



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
FEBRUARY 17, 2026**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of January 20, 2026
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

Resolution Moving the March 17 Common Council Meeting to March 16, 2026

Resolution Confirming the Mayor's Re-Appointment of Daniel Higbie and Norris Gipson to the City of Middletown Recreation Commission

Resolution Confirming Members and Extending Terms of Recreation Commission Members

Resolution Authorizing an Agreement with Orange-Ulster BOCES for English as a Second Language (ESL) Classes to be Held at the Recreation Center

Resolution Authorizing a \$7,800 Budget Transfer for the Purchase of a Police

Event Van

Resolution Authorizing an Update to the City Investment Policy

Resolution Retiring Police K9 Storm and Authorizing Transfer of Ownership to Sergeant Jordan McInerney

Resolution correcting Resolution No. 35-26 and Authorizing Acceptance of Orange County Youth Bureau funding for 2026 Youth Programs

Resolution Amending Chapter 440 of the City Code to Eliminate Administrative Fee in the Towing Code

Resolution Amending Chapters 430 and 90 of the City Code to Place the Senior Center Under the Supervision of the Superintendent of Recreation and the Recreation Commission

Authorization to approve the CPL for the Middletown & New Jersey Railway Train Station

Resolution Authorizing Budget Transfer In The Amount Of \$56,000 For Snow Blower Spare Parts

13. LOCAL LAWS

LL1- A Local Law Transferring Supervision of Public Parks from The Superintendent of Recreation to The Commissioner of Public Works

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
 Accepted Date: February 17, 2026

I hereby certify that the attached is a true copy of the minutes of City of Middletown Common Council meeting.

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				

Accept the Minutes of January 20, 2026

Accept the Minutes of January 20, 2026

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	01.20.26 CC Minutes
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COMMON COUNCIL MEETING
CITY OF MIDDLETOWN

January 20, 2026 Minutes
City Hall
16 James Street
Middletown, New York 10940

J. Miguel Rodrigues, President
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Paul Johnson
Ald. Kevin Gomez
Ald. Alex Rodriguez
Ald. Kevin Witt
Ald. Kate Wray
Ald. Joseph Masi

ALSO PRESENT:
Richard McCormack, City Clerk
Joseph M. DeStefano, Mayor

ALL: -- of the United States of America, and to the republic for which it stands, one nation, under God, indivisible with liberty and justice for all.

PRESIDENT J. MIGUEL RODRIGUES: Roll.

CLERK RICHARD MCCORMACK: Alderman Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK RICHARD MCCORMACK: Alderman Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Here.

CLERK RICHARD MCCORMACK: Alderman Johnson?

ALDERMAN PAUL JOHNSON: Here.

CLERK RICHARD MCCORMACK: Alderwoman Wray? Alderman Gomez?

ALDERMAN KEVIN GOMEZ: Here.

CLERK RICHARD MCCORMACK: Alderman Green?

ALDERMAN ANDREW GREEN: Here.

CLERK RICHARD MCCORMACK: Alderman Witt?

ALDERMAN KEVIN WITT: Here.

CLERK RICHARD MCCORMACK: Alderman Masi?

ALDERMAN JOSEPH MASI: Here.

CLERK RICHARD MCCORMACK: President
Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Here.

CLERK RICHARD MCCORMACK: Quorum is
present.

PRESIDENT J. MIGUEL RODRIGUES:
Approval of minutes. You have January 2nd,
December 9th, and December 16th.

PRESIDENT J. MIGUEL RODRIGUES: Okay.
Do I have a motion?

ALDERMAN JOSEPH MASI: So moved.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Masi. Seconded by?

ALDERMAN KEVIN WITT: Second.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Witt. Mr. Gomez and Mr. Rodriguez, you
are allowed to vote on this on our ends. So any
questions? All in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES:
Correspondence?

CLERK RICHARD MCCORMACK: Nothing this
evening.

PRESIDENT J. MIGUEL RODRIGUES: For the

good of the city?

CLERK RICHARD MCCORMACK: No one has signed up.

PRESIDENT J. MIGUEL RODRIGUES: Remarks of the mayor.

MAYOR JOSEPH DESTEFANO: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES: Remarks of the department heads. Economic development? Wow.

ALDERMAN KEVIN WITT: Thank you.

DIRECTOR MARIA BRUNI: Good evening again. So we welcomed some new businesses this past month. We had about three ribbon cuttings we had the Utopia Gaming Lounge on Dolson Avenue, Dominican Hairstylist 10-year anniversary and ribbon cutting on East Main Street, 53 East Main Street, and NC Medical Wigs at 23 West Main Street.

Welcome them to the city, downtown, and we're working on another ribbon cutting, January 31st at 11:00, 11 in the morning. So 8 North Street, Café Con Amore Jibaro. She's open now. Go check it out. But, you know, the ribbon cutting and the ceremony will be on January 31st.

My department has been going through reorganizational for our agencies that we run under the department. The City of Middletown Industrial Development Agency. Tonight, the City Middletown CDA, Community Development Agency, and then the downtown bid we had our reorganization and annual meeting last week.

Also at the Middletown Community campus, as you're aware, we have the BOA grant that we're working, on the Brownfield Opportunity Area Grant. And this coming Saturday from 10 a.m. to noon is another community input event that -- it's going to be right on the campus at 84 Dorothea Dix.

Fei Tian College is hosting us at 84 Dorothea Dix. So plan on coming, come see what the committee has done thus far, and, you know, we're looking for community input and working on towards getting this plan completed and then submitted to the state. And then hopefully we get the designation, and that's going to help us with grant funds in the future when -- for redevelopment efforts on the campus.

And I think now we're also working on all our events. Next meeting I should have

outlined a list of all the events that we -- our traditional events plus some new ones for this year that we are planning for the 26th season along with-- we do have concerts again at the Paramount Theatre, and we're booking more for the season. And some great movies have been -- we've been getting some first-run movies at the theater. So every aspect of the department has been quite active and moving forward. That's it.

PRESIDENT J. MIGUEL RODRIGUES: Okay.

Any questions for Maria? Thank you, Maria.

DIRECTOR MARIA BRUNI: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: DPW Commissioner?

COMMISSIONER JACOB TAWIL: Good evening, all. We welcome the new aldermen here. Looking forward to working with you. And any questions and concerns, feel free to contact us, please. Alderman Masi, the reservoirs are at 74 percent. We still have low precipitation, and hopefully we will make up for it very soon to reach our 100 percent full for our reservoirs.

You may recall advising you and the public about the fluoride overdose or overfeed. The mayor doesn't want me to use overdose. The

overfeed and -- of fluoride into our system for four hours that occurred back in November 10th, and we only found out about it in December 9th when we were doing our calculations and our numbers. And the operator is very responsible, but he screwed up that night, that shift, and he did not tell us about it. And because of that, we're getting a letter of violation from the Department of Health. We just got it today.

And it's basically for not reporting the incident within 48 hours. Basically, that's what the citation is for, the violation. We don't take it lightly. It's a violation. We explained that to you before and to the public, and we sent some letters and -- not letters, communication via civic alert.

And, you know, it's just -- it happened and we regret that it happened. But we have now to send letter to each and every account holder within the city of Middletown and to tell him about the letter of violation to explain what took place and what anybody can do, which is nothing really because it happened.

And there is nothing -- and the long-term effect and the impact of fluoride in your

health and what it takes, you know, after a number of years, you'll receive that letter. Please read it. If you have any concern, the number is there. You can call me or call the Department of Health. Steve Gagnon, he's the chief engineer in the Orange County Department of Health.

We've done several -- took several steps. We unplugged the system immediately when it happened -- not immediately, the next day after it happened. After we discussed it, found out exactly what took place, interviewed people, and worked with the Department of Health. Then we unplugged it, basically took it offline, did some modification.

So that minimized the potential of this overfeed to ever occur again. And so that's where we are. Everybody will receive the letter. We'll try to cover it as much as we can in all our social media so everybody's aware of it. Everybody can read it, and any questions call us, please.

Before you, there's a -- well, let me talk about the manganese, since we're talking about our reservoirs. We had a problem in there

overnight. Our manganese jumped in the reservoir for some reason from -- quadrupled, basically. And we were blindsided for a few hours. I happened to have a meeting with our chief operators, like I do every Tuesday. and they informed me of this. So we immediately took steps.

We closed some reservoirs, opened some reservoirs, done some testing to determine how can we address this issue in there so we will not have any color in our system. And we did recover, rather impressively, I should say -- I usually don't use that word, but impressively and quickly we recovered from that problem by having options available for us. I'm sorry?

MAYOR JOSEPH DESTEFANO:

(Indiscernible).

COMMISSIONER JACOB TAWIL: Yeah. And manganese, basically, it's a contaminant in the -- it's a mineral that happens in the natural -- in the water, whether it is groundwater or whether it is surface water, like in reservoirs. And manganese, basically, it's an important substance for us at low dosage. And if it exceeds certain level, it will become a nuisance

in there in terms of color of the water, in terms of the staining of the laundry, and all that. That's a manganese. And it's very tough material to remove without specialty equipment.

We don't have that often in here, but it does happen. It happens in 2016. It happens in 2000. And before me, it used to be a regular occurrence, unfortunately, dirty water in the city. It doesn't happen anymore because we're very proactive, we're monitoring, and we're keeping an eye on it. Make a long story short, at very high dosage, it could have some very adverse impact, but we never received any contaminant level.

The contaminant level per EPA, the maximum contaminant level, .05 milligrams per liter, when it starts causing some discoloration and become a nuisance in the system, it's at .03 milligrams per liter. So we never got into any violation with the work. That's why we issued a civic alert to our customers saying that there is no harm in the water. It's just a discoloration that could be happening because we never exceeded any maximum contaminant level or any violation or any issues. And we recovered immediately by

having different reservoirs and different dosage of chemicals and so on and so forth.

So that's the manganese at very high dosages. Very high. I don't even know what the high dose is. Extremely high dosage. It could have some impact on the nervous system and all that stuff. But at our dosage what we're talking about, it's something that we drink every day.

You drink it in your wells most likely you have it. You drink it on the surface water. We always have it at very low dosage, 0.009, 0.008, 0.007 milligrams per liter or part per million. So that's where we are.

So just to make it simple, say, 0.01 versus 0.05. So we never got anywhere close to a violation or any issue or concern of violating the New York State or EPA national water standards. And we got over it, and we went around, we flushed some localized area. We have dead ends, meaning that the water is sitting there for an extended period of time.

When manganese sits in the distribution system, it does oxidize in there, and that's when you start seeing it when it reacts with chlorine after a long, long time, and that's why you see

it at the dead ends. We flushed it out and I don't think anybody -- the people -- we got only five complaints about yellow water, not even dark, typical water for the manganese. One of them was the council president's house, of course. And the -- then there's three or four other residents in there that they complained. We followed through.

We took samples in there. We kept monitoring it. Within a day or two, the color dissipated. I think the mayor may have had one too. The mayor had one for one night only and it's gone. The council president, it stays there for a couple of days.

PRESIDENT J. MIGUEL RODRIGUES: Several nights.

COMMISSIONER JACOB TAWIL: Yeah, we have to favor the mayor, take care of the mayor.

PRESIDENT J. MIGUEL RODRIGUES: Right next to the water treatment plant. I got --

COMMISSIONER JACOB TAWIL: You're the first customer.

PRESIDENT J. MIGUEL RODRIGUES: -- the fluoride, I got the manganese.

COMMISSIONER JACOB TAWIL: You're one

of the first customers.

PRESIDENT J. MIGUEL RODRIGUES: What else do you want to put in the water?

COMMISSIONER JACOB TAWIL: You're the first customer for us.

PRESIDENT J. MIGUEL RODRIGUES: I get the alarm from you and then I know what's going to happen.

COMMISSIONER JACOB TAWIL: You're the first one who calls and everybody else is down the line. So you're the early alert system for us. Thank you very much for your services.

The parking -- before you tonight, there is a council resolution approving a grant to supplement the money -- the large amount of money for the traffic operations. It's in the amount of \$714,000.

Basically, it's a council resolution in there authorizing the mayor to sign the acceptance of the grant, and the grant, and paying 100 percent of it upfront, and then asking for reimbursement. So out of this 714 or 16, I'm sorry I'm vague about the number. So, yeah, it's tonight. Yeah, it's there. Yeah.

**So it's 714,000. Usually 80 percent

comes federal funding, like the rest of our project, the \$25 million that we spent on the traffic operation, and 20 percent will have to be local match, meaning 5 percent will come from the city, 15 percent will come from the state if the state has available money through the (Indiscernible) Fund. That's what they call it. So that's the name of the fund.

So we're lucky that the state was able to pay the 15 percent share of the grant. So we were only responsible for only 5 percent of this expenditure for the \$25 million that we got from them. Hopefully this one, the \$714,000 will also qualify for -- it does qualify, not hopefully, it does qualify, but the state pays it when they have the fund. And we believe that they have the fund.

And after this one we have another \$400,000 grant that is coming as well for this specific project to make sure that we utilize our software to the utmost efficiency in there. We can start timing our traffic loops in there so that we will minimize any traffic jams, and greenhouse effect, and people queuing at the traffic light because one just turned green while

the other -- well, you go to the green and the other one, once you get to it, it will turn red. So all these will be synchronized.

We're going to have five different loops throughout the city of Middletown, so that will be work in progress for the next four or five years. And that's an additional \$400,000 that we are seeking from the state and hopefully it will get approved.

Parking garage. The construction is going on. I know it's 5 degrees outside, but we have something called concrete weather conditions in there, which means we're going to be using some heating blankets, hot air in there blowing under the blankets so that the work will continue. And the contractor is doing this work so that the project keeps going.

There is an additional cost involved in it, which is absorbed within the project. And so that's where we are. If you drive by South Street -- South and Washington, you can see lots of work being done. This is the foundation for the garage being done. And with that, I will conclude my comments for now, if you have any questions.

PRESIDENT J. MIGUEL RODRIGUES: Jacob, just quick question. ETA on our new courthouse?

COMMISSIONER JACOB TAWIL: Within a couple of months now. We have some -- within a couple of months. It was supposed to be done --

PRESIDENT J. MIGUEL RODRIGUES: Spring, summer?

COMMISSIONER JACOB TAWIL: No, no, this spring.

PRESIDENT J. MIGUEL RODRIGUES: Spring?

COMMISSIONER JACOB TAWIL: Yeah, they're putting the floor in today. So we're really -- it's really wrapping up. And then after that, they have to buy the furniture. Remember the issue we had with them.

We finally -- you know, the mayor approved to go along with them. Not to go along because they showed that legally we have to go along with them and pay for purchasing the furniture for the court for \$250,000. And that's the money we have too. And I agree 100 percent with the --

PRESIDENT J. MIGUEL RODRIGUES: Okay.

COMMISSIONER JACOB TAWIL: -- with that recommendation because we don't have a choice.

That's their attorneys. They're (indiscernible).

PRESIDENT J. MIGUEL RODRIGUES: And then the start of the O&W construction?

COMMISSIONER JACOB TAWIL: The start of W -- after -- we had a construction meeting already and -- with the contractors and the consultants, and we're waiting for their timeline, to be honest with you. But they should be -- they're all here. They're all anxious to get going, so they want to get going, the contractors. I will update you next meeting. I don't have the answer.

MAYOR JOSEPH DESTEFANO: The crew is on site.

COMMISSIONER JACOB TAWIL: Maybe but --

PRESIDENT J. MIGUEL RODRIGUES: No, I don't see anybody. I go by there all time.

COMMISSIONER JACOB TAWIL: I don't have the answer for that. I'll address that next meeting.

PRESIDENT J. MIGUEL RODRIGUES: The parking garage, you said they're working on it, but do you know, like, when it will be completed by?

COMMISSIONER JACOB TAWIL: Right now,

it's end of May.

PRESIDENT J. MIGUEL RODRIGUES: End of May?

COMMISSIONER JACOB TAWIL: End of May. That's the target completion date, yes.

PRESIDENT J. MIGUEL RODRIGUES: And sidewalks. We have a lot of snow, and there's a lot of properties that are not shoveling their sidewalks.

COMMISSIONER JACOB TAWIL: Yep.

PRESIDENT J. MIGUEL RODRIGUES: And I think we need to -- you know, I know it happens on the weekends, and then Martha Luther King was a holiday, and today's Tuesday, but there's kids going to school, and they're walking on the street.

And another thing is the sidewalks, so my sidewalks are now very wide, and I see people doing one shovel path. Is that legal? Is that what we are --

COMMISSIONER JACOB TAWIL: No.

PRESIDENT J. MIGUEL RODRIGUES: -- allowed to do?

COMMISSIONER JACOB TAWIL: No. We're sending it in the new letter. Thank you for

bringing all this up, very important. You know, again, like the council president said, we urge the public to go out and shovel. We don't have enough crews in Middletown to go shovel every sidewalk. So we urge your cooperation in there. Some people that are repeat offenders, we will take -- unfortunately, we don't have a choice but to take you to court because we don't have the manpower to go do every sidewalk that we have.

Our guys worked over 24 hours straight, storm after storm after storm, and then come in early and all that stuff. And by the time they go home, we're finished, we're beat. We can't come in and start shoveling your sidewalk. So there's going to be the cost of shoveling your sidewalk, and the repeat offenders we will take you to court, unfortunately, because we need everybody's cooperation. We just -- we don't have a choice.

Because like the council president said, as -- you put people's life in danger by jumping -- in the cold by not being able to walk on the sidewalk. You have to jump in the street. Now, how wide the sidewalk is going to be, it's four foot.

