



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
FEBRUARY 3, 2026**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of _____
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
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
 - 31-26 Resolution Authorizing an Agreement with PERMA for Third Party Administrator for 2026
 - 32-26 Resolution Authorizing an Agreement with Harry F. Rotolo & Son Electric for Fire Alarm System Monitoring at the Recreation Center
 - 33-26 Resolution Authorizing 2026 Orange County Youth Bureau Grant Funding
 - 34-26 Resolution Authorizing a Budget Transfer of \$79,109.00 for Integrated Waste Services (IWS)
 - 35-26 Resolution Authorizing Acceptance of \$25,579 in Orange County Youth Bureau

Funding for Middletown Police Department Youth Programs for 2026

36-26 Resolution Authorizing the Sale of Real Property Located at 218–220 Monhagen Avenue to the Middletown Housing Authority (MHA)

37-26 Resolution Authorizing a Municipal Firefighter Training Memorandum of Understanding (MOU) with the New York State Division of Homeland Security and Emergency Services / Office of Fire Prevention and Control

38-26 Resolution Authorizing a Transfer of \$364,303.01 to Fund Salary Adjustments Pursuant to Resolution 19-26 and Local Law 4 of 2025

39-26

.Resolution Authorizing an Agreement with H2O for water and wastewater treatment services for 2026

40-26 Resolution Approving the 2026 Spring Clean-Up Program and Electronics Drop-Off Event

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: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 31-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing an Agreement with PERMA for Third Party Administrator for 2026

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Perma as Third Party Administrator for Tail Claims.

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 the agreement.

Prepared by:
 Leonora Liz, Treasurer

Attachments:

1.	Middletown C TPA Contract 1.1.2026
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Public Employer Risk Management Association, Inc. (PERMA)
Program Agreement for Third Party Administration Services

THIS AGREEMENT dated as of _____ entered into by and between the Public Employer Risk Management Association, Inc. (“PERMA”), a New York not-for-profit corporation having its principal place of business at 9 Cornell Road, Latham, New York 12110 and City of Middletown, a City, having its principal place of business at 16 James Street, Middletown, NY, 10940 (the “Member”), for administrative services to be provided by PERMA in connection with the Member’s obligation to provide workers’ compensation benefits for and to its employees.

1. Purpose. The Member desires to engage PERMA to provide Worker’s Compensation Law claims administration services for certain “tail claims” that have arisen and PERMA is willing to provide those claims administration services upon the terms set forth in this agreement.

2. Definitions. For purposes of this agreement, the following terms will have the meanings indicated:

- a. **“Allocated Loss Adjustment Expenses”** means all costs and expenses PERMA incurs that are attributed to the processing of Tail Claims, including, but not limited to, fees, costs, assessments and other charges imposed by the Workers’ Compensation Board, medical cost containment and management services, in the amounts set forth in Schedule B, attorneys’ fees and disbursements, court reporter services and transcripts, deposition charges and transcripts, fees for the service of process, court costs, courier/express mail, appeal bonds, printing costs related to trials and appeals, witness and expert fees, medical examinations and review, laboratory costs, engineering fees, independent adjustor fees, surveillance, photography and similar costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Member.
- b. **“Benefit Payments”** means payments that are required by the Workers’ Compensation Law and the rules, regulations and decisions of the Workers’ Compensation Board to be made to claimants, providers and other vendors with respect to a Tail Claim.
- c. **“Electronic Data Interchange or EDI”** means the Worker’s Compensation Board has adopted Claims Electronic Data Interchange Release 3.0, as adopted by the Workers’ Compensation Board, or such other electronic data interchange as may be adopted by the Workers’ Compensation Board.
- d. **“Tail Claim”** means existing indemnity and medical worker’s compensation claims and all Worker’s Compensation Board awards against the Member that arose prior to **3/15/2008** that the Member has assigned to PERMA to administer.

3. Term. This agreement will be effective on **1/1/2026** and will continue in force for one year, unless sooner terminated in accordance with paragraph 8.

4. PERMA's obligations. During the term of this Agreement, PERMA, will provide to the Member the services provided for in this agreement with respect to Tail Claims. PERMA will, as appropriate:

- a. Process claims and disburse Benefit Payments within the timeframe required by the Worker's Compensation Law, provided that the Member advances the funds required and approves payments in accordance with the requirements of this agreement;
- b. Contract with CorVel or another third party for review of medical bills, and with Optum or another third party for pharmacy benefit management services, all at the sole cost and expense of the Member;
- c. Cause all required workers' compensation forms to be prepared and filed;
- d. Contact the injured employee or employees, as appropriate;
- e. For those Members paying by wire/automated clearing house (ACH) transfer, provide to the Member, on a weekly basis, a check register for each check run the previous week and drawn on the bank account established by the member;
- f. For those Members paying by cash, provide to the Member, on a monthly basis, an invoice and check register for each check run during the previous month and drawn on the bank account established by PERMA for the member;
- g. Retain and supervise, on behalf of and at the sole cost and expense of the Member, legal counsel necessary for the prosecution or defense of any claim or litigation related to a claim, subject to the approval of counsel by the Member, which shall not be unreasonably withheld or delayed;
- h. Attend, through a representative of PERMA, or an attorney retained by PERMA, all compensation hearings;
- i. Promptly advise the Member of Worker's Compensation Board decisions related to each claim;
- j. Initiate a challenge to any other administrative decisions made by an Administrative Law Judge or seek to correct a factual error in an administrative decision, if PERMA determines that it is reasonably necessary to do so;
- k. Recommend to the Member whether to request a modification, rescission or review of an award or decision of the Worker's Compensation Board, a panel of the Board, an Administrative Law Judge issued after a hearing and after the exhaustion of administrative remedies, recommend whether to file a judicial appeal and act upon the Member's decision once made;
- l. Settle claims within the authority given PERMA by the Member or as otherwise agreed in writing by the Member and PERMA; and
- m. Pay all claims by check identifying the Member as the insurer.

- n. Report claim data to Medicare as mandated by Section 111 of Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA).

5. The Member's obligations. The Member will:

- a. Pay all Benefits Payments by either wire/automated clearing house (ACH) transfer or cash advance.

- i. If paying by wire/automated clearing house (ACH) transfer, the Member must deposit and maintain, in a bank account identified to PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 30-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly replenish the account to the estimated amount by wire/ACH transfer. If PERMA decreases the estimate, PERMA will return the excess amount to the Member. Within 48 hours of receiving from PERMA the check register for each check run the previous week and drawn on the bank account established by the member, the Member will review the check register and transfer to PERMA sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member deposits the necessary funds. If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the deposit required by this paragraph, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.

- ii. If paying by cash advance, the Member must deposit and maintain, in a segregated bank account established by PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 90-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly pay the additional amount to PERMA. If PERMA decreases the estimate, PERMA will hold the excess amount to be applied to future Benefit Payments and Allocated Loss Adjustment Expenses, and the Member's future required contributions will be reduced accordingly. Within 48 hours of receiving from PERMA the check register for each check run the previous month and drawn on the bank account established by the member, the Member will review the invoice and check register and pay to PERMA, by the 10th day of the month, sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits

payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member pays the necessary funds to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the payments required by this section, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.

- b. Pay to PERMA, within 30 days of invoice, an annual administrative fee for each claim in the amount set forth in Schedule A and all Allocated Loss Adjustment Expenses.
- c. Promptly upon the commencement of this agreement, and thereafter as may be required by PERMA, provide or cause to be provided to PERMA all required EDI and any other information required by the Worker's Compensation Board. The Member must provide the EDI and other information, at the Member's sole cost and expense, in a form reasonably acceptable to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty because the Member has failed to provide EDI or any other information, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.
- d. Cooperate fully with PERMA by (i) providing all information PERMA reasonably requests, including all information PERMA reasonably deems necessary or helpful to defend any claim; (ii) if another individual or entity is currently holding the Member's funds with respect to any Tail Claims, directing that individual or entity either to transfer those funds to PERMA or to refund those funds to the Member; (iii) when requested by PERMA, attend hearings and trials by an employee or other person knowledgeable of the facts and authorized to resolve the claim; (iv) assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting all hearings, suits and other proceedings; (v) arrange that all claims, all related inpatient and outpatient provider bills of any type and any other correspondence that is received relating to Tail Claims, are sent directly to PERMA.
- e. Pay any costs and expenses incurred in the fulfillment of these obligations of the Member.
- f. Promptly provide PERMA with accurate and complete information regarding all claims transferred to PERMA for claim administration and respond within ten (10) days to any request for additional data from PERMA. The member agrees to reimburse PERMA the full amount of any penalties imposed upon PERMA pursuant to MMSEA Section 111 if said penalties are the result of the members failure to promptly provide PERMA with accurate claim information.

6. Member Compliance with Worker's Compensation Law. This Agreement does not assign or delegate to PERMA any responsibility the Member has under the Worker's Compensation Law, including, but not limited to, the Member's obligation to provide workers'

compensation benefits to its employees, the Member's obligation to report with respect to workers' compensation claims and the Member's record retention obligations with respect to workers' compensation claims. The Member is responsible for all fines and penalties issued under the Worker's Compensation Law as a result of the Member's failure to satisfy those obligations. PERMA does not accept or assume any such responsibility, in whole or in part.

7. Indemnification. PERMA assumes no liability for any obligation of the Member under the Workers' Compensation Law or any decision of the Workers' Compensation Board. The Member will indemnify, defend and hold PERMA, its subcontractors and their respective affiliates, owners, partners, members, officers, directors, shareholders, agents and employees harmless from and against any and all of any kind, including reasonable attorneys' fees and disbursements, except to the extent that the claims, liabilities, damages or expenses are solely caused by PERMA's gross negligence or willful misconduct.

8. Termination. Either party may terminate this agreement on 30 days' notice to the other party. PERMA may terminate this agreement immediately upon notice to the Member if the member fails to pay any amount required to be paid by the member under this agreement. Upon termination, all amounts due PERMA from the Member will become immediately due and payable. The Member's obligations set forth in paragraphs 5 and 7 will survive the expiration or earlier termination of this agreement.

9. Notices. Notices under this agreement must be sent by electronic mail or facsimile to the designated contact at the email or facsimile number shown below. Notice sent to the contact person designated by the Member is notice to the Member.

If to the Member:

Attn: Leonora Liz
Fax: 845-343-1101
Email: lliz@middletown-ny.com
Phone: (845) 346-4150

If to PERMA:

Attn: Mary Beth Woods
Fax: 1-877-737-6232
Email: Underwritingacctmgmt@perma.org
Phone: 518-220-1111

10. Not a contract of insurance. This is not a contract of insurance. PERMA is not and is not, in any way, to be deemed by reason of this agreement to be an insurer, underwriter or guarantor with respect to any benefits payable for which the Member may be liable with respect to the workers' compensation claims that are the subject of this agreement. PERMA is acting under this agreement solely as a claims' administrator with respect to the Tail Claims, and not as an insurer with respect to those or to any other claims. PERMA will not, under any circumstances, advance its own funds on behalf of the Member.

11. Applicable law and forum. This agreement will be construed under and governed by the laws of the State of New York. Any dispute under this agreement must be heard in the Supreme Court of the State of New York, County of Albany. The parties consent to the jurisdiction of that court and the venue.

12. Force majeure. PERMA is not responsible for nonperformance or defective or late performance of its obligations under this agreement if the nonperformance, defective or late performance is due to causes beyond its control and occur without its fault or negligence, including without limitation, acts of God, strikes, war (including civil war), acts of any state or government, fire, explosions, the elements, epidemics, quarantine restrictions, blackout, embargo or unusually severe weather.

