



**CITY OF MIDDLETOWN  
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA  
APRIL 17, 2026 - 4:00 PM**

1. ROLL CALL
2. APPROVAL OF MINUTES
  - 2.1. Accept the Minutes of 04/06/2026
3. NEW BUSINESS
  - 3.1. Bid opening for Street Materials & Patch Material  
 BID Opening for Street Materials and Patch Material
  - 3.2. Authorization to transfer within Civil Service Budget  
 BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$295, in the following manner,

| FROM                   | TO                   | AMOUNT |
|------------------------|----------------------|--------|
| A.1430.490<br>Printing | A.1430.401<br>Travel | \$295  |

TO COVER THE COST OF 2026 NYSAPSCO CONFERENCE

- 3.3. Val Bruni Quote and fund transfer for North St Fire House  
 .BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$57,890, in the following manner for the enclosed quote from Val Bruni to replace the existing Air handler, heating & AC that serviced the meeting room and second floor at the North Street Fire house. The existing unit failed.

| FROM         | TO                                | AMOUNT      |
|--------------|-----------------------------------|-------------|
| General Fund | A.1620.470<br>Repairs to Building | \$57,890.00 |

- 3.4. Authorization to declare the following equipment as surplus and authorizes its sale at auction through Auctions International:

BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment to declare the following equipment as surplus and authorizes its sale at auction through Auctions International:

Requesting that the vehicle listed below be declared surplus and authorize the Commissioner of Public Works to dispose of it in the most advantageous way to the City, based on his opinion, most likely through Auctions International.

1. 2012 Ford F250 (VIN#1FT7X2B6XCEB43827). This Ford F250 has major electrical issues and requires major repairs to make it safe to operate. The bed of the truck is rotting off and the rear main seal is leaking fumes back into the inside of the cab. The cost of the necessary repairs would be more than \$12,000 which is more than the vehicle is worth.

- 3.5. Accept a donation from the Middletown Lions Club

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a \$250.00 donation from Middletown Lions Club for the annual fishing derby. Please deposit into acct. A. 2705 Recreation Donations.

- 3.6. Accept Donation from Orange County Department of Health Intervention Services

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a donation from Orange County Department of Health Intervention Services. We will receive items we picked out from Lake Shore Learning totaling \$16,300.00.

OCDOH Intervention Services has chosen to partner with the Middletown Recreation and Port Jervis Recreation Department through a grant called Children and Youth with Special Health Care Needs Program for ages 0–21. This one-time grant is specifically called Community Accessibility and Inclusion. These items will be used to enhance recreational programming by integrating inclusive and sensory-supportive materials and enable more children with Special Health Care Needs to participate safely and meaningfully alongside peers.

- 3.7. Authorization to Host a City-Wide Yard Sale and Waive Associated Fees

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes hosting the Annual City Wide Yard Sale on June 6th and 7th, 2026, and September 12, 2026, that all associated fees that are customary for yard sales be waived for the duration of the event.

- 3.8. Approval to accept the Inter- Municipal Agreement for use of the City of Port Jervis Firearms Training Range Facility
- 3.9. Authorization to approve the 2025 Fire Department LOSAP List  
 Authorization to approve the 2025 Fire Department LOSAP List
- 3.10. Authorize an Agreement with the County of Orange for Transportation Services for the Senior Center– Additional Funding \$11,316.35

Please see the attached Amendment for the current funding that the Senior Center is receiving for the Transportation Service on the current contract because of their good standing with the County. They are offering additional funding in the amount of \$11,316.35. They need the agreement signed ASAP along with other items related to the contract. I am requesting that the following be added to the BOE scheduled for tomorrow 4/17/26.

Whereas, The County, exercised its option to extend the term of the Agreement for an additional (3) three-month period commencing January 1, 2026 and ending March 31, 2026 (“Short Term Extension”).

Whereas, Orange County shall compensate the City of Middletown for the services performed during the Short Term Extension in an amount not to exceed \$11,316.35.

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 and Treasurer to sign any and all necessary 2026 agreements, contracts, and Requests for Funding in relation to Transportation Services for the Elderly on behalf of the City of Middletown.

- 3.11. Authorize Budget Transfer – CDBG Fund – Section 108 Defeasement (\$14,670.30)

**BE IT RESOLVED**, that the Board of Estimate and Apportionment and hereby authorizes the transfer of funds within the Community Development Block Grant (CDBG) Fund as follows:

| From   | To | Amount      |
|--|----|-------------|
| CD Fund Balance 8686.702 – Principal on Indebtedness |    | \$14,000.00 |
| CD Fund Balance 8686.701 – Interest on Indebtedness  |    | \$670.30    |

**BE IT FURTHER RESOLVED**, that said transfer is necessary to fund payments associated with a Section 108 Defeasement.

- 4. WATER/SEWER/LAWN MAINTENANCE ADJUSTMENT
- 5. ADJOURNMENT





**CITY OF MIDDLETOWN  
BOARD OF ESTIMATE AND APPORTIONMENT MINUTES  
APRIL 6, 2026**

**Roll Call**

**Present:** Mayor DeStefano, Council President Rodrigues, Alderman Masi

**Absent:**

**Approval of Minutes**

**New Business**

**Senior Center Requesting Approval to create a new position as instructor of Zumba**

- *The Senior Citizen Department, Mulberry House Senior Center, respectfully requests the Board of Estimate to approve and authorize inclusion of Zumba leader, Isabel Gomez, as part-time activity leader at salary rate of \$25.00. She will lead class on Mondays 11:15am-12:15pm.*
- *Request to authorize Treasurer to allocate \$1,025 from Senior Center personnel line 6772.100. for Salary of Isabel Gomez, activity leader for budget year 2026.*

Tabled- Raelynn to request

**Motion by:** Mayor DeStefano **Seconded by:** Alderman Masi

**AYES:** Council President Rodrigues

**NAYS:** None

**ABSTAIN:** None

**Request to dispose Police Vehicles**

*Requesting the disposal of the following vehicles.*

*2013 Ford Explorer - VIN# 1FM5K8AR9DGA68818 - Car# 32 ACO – Needs new motor - TOW ONLY*

*2005 Ford Econoline E350 – VIN# 1FDSE35P95HB26718 – Needs costly engine/transmission repairs, leaking diesel fuel, produces excessive exhaust smoke – TOW ONLY*

**Motion by:** Council President Rodrigues **Seconded by:** Alderman Masi

**AYES:** Mayor DeStefano

**NAYS:** None

**ABSTAIN:** None

### **Request to accept 2026-2027 Stop DWI**

*BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with the County for Stop DWI enforcement period 2026-2027 in the award amount of \$7,000.*

*BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Mayor to sign the agreement.*

*Attached please find the contract with the County for our 2026-2027 STOP-DWI enforcement period of March 11, 2026 through January 1, 2027.*

*This contract must be signed in blue ink. Once the contract is signed, please return the original to us for forwarding to the County.*

*Please authorize the Treasurer to add this funding to the STOP DWI Budget line A.3126.103.*

**Motion by:** Alderman Masi **Seconded by:** Council President Rodrigues

**AYES:** Mayor DeStefano

**NAYS:** None

**ABSTAIN:** None

### **Authorization to approve Traffic Ops. Supplemental #6**

*As the referenced project is getting close to completion, its scope has changed since the original funding was approved, prompting us to request additional federal funding. We were successful in obtaining the additional funding through several supplemental agreements with NYSDOT.*

*Attached is one (1) Supplemental Agreement to include the additional construction, construction inspection funds and changes to the contract end date for the above-referenced project.*

*We are requesting that the attached resolution, for City to fund 100% of the additional funding required for the Traffic Operations Project, be placed before the BOE and then put forward to Common Council for approval.*

*The resolution also requests the Council's approval for the Mayor to sign the attached funding Supplemental Agreement No. 6 with DOT in the amount of \$400,000. The funding will be 80% Federal, and 20% local match. NYS Marchiselli program pays 15% of the total when funds are available, leaving the City responsible for 5% of the \$400,000, being \$20,000.00. City's cost may be up to 20% of the grant if Marchiselli funding is not available.*

*Please refer to the enclosed supplemental agreement schedule for total cost breakdown and sources of funding.*

*Once approved, the agreement requires both the Mayor and the Corporation Counsel signatures.*

*RESOLVED, that the sum of \$400,000 (\$25,591,203 minus the previous \$25,191,203) 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*

**Motion by:** Alderman Masi **Seconded by:** Council President Rodrigues

**AYES:** Mayor DeStefano

**NAYS:** None

**ABSTAIN:** None

**Transfer \$12,000 from Park Improvements to Fitness Court Studio to cover the cost of the additional shade concrete estimate.**

*BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$12,000 in the following manner,*

| <i>FROM</i>                         | <i>TO</i>                              | <i>AMOUNT</i>   |
|-------------------------------------|--|-----------------|
| <i>A.7110.478 Park Improvements</i> | <i>H.7110.214 Fitness Court Studio</i> | <i>\$12,000</i> |

*This transfer will allow for the installation of additional concrete to support a future shade structure at the Fitness Court site. Completing this work at this time ensures that the necessary concrete and footers are in place should the City choose to add a shade structure in the future. This approach is recommended by the National Fitness Campaign and allows for a more cost-effective and efficient installation if the shade structure is added at a later date.*

**Motion by:** Mayor DeStefano **Seconded by:** Council President Rodrigues

**AYES:** Alderman Masi

**NAYS:** None

**ABSTAIN:** None

**Authorization to appropriate General Fund Balance for Court House and City Elevator Expenses**  
*BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$15,053.60, in the following manner,*

| <i>FROM</i>         | <i>TO</i>                                       | <i>AMOUNT</i>      |
|---------------------|---|--------------------|
| <i>General Fund</i> | <i>Repairs to Building</i><br><i>A.1620.470</i> | <i>\$11,564.00</i> |
| <i>General Fund</i> | <i>Contractual</i><br><i>A.1490.400</i>         | <i>\$3,489.60</i>  |

Cost will be \$290.80 per month, paid annually (\$3,489.60/yr.)

If billed monthly, the cost would be increased by 7%

Also included is a repair work order for said City Court Elevator for clean up and start up after construction is completed in the amount of \$11,564.00 for your review and approval.

The terms and conditions are attached.

**Motion by:** Alderman Masi **Seconded by:** Council President Rodrigues

**AYES:** Mayor DeStefano

**NAYS:** None

**ABSTAIN:** None

Contract agreement with J.C Ehrlich for Pest control at the New Courthouse on 25 South Street, and transfer of funds.

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with J.C Ehrlich for Pest control at the New Courthouse on 25 South Street.

One-time Initial fee will be \$895.00

Moving forward monthly payment will be \$165.00 a month

The terms and conditions are attached.

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Mayor to sign the agreement and Board of Estimate and Apportionment authorizes the Treasurer to transfer \$2,380, in the following manner,

| <i>FROM</i>         | <i>TO</i>                                       | <i>AMOUNT</i>     |
|---------------------|---|-------------------|
| <i>General fund</i> | <i>Repairs to Building</i><br><i>A.1620.470</i> | <i>\$895.00</i>   |
| <i>General fund</i> | <i>Contractual</i><br><i>A.1490.400</i>         | <i>\$1,485.00</i> |

Amend to remove transfer — authorize to sign by the Mayor

**Motion by:** Alderman Masi **Seconded by:** Mayor DeStefano

**AYES:** None

**NAYS:** Council President Rodrigues

**ABSTAIN:** None

**Approval to renew and sign the MOU with Shawangunk Fish and Game Association**

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an Memorandum of Understanding with Shawangunk Fish and Game Association

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Mayor to sign the agreement.

**Motion by:** Alderman Masi **Seconded by:** Council President Rodrigues

**AYES:** Mayor DeStefano

**NAYS:** None

**ABSTAIN:** None

**Request to approve Budget Transfers City wide** BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$42,000, in the following manner,

| <i>FROM</i>       | <i>TO</i>              | <i>AMOUNT</i>      |
|-------------------|------------------------|--------------------|
| <i>H.3120.201</i> | <i>A.7110.200</i>      | <i>\$7,180.83</i>  |
| <i>H.3120.202</i> | <i>Parks Equipment</i> | <i>\$15,451.99</i> |

|                                     |                    |                   |
|-------------------------------------|--------------------|-------------------|
| <i>H.3120.203</i>                   |                    | <i>\$6,235.77</i> |
| <i>H.3120.204</i>                   |                    | <i>\$5,151</i>    |
| <i>Police Vehicle and Equipment</i> |                    |                   |
| <i>A.7110.478</i>                   | <i>A.7110.200</i>  | <i>\$7,980.41</i> |
| <i>Park Improvements</i>            | <i>Park Equip.</i> |                   |

*TO COVER THE COST OF A 4WD TRACTOR PURCHASE.*

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$668,548, in the following manner,

| <i>FROM</i>                 | <i>TO</i>         | <i>AMOUNT</i>    |
|-----------------------------|-------------------|------------------|
| <i>General Fund Balance</i> | <i>H.0916.900</i> | <i>\$668,548</i> |

*Requesting to update the Courthouse funding from temporary borrowing to permanent funding to cover the cost of furniture and additional gap costs not budgeted*

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer within various City accounts in order to cover the cost of overdraft as part of the closing of Fiscal Year 2025. See attachment. These transfers are budget-neutral and do not affect the fund balance. The majority are related to year-end payroll accrual adjustments, with additional transfers reflecting last-minute unbudgeted purchases and debt service adjustments.

**Motion by:** Mayor DeStefano **Seconded by:** Council President Rodrigues  
**AYES:** Alderman Masi  
**NAYS:** None  
**ABSTAIN:** None

**Authorization to approve the purchase of a new Fire Apparatus and transfer from General Fund Balance.** BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$1,299,302, in the following manner,

| <i>FROM</i>                 | <i>TO</i>               | <i>AMOUNT</i>      |
|-----------------------------|-------------------------|--------------------|
| <i>General Fund Balance</i> | <i>H.3410.206</i>       | <i>\$1,299,302</i> |
|                             | <i>A_2026_Fire</i>      |                    |
|                             | <i>Apparatus/Engine</i> |                    |

*Funding needs to be in place now in order to approve the quote/purchase of the Fire Apparatus. Alternative funding will be explored at a later date.*

**Motion by:** Council President Rodrigues **Seconded by:** Alderman Masi  
**AYES:** Mayor DeStefano  
**NAYS:** None  
**ABSTAIN:** None

**Authorization to approve the Director of Human Resources Position as per 426 Form**  
*The Director of Human Resource was approved by the Middletown Civil Service Commission on*

*March 25th 2026. Requesting the approval of the new position as per the 426 Form. Rosa Tumminia has accepted the role with a start date of 4/7/2026 pending Board of Estimate Approval.*

**Motion by:** Mayor DeStefano **Seconded by:** Alderman Masi

**AYES:** Council President Rodrigues

**NAYS:** None

**ABSTAIN:** None

**Authorization to approve CPL proposal for the design of the Police Roof in the amount of \$48,000**

**Motion by:** Alderman Masi **Seconded by:** Council President Rodrigues

**AYES:** Mayor DeStefano

**NAYS:** None

**ABSTAIN:** None

**Water/Sewer/Lawn Maintenance Adjustment**

**87 Dolson Ave - Snow Removal**

Died for lack of motion

**328 North Street - Snow Removal**

Died for lack of motion

**97 East Main Street Lawn Maintenance**

Died for lack of motion

**327 East Main Street Water/ Sewer**

Reduce to 75,000 gal from 12/1/24

**Motion by:** Council President Rodrigues **Seconded by:** Mayor DeStefano

**AYES:** Alderman Masi

**NAYS:** None

**ABSTAIN:** None

**Adjournment**

**Motion by:** Mayor DeStefano **Seconded by:** Alderman Masi

**AYES:** Council President Rodrigues

**NAYS:** None

**ABSTAIN:** None

**MEMO**

To: Board of Estimate  
From: Pam Welch, Civil Service  
April 07, 2026  
Re: Transfer of funds for NYSAPCSO

Can you please transfer \$295.00 form account #1430.490 (Printing) to account #1430.401 (Travel Expense). My 2026 NYSAPSCO conference is \$295.00 over my travel budget.