PRESIDENT J. MIGUEL RODRIGUES: Okay, yeah. It's four foot.

COMMISSIONER JACOB TAWIL: So by ADA, it's not a shoveled width. It's four foot.

PRESIDENT J. MIGUEL RODRIGUES: You can go up and down Highland. You can go to East Main, West Maine --

COMMISSIONER JACOB TAWIL: Yep.

PRESIDENT J. MIGUEL RODRIGUES: -- Monaghan. They're doing one shovel.

COMMISSIONER JACOB TAWIL: Yep.

PRESIDENT J. MIGUEL RODRIGUES: So we need to address that, because that stroller --

COMMISSIONER JACOB TAWIL: Yes, it's not going to be in a letter.

PRESIDENT J. MIGUEL RODRIGUES: -- is not going to fit. A wheelchair is not going to fit.

COMMISSIONER JACOB TAWIL: Exactly.

PRESIDENT J. MIGUEL RODRIGUES: Nothing's going to fit.

COMMISSIONER JACOB TAWIL: It's being, 100 percent agreed. And it's being incorporated in our letter that goes out to the people for the violation.

PRESIDENT J. MIGUEL RODRIGUES: City-owned properties, who's in charge of doing those?

COMMISSIONER JACOB TAWIL: We are.

PRESIDENT J. MIGUEL RODRIGUES:
Because, like, The Factory on Academy Avenue has not been shoveled ever.

COMMISSIONER JACOB TAWIL: Factory?

PRESIDENT J. MIGUEL RODRIGUES: The little factory on Academy Avenue. Right around the corner from my shop. Classic case.

COMMISSIONER JACOB TAWIL: Oh, that's -- okay. No, I appreciate you telling me. That's what I need to know. You know, we'll send our people. You know, we have a lot crew, and now we spend -- the street department and the parks and wrecks today, the parks department, they spent their time just hauling out snow.

So that will make our sidewalks, you know, safer, our streets safer, more people, more places for people to park and all that stuff. So that's what we were doing. Still, we utilize our water department left over from the street department and the lot crew, which is one or two guys. I think we have two guys now, part-timers. They do shovel our sidewalks. After they're

done, they shovel the violators.

PRESIDENT J. MIGUEL RODRIGUES: All right.

COMMISSIONER JACOB TAWIL: That's where we are.

PRESIDENT J. MIGUEL RODRIGUES: Alderman Gomez?

ALDERMAN KEVIN GOMEZ: Yeah, no, I -- thank you, Mr. President. I just want to follow up on your report on the state of our water, and I like the word you used, "proactive". And the reason I'm saying this, the people go on social media and start making comments, making judgments that are incorrect.

Now, I had a chance, and I thank you, to be able to see the water treatment plan. And I think it's important to know that our water is treated repeatedly, repeatedly treated, and tested before it goes into our faucets, before it goes into our homes, houses, apartments. And I think you hit it on the dot when you said proactive.

COMMISSIONER JACOB TAWIL: Yes, sir. Yep.

ALDERMAN KEVIN GOMEZ: Because your

department is proactive, the situations that --
with the fluoride and the --

COMMISSIONER JACOB TAWIL: Manganese.

ALDERMAN KEVIN GOMEZ: Manganese?

COMMISSIONER JACOB TAWIL: Manganese,
yep.

ALDERMAN KEVIN GOMEZ: Were identified.
But I think overall, I think the message to the
public is that our water is safe and sound to
drink, bathe, and enjoy.

COMMISSIONER JACOB TAWIL: Absolutely.
It's one of the best in the state, too, to be
honest with you.

PRESIDENT J. MIGUEL RODRIGUES: Anyone
else? Thank you, Jacob.

COMMISSIONER JACOB TAWIL: Yep.

PRESIDENT J. MIGUEL RODRIGUES: All
right. Treasurer?

LEONORA LIZ: Hi, everyone. Good
evening again. I really don't have much this
evening. I just have a minor ask this afternoon.
I send out a memo just advising taxpayers that
the penny is now becoming obsolete, and it's
happening a lot quicker than I thought. The
finance department, we do have a shortage. We

only had 52 cents in pennies. So at this point we're asking taxpayers if they can just be a little bit more considerate and cooperate and make payments to the exact penny if they can.

Obviously, we are required by New York state law to make -- to give exact change. So until the state comes up with a regulation, for now we're sort of in a pickle. That's all I have for this evening.

PRESIDENT J. MIGUEL RODRIGUES: All right. Any questions? Appreciate it. Thank you.

LEONORA LIZ: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: Senior director?

DIRECTOR JULISA SIERRA: Good evening. I just wanted to say that the senior center has been booming, even with the cold and all the snow days. We've already added 40 new members, so that's great because our membership is all over Orange County.

We have a huge list of trips going on for this year. It's going to be uploaded to the city website, but for right now they could click out the newsletter link that's in the website and

you should be able to see our monthly newsletter that we put out every month. And you could also subscribe to that newsletter for free so you can get it automatically. Also, beginning this year, we started out with a new class, Mindful Meditation. It's doing great, a lot of people love it. And then we're going to continue with two more classes in February, Zumba and Pet Therapy.

And also, we were going to be having our Black History celebration. This is our third one, February 21st. We're going to hold it on a Saturday this time so more people can join us like we did for the Hispanic Heritage. They have a big list of vendors and performances and food prepared for that day. So I look forward to having many of you join us that day. It's going to be from 11 to 3 on Saturday the 21st. And that's all I have for tonight.

PRESIDENT J. MIGUEL RODRIGUES: Any question for the senior director? Thank you. All right. City clerk?

CLERK RICHARD MCCORMACK: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES: Any

question for the city clerk? All right. No public hearings, no petitions. Remarks of aldermen? Alderman Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Nothing tonight.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Yes, good evening. Beside our sidewalk, I think our guys did a wonderful job with the last snowstorm we had keeping our street clean and safe for the public. Thank you for wonderful works that these guys are doing, so the hard work doesn't go on deaf ears. Thank you so much.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Johnson?

ALDERMAN PAUL JOHNSON: Nothing this evening.

PRESIDENT J. MIGUEL RODRIGUES:
Alderman Gomez?

ALDERMAN KEVIN GOMEZ: I just wanted to thank the President Rodrigues for the committee assignments. I look forward to serve in our community. And then, I mean, here is where our democracy begin here at the local level, and

where great things happen. Thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Green?

ALDERMAN ANDREW GREEN: Thank you.

Real quick, I picked my son up from school today, and I said, how was your day?

And he said, it was good, but kind of sad.

And I said, what was sad about it?

He's like, well, you know, we learned about Dr. King today.

And I said, yeah, yeah, I know about the whole story.

And he said, yeah, and, you know, the fight's not over.

And I said, you know what, buddy? You're right. But it doesn't always mean it's a fist fight. It's -- you know, we're always fighting for equality.

He said, why can't the world just get along? He said, why can't we all just be friends? And why can't we all fight for fairness for everyone?

So I just want everyone to take that into the world with them, and maybe we'll send it

to Washington in a little letter. He said a sign, but I promised him I'd say tonight that we should all just work together and work towards world fairness. So thank you.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Witt?

ALDERMAN KEVIN WITT: Thank you very much. I just have one thing I'd like to share information about. The Middletown Little League Spring registration, they had a two-hour block scheduled for Saturday, and the weather hit hard right at that time.

So there are two more dates listed here, January 23rd from 6 to 8 p.m. and then February 8th from 11 to 1. They're at Watts Park and you need to have a birth certificate and three proofs of residency. So they have a website for more information MiddletownNYLL.org and they're on Facebook and social media. So that's what it looks like, and there's lots of information on it. Thank you very much.

PRESIDENT J. MIGUEL RODRIGUES:

Alderman Masi?

ALDERMAN JOSEPH MASI: First, I'd like to wish a happy New Year to everyone, and I'd

like to welcome our new aldermen, Alderman Rodriguez, with a Z, and Alderman Gomez. And I would -- I guess if I was going to give out any advice whatsoever, it would be that, if you look around the room, most of the people on this council have been here 10, 12, up to 22, 23 years. I think if you sit back and see what's going on, and that will give you an idea of how to move in the future. But welcome, and good luck to you and to your constituents. Thank you.

PRESIDENT J. MIGUEL RODRIGUES: New business.

CLERK RICHARD MCCORMACK: Good evening. We have a resolution sponsored by Alderman Rodriguez with a Z, reappointing Alderman Paul Johnson to the city of Middletown Local Development Corporation.

PRESIDENT J. MIGUEL RODRIGUES: Resolution sponsored by Alderman Rodriguez with a Z. Do I have a second?

ALDERMAN JOSEPH MASI: Second.

PRESIDENT J. MIGUEL RODRIGUES: Alderman Masi. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Abstain.

CLERK RICHARD MCCORMACK: Mr. -- Dr. Johnson abstains. Alderman Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Alderman Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodrigues?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Masi authorizing a proposal from RBT CPA, LLP for auditing services for fiscal year 2025.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi, seconded by Alderman Green. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Witt authorizing an agreement with the Orange County for -- with Orange County for compensating use sharing of tax.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Witt, seconded

by Alderman Masi. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Green
authorizing an agreement with the Tri-State Geese
Police Patrol for 2026.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Green, seconded

by Alderman Masi. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-

Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President

Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Gomez authorizing an updated agreement with CivicPlus for recreation management software with a five-year locked-in pricing.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Gomez, seconded
by Alderman Witt. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Johnson
authorizing a \$14,875 budget transfer within the
2025 fire budget to cover the cost of a new
vehicle for the fire chief.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Johnson,
seconded by Alderman Jean-Francois. Any
discussion? Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Jean-Francois
authorizing a First Instance Funding for the

Middletown Traffic Operation Stage 1
Transportation Project.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Jean-Francois,
seconded by Alderman Witt. Any discussion?
Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-
Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

Resolution sponsored by Alderman Rodriguez with a Z, authorizing agreement with Pepsi-Cola of the Hudson Valley.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Rodriguez, seconded by Alderman Jean-Francois. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

PRESIDENT J. MIGUEL RODRIGUES: You could say A-Rod too.

CLERK RICHARD MCCORMACK: A-Rod? I think -- is that official?

ALDERMAN ALEX RODRIGUEZ: Thank you.

PRESIDENT J. MIGUEL RODRIGUES: I'll make a motion.

MAN 1: We'll take it.

PRESIDENT J. MIGUEL RODRIGUES: No.

CLERK RICHARD MCCORMACK: Resolution sponsored by Alderman Masi authorizing an agreement with the Humane Society of Port Jervis and Deer Park.

PRESIDENT J. MIGUEL RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderman Witt. Any discussion? Roll.

CLERK RICHARD MCCORMACK: Rodriguez?

ALDERMAN ALEX RODRIGUEZ: Aye.

CLERK RICHARD MCCORMACK: Jean-Francois?

ALDERMAN JUDE JEAN-FRANCOIS: Aye.

CLERK RICHARD MCCORMACK: Johnson?

ALDERMAN PAUL JOHNSON: Aye.

CLERK RICHARD MCCORMACK: Gomez?

ALDERMAN KEVIN GOMEZ: Aye.

CLERK RICHARD MCCORMACK: Green?

ALDERMAN ANDREW GREEN: Aye.

CLERK RICHARD MCCORMACK: Witt?

ALDERMAN KEVIN WITT: Aye.

CLERK RICHARD MCCORMACK: Masi?

ALDERMAN JOSEPH MASI: Aye.

CLERK RICHARD MCCORMACK: President
Rodriguez?

PRESIDENT J. MIGUEL RODRIGUES: Aye.

CLERK RICHARD MCCORMACK: Carries.

That's it for new business.

PRESIDENT J. MIGUEL RODRIGUES: Okay.

Audit.

Mr. President, I move the accounts be audited, the claims be adjusted, and the city treasurer be authorized to issue warrants for their payment.

PRESIDENT J. MIGUEL RODRIGUES:

Resolution sponsored by Alderman Masi, seconded by Alderman Johnson. All those in favor?

ALL: Aye.

PRESIDENT J. MIGUEL RODRIGUES: That's even better, right?

CLERK RICHARD MCCORMACK: I thank you.

PRESIDENT J. MIGUEL RODRIGUES: Move
for adjournment?

ALDERMAN PAUL JOHNSON: So moved.

ALDERMAN ANDREW GREEN: So moved.

Nice.

(Adjourned)

C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certify that the
foregoing transcript is a true and accurate
record of the proceedings.



Sonya M. Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: February 2, 2026



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
JANUARY 20, 2026**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Accept the Minutes of January 2, 2026
 - 3.2. Accept Minutes of December 9, 2025
 - 3.3. Accept Minutes of December 16, 2025
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
 - 22-26 Resolution Re-appointing Alderman Paul Johnson to the City of Middletown Local Development Corporation
 - 23-26 Resolution Authorizing a Proposal from RBT CPA, LLP for the Auditing Services for Fiscal Year 2025
 - 24-26 Resolution Authorizing An Agreement With Orange County For Compensating Use Tax Sharing

25-26 Resolution Authorizing an Agreement with Tri-State Geese Police Patrol 2026

26-26 Resolution Authorizing An Updated Agreement With CivicPlus (Recreation Management) With Five-Year Locked-In Pricing

27-26 Authorization to transfer within the 2025 Fire Budget to cover the cost of a new vehicle.

28-26 Resolution Authorizing First Instance Funding For The Middletown Traffic Operations, Stage 1 Transportation Project

29-26 Resolution Authorizing an Agreement with Pepsi-Cola of the Hudson Valley

30-26 Resolution Authorizing an Agreement with The Humane Society of Port Jervis/Deerpark

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

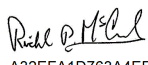


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Witt
 Date of Adoption: January 20, 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.

Signed by:

A32EFA1D769A4ED...

Richard P. McCormack
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Rodriguez	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray				X
Ald. Gomez	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

Accept the Minutes of January 2, 2026

Accept the Minutes of January 2, 2026

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	01.02.26 CC Minutes
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**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Witt
 Date of Adoption: January 20, 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.

Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Rodriguez	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray				X
Ald. Gomez	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

Accept Minutes of December 9, 2025

Prepared by:

Attachments:

1.	12.09.25 CC Special Meeting Minutes
----	-------------------------------------



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Witt
 Date of Adoption: January 20, 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.

Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Rodriguez	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Wray				X
Ald. Gomez	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

Accept Minutes of December 16, 2025

Accept Minutes of December 16, 2025

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	12.16.25 CC Minutes
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**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman, 4th Ward
Rodriguez
 Seconded by: Alderman Masi
 Date of Adoption: January 20, 2026
 Index No: 22-26


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.

Signed by:

A32EEA1D763A4ED

Richard P. McCormack
 Clerk to the Common Council

Names	Ayes	Noes	Abstain	Absent
Ald. Rodriguez	X			
Ald. Jean-Francois	X			
Ald. Johnson			X	
Ald. Wray				X
Ald. Gomez	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
Total	7		1	1

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE498AF42B...

1/21/2026

Joseph M. DeStefano, Mayor

Date

Resolution Re-appointing Alderman Paul Johnson to the City of Middletown Local Development Corporation

Be it resolved that the Common Council of the City of Middletown confirms the Common Council President's reappointment of Alderman Paul Johnson to the City of Middletown Local Development Corporation, for a term expiring on December 31, 2026.

Prepared by:
 Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Green
 Date of Adoption: January 20, 2026
 Index No: 23-26

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.


Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/21/2026

Date

Resolution Authorizing a Proposal from RBT CPA, LLP for the Auditing Services for Fiscal Year 2025

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby approves the proposal submitted by RBT CPAs, LLP to provide auditing services for the City of Middletown for fiscal year 2025; and be it further

RESOLVED, that the total cost of said auditing services shall not exceed Seventy-Five Thousand Dollars (\$75,000.00); and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all agreements and related documents necessary to effectuate this resolution, subject to review and approval by the Corporation Counsel.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	City of Middletown and Middletown IDA CDA Proposal
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PROPOSAL PREPARED ESPECIALLY FOR:

City of Middletown,
City of Middletown IDA, and
City of Middletown CDA

Professional Independent Audit Services

October 6, 2025

Submitted by:
Shannon M. Mannese, CPA, CFE
RBT CPAs, LLP
11 Racquet Road, Newburgh, NY 12550
845-567-9000



LIMITED LIABILITY PARTNERSHIP
CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS



LIMITED LIABILITY PARTNERSHIP
CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS

October 6, 2025

Leonora Liz, Treasurer
City of Middletown
City of Middletown Industrial Development Agency
City of Middletown Community Development Agency
16 James Street
Middletown, NY 10940

Dear Leonora Liz:

RBT CPAs, LLP is pleased to submit our proposal to City of Middletown, City of Middletown Industrial Development Agency, City of Middletown Community Development Agency for Audit Services for fiscal year ending December 31, 2025.

The RBT CPA team has an in-depth understanding of the work to be performed. Our firm is fully qualified and prepared to commit significant resources and provide the highest level of service to ensure your requirements are met.

We are one of the largest public CPA firms in the Hudson Valley. We have been named a Great Place to Work. Plus, we are a committed corporate citizen that gives back to the communities where our team and clients live and work.

By choosing RBT CPAs, you get peace of mind knowing you hired the best. You can trust us to do our job ethically, professionally, and on time every time. We are confident our team of dedicated professionals, our extensive experience in the Hudson Valley and beyond, and our significant level of partner involvement will meet or exceed your highest expectations.