13. Third parties. This agreement is not intended to benefit and may not be construed to benefit, or to create any rights in, any third party.

14. Amendments. This agreement may not be modified or amended except in a written document signed by both parties.

15. Severability. If any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the remainder of the agreement, which will remain in full force and effect and will be enforceable in accordance with its terms.

16. Entire agreement; waiver. This agreement constitutes the entire agreement between the parties and supersedes all prior understandings between the parties.

17. No waiver. No waiver or discharge of any breach of this agreement will be effective unless it is in writing signed by the party granting the waiver or discharge. The waiver of any breach of any provision of this agreement is not, and may not be deemed, a waiver of any subsequent breach of any provision of this agreement.

18. Counterparts. This agreement may be executed in multiple counterparts. All of the counterparts will, together, constitute a single, complete and fully executed document.

IN WITNESS WHEREOF, PERMA and the Member have duly executed this agreement as of the day and year first above written.

Public Employers Risk Management Association, Inc.

By: Mary Beth Woods

Mary Beth Woods, Executive Director

City of Middletown

By: _____

Name and Title

Schedule A

Fees

Indemnity Tail Claims \$675.00 per year per claim

Medical Tail Claims \$250.00 per year per claim

Schedule B

Managed Care Fees

Medical Bill Review and PPO Network Charges \$5.60 per bill

Treasury Services-Per Transaction¹

- **Online Review in CareMC/Edge**
- **Explanation of Review**
- **Annual 1099 Reporting**
- **EDI Compliance & Transmission**

\$5.75 per Bill

Includes check fee, postage, duplicate bill fee, electronic submission and State reporting (NY HCRA Surcharge).

Enhanced Medical Bill Review 23% of Savings

Includes technical and professional review of bills for correct coding, up coding, unbundling, national condit edits, facility and surgical bill line item audit, review for non-compensable charges, review of implant charges, validation of diagnostic related group (DRG) coding, and review of non-fee scheduled services for fair and reasonable payment. Fees are calculated based on incremental savings achieved below the State mandated fee schedule.

PPO Network 23% of Savings

Includes access to proprietary national PPO network solution. Fees are calculated based on incremental savings achieved below the State fee schedule and enhanced savings.

Out of Network Negotiations 23% Savings

CorVel may negotiate out of network charges with a medical provider to pay an agreed upon rate. Fees are calculated based on an incremental saving achieved below the State fee schedule and enhanced savings.

Mandatory CMS MMSEA Reporting \$8.75 per transaction

Nurse Case Management (PERMA RN Staff) \$98.00 per hour



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 32-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing an Agreement with Harry F. Rotolo & Son Electric for Fire Alarm System Monitoring at the Recreation Center

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 Harry F. Rotolo & Son Electric for fire alarm monitoring at the recreation center for 2026.

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.

Prepared by:
 Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Rotolo Alarm Agreement
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HARRY F. ROTOLO & SON, INC.

- Contactou -
390 East Main Street • Middletown, New York 10940
Phone 845-343-8160 • Fax 845-343-8610

1

1. Middletown Parks & Recreation Dept. being owner/occupant (lessee) of hereby premises at 393 County Rte. 78, Middletown, NY 10940 hereby rent, from Harry F. Rotolo & Son, Inc., a monitoring system to be delivered and installed at the above premises. This agreement shall commence on January 1st 2025 and last for one year from the commencement date. The above owner/occupant (lessee) shall pay in the sum of \$39.00 per month for maintenance plus taxes.
2. Harry F. Rotolo & Son, Inc., in return for such consideration, agree to keep and maintain said monitoring system in good, serviceable condition and inspect it whenever duly notified.
3. It is further agreed that this contract shall automatically renew itself for the period of one year, and from one year thereafter. If any of the above-mentioned subscribers wants to terminate this contract, then written notice must be provided at least 30 days prior to expiration date. There will be a 4% increase on the monthly maintenance fee after the first year and every year following this contract.
4. In the event of a "breach of contract" to this agreement such as failure of installment payment by owner/occupant (lessee), Harry F. Rotolo, Inc. shall have the right to declare

the entire balance due. Harry F. Rotolo & Son, Inc. shall also have the right to enter the premises for the purpose of removing the system and attempt to collect any charges that have accrued or were accrued, hereunder. Harry F. Rotolo & Son, Inc will not be held liable for any damages to the premises during the time of removal of system.

5. The owner/occupant (lessee) shall not disturb, injure, or remove the monitoring system or and/or permit anyone at anytime to do so. The owner/occupant (lessee) shall indemnify Harry F. Rotolo & Son, Inc. from any losses.
6. Harry F. Rotolo & Son, Inc. is not an insurer and does not undertake to guarantee any loss or damage to the owner/occupant (lessee) by reason of burglary, theft, fire, or any other cause. Harry F. Rotolo & Son, Inc. shall not be liable of any negligence or oversight on the part of its employees.
7. Neither party shall change the terms of this contract except by mutual consent in writing.

Signature _____

Date _____

Please sign and return original document



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 33-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing 2026 Orange County Youth Bureau Grant Funding

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 the Orange County Youth Bureau and accepts the following 2026 grant funding allocations:

- **\$10,000** – Playgrounds & Pools Summer Feeding Program
- **\$11,197** – Youth Fitness Program
- **\$9,339** – Toddler Programming
- **\$14,822** – Boxing Program

Total 2026 Grant Funding: \$45,358

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 execute the agreement and any and all necessary 2026 contracts and requests for funding related to the Orange County Youth Bureau on behalf of the City of Middletown.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 34-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing a Budget Transfer of \$79,109.00 for Integrated Waste Services (IWS)

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment in authorizing the City Treasurer to transfer a total amount of **\$79,109.00** to fund the increase in Integrated Waste Services (IWS) tipping fees for the 2026 fiscal year, as follows:

From	To	Amount
General Fund A.8160.445		\$79,109.00

Prepared by:
 Jacob Tawil

Attachments:

1.	BOE MEMO- IWS TIPPING FEES 2026
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: January 28, 2026

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: IWS Increase in Tipping Fees for 2026

IWS, our MWS haulers, have increased their fees from \$89.92 to \$94.42 causing a shortfall in our landfill garbage line in the amount of \$79,109.00.

This increase is based on the IWS contract with Orange County DPW.

We are requesting your approval of the proposed increase and contract and request the funds transfer to cover.

FROM	AMOUNT	TO
General Fund	\$79,109.00	A.8160.445 Landfill Garbage

Thank you.

JT/kg



December 2, 2025

City of Middletown
Department of Public Works
Jacob Tawil, Commissioner of Public Works
16 James St
Middletown, NY 10940-5724

**Re: Municipal Solid Waste Hauling and Disposal Services Rate Per Ton
January 1, 2026 – December 31, 2026**

Mr. Tawil:

Orange County has opted to renew their contract with Interstate Waste Services RFB-OC129-24, Municipal Solid Waste Hauling and Disposal Services for a period of one (1) year from January 1, 2026 - December 31, 2026.

The bid price for the Renewal Term is as follows: \$94.42 per ton

Effective, January 1, 2026, The City of Middletown Rate Per Ton will be adjusted as follows:

2025 Rate Per Ton: \$89.92
2026 Rate Per Ton: \$94.42

Sincerely,

Marisa Kellerhouse
Director of Key Accounts

Interstate Waste Services, Inc.

300 Frank W. Burr Boulevard, Suite 39, Teaneck, New Jersey 07666 • 1-866-DIAL-IWS • interstatewaste.com



**AMENDMENT NO. 1 TO
AGREEMENT FOR VENDOR SERVICES**

This Amendment modifies an Agreement for Vendor Services ("Agreement"), related to *Municipal Solid Waste Hauling and Disposal Services*, dated March 4, 2025, by and between the County of Orange, a municipal corporation and County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York 10924 ("County"), and **Interstate Waste Services, Inc.**, a domestic limited liability company, with principal offices at 300 Frank W. Burr Boulevard, Suite 39, Teaneck, NJ 07666 ("Vendor").

Pursuant to Article 23 of the Agreement, the parties agree to the following modifications:

1. Pursuant to the TERM section on page 21 of the RFB, annexed as part of Schedule A of the Agreement, the County is exercising the **first of two (2) renewal options**, to extend the end date in Article 2 of the Agreement for an additional one (1) year.
2. The end date of the term in Article 2 of the Agreement is hereby extended from December 31, 2025, to December 31, 2026. The period from January 1, 2026, to December 31, 2026, is the 1st Extension Term.
3. The not-to-exceed cost for Vendor's satisfactory performance of the services identified in and/or required by the Agreement during the 1st Extension Term is \$7,742,440.
4. Continuing Iran Divestment Act Compliance:
 - a. Vendor certifies in accordance with State of New York's State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>
 - b. Vendor agrees that should it seek to further renew or extend this Agreement, it must provide the same certification at the time this Agreement is renewed or extended. Vendor also agrees that any proposed assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by County.
 - c. During the term of this Agreement, should County receive information that Vendor is in violation of the above-referenced certifications, County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Iran Divestment Act (State of New York's State Finance Law §165-a) within ninety (90) days after the determination of such violation, then County shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Vendor in default and terminating this Agreement in accordance with applicable provisions of this Agreement. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim

damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

- d. County reserves the right to reject any request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.
- 5. All other terms of the Agreement, except as specifically modified herein, shall remain in full force and effect.
- 6. The parties have duly executed this Amendment, effective as of **January 1, 2026**.

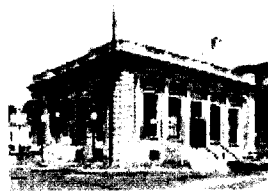
COUNTY OF ORANGE

INTERSTATE WASTE SERVICES, INC.

By: _____
Stefan (Steven) M. Neuhaus
County Executive

By: _____
Name:
Title:

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

January 28, 2026

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 \$25,579 in funding from the Orange County Youth Bureau for 2026.

The purpose of these grants is to serve the youth of Middletown. Specifically, the Junior Police Academy, Youth Outreach, and the Youth Leadership Academy.

Kindly prepare a resolution allowing us to accept this funding and to sign the OCYB contracts. A copy of these awards are attached for your review.

Youth Leadership Academy \$15,000 expense line A.3148.900
Junior Police Academy \$10,579 expense line A.3148.932

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

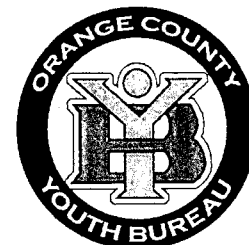
Ⓟ 1/28/2026



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 48 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

January 15, 2026

Mayor Joseph DeStefano
City of Middletown: Police Department - Junior Police Academy
2 James Street
Middletown, NY 10940

Dear Mayor DeStefano,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved the following proposal for funding for **2026 through Municipality RFP-YB02-25**.

<u>Program Name & Total Funding Amount:</u>	<u>Funding Amount & Type(s):</u>	<u>Projected Breakdown for STATE and/or County funds to be claimed in 2025:</u>
Junior Police Academy	\$ 10,579 Youth Development Program*	\$ 10,579 State YDP *For expenses from Jan 15 th through Sept 30 th only
Total Funding Amount: \$ 10,579		\$ 0 State Click Here *For expenses from Oct 1 st through Dec 31 st only
	\$ 0 SOL	NOTE: County "Solutions" funding can be claimed for expenses from Jan 1 through Dec 31.
Contingencies/Comments:		

* Please refer to the breakdown above for how funding will be distributed. We will notify you if changes are made to the funding categories (State vs. County) and/or breakdown of distribution. Your contract will run within the County's calendar year contract from January through December. Fiscal claims and program reports will be due on a quarterly basis, unless otherwise noted.