Thank you,  
Pam Welch

**Val Bruni Plumbing and Heating Inc.**

PO Box 864  
25-1/2 Webb Road  
Middletown, NY 10940

Voice: 845-342-4356  
Fax: 845-342-4359

**QUOTATION**

Quote Number: 1075-Q58487  
Quote Date: Mar 18, 2026  
Page: 1

| Info/Office   |
|---|
| CITY OF MIDDLETOWN<br>16 JAMES ST<br>MIDDLETOWN, NY 10940 |

| Location   |
|--|
| NORTH STREET FIRE HOUSE<br>359 NORTH ST.<br>MIDDLETOWN, NY 10940 |

| Customer ID      | Quote Date | Payment Terms |
|------------------|------------|---------------|
| MDTN CITY - 1075 | 4/17/26    | Net 5 Days    |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

| Item Qty | Description  | Price Each | Amount |
|----------|--|------------|--------|
|          | <p>THE REPLACEMENT OF EXISTING AIR HANDLER THAT SERVICES THE MEETING ROOM &amp; 2ND FLOOR.<br/>CURRENT AIR HANDLER HAS FAILED.<br/>PROPOSE THE FOLLOWING SYSTEM AND SCOPE OF WORK:</p> <p>1.) DISCONNECT AND ABANDON EXISTING AIR HANDLER IN THE ATTIC.<br/>- NOTE: WE SUGGEST TO ABANDON THIS AREA BECAUSE COST WOULD INCREASE WITH THE AMOUNT OF LABOR THAT WOULD BE NEEDED IF WE REMAIN IN THE ATTIC,<br/>AS THIS WOULD REQUIRE US TO BREAK DOWN THE EXISTING UNIT AND REMOVE IN PIECES. AND OPEN HOLES TO FIT THE NEW UNIT AND ASSEMBLE IN ATTIC.</p> <p>2.) SUPPLY AND INSTALL (1) NEW HEATING AND AC COMBINATION HEAT PUMP/MINI SPLIT SYSTEM.<br/>MODEL TO BE FUJITSU.<br/>INCLUDING 4-TON OUTDOOR CONDENSING UNIT AND (4) INDOOR CEILING CASSETTES. EACH TO HAVE THEIR OWN CONTROLS.</p> <p>3.) THE NEW CONDENSING UNIT WILL BE INSTALLED ON THE NORTH STREET SIDE OF THE FIREHOUSE,<br/>MAKING IT MORE ACCESSIBLE FOR SERVICE. ( THE EXISTING LOCATION CURRENTLY GETS TAKEN OVER BY VEGETATION ).</p> <p>4.) PRICE INCLUDES EQUIPMENT, COMMUNICATION WIRE, LINESET, MISCELLANEOUS MATERIALS, PIPE AND FITTINGS TO CONNECT.</p> |            |        |

ALL WORK WILL CONFORM WITH N.Y.S. AND LOCAL CODES.  
OWNER AGREES THAT THE PRICE QUOTED IS BARRING ANY UNFORSEEN CIRCUMSTANCES.  
ANY DELAYS OR ADDITIONAL MATERIALS REQUIRED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL WILL BE BILLED AS ADDITIONAL COST ABOVE QUOTED PRICE. (QUOTE IS GOOD FOR 30 DAYS.)  
MATERIALS HOLD MANUFACTURERS WARRANTIES ONLY

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |

**Val Bruni Plumbing and Heating Inc.**

PO Box 864  
25-1/2 Webb Road  
Middletown, NY 10940

**QUOTATION**

Quote Number: 1075-Q58487  
Quote Date: Mar 18, 2026  
Page: 2

Voice: 845-342-4356  
Fax: 845-342-4359

| Client Info   |
|---|
| CITY OF MIDDLETOWN<br>16 JAMES ST<br>MIDDLETOWN, NY 10940 |

| Job Location   |
|--|
| NORTH STREET FIRE HOUSE<br>359 NORTH ST.<br>MIDDLETOWN, NY 10940 |

| Customer ID      | Good thru | Payment Terms |
|------------------|-----------|---------------|
| MDTN CITY - 1075 | 4/17/26   | Net 5 Days    |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

| Item Qty | Description  | Price Each   | Amount    |
|----------|--|--------------|-----------|
|          | 5.) INCLUDES ALL LABOR, START-UP AND TESTING.<br>6.) USE OF LIFT ALSO INCLUDED.  |              |           |
| 1.00     | ESTIMATED LABOR ( PREP, ON SITE & MOBILIZATION ):  | 36,000.00000 | 36,000.00 |
| 1.00     | ESTIMATED MATERIALS/OTHER OVERHEAD:  | 21,890.00000 | 21,890.00 |
|          | THANK YOU FOR THE OPPORTUNITY. IF YOU WOULD LIKE AN ON-SITE VISIT TO GO OVER DETAILS, PLEASE FEEL FREE TO ASK ANYTIME. |              |           |

ALL WORK WILL CONFORM WITH N.Y.S. AND LOCAL CODES.  
OWNER AGREES THAT THE PRICE QUOTED IS BARRING ANY UNFORSEEN CIRCUMSTANCES.  
ANY DELAYS OR ADDITIONAL MATERIALS REQUIRED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL WILL BE BILLED AS ADDITIONAL COST ABOVE QUOTED PRICE. (QUOTE IS GOOD FOR 30 DAYS.)  
MATERIALS HOLD MANUFACTURERS WARRANTIES ONLY


SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

|              |                  |
|--------------|------------------|
| Subtotal     | 57,890.00        |
| Sales Tax    |                  |
| <b>TOTAL</b> | <b>57,890.00</b> |

# DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

Date: April 13, 2026  
To: Honorable Mayor DeStefano, Members of the Board of Estimate  
and Apportionment, Members of the Common Council  
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk  
From: Jacob Tawil, Commissioner of Public Works   
Re: Val Bruni Quote for North St Fire House

We are respectfully requesting the approval of the enclosed quote from Val Bruni to replace the existing Air handler, heating & AC that serviced the meeting room and second floor at the North Street Fire house. The existing unit failed. Please see attached cost estimate in the amount of \$57,890.00

This is not a budgeted item.

Our entire annual budget for Repairs to Building is \$165,750

-2025 Repairs to Building budget was \$146,250 Plus additional \$111,291.25 transfers to cover needed repairs.

As such we request a Fund balance transfer in the amount of \$57,980.00 to cover work

| FROM            | AMOUNT      | TO                                |
|-----------------|-------------|-----------------------------------|
| 1. General Fund | \$57,890.00 | A.1620.470<br>Repairs to Building |

Thank you.

JT/mc

# DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

Date: April 13, 2026  
To: Honorable Mayor DeStefano, Members of the Board of Estimate  
and Apportionment, Members of the Common Council  
Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk  
From: Jacob Tawil, Commissioner of Public Works  
Re: Val Bruni Quote for North St Fire House

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This is not a budgeted item.

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As such we request a Fund balance transfer in the amount of \$57,980.00 to cover work

| FROM            | AMOUNT      | TO                                |
|-----------------|-------------|-----------------------------------|
| 1. General Fund | \$57,890.00 | A.1620.470<br>Repairs to Building |

Thank you.


JT/mc

# Department of Public Works

## Memorandum

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

**CC:** Richard McCormack- City Clerk and Leonora Liz- Treasurer

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

**Date:** April 8, 2026

**RE:** Surplus vehicle

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

1. 2012 Ford F250 (VIN#1FT7X2B6XCEB43827). This Ford F250 has major electrical issues and requires major repairs to make it safe to operate. The bed of the truck is rotting off and the rear main seal is leaking fumes back into the inside of the cab. The cost of the necessary repairs would be more than \$12,000 which is more than the vehicle is worth.

Thank you.

## Nicole Psarakis

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**From:** Brownsey, Sandra <SBrownsey@orangecountygov.com>  
**Sent:** Monday, April 13, 2026 2:43 PM  
**To:** Nicole Psarakis  
**Cc:** Hayes-Hayden, Paula  
**Subject:** RE: [EXTERNAL] Grant Title

Hi Nicole –

We're excited to partner with you and the Middletown Rec Center! (Thank you for being so patient.)

This grant comes under our **Children and Youth with Special Health Care Needs program (for ages 0 – 21)**. This one-time grant offering is specifically called: ***Community Accessibility and Inclusion***. Let me know if you need anything else!

Here's what we submitted for the grant work plan:

**Site(s):** Middletown Recreation Center and Port Jervis Recreation Center

**Objective:**

Enhance existing recreational programming by integrating inclusive and sensory-supportive materials that enable more

Children and Youth with Special Health Care Needs to participate safely and meaningfully alongside peers.

**Planned Activities:**

- Purchase inclusive toys, games, and adaptive recreational materials
- Provide sensory regulation support items (e.g., tactile tools, calming items, noise-reduction supports)
- Establish designated sensory-friendly areas within existing recreation spaces

**Anticipated Outcomes:**

OCDOH Intervention Services

\$16,300

- Front Lobby Sensory Space

- Toddler Programming Outside

### Ship Order (23)



#### Outdoor Musical Chime Center

Item # LC416

\$899.00 ea

 Shipping restrictions apply.

1


**\$899.00**



#### Outdoor Drum Center

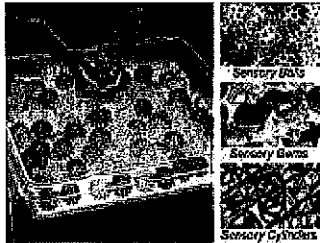
Item # LC495

\$899.00 ea

 Shipping restrictions apply.