In addition, you can be 100% confident that local RBT CPAs team is doing the work and handling your financial information, from start to finish. We never send work outside of the U.S.A. We know and trust every single one of our team members. We conduct our due diligence and can attest to our associates' qualifications and

October 6, 2025
City of Middletown and Middletown IDA & CDA
Page 2

backgrounds. We support the local causes our team members care about. Plus, we believe hiring local people and keeping jobs in the communities where we operate is simply the right thing to do.

We hope you agree that RBT CPAs is the right organization for your Audit so we can show you firsthand the exceptional client experience, high levels of professionalism, and unwavering ethics we bring to each engagement.

Please let us know if you need any additional information or have any questions. We hope to hear from you soon.

Very truly yours,

Shannon M. Mannese, CPA, CFE

Shannon M. Mannese, CPA, CFE
Partner
845-485-5510
smannese@rbtcpas.com



Section 1: Audit Process

Activities	Dates
<p>In Person Pre-planning Meeting</p> <ul style="list-style-type: none"> • Discuss audit scope and special areas of review • Discuss potential assistance needed above and beyond the scope of the audit • Agree upon coordination plan 	<p>January 2026</p>
<p>Interim Fieldwork</p> <ul style="list-style-type: none"> • Prepare assessment of general control environment, complete all risk assessment related work and fraud reviews • Prepare documentation and testing of monitoring/application controls for the revenue, purchasing/payable, payroll and treasury cycles • Read/abstract government grants and contracts for the year • Prepare confirmations for cash balances and debt • Receive initial schedule of federal expenditures (SEFA) from the City for planning of single audit 	<p>January 2026</p>
<p>Year-End Audit Procedures</p> <ul style="list-style-type: none"> • Test select asset accounts including grants, contracts, and other receivables • Test select liability accounts including debt and government advances • Test grant and contract revenue, contributions and other revenue and expenses • Test Schedule of Expenditures of Federal Awards • Perform OMB Uniform Guidance compliance testing • IDA and CDA completion 	<p>March and April 2026</p>
<p>Completion</p> <ul style="list-style-type: none"> • Closing meeting with management team; review management letter • Meet with management to discuss audit results • Deliver final reports (including final Quality Review) 	<p>June 2026</p>
<p>Other Deliverables</p> <ul style="list-style-type: none"> • Filing of data collection form with clearinghouse 	<p>June 2026</p>



Section 2: Proposed Fee

We estimate our fees* for the services requested to be as follows for the fiscal years ended December 31, 2025:

Professional Service	2025
Annual Audit of the City of Middletown	\$75,000
Annual Audit of the City of Middletown Industrial Development Agency	\$4,850
Annual Audit of the City of Middletown Community Development Agency	\$5,600
Total	\$85,450



We are proud to say our services are never outsourced or offshored and are solely prepared in the USA

*Estimated out-of-pocket expenses are included in the quoted rates and, therefore the fee is an all-inclusive price.

We believe in “earning our way” and will continuously look for ways to increase the efficiency of our services each year, thereby keeping our fees at a fair level year after year. If our estimate does not meet your expectation, please provide us an opportunity to review our fees and determine if our understanding is not correct. We would never want fees to preclude us from an opportunity to continue working with the City, the IDA, and the CDA.

Our fee estimate is based on receiving closed trial balances by an agreed upon date. Records and schedules should be in audit-ready condition, see description on following page. We also anticipate full support from your staff during your audits, in preparing schedules and analyses, gathering necessary documentation and data, and responding to inquiries in a timely manner.



Audit-ready records include, but are not limited to, providing the following documents according to the audit timetable:

- Bank reconciliations agree to cash account balances to bank balances and include support for any reconciling items.
- Detailed receivable schedules, whether due from federal, state, or other governmental sources, agree to receivable balances and include supporting documentation.
- Schedule of utility income and receivable balances reconciled to general ledger.
- Detailed payable schedules agree to liability balances.
- Detailed schedule of bans and bonds reconciled to general ledger/debt service expense.
- Calculation of property tax revenue and deferred revenues.
- Schedule of salaries/personal services and compensated absences are reconciled to general ledger and governmental reports, as appropriate.
- Detailed schedule of open projects, tax reductions, employment data and other information to conform with the PARIS report.
- Detailed schedule of fixed assets shows opening balances, additions, disposals, and ending balances by type of asset.
- Completed schedule of federal expenditures (SEFA), including CFDA numbers, reconciled to general ledger expenditures and federal revenues by program.

Our fees contemplate routine consultation regarding accounting, tax, and other business matters. The City, the IDA, and the CDA should not be concerned about receiving a separate bill for each phone call. In fact, we strongly encourage regular communication and the opportunity to resolve issues as they first appear. In general, we believe the key to fees for services is clear communication of what you will receive, when you will receive it, and how much it will cost. Whether it is through the financial and operational focus of our audit, our year-round service philosophy, or a special consulting assignment, you can always be assured we are committed to quality service that provides demonstrable value.



From time to time, however, you may request that we perform research or services that are above and beyond the scope of the audit process. Such additional services would be billed separately and would include any assistance with the implementation of new standards. We will, of course, discuss the objectives of all such projects and provide you with an estimate of the related fees before beginning any work. Further, we will provide updated estimates of time and fees should the scope of the project change before its completion.

Our current standard rates are below which would be discounted for any additional services provided to the City, the IDA, and/or the CDA.

Our 2025 rates by level of staff are as follows:	Discounted Rate
Partner	\$437
Quality Control	\$437
Manager	\$396
Supervisor	\$356
Senior Accountant	\$306
In-Charge Accountant	\$230
Associate Accountant	\$194
Administrative Assistant	\$173



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

THE FOLLOWING WAS PRESENTED

By: Alderman Witt
 Seconded by: Alderman Masi
 Date of Adoption: January 20, 2026
 Index No: 24-26

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.

Signed by:

A32EFA1D763A4ED

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

06383BE49BAF42B...

Joseph M. DeStefano, Mayor

1/21/2026

Date

Resolution Authorizing An Agreement With Orange County For Compensating Use Tax Sharing

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes an agreement with the County of Orange for Compensating Use Tax Sharing through the year 2029;

BE IT FURTHER RESOLVED, that said agreement shall remain in full force and effect with no changes to the existing terms;

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement and any related documents necessary to effectuate this resolution

Prepared by:

Leonora Liz, Treasurer

Attachments:

1.	Sales Tax Sharing Agreement 2026
----	----------------------------------

THE COUNTY OF ORANGE SALES & COMPENSATING USE TAX SHARING AGREEMENT

THIS AGREEMENT is made this ____ day of January 2026, by and among THE COUNTY OF ORANGE, and THE CITY OF NEWBURGH, THE CITY OF MIDDLETOWN AND THE CITY OF PORT JERVIS (the three cities are collectively referred to herein as the “CITIES”), all municipal corporations organized and existing by virtue of the laws of the State of New York.

WHEREAS, Article 29 of the Tax Law of the State of New York authorizes certain municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as therein specified, to be administered by the New York State Tax Commission, and further provides certain priorities and preemptive rights, and

WHEREAS, THE COUNTY OF ORANGE, by virtue of New York State law, including, but not limited to, NY Tax Law §1210(i)(35), has imposed a sales and compensating use tax that, as of the time of this Agreement, is three and three-quarters percent (3¾%), and

WHEREAS, over many years there have been a series of agreements among the parties hereto to provide for the sharing of the net sales and compensating use tax monies received by THE COUNTY OF ORANGE among the three cities as parties to such agreements, as well as the various Towns and Villages not parties to such agreements (receiving same as third-party beneficiaries to such agreements), the last of such agreements expiring by its terms on February 28, 2026, and

WHEREAS, the parties hereto agree that for due and sufficient consideration acknowledged by them, they desire to enter into and execute this Agreement and be bound by the terms hereof, and

WHEREAS, by resolutions duly adopted by the governing bodies of each party hereto, the parties have agreed upon a plan whereby THE COUNTY OF ORANGE will share with the CITIES the net sales and compensating use taxes it receives in such proportions as set forth below and agreed upon by the respective elective governing bodies of the parties, as provided and authorized in NY Tax Law § 1262(c), and

WHEREAS, the Charters, laws and resolution adopted by the governing bodies of each of the parties hereto authorizes the Chief Elected Official or the Chief Executive Officer of their respective municipalities to execute this Agreement on behalf of each of them,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. THE COUNTY OF ORANGE, during the term of this Agreement, shall continue to impose the taxes described in NY Tax Law § 1210(a), to the extent it is authorized by New York State to do so, at a rate of three percent (3%) or at a greater rate that may be authorized by the State of New York (presently three and three-quarters percent [$3\frac{3}{4}$ %]), subject to the terms herein below.
2. The term of this Agreement shall commence on March 1, 2026, and terminate on February 28, 2029.
3. The implementation of the distribution formula contained herein and the distribution of the respective portion of the net sales and compensating use taxes received by THE COUNTY OF ORANGE with the municipalities as set forth herein are contingent upon the CITIES, and each of them, hereby agreeing to and actually forbearing from preempting the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the period of this Agreement. By entering into this Agreement each

of the CITIES agrees to refrain from imposing any sales and compensating use taxes otherwise authorized by NY Tax Law § 1210, or elsewhere, except that the CITIES can impose sales taxes described in NY Tax Law § 1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).

4. The CITY OF NEWBURGH has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Newburgh, authorized its City Manager to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Middletown, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF PORT JERVIS has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. Notwithstanding the foregoing, each of the CITIES is empowered to preempt the sales and compensating use tax by imposing the sales taxes described in NY Tax Law §1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).
5. The distributions to be made by the County hereunder are to be based upon the sales and compensating use tax monies received by THE COUNTY OF ORANGE (presently

at the rate of three and three-quarters [$3\frac{3}{4}\%$]), less the expenses of the Commissioner of Taxation and Finance for administration and collection and amounts withheld for refunds. The expenses of the Commissioner of Taxation and Finance and amounts withheld for refunds shall be deducted from the gross receipts prior to the payment to THE COUNTY OF ORANGE by the New York State Comptroller, pursuant to NY Tax Law § 1261 or other applicable law, and the remainder shall be the “net collections” of THE COUNTY OF ORANGE as such term is defined in NY Tax Law § 1262(f).

6. For the term of this Agreement, the net collections of the sales and compensating use taxes imposed by THE COUNTY OF ORANGE shall be retained by THE COUNTY OF ORANGE or allocated and disposed of as follows:

A. THE COUNTY OF ORANGE shall retain for purposes of THE COUNTY OF ORANGE seventy-three and six hundred sixteen thousandths percent (73.616%) of the above described net collections.

B. THE COUNTY OF ORANGE shall allocate and distribute twenty-six and three hundred eighty-four thousandths percent (26.384%) of the above described net collections to the CITIES, Town and Villages as follows:

1. Thirty-two and five hundred twenty-five thousandths percent (32.525%) thereof to the CITIES as provided below.

2. Sixty-seven and four hundred seventy-five thousandths percent (67.475%) thereof to the Towns and Villages as provided below.

C. For the term of this Agreement, the amount to be distributed to the three CITIES (32.525% of the 26.384% of net collections of sales and compensating use taxes

received by THE COUNTY OF ORANGE) shall be divided among them according to the following percentages of the noted 32.525%:

NEWBURGH	42.451%
MIDDLETOWN	44.640%
PORT JERVIS	12.909%

- D. Said percentages, as they relate to the relative populations as reflected in the 2020 Census, have been confirmed by the Finance Department of THE COUNTY OF ORANGE. It has been agreed to among the CITIES, and consented to by THE COUNTY OF ORANGE, that the above percentages for each of the CITIES shall be adjusted in future years and future agreements in accordance with the relative adjustments in the population of each of the CITIES, as evidenced in each of the future United States decennial census population data or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE.
- E. The monies allocated to the Towns located within THE COUNTY OF ORANGE shall be divided among them based upon their respective populations, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE. Provided, where a village located within THE COUNTY OF

ORANGE elects a direct cash payment provided for in NY Tax Law § 1262(c), the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within a town in which such village is located bears to the total population of the entire town, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE, except that if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of NY Tax Law § 1262(c), the amount to be paid to it shall be determined by the ratio that the full valuation of real property in the Village bears to the full valuation of the entire Town of Highlands.

7. The amounts to be allocated to the CITIES, Towns and Villages shall be calculated quarterly during the term of the Agreement, based upon the net amount of sales and compensating use tax revenue as described herein and received by THE COUNTY OF ORANGE during the previous quarter.
8. The distributions to the municipalities under this Agreement will be made on or about the 30th day of January, April, July and October of each year covered by this Agreement. The first such payment shall be made on or about April 30, 2026.
9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefore agree to commence negotiations for a new agreement on or about November 1, 2027. In the event a renegotiated agreement

or such other agreement is not reached on or before June 1, 2028, then any of the CITIES that are parties to this Agreement shall notify THE COUNTY OF ORANGE pursuant to NY Tax Law § 1223 of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2029. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from THE COUNTY OF ORANGE to the end of the term of this Agreement with minimal interruption.

10. The parties are aware, as set forth above, that the present sales and compensating use tax rate is three and three-quarter percent ($3\frac{3}{4}\%$). Notwithstanding anything to the contrary provided elsewhere in this Agreement, if the present $3\frac{3}{4}\%$ sales and compensating use tax rate (“rate”) is ever changed, then the reduced or increased rate shall be immediately substituted for the $3\frac{3}{4}\%$ rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in paragraph “6” above shall be adjusted to reflect the new rate. For example, if the rate were reduced from the present $3\frac{3}{4}\%$ to 3%, then the CITIES and Towns would receive 26.384% of the net collections, as noted above, from the 3% rate, and if the rate increased from the present $3\frac{3}{4}\%$ rate to 4%, then the CITIES and Towns would receive 26.384% of net collections, as noted above, from the 4% rate, all less any administrative or other costs as described above. Villages may receive their respective shares as otherwise provided for herein and in applicable State law. Net collections from such additional or lesser rates that are not required to be paid to the CITIES, Town and Villages as described herein shall be retained by THE COUNTY OF ORANGE for its own purposes.

11. In the event New York State assumes responsibility for funding or paying out of State funds THE COUNTY OF ORANGE's Medicaid expenses, or in the event there is any other action taken by the State of New York whereby the State assumes a responsibility and an expense of THE COUNTY OF ORANGE and in exchange therefore the State retains a portion of THE COUNTY OF ORANGE's net collections that are the subject of this Agreement, the rights of the parties will be affected pursuant to the terms of this paragraph. If the expense of THE COUNTY OF ORANGE for any program taken over by the State of New York equals or exceeds the amount such net collections of THE COUNTY OF ORANGE retained by the State of New York, then THE COUNTY OF ORANGE shall continue to distribute to the other municipalities the same 26.384% of the sales tax revenue generated by the three percent (3%) tax even though THE COUNTY OF ORANGE may no longer be receiving its 76.616% of the original amount of such revenues. If THE COUNTY OF ORANGE's expense for any such program taken over by the State is less than the amount of THE COUNTY OF ORANGE's net collections retained by the State of New York, then the net loss suffered by THE COUNTY OF ORANGE shall be shared by THE COUNTY OF ORANGE, the CITIES and the Towns and Villages in the same proportion as that by which the revenues are retained and distributed.
12. In the event that any of the CITIES or a Town or a Village incurs a monetary debt or obligation to THE COUNTY OF ORANGE, and said debt or obligation remains outstanding for one year after it has become due and owing to THE COUNTY OF ORANGE following good faith discussions with THE COUNTY OF ORANGE to satisfy the debt or obligation, then THE COUNTY OF ORANGE is authorized herein

to deduct an amount equal to such outstanding amount of such debt or obligation, to include statutory interest and penalties, if applicable, from that municipality's share of the net collections of THE COUNTY OF ORANGE due that municipality as provided in this Agreement. Such deductions shall be from the payment(s) scheduled to be made next following the above-referenced one year anniversary of the date the debt or obligation accrued, and from each successive share otherwise due to the municipality until the debt or obligation has been paid in full. A municipality may request that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

13. The parties desire to express their intent to continue the terms of the prior agreement to this Agreement (the one in existence at the time this Agreement is entered into) and in the event an interpretation of this Agreement is necessary, the prior agreement reference in the third "WHEREAS" clause of this Agreement shall be used to interpret the intentions of the parties hereto, to the extent necessary and with the understanding that some of the terms of this Agreement may have been intentionally modified by the parties to have a different intent than the prior agreement. The changes to this Agreement in comparison to the prior agreement are intended to recognize, among other things, THE COUNTY OF ORANGE's current sales and compensating use tax rate of $3\frac{3}{4}\%$, *i.e.*, the rate of THE COUNTY OF ORANGE, not including the New York State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District. The changes in this Agreement are also intended to develop a contingency in the event THE COUNTY OF ORANGE rate ever changes (either by increase or decrease) from the present rate of $3\frac{3}{4}\%$ to ensure that the parties respective

percentage shares of the rate, whatever that may be, and whatever such rate actually is, are continued as the same percentage of any new rate, except as otherwise provided in this Agreement.

14. The parties further agree to submit this Agreement for any necessary approvals by the State of New York or any officer, agency, or department thereof, and if it is not so approved the parties shall expeditiously renegotiate this Agreement to the extent necessary, leaving as is any provision of this Agreement which would be valid, or which was not disapproved, as being to continue in full force and effect for a period of one year pending such renegotiation.

15. This Agreement may be signed in counterparts, and facsimile signatures shall be considered valid and binding.

IN WITNESS HEREOF, the parties have hereunto set their hands, and seals if so affixed, on the day and year as set forth below.