NOTE FOR STATE FUNDED PROGRAMS: As of January 2023, the NYS Office of Children & Family Services funding year through Youth Bureaus runs between two calendar years (October through September). Youth Bureau staff will assist funded programs to make annual reporting adjustments align with State requirements within the County's calendar year contract and yearend deadlines. Please feel to contact our office with any questions.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

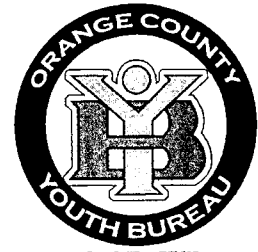
Website: www.OrangeCountyGov.com/YouthBureau



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 48 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

January 15, 2026

Mayor Joseph DeStefano
City of Middletown: Police Department - Youth Community Outreach
2 James Street
Middletown, NY 10940

Dear Mayor DeStefano,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved the following proposal for funding for **2026 through Municipality RFP-YB02-25**.

<u>Program Name & Total Funding Amount:</u>	<u>Funding Amount & Type(s):</u>	<u>Projected Breakdown for STATE and/or County funds to be claimed in 2025:</u>
Youth Community Outreach	\$ 3,000 Youth Development Program*	\$ 0 State YDP *For expenses from Jan 15 th through Sept 30 th only
Total Funding Amount: \$ 10,000	\$ 7,000 SOL	\$ 3,000 State YDP *For expenses from Oct 1 st through Dec 31 st only NOTE: County "Solutions" funding can be claimed for expenses from Jan 1 through Dec 31.
Contingencies/Comments:		

* Please refer to the breakdown above for how funding will be distributed. We will notify you if changes are made to the funding categories (State vs. County) and/or breakdown of distribution. Your contract will run within the County's calendar year contract from January through December. Fiscal claims and program reports will be due on a quarterly basis, unless otherwise noted.

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DEPARTMENT OF FINANCE

City Of Middletown

Leonora Liz
Treasurer

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

1/15/2025

Dear Valued Vendor,

We kindly ask that all outstanding invoices be submitted no later than **January 20, 2025**, to ensure they can be processed before the City of Middletown's closeout of Fiscal Year 2025.

If you have already submitted your invoice, please disregard this message.

Thank you for your continued partnership and cooperation.

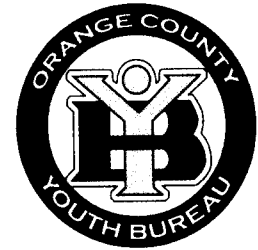
Sincerely,

Leonora Liz
City Treasurer



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU
Over 48 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

January 15, 2026

Mayor Joseph DeStefano
City of Middletown: Police Department - Youth Leadership Academy
2 James Street
Middletown, NY 10940

Dear Mayor DeStefano,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved the following proposal for funding for 2026 [REDACTED].

<u>Program Name & Total Funding Amount:</u>	<u>Funding Amount & Type(s):</u>	<u>Projected Breakdown for STATE and/or County funds to be claimed in 2025:</u>
Youth Leadership Academy	\$ 5,000 Youth Development Program*	\$ 0 State YDP *For expenses from Jan 15 th through Sept 30 th only
Total Funding Amount: \$ 15,000	\$ 10,000 SOL	\$ 5,000 State YDP *For expenses from Oct 1 st through Dec 31 st only NOTE: County "Solutions" funding can be claimed for expenses from Jan 1 through Dec 31.
Contingencies/Comments:		

* Please refer to the breakdown above for how funding will be distributed. We will notify you if changes are made to the funding categories (State vs. County) and/or breakdown of distribution. Your contract will run within the County's calendar year contract from January through December. Fiscal claims and program reports will be due on a quarterly basis, unless otherwise noted.

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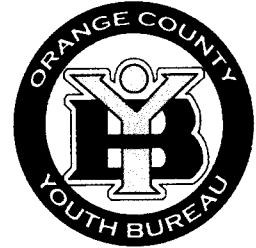
Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU **Over 48 Years Promoting Positive Youth Development!**



Rachel R. Wilson
Executive Director

A contract package with instructions will be forthcoming.

Before you receive your contract package, please be sure to follow up on the items below to assist us with processing your 2026 contract in a timely manner:

#1. Revisions to your 2026 Application(s): If the amount listed above is different from your RFP submission requested amount, you need to submit revised budget paperwork to reflect your final allocation amount(s) to Nicole Griffin at nmgriffin@orangecountygov.com **AND** Michelle Serrata at mserrata@orangecountygov.com **AND** Linda VanDunk at lvandunk@orangecountygov.com.

Any programmatic revisions on programmatic forms can be submitted to your Youth Program Technician:

- Michael Bark at mbark@orangecountygov.com
- Linda Seppey at lseppey@orangecountygov.com.
- Melissa Yadanza at myadanza@orangecountygov.com

Please see attached documents to use for any needed revisions **AND** refer to Contingencies/Comments on page 1 of this letter regarding anything additional that may be required.

Note: ALL revisions are due by **THURSDAY, January 29th, 2026.**

#2. Resolution: To help with the contract turnaround time, please try to submit this by January 29th, 2026. We recognize it takes time to work around the schedule of municipal meetings and will extend this deadline if your municipality needs. If you need extension, please let us know what date you can submit it by.

#3. Required Insurance Forms: For the 2026 contract year, the County will require 3 separate updated insurance forms. ALL forms must list the name of your nonprofit/municipality as it appears on your federal identification form. You are asked to submit these insurance forms, **BY JANUARY 29th, 2026**, even before you receive your contract, to help the process go quicker.

The 3 insurance forms you must submit to the Youth Bureau are as follows:

- 1. Certificate of Liability Insurance Form (will need to include Sexual Abuse and Molestation coverage):**
 - Under "Description of Operations," the County of Orange must be listed as Additional Insured.
 - Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:
The County of Orange
c/o Orange County Youth Bureau
40 Matthews St, Suite 301-C
Goshen, N.Y. 10924

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 48 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

2. Certificate of Workers' Compensation Form: The County is requesting form C-105.2, U-26.3, CE-200, SI-12, or GSI-105.2. The "Certificate Holder" box must also include the same wording as requested above.

3. Workers' Compensation Certificate of Disability Benefits Insurance: The County is requesting form DB-120.1, CE-200, or DB-155. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Orange c/o Orange County Youth Bureau, (as above) must be shown.

Please notify your insurance agencies/brokers of this information. NO contracts will be processed by the County for year 2026 UNLESS all applicable revisions are submitted and the proper insurance is in place. The forms may be e-mailed to mserrata@orangecountygov.com or mailed to the attention of Michelle Serrata.

Note: If the insurance expires at any time during the year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please contact Linda at 845-615-3620.

#4. Additional Required Forms: Resumes/job applications for each position you have listed on your Budget, Personnel Time Payment, and Staff Qualifications pages **by the end of January, 2026**. If your program is a Summer program, or will not start until after January, please submit as soon as you have them.

We continue to work very hard in our office to do our best to streamline the contract process and to shorten the turnaround time to securing your contract. We appreciate your attention to submitting everything in a timely manner.

Please remember to use the following tagline(s) depending on what type of funding you have been allocated on all of your marketing materials related to this program(s). Contact us if you would like to include the Youth Bureau logo.

- a. YDP, YSEF, or RHY funding: "Funded by the New York State Office of Children and Family Services through the Orange County Youth Bureau"
- b. Solutions funding: "Funded by Orange County Solutions funding through the Orange County Youth Bureau"
- c. YDP, YSEF, RHY, and Solutions funding: "Funded by the New York State Office of Children and Family Services and Orange County Solutions funding through the Orange County Youth Bureau"

We also ask that you tag us @OrangeCountyYB for any of your Facebook posts related to this funded program.

As always, please do not hesitate to contact the Youth Bureau for any assistance.

Sincerely,

Rachel R. Wilson
Executive Director

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2026

Date Submitted/Revised _____

MUNICIPALITY: _____

PROGRAM TITLE: _____

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

Table with 5 columns: POSITION TITLE, RATE OF PAY, BASIS (H,W, BW,SM), TOTAL PROGRAM AMOUNT(1), TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM. Includes sub-totals for salaries, fringes, and total personal services.

CONTRACTED SERVICES AND STIPENDS:

Table with 5 columns: TYPE OF SERVICE OR CONSULTANT TITLE, RATE OF PAY, BASIS (S,M,HR), TOTAL PROGRAM AMOUNT(1), TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM. Includes sub-totals for contracted services and maintenance & operation.

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

Table with 3 columns: PROGRAM SITE ADDRESS, TOTAL PROGRAM AMOUNT, TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM. Includes sub-total for facility repairs.

NEEDS TO MATCH PROPOSAL COVER PAGE TOTAL PROGRAM AMOUNT \$0.00

NEEDS TO MATCH PROPOSAL COVER PAGE + TOTAL YOUTH BUREAU FUNDS REQUESTED \$0.00

maximum of \$55,000 for YB Funds Requested
maximum of \$50,000 for Youth Sports & Education Programs

Table for Cost per Participant with columns for youth/adult participants and budgeted costs.

To be completed by Youth Bureau only: Allocation is the same as the Request, NO fiscal revisions needed; Allocation is different from the Request, Total Program Amount the same; Allocation is different from the Request, Total Program Amount is different; Budgetary Revisions Required.



Orange County Youth Bureau
Request for Proposals
FOR MUNICIPALITIES
for January 15 through December 31, 2026 Funding



REVISED NARRATIVE PROPOSAL FORMS - BASED ON ALLOCATION

Please provide the following items that are checked as they are required to go into contract.

- Certificate of Liability Insurance Form
- Certificate of Workers' Compensation Form
- Workers' Compensation Certificate of Disability Benefits Insurance
- Most recent Certified Financial Statements. (UNLESS submitted during original RFP submission)

Since the following were signed and submitted in 2025 during the RFP submission period, please provide completed and signed versions of the following:

- NON-COLLUSION CERTIFICATION (included in this document)
- DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS (included in this document)
- IRAN DIVESTMENT ACT CERTIFICATION (included in this document)

NOTE: Please refer to your Award letter for any Comments and/or Contingencies specific to your program and allowable expenses.

Your assigned Youth Program Technician will also be reaching out to you to assist with what additional information (if any) is needed.

➤ **If your program is awarded the same amount that was requested:**

a) NO revisions are needed:

- COMPLETE: NON-COLLUSION CERTIFICATION, DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS, and IRAN DIVESTMENT ACT CERTIFICATION.
- And then you can disregard rest of the document.

b) You will still need to submit the documents checked off above.

➤ **If your program is awarded LESS THAN the same amount that was requested:**

a) COMPLETE: NON-COLLUSION CERTIFICATION, DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS, and IRAN DIVESTMENT ACT CERTIFICATION.

b) Revisions will be needed **ONLY** to the pages that need to be updated to reflect any changes that are being made to the program

- All pages that reflect the budget (can be found in separate Excel attachment)
- Any of the following narrative pages IF the program is being reduced based on the allocation (i.e. Numbers of youth to be served, amount of programming, modifications to program model)

c) You will still need to submit the documents checked off above.



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Orange County Youth Bureau RFP-YB02-25 FOR MUNICIPALITIES

NON-COLLUSION CERTIFICATION

- (a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition."
- (b) A Bid shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1)-(3) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subparagraph (a)(1)-(3) of this certification, shall be deemed to have been authorized by the board of directors of the Bidder, or other authorizing body or vote of the bidders business entity if other than a corporation and such authorization shall be deemed to include the signing and submission of the Bid and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Bid.

