of Public Works
City Of Middletown, NY

1/10/22

Date

Date

MDF/vlf
Attachment



Principals:

Mark D. Fellenzer, P.E., LEED AP
John D. Fellenzer, P.E., MBA, LEED Green Associate

Founder:

Archie D. Fellenzer, Jr., P.E.
(1924 - 2014)

**2022 STANDARD ENGINEERING FEE SCHEDULE
EFFECTIVE JANUARY 1, 2022 TO DECEMBER 31, 2022**

CATEGORY/HOURLY RATE

Principal (P.E.).....	\$200.00
Project Engineer (P.E.).....	\$180.00
Project Manager.....	\$160.00
Senior Engineer.....	\$155.00
Senior Designer.....	\$140.00
Engineer.....	\$129.00
Code Enforcement Officer.....	\$121.00
Designer.....	\$121.00
CAD/BIM Designer.....	\$114.00
CAD Operator.....	\$103.00
Administrative Support.....	\$ 76.00

EXPENSES

Auto Travel	\$0.585 cents per mile, plus tolls & parking
Hotel, air travel, meals, etc.	Cost + 10%
UPS, Federal Express Charges.....	Cost + 10%

IN-HOUSE PRINTING

Standard Size* Paper B&W Plot.....	\$ 5.00 each
Standard Size* Paper Color Plot.....	\$ 7.50 each
Standard Size* Vellum B&W Plot.....	\$11.50 each
Standard Size* Mylar B&W Plot.....	\$29.75 each
Photocopies (8-1/2" x 11").....	\$ 0.10/page

*Standard size equals up to E size sheet. Larger sizes shall be charged an additional, proportional cost. Expenses not listed above, and incurred on behalf of the client, shall be invoiced at 1.10 times the expense.

TERMS AND CONDITIONS

- Refer to contract for applicability of these itemized charges.
- A service charge of 1.5% shall be applied to account balances not paid within 30 days after rendering of statement.
- Accounts 60 days past due will be notified and work will stop.
- Accounts 90 days past due will be referred for collection.
- A retainer is required on new accounts and as indicated in the contract.

General Terms and Conditions of Agreement

The engagement of Fellenzer Engineering, LLP (FE) by client is under the following terms and conditions and is an integral part of the collective agreement between client and FE.

A. GENERAL

1. The fee estimate for the proposed scope of services is valid for 60 days from the date of proposal. Upon authorization to proceed, the fee rates shall remain in effect for a period of one (1) year. FE reserves the right to revoke the fee estimate by giving notice thereof to the client.
2. All schedules set forth in the attached scope of services commence upon receipt of a signed agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice. FE reserves the right to require the client to pay an advance retainer before continuing with any work on the project.
3. FE reserves the right to require written authorization from the client before commencing any work on any additional services. Any fee adjustment required shall be established at that time.
4. All documents produced by the FE under this Agreement shall remain the property of FE and will not be used by the client for any other endeavor without the consent of the FE. The client further agrees to indemnify and hold harmless FE from any claims and damages that arise due to the alteration, reuse, or misuse of FE's work Product.
5. FE is not responsible for delays caused by factors beyond the FE's reasonable control. When such delays beyond FE's reasonable control occur, the client agrees FE is not responsible for damages, nor shall FE be deemed to be in default of this Agreement.
6. The obligation to provide further services under this agreement may be terminated by either party upon seven (7) days written notice. In the event of any termination, FE shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses. Until FE is paid in full all sums due it, FE shall not be obligated to turn over to the client any of its work products, including drawings, specifications, calculations, notes and other documents generated by FE.
7. It is understood that the scope of work defined in this agreement is based on the information provided by the client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, additional services may be required, the scope of work may change even as the work is in progress. FE shall make reasonable effort to contact the client when a change in the scope of work appears necessary, and the client, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.
8. Unless otherwise agreed in writing, the client will furnish FE with right-of-way access to the site and structure(s) in order to conduct the planned exploration or field services. FE shall take reasonable precautions to minimize damage to the site and structure(s) due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. If the client provides a written request, FE will restore any damage to the site and/or structure(s) and add cost of restoration to the fee.
9. Record drawings, if requested by client, shall be prepared at additional cost based on information provided by the installing contractor(s). FE will not be responsible for the accuracy of this information, nor for any errors or omissions which may appear in the record drawings as a result.
10. FE shall have no responsibility for the discovery, presence, or removal of any hazardous material on the project site, however, these services can be provided at additional cost if requested by the client.
11. FE and/or its authorized sub-consultant will conduct the research that in its professional opinion is reasonable with respect to the assumed locations of existing underground improvements. Such services by FE or its sub-consultant will be performed in a manner consistent with the ordinary standard of care. The client recognizes that the research may not identify all underground improvements and that the information upon which FE relies may contain errors or may not be complete. The client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against FE and anyone for whom FE may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by FE.
12. If any provision of this Agreement shall be prohibited or found invalid under applicable law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision in this agreement being prohibited or invalid.
13. This contract is the entire agreement and replaces all previous representations.
14. All services shall be performed by FE using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations.
15. Presence/Discovery of Mold and/or other Hazardous Materials.
Unless specifically included in writing, both parties acknowledge that FE's Scope of Services does not include any services related to the presence of mold or other hazardous materials. In the event that FE or any other party encounters any mold or other hazardous materials on or about the Project site, or should it become known to FE that such materials may be present on or about the