1

**\$899.00**



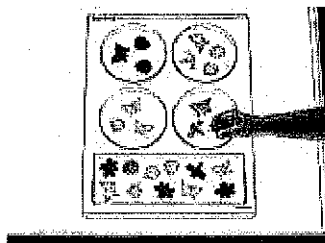
#### Toddler-Safe Light Table Sensory Materials - Complete Set

Item # AA890X

\$179.00 ea

1

**\$179.00**



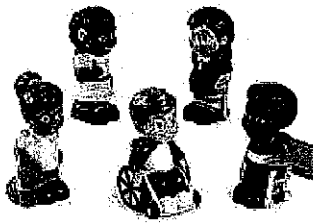
#### Light Table Sorting Tray

Item # LC694

\$13.99 ea

1

**\$13.99**



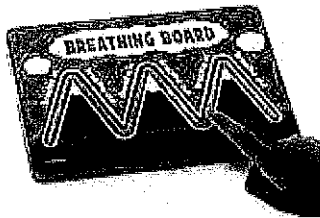
**Soft & Safe Children with Differing Abilities**

Item # AA695

\$39.99 ea

1

**\$39.99**



**Mindful Breathing Board**

Item # EE952

\$12.99 ea

1

**\$12.99**



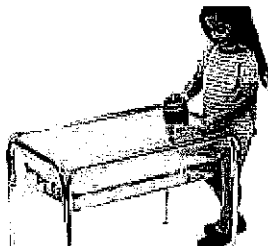
**Mud Oven Playset**

Item # LC884

\$59.99 ea

1

**\$59.99**



**Giant Clear-View Water Play Table**

Item # LA719

\$379.00 ea



Shipping restrictions apply.

1

**\$379.00**

**Light Table Sensory Tray**

Item # LL581

\$99.99 ea



Shipping restrictions apply.

1

**\$99.99**

**Toddler Color-Changing Light Table**

Item # AA810

\$499.00 ea



Shipping restrictions apply.

1

**\$499.00**

**Sensory Peanut Ball**

Item # SE355

\$39.99 ea

1

**\$39.99**

**Just Like Home® Branches Round Carpet**

Item # LK476

\$279.00 ea



Shipping restrictions apply.

1

**\$279.00**

**Watch It Flow! Water Table**

Item # LA526

\$799.00 ea



Shipping restrictions apply.

1

**\$799.00**

**Outdoor Cozy Cabana**

Item # LC492

\$3,999.00 ea



Shipping restrictions apply.

1

**\$3,999.00**

**First Steps® Play-Top Storage Center**

Item # AA158

\$659.00 ea



Shipping restrictions apply.

1

**\$659.00**

**Lakeshore Calming Corner Bundle**

Item # LA993DC

\$839.00 ea



Shipping restrictions apply.

1

**\$839.00**

**Outdoor Gross Motor Area - 24 Months-3 Years**

Item # AA1401

\$4,199.00 ea



Shipping restrictions apply.

1

**\$4,199.00**

**Breathe For Change Calming Corner**

Item # KT35838

\$379.00 ea

Estimated ship date: 06/18/26

1

**\$379.00**

**Toddler Hardwood Table & Chairs Set**

Item # AA798

\$449.00 ea

1

**\$449.00**

**Comfy Book Nook**

Item # JJ578

\$1,099.00 ea



Shipping restrictions apply.

1

**\$1,099.00**

**Toddler Treehouse Hideaway**

Item # AA241

\$549.00 ea

 Shipping restrictions apply.

**1**

**\$549.00**

**Pretend & Play Mud Oven**

Item # LC883

\$799.00 ea

 Shipping restrictions apply.


**1**

**\$799.00**

**Pump & Play Mud Kitchen**

Item # LC737

\$1,299.00 ea

 Shipping restrictions apply.

**1**

**\$1,299.00**

Estimated Shipping ⓘ \$6.99

Estimated Taxes ⓘ tbd

Enter Your Shipping Zip Code

**Order Subtotal \$18,469.94**



Your 55,410 points are waiting! [Sign in](#) to add them to your account and start earning rewards.

**INTER-MUNICIPAL AGREEMENT  
FIREARMS TRAINING RANGE FACILITY**

THIS INTER-MUNICIPAL AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of April, 2026, by and between the CITY OF PORT JERVIS, a municipal corporation of the State of New York, having an office located at 20 Hammond Street Port Jervis, NY 12771 (the “City” or “Licensor”); and the City of Middletown, [a municipal corporation of the State of New York], having a mailing address at 16 James Street Middletown, NY 10940 (the “Licensee”). The City and the Licensee set forth above are each a “Party” hereto and collectively constitute the “Parties” hereunder.

**W I T N E S E T H:**

**WHEREAS**, the Licensee maintains and operates a municipal police department or New York State certified firearms training program; and

**WHEREAS**, in order to provide the most efficient service to their constituents, the Parties have determined that the best interests of the public would be served by entering into this Agreement to share the use of the City of Port Jervis Range Training Facility, located at Tow Path Road, Port Jervis, NY 12771 (the “Facilities”); and

**WHEREAS**, in the spirit of cooperation between the Parties and in an effort to reduce expenses, the Parties hereto wish to put their agreement to share the Facilities in writing.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **Facility Use Agreement.** The Parties acknowledge that this Agreement is a license granted by the City allowing the Licensee to utilize the Facilities, for specific assigned dates and purposes, and shall not constitute a lease or rental agreement.
2. **Facility Access to be Provided.** The City shall provide the Licensee access to use the Facilities (as set forth in more fully in Section 4 herein) in order to utilize the firearms training range, training facility and classroom for law enforcement training exercises, instruction and activities (the “Services”) during the Term of this Agreement.
3. **Term.** The term of this Agreement shall be for Two (2) years, commencing on April \_\_, 2026 (the “Effective Date”) until midnight on April \_\_, 2028 (the “Term”).
  - (a) **Automatic Renewal.** The Term of this Agreement shall automatically renew for additional one (1) year periods from the initial expiration date unless the Licensee informs the City in writing at least thirty (30) days from to the original or any extended expiration date that it intends to not renew this Agreement.

(b) **Termination.**

(i) Termination by the City. The City may, in its sole discretion, choose to terminate this Agreement. If the City wishes to terminate the Agreement, it shall provide written notice to the Licensee at least thirty (30) days in advance of the proposed termination date. Such written notice shall be served by certified mail at the address first noted above. **Notwithstanding the foregoing, the City shall not be required to provide advanced notice to the Licensee subject to this paragraph in the event that any person utilizing the Facilities under the auspices of said Licensee compromises the health, safety and/or welfare of any person at the Facilities or damages property at the Facilities.**

(ii) Termination by the Licensee. The Licensee hereto may withdraw from this Agreement at any time upon written notice to the City.

4. **Use of Facilities.** Licensee shall have the revocable right to use the Facilities on the dates and at the times set forth in the "Schedule of Facility Use" annexed hereto and incorporated herein as **Exhibit A.** The Schedule of Facility Use shall be assigned at the sole discretion of the City: (i) within fifteen (15) days of the Effective Date of this Agreement in the case of the current year; and (ii) prior to the first day of April, for each ensuing year of this Agreement. If, after the schedule is established for the first full year, the Licensee wishes to continue the Schedule of Facility Use as set forth for the first year of the Agreement for subsequent years, no action will be necessary. Once the schedule is established by the City, it may only be revised upon written notice to the Licensee by the City.
5. **Insurance.** Licensee shall ensure that its current insurance policy covers liability risks associated with the use of the Facilities and shall secure at its own expense and keep in effect during the term of this Agreement policies and limits equivalent to the following:
- (a) Commercial General Liability Insurance for bodily injury and property damage, including contractual liability, with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 annual aggregate, \$50,000 Fire Damage and \$10,000 Medical Payments;
  - (b) Workers' Compensation Insurance for all individuals utilizing the Facilities under the auspices of Licensee with minimum limits of \$500,000 for each accident.
  - (c) The "City of Port Jervis and the City of Port Jervis Police Department, and each of their respective officers, employees and agents" shall be named as an Additional Insured on Licensee's Commercial General Liability policy. Reference to the Additional Insured endorsement to the policy shall be specified in the Certificate of Insurance and a copy attached to the Certificate of Insurance. Evidence of such insurance coverage shall be delivered to the City prior to Licensee's use of the Facilities.
6. **Indemnification.** Licensee agrees to defend and hold the City, including its agents, employees and elected officials, harmless from and indemnified against any and all liabilities, injuries or damages sustained, in whole or in part, as the result of any negligent acts or omissions of Licensee, its agents,

servants or employees, committed at any time during which the Licensee is acting in connection with the use of the Facilities pursuant to the Agreement.