DATE

SIGNATURE

NAME

TITLE

BUSINESS NAME



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Orange County Youth Bureau RFP-YB02-25 FOR MUNICIPALITIES

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No Yes

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

Print Name:

Title:

Date:



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Orange County Youth Bureau RFP-YB02-25 FOR MUNICIPALITIES

Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Applicant must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Applicant" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Applicant fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Applicant that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Applicant is necessary to protect public property or public health safety, and that the Applicant is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Applicants.



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Orange County Youth Bureau RFP-YB02-25 FOR MUNICIPALITIES

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Applicant certifies as true under the penalties of perjury that:

By submission of this proposal each Applicant and each person signing on behalf of any Applicant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Applicant is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Applicant cannot make the certification, the Applicant shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Applicant who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

BUSINESS NAME: _____

For the next pages, you only need to complete the individual pages that need to be changed due to your allocation. If you are not making any programmatic changes or changing the number of youth served, then you do not need to complete any of the following pages.

Demographic and Programmatic Narrative:

DATE OF REVISION

Demonstrate the local need for this program. Include local data, including statistics, and cite data sources.
100 word maximum.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics (i.e. high risk populations for juvenile justice, substance abuse, runaway/homeless and/or teen pregnancy related systems; and/or individuals with developmental, physical, mental, emotional and/or behavioral disabilities; and/or or identify as LGBTQ+; and or are a part of a military family. Describe any traditionally underserved or disadvantaged youth population(s) to be supported by this program and how the program will outreach to these population(s). Consider youth of all genders, youth with disabilities, youth in "opportunity deserts," youth living in traditionally under-resourced communities, etc..
100 word maximum.

DATE OF REVISION _____

Please describe how one or more of the following will be incorporated into the program*:

1. Educational connection and achievement: More youth attending and completing school with increased attainment, including programs that have collegiate placement success.
2. Physical health and well-being: Increasing physical activity and positive relationship to one's body.
3. Mental health and well-being: Improving outcomes related to youth mental health and social and emotional skills development and connectedness.
4. Employment: Increasing qualifications and skills, such as collective problem solving, teamwork, and dispute resolution, which help prepare youth for suitable employment.
5. Community cohesion: Breaking down barriers to reduce discrimination, crime, and violence in communities, and help young leaders emerge.

*Please refer to <https://ocfs.ny.gov/programs/youth/ya-services/> and <https://ocfs.ny.gov/programs/youth/assets/docs/Youth-Athletic-Programs-Keeping-Them-Safe-and-Positive.pdf> for a list of suggested resources.

To assist the Youth Bureau with identifying which funding category (i.e. Youth Sports & Education vs. Youth Development Program) would be most appropriate for this program (if awarded):

Please describe what physical recreation, youth sport, and/or athletic instruction this program offers youth. If this program does not provide any of these, please answer "N/A".

Municipality: _____	Program Name: _____
Program Offering Summary	
DATE OF REVISION _____	

How much? (use whole numbers) Please use whole numbers when entering information for Sex, Race/Ethnicity, Ages, and NOT percentages.
 *Per updated categories required by the New York State Office of Children & Family Services

Total youth to be served: _____	
SEX:	Male: _____ Female: _____ X: _____
	Trans-Boy/Man: _____ Trans-Girl/Woman: _____ GNC/Non-binary: _____ Other: _____
AGES:	0-4: _____ 5-9: _____ 10-14: _____ 15-17: _____ 18-20: _____
Disconnected Youth	<p>DOES TARGET POPULATION INCLUDE DISCONNECTED YOUTH?: <input type="checkbox"/> No <input type="checkbox"/> Yes (Enter number of participants per population listed below)</p> <p>Youth aging out of foster care: _____ <input type="checkbox"/> Projected Number <input type="checkbox"/> Documentation available Children of incarcerated parents: _____ <input type="checkbox"/> Projected Number <input type="checkbox"/> Documentation available Youth in juvenile justice system who re-enter the community: _____ <input type="checkbox"/> Projected Number <input type="checkbox"/> Documentation available Runaway and Homeless Youth: _____ <input type="checkbox"/> Projected Number <input type="checkbox"/> Documentation available</p>

RACE/ETHNICITY OF PROGAM PARTICIPANTS:
 (Enter number of participants per race or ethnic group)

_____ White	_____ Black or African American	_____ Hispanic or Latino	_____ American Indian or Alaskan Native	_____ Two or more Races Other (specify): _____
_____ Asian/Bangladeshi	_____ Asian/Burmese	_____ Asian/Chinese	_____ Asian/Filipino	_____ Asian/Indian
_____ Asian/Korean	_____ Asian/Japanese	_____ Asian/Nepalese	_____ Asian/Pakistani	_____ Asian/Vietnamese
_____ Asian/Other	_____ Pacific Islander/Guamanian and Chamorro	_____ Pacific Islander/Native Hawaiian	_____ Pacific Islander/Samoan	_____ Pacific Islander/Other

PRIMARY LANGUAGES SPOKEN AT HOME:
 (Enter number of participants per language spoken in their home)

_____ Arabic	_____ Bengali	_____ Chinese	_____ English	_____ French
_____ Haitian Creole	_____ Italian	_____ Korean	_____ Polish	_____ Russian
_____ Spanish	_____ Urdu	_____ Yiddish	_____ Other (specify language): _____	

Municipality:	Program Offering Summary	- continued	DATE OF REVISION
How well & Is anybody better off?			
Program Name:			

PARTICIPANT OUTCOMES (Max 3) Change in knowledge, skills, or behavior due to participating in program.	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes.	PERFORMANCE TARGETS FOR EACH OUTCOME # and/or % of youth who will reach each listed outcome.	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured? **Unless a drop-in program, attendance is not an outcome measurement

MUNICIPAL PROGRAM PROFILE

DATE OF REVISION

PROGRAM SUMMARY: (100 word maximum) Include in your summary; **TARGET POPULATION** – include the total number and characteristics of the youth to be served; **GEOGRAPHIC AREA** (i.e. school district, city/town/village) in which program will operate; and **SERVICE METHODS** – key services and activities to be used.

Please describe the efforts to be taken by the program to ensure the physical and psychological safety of youth participants. Consider policies, procedures, trainings, and activities conducted by the program that will prevent child abuse and enhance interpersonal safety of youth participants.*

*Please refer to <https://ocfs.ny.gov/programs/youth/ya-services/> and <https://ocfs.ny.gov/programs/youth/assets/docs/Youth-Athletic-Programs-Keeping-Them-Safe-and-Positive.pdf> for a list of suggested resources.

8 Features of Positive Youth Development **DATE OF REVISION** _____

Features of Youth Development Settings are processes or "active ingredients" community programs should use in designing programs to facilitate positive youth development. The implementation of these features varies across programs because they have diverse clientele and different constraints, resources, and goals.

Features of Youth Development Settings (School, Home, Community)	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings. (Include policies, procedures, activities in 100 words maximum per Feature)
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	

<p>Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.</p>	
<p>Support for Efficacy and Mattering (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.</p>	
<p>Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.</p>	
<p>Integration of Family, School, and Community Efforts. (Do not exceed the space allotted) Concordance; coordination and synergy among family, school, and community.</p>	

	<p>NOTE: Monitoring and Evaluation are <u>DIFFERENT</u>. Please do not use terms interchangeably. Please see red highlights for checklists of what to include in each description.</p> <p>Monitoring: Describes how program is reviewed/checked in on DURING the duration of when program is running.</p> <p>Evaluation: Describes the process used to measure if the participants achieved the objectives of the program.</p>
<p>Monitoring (Do not exceed the space allotted) Monitoring is defined as a systematic review of program based upon requirements of a contract, rules, regulations, policies and/or state and local laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/application/proposal and how it complies with requirements. Describe the process to be used to monitor your program based on the above definition. Please include the person(s) responsible for monitoring, frequency of monitoring, and documentation of monitoring activities.</p>	
<p>Evaluation Methods (Do not exceed the space allotted) Evaluation is the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program. Evaluations can verify if the program is actually running as originally planned. Describe the process to be used to evaluate the attainment of the objectives/outcomes. Please include the person(s) who conduct the evaluation, the objectives/outcomes that will be measured, when the evaluation will be conducted, and how results will be used.</p>	

PROGRAM LOGISTICS SUMMARY **DATE OF REVISION** _____

Municipality Name: _____

Program Name: _____

If more than 3 Sites, please attach additional pages & specify additional Site number in Facility Name (i.e. #4).

Site 1: Facility Name: _____

Facility Type: [Click Here](#) Select ONE

Address: _____

Program Offering/Component Name: _____

Operation Period: ____ / ____ / ____ to ____ / ____ / ____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

School Year/ Year-Round Days of Operation:

M T W Th F Sa Su

Times: _____ to _____

Summer Days of Operation:

M T W Th F Sa Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Site 2: Facility Name: _____

Facility Type: [Click Here](#) Select ONE

Address: _____

Program Offering/Component Name: _____

Operation Period: ____ / ____ / ____ to ____ / ____ / ____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

School Year/ Year-Round Days of Operation:

M T W Th F Sa Su

Times: _____ to _____

Summer Days of Operation:

M T W Th F Sa Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Site 3: Facility Name: _____

Facility Type: [Click Here](#) Select ONE

Address: _____

Program Offering/Component Name: _____

Operation Period: ____ / ____ / ____ to ____ / ____ / ____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

School Year/ Year-Round Days of Operation:

M T W Th F Sa Su

Times: _____ to _____

Summer Days of Operation:

M T W Th F Sa Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES DATE OF REVISION			
Program Name:			
POSITION/TITLE* (Specify paid personnel vs. paid consultants vs. volunteer)	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES

*For Each Paid Position: Titles Must Be Exactly the Same as on the Total Budget & Personnel-Time/Payment pages

SCHOOL AGE CHILD CARE & SUMMER CAMP SECTION DATE OF REVISION _____

In order to know what constitutes a School-Age Child Care Program, please visit <https://ocfs.ny.gov/programs/childcare/policies/Childcare-Policy-16-1-What-Constitutes-School-Age-Child-Care-Program.pdf>

1. Is your proposed program required to be registered with the Office of Children and Family Services (OCFS) as school-age child care (SACC)?
 Yes No
 I don't know, and I would like additional information
2. If you answered "Yes", is your proposed program currently registered with the Office of Children and Family Services (OCFS)?
 Yes No In progress as of _____(insert date)

ONLY FOR PROGRAMS OPERATING BETWEEN June 1st and September 15th or between May 15th and September 15th:

In order to know the definition of a Summer Day Camp, Traveling Summer Day Camp, Overnight Camp, etc., please visit <https://regs.health.ny.gov/content/section-7-22-definitions>. Additional information can also be found <https://www.health.ny.gov/publications/3603/>.