Project site or any adjacent areas that may affect the performance of FE's services, FE may, at its option and without liability for consequential or any other damages, suspend performance of the FE services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the mold or other hazardous materials. The Client agrees to bear all costs, losses and expenses, including the cost of FE's additional services, arising out of or in any way connected with the discovery of mold or other hazardous materials.

16. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and FE agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
17. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of this Agreement or related to the services under this Agreement, in accordance with Paragraph A15, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

B. ENERGY CONSERVATION & LEED SERVICES

1. As part of our customary services, Fellenzer Engineering LLP shall incorporate various LEED technologies and energy conservation measures to reduce the long term global and local energy consumption of the facility. These techniques and technologies employed are not guaranteed to reduce energy consumption unless such measures and guarantees are specifically identified and guaranteed within the project scope and signed contract.
2. For designs involving public projects, if at the conclusion of the design and completion of the project, the energy conservation measures taken result in meeting or exceeding the IRS Section 179D qualifications, Fellenzer Engineering LLP shall have the option of applying for the appropriate deductions and allowed by IRS regulations. As part of this application, the client shall be notified of our application in writing.

C. INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due 15 days after invoice date. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of one (1.5) percent per month (18 percent annual interest rate).
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this agreement, FE shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this agreement.
3. Invoice payments must be kept current for the work to continue. If the client fails to pay any invoice due to FE within 30 days of the date of invoice, FE may, without waiving any other claim or right against Client suspend services under this agreement until FE has been paid in full all amounts due FE and / or any of its consultants and sub-contractors and shall not be responsible for any consequential damages arising from said work stoppage.
4. Invoicing for out-of-pocket expenses including copying, travel, and overnight mailing shall be billed as per the attached rate sheet.
5. Regardless of any credit terms that may be granted by FE to Client, FE may, at its sole discretion, require payment of an invoice in full at the time of delivery of a design submission.
6. Services not indicated and which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or on an hourly basis at rates in effect the time the services are performed, plus reimbursable expenses as previously defined.
7. Payment to FE is the sole responsibility of signatory of this agreement and is not subject to third party agreement.

D. ALLOCATION OF RISK

1. FE agrees to carry the following insurance during the term of this agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the client requires insurance coverage or limits in excess of FE's normal policies, and it is available, client agrees to reimburse FE for such additional expense.
2. The client shall indemnify and hold harmless FE and its officers and employees on account of any claims, damages, losses, litigation, expenses, and reasonable attorney's fees arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the client, its agents, employees, professional consultants or subconsultants other than FE in connection with this project.
3. For any such damage on account of any error, omission, or other professional negligence, FE's liability will be limited to the greater of \$50,000.00 or the amount equal to the total engineering fee on this project as set forth in the project's contract. If, due to FE error, any required item or component of the project is omitted from the construction documents, FE shall not be responsible for

paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event shall FE be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