7. **No Assignment/No Use by Third-Parties.** Licensee shall not assign this Agreement nor any of its obligations to perform hereunder. Any such assignment shall be automatically deemed null and void. At no time shall the Facilities be accessed or used by any person or entity that is not a signatory hereunder without the express prior written consent of the City.
8. **Approval of Agreement.** Licensee represents that the signatory below has the requisite authority to execute this Agreement on behalf of said Licensee pursuant to a duly adopted Board/Council resolution or other official authorizing act.
9. **Terms and Conditions.** Licensee shall abide by the following terms and conditions for the usage of the Facilities and all City policies and procedures. The City reserves the right to deny usage of its Facilities to any external organization, subject to all applicable state and federal laws governing the use of public property.
  - (a) Licensee shall use the Facilities in a safe and careful manner and shall comply with all applicable local, state and federal laws and rules and regulations pertaining to the Facilities as may be promulgated and amended from time to time by any governmental agency, including the City, and such other rules and regulations prescribed by fire and police departments and other government authorities, as may be in force and affect during the use of said premises by the Licensee. All portions of doors, stairways, sidewalks, entrances, passages, etc., and access to public utilities shall be kept unobstructed by the Licensee and shall not be used for any purpose. Smoking is not permitted inside the Facilities. Possession, consumption, storage or sale of any alcoholic beverages or controlled substances is strictly prohibited at the Facilities.
  - (b) Licensee shall not remove, alter, or displace furniture, apparatus, and/or equipment at the Facilities without the prior written consent from the City. Licensee shall safeguard and care for the Facilities and assume responsibility for payment of any damages resulting from its use of the Facilities. After each use of the Facilities, Licensee must return the Facilities to the same condition as before the respective use.
  - (c) The City may cancel or relocate the use of the Facilities at any time in its sole discretion to accommodate a City activity. The City shall notify the Licensee immediately if cancellation or relocation is required.

### **GENERAL PROVISIONS**

10. This Agreement may not be changed orally. All changes shall be made in writing and approved by the respective municipal boards or governing boards of the Licensee hereto.
11. Any notice, demand, request or other communication required to be given under this Agreement shall be given by personal delivery or by certified or registered mail, postage prepaid and addressed to the respective Licensee at its office or its mailing address first set forth above.
12. The Parties agree to use their best efforts, in good faith, to resolve any dispute arising out of this Agreement, and either Party shall have the right to require the other Party to attend a meeting to resolve

said disputes upon thirty (30) days' written notice. Notwithstanding the foregoing, the City shall have the final decision-making authority with the interpretation and implementation of this Agreement.

13. If any provision of the Agreement or the application of any provision hereof to any person or circumstance is adjudicated to be invalid, the remainder of the Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims, legal proceeding or litigation arising in connection with this Agreement shall be brought exclusively in the courts of Orange County, New York, and the Parties hereto consent to the jurisdiction of such courts. The prevailing Party to any litigation with respect to this Agreement shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.
15. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. PDFs and electronic signatures shall have the same force and effect as originals thereof.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

**CITY OF PORT JERVIS**

By: \_\_\_\_\_

Name: William Worden

Title: Chief of Police

\_\_\_\_\_

By: \_\_\_\_\_

Name: Joseph DeStefano

Title: Mayor

**Exhibit A**

**Schedule of Facility Use**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2026

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

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

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>Marshall+Sterling<br>110 Main Street<br>Poughkeepsie NY 12601 |  | <b>CONTACT NAME:</b> Lydia Negron, CIC<br><b>PHONE (A/C, No, Ext):</b> (845) 343-2138<br><b>FAX (A/C, No):</b> (845) 343-9157<br><b>E-MAIL ADDRESS:</b> lnegron@marshallsterling.com |  |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|  |  | <b>INSURER A:</b> Travelers Indemnity Co.  |  |
|  |  | <b>INSURER B:</b>  |  |
|  |  | <b>INSURER C:</b>  |  |
|  |  | <b>INSURER D:</b>  |  |
|  |  | <b>INSURER E:</b>  |  |
|  |  | <b>INSURER F:</b>  |  |
| <b>INSURED</b><br>City of Middletown<br>16 James St<br>Middletown NY 10940-5724  |  | <b>NAIC #</b><br>25658   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** CL261609753      **REVISION NUMBER:**

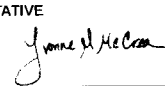
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         |          | ZLP14T7717525PA     | 12/31/2025              | 12/31/2026              | EACH OCCURRENCE \$ 1,000,000  |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000  |           |          |                     |                         |                         |   |
|          | MED EXP (Any one person) \$ excluded  |           |          |                     |                         |                         |   |
|          | PERSONAL & ADV INJURY \$ 1,000,000  |           |          |                     |                         |                         |   |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                      |           |          | H1N8102C410542IND25 | 12/31/2025              | 12/31/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  |
|          | BODILY INJURY (Per person) \$   |           |          |                     |                         |                         |   |
|          | BODILY INJURY (Per accident) \$   |           |          |                     |                         |                         |   |
|          | PROPERTY DAMAGE (Per accident) \$   |           |          |                     |                         |                         |   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | ZUP14T7718725PA     | 12/31/2025              | 12/31/2026              | EACH OCCURRENCE \$ 10,000,000   |
|          | AGGREGATE \$ 10,000,000   |           |          |                     |                         |                         |   |
|          | \$  |           |          |                     |                         |                         |   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |                     |                         |                         | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A<br>PER STATUTE    OTH-ER |
|          |   |           |          |                     |                         |                         | E.L. EACH ACCIDENT \$   |
|          |   |           |          |                     |                         |                         | E.L. DISEASE - EA EMPLOYEE \$   |
|          |   |           |          |                     |                         |                         | E.L. DISEASE - POLICY LIMIT \$  |

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

City of Port Jervis and the City of Port Jervis Police Dept, and each of their respective officers, employees and agents are added as additional insured if required by written contract, per endorsement number CGD480 02/19.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| City of Port Jervis<br>20 Hammond St<br>Port Jervis NY 12771 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <p><b>A.</b> Owned Watercraft - 25 Feet Long Or Less</p> <p><b>B.</b> Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards</p> <p><b>C.</b> Who Is An Insured - Employees And Volunteer Workers</p> <p><b>D.</b> Who Is An Insured - Owners, Managers Or Lessors Of Premises</p> <p><b>E.</b> Who Is An Insured - Lessors Of Leased Equipment</p> | <p><b>F.</b> Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p><b>G.</b> Knowledge And Notice Of Occurrence Or Offense</p> <p><b>H.</b> Blanket Waiver Of Subrogation</p> <p><b>I.</b> Contractual Liability - Railroads</p> <p><b>J.</b> Damage To Premises Rented To You</p> |
|--|--|

### **PROVISIONS**

**A. OWNED WATERCRAFT - 25 FEET LONG OR LESS**

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to a watercraft you own that is:

- (a) 25 feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED:**

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

- (1) 25 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

**B. WHO IS AN INSURED - PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS**

1. The following is added to Paragraph 1. of **SECTION II - WHO IS AN INSURED:**

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":

- (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while

## COMMERCIAL GENERAL LIABILITY

performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph **a.(1)** above;
- (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";
- (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph **a.(3)** above; or
- (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **a.(1)**, **(2)**, **(3)** or **(4)** above.

Unless you are in the business or occupation of providing "professional health care services", Paragraphs **a.(1)**, **(2)**, **(3)**, **(4)** and **(5)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (1) First aid by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor, nurse, nursing assistant, physician assistant, dental hygienist or assistant, optometrist, emergency medical technician, paramedic, coroner, physical therapist or physical therapy assistant, speech-language pathologist or speech therapy assistant, occupational therapist or occupational therapy assistant, psychologist, counselor, therapist, social worker or other health care professional; or
- (2) "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor or nurse.

Any such elected or appointed officials, "executive officers" or directors providing or failing to provide first aid or "Good

Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you. Any such members of "your boards" providing or failing to provide first aid or "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

- b. "Property damage" to property:
  - (1) Owned, occupied or used by;
  - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees" or "volunteer workers", or that official, "executive officer", director or member.

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph **1.d.** of **SECTION II - WHO IS AN INSURED:**

An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

"Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

"Your boards":

- a. Means any board, commission, or other governmental unit or department that:

- (1) Is under your jurisdiction; and
- (2) Is funded and operated as part of your total operating budget.

b. Does not include any "joint powers authority".

**C. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS**

1. The following replaces the first sentence of Paragraph 2.a. of **SECTION II – WHO IS AN INSURED:**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph 2.a. of **SECTION II – WHO IS AN INSURED:**

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**D. WHO IS AN INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition

operations performed by or on behalf of such premises owner, manager or lessor.