3. Is your proposed program required to be licensed with the New York State Department of Health as Summer Day Camp, Traveling Summer Day Camp, or Overnight Camp?
 Yes No
 I don't know, and I would like additional information
4. If you answered "Yes", is your proposed program currently registered with the New York State Department of Health?
 Yes No In progress as of _____ (insert date)



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 36-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing the Sale of Real Property Located at 218–220 Monhagen Avenue to the Middletown Housing Authority (MHA)

WHEREAS, the City of Middletown is the owner of certain real property located at **218–220 Monhagen Avenue, Middletown, New York**, also known as **Section 20, Block 2, Lot 7** on the City of Middletown Tax Map; and

WHEREAS, the City of Middletown has determined that the conveyance of said property to the **Middletown Housing Authority** will further the public purpose of expanding and supporting affordable housing opportunities within the City; and

WHEREAS, the City of Middletown and the Middletown Housing Authority have entered into a **Contract of Sale dated December 18, 2025**, for the transfer of the property for the purchase price of **One Dollar (\$1.00)**, subject to the terms and conditions contained therein; and

WHEREAS, the Contract of Sale provides that the premises shall be utilized solely for purposes consistent with the mission of the Middletown Housing Authority and shall not be sold or transferred without the consent of the City of Middletown; and

WHEREAS, the Contract further provides that said conditions shall run with the land and be incorporated into the deed conveying the property; and

WHEREAS, the Common Council of the City of Middletown has reviewed the proposed transaction and finds it to be in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, and hereby authorizes the sale and conveyance of the real property located at 218–220 Monhagen Avenue, Middletown, New York, to the Middletown Housing Authority, in accordance with the terms and conditions set forth in the Contract of Sale; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Middletown is hereby authorized and directed to execute all documents necessary to effectuate the transfer of said property, including but not limited to the Contract of Sale and deed of conveyance; and

BE IT FURTHER RESOLVED, that the conveyance shall be subject to all covenants, restrictions, and conditions set forth in the Contract of Sale, including the requirement that the property be used in furtherance of affordable housing purposes and not transferred without the City’s consent; and

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	218-220 monhagen
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MACVEAN, LEWIS, SHERWIN & McDERMOTT, P. C.

JEFFREY D. SHERWIN
THOMAS P. CLARKE
KEVIN F. PRESTON

OF COUNSEL
HON. ROBERT A. ONOFRY
NYS SUPREME COURT JUSTICE
(RET.)

ATTORNEYS AT LAW

34 GROVE STREET - P.O. BOX 310
MIDDLETOWN, NEW YORK 10940
(845) 343-3000
(845) 856-5178
FAX (845) 343-3866

PAUL T. McDERMOTT (RET.)
KENNETH A. MACVEAN
(1926-1999)
KERMIT W. LEWIS
(1923-2002)
LOUIS H. SHERWIN
(1917-2013)
V. FRANK CLINE
(1919-1997)

REFER TO: J241-25

December 18, 2025

BY EMAIL

Mayor Joseph DeStefano
City of Middletown
16 James Street
Middletown, New York 10940

Alex Smith, Esq.
Corporation Counsel
City of Middletown
16 James Street
Middletown, New York 10940

Re: Middletown Housing Authority from City of Middletown
Premises: 21-8-220 Monhagen Avenue, Middletown, New York 10940

Dear Joe and Alex:

Please find enclosed contract in the above captioned matter, which has been signed by Deborah Mills, Chairperson of the Middletown Housing Authority. We did not make any changes to the contract.

If everything is in order, kindly have Joe sign the contract and return it to me at your earliest convenience.

We will order title from Hill-N Dale Abstractors and also have a survey conducted.

I would like to thank each of you for your courtesies with respect to this matter. I also would like to personally wish each of you a happy and healthy holiday season.

Sincerely yours,


JEFFREY D. SHERWIN

JDS:bct
Encl.

CONTRACT OF SALE

DATE

CONTRACT OF SALE made as of the day of November, 2025

PARTIES BETWEEN

CITY OF MIDDLETOWN

Address: 16 James Street, Middletown, New York 10940
hereinafter called "SELLER" who agrees to sell, and

MIDDLETOWN HOUSING AUTHORITY

Address: 22 Sweezy Avenue, Middletown, New York 10940
hereinafter called "PURCHASER", who agrees to buy

The property located at **218-220 Monhagen Avenue**, Middletown, New York 10940, including all buildings and improvements, if any, thereon (the "PREMISES") (more fully described on a separate page marked "Exhibit A"), and also identified on the Tax Map of the City of Middletown, County of Orange, New York as: **Section 20, Block 2, Lot 7.**

PURCHASE PRICE

1. The purchase price is **\$1.00** payable as follows.

SUBJECT TO PROVISIONS:

2. The PREMISES are to be transferred subject to:
 - a. All present and future building, zoning and other restrictions, regulations, laws, ordinances, resolutions and orders of any State, municipal or other governmental authorities having jurisdiction over the PREMISES or the use or improvement thereof.
 - b. The rights of utility companies, if any, to install, maintain and operate lines, poles, pipes, distribution boxes, and other equipment and installations over, under or along the street next to the PREMISES or the part of the PREMISES next to the street, or running to improvements on the PREMISES.
 - c. Encroachments and projections of walls, foundations, trim, fences or other improvements, installations or appurtenances onto the PREMISES or from the PREMISES onto adjoining property; variations between record lines and any tax map; and consents for the erection and maintenance of any structures on, under or above any streets or roads adjoining the PREMISES.

- d. Such state of facts as an accurate survey may reveal.
- e. Real estate taxes and water and sewer charges, subject to adjustment as hereinafter provided.

TITLE COMPANY APPROVAL:

3. PURCHASER agrees to promptly apply for and procure a title insurance commitment from, and to cause title to the PREMISES to be searched and examined by a duly licensed and reputable title insurance company (the "title company"). PURCHASER agrees to promptly deliver to SELLER'S attorney, Alex Smith, Esq., 16 James Street, Middletown, New York 10940, a copy of the title company's title report or commitment, and any tax search, departmental searches, survey and survey reading. PURCHASER shall **promptly notify** SELLER'S attorney of any objections disclosed by the title and municipal searches. The failure by PURCHASER to so notify SELLER'S attorney within a reasonable time prior to Closing shall constitute a waiver by PURCHASER of any and all objections and defects in SELLER'S title that would have been disclosed by such prompt notification. PURCHASER shall pay all expenses for examination of title, the premium for any title insurance policy, and all other title, survey or other expenses incurred in connection with this Contract or the Closing.

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

5. In the event that SELLER cannot remedy defects in title, or the title company elects not to insure the PREMISES or requires conditions that neither SELLER nor PURCHASER can meet, then PURCHASER can elect to declare this Contract of Sale terminated or null and void.

CLOSING DEFINED AND FORM OF DEED:

6. "Closing" means the settlement of the obligations of SELLER and PURCHASER to each other under this Contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER – or an entity designated by PURCHASER for the purpose of temporarily holding title to the PREMISES -- of a Bargain and Sale Deed with Covenant Against Grantor's Acts in proper statutory form for recording so as to transfer

full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law. The deed must also contain the restrictions hereinafter described as permanent covenants running with the land.

CLOSING DATE AND PLACE:

7. Closing will take place at the office of SELLER'S attorney on or about **December 30, 2025**.

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES, ETC.:

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

SELLERS' INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

9. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all charges made for:

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

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

CONDITION OF PROPERTY:

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

12. PURCHASER acknowledges that neither SELLER nor any representative or agent

of SELLER have made any representation or warranty as to the physical condition, state of repair, expenses or operation of the PREMISES or any matter or thing affecting or relating to the PREMISES or this Contract, except as specifically set forth herein. SELLER shall not be liable or bound in any manner by any oral or written statement, representation, agreement or information relating to the PREMISES or this Contract furnished by any real estate broker, agent or other person, unless specifically set forth herein.

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

ASSIGNMENT:

14. PURCHASER may not assign this Contract without the prior written consent of the SELLER. Any attempted assignment without such consent shall be null and void.

CONDITIONS AND COVENANTS RUNNING WITH THE LAND

15. This Contract is conditioned upon the following:

A. The PREMISES may only be utilized for purposes within the mission of the PURCHASER to construct and manage affordable housing within the City of Middletown.

B. The PREMISES may not be sold or transferred without the consent of the City of Middletown.

16. The above conditions will be placed in the Deed conveying this PREMISES as covenants running with the land.

COMMON COUNCIL APPROVAL

17. This Contract is conditioned upon approval by the City of Middletown Common Council.

DEFAULT

18. If SELLER willfully defaults under this Contract, PURCHASER shall have such remedies as PURCHASER shall be entitled to at law or in equity, including, without limitation, specific performance. If PURCHASER willfully defaults under this Contract,

SELLER shall have such remedies as SELLER shall be entitled to at law or in equity.

ENTIRE AGREEMENT:

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

CHANGES MUST BE IN WRITING

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

SURVIVAL:

21. None of the representations, warranties, covenants or other obligations of SELLER hereunder shall survive the Closing, except as expressly provided herein. Acceptance of the deed by PURCHASER shall be deemed full and complete performance and discharge of every agreement and obligation of SELLER hereunder, except those, if any, which expressly are stated herein to survive the Closing.

SINGULAR ALSO MEANS PLURAL:

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

BINDING EFFECT:

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

IN WITNESS WHEREOF, SELLER AND PURCHASER have duly executed this

Contract on the date first above written.

CITY OF MIDDLETOWN, Seller
By:



Joseph DeStefano, Mayor

**MIDDLETOWN HOUSING
AUTHORITY, Purchaser**

By:



Debra Mills, Chairperson



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 37-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing a Municipal Firefighter Training Memorandum of Understanding (MOU) with the New York State Division of Homeland Security and Emergency Services / Office of Fire Prevention and Control

WHEREAS, the City of Middletown employs firefighters pursuant to New York State Civil Service Law §58-a to provide fire protection and emergency services to its residents; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services / Office of Fire Prevention and Control (“DHSES/OFPC”) is authorized under Executive Law §§156 and 158 to establish minimum firefighter training standards and to provide and certify such training; and

WHEREAS, DHSES/OFPC offers firefighter training programs through the New York State Academy of Fire Science and approved local training programs; and

WHEREAS, the City of Middletown desires to participate in such training programs to ensure its

firefighters meet all applicable state training, certification, and safety requirements; and

WHEREAS, DHSES/OFPC requires municipalities to execute a Municipal Firefighter Training Memorandum of Understanding in order to participate in said training programs; and

WHEREAS, the Memorandum of Understanding establishes the terms and conditions governing such training, including authorization procedures, liability provisions, and compliance with applicable State and federal laws;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the Mayor to execute the Municipal Firefighter Training Memorandum of Understanding with the New York State Division of Homeland Security and Emergency Services / Office of Fire Prevention and Control, in substantially the form presented; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute any and all related documents necessary to effectuate this agreement, including required Training Authorization Letters.

Prepared by:
Robert Brady, Chief FD

Attachments:

1.	FF Training MOU - FINAL
----	-------------------------

New York State Division of Homeland Security and Emergency Services/Office of Fire Prevention and Control Municipal Firefighter Training Memorandum of Understanding

THIS AGREEMENT, made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services/Office of Fire Prevention and Control (hereinafter referred to as "DHSES/OFPC" or "State"), having its principal place of business located at the W. Averell Harriman State Office Campus, 1220 Washington Avenue, Albany, New York 12226 and _____ (Name of Municipality, hereinafter referred to as "Municipality"), having its principal place of business located at _____ . Each Party to the Agreement is referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Municipality employs firefighters pursuant to Civil Service Law § 58-a for the protection and safety of its residents; and

WHEREAS, Executive Law § 158 authorizes DHSES/OFPC to set minimum training standards for firefighters, including basic and in-service training, and requires DHSES/OFPC to approve such programs and certify the firefighters' completion of the aforementioned training programs to successfully carry out their duties and responsibilities; and

WHEREAS, the Municipality desires to send its firefighters to DHSES/OFPC to receive such firefighter training; and

WHEREAS, pursuant to Executive Law §156, the State maintains and provides training programs for both career and volunteer firefighters through either the NYS Academy of Fire Science or through programs at local departments and municipalities where DHSES/OFPC personnel provide training to assist local fire departments/municipalities with the requisite training needed to be a firefighter; and

WHEREAS, DHSES/OFPC is willing and able to provide such training to the Municipality's firefighters; and

WHEREAS, the Parties desire to enter into an Agreement whereby DHSES/OFPC will provide training to Municipality's firefighters designated in the Training Authorization Letters (hereinafter "Attachment A"). Each executed Attachment A is incorporated by reference to this Memorandum of Understanding.