4. For projects involving work on existing buildings, some assumptions may be made regarding existing systems and conditions, some of which may be concealed by existing materials or cannot be investigated by reasonable visual observations. It is understood that these assumptions cannot be verified without damaging or destroying existing construction materials, which is outside the scope of our professional services.
5. For inspection and report / study projects, it is understood that only conditions that are both present and apparent at the time of the site visit are covered and that the report is not a guarantee or warranty.
6. FE shall not be liable to any person that is not a party to the written agreement as to any statement, representation, and/or calculation set forth in the drawings, specifications, calculations, notes and other documents generated by FE.
7. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client or FE, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
8. The Client and FE agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by FE and, therefore, that the final construction cost of the Project may exceed the estimated construction cost and/or contractor's bid price. The Client agrees to set aside a reserve in the amount of 7 percent of the Project construction costs and/or contractor's bid price (whichever is greater) for all rehabilitation and renovation projects and 5 percent of the Project construction costs and/or contractor's bid price (whichever is greater) for all other projects as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees to make no claim by way of direct or third-party action against FE or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

E. CONSTRUCTION SUPPORT SERVICES

1. It should be understood that the presence of FE's field representative shall be for the purpose of providing observation of the construction work. Under no circumstances is it FE's intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. FE's observation of the work will not relieve the contractor of his responsibility to complete the project in accordance with the contract plans and specifications.
2. The presence of FE's field representative at the site is to provide the client with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. It is understood that FE shall not be responsible for job or site safety on the project.
3. The client agrees to supply FE with specifications, plans and other necessary materials for the project pertinent to providing the services.
4. Any estimate prepared by FE of the probable construction cost of the project or any part thereof is not to be construed nor is it intended, as guarantee of the actual contracted cost.

The titles used in this Agreement are for general reference only and are not part of the Agreement.

The foregoing terms and conditions supersede any other terms and conditions set forth in any other document exchanged between the parties hereto.

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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 02.01.22

Index No: 40-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$25,000 from the General Fund for engineering work to assist the City in the review of the proposed Dolsontown Corridor Development, GEIS, as studies are prepared for the Town of Wawayanda Planning Board. The Generic Environmental Impact Statement is how the Town of Wawayanda Planning Board elected to evaluate the impacts of multiple proposed projects that include Waste Transfer Station and several warehouses/distribution facilities.

FROM	AMOUNT	TO
General Fund	\$25,000	A.1490.400
		Contractual Services

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign a proposal from CDM Smith for the above mentioned work.

RECEIVED

JAN 26 2022

Richard McCormack

From: J Tawil <jtawil14@yahoo.com>
Sent: Wednesday, January 26, 2022 3:47 PM
To: Kelly Ann Kelly; Katie Gass; Joseph DeStefano; Erica Letos; Alex Smith; J Miguel Rodriguez; Joseph Masi Yahoo; Richard McCormack
Subject: Fw: Town of Wawayanda Ave SEQRA- Marangi
Attachments: Dolsontown Corridor Development GEIS Review Proposal 20220126.pdf; MSA Task Order No. 6 - Dolsontown Corridor Development GEIS Review 20220126.pdf

City Clerk

City of Middletown

Hello Kelly,

As discussed with and requested by the Mayor, we are requesting to add the enclosed proposal from CDM Smith on the Thursday Board of Estimates Agenda at an initial cost of \$25,000 to be transferred from the Fund balance.

This Engineering work will be to assist the City in the review of the proposed Dolsontown Corridor Development, GEIS, as studies are prepared for the Town of Wawayanda Planning Board. The Generic Environmental Impact Statement is how the Town of Wawayanda Planning Board elected to evaluate the impacts of multiple proposed projects that include Waste Transfer Station and several warehouses/distribution facilities.

CDM Smith will be submitting monthly billing, based on billable hours, which would start in earnest once the studies requested by the town PB become available to the City.

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.