**E. WHO IS AN INSURED – LESSORS OF LEASED EQUIPMENT**

The following replaces Paragraph 5. of **SECTION II – WHO IS AN INSURED:**

5. Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

**F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

COMMERCIAL GENERAL LIABILITY

**G. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following replaces Paragraphs 2.e.(1) and 2.e.(2) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A lawfully elected or appointed official, executive officer or director of any public entity;
  - (ii) A partner or member of any partnership or joint venture;
  - (iii) A manager of any limited liability company;
  - (iv) An executive officer or director of any other organization; or
  - (v) A trustee of any trust; that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

**H. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**I. CONTRACTUAL LIABILITY - RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**J. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE

|  |  |
|--|--|
| <b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b><br><br>City of Middletown<br>16 James Street<br>Middletown, NY 10940   | <b>1d. Corporate Contact Name of Business referenced in box "1a"<br/>Business Telephone Number of Business referenced in box "1a"</b><br><br>Leonora Liz<br>845-346-4150 |
| <b>1b. Effective Date of Membership in the Group</b><br>03/15/2008   | <b>1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"</b>  |
| <b>1c. The Proprietor, Partners, or Executive Officers are</b><br><input checked="" type="checkbox"/> included (only check box if all partners/officers included)<br><input type="checkbox"/> all excluded or certain partners/officers excluded | <b>1f. Federal Employer Identification Number of Business referenced in Box "1a".</b><br><br>146002297   |
| <b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b><br><br>City of Port Jervis &<br>City of Port Jervis Police Dept<br>20 Hammond St<br>Port Jervis, NY 12771                      | <b>3. Name and Address of Group Self-Insurer</b><br><br>Public Employer Risk Management Association<br>PO Box 12250<br>Albany, NY 12212-2250                             |

Re: Proof of Workers' Compensation Coverage


This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

**Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.**

Certified by: Jack Wheeler, President  
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  01/01/2026  
Signature Date

Title: President

Telephone Number: 1-888-737-6269

**2025 FIRE DEPARTMENT SERVICE CERTIFICATION FORM**  
**SERVICE AWARD PROGRAM**

**City of Middletown**  
**Middletown Fire Department**

**DEADLINE: MARCH 31, 2026**

**INSTRUCTIONS**

New York State General Municipal Law requires that the list of members of the Fire Department indicating those who earned a year of Service Credit during 2025, those who did not earn a year of Service Credit in 2025, and those who waived participation must be certified under oath by the President, Secretary and Chief (or comparable officers). Once complete, the entire 2025 Data Request Package should be sent to the City Council for approval.

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**CERTIFICATION**

We certify under oath that the attached list includes all Active Members of the Fire Department during the 2025 calendar year and indicates the points earned by each volunteer in accordance with the Service Award Program Point System which will be used to determine who will be credited with a year of service. We further certify that any prior service credit reported on the listing was earned during 2025 in accordance with the provisions of the Service Award Program.

\_\_\_\_\_  
President Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Company Official Signature

\_\_\_\_\_  
Date

**2025 SPONSOR APPROVAL FORM**  
**SERVICE AWARD PROGRAM**

City of Middletown  
Middletown Fire Department

**DEADLINE: MAY 1, 2026**

This form is to be signed by either the clerk (along with a copy of the certified resolution) or by all members of the City of Middletown governing board once the certified points listing has been reviewed and approved by the Board. Once this form has been completed, the entire Data Request Package should be returned to the Fire Department so that the list can be posted for at least 30 days as required by New York State Law.

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**APPROVAL**

By resolution of the City of Middletown governing board, the 2025 points listing of all volunteer firefighter of the Middletown Fire Department has been approved. Attached is a copy of the certified board resolution approving the listing.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**If a copy of the certified resolution is not available, please have all members of the governing board sign below. The City of Middletown herein approves the Fire Department Service Award Program list of all 2025 active volunteer firefighter of the Department.**

\_\_\_\_\_  
Governing Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governing Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governing Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governing Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governing Board Member

\_\_\_\_\_  
Date

**2025 SPONSOR AUTHORIZATION FORM**  
**SERVICE AWARD PROGRAM**

**City of Middletown**  
**Middletown Fire Department**

**DEADLINE: JULY 1, 2026**

This form is to be signed by the Mayor of the City of Middletown after the 2025 listing has been posted for at least 30 days, as certified by the completion of the 2025 Fire Department Posting Certification Form. Please sign and return the entire Data Request Package to:

Penflex Actuarial Services, LLC.  
50 Century Hill Drive, Suite 3  
Latham, NY 12110

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**AUTHORIZATION**

I hereby authorize Penflex Actuarial Services, LLC. to use the data submitted herein about active volunteer firefighter Service Award Program 2025 records. Furthermore, I have reviewed the plan provisions detailed in the most recent LOSAP Report and confirm there have been no subsequent changes to the plan provisions. Penflex Actuarial Services, LLC. will assume there have been no referendums, resolutions, or other plan provision admendments unless notified otherwise. I understand this data will be used to determine the funding requirements of the Service Award Program, the eligibility of participants to be paid Service Award Program benefits and the amount of benefits to be paid to such persons. I understand that if any of the administrative services provided by Penflex Actuarial Services, LLC. must be redone due to errors in the data submitted herein, there may be an additional charge payable by the Program Sponsor. I further understand that Penflex Actuarial Services, LLC. will not be liable for any errors in the calculation of the amounts due or payable from the Service Award Program Trust Fund which are the direct result of an error(s) in the data submitted herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mayor

City of Middletown

# **MIDDLETOWN FIRE DEPARTMENT VOLUNTEER FIREFIGHTER SERVICE AWARD PROGRAM**

## ***BENEFICIARY FORMS NEEDED***

Upon the death of a participant, Penflex prefers to promptly pay the Service Award Program death benefit directly to the designated beneficiary.

If we do not have a copy of a properly completed Beneficiary Designation Form on file, any death benefit payable from the Program must be made payable to the participant's estate and could cause a delay in payment.

Please provide us with copies of the completed Beneficiary Designation Forms and keep the originals on file at the Fire Department.

**Please have the following participants complete a Beneficiary Designation Form:**

**Abdul Al-Amin  
Carlos Alicea  
Brandon Baudendistel  
Matthew Brady  
Ryan Brady  
Lucia Bruno  
Ken Clauson  
Kevin Duggan  
Andrew Green  
Joseph Healy  
William Imholz, Jr.  
Lillian Jones  
Gerard Kent  
Kyle Lewis  
Maurice Lewis  
Mark Lybolt  
Wilberto Matos  
Julio Rodrigues  
Dustyn Ryder  
Ashleigh Slingerland  
Steven Torres**

Date Prepared: December 8, 2025

**MIDDLETOWN FIRE DEPARTMENT  
SERVICE AWARD PROGRAM  
BENEFICIARY DESIGNATION FORM**

***Please read all instructions carefully before completing this form to ensure proper designation of your beneficiaries.***

This form is intended for naming or changing your beneficiary. Any death benefit from the Service Award Program will be made payable in accordance with the designation provided below. This information will be relied upon to contact the individual(s) in the event that a death benefit is payable. Please keep a copy of this form for your records and complete a new form if any of the information needs to be updated or changed. Please consult with an attorney before naming a minor or your estate as a beneficiary; typically, death benefits cannot be paid directly to a minor. Please complete this form and return it to the sponsoring municipality.

MIDDLETOWN FIRE DEPARTMENT  
81 EAST MAIN ST.  
MIDDLETOWN, NY 10940

**PARTICIPANT INFORMATION**

|                             |                     |               |                       |
|-----------------------------|---------------------|---------------|-----------------------|
| Full Name (First, MI, Last) | Social Security No. | Date of Birth | Phone Number / E-mail |
| Mailing Address             | City                | State         | Zip                   |
|                             |                     |               | Fire Company          |

**BENEFICIARY DESIGNATION**

Death benefits are paid in entirety to the surviving primary beneficiaries. Benefits are paid to contingent beneficiaries only when there are no surviving primary beneficiaries. Unless percentages are indicated, death benefits will be made payable in equal amounts. If a beneficiary listed is deceased, the corresponding benefit will be made payable to the remaining beneficiaries within that designation, proportional to the original percentages allocated. If more space is needed, please attach an additional form and label it "Addendum."