TERMS AND CONDITIONS

NOW, THEREFORE, in furtherance of the above referenced objectives the Parties desire to enter into this Agreement to train the Municipality's firefighters in accordance with New York State law and agree as follows:

1. Municipality accepts and acknowledges that firefighting training is, or involves, inherently dangerous activities that can involve risks of injury, serious or grave injury, or death.

2. DHSES/OFPC will provide and/or conduct training or certify training programs for Municipality firefighters in accordance with the law and regulations.
3. With full knowledge and appreciation of these and other inherent risks associated with firefighting training, Municipality freely and voluntarily agrees to assume all risks of personal injury, caused by, or attributable to, the negligence of the State, and property damage occasioned by the training provided by DHSES/OFPC to the Municipality's designated firefighters.
4. Municipality shall be solely responsible for ensuring that its firefighters are medically evaluated and determined to be medically fit and cleared for firefighting activities, including training activities, and meet all other requirements to participate in the requested DHSES/OFPC firefighting training.
5. This Agreement includes the attached Training Authorization Letter(s), also known as Attachment A, which is/are incorporated herein by reference as though more fully set forth in their entirety and which are annexed hereto, setting forth the process and procedures for: (i) Communicating to DHSES/OFPC the names of the firefighters selected and designated by the Municipality to attend DHSES/OFPC's provided training; (ii) selecting the dates, times, and locations of the training sites; and (iii) identifying the documentation required to be submitted to DHSES/OFPC by the Municipality confirming that the Municipality's firefighters have met all the Municipality's requirements to become a member of its department, including written confirmation that the member is medically fit and cleared for firefighting and related training activities in accordance with 19 CFR 1910.134.
6. As an express condition of the State conducting firefighting training for members of the Municipality's Fire Department, Municipality waives, releases and forever discharges the State from any and all negligence actions, causes of action, suits, judgments, damages, claims, costs, and demands whatsoever, in law, or equity, which the Municipality has, may have or will have against the State, its officers, agents, and employees, if any, of every kind and nature and relating to the firefighting training provided and conducted by the State.
7. Municipality shall be solely responsible and answerable in damages for any and all claims and causes of action arising out of or related to firefighting training provided and conducted by the State pursuant to this Agreement to the extent attributable to the Municipality or of its firefighters, officers or employees. Municipality shall indemnify and hold harmless the State for any negligence claims, suits, actions, damages, and costs (including reasonable attorney fees) of every kind and nature made by the Municipality's firefighters or of its officers or employees related to the training provided and/or conducted by DHSES/OFPC pursuant to this Agreement.
8. The State is not responsible and/or liable for any malfunction or damage to any equipment owned, leased, or controlled by any Municipality other than the State used during this training scenario; and
9. This Agreement shall not apply to any actions, causes of action, suits, judgments, damages, claims, costs, and demands arising from the gross negligence, reckless conduct or intentional misconduct of the State or any of its agents.
10. JURISDICTION - This Agreement shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise. Venue for any action or claim made pursuant to this Agreement shall be the County of Albany.
11. EXECUTION - By execution, delivery and performance of this Agreement, each Party represents to the other that it has been duly authorized by all requisite action on the part of the Municipality and the State respectively. This Agreement constitutes the legal, valid, and binding obligation of the Parties hereto.

12. This Agreement shall commence on the _____ [start date] and shall end on December 31st of the same calendar year in which it was originally executed. A new MOU shall be executed for each calendar year.
13. ENTIRE AGREEMENT - This Agreement, together with Attachment A and Appendix "A" represents the entire understanding and agreement between the Municipality and the State with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

IN WITNESS WHEREOF, the Municipality has caused this instrument to be sealed and signed by Municipality or its duly authorized agent/officer, and the State has caused this instrument to be executed by its duly authorized officer.

DHSES/OFPC Representative's Signature

DHSES/OFPC Representative's Name (printed)

DHSES/OFPC Representative's Title

Date

Municipality Representative Signature

Municipality Representative Name (printed)

Municipality Representative Title

Date

State of New York)

) ss.:

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(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(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.

_____ (Signature and office of individual taking acknowledgment.)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



Training Authorization Letter

The student listed below is an active member of the agency indicated below, is at least 16 years of age, and is authorized to attend the course indicated below. I understand this training course may contain certain evolutions that simulate and/or create actual firefighting or rescue conditions. The Office of Fire Prevention and Control is not responsible and/or liable for any malfunction or damage to any equipment used during this training program.

PLEASE PRINT ALL INFORMATION

Course Information

Course Name, Course Number, Location

Agency Authorization

Agency Name, FDID #, Date, Print Name of Authorized Rep., Original Signature

COMPLETE THE APPROPRIATE SECTION BELOW ORIGINAL INITIAL

Checkboxes for training authorization and SCBA clearance

If you cannot answer the questions above because you do not know the requirements of 29 C.F.R Part 1910 or do not know whether the firefighter listed below is authorized to use SCBA, please contact OFPC

Student Information

Last Name, First Name, MI, Address, City, State, New York Training ID, Primary Phone, Zip, Email Address

I, [PRINT NAME OF STUDENT], have read, fully understand and agree with the above information. I understand and acknowledge the importance of safety during the training course and further acknowledge that if an instructor believes that my behavior or abilities may cause a safety risk to myself or another, the instructor has the authority to remove me from the simulation or course.

ORIGINAL SIGNATURE OF STUDENT DATE

16 or 17-year-old students must have the section below completed to participate in state fire training

The undersigned parent or legal guardian of [PRINT NAME OF STUDENT] consent to his/her participation in the training listed above. I have read, fully understand, and agree with the above information. I understand and acknowledge that safety is important during the training and further authorize the instructor to remove the student from the simulation or course if the instructor believes that his/her behavior or abilities may cause a safety risk to himself/herself or another.

PRINTED NAME OF LEGAL GUARDIAN

ORIGINAL SIGNATURE OF LEGAL GUARDIAN DATE



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 38-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Authorizing a Transfer of \$364,303.01 to Fund Salary Adjustments Pursuant to Resolution 19-26 and Local Law 4 of 2025

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment in authorizing the City Treasurer to transfer a total amount of **\$364,303.01** to fund salary increases approved pursuant to Resolution 19-26 and applicable Local Law, as follows:

FROM	TO	AMOUNT
A.1900.900 \$350,000	A.1010.100	Personal Services 70,342.90
Special Items	A.1210.100	Personal Services 36,980.00

	A.1325.100	Personal Services	11,038.00	
A.9000.859	\$14,303.01	A.1355.100	Personal Services	13,168.00
State Health Insurance	A.1420.100	Personal Services	8,339.00	
	A.1430.100	Personal Services	2,669.00	
	A.1490.100	Personal Services	44,896.67	
	A.3120.100	Personal Services	27,200.00	
	A.3146.936	Personal Services	2,010.00	
	A.6200.100	Personal Services	33,989.00	
	A.6772.100	Personal Services	3,000.00	
	A.7010.100	Personal Services	7,260.10	
	A.7020.100	Personal Services	27,640.00	
	F.8310.100	Personal Services	36,635.17	
	G.8110.100	Personal Services	36,635.17	
	GA.5680.100	Personal Services	2,500.00	

Budget transfer needed to cover the cost of salary increases per Resolution 19-26 and Local Law.

Prepared by:
Leonora Liz, Treasurer

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 39-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

.Resolution Authorizing an Agreement with H2O for water and wastewater treatment services for 2026

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment in authorizing an agreement with H2O, dated January 22, 2026, for the renewal of contracts to provide monthly services at the Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) for the 2026 calendar year, at no change in cost from 2025, as follows:

- The fee for services at the **Water Treatment Plant (WTP)** shall remain the same as 2025, in the amount of **\$24,784.30 per month for twelve (12) months**, which is a

currently budgeted item;

- The fee for services at the **Wastewater Treatment Plant (WWTP)**, including an additional full-time Grade 3A operator, shall remain the same as 2025, in the amount of **\$32,876.25 per month for twelve (12) months**, which is a currently budgeted item;
- At the sole discretion of the City, and as operational needs require, H2O shall provide a Water Treatment Plant Operator and/or a Wastewater Treatment Plant Operator on a temporary or full-time basis at a rate of **\$75.00 per hour**.

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 execute the agreement and any related documents necessary to effectuate this resolution

Prepared by:
Jacob Tawil

Attachments:

1.	MEMO- BOE H2O-JCO 2026 RENEWAL WTP WWTP
2.	h20-002

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: January 27, 2026
To: Honorable Mayor DeStefano, Members of the Board of Estimate
and Apportionment, Members of the Common Council
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk
From: Jacob Tawil, Commissioner of Public Works
Re: Approval of Proposal from H2O for Year 2026 Services at the WTP &
WWTP

We are hereby requesting your consideration and approve of the enclosed proposal from H2O, dated January 22, 2026, requesting renewal of the contracts for monthly services at the WTP and WWTP for the year 2026 at no change in cost from 2025.

The fee for services at the WTP for 2026 will remain the same as 2025, a total of \$24,784.30 per month for 12 months. This is currently a budgeted item.

The fee for services, plus an additional full time 3A operator, at the WWTP for 2026 will remain the same as 2025, a total of \$32,876.25 per month for 12 months.

At the sole discretion of the City, on a temporary/Full-time bases as needed, H2O will provide a Water Treatment Plant Operator at \$75/hr, and a Waste Water Operator at \$75/hr.


The cost of the services is currently a budgeted item.

Thank you.

JT/mc

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: January 27, 2026
To: Honorable Mayor DeStefano, Members of the Board of Estimate
and Apportionment, Members of the Common Council
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk
From: Jacob Tawil, Commissioner of Public Works 
Re: Approval of Proposal from H2O for Year 2026 Services at the WTP &
WWTP

We are hereby requesting your consideration and approve of the enclosed proposal from H2O, dated January 22, 2026, requesting renewal of the contracts for monthly services at the WTP and WWTP for the year 2026 at no change in cost from 2025.

The fee for services at the WTP for 2026 will remain the same as 2025, a total of \$24,784.30 per month for 12 months. This is currently a budgeted item.

The fee for services, plus an additional full time 3A operator, at the WWTP for 2026 will remain the same as 2025, a total of \$32,876.25 per month for 12 months.

At the sole discretion of the City, on a temporary/Full-time bases as needed, H2O will provide a Water Treatment Plant Operator at \$75/hr, and a Waste Water Operator at \$75/hr.

The cost of the services is currently a budgeted item.

Thank you.

JT/mc



January 22nd , 2026

**City of Middletown
16 James Street
Middletown, NY 10940**

RE: City of Middletown
Water Treatment Systems
Wastewater Treatment Systems

Mr. Tawil,

H2O Innovation will continue to provide certified personnel to operate and maintain the City of Middletown's water and wastewater treatment systems. We are honored to serve the community and grateful for the opportunity to continue these services through the 2026 calendar year.