THE COUNTY OF ORANGE

CITY OF NEWBURGH

BY: _____
Hon. Steven M. Neuhaus, County Executive

BY: _____
Hon. Todd Venning, City Manager

CITY OF MIDDLETOWN

CITY OF PORT JERVIS

BY:  _____
Hon. Joseph M. DeStefano, Mayor

BY: _____
Hon. Dominic M. Cicalese, Mayor



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

THE FOLLOWING WAS PRESENTED

By: Alderman Green
 Seconded by: Alderman Masi
 Date of Adoption: January 20, 2026
 Index No: 25-26

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.

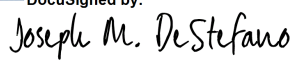
Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

063B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/21/2026

Date

Resolution Authorizing an Agreement with Tri-State Geese Police Patrol 2026

BE IT 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. Agreement with Tri-State Geese Police Control in 2026. Same rate at last year, \$385/week and \$75/nest found and treated. Their work last year met expectations in reducing the geese population in our parks serviced.

Prepared by:
 Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	Geese Police Contract
----	-----------------------

TRI-STATE



GEESE POLICE

Call Us To...*Get The FLOCK OUT!*

P.O. BOX 283, DINGMANS FERRY, PA 18328

PHONE: 877-GEESE 86 (433-7386) • FAX: 570-686-1503

December 8, 2025

Middletown Recreation and Parks Department
Attn: Raelynn Bertholf, Superintendent of Recreation
Address: 393 County Route 78, Middletown, NY 10940
Office: 845-346-4180
Fax: 845-344-2918
Email: raelynn@middletown-ny.com

Re: Agreement for Weekly Services at **Middletown Recreation and Parks Department**
Middletown, New York

Dear Raelynn:

Thank you for your interest in the services of Geese Police. Please sign the proposals and fax or mail one copy to us. Upon receipt of signed proposal, we will be able to begin services at your request.

Geese Police will provide environmentally safe Canada goose control with use of working border collies. Geese Police will subsequently visit your site at least once a day or more as deemed necessary by Geese Police during any additional week of service. Geese Police visits to the site will occur at different periods of the day for seven (7) days a week.

FEES FOR SERVICE: Geese Police charges the following fees for the service:

- **Fancher Davidge Park
- **Davidge Park Extension
- **Watts Park
- **Maple Hill Park

Weekly Price: **\$ 385.00 /Per Week****
Billed directly to facility.

****Price if sites are serviced simultaneously****

****Suggested Service Dates: February 19, 2026 – June 16, 2026 and August 12, 2026 – November 24, 2026 (32 Weeks Total)****

Addling Fee: **\$75.00/ Per Nest Found and Treated**
(We Addled 5 Nests in 2025. Budget for the same amount in 2026 \$375.00.)

The additional weekly service will be billed as listed above provided that there is not a five (5) week lapse of service. Geese Police has determined that the conditioning of the Canada Geese will be lost if not subjected to the Border Collies for a period of five (5) weeks. If there is a lapse of five (5) weeks of service, Geese Police will conduct the initial two (2) week service and the client will be charged for that service. It will be the responsibility of the client to notify Geese Police when the services will begin and end for this as needed service contract. Geese Police will provide the service as required and it will be the responsibility of the client to notify Geese Police to end the service. Geese Police will assist the client in making these decisions to achieve the best Canada Goose control program.

ADDLING CHARGES: Geese Police recommends that all its clients register for the ***Resident Canada Goose Nest Egg Registration*** to obtain federal authorization for treating Canada goose nests and eggs on your property. This new regulation, that replaces the federal permit requirement, is necessary for addling of the Canada goose eggs on your property, which authorizes the control of local population of Canada Geese by freezing, shaking, puncturing or oiling of the eggs and immediately replacing the eggs to the nest. This procedure requires a “no-feeding” policy to be in effect at all times. The client will be responsible for registering with the US Fish & Wildlife Service. Geese Police will assist the client in this process. Geese Police will also supply the information required for the annual report due at the end of the season. Geese Police will give the client permission to name Geese Police as the ***agent/employee***. Geese Police will be named as ***agent/employee*** under the condition that Geese Police will be the only entity to handle the eggs and nests. If another company or your employees handles the eggs or nests, Geese Police will assess a penalty of \$1,000.00 per occurrence. In addition to our weekly service charge, there will be an addling charge of **\$75.00 per nest**.

Land owners and public land managers must be registered for the current breeding season to lawfully conduct these activities as is required since under 16 U.S.C. §707, any individual who takes, kills, attempts to take or pursues any migratory bird, nest or egg shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than \$15,000.00 or be imprisoned not more than six (6) months or both.

SAFETY SUGGESTIONS: Geese Police strongly recommends not to use fishing string, wire or rope to grid lake surfaces. It creates a hazard for our dogs, as well as the geese, other birds and wildlife. It also increases your liability and creates maintenance hazards. Geese Police uses various techniques to persuade geese out of ponds and surrounding areas. It is not necessary to grid lake surfaces with the service provided by Geese Police. The Geese Police techniques are environmentally safe and approved by the State and the Federal Fish & Wildlife Services.

“NO FEEDING” SIGNS: Geese Police strongly suggests that “No Feeding the Water Fowl” signs be placed at your site. Please check with your local municipality to determine if there is an ordinance pertaining to the feeding of Canada Geese. If your municipality has such an ordinance, inquire about having the signs indicate the ordinance number. Geese Police is also available to make suggestions for newsletters and bulletin board notices.

NOTIFICATIONS: It is the client’s responsibility to notify Geese Police at least twenty-four (24) hours prior to the application of any chemicals including but not limited to fertilizers, pesticides, herbicides, insecticides, fungicides and water treatments at the site. The chemicals can have an adverse effect on the Border Collies and handlers. Geese Police will not be at the site for a period of twenty-four (24) hours after the application. If the client fails to notify Geese Police of a chemical application at the site and a Border Collie or handler are adversely effected then the client will be responsible for all ensuing damages.

INDEMINITY: Geese Police is fully insured to conduct its service. Geese Police will indemnify and hold harmless the client for any damages that may result from the operation. Geese Police will furnish a copy of its insurance binder upon request.

PAYMENT: The client will pay the service fee for the initial two (2) week period prior to the start of the service at the site. The client will pay the additional weekly services upon receipt of the invoice. The client will be assessed an interest rate of one and half (1½ %) percent monthly or eighteen (18%) percent annual on any invoice that is thirty (30) days late. If Geese Police is required to initiate legal proceedings to collect unpaid amounts, the client will be responsible for all fees and costs incurred by Geese Police to collect said amounts.

If this Agreement is acceptable, please sign below and return this letter to our office. Thank you for choosing Geese Police for your Canada Goose control.

Very truly yours,
Craig Neveras
Craig Neveras, Owner & President
Geese Police of the Tri-State Area

Middletown Recreation and Parks Department hereby agrees and accepts the aforementioned terms and conditions on this ____ day of _____, 2025.

Middletown Recreation and Parks Department

DocuSigned by:
Joseph M. DeStefano

1/21/2026

Signature of Authorized Agent

Print Name/Title



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

THE FOLLOWING WAS PRESENTED

By: Aldermwan, 2nd Ward
Gomez
Seconded by: Alderman Witt
Date of Adoption: January 20, 2026
Index No: 26-26

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.

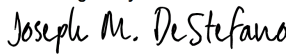
Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/21/2026

Date

Resolution Authorizing An Updated Agreement With CivicPlus (Recreation Management) With Five-Year Locked-In Pricing

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an updated agreement with CivicPlus (Recreation Management) with locked in pricing for 5 years. CivicPlus increased its pricing by \$2,304.75. They are giving a 50% discount on this year's increase because I explained we did not budget for this increase. I budgeted for a 5% uplift, expecting the cost of 2026 to be \$12,099.04. This year's difference not budgeted for is \$576.18.

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.	CivicRec Contract
----	-------------------



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-111218-1

Date:

11/7/2025 9:13 AM

Customer:

MIDDLETOWN CITY,
 NEW YORK

QTY	DESCRIPTION
1.00	Recreation Management Pay Annual maintenance and support fee
1.00	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.
1.00	Recreation Management Annual Fee
1.00	AudioEye Enterprise
	Annual Recurring Services – Year 1 2026
	USD 12,676.12
	Annual Recurring Services – Year 2 2027
	USD 14,519.93
	Annual Recurring Services – Year 3 2028
	USD 15,245.93
	Annual Recurring Services – Year 4 2029
	USD 16,008.22
	Annual Recurring Services – Year 5 2030
	USD 16,808.61

1. This renewal Statement of Work ("SOW") is between City of Middletown, NY ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 1/1/2026 and end on 12/31/2030 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on January 1 of each calendar year subject to an annual increase of 5%.

4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-111218-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

DocuSigned by:
Joseph M. DeStefano
953B3BE49BAF42B...

By:

Amy Vikander

Printed Name:

Joseph M. DeStefano

Printed Name:

Amy Vikander

Title:

Mayor

Title:

Senior Vice President of Customer Success

Date:

1/21/2026

Date:

11/24/2025

Organization Legal Name:

City of Middletown - Recreation Department

Billing Contact:

Raelynn Bertholf

Title:

Superintendent of Recreation

Billing Phone Number:

845-346-4180

Billing Email:

RaelynnemiddletownNY.gov

Billing Address:

393 County Rt. 78

Middletown, N.Y. 10940

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Pending

Raelynn Bertholf

From: Rae Ann Steffensmeier <raeann.steffensmeier@civicplus.com>
Sent: Thursday, November 20, 2025 12:25 PM
To: Raelynn Bertholf
Subject: Thank you for meeting with me/CivicPlus

Hi Raelynn,

Thank you again for your time today. I'm happy to get this information over to you so you have everything in one place, including the breakdown of your pricing options, the frequently asked questions regarding CivicPlus pricing, and a five-year projection based on a standard 5% annual uplift.

Pricing Breakdown Based on Your Current Target (\$13,828.50)

- **Last Year (LY):** \$11,523.75
- **This Year Target (TY):** \$13,828.50
- **Difference (TY – LY):** \$2,304.75

Discount Scenarios

- **25% off the increase**
 - Actual discount: **\$576.19**
 - Adjusted total: **\$13,252.31**
- **50% off the increase**
 - Actual discount: **\$1,152.38**
 - Adjusted total: **\$12,676.13**
- **Standard 5% uplift (no discount)**
 - Increase: **\$576.19**
 - Adjusted total: **\$12,099.94**

Five-Year Projection (5% Uplift on \$13,828.50 Year-Over-Year)

Year	Total with 5% Increase
Year 1	\$14,519.93
Year 2	\$15,245.92
Year 3	\$16,008.22
Year 4	\$16,808.63
Year 5	\$17,649.06

Frequently Asked Questions

Why is CivicPlus increasing its solution prices?

A combination of many factors has led us to adjust our pricing. Costs continue to rise, and we want to maintain and improve the high level of service we provide each year. We have made significant investments in

cybersecurity and are enhancing integrations between products. We also launched the CivicPlus Portal, which will help improve resident trust and satisfaction.

By adjusting pricing, we can remain competitive, retain top engineering talent, and reinvest in our technology to meet the evolving needs of governments.

When will my new pricing be effective?

Your new pricing will take effect on the next renewal date of your contract.

What services are included in my annual service fees?

Annual fees include an ongoing set of product enhancements and integrations, including:

- Enhanced cybersecurity protections
- Continued platform and product improvements

An account executive previously promised no price increase for a certain term—are we exempt?

We will honor all fully executed contracts. Please contact your renewal specialist for details.

Can we opt out of additional services to keep pricing flat?

No. All enhancements are available to all customers and cannot be excluded on an individual basis.

Is inflation the only factor behind the increase?

Inflation is a factor, but not the only one. Rising operating costs, cybersecurity investment, product integrations, and platform enhancements all contribute.

We have other options—why should we stay with CivicPlus?

We understand you have choices. CivicPlus offers:

- Deep product integrations
- The CivicPlus Portal for improved transparency and resident engagement
- Industry-leading cybersecurity capabilities
- Competitive pricing compared to major gov-tech providers
- A financially stable long-term partner committed to innovation

How does your pricing compare to other government technology providers?

We conducted a thorough market analysis to ensure our pricing remains competitive for a provider of our scale and capabilities. Staying with CivicPlus provides:

- More time-saving integrations
- Access to the CivicPlus Portal
- Stronger cybersecurity protections
- Access to an award-winning support team

Will these increases impact additional software we're considering purchasing?

Please reach out to your customer success manager regarding specific solutions. We will work with you to find options that fit your budget.

Can we remit payment via credit card?

We request that customers avoid credit card payments; however, ACH is available for digital transactions.

We don't have 2025 budget dollars to accommodate the increase—what are our options?

Please speak with your renewal specialist. We will do our best to find a pricing solution that fits your budget needs.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: Alderman Johnson
 Seconded by: Alderman Jean-Francois
 Date of Adoption: January 20, 2026
 Index No: 27-26

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.

Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BF49BAF42B

Joseph M. DeStefano, Mayor

1/21/2026

Date

Resolution Authorizing a \$14,875.00 Budget transfer within the 2025 Fire Budget to cover the cost of a new vehicle for the Fire Chief

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the Treasurer to transfer a total of Fourteen Thousand Eight Hundred Seventy-Five Dollars (\$14,875.00) as follows, to partially cover the cost of a new vehicle for the Fire Chief.

FROM ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT TRANSFERRED TO
A.3410.204	Radio Systems	\$2,500.00 A.3410.200 – Other Equipment
A.3410.207	Hose & Appliances	\$1,600.00 A.3410.200 – Other Equipment

A.3410.220	Uniforms	\$1,375.00	A.3410.200 – Other Equipment
A.3410.417	Gas & Oil	\$2,500.00	A.3410.200 – Other Equipment
A.3410.492	Fire Recognition	\$2,500.00	A.3410.200 – Other Equipment
A.3410.506	Physical Exams	\$2,900.00	A.3410.200 – Other Equipment
A.3420.450	Fire Station Materials & Supplies	\$1,500.00	A.3410.200 – Other Equipment
TOTAL		\$14,875.00	

Prepared by:
Robert Brady, Chief FD

Attachments:

1.	2025 FD Budget Transfer 010626
----	--------------------------------



81 East Main St.
 Middletown, NY 10940

www.middletownfiredept.com

845-344-5003
 845-344-5031 Fax

January 6, 2026

Board of Estimate
 City of Middletown
 16 James Street
 Middletown, NY 10940

The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to transfer the following monies WITHIN the 2025 Fire Department Operating Budget:

<u>From:</u>		<u>To:</u>
A.3410.204 Radio Systems	\$ 2,500.	
A.3410.207 Hose & Appliances	\$ 1,600.	
A.3410.220 Uniforms	\$ 1,375.	
A.3410.417 Gas & Oil	\$ 2,500.	
A.3410.492 Fire Recognition	\$ 2,500	
A.3410.506 Physical Exams	\$ 2,900.	
A.3420.450 Fire Station Materials & Supplies	\$ 1,500	
		\$ \$ 14,875
		A.3410.200 Other Equipment

Partially cover new vehicle

Sincerely,

Bob Brady
 Fire Chief

Nick Barber, Fire Chief

Robert Brady, 1st Asst. Chief, Randy MacLean, 2nd Asst. Chief, Nick Elia, 3rd Asst. Chief
 Sean Gerow Secretary, William R. Kelder Treasurer

Monhagen's Eagles Excelsior's McQuoid's Phoenix Ontario's Waalkill's Fire Police Local 1027



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

THE FOLLOWING WAS PRESENTED

By: Alderman Jean-Francois
 Seconded by: Alderman Witt
 Date of Adoption: January 20, 2026
 Index No: 28-26

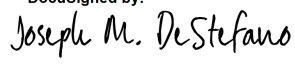
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Signed by:


Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:


Joseph M. DeStefano, Mayor

1/21/2026

Date

Resolution Authorizing First Instance Funding For The Middletown Traffic Operations, Stage 1 Transportation Project

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Middletown Traffic Operations, Stage 1 in the City of Middletown, Orange County, PIN 8757.07 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 214-21 adopted by the City of Middletown on October 19, 2021 approved and agreed to advance the Project by making a commitment of 100% of the non-

federal share of the costs of construction and construction inspection work, and increased the federal and non-federal share of costs for the additional preliminary engineering work for the project.

WHEREAS, Resolution No. 241-24 adopted by the City of Middletown on November 19, 2024 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work, and increased the federal and non-federal share of costs for the additional preliminary engineering work for the project.

WHEREAS, it was subsequently found necessary to undertake additional construction, and construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional construction, and construction inspection work for the project; and

NOW, THEREFORE, the Middletown City Council, duly convened does hereby

RESOLVE, that the Middletown City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Middletown City Council hereby authorizes the City of Middletown to pay in the first instance 100% of the federal and non-federal share of the cost of the additional construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$715,000** (\$25,191,203 minus the previous \$24,476,203) is hereby appropriated from Capital Fund H.908.900 and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Middletown City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor thereof, and it is further

RESOLVED, that the Mayor of the City of Middletown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Middletown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Mayor, the following municipal titles: Commissioner of Public Works, City Engineer and City Treasurer are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

Sponsor: **City of Middletown**
PIN: **8757.07** BIN: **N/A**
Comptroller's Contract No. **D035608**
Supplemental Agreement No. **5**
Date Prepared: **12/18/2025** By: **GC**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 5 to D035608 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and

City of Middletown (the Sponsor)
Acting by and through the **Mayor**
with its office at **16 James Street, Middletown, NY 10940.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

- Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- Amends a previously adopted Agreement by adding:
 - Appendix B M/WBE/SDVOB.
 - Retention Exhibit.
 - Other: _____
- Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Middletown**
PIN: **8757.07** BIN: **N/A**
Comptroller's Contract No. **D035608**
Supplemental Agreement No. **5**
Date Prepared: **12/18/2025** By: **GC**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:
By: DocuSigned by:
Joseph M. DeStefano
953B3BE49BAF42B...
Print Name: Joseph M. DeStefano
Title: Mayor

SPONSOR ATTORNEY:
By: Signed by:
Alex Smith
A26328D8C6CB40B...
Print Name: Alex Smith

STATE OF NEW YORK)
)ss.:
COUNTY OF **ORANGE**

On the 21 day of January in the year 2026, before me the undersigned personally appeared Joseph M. DeStefano and Alex Smith, 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.