**PRIMARY**

| Share (%) | Full Name | Relation | Social Security No. | Date of Birth | Mailing Address |
|-----------|-----------|----------|---------------------|---------------|-----------------|
| _____ %   | _____     | _____    | _____               | _____         | _____           |
| _____ %   | _____     | _____    | _____               | _____         | _____           |
| _____ %   | _____     | _____    | _____               | _____         | _____           |

**CONTINGENT**

| Share (%) | Full Name | Relation | Social Security No. | Date of Birth | Mailing Address |
|-----------|-----------|----------|---------------------|---------------|-----------------|
| _____ %   | _____     | _____    | _____               | _____         | _____           |
| _____ %   | _____     | _____    | _____               | _____         | _____           |
| _____ %   | _____     | _____    | _____               | _____         | _____           |

**PARTICIPANT AND WITNESS SIGNATURES**

I hereby name the individuals above as my beneficiaries and declare that this designation supersedes all previous designations.

|                       |                        |      |
|-----------------------|------------------------|------|
| Participant Signature | Date                   |      |
| Witness Signature     | Witness Name (Printed) | Date |

Witness must be a Notary, or an Official of the City or Fire Department

**2025 FIRE DEPARTMENT POSTING CERTIFICATION FORM**  
**SERVICE AWARD PROGRAM**

City of Middletown  
Middletown Fire Department

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**NOTICE TO VOLUNTEERS**

**You have 30 days from the date on which the approved listing was posted (noted below) to review your points and service information. In the event that the information on the listing does not match your records, first notify the person noted below. If your appeal is not satisfactorily resolved, you must send a written appeal to the Sponsoring Board.**

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To comply with New York State Law, after the 2025 points listing has been approved by the governing board of the City of Middletown, it must be posted in the Fire Department's principal headquarters for a period of at least 30 days. Please have the person responsible for compiling the points and/or prior service enter their name and contact information on the form below, and enter the date on which the listing and this form were first posted. When the 30-day posting period is complete, please sign the bottom section of this form and enter the date the list was removed. Then please return the entire Data Request Package to the City of Middletown for final authorization.

This section must be completed by the person responsible for compiling the points:

|  |              |
|--|--------------|
| _____  | _____        |
| Name   | Title        |
| _____  | _____        |
| E-mail address                               | Phone number |
| Date the approved listing was posted: _____  |              |
| Date the approved listing was removed: _____ |              |

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**POSTING CERTIFICATION**

When the 30-day posting period is complete, please enter the date on which the listing was removed (above) and sign (below). Please forward the entire 2025 Data Request Package to the City Council for final approval.

I hereby certify that the approved listing was posted for no less than 30 days.

\_\_\_\_\_ No changes were made to the listing.

\_\_\_\_\_ Changes have been made to the listing and an explanation is attached.

|           |       |
|-----------|-------|
| _____     | _____ |
| Signature | Date  |

**2025 Service Award Program Firefighter Records**  
**Middletown Fire Department Service Award Program**

| #  | Last name    | First name | MI | Date of Birth | Gender | Accrued Service Credit | 2025 Points Earned | Mailing Address        | City, State & Zip Code | Status           |
|----|--------------|------------|----|---------------|--------|------------------------|--------------------|------------------------|------------------------|------------------|
|    |              |            |    |               |        |                        |                    |                        |                        |                  |
| 1  | Abrue        | Simon      |    | 12/31/1962    | M      | 0                      |                    | 20 Robertson Drive     | Middletown, NY 10940   | Active           |
| 2  | Adams        | Keith      |    | 12/18/1991    | M      | 1                      |                    | 272 North Stree Apt 2F | Middletown, NY 10940   | Active           |
| 3  | Al-Amin      | Abdul      | J. | 11/9/1968     | M      | 1                      |                    | 58 Brewster            | Middletown, NY 10940   | Active           |
| 4  | Alicea       | Carlos     | J. | 3/25/1983     | M      | 3                      | <u>64</u>          | 39 Grand Ave.          | Middletown, NY 10940   | Active           |
| 5  | Anzures      | Telesforo  |    | 1/5/1977      | M      | 5                      |                    | 74 Sheffield Drive     | Middletown, NY 10940   | Active           |
| 6  | Barber       | Nicholas   | M. | 1/3/1968      | M      | 10                     |                    | 56 Phillip Street      | Middletown, NY 10940   | Active           |
| 7  | Barone       | Eric       |    | 10/8/1996     | M      | 7                      |                    | 41 Harrison Street     | Middletown, NY 10940   | Active           |
| 8  | Barone       | Evan       |    | 6/17/1994     | M      | 0                      |                    |                        |                        | Active           |
| 9  | Barone       | Samuel     | J. | 6/21/1960     | M      | 10                     | <u>53</u>          | 41 Harrison Street     | Middletown, NY 10940   | Entitled 7/2020  |
| 10 | Battisti     | Arthur     |    | 7/21/1955     | M      | 4                      |                    | 48 Medford Avenue      | Middletown, NY 10940   | Entitled 10/2015 |
| 11 | Baudendistel | Brandon    | R. | 8/30/1991     | M      | 3                      | <u>69</u>          | 2 Schoonmaker Drive    | Middletown, NY 10940   | Active           |
| 12 | Bennet       | Robert     |    | 3/10/1980     | M      | 11                     | <u>57</u>          | PO Box 82              | Middletown, NY 10940   | Active           |
| 13 | Blakeslee    | Archie     | A. | 11/17/1926    | M      | 7                      |                    | 35 Belmont Avenue      | Middletown, NY 10940   | Active           |
| 14 | Boyea        | Amber      | R. | 5/16/1994     | F      | 2                      |                    | 100 Stratford Lane     | Middletown, NY 10940   | Active           |
| 15 | Brady        | Matthew    | R. | 3/8/2004      | M      | 1                      |                    | 50 Gardner Avenue      | Middletown, NY 10940   | Active           |
| 16 | Brady        | Robert     | M. | 7/8/1971      | M      | 11                     | <u>90</u>          | 50 Gardner Avenue      | Middletown, NY 10940   | Active           |
| 17 | Brady        | Ryan       |    | 3/6/2006      |        | 1                      | <u>75</u>          | 50 Gardner Avenue      | Middletown, NY 10940   | Active           |
| 18 | Bromley      | George     |    | 9/25/1963     | M      | 0                      |                    |                        |                        | Active           |

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

**2025 Service Award Program Firefighter Records**  
**Middletown Fire Department Service Award Program**

| #  | Last name   | First name  | MI | Date of Birth | Gender | Accrued Service Credit | 2025 Points Earned | Mailing Address                                 | City, State & Zip Code | Status          |
|----|-------------|-------------|----|---------------|--------|------------------------|--------------------|---|------------------------|-----------------|
|    |             |             |    |               |        |                        |                    |   |                        |                 |
| 19 | Browne      | Alexander   | A. | 11/24/1995    | M      | 1                      |                    | 14 Knapp Avenue<br>Middletown, NY 10940         | Middletown, NY 10940   | Active          |
| 20 | Browne      | Roberto     |    | 4/13/1955     | M      | 0                      |                    |   |                        | Active          |
| 21 | Bruno       | Lucia       |    | 7/10/2001     | F      | 1                      |                    | 22 Rose Crest Court<br>Middletown, NY 10940     | Middletown, NY 10940   | Active          |
| 22 | Caba        | Juan        |    | 10/4/1972     | M      | 6                      |                    | 31 Ogdan Street<br>Middletown, NY 10940         | Middletown, NY 10940   | Active          |
| 23 | Catillos    | Elliot      |    | 7/27/1975     | M      | 0                      |                    | 6 Houston Avenue<br>Middletown, NY 10940        | Middletown, NY 10940   | Active          |
| 24 | Cauchard    | Richard     | M. | 12/20/1956    | M      | 11                     | <u>54</u>          | 16 State Street<br>Otisville, NY 10963          | Entitled 10/2019       | Active          |
| 25 | Clauson     | Ken         |    | 6/18/1974     |        | 1                      | <u>50</u>          | 34 Vincent Drive<br>Middletown, NY 10940        | Middletown, NY 10940   | Active          |
| 26 | Concepcion  | Clinton     | D. | 10/30/1985    | M      | 7                      |                    | PO Box 891<br>Middletown, NY 10940              | Middletown, NY 10940   | Active          |
| 27 | DeGroat Jr. | Stewart     |    | 5/29/1967     | M      | 6                      | <u>50</u>          | 33 Horton Avenue<br>Middletown, NY 10940        | Middletown, NY 10940   | Active          |
| 28 | Delgado     | Rodolfo     |    | 4/23/1990     | M      | 0                      |                    | 64 Montgomery Street<br>Middletown, NY 10940    | Middletown, NY 10940   | Active          |
| 29 | Delillo     | Christopher | J. | 6/5/1957      | M      | 1                      |                    | 580 S. Centerville Road<br>Middletown, NY 10940 | Middletown, NY 10940   | Entitled 4/2022 |
| 30 | Dineen Jr.  | Patrick     |    | 2/22/1994     | M      | 0                      |                    |   |                        | Active          |
| 31 | Dineen Sr.  | Patrick     |    | 8/27/1968     | M      | 1                      |                    | 45 Broad Street<br>Middletown, NY 10940         | Middletown, NY 10940   | Active          |
| 32 | Duggan      | Kevin       |    | 10/19/1960    | M      | 1                      | <u>60</u>          | 33 Kennedy Terrace<br>Middletown, NY 10940      | Middletown, NY 10940   | Active          |
| 33 | Elia Jr.    | Dominick    | R. | 9/26/1970     | M      | 4                      | <u>85</u>          | 83 Watkins Avenue<br>Middletown, NY 10940       | Middletown, NY 10940   | Active          |
| 34 | Flores      | Carlos      | F. | 10/13/1961    | M      | 10                     | <u>55</u>          | 230 Highland Avenue<br>Middletown, NY 10940     | Middletown, NY 10940   | Active          |
| 35 | Flores      | Gilbert     | J. | 3/11/1969     | M      | 5                      |                    | 11 Bonnell Street<br>Middletown, NY 10940       | Middletown, NY 10940   | Active          |
| 36 | Fox         | Jay         |    | 4/6/1966      | M      | 0                      |                    |   |                        | Active          |