Please allow this letter to serve as an instrument of understanding that H2O Innovation's current service fees will remain unchanged for calendar year 2026. All previously agreed-upon terms and conditions shall remain in full force and effect.

Attached to this letter, you will find copies of prior correspondence outlining the approved scope of services and associated charges, the mutually agreed-upon terms and conditions, and the City of Middletown Common Council's Record of Vote authorizing these services.

We anticipate adjusting rates for the 2027 operating year in accordance with the Consumer Price Index (CPI), assuming the scope of services remains unchanged.

Should you have any questions or require additional information, please do not hesitate to contact me.
Respectfully,

Roy Rysinger
Vice President and Client Services Director
For the City of Middletown

Approved this _____ day of _____ 2026,

Name :
Title :




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

THE FOLLOWING WAS PRESENTED

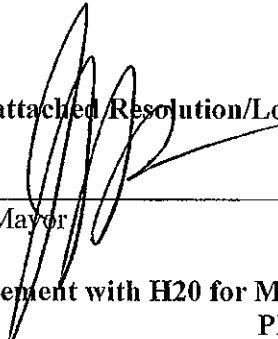
By: Alderman Jean-Francois
 Seconded by: Alderman Green
 Date of Adoption: January 21, 2025
 Index No: 31-25

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.


 Richard P. McCormack
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray				X
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	8			1

I hereby approve the attached Resolution/Local Law.



 Joseph M. DeStefano, Mayor

_____ Date 1/29/25

Authorizes an Agreement with H2O for Management Services at the Water Treatment Plants

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 with H2O for Management Services at the Water Treatment and Waste Water Treatment Plants at the following rates:

Service	Monthly Fee
Water Treatment Plant Chief Operator	\$24,062.50
Wastewater Chief Operator	\$21,525.00
Additional Full Time 3A Operator	\$10,393.75

The monthly rates for 2025 will be as follows:

Service	Current Fee	Net Change	New Monthly Fee
Water Treatment Plant Chief Operator	\$24,062.50	3.0%	24,784.30
Wastewater Chief Operator	\$21,525.00	3.0%	\$22,170.75
Additional Full Time 3A Operator	\$10,393.75	3.0%	\$10,705.50

At the sole discretion of the City, on a temporary full-time basis until the City can provide such services, H2O Innovation will provide the following:

Service	Hourly Fee
Water Treatment Plant Operator	\$75.00
Wastewater Operator	\$75.00

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 concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$20,151.60 in the following manner to cover the increase in the contract price for 2025.

FROM	TO	AMOUNT
Water Fund	WTP-F.8330.400	\$8,661.60
Sewer Fund	STP-G.8130.400	\$11,490.00

Prepared by:

Attachments:

1.	Middletown 2025
2.	Middletown Wastewater Temporary
3.	Middletown Water Temporary



January 7, 2025

City of Middletown
16 James Street
Middletown, NY 10940

RE: City of Middletown
Water Treatment Systems
Wastewater Treatment Systems

H₂O Innovation Operation and Maintenance, LLC is pleased to have provided management services to the City of Middletown ("City") for over fourteen years and would like to thank the City for the opportunity to serve your community. We remain committed to our performance with the same expertise, dependability, and loyalty we have demonstrated over the years.

We are currently providing the following services to the City:

Service	Monthly Fee
Water Treatment Plant Chief Operator	\$24,062.50
Wastewater Chief Operator	\$21,525.00
Additional Full Time 3A Operator	\$10,393.75

The monthly rates for 2025 will be as follows:

Service	Current Fee	Net Change	New Monthly Fee
Water Treatment Plant Chief Operator	\$24,062.50	3.0%	24,784.30
Wastewater Chief Operator	\$21,525.00	3.0%	\$22,170.75
Additional Full Time 3A Operator	\$10,393.75	3.0%	\$10,705.50

At the sole discretion of the City, on a temporary full-time basis until the City can provide such services, H₂O Innovation will provide the following:

Service	Hourly Fee
Water Treatment Plant Operator	\$75.00
Wastewater Operator	\$75.00



Please sign this letter confirming your agreement and acceptance of the above new monthly fees as well as H₂O Innovation standard terms and conditions of operation attached hereto.

Respectfully,

Roy Rysinger

Roy R. Rysinger
Vice President, New York
RoyRysinger@h2oinnovation.com
845.754.1943

Approved this 24th day of January, 2025.

Name: [Signature]
Title: Mayor

Standard Terms and Conditions - H₂O Innovation Operation & Maintenance, LLC
Provision of Operation and Maintenance Services

1. ACCEPTANCE AND COMPLETE AGREEMENT. All references to "H₂O Innovation" shall mean H₂O Innovation Operation & Maintenance, LLC. All references to "Client" shall mean the customer named in a purchase order, quotation or proposal. Client shall either sign H₂O Innovation's Agreement (as defined herein), or alternatively, issue a non-conflicting purchase order containing all necessary information including, without limitation, price, payment terms and schedule, type, quantity or description of the products and/or services to be provided by H₂O Innovation (the "Work"), as well as delivery terms, schedule and instructions. All references to the "Agreement" shall mean any purchase order, quotation, proposal or agreement agreed upon by both parties, whether issued by H₂O Innovation or by Client.

2. TERMS AND CONDITIONS. The parties agree that these terms and conditions ("Terms and Conditions") are the exclusive and complete terms accompanying the Agreement and no other terms will be deemed relevant to explain or supplement these Terms and Conditions whether oral, written, based on usage of trade, or course of dealing or performance. In case of contradiction between the terms and conditions stated in the Agreement and these Terms and Conditions, the terms and conditions stated in the Agreement shall prevail.

3. PRICE AND PAYMENT. Client shall pay H₂O Innovation for the Work, in accordance with the fees, prices and payment terms detailed in the Agreement to which these Terms and Conditions apply. Payment terms are net thirty (30) days from the date of invoice. Any tax, fee, duty, tariff or other charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between H₂O Innovation and Client, shall be paid by Client in addition to the prices quoted or invoiced. If H₂O Innovation were required to pay any such tax, fee, duty, tariff or other charge, Client shall forthwith reimburse H₂O Innovation. Prices are also subject to escalation to reflect price variations of parts, components, raw materials or transportation attributable to or resulting from (i) new tariffs, laws or regulations; (ii) inflation; or (iii) Force Majeure Events.

Additional local support, other than what is already provided for in the Agreement, can be provided by H₂O Innovation at additional cost to Client. Such additional local support includes, without limitation, additional travel costs and expenses as well as any related cancellation and/or rescheduling fees and penalties attributable to Client postponing or forestalling a scheduled visit. A change order or an additional purchase order will be required prior to scheduling such additional Work. Should Client have an outstanding balance due, H₂O Innovation reserves the right to refuse performing the requested Work until such payments are received in full. Client assumes full responsibility for the readiness of the jobsite. Risk of loss shall pass to Client as per the applicable delivery terms provided for in these Terms and Conditions. Ownership of the Work shall remain in H₂O Innovation's name until the payment for the Work has been received in full by H₂O Innovation.

4. DELIVERY. Any required products are priced and shipped pursuant to the delivery terms stated in the Agreement. Delivery date for the Work shall be clearly stated in the Agreement.

H₂O Innovation shall not be liable for any delays in delivery which are caused by events beyond its control, including, but not limited to delays caused by Client's inaccurate or incomplete data, changes to the Client's order, delayed approval of the Work by Client, acts of Client or Client's agent, or delays in transportation.

5. PERFORMANCE OF WORK. H₂O Innovation will perform the Work in a professional manner, in accordance with good engineering, safety and industry practice and with that degree of care, skill and diligence normal in performing work of a similar nature.

6. CLIENT RESPONSIBILITIES. (1) Client shall, in a timely manner and at its own expense, provide to H₂O Innovation, before of the commencement of the Work and on a continuing basis thereafter, all information necessary for H₂O Innovation's performance of the Work or required in order to ensure that the Work is provided in a proper and complete manner. Client recognizes that all this information provided to or made available to H₂O Innovation pursuant to this Agreement is

an essential basis to the contract between the parties and therefore warrants and guarantees to H₂O Innovation its quality, reliability and accuracy. Clients hereby grants H₂O Innovation the irrevocable right to use, copy and modify this information and any data related to the Work and to disclose it to any third party who needs to know such information in order to perform the Work. (2) Client shall provide H₂O Innovation with access to its premises, facilities or sites so as to permit H₂O Innovation to perform the Work under this Agreement. (3) Client is responsible for any penalties or any fines that may be imposed by any governmental authority related to an infringement of or general non-compliance related to the specifications of an operating permit, a license or any other required authorization related to the water treatment system for which H₂O Innovation is performing the Work unless the said penalty or fine imposed upon Client is attributable to H₂O Innovation's wilful misconduct or gross negligence.

7. COMPLIANCE WITH LAWS. To the best of H₂O Innovation's knowledge, the Work performed for Client complies with most laws, regulations and industrial practices; however, H₂O Innovation does not accept responsibility for any state, city or other local law not specifically brought to its attention. H₂O Innovation's liability attributable to noncompliance related to the applicable laws and regulations shall be limited to the price paid by the Client under the Agreement.

The parties shall comply with all applicable laws and regulations including, without limitation, environmental and anti-bribery laws relating to bribery, extortion, kickbacks and any other illegal or unfair method of doing business, whether direct or indirect. Each party shall be obligated to reasonably cooperate with the other party in any claim or legal proceeding and to indemnify the other party for any act or omission in connection therewith.

8. DATA PROTECTION. Any and all personal data which is processed by the either party in connection with this Agreement shall be handled and protected pursuant to all applicable data protection laws and regulations which may be in force from time to time relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by any competent supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction. Each party shall, and shall procure that its employees, agents and sub-contractors shall: (i) comply with its obligations under any applicable data protection law, and shall not, by act or omission, put the other party in breach of, or jeopardize any registration under, any such data protection law; (ii) promptly and fully notify the other party in writing of any notices received by it relating to the processing of any personal data, including subject access requests, complaints and/or correspondence from any regulatory body and provide such information and assistance as the other party may reasonably require in relation to such notice (at no cost to the other party); (iii) promptly and fully notify the other party in writing if it suspects or becomes aware of any actual, threatened or potential breach of security of personal data; and (iv) obtain appropriate consent from all data subjects to whom it relates, to pass their personal data to the other party for the purposes for which the other party intends to use it.

9. MODERN SLAVERY. Both parties agree to put in place policies and procedures to minimize the risks of modern slavery or human trafficking in their respective supply chain, and to comply fully with any modern slavery, human trafficking or similar applicable laws.

10. WARRANTY. The Work is warranted for a period of sixty (60) days from the date that the Work is completed. In the event a notice of defect is given by Client, H₂O Innovation shall perform the Work again to Client's satisfaction. All Products provided by H₂O Innovation will be new and of the best quality in every respect. Products will be in sufficient size and capacity and of proper material so as to fulfill in all respects such operating and maintenance conditions specified by the Client. The warranty period shall be twelve (12) months from the date of delivery to Client's facility, only when such Products are or have been used in normal conditions of operation and in accordance with the operating instructions specified by H₂O Innovation and/or the

manufacturer. This warranty does not cover disposable items, such as fuses, lamps, probes, sensors, filters, cartridges or other disposable items that must be replaced periodically under the normal and foreseeable operating conditions of the products, parts or components warranted hereby. CLIENT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

11. INDEMNITY. Each party shall indemnify, defend, and hold harmless the other from and against any and all demands, claims, losses, damages or causes of action of every kind and nature, arising out of or related to this Agreement, including but not limited to liabilities attributable to personal injury, death, loss of use, or property damage and resulting from such party actions or negligence or breach of any of its obligations under this Agreement.