Richard P. McCormack
Notary Public- State of New York
NO. 01MC6302099
Qualified in Orange County
Commission Expires April 28, 2026

Signed by:
Richard P. McCormack
A32EFA1D763A4ED...
Notary Public
My Commission Expires: April 28, 2026

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for 8757.07
PIN

OSC Contract #: <u>D035608</u>	Contract Start Date: <u>2/16/2017</u> <small>(mm/dd/yyyy)</small> Contract End Date: <u>9/30/2029</u> <small>(mm/dd/yyyy)</small> <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 5	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Middletown <input type="checkbox"/> State Administered Other Municipality/Sponsor (if applicable): <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS	
Work Type: HWY INTERSECTION IMP	County (If different from Municipality): ORANGE COUNTY
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>	
Project Description: City of Middletown Traffic Operations, Stage 1, City of Middletown, Orange County	
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

A. Summary of Participating Costs FOR ALL PHASES <small>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</small>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8757.07.121	Current	STP (80%)	\$1,600,203.00	\$1,280,162.00	\$240,030.00	\$80,011.00	\$0.00
	Old	STP (80%)	\$1,600,203.00	\$1,280,162.00	\$240,030.00	\$80,011.00	\$0.00
8757.07.221	Current	STP (80%)	\$15,000.00	\$12,000.00	\$2,250.00	\$750.00	\$0.00
	Old	STP (80%)	\$15,000.00	\$12,000.00	\$2,250.00	\$750.00	\$0.00
8757.07.321	Current	STP (80%)	\$16,467,000.00	\$13,173,600.00	\$2,470,050.00	\$823,350.00	\$0.00
	Old	STP (80%)	\$15,752,000.00	\$12,601,600.00	\$2,362,800.00	\$787,600.00	\$0.00
8757.07.322	Current	CMAQ (80%)	\$6,966,000.00	\$5,572,800.00	\$1,044,900.00	\$348,300.00	\$0.00
	Old	CMAQ (80%)	\$6,966,000.00	\$5,572,800.00	\$1,044,900.00	\$348,300.00	\$0.00
8757.07.122	Current	CMAQ (80%)	\$143,000.00	\$114,400.00	\$21,450.00	\$7,150.00	\$0.00
	Old	CMAQ (80%)	\$143,000.00	\$114,400.00	\$0.00	\$28,600.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$25,191,203.00	\$20,152,962.00	\$3,778,680.00	\$1,259,561.00	\$ 0.00




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

THE FOLLOWING WAS PRESENTED

By: Alderman, 4th Ward
Rodriguez
Seconded by: Alderman Jean-Francois
Date of Adoption: January 20, 2026
Index No: 29-26


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.

Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE498AF42B...

Joseph M. DeStefano, Mayor

1/21/2026

Date

Resolution Authorizing an Agreement with Pepsi-Cola of the Hudson Valley

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the execution of two agreements with Pepsi Cola for the placement and operation of two vending machines at **City Hall** — one for beverages and one for snacks.

RESOLVED, that the Mayor is hereby authorized to execute said agreements and any related documents necessary to effectuate this resolution, subject to review and approval by the Corporation Counsel.

There is **no cost to the City** associated with these agreements. All installation, maintenance, stocking, and servicing of the machines will be handled by Pepsi Cola of the Hudson Valley.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Pepsi Cola Vending Machine Agreement
----	--------------------------------------

EQUIPMENT PLACEMENT AGREEMENT PEPSI-COLA OF THE HUDSON VALLEY (PCHV) ONE PEPSI WAY • NEWBURGH, NEW YORK 12550 • PHONE (845) 562-5400		<input type="checkbox"/> FOOD SERVICE <input checked="" type="checkbox"/> VENDOR/ <input checked="" type="checkbox"/> VISA COOLER		AGREEMENT NUMBER 28114	
		IS CUSTOMER UNDER NEW OWNERSHIP/MANAGEMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IS THIS A NEW CUSTOMER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DOES THIS CUSTOMER HAVE EXISTING PEPSI EQUIPMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, INDICATE TYPE OF EQUIPMENT		DATE OF OWNERSHIP CHANGE: _____ DATE OF AGREEMENT: _____	
CUSTOMER NO. _____ CATEGORY _____ GEO./LOCATION _____		TYPE OF EQUIPMENT/PRODUCT <input checked="" type="checkbox"/> VENDOR <input type="checkbox"/> POST MIX <input type="checkbox"/> BIB <input type="checkbox"/> BOTTLES <input type="checkbox"/> VISA COOLER <input type="checkbox"/> PRE-MIX <input type="checkbox"/> CANS		FEDERAL ID NO. _____ DRIVER'S LICENSE NO./STATE _____ COUNTY/CITY _____ TAX CODE _____	
EQUIP. LOCATION		CUSTOMER'S DBA NAME CITY OF MIDDLETOWN CITY HALL		BUYER'S EMAIL RICK MCCORMACK 845-346-4168	
BILLING ADD.		LOCATED AT (MALLS, PARKS, BLDG., ETC.) _____		HOURS OPEN 8 AM - 5 PM	
EQUIP. ADD.		ADDRESS 16 JAMES ST		CALL DAY _____ DELIVERY DAY _____ CALL TIME _____	
EQUIP. INFO.		CITY/STATE/ZIP CITY OF MIDDLETOWN, NY 10940		PERSON TO CONTACT _____ T/S PHONE _____	
EQUIP. DETAIL		CORPORATE / OPERATOR NAME _____		A/R-BILL TO NUMBER _____ PCHV. <input type="checkbox"/> COD <input type="checkbox"/> CHG. NAT. <input type="checkbox"/> PDA <input type="checkbox"/> CHG.	
EQUIP. SPEC.		ADDRESS / P.O. BOX _____		PHONE (____) _____ SUP/ROUTE/SUFFIX _____	
EQUIP. TYPE		CITY/STATE/ZIP _____		TYPE OF ACCOUNT <input type="checkbox"/> STANDARD <input type="checkbox"/> NATIONAL <input type="checkbox"/> LOCAL <input type="checkbox"/> LVL <input type="checkbox"/> SEASONAL <input type="checkbox"/> SPL. EVENT <input type="checkbox"/> FULL SERVICE	
EQUIP. OWNER		OWNER'S NAME / ADDRESS _____		HOME PHONE (____) _____	
EQUIP. LANDLORD		LANDLORD'S NAME/ADDRESS _____		LANDLORD'S PHONE (____) _____	
EQUIP. BUSINESS		HAS OWNER PREVIOUSLY OR CURRENTLY DONE BUSINESS WITH PCHV? IF YES, UNDER WHAT NAME? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		IS THERE A CHANGE OF BUSINESS NAME? IF YES, INDICATE FORMER NAME/ACCT. NO. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
EQUIP. AUTH.		WHEN COMPLETED IN FULL, SIGNED BELOW AND ON THE REVERSE SIDE, THIS AGREEMENT AUTHORIZES PEPSI-COLA OF THE HUDSON VALLEY (PCHV) TO:		FOR OFFICE USE ONLY CONTRACT RECEIVED _____ TP CODE 1-STANDARD/LOCAL 2-NATIONAL 3-SPL EVENT 4-SEASONAL CHECK (✓) IF COMPLETED <input type="checkbox"/> ARSCUST <input type="checkbox"/> RSSRFM <input type="checkbox"/> VNSMAINT <input type="checkbox"/> TELE-SELL <input type="checkbox"/> ALERT <input type="checkbox"/> FILE RECEIVED RENTAL PMT (CHECK NO / DATE / AMT) _____ LOCATION OF EQUIPMENT _____ DOOR SIZE _____ FLOOR LEVEL _____ STAIRS/ELEVATOR _____ FLOOR MAT. _____ WALL MAT. _____ PCHV (SALES REPRESENTATIVE) _____ APPROVED _____ DATE _____	
EQUIP. TERMS		<input checked="" type="checkbox"/> FILL VENDOR, COLLECT ALL MONIES, PAY NEW YORK SALES TAX, ON A QUARTERLY BASIS AND PAY: _____ % COMMISSION, LESS DEPOSIT AND RECYCLING FEE			
EQUIPMENT FOR PRODUCTS PURCHASED FROM PCHV ONLY					
<input type="checkbox"/> EQUIPMENT ON LOCATION <input type="checkbox"/> EXCHANGE <input type="checkbox"/> ADDITIONAL EQUIPMENT <input type="checkbox"/> CONVERT TO: <input checked="" type="checkbox"/> FS <input type="checkbox"/> LOAN					
CHANGEOVER	RACKS	PUMPS	KEY REQUIRED	COIN MECHANISM	CUSTOMER AGREES TO PAY REPAIR CHARGES ON: <input type="checkbox"/> PARTS <input type="checkbox"/> LABOR
PCHV-OWNED EQUIPMENT (MODEL / TYPE / SERIAL NUMBER) <div style="font-size: 24pt; text-align: center; color: blue;">501 E w/ EXPORT</div>					
FLAVORS					CO ₂ CYL
PRICE					
DEPOSIT (IF APPLICABLE)					
AMOUNT TO BE DELIVERED					
SPECIAL INSTRUCTIONS					
CUSTOMER-OWNED EQUIPMENT (MODEL / TYPE / SERIAL NUMBER) _____				PAYMENT DUE UPON INSTALLATION → \$	
SIGNED (CUSTOMER'S SIGNATURE AUTHORIZES ALL TERMS AND CONDITIONS OF AGREEMENT)/TITLE X X Joseph M. DeStefano				PRINT NAME Joseph M. DeStefano	

GUARANTEE: TO INDUCE PEPSI-COLA OF THE HUDSON VALLEY (PCHV) TO APPROVE THIS AGREEMENT, I PERSONALLY GUARANTEE PROMPT AND FULL PAYMENT OF ALL AMOUNTS OUTSTANDING ON THIS ACCOUNT AT ANY TIME. I FURTHER AGREE THAT NO MODIFICATION, WAIVER OR EXTENSION BETWEEN PCHV AND THE LESSEE SHALL EFFECT MY LIABILITY UPON THIS GUARANTEE. THIS SHALL BE CONSIDERED AS AN ABSOLUTE AND CONTINUING GUARANTEE OF PAYMENT.

X

PRINT GUARANTOR'S NAME _____ GUARANTOR'S SIGNATURE _____ GUARANTOR'S SOCIAL SECURITY NUMBER _____

EQUIPMENT MANUFACTURER	MODEL & TYPE OF EQUIPMENT INSTALLED	SERIAL NO.	METER READING	KEY NOS.	CHANGE FUND	INSTALLATION INFO.
						INSTALLED BY
						TOTAL INSTALLATION TIME
						NO. OF UNITS INSTALLED
						DATE INSTALLED

EQUIPMENT PLACEMENT AGREEMENT PEPSI-COLA OF THE HUDSON VALLEY (PCHV) ONE PEPSI WAY • NEWBURGH, NEW YORK 12550 • PHONE (845) 562-5400		<input type="checkbox"/> FOOD SERVICE <input checked="" type="checkbox"/> VENDOR/ VISA COOLER		AGREEMENT NUMBER 28115			
		IS CUSTOMER UNDER NEW OWNERSHIP/MANAGEMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IS THIS A NEW CUSTOMER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DOES THIS CUSTOMER HAVE EXISTING PEPSI EQUIPMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, INDICATE TYPE OF EQUIPMENT		DATE OF OWNERSHIP CHANGE _____ DATE OF AGREEMENT _____			
CUSTOMER NO. _____ CATEGORY _____ GEO/LOCATION _____		TYPE OF EQUIPMENT/PRODUCT <input checked="" type="checkbox"/> VENDOR <input type="checkbox"/> POST MIX <input type="checkbox"/> BIB <input type="checkbox"/> BOTTLES <input type="checkbox"/> VISA COOLER <input type="checkbox"/> PRE-MIX <input type="checkbox"/> CANS		FEDERAL ID NO. _____ DRIVER'S LICENSE NO./STATE _____ COUNTY/CITY _____ TAX CODE _____			
EQUIP. LOCATION	CUSTOMER'S DBA NAME CITY OF MIDDLETOWN CITY HALL			BUYER'S EMAIL Rick McCormack		BUYER'S PHONE 845-346-4168	
	LOCATED AT (MALLS, PARKS, BLDG., ETC.) _____			HOURS OPEN 8AM - 5 PM		DAYS CLOSED SAT - SUN	
	ADDRESS 16 JAMES ST			CALL DAY _____ DELIVERY DAY _____ CALL TIME _____		CITY/STATE/ZIP CITY OF MIDDLETOWN NY 10940	
BILLING ADD	CORPORATE / OPERATOR NAME _____			A/R-BILL TO NUMBER _____		PCHV. <input type="checkbox"/> COD <input type="checkbox"/> CHG. <input type="checkbox"/> PDA <input type="checkbox"/> CHG.	
	ADDRESS / P.O. BOX _____			PHONE () _____		SUP / ROUTE / SUFFIX _____	
	CITY / STATE / ZIP _____			TYPE OF ACCOUNT <input type="checkbox"/> STANDARD <input type="checkbox"/> NATIONAL <input type="checkbox"/> LOCAL <input type="checkbox"/> LVL <input type="checkbox"/> SEASONAL <input type="checkbox"/> SPL. EVENT <input type="checkbox"/> FULL SERVICE		OWNER'S NAME / ADDRESS _____ HOME PHONE () _____	
LANDLORD'S NAME/ADDRESS _____			LANDLORD'S PHONE () _____		HAS OWNER PREVIOUSLY OR CURRENTLY DONE BUSINESS WITH PCHV? IF YES, UNDER WHAT NAME? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES IS THERE A CHANGE OF BUSINESS NAME? IF YES, INDICATE FORMER NAME/ACCT. NO. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		
WHEN COMPLETED IN FULL, SIGNED BELOW AND ON THE REVERSE SIDE, THIS AGREEMENT AUTHORIZES PEPSI-COLA OF THE HUDSON VALLEY (PCHV) TO:						FOR OFFICE USE ONLY CONTRACT RECEIVED _____ TP CODE 1-STANDARD / LOCAL 2-NATIONAL 3-SPL EVENT 4-SEASONAL CHECK (<input checked="" type="checkbox"/>) IF COMPLETED <input type="checkbox"/> ARSCUST <input type="checkbox"/> RSSRFM <input type="checkbox"/> VNSMAINT <input type="checkbox"/> TELE-SELL <input type="checkbox"/> ALERT <input type="checkbox"/> FILE RECEIVED RENTAL PMT (CHECK NO / DATE / AMT) _____ LOCATION OF EQUIPMENT _____ DOOR SIZE _____ FLOOR LEVEL _____ STAIRS/ELEVATOR _____ FLOOR MAT. _____ WALL MAT. _____ PCHV (SALES REPRESENTATIVE) _____ APPROVED _____ DATE _____	
<input checked="" type="checkbox"/> FILL VENDOR, COLLECT ALL MONIES. PAY NEW YORK SALES TAX, ON A QUARTERLY BASIS AND PAY: _____ % COMMISSION, LESS DEPOSIT AND RECYCLING FEE							
EQUIPMENT FOR PRODUCTS PURCHASED FROM PCHV ONLY							
<input type="checkbox"/> EQUIPMENT ON LOCATION <input type="checkbox"/> EXCHANGE <input type="checkbox"/> ADDITIONAL EQUIPMENT <input type="checkbox"/> CONVERT TO: <input checked="" type="checkbox"/> FS <input type="checkbox"/> LOAN							
CHANGEOVER	RACKS	PUMPS	KEY REQUIRED	COIN MECHANISM	CUSTOMER AGREES TO PAY REPAIR CHARGES ON:		
					<input type="checkbox"/> PARTS <input type="checkbox"/> LABOR		
PCHV- OWNED EQUIPMENT (MODEL / TYPE / SERIAL NUMBER) SNACK w/ EXPORT							
FLAVORS							CO ₂ CYL
PRICE							
DEPOSIT (IF APPLICABLE)							
AMOUNT TO BE DELIVERED							
SPECIAL INSTRUCTIONS _____							
CUSTOMER-OWNED EQUIPMENT (MODEL / TYPE / SERIAL NUMBER) _____				PAYMENT DUE UPON INSTALLATION \rightarrow \$ _____			
SIGNED (CUSTOMER'S SIGNATURE AUTHORIZES ALL TERMS AND CONDITIONS OF AGREEMENT)/TITLE Joseph M. DeStefano				PRINT NAME Joseph M. DeStefano			

GUARANTEE: TO INDUCE PEPSI-COLA OF THE HUDSON VALLEY (PCHV) TO APPROVE THIS AGREEMENT, I PERSONALLY GUARANTEE PROMPT AND FULL PAYMENT OF ALL AMOUNTS OUTSTANDING ON THIS ACCOUNT AT ANY TIME. I FURTHER AGREE THAT NO MODIFICATION, WAIVER OR EXTENSION BETWEEN PCHV AND THE LESSEE SHALL EFFECT MY LIABILITY UPON THIS GUARANTEE. THIS SHALL BE CONSIDERED AS AN ABSOLUTE AND CONTINUING GUARANTEE OF PAYMENT.