RECEIVED

JAN 26 2022

City Clerk
City of Middletown

----- Forwarded Message -----

From: Kelly, Keith <kellykf@cdmsmith.com>
To: J Tawil <jtawil14@yahoo.com>
Sent: Wednesday, January 26, 2022, 02:58:59 PM EST
Subject: RE: Town of Wawayanda Ave SEQRA- Marangi

Jacob proposal as requested to be completed under our exiting master services agreement with the City so I have also included the Task Order for signature.

Keith F. Kelly, PE, BCEE
Senior Vice President

CDM Smith
60 Crossways Park, Woodbury NY 11797

O: 516 730 3916

C: 516 712-4297
Connect with me on LinkedIn and Twitter @FnamLname
cdmsmith.com



From: J Tawil <jtawil14@yahoo.com>
Sent: Wednesday, January 26, 2022 10:57 AM
To: Kelly, Keith <KellyKF@cdmsmith.com>
Subject: Re: Town of Wawayanda Ave SEQRA- Marangi

Keith,

Understood and I have advised the Mayor and our corporation counsel Alex Smith of this, nothing to do until the studies are available. I suggest a general proposal letter, based on hourly rate at this time, until Morangi's studies are made available, at which time we can get a revised proposal, or just continue on hourly basis.

So a simple proposal letter with hourly rate would do, so that we can officially retain your services for this project.

Thoughts?

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, January 26, 2022, 09:10:12 AM EST, Kelly, Keith <kellykf@cdmsmith.com> wrote:

Jacob, the document provided is the scoping document for the development of a GEIS for the projects listed. There is nothing to truly comment on until the GEIS is drafted and open for public comment. The WAYA Planning Board has determined this is a Type I action and requires a full GEIS to evaluate the potential impacts associated with development.

The Scoping Document for the GEIS identifies specific areas of concern that are to be addressed in the GEIS include; traffic and roadway condition/capacity, water/sewer infrastructure, stormwater, threatened/endangered spp., cultural/historic/archeological resources. These analyses will be completed as part of the GEIS.

Do you need a proposal for tomorrow or once the GEIS is issued?

**Keith F.
Kelly, PE,
BCEE**
Senior Vice
President
CDM Smith
60 Crossways
Park,
Woodbury NY
11797

O: 516 730
3916

C: 516 712-
4297
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Twitter
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[cdmsmith.com](https://www.cdmsmith.com)



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

January 26, 2022

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

Subject: Proposal for Professional Engineering Services
Assist the City in the Review of the Dolsontown Corridor Development GEIS

Dear Jacob:

CDM Smith NY Inc. (CDM Smith) is pleased to provide the City of Middletown (City) with professional engineering services associated with review of the proposed Dolsontown Corridor Development in the adjacent Town of Wawayanda, NY which is on the southern border the City. The Dolsontown Corridor Development consists of five proposed projects as follows:

- 125,000 square foot warehouse/distribution facility located on Dolsontown Road, tax lot 4-1-50.32 in the MC-1 (Mixed Commercial) zoning district ("RDM #3")
- 32,000 square foot warehouse/distribution facility located on Dolsontown Road, tax lot 4-1-50.2 in the MC-1 (Mixed Commercial) zoning district ("RDM #4")
- 471,000 square foot warehouse/distribution facility, and a ±61,000 square foot warehouse/distribution facility in the MC-1 (Mixed Commercial) zoning district ("RDM #5")
- 282,250 square foot warehouse/distribution facility located on Dolsontown Road in the MC-1 (Mixed Commercial) zoning district (Simon Business Park).
- 36,000 SF transfer facility for waste processing on Tax Lots 6-1-3.31 and 6-1-3.32, along with a 25,200 SF transfer area/collection truck drop off lanes, 6,080 SF Administration Building and 4,800 SF shop. A second phase of the project is contemplated to include a 36,000 SF truck maintenance and storage facility for storage of 40 waste collection trucks and a 12,000 SF fabrication shop, along with a .5 acre roll off container storage area and diesel fueling station (Marangi Solid Waste Facility).





Mr. Jacob Tawil, P.E.