12. INSURANCE. Prior to commencement of the Work and at all time during the term of the Agreement, H₂O Innovation shall obtain and maintain, at its own cost, sufficient insurance coverage for commercial general liability, automobile liability, workers compensation liability and employer's liability. Proof of insurance shall be provided to the Client upon demand.

13. HEALTH AND SAFETY. H₂O Innovation shall at all times conduct its operation under the Agreement in a manner to avoid the risk of endangerment to health and bodily harm to persons. H₂O Innovation shall comply with all applicable health and safety laws and regulations.

14. PROPERTY DAMAGES. H₂O Innovation shall protect the property or the site where the Work is executed from damage which may arise as a result of its operations. H₂O Innovation shall, at all times, conduct operations under the Agreement in a manner to avoid risk of loss, theft, or damage by vandalism, sabotage, or by any other means, to any equipment, material, work or property.

15. TERM. Unless otherwise determined in the Agreement, the term of the Agreement shall commence as of the effective date stated therein and shall continue thereafter for a period of one (1) year. At the end of the initial term and of any subsequent term, this Agreement shall be automatically renewed for additional periods of one (1) year, unless either party delivers notice in writing, to the other party, of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

16. TERMINATION FOR DEFAULT. The agreement may be terminated by H₂O Innovation, without notice, upon the occurrence of an event of default, each of the following constitutes an event of default for the purposes of the Agreement:

- i. Client is adjudged bankrupt, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors,
- ii. Client persistently fails to pay for the Work and/or Products as required and as per the payment terms of the Agreement, or
- iii. Client otherwise fails to perform or comply with any material term, condition or covenant of the Agreement, being understood and agreed that in case of termination for default, H₂O Innovation shall be entitled to receive compensation in an amount equal to one hundred percent (100%) of Work already completed and/or Products already delivered upon the date of termination including the attributable portion of reasonable overhead and profit as well as all costs and expenses incurred by H₂O Innovation as a result of the Termination.

17. TERMINATION. Unless otherwise agreed in the Agreement, following the initial term of 1 year, either party may terminate the Agreement at any time, by giving the other party sixty (60) days' written notice of termination, being understood and agreed that in such case of termination, H₂O Innovation shall receive payment for the Work already completed and/or Products already delivered upon the date of termination including the attributable portion of reasonable overhead and profit. All outstanding invoices shall be paid the effective termination date.

18. NON-SOLICITATION OF PERSONNEL

During the period beginning on the date the Work begins and ending on the first anniversary of the expiration or termination of the

Agreement, neither party shall, nor assist any other person to, directly or indirectly, (i) solicit, recruit or hire any employee of the other party ("Employee"), and (ii) solicit or encourage any Employee to leave the employment of the other party; provided, however, that the provisions of this section shall not prevent either party from making a general solicitation for employment that are not specifically targeted at the other party Employees.

19. FORCE MAJEURE. Subject to Section 3 of these Standard Terms and Conditions, neither party shall be responsible for delays resulting from events or circumstances beyond the control of such party. Such events may include, without limitation, acts of God, riots, acts of war, epidemics or pandemics, governmental acts, orders or regulations, border restrictions, fires, communication line failures, power failures and earthquakes. ("Force Majeure Events"). Inability to pay moneys or financial hardship shall not, however, constitute Force Majeure Events.

20. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS. Each party agrees and commits to maintain all confidential information to which it has access in the scope of Work as confidential, to not disclose it to others and to use it solely for the intended purpose of the Agreement. These obligations of confidentiality shall continue for the term of the Agreement and shall survive indefinitely thereafter. All documents, including drawings, specifications, reports and other data, prepared or furnished by either party are instruments of service in connection with the Work and as such are the exclusive property of such party and shall be used exclusively in connection with the Work. H₂O Innovation is entitled to make copies of the documents for information and reference purposes, only in connection with the Work.

21. ASSIGNMENT. Neither party may assign the Agreement, without prior written consent of the other party. However, H₂O Innovation may assign the Agreement to any of its affiliates or any other entity, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common or shared control, with H₂O Innovation.

22. LIMITATION OF LIABILITY. The total liability of either party for all claims arising out of or relating to this Agreement shall not exceed the annual contract value of the Agreement. Notwithstanding any other provision herein, neither party shall be liable for any special, indirect, consequential, incidental or punitive damages, including without limitation, loss of profit, loss of use or loss of revenues.

23. CHANGE ORDER AND AMENDMENT. The parties acknowledge and agree that the Work is subject to change. The estimate of costs and time for completion of the Work may be modified subject to changes and is contingent upon factors beyond the control of H₂O Innovation. No supplement, modification, or change of the Agreement shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

24. GOVERNING LAWS. The Agreement shall be governed by and construed in accordance with the laws of the State where the project is located. The parties hereby consent to such jurisdiction and waive all others.



December 21st, 2024

VIA EMAIL

Jacob Tawil
Commissioner of Public Works
City of Middletown
16 James Street
Middletown, NY 10940

Subject: Temporary Wastewater Treatment System Operator Coverage

Commissioner Tawil,

On a temporary basis, and until the City is able to secure an internal hire for the Water Treatment Facility, H₂O Innovation can offer a NYSDEC Grade 2A (or higher) hourly staff member. This position shall be as needed and can be discontinued at the City's discretion. There will be no additional charges for overtime or emergency callouts, and staff provided shall work with current City and H₂O staff as directed.

Compensation shall be the following:

NYSDEC Grade 2A or higher wastewater treatment plant operator: **\$75.00 per hour.**

We look forward to a continued relationship with the City, proudly focusing on public health and the environment.

Please let us know if you'd like to proceed.

Sincerely,

A handwritten signature in cursive script that reads 'Roy Rysinger'.

Roy Rysinger
Vice President
H2O Innovation
Roy.Rysinger@h2oinnovation.com
845.754.1943



December 21st, 2024

VIA EMAIL

Jacob Tawil
Commissioner of Public Works
City of Middletown
16 James Street
Middletown, NY 10940

Subject: Temporary Water Treatment System Operator Coverage

Commissioner Tawil,

On a full-time, temporary basis, and until the City is able to secure an internal hire for the Water Treatment Facility, H₂O Innovation can offer a NYSDOH Grade IIA (or higher) hourly staff member. This position shall be as needed and can be discontinued at the City's discretion. There will be no additional charges for overtime or emergency callouts, and staff provided shall work with current City and H₂O staff as directed.

Compensation shall be the following:

NYSDOH Grade IIA or higher water treatment plant operator: **\$75.00 per hour.**

We look forward to a continued relationship with the City, proudly focusing on public health and the environment.

Please let us know if you'd like to proceed.

Sincerely,

A handwritten signature in cursive script that reads 'Roy Rysinger'.

Roy Rysinger
Vice President
H2O Innovation
Roy.Rysinger@h2oinnovation.com
845.754.1943



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No: 40-26

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Richard P. McCormack
 Clerk to the Common Council

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				

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

Resolution Approving the 2026 Spring Clean-Up Program and Electronics Drop-Off Event

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby approves the City of Middletown’s 2026 Spring Clean-Up Program, to be conducted as follows:

- **Second Ward** – Week of April 13, 2026
- **First Ward** – Week of April 20, 2026
- **Fourth Ward** – Week of April 27, 2026
- **Third Ward** – Week of May 4, 2026

With materials to be placed curbside the Sunday evening prior to the scheduled collection date;
and

BE IT FURTHER RESOLVED, that the Common Council approves the scheduling of an **Electronics Drop-Off Event** for City residents on **Saturday, May 30, 2026, from 8:00 a.m. to 3:00 p.m.**, to be held at the Department of Public Works facility located at **76 Monhagen Avenue**; and

BE IT FURTHER RESOLVED, that the Electronics Drop-Off Event shall be conducted under the same conditions as prior years, including a limit of five (5) items per household and a \$25 fee for air conditioners containing freon; and

BE IT FURTHER RESOLVED, that the Commissioner of Public Works is authorized to retain **Advance Recycling** for the collection and disposal of electronic waste and to take all actions necessary to carry out the Spring Clean-Up Program and Electronics Drop-Off Event.

Prepared by:
Jacob Tawil

Attachments:

1.	2026 SPRING CLEAN UP AND ELECTRONIC DROP OFF DAY MEMO
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: January 21, 2026

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

Cc: Richard McCormack, Clerk

From: Jacob Tawil, Commissioner of Public Works 

Re : 2026 Spring Annual Clean Up Week and Electronics Drop Off Event

We are respectfully requesting a resolution approving the attached dates for the City's annual spring clean-up and electronic drop off event.

Spring Clean Up will begin on Monday April 13, 2026 in the Second Ward, April 20, 2026 in the First Ward, April 27, 2026 in the Fourth Ward and will end the week of May 4, 2026 in the Third Ward. The pickup schedule is attached.

Following the Spring Clean Up, an Electronics Drop Off Event for City residents will be scheduled for Saturday May 30, 2026 from 8:00am until 3:00pm, under the same conditions as per previous years, as stated in the attached flyer, with drop off to be located at DPW facilities at 76 Monhagen Ave. DPW employees will be present to assist in the operation. We are requesting authorization that the Commissioner of Public Works be able to hire Advanced Recycling for picking up the electronic recycling.

2026 CITY OF MIDDLETOWN SPRING ANNUAL CLEAN UP WEEK

Bulk Trash Pick-up for all single and two family homes

We will pick up no more than 12 items.

Once trash is picked up on your street, trucks **WILL NOT** return.

ONLY 12 ITEMS will be picked up.

The City will remove additional items and a bill will be issued for the work required.

Only 4 tires off-rims per house will be picked up.

NO ADDITIONAL NOTIFICATION WILL BE GIVEN PRIOR TO PICKUP.

An item is a single large item, couch, chair, etc., or box of smaller items. The material must be placed on the curb and separate from the household garbage since different crews pick up garbage.

We **will not pick up** stone, dirt, car parts, construction debris, or hazardous waste including **TVs, computer monitors, computer towers, and batteries.** New York State law prohibits any resident from placing any electronic device on the curb or sidewalk for pickup.

Please visit www.middlestownny.gov for locations where you can dispose of your electronics. Appliances must have the doors removed to protect the City's children. Refrigerators shall be freon free prior to placement on the curb for pickup.

VIOLATORS OF THESE DIRECTIVES MAY BE PROSECUTED IN CITY COURT.

CLEAN UP SCHEDULE

Second Ward – April 13, 2026

(Set out Sunday evening, April 12, 2026)

First Ward – April 20, 2026

(Set out Sunday evening, April 19, 2026)

Fourth Ward – April 27, 2026

(Set out Sunday evening, April 26, 2026)

Third Ward – May 4, 2026

(Set out Sunday evening, May 3, 2026)

***Electronic Drop Off Day has been designated for City residents ONLY on Saturday May 30, 2026 from 8:00AM until 3:00PM located at the DPW recycling center (76 Monhagen Ave.). There is a limit of (5) items per household permitted. A \$25 fee for any air conditioner that holds freon will be collected.**

If you are unsure as to which Ward you reside you can check the map on our website or call DPW at 343-3169 for determination.

Joseph M. DeStefano
Mayor

J. Miguel Rodrigues
Alderman-at-Large

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

Ross Mastria
Deputy Commissioner



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 3, 2026
 Index No:

I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

 Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

 Joseph M. DeStefano, Mayor

 Date

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

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

Prepared by:

Attachments:

None