X

PRINT GUARANTOR'S NAME _____ GUARANTOR'S SIGNATURE _____ GUARANTOR'S SOCIAL SECURITY NUMBER _____

EQUIPMENT MANUFACTURER	MODEL & TYPE OF EQUIPMENT INSTALLED	SERIAL NO.	METER READING	KEY NOS.	CHANGE FUND	INSTALLATION INFO.
						INSTALLED BY
						TOTAL INSTALLATION TIME
						NO. OF UNITS INSTALLED
						DATE INSTALLED

TERMS AND CONDITIONS

The undersigned _____, Lessee, hereby agrees to the terms and conditions of this agreement set forth below and on the front of this agreement:

1. **MODIFICATION:** No modifications of these terms and conditions will be made without the written authorization of Pepsi Cola of the Hudson Valley (Lessor).
2. **OWNERSHIP:** All Lessor's equipment herein listed remains the sole property of Lessor except as otherwise provided herein.
3. **CHANGES:** No changes, alterations nor additions may be made on any piece of equipment or its accouterments or its identifications. Lessor, at any time during the term of this lease, may affix labels, plates or other markings stating that the property is solely owned by Lessor on all leased equipment. Failure to so comply shall constitute a default under this agreement.
4. **RESTRICTIONS ON LESSEE:** Lessee shall use leased equipment solely for the storage, vending, dispensing and selling of product purchased from Lessor.
5. **CARE:** Lessee agrees to use all reasonable care to maintain the equipment in a good, clean, sanitary, and working condition but no service or repair work will be performed on any equipment or its accouterments by anyone unless authorized in writing by Lessor or unless done by personnel employed by Lessor. Further, Lessor shall have the right during business hours to enter premises where the leased equipment is installed for the purpose of inspecting compliance with the terms and conditions hereof.
6. **RISK OF LOSS OR DAMAGE:** Lessee agrees to bear all risk of theft, fire loss or damage to all equipment and contents leased hereunder. No loss or damage to property will impair any obligation of Lessee under this lease which will continue in full force and effect. In the event of loss or damage, Lessee shall pay Lessor thereof in cash the replacement value of the property. On such payment, the lease will terminate with respect to the equipment so payed for and Lessee thereupon shall become entitled thereto as owner thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability from injury, or damage of any kind to any person or property caused by or arising out of the installation, use, maintenance and/or operation of said leased equipment.
7. **INSURANCE:** Lessee, at its own expense, shall keep the leased equipment insured for risk against fire and damage in amounts equal to the replacement value of the leased equipment and shall maintain a loss payable endorsement in favor of Lessor and shall maintain liability insurance satisfactory to Lessor. All such insurance shall name Lessor and Lessee as named insured. If requested, Lessee shall deliver to Lessor evidence satisfactory to Lessor of all such insurance.
8. **INSTALLATION:** (a) Lessee agrees to install at its own expense any plumbing or electrical connections necessary for the installation of the leased equipment.
(b) Lessee grants permission to Lessor to make any holes through floors, walls, cabinets, counters, ceilings and/or other equipment owned by Lessee that are necessary for the installation of the leased equipment, without any liability for repair or replacement on the part of Lessor.
9. **REMOVAL:** (a) The equipment leased hereunder will not be removed from its installed location without prior written approval of Lessor or unless said removal is performed by personnel of Lessor. Failure to so comply will constitute a breach of this agreement.
(b) Upon termination of this agreement, all equipment will be available to be removed from the Lessee's location without hinderance. Lessee shall at its own expense make any necessary changes or alterations either permanent or temporary to enable the equipment to be removed but at no time will the equipment be moved from its installed location.
(c) If Lessor is unable to remove equipment within 15 days notice or attempted notice to Lessee, equipment may at Lessor's sole discretion be considered a loss, as described in paragraph "6" above.
10. **TERMINATION:** This agreement may be terminated by either party without prior written notice, demand or legal process, but if terminated by the Lessee, a reasonable time shall be allowed for the removal of the equipment by Lessor.
11. **LIABILITY:** Lessor will not be liable in any way, either directly or indirectly, for any damages arising from any of the following:
(a) delays in installation caused by the necessity of obtaining permits;
(b) delays resulting from labor difficulties;
(c) delays caused by transportation problems;
(d) delays in obtaining equipment by Lessor to be installed;
(e) delays in the installation of the equipment;
(f) failure of the equipment to operate or interruption in the operation of the equipment for any reason whatsoever.
(g) inadequate power of any type;
(h) inadequate water supplies or utility supplies of any type;
(i) delays in servicing or repairing equipment;
(j) leakage of any kind, for any reason, by and/or in the equipment.
12. **HOLD HARMLESS:** Lessee represents that he is (or as of this date of the equipment installation will be) free of any contractual obligations which would be violated by this agreement. Lessee further agrees to indemnify and hold Lessor harmless with respect to any such contractual obligations.
13. **WARRANTIES:** Lessor not being the manufacturer of the equipment, nor the manufacturer's agent, makes no express or implied warranty of any kind whatsoever with respect to the equipment, including but not limited to the merchantability of the equipment or its fitness for any particular purpose, design or condition of the equipment; the quality or capacity of the equipment; the workmanship in the equipment; the integrity or the effectiveness of locking devices of the equipment; compliance of the equipment with the requirements of any law, rule, specification or contract pertaining thereto; patent infringements; or latent defects.
14. **DEFAULTS:** The following represent defaults:
(a) the non-payment by Lessee for a period of sixty (60) days of any sum required hereunder to be paid by Lessee.
(b) the non-performance by Lessee of any term, covenant or condition of this lease after notice of Lessor.
(c) in the affirmative act of insolvency by Lessee or the filing by Lessee of any petition under any bankruptcy, re-organization, insolvency or moratorium law or any law for the relief of or relating to debtors.
(d) the filing of any involuntary petition under any Bankruptcy Statute against Lessee, or the appointment of any receiver or trustee to take possession of the property of Lessee.
(e) the subjugation of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.
15. **TAXES:** Lessee will pay all applicable sales tax and will keep the leased equipment free and clear of levies, liens and encumbrances and Lessee shall pay as additional rent during the term thereof any and all assessments, license fees and governmental charges, fees, interest or penalties whatsoever relating to the equipment.
16. **PRICE:** Prices quoted on the front are subject to change by Lessor without prior written notice.
17. **TANKS:** Lessee agrees that all tanks and cylinders delivered to Lessor remain the property of Lessor and that a charge of \$50.00 per product tank and \$100.00 per CO₂ cylinder in addition to any deposit already paid will be made for each tank or cylinder not returned to Lessor upon its demand.
18. **CHANGE OF OWNERSHIP:** If applicable, the Lessee agrees, as a new owner or management, that as of the date of agreement, he assumes responsibility for the inventory of product tanks, CO₂ cylinders and unpaid debts of the previous owner/management owed to Lessor.
19. **FINES:** Lessee agrees to pay rental fee in full when billed. A finance charge of 2% per month will be added to all past due accounts. This is an annual percentage rate of 24%. Lessee also agrees to pay reasonable attorney's fees of twenty percent (20%) of the amount owed plus finance charges and all court and attendant collection costs in the event that the account becomes delinquent and is turned over to an attorney/agent for collection.

Agreed by K

CUSTOMER'S AUTHORIZED SIGNATURE

(DATE)

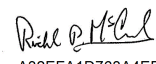


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Witt
 Date of Adoption: January 20, 2026
 Index No: 30-26

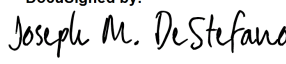
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

Signed by:

A92EFA1D769A4ED...

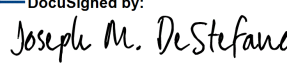
Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAF42B...

Joseph M. DeStefano, Mayor

DocuSigned by:

953B3BE49BAF42B...

Date

Resolution Authorizing an Agreement with The Humane Society of Port Jervis/Deerpark

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes an agreement with The Humane Society of Port Jervis/Deerpark; and be it further

RESOLVED, that the Mayor is hereby authorized to execute said agreement and any related documents necessary to effectuate this resolution.

Prepared by:

Attachments:

1.	Scan2026-01-13 145308
----	-----------------------

AGREEMENT

THIS AGREEMENT made this 11 day of December '25 pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the **City of MIDDLETOWN**, a municipal corporation organized under the laws of the State of New York, party of the first part, address 16 James Street, Middletown, NY 10940 (hereinafter referred to as the "City", and The Humane Society of Port Jervis/Deerpark, Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Law of the State of New York, and having its office and principal place of business at 202 Route 209, Port Jervis, New York, 12771, party of the second part (hereinafter referred to as the "Society").

WITNESSETH:

WHEREAS, the Society owns and operates a shelter for the care of dogs and the City requires a facility suitable for such shelter and care, and

WHEREAS, the City desires to utilize the services of the Society and access to said shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Society and the City do hereby agree as follows:

1. The Society shall maintain a shelter for dogs seized within the City by an authorized Dog Control Officer in accordance with Article 7 of the Agriculture and Markets Law. The Society's duties with respect to said dogs shall be performed at the cost and expense of the Society, and are as follows:

- a) To properly shelter, care, feed, and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
- b) To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
- c) To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period if at the end of the appropriate redemption period, said dog has not been redeemed by its owner, provided that the dog's temperament and health makes it suitable for adoption, which is to be determined solely by the Society's Director.
- d) To determine that the appropriate license has been issued and the appropriate fees paid to the City before the dog is released to the owner. The Society shall have no obligation to return the dog to the owner until satisfactory proof of such has been provided to the Society.
- e) Any sick or injured animal picked up by the Dog Control Officer shall receive appropriate veterinarian care prior to delivery to the shelter. At the time of delivery to the shelter, the Dog Control Officer shall provide the shelter, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication

to treat the dog. Any subsequent additional expense related to the dog shall be billed directly to the Town.

f) To arrange for a veterinarian or a New York State licensed technician to humanely euthanize any dog for which euthanasia is necessary and legally authorized, and to arrange for the cremation of any dogs so euthanized.

g) To prepare, retain, and make available to the City complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.

2. The Society shall **NOT** accept for impoundment any dogs which:

a) Are in need of veterinary services, except in accordance with paragraph 1(e), or

b) Are not accompanied by the appropriate Dog Control Officer's seizure report

3. The Society shall accept from the Town Dog Control Officer(s) any homeless stray and abandoned which are picked up by the Dog Control Officer(s) in the City. The Society will allow the Dog Control Officers(s) of the City access to its shelter at reasonable times. Nothing herein shall obligate the City to deliver to the Society any minimum number of dogs or all of the dogs seized in the City by the City Dog Control Officer(s).

a) In consideration for the above mentioned services, the City shall remit to the Society, within 20 days after the Town Board has audited and approved for payment the Society's voucher, the sum of **\$300.00 per dog** to be paid quarterly.

4. Nothing contained herein shall limit the Society's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Society in providing pound and shelter for any Town dogs.

Nothing contained herein shall limit the Cities rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the City to the Society's shelter any fees, charges or outstanding fines or penalties owned by such owner of the City.

Nothing herein shall obligate the City to deliver to the Society any minimum number of dogs or all of the dogs seized in the City by the Town Dog Control Officer(s).

6. The term of this agreement is from **January 1, 2026**, through **December 31, 2026**, unless earlier terminated pursuant to the provisions of paragraph 8. In the event that the parties fail to fully renew this Agreement upon the termination of same, this Agreement shall be deemed to be self-perpetuating, unless the same is formally terminated as hereinbefore provided by either party.

7. The Society shall not commence services under this contract unless it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

a) **Compensation Insurance** - The Society shall take out and maintain during the life of this contract Workers' Compensation insurance for its employees to be assigned to the work hereunder.

b) **General Liability and Property Damage Insurance** - The Society shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows: **(See attached Certificate of Insurance)**.

c) The Society shall furnish the above insurances to the City and shall also name the City as an additional named insured in said policies.

d) Any significant incident involving a dog after it has been delivered to the shelter shall be reported to the Office of the Supervisor of the City as soon as possible and not later than twenty-four hours from the time of such incident. A detailed written report must be submitted to the City as soon thereafter as possible but not later than three (3) days after the date of such incident.

8. The City shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:

a) The Society is adjudged bankrupt or makes an assignment for the benefit of creditors; or

b) A receiver or liquidator is appointed for the Society or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days, or

c) The Society fails or refuses to comply with all applicable laws or ordinances; or

d) The Society is guilty of substantial violation of any provision of this contract;

e) In any event, either party, may, without prejudice to any other rights or remedy it may have, with fourteen (14) days written notice to the other party, terminate this Agreement.

9. The Society shall have the right to cease performing or terminate the contract if the City is guilty of a substantial violation of any provisions of this Contract.

10. It is hereby mutually covenanted and agreed that the relation of the Society to the services to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Society, its agents, or employees have been negligent. The Society shall hold and keep the City free and discharged of and from any and all responsibility and liability

of any sort or kind. The Society shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. The Society shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

11. The Society agrees to defend, indemnify and save the City, its officers, agents and employees, harmless from any and all liability imposed on the Town, its officers, agents and/or employees arising from the negligence, active or passive, of the Society, and the Town agrees to defend, indemnify and save the Society, its officers, agents and employees, harmless from any and all liability imposed on the Society, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

12. In accordance with the provisions of Section 109 of the General Municipal Law, the Society is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the City.

13. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this contract shall be physically amended to make such insertion. In particular, the Society shall, amongst other things, fully comply with:

- a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.
- b) Affirmative action as required by the Labor law

14. Should any dispute arise between the City and the Society regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in a manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

15. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the **Town of MIDDLETOWN**, at a meeting thereof held on 11 December 2025. The Supervisor of the **Town of MIDDLETOWN**, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. The Society represents that the officer of the Society, whose signature appears hereafter, is duly authorized and empowered to execute

this instrument and enter into such an agreement on behalf of the Society. The instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the City Clerk.

16. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: **Town of MIDDLETOWN**
16 James Street
Middletown, NY 10940

To: **The Humane Society of Port Jervis/Deerpark, Inc.**
202 Route 209
Port Jervis, New York 12771

17. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

18. This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

19. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the **City of MIDDLETOWN** has caused its corporate seal to be affixed hereto and these present to be signed by Joseph M. DeStefano, its ~~Supervisor~~ ^{Mayor} duly authorized to do so, and to be attested by Richard P. McCormack, Clerk of the **City of MIDDLETOWN**, and the Society has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(Seal of the Town)

City
TOWN OF MIDDLETOWN

DocuSigned by:
Joseph M. DeStefano
953B3BE49BAF42B...

~~Supervisor~~ Mayor

Attest:


Signed by:



A32EFA1D763A4ED

City Clerk

THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.



President

Attest:

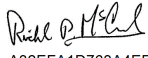


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: Alderman Masi
 Seconded by: Alderman Johnson
 Date of Adoption: January 20, 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.

Signed by:

A32EFA1D763A4ED...

Richard P. McCormack
 Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

DocuSigned by:

953B3BE49BAF42B...

Joseph M. DeStefano, Mayor

1/21/2026

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



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 17, 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. 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 Moving the March 17 Common Council Meeting to March 16, 2026

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment, that the regular meeting of the Common Council originally scheduled for Tuesday, March 17, 2026, is hereby rescheduled to **Monday, March 16, 2026**, at the same time and location.

Prepared by:

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 17, 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 Confirming the Mayor's Re-Appointment of Daniel Higbie and Norris Gipson to the City of Middletown Recreation Commission

BE IT RESOLVED, that the Common Council of the City of Middletown confirms the Mayor's reappointment of the following individuals to the City of Middletown Recreation Commission with terms expiring as indicated:

- Daniel Higbie – reappointed with a term expiring December 31, 2031
- Norris Gipson – reappointed retroactive to March 23, 2024, with a term expiring December 31, 2029

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 17, 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 Confirming Members and Extending Terms of Recreation Commission Members

WHEREAS, the Common Council of the City of Middletown has previously appointed various individuals to serve as members of the City of Middletown Recreation Commission; and

WHEREAS, the original resolutions of appointment listed expiration dates based upon the anniversary of appointment rather than the conclusion of the calendar year; and

WHEREAS, for purposes of consistency, clarity, and administrative efficiency, it is appropriate that all appointed terms expire on December 31 of the final year of the prescribed term;

NOW, THEREFORE, BE IT RESOLVED, **that the Common Council of the City of Middletown confirms** that the following Recreation Commission appointments are hereby

confirmed and extended to expire on December 31 of the years indicated below:

- **Juan Avalos** – term extended to **December 31, 2030**
- **Jaycee Galdamez** – term extended to **December 31, 2028**
- **Shawna Strenfel** – term extended to **December 31, 2027**

Prepared by:
Rick McCormack, City Clerk

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 17, 2026
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 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 Orange-Ulster BOCES for English as a Second Language (ESL) Classes to be Held 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 Orange-Ulster BOCES for the use of the Recreation Center to conduct English as a Second Language (ESL) class.

BE IT further resolved that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the the Mayor to sign the agreement.