January 26, 2022

Page 2

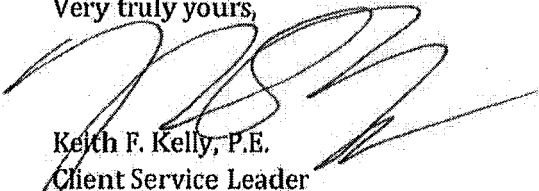
The Dolsontown Corridor Development project has been submitted to the Town of Wawayanda Planning Board for review and approval. However, the Town of Wawayanda PB is requiring the developer to complete a Generic Environmental Impact Statement (GEIS) for the five proposed projects. The GEIS will evaluate the potential significant cumulative common impacts of the development of the Projects (defined below) within the Dolsontown Corridor, including the potential impacts on the roadway system, water and sewer infrastructure, stormwater discharges, the potential presence of threatened or endangered species and the potential presence of important historical and archeological resources. The Scoping Document for the GEIS was received by the City on January 21, 2022. The City will have the ability to comment on the Draft GEIS once it is completed and issued for public comment.

The City has requested CDM Smith to assist them in the review of the GEIS once it is available for public comment. CDM Smith will work with the City to perform a detailed review of the document in accordance with the requirements of the SEQRA process regulations. At this time CDM Smith will obtain all the existing documents that are available to the public regarding this project. As the project develops, the City will modify the scope of work to be completed and the associated fee.

This work will be completed under the existing Master Services Agreement CDM Smith has with the City. The initial authorization from the City shall be for \$25,000 and all work will be invoiced to the city on a time and material basis in accordance with the Master Services Agreement (3.0 time the direct salary). The Task Order for this work is attached to this proposal.

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

Very truly yours,



Keith F. Kelly, P.E.
Client Service Leader
CDM Smith NY Inc.

Cc: N. Vignola-Henry, CDM Smith

**TASK ORDER NO. 6 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 6 dated January , 2022 attached to and made part of the Master Services Agreement dated March 2020, between Camp Dresser McKee & Smith (CDM Smith) (ENGINEER) and City of Middletown (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Dolsontown Corridor Development GEIS Review (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

See Attached Proposal

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

See Attached Proposal

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

See Attached Proposal

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

None

5. Terms or Provisions in Conflict

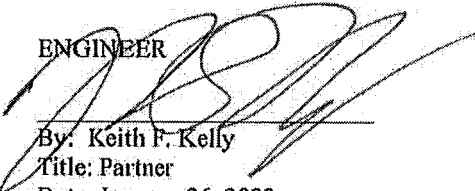
If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER

By: Joseph M DeStefano
Title: Mayor
Date: January , 2022

ENGINEER



By: Keith F. Kelly
Title: Partner
Date: January 26, 2022

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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 02.01.22

Index No: 41-22

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the creation of a paralegal position to work with the office of Corporation Counsel, Middletown Police Department and the Department of Public Works.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$41,000 from ARPA funds to the General Counsel Personal Services budget line to fund said position.

FROM
A.4785
ARPA

AMOUNT
\$41,000

TO
A.1420.100
Corporation Counsel. Personal Service

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

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 02.01.22

Index No: 42-22

NAMES AYES NOES ABSTAIN ABSENT

Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

BE IT RESOLVED, that the City of Middletown, location code 20030 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Social Security Number (Last 4 Digits)	Registration Number	Standard Work Day (hrs/day)	Term Begins/Ends	Participates In Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if No record of Activities Completed or Timekeeping System)
Elected Officials									
Mayor	Joseph M. DeStefano	3289	36101137	8	1/1/22-12/31/25	N	26.36		
Alderman at Large	Joao Rodrigues	1736	39022629	6	1/1/22-12/31/25	N	8.98		
Alderman	Kate Ramkissoon	9140	50377282	6	1/1/22-12/31/23	N	9.15		
Alderman	Joseph Masi	9012	11676392	6	1/1/22-12/31/23	Y		X	
Alderman	Andrew Green	2910		6	1/1/22-12/31/23	N	4.35		
Alderman	Jude Jean-Francois	6171	60745379	6	1/1/22-12/31/23	N	5.06		
Appointed Officials									
Asst. Corp. Counsel	Richard Croughan	7768	43611342	6	1/01/22-12/31/22	N	2.40		