



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

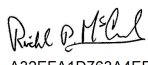


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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
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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 16, 2025

Accept Minutes of December 16, 2025

Prepared by:
 Rick McCormack, City Clerk

Attachments:

1.	12.16.25 CC Minutes
----	---------------------




**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...

Joseph M. DeStefano, Mayor

1/21/2026

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.

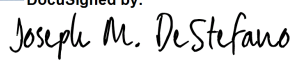
Signed by:

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
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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.

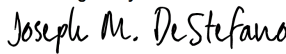
Signed by:

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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
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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
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Year 2	\$15,245.92
--------	-------------

Year 3	\$16,008.22
--------	-------------

Year 4	\$16,808.63
--------	-------------

Year 5	\$17,649.06
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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

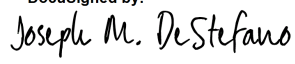
I hereby certify that the attached is a true copy of a Resolution and/or Local Law adopted by the City of Middletown Common Council.

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;


RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, Richard P. McCormack, Clerk of the City of Middletown, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said City of Middletown Common Council at a meeting duly called and held at the City Hall, 16 James St, Middletown, NY on January 20, 2026 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Middletown, New York, this 21 day of January, 2026.

Signed by:

A32EFA1B763A4ED...

Clerk, City of Middletown

Prepared by:

Attachments:

1.	PIN 8757.07 SUP 5 D035608
----	---------------------------

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



**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:
Richard P. McCormack
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:
Joseph M. DeStefano
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		<input type="checkbox"/> FOOD SERVICE	AGREEMENT NUMBER
PEPSI-COLA OF THE HUDSON VALLEY (PCHV)		<input checked="" type="checkbox"/> VENDOR/ VISA COOLER	28114
ONE PEPSI WAY • NEWBURGH, NEW YORK 12550 • PHONE (845) 562-5400			
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	TAX CODE
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
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 8 AM - 5 PM	DAYS CLOSED SAT - SUN
ADDRESS 16 JAMES ST		CALL DAY	DELIVERY DAY
CITY/STATE/ZIP CITY OF MIDDLETOWN, NY 10940		PERSON TO CONTACT	T/S PHONE
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.
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: <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) 501 E 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 → \$	
SIGNED (CUSTOMER'S SIGNATURE AUTHORIZES ALL TERMS AND CONDITIONS OF AGREEMENT)/TITLE Joseph M. DeStefano		PRINT NAME Joseph M. DeStefano	

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

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/ <input type="checkbox"/> 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 _____		FEDERAL ID NO. _____		DRIVER'S LICENSE NO./STATE _____ COUNTY/CITY _____		TAX CODE _____	
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		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.) _____	
ADDRESS 16 JAMES ST		CITY/STATE/ZIP CITY OF MIDDLETOWN NY 10940		HOURS OPEN 8AM-5PM		DAYS CLOSED SAT-SUN		CALL DAY _____ DELIVERY DAY _____ CALL TIME _____	
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.		NAT. <input type="checkbox"/> PDA <input type="checkbox"/> CHG.		PERSON TO CONTACT _____ T/S PHONE _____	
ADDRESS / P.O. BOX _____		PHONE () _____		SUP / ROUTE / SUFFIX _____		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 () _____	
CITY / STATE / ZIP _____		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:		<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		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 _____		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 APPLI-CABLE) _____ AMOUNT TO BE DELIVERED _____		SPECIAL INSTRUCTIONS _____	
SIGNED (CUSTOMER'S SIGNATURE AUTHORIZES ALL TERMS AND CONDITIONS OF AGREEMENT)/TITLE X <i>Joseph M. DeStefano</i>		PRINT NAME Joseph M. DeStefano		PAYMENT DUE UPON INSTALLATION → \$ _____		PRINT GUARANTOR'S NAME _____		GUARANTOR'S SIGNATURE _____	
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		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.

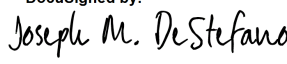
Signed by:

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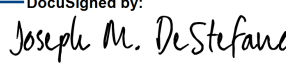
Richard P. McCormack
 Clerk to the Common Council

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:

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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
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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
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~~Supervisor~~ Mayor

Attest:


Signed by:



A32EFA1D763A4ED

City Clerk

THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.



President

Attest:

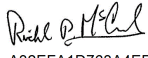


**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE**

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