Prepared by:
 Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	OCBOCES Agreement
----	-------------------

Director

Sara Puccio

845-291-0300 x10310

Assistant Director

Russell Burns Ed.D

845-291-0300 x10320

**Coordinator of Adult
and Continuing
Education**

Lori Yakawiak, Ph. D.

845-781-6715 x10823

Assistant

Coordinator

Renee Mulligan

845-291-0300 x 10335

**Newburgh Adult
Learning Center**

3 Washington Center,
First Floor
Newburgh, NY 12550

**Adult Education at
Amy Bull Crist Area
Education Center on
Gibson Road**

53 Gibson Road
Goshen, NY 10924

**LETTER OF AGREEMENT
BETWEEN
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF
ORANGE AND ULSTER COUNTIES
AND
MIDDLETOWN PARKS & RECREATION DEPARTMENT**

The Orange-Ulster Board of Cooperative Educational Services (herein called OU BOCES), 53 Gibson Road, Goshen, New York and MIDDLETOWN PARKS AND RECREATION DEPARTMENT, 393 County Road 78, Middletown, New York will combine their resources to provide literacy classes for the benefit of the citizens of Middletown and the surrounding community, subject to approval and financing by the Bureau of Adult and Continuing Education of the New York State Education Department. The program will begin on or about September 2, 2025 and will end on or before June 30, 2026.

Obligations assumed by OU BOCES:

1. To aid in the establishment of literacy classes to include English as a Second Language (ESL).
2. The classes will meet as mutually agreed upon.
3. The instructors and facilitators for the program will be selected, supervised and paid by OU BOCES.
4. No tuition charges for this program will be made by OU BOCES to MIDDLETOWN PARKS AND RECREATION DEPARTMENT of

**Additional obligations of OUBOCES and MIDDLETOWN PARKS AND RECREATION
DEPARTMENT of Middletown:**

- a. The OU BOCES shall provide during the life of this agreement general liability and property damage liability covering its operations and use of the premise under this agreement, the limits of coverage to be \$1,000,000 for any one accident, subject to a limit of \$1,000,000 for bodily injury, including wrongful death, for any one person. Property damage liability coverage shall be \$500,000 for each occurrence. All such insurance policies shall be written in the name of OU BOCES, and shall name the Externship Facility as an additional insured, the originals of said policies shall at all times on file with OU BOCES with a certificate of insurance to be issued the Externship Facility. OU BOCES has a \$10,000,000 umbrella policy.
- b. Each party shall indemnify, defend and hold the other harmless from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs, arising out of the indemnifying party's intentional or negligent acts or omissions. This provision shall survive any expiration, termination or non-renewal of this Agreement.
- c. This Agreement shall be governed by the laws of the State of New York. Any lawsuit arising under the terms and conditions of this Agreement shall be brought in the Supreme Court of the State of New York for the County of Orange.

KERRI STROKA
Deputy Superintendent
Orange-Ulster BOCES

DATE

RAELYNN BERTHOLF
Superintendent of Recreation
Middletown Recreation & Parks Department

DATE

JOSEPH DESTEFANO
MAYOR
CITY OF MIDDLETOWN

DATE



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 17, 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 a \$7,800 Budget Transfer for the Purchase of a Police Event Van

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the Treasurer to transfer \$7,800, in the following manner, to fund the purchase of a 2016 Chevy Express Van/Bus for police events, as previously authorized under Resolution 311-25. The vehicle was not available until the end of January 2026, and the final purchase price is less than originally requested.

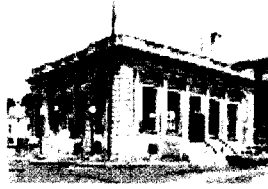
FROM	TO	AMOUNT
General Fund Balance A.3120.201 Vehicles (2026)		\$7,800

Prepared by:
 John Ewanciw, Chief of Police

Attachments:

1.	Police- bus vehicle purchase
----	------------------------------

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

February 9, 2026

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the City of Middletown Common Council approve a fund balance transfer from our 2025 budget line to cover the cost of a purchase of a 2016 Chevy Ex Van/Bus to be used for police events. This purchase was previously approved on resolution 311-25, but the vehicle ended up not being available until the end of January 2026. This purchase will be less than originally requested.

From	Amount	To
A.3120.201 Vehicles (2025)	\$7,800	A.3120.201 Vehicles (2026)

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

Christine Dugan

From: John Ewanciw
Sent: Monday, February 9, 2026 11:28 AM
To: Christine Dugan
Subject: Bus



The one we
are purchasing
Cost - \$ 7,800



Check out our Real Estate Auctions!

Click on the "Real Estate" tab below to learn more

Questions? Problems? Help?
Bidding support is available 16-F from 9 AM-5PM EST.
Contact us or call (800) 536-1491.
For customer service after 5PM EST and Saturdays
10AM-5PM call 800-536-1491 option 1 from the menu.

MADISON CENTRAL SCHOOL-NY #29413 (6 lots)

All items closed

Lot # 0002: 2016 Chevy Express G4500 School Bus

High Bidder:	busandcars
Current Bid:	\$43,600.00 (bids: 35)
Min Bid:	\$43,700.00
Bid Increment: ?	\$100.00
Buyer's Premium: ?	14.00%
Time Remaining:	Closed
Bidding Ended:	Mon, Aug 15, 2022 at 07:23:11 pm ET

Item has been viewed 2015 times

Quotes

Details

Terms of Sale:

All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that

Aug 1, 2022 - 10:56:16 AM

\$25.00

ARTSAKH

Terms

Payment Terms: Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have five (5) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup-bidder, or re-listed. Please mail payment in certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. Payment questions? Please Call: 1-800-536-1401 x201. GENERAL QUESTIONS: email service@auctionsinternational.com

Payment Methods: We accept cash, cashier's check, wire/bank transfer and credit cards.

Out-of-State Buyers: Buyers outside of New York State need to send us a completed [NY State DTF Form](#) before we can remove sales tax from their invoices.

Successful High Bidders: Please note when you are provided an invoice to pay, there are two different payment amounts.

- 1) A non-discounted rate for payments made with credit/debit cards, and,
- 2) A discounted rate for payments made with certified funds; cash, bank transfer, guaranteed funds or money order.

Please make sure your payment amount reflects your choice of payment method.

Individuals who pay the non-discounted rate with cash or guaranteed funds will have a one-time, courtesy refund issued for the overpayment. Subsequent overpayments will have a \$35 administrative fee deducted from the remittance amount (or charged against) the invoiced buyer. Please make sure you are paying the correct amount, per your means of payment.

Disclaimer**Disclaimer****Removal Terms**

This item cannot be shipped. Buyer solely responsible for removal of items from seller's premises within (10) Business Days after bid approval. Buyer must contact the seller to schedule a removal appointment, before access will be granted to the merchandise. All sales are final. No refunds will be issued. Items left on seller's premises after the designated pickup deadline are subject to re-possession by the seller. If you are going to have trouble picking your purchased items up by the deadline, call our office immediately!

Terms of Sale

Item(s) sold SUBJECT to seller's approval after bids close. For payments made with cash, money order, ACH check, guaranteed funds (cashiers check, bank check, certified check) or cash directly deposited into a Citizens Banks a discounted buyer's premium of 10% will be added to the high bid price. For payments made by wire transfer; a transaction fee of \$15.00 will be added on top of the discounted 10% buyers premium to cover the bank service charge. Please make all payments payable to: Auctions International Inc. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards and debit cards. Applicable sales tax(es) will be charged on all items. Note: we no longer accept personal and/or company checks. Payments are to be made online or to the East Aurora office only. Payments must be received within (5) business days from invoice date. All sales are final. No refunds will be issued. Items are sold as-is, where-is, with no warranty written or implied. Buyer is responsible for inspecting the item(s) before placing bids and prompt item removal within ten (10) business days after receipt of invoice. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller's premises after this removal deadline will revert back to possession of the seller, with no refund.



HOME / BUSES / SCHOOL BUSES / 2014 CHEVROLET 3500 THOMAS MINI SCHOOL BUS

2014 Chevrolet 3500 Thomas Mini School Bus

Stock:16144



Vehicle Details

Price:
\$17,000

Mileage :
174,963

Year :
2014

Passengers :
24

Make
Chevrolet

Model
3500



HOME / BUSES / SCHOOL BUSES / 2013 CHEVROLET 3500 THOMAS MINI SCHOOL BUS

2013 Chevrolet 3500 Thomas Mini School Bus

Stock:16212



Vehicle Details

Price: **\$17,000**

Year: **2013**

Mileage: **164,040**

Passengers: **24**

Make	Model
Chevrolet	3500



How does the gasoline engine help with operating costs?

Gas-powered buses can be more cost-friendly for organizations running shorter routes or with less intensive daily schedules. They're also simpler to refuel in areas without diesel availability.

How do I arrange to buy this bus?

Contact us at 877-287-7253 or email sales@busesforsale.com. We'll cover the unit's full details, arrange a viewing, and handle delivery options.

Why is this bus a good option for private schools or organizations?

Its size makes it easy to maneuver in tighter areas, while still offering secure seating for up to 24 passengers. The single-owner history adds an extra layer of confidence about how the vehicle's been treated.

Similar Buses



Stock #:50022
2013 Chevrolet 3500 Collins NJ Spec 24 Pass Mini School Bus

Year	Mileage	Passengers
2013	131,264	24

Contact for Price

[Ask about this bus](#)



Featured

Stock #:28668
2010 Chevrolet 3500 24P School Bus

Year	Mileage	Passengers
2010	119,000	24

\$9,900

[Ask about this bus](#)



Stock #:50105
2021 Chevrolet 4500 NJ Spec Minotour

Year 2021	Mileage 85,700	Passengers 24
--------------	-------------------	------------------

\$79,000

[Ask about this bus](#)



Stock #:51211
2021 Chevrolet 4500 NJ Spec Minotour

Year 2021	Mileage 93,469	Passengers 24
--------------	-------------------	------------------

Contact for Price

[Ask about this bus](#)



Stock #:51212
2021 Chevrolet 4500 NJ Spec Minotour

Year 2021	Mileage 90,159	Passengers 24
--------------	-------------------	------------------

Contact for Price

[Ask about this bus](#)



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 17, 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 an Update to the City Investment Policy

BE IT RESOLVED, that the Common Council of the City of Middletown hereby adopts the following amendment to the City's Investment Policy to provide additional authorized security for City deposits:

In addition to the above forms of security, the City may, pursuant to GML §10(2)(a)(ii), utilize an authorized reciprocal deposit placement program in which the City's designated depository bank or trust company arranges for the redeposit of City funds into one or more FDIC-insured banking institutions in amounts under the FDIC insurance limit, provided that: (1) any City funds held at the depository bank in excess of FDIC coverage prior to redeposit are secured in accordance with GML §10; (2) the full amount of the redeposited funds, including interest, is covered by FDIC insurance; and (3) at the time of redeposit, the depository bank receives reciprocal deposits at least equal to the amount of City funds redeposited. These provisions apply

equally to special time deposit accounts and certificates of deposit.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	Investment Policy Update -Draft-02.04.2026
----	--

CHAPTER 65 INVESTMENT POLICY

§ 65-1 SCOPE

This investment policy applies to all monies and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

§ 65.2 OBJECTIVES

The primary objectives of the city of Middletown's investment activities are, in priority order,

- ☐ Legal: to conform with all applicable federal, state and other local requirements;
- ☐ Safety: to adequately safeguard principal;
- ☐ Liquidity: to provide sufficient liquidity to meet all operating requirements; and
- ☐ Yield: to obtain reasonable rate of return.

§ 65.3 DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

§ 65.4 PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City of Middletown to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

§ 65.5 DIVERSIFICATION

It is the policy of the City of Middletown to diversify its deposits and investments by financial institutions, by investment, and by maturity scheduling.

§ 65.6 INTERNAL CONTROLS

It is the policy of the City of Middletown for all monies collected by any officer or employee of the government to transfer those funds to the Treasurer within one day of deposit, or within the time specified in law, whichever is shorter.

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

§ 65.7 DESIGNATION OF DEPOSITORIES

The bank and trust companies authorized for the deposit of monies up to the maximum amounts are:

Depository Name	Maximum Amount
TD Bank	\$25,000,000
Orange Bank & Trust Company	\$25,000,000
NYCLASS	\$15,000,000

§ 65.8 COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, §10, all deposits of the City of Middletown, including certificates of deposits and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- 1) By a pledge of "eligible securities" with an aggregate "market value" as provided by GML §10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
- 2) By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of the deposits and the agreed upon interest, if any or 100% in the case of an irrevocable letter of credit issued in favor of the local government by certain Federal Home Loan Banks. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
- 3) By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of the deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims - paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

4) In addition to the above forms of security, the City may, pursuant to GML §10(2)(a)(ii), utilize an authorized reciprocal deposit placement program in which the City's designated depository bank or trust company arranges for the redeposit of City funds into one or more FDIC-insured banking institutions in amounts under the FDIC insurance limit, provided that: (1) any City funds held at the depository bank in excess of FDIC coverage prior to redeposit are secured in accordance with GML §10; (2) the full amount of the redeposited funds, including interest, is covered by FDIC insurance; and (3) at the time of redeposit, the depository bank receives reciprocal deposits at least equal to the amount of City funds redeposited. These provisions apply equally to special time deposit accounts and certificates of deposit.

§ 65.9 SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by a third party or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses rising out of collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events, which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with the City of Middletown, or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution or release of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

§ 65.10 PERMITTED INVESTMENTS

As authorized by General Municipal Law, §11, the City of Middletown authorizes the Treasurer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- ☐ Special time deposit accounts authorized to do business in New York State:
- ☐ Certificates of deposit;
- ☐ Obligations of the United States of America;
- ☐ Obligations guaranteed by the agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America:
- ☐ Obligations of the State of New York;
- ☐ Obligations issued pursuant to LFL §24.00 or 25.00 (with the approval of the State Comptroller) by any municipality, school district or district corporation other than the City of Middletown;

☐ Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.

☐ Certificates of Participation (COPs) issued pursuant to GML §109-b.

☐ Obligations of this local government, but only with any monies in a reserve fund established pursuant to GML §6-c, 6-d, 6-g, 6-h, g-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Middletown within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Middletown within two years of the date of purchase. The designated depository will confirm all purchases and transactions in writing to the City of Middletown.

§ 65.11 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The City of Middletown shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credited worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the City of Middletown. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

§ 65.12 PURCHASE OF INVESTMENTS

The Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Middletown by the bank or trust company.

Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10.

The custodial agreement shall provide the securities held by the bank or trust company, as agent and of custodian for, the City of Middletown, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the City of Middletown a perfected interest in the securities.

§ 65.13 REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- o All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- o Trading partners are limited to banks or trust companies authorized to do business in New York and primary reporting dealers.
- o Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- o No substitution of security will be allowed.
- o The custodian shall be a party other than the trading partner.

§ 65.14 OPERATIONS, AUDIT AND REPORTING

The Treasurer, having custody of money, shall authorize the purchase and sale of all securities and execute contracts on behalf of the City of Middletown. Oral directions concerning the purchase, transaction, or sale of securities shall be confirmed in writing. The City of Middletown shall pay for purchased securities upon delivery.

The City of Middletown will encourage the purchase and sale of securities through a competitive or negotiated process involving solicitations of at least three bids for each transaction.

At the time independent auditors conduct the annual financial audit of the accounts and affairs of the City of Middletown, the auditors shall audit compliance with the Investment Guidelines.

The legislative body of the City of Middletown shall review and approve the annual investment report at its Annual reorganization meeting.

The provisions of these Investment Guidelines and any amendments hereto, shall take effect prospectively, and shall not invalidate the prior selection of any custodial bank or prior investment.

APPENDIX A
Schedule of Eligible Securities

- i. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or United States Government sponsored corporation.

- ii. Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.

Revised 02/2026



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 17, 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 Retiring Police K9 Storm and Authorizing Transfer of Ownership to Sergeant Jordan McInerney

BE IT RESOLVED, that the Common Council of the City of Middletown hereby approves the retirement of Police K9 “Storm” from police and municipal service due to physical limitations restricting his ability to perform his duties; and

BE IT FURTHER RESOLVED, that upon retirement, ownership of K9 “Storm” shall be transferred to Police Sergeant Jordan McInerney for the consideration of One Dollar (\$1.00), pursuant to the agreement submitted by the Chief of Police; and

BE IT FURTHER RESOLVED, that Police Sergeant Jordan McInerney shall assume full responsibility for the care, custody, and maintenance of K9 “Storm” and shall indemnify and hold harmless the City of Middletown, its officers, and employees to the fullest extent permitted

by law in connection with the ownership and care of said animal; and

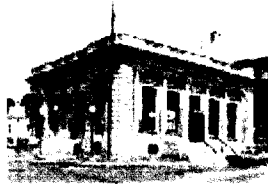
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the agreement memorializing the retirement and transfer.

Prepared by:

Attachments:

1.	Retirement K9 Storm
2.	image61459

JOHN EWANCIW
CHIEF OF POLICE



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

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

February 10, 2026

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

RE: Police K9 Storm

Dear Mayor DeStefano and Members of the Council:

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

Through the years K9 Storm has built a special bond with Sergeant McInerney and his family, therefore he requested that K9 Storm continue to live with him and his family through the remainder of his life.

Upon approval from the Council, I have attached an agreement between the City of Middletown and Sergeant McInerney to be signed by Mayor DeStefano. Additionally, payment is enclosed.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

AGREEMENT

This Agreement is made the _____ day of February, 2026 by and between Police Sergeant Jordan McInerney (“Storm”), a Middletown police officer, with a business address at 2 James Street, Middletown, New York, 10940, and the City of Middletown (“City”), a municipal corporation with its place of business at 16 James Street, Middletown, New York 10940.

WHEREAS Police Sergeant Jordan McInerney has been the handler of a K-9 dog, known as “Storm”, in the service of the Middletown Police Department, and

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

WHEREAS Police Sergeant Jordan McInerney has expressed a desire to be the permanent owner and caretaker of “Storm”.

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

1. The above recitals are hereby incorporated as if restated herein at length.
2. The City hereby retires “Storm” from police and municipal services, and gives “Storm” to Police Sergeant Jordan McInerney as the animal’s permanent owner and caretaker.
3. All costs associated with the care of “Storm” shall as of the date of

this Agreement be the responsibility of Police Sergeant Jordan McInerney.

4. Police Sergeant Jordan McInerney agrees to indemnify and hold harmless the City, its officers and employees, to the fullest extent allowed by law for any and all claims made against the City, its officers and employees in connection with the ownership, handling and care of “Storm”.

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

CITY OF MIDDLETOWN

By:

Joseph DeStefano, Mayor

Police Sergeant Jordan McInerney

STATE OF NEW YORK)
)
COUNTY OF ORANGE)

On the _____ day of February, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared Mayor Joseph M. DeStefano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF ORANGE)

On the _____ day of February, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared Police Sergeant Jordan McNerney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

Notary Public

JORDAN R MCINERNEY
JESSICA MCINERNEY
1898 GREENVILLE TPKE
PORT JERVIS, NY 127713218

1433
30-7426-3140

2/10/26 Date

Pay to the Order of C.H. de Mollerum one 100 Dollars \$ 1.00



USAA FEDERAL SAVINGS BANK
10750 McDERMOTT FRY
SAN ANTONIO, TEXAS 78288-0544
(210) 456-9000 1-800-832-3724

For the purchase of STDM

⑆314074289⑆

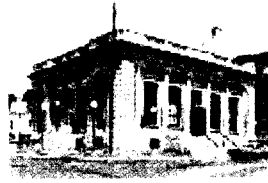
⑆46716556⑆ 1433

TRANSIT ROUTING NUMBER

ACCOUNT NUMBER

MP

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

AMENDMENT REQUEST TO RESOLUTION #35-26-items in bold have been updated

Dear Mayor DeStefano and members of the BOE,

The City of Middletown Police Department has been approved for **\$35,579** 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.3148.931
Youth Community Outreach \$10,000 expense line A.3148.932

Very truly yours,

John Ewanciw
Chief of Police

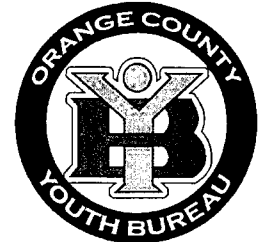
JE:ccd



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.

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

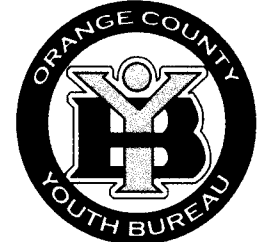
Facebook: www.facebook.com/OrangeCountyYB

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 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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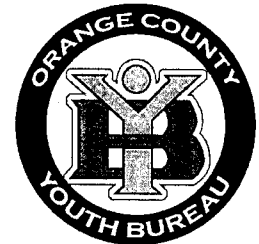
Website: www.OrangeCountyGov.com/YouthBureau



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 - 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 SOL	\$ 0 State Click Here *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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Website: www.OrangeCountyGov.com/YouthBureau



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 17, 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 Amending Chapter 440 of the City Code to Eliminate Administrative Fee in the Towing Code

WHEREAS, the Police Chief requests that given the existence of towing fees and fines in the Towing Code, the City eliminate the small administrative fee for “paperwork” in the Towing Code.

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

Section 1 - The Code of the City of Middletown, N.Y., Chapter 440, Towing, as adopted May 27, 1975, and as amended thereafter, be and is hereby amended by deleting Section 440-6(A)(3).

Section 2 - This resolution and ordinance shall take effect immediately.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

None



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

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By: None
 Seconded by: None
 Date of Adoption: February 17, 2026
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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 Amending Chapters 430 and 90 of the City Code to Place the Senior Center Under the Supervision of the Superintendent of Recreation and the Recreation Commission

WHEREAS, the Mayor and Common Council have determined that it would be in the best interests of the City of Middletown to have the Senior Center be supervised by the Superintendent of Recreation and the Recreation Commission.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Middletown that Chapter 430 of the Middletown City Code, Parks and Recreation, is hereby amended by adding a new Article VII, Senior Center, to read in its entirety as follows:

ARTICLE VII SENIOR CENTER

§348-20. Supervision of Senior Center. The Middletown Senior Center and all of its programs, officers and employees shall be supervised by the Superintendent of Recreation and the Recreation Commission.

AND BE IT FURTHER RESOLVED by the Common Council that Chapter 90 of the Middletown City Code, Officers and Employees, Article V, Department Heads, is hereby amended by deleting Section 90-33(C) in its entirety.

AND BE IT FURTHER RESOLVED by the Common Council that this Ordinance shall take effect immediately.

Prepared by:

Attachments:

None



June 30, 2025

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

Re: 140 East Main Street – Middletown & New Jersey Railway Train Station

Dear Mr. Tawil,

In accordance with our discussions, we are pleased to submit a proposal for the Middletown & New Jersey Railway Train Station project for the City of Middletown. Our understanding of this project is the City of Middletown plans to purchase this property and renovate the existing building by re-working the interior into a 500 sq. ft. visitor's center, exterior access ADA gender neutral toilet room, and leave the remaining space renovated as a "shell" for a future tenant to occupy.

Scope of Services

To date, CPL has completed documenting the existing conditions and creating a plan study of the proposed renovation project. CPL has also submitted this plan study to SHPO and has received a letter stating that the proposed renovation has no adverse impact on the historic nature of the building as long as the City complies with their list of conditions (see attached letter). This proposal is being provided to continue the design through full Construction Documents and assist the City with the public bid process.

Our services would include the following tasks (Tasks 1 & 2 were previously submitted and approved):

TASK 3: Environmental Testing

CPL will consult with an environmental testing agency to test all interior/exterior building materials to determine if any hazardous materials are present.

TASK 4: Abatement Plans

CPL will consult with an environmental testing agency to provide hazardous material abatement plans to indicate areas required to be abated. These plans will be incorporated into the construction documents.

TASK 5: Design

Professional design services related to developing schematic design documents and advancing them into full construction documents and technical specifications to be used for public bid and construction.



- Communicate with SHPO to determine what materials have historical significance and what renovation requirements will be needed.
- Participate in all design meetings, including initiating meetings with agencies, as necessary, having approval authority.
- Develop drawing packages to be handed over for Owner review at the following milestones:
 - Develop architectural Schematic Design (30%) documents along with a civil, electrical, plumbing and mechanical narrative.
 - Develop architectural, civil, electrical, plumbing and mechanical Design Development (60%) documents.
 - Develop architectural, civil, electrical, plumbing and mechanical Construction Documents (90%).
 - Prepare bid packages for each contract including definition of scope of work, front-end specifications, technical specifications, drawings, terms and conditions (Bid Set).
- Develop design/construction schedules and phasing (if required).
- Consult with the Owner regarding the project budget, timetable, and bidding Options.
- Prepare hazardous material abatement plans (if required).
- Provide construction estimates at each drawing package milestone listed above.
- It is understood that the Owner will provide a site topography survey. If a site topography survey is not provided by the Owner, a fee will be negotiated for this service at a later date.

TASK 6: Bid

Professional services related to bidding shall include:

- Attend a pre-bid walkthrough at the project site.
- Respond to any contractor questions through addendums.
- Attend the bid opening and assist the Owner with creating a bid tabulation.
- Review all bids to determine the apparent complete low bidder for each contract and provide the Owner with a recommendation of award letter.
- Assist the Owner in preparing contracts between the Owner and Contractor.
- Issue a Notice to Proceed.

Compensation

Our fee proposal breakdown on a task basis to complete the work described above is as follows:

Task 3: Environmental Testing	\$ 7,000.00 Lump Sum
Task 4: Abatement Plans	\$ 7,000.00 Lump Sum
Task 4: Design	\$ 79,000.00 Lump Sum
<u>Task 5: Bid</u>	<u>\$ 10,000.00 Lump Sum</u>
LUMP SUM TOTAL	\$ 103,000.00 Lump Sum



Not included in this proposal:

- Boundary survey. CPL will provide a separate proposal for this upon request.
- Topographical survey. CPL will provide a separate proposal for this upon request.
- Underground utility mapping. CPL will provide a separate proposal for this upon request.
- Construction Administration services. CPL will provide a separate proposal for this upon request.
- *Reimbursable expenses.
- Environmental Phase I and or II study.
- Any fees for agency reviews, applications, permits, or licenses.
- Third party special inspection services of all Structural components as scheduled in the bid documents.
- Contractor Construction Management services.
- Property survey for the purpose of obtaining easements or rights-of-way.
- Preparation of legal descriptions.
- Preparation of easement maps and descriptions.
- Design of Fire suppression system.
- Direct design of communication, data exchange or security systems, except for conduit and connection locations. We will provide coordination efforts with others performing these services and assist the Owner in selecting appropriate vendors/consultants.
- Landscaping plans or retaining wall design, except for retaining walls that may be required for access drives and parking lots.
- Direct design of office furniture, office equipment and signage not required by the Building Code. We will provide coordination efforts with others performing these services and assist the Owner in selecting appropriate vendors/consultants.
- Involvement with LEED Certifications or other green building initiatives.
- Grant applications or funding paperwork.
- Meeting any new funding agency requirements or reviews for future State or Federal funding sources that may be obtained including MWBE requirements and American Iron and Steel compliance.
- Solar analysis. We will provide a separate proposal for this scope of services.

*Schedule of Reimbursable Expenses: Article 11.8 Compensation For Reimbursable Expenses of AIA Document B101 is very specific on what is considered a reimbursable expense. These include, but may not be limited to, reproductions, transportation, etc.

We will submit invoices monthly, as the work progresses.

This proposal is based on a lump sum fee. Please provide an authorized signature in the designated space below and return one copy or provide an executed purchase order.



Please contact us if you have any questions or require any additional information. We look forward to this opportunity to be of service to the City of Middletown.

Very truly yours,

CPL

Handwritten signature of Timothy J. Moot in blue ink.

Timothy J. Moot, PG
Vice President

Handwritten signature of Jonathan DiRocco in blue ink.

Jonathan DiRocco, AIA
Senior Architectural Project Manager

Proposal Accepted By:

Signature: _____ Date: _____
City of Middletown



CPL STANDARD TERMS AND CONDITIONS

1. CPL Architects, Engineers and Landscape Architect, D.P.C. (“CPL”) shall provide the services set forth in the foregoing proposal letter to the “Client” therein identified. The signed proposal letter, together with these CPL Standard Terms and Conditions, is referred to as the “Agreement.” CPL shall perform all services in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. CPL shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the “Project” identified in the proposal letter. CPL represents that it is properly authorized to provide the services required by this Agreement in the jurisdiction where the Project is located, and that professional services shall only be provided by licensed individuals to the extent required by law. CPL shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Schedule for providing services is set forth in this proposal letter. CPL shall not be responsible for delays from any and all causes beyond its reasonable control.
2. CPL shall furnish appropriate insurance certificates for general, automobile and professional liability, Worker’s Compensation and Employer’s Liability, upon request.
3. CPL shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Client and the Client’s consultants and information from public records.
4. Construction cost estimates prepared by CPL represents CPL’s reasonable judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors’ methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If required by the scope of services of this Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the “Contract Documents,” as defined in the relevant construction agreement. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. All documents including drawings and specifications prepared by CPL are “Instruments of Service” with respect to the Project and CPL retains an ownership and property interest therein, including the copyright and the right of reuse. CPL grants to the Client a limited, royalty-free license to use the deliverable documents on the Project to the extent CPL has been paid all fees under the Agreement. The said deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client’s sole risk and without liability or legal exposure to CPL. Client shall indemnify, defend, and hold harmless CPL from and against all claims, damages, losses, and expenses including attorneys’ fees arising out of or resulting from such unauthorized use or re-use of CPL’s documents. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL. If CPL rightfully terminates this Agreement for cause, the license granted in this Section shall terminate unless the parties agree to an extension of the license and appropriate fee.
7. CPL and Client agree to transmit, and accept, Project-related Instruments of Service or any other information or documentation in digital form either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
8. This Agreement shall be governed by the laws of the State in which the Project is located.
9. CPL and Client agree to negotiate each dispute between them in good faith during the 30 days after either party provides written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated by the American Arbitration Association unless another forum is mutually selected. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located. If mediation is unsuccessful, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction where the Project is located. CPL and Client waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.



CPL STANDARD TERMS AND CONDITIONS

10. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event the Project is cancelled. In the event of termination, CPL shall be paid compensation plus reimbursable expenses incurred in relation to the services performed prior to the termination date.
11. Limitation of Liability: To the maximum extent permitted by law, the Client agrees to limit CPL's liability for the Client's damages incurred in relation to this Agreement or any services furnished by CPL to the sum of \$50,000 or CPL's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If applicable law prohibits enforcement of this limitation of liability provision as written, then, and only then, this provision shall be deemed to be modified to provide the maximum limitation of liability allowable under applicable law.
12. Client and CPL each binds themselves and their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.
13. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CPL.
14. CPL shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
15. CPL shall be compensated as set forth in this Agreement. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement, the amounts due CPL shall be increased at the rate of 1.5% per month (18% per annum, or the maximum rate of interest permitted by law, if less), from said 30th day. In addition, after giving seven (7) days' written notice to Client, CPL may suspend services until it has been paid in full all amounts due to CPL under this Agreement.
16. Services which are in addition to those set forth in the proposal letter which CPL agrees to provide to Client are "Additional Services" which shall be compensated as mutually agreed to by Client and CPL. The parties shall agree in writing as to scope, compensation and schedule prior to commencement of any Additional Services. Additional Services shall include, but not be limited to, services required due to: (i) significant changes in general scope of Project (including any changes made for budgetary reasons); (ii) revising previously accepted Instruments of Service as requested by Client, and/or (iii) delays not the fault of CPL.
17. This Agreement including any expressly incorporated attachments, constitutes the entire agreement between Client and CPL and supersedes all prior written or oral understandings. This Agreement may be amended only by written instrument signed by both the Client and CPL.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: February 11, 2026
To: Honorable Members of the Board of Estimate And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds-SnoGo Repairs/Equipment

We respectfully bring the matter of our snow blowers' conditions and needs to your attention in preparation for the request for a new snow blower purchase.

Our snow blowers were put to the test during the latest 20" snow storm of Sunday January 25, 2026. As of yesterday, our snow blower has been working for 8 hours per day during subfreezing weather conditions with temperatures dropping below zero, except for one Saturday night and during mechanical breakdowns.

Our latest snow blower 1996, only one functioning, broke down several times and private mechanics had to weld and fabricate some pieces that were needed to get it operational.

Similar commercial snow blowers were not available for rent or purchase since this storm. We were advised by one vendor that DOT bought the 5 blowers that they had.

One vendor from Wisconsin had one that required some bracket fabrication to attached to one of our front loaders and would take over a week to deliver at machine cost being \$235,000.

Our latest 1997 blower parts take 120 days to deliver. We have ordered about \$10,000 worth but need an additional \$56,000 in parts to be on hand for next season, should we need it.

We are listing below the three (3) snow blowers that we own:

- A 1946 SnoGo that due to the year no parts are available. DPW plans to keep this strictly as memorabilia
- A 1962 SnoGo that due to age no parts are available. DPW plans to put this up for auction
- A 1996 SnoGo that quote is attached for parts to repair at \$65,911.44

We respectfully request the funds transferred to have the 1996 snow blower spare parts ordered to be ready for next winter as stated below:

FROM	AMOUNT	TO
1. General Fund	\$56,000	A.5142.440 Repairs to Equipment

We will complete our evaluation for snow blowers and will request the purchase of a new one subject to your consideration and approval.
Thank you.

JT/kg



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

THE FOLLOWING WAS PRESENTED

By: None
 Seconded by: None
 Date of Adoption: February 17, 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

A Local Law Transferring Supervision of Public Parks from The Superintendent of Recreation to The Commissioner of Public Works

LOCAL LAW #1 OF 2026

A LOCAL LAW TRANSFERRING SUPERVISION OF PUBLIC PARKS FROM THE SUPERINTENDENT OF RECREATION TO THE COMMISSIONER OF PUBLIC WORKS

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN AS FOLLOWS:

Section 1. Purpose of this Enactment.

The purpose of this enactment is to transfer all supervision of public parks in the City of

Middletown from the Superintendent of Recreation to the Commissioner of Public Works.

Section 2. Section 68 of the Charter of the City of Middletown is hereby amended by replacing the first phrase of the first sentence thereof, to read in its entirety as follows:

It shall be the duty of the commissioner of public works to superintend, under the direction of the mayor and common council, all work to be done or performed upon any of the public highways, streets, gutters, walks, crosswalks, bridges, sewers, sewage disposal works, or public parks, or public grounds, or property of said city;

Section 3. Severability.

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Local Law.

Section 4. Effective Date.

This Local Law shall be effective upon filing with the Secretary of State.

Prepared by:
Alex Smith, Corporation Counsel

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 17, 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. 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 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