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

**2025 Service Award Program Firefighter Records**  
**Middletown Fire Department Service Award Program**

| #  | Last name    | First name | MI | Date of Birth | Gender | Credit | Accrued   |               | Mailing Address           | City, State & Zip Code | Status |
|----|--------------|------------|----|---------------|--------|--------|-----------|---------------|---------------------------|------------------------|--------|
|    |              |            |    |               |        |        | 2025      | Points Earned |                           |                        |        |
| 37 | Freundlich   | Gary       |    | 11/21/1984    | M      | 6      |           |               | 328 Concord Lane          | Middletown, NY 10940   | Active |
| 38 | Fucci        | Bryan      | M. | 2/26/1991     | M      | 2      |           |               | 38 Roosevelt Avenue       | Middletown, NY 10940   | Active |
| 39 | Galarate     | Ian        |    | 2/4/1973      | M      | 0      |           |               |                           |                        | Active |
| 40 | Garlinghouse | Randie     |    | 11/8/1969     | M      | 0      |           |               |                           |                        | Active |
| 41 | Genoval      | Eddie      |    | 6/6/1982      | M      | 3      |           |               | 133 Lake Avenue           | Middletown, NY 10940   | Active |
| 42 | Gerow        | Sean       | M. | 3/25/1971     | M      | 8      |           |               | 16 Heather Lane           | Middletown, NY 10940   | Active |
| 43 | Gomez        | Jonathan   |    | 1/25/1996     | M      | 0      |           |               |                           |                        | Active |
| 44 | Gonzalez     | Jose       |    | 6/30/1967     | M      | 0      |           |               |                           |                        | Active |
| 45 | Gordon       | Kristopher |    | 5/10/1994     | M      | 0      |           |               |                           |                        | Active |
| 46 | Green        | Andrew     |    | 2/14/1989     | M      | 3      |           |               | Clairmont Court           | Middletown, NY 10940   | Active |
| 47 | Green        | Coty       | B. | 4/15/1996     | M      | 10     |           |               | 8 Winthrop Avenue         | Middletown, NY 10940   | Active |
| 48 | Hagan        | Bernard    | J. | 4/26/1982     | M      | 8      |           |               | 54 Sproat Street          | Middletown, NY 10940   | Active |
| 49 | Healy        | Joseph     |    | 5/4/1991      | M      | 6      | <u>50</u> |               | 323 Highland Ave.         | Middletown, NY 10940   | Active |
| 50 | Hussini      | Michael    |    | 5/3/1975      | M      | 0      |           |               | 161 Wisner Avenue         | Middletown, NY 10940   | Active |
| 51 | Imholz Jr.   | William    |    | 3/19/1992     | M      | 2      |           |               |                           |                        | Active |
| 52 | Irizarry Jr. | Leonides   |    | 11/14/1967    | M      | 0      |           |               | 158 W. Main Street Apt. 2 | Middletown, NY 10940   | Active |
| 53 | Jones        | Lillian    |    | 5/21/1987     | F      | 1      |           |               | 75 Hudson Street          | Port Jervis, NY 12770  | Active |
| 54 | Kelder       | William    |    |               | M      | 0      |           |               |                           |                        | Active |

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

**2025 Service Award Program Firefighter Records**  
**Middletown Fire Department Service Award Program**

| #  | Last name    | First name  | MI | Date of Birth | Gender | Accrued Service Credit | 2025 Points Earned | Mailing Address           | City, State & Zip Code | Status           |
|----|--------------|-------------|----|---------------|--------|------------------------|--------------------|---------------------------|------------------------|------------------|
|    |              |             |    |               |        |                        |                    |                           |                        |                  |
| 55 | Kent         | Gerard      |    | 2/14/1970     | M      | 2                      |                    |                           |                        | Active           |
| 56 | Lewis        | Athony      |    | 11/19/1998    | M      | 1                      |                    | 20 Irwin Avenue           | Middletown, NY 10940   | Active           |
| 57 | Lewis        | Kyle        |    | 10/16/1995    | M      | 2                      |                    |                           |                        | Active           |
| 58 | Lewis        | Maurice     |    | 2/16/1984     | M      | 1                      |                    |                           |                        | Active           |
| 59 | Lewis Jr.    | Gerard      | E. | 2/11/1989     | M      | 9                      |                    | 8 Hickory Terrace         | Middletown, NY 10940   | Active           |
| 60 | Luis Jr.     | Don         | B. | 8/17/1961     | M      | 11                     | <u>76</u>          | 11 Keystone Park          | Middletown, NY 10940   | Entitled 10/2021 |
| 61 | Lybolt       | Mark        |    | 12/24/1967    | M      | 1                      |                    |                           |                        | Active           |
| 62 | MacLean      | Randy       | A. | 10/23/1965    | M      | 11                     | <u>87</u>          | 48 Lake Avenue            | Middletown, NY 10940   | Active           |
| 63 | Manis        | Drew        | S. | 12/26/1996    | M      | 9                      | <u>55</u>          | 11 Thomas Jefferson Place | Middletown, NY 10940   | Active           |
| 64 | Matos Jr.    | Wilberto    |    | 11/3/1995     | M      | 1                      |                    | 27 W. Main Street         | Middletown, NY 10940   | Active           |
| 65 | Menard       | Christopher | M. | 3/1/1971      | M      | 6                      |                    | 163 Wickham Avenue        | Middletown, NY 10940   | Active           |
| 66 | Mojica       | Jose        | F. | 2/16/1945     | M      | 11                     | <u>66</u>          | 6 Westminster Drive       | Middletown, NY 10940   | Entitled 1/2021  |
| 67 | Murphy       | Joseph      |    | 12/22/1983    | M      | 0                      |                    |                           |                        | Active           |
| 68 | Ortiz        | Cesar       |    | 8/29/1995     | M      | 1                      |                    | 2 Schindler Court Apt. 3  | Middletown, NY 10940   | Active           |
| 69 | Perna        | Paul        |    | 7/22/1961     | M      | 0                      |                    |                           |                        | Active           |
| 70 | Perna Jr.    | George      | W. | 6/11/1956     | M      | 11                     | <u>76</u>          | 17 Keystone Park          | Middletown, NY 10940   | Active           |
| 71 | Predmore Sr. | Kevin       | M. | 4/1/1970      | M      | 7                      | <u>62</u>          | 98 Grand Ave.             | Middletown, NY 10940   | Active           |
| 72 | Prokopchak   | Peter       | A. | 12/11/1956    | M      | 0                      |                    | P.O. Box 2352             | Middletown, NY 10940   | Active           |

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2025 Service Award Program Firefighter Records

Middletown Fire Department Service Award Program

Accrued 2025  
Service Points  
Credit Earned

| #  | Last name    | First name | MI | Date of Birth | Gender | Credit | Earned | Mailing Address      | City, State & Zip Code | Status           |
|----|--------------|------------|----|---------------|--------|--------|--------|----------------------|------------------------|------------------|
| 73 | Rodrigues    | Julio      |    | 7/27/1987     | M      | 6      | 51     | 260 E. Main Street   | Middletown, NY 10940   | Active           |
| 74 | Rowley       | Patrick    | J. | 4/17/1962     | M      | 10     | 81     | 79 Beattie Avenue    | Middletown, NY 10940   | Active           |
| 75 | Russo        | Edmund     | J. | 8/18/1965     | M      | 2      |        | 5 Livingston Street  | Middletown, NY 10940   | Active           |
| 76 | Ryder        | Daniel     | K  | 4/24/1968     | M      | 1      |        | 279 East Main Street | Middletown, NY 10940   | Active           |
| 77 | Ryder        | Dustyn     |    | 4/5/1995      | M      | 2      |        | 279 E Main Street    | Middletown, NY 10940   | Active           |
| 78 | Saldena      | Jacen      |    | 12/30/1995    | M      | 0      |        |                      |                        | Active           |
| 79 | Shah         | Anish      |    | 11/29/1978    | M      | 0      |        |                      |                        | Active           |
| 80 | Silvermail   | Heidi      | M. | 2/7/1980      | F      | 1      |        | 16 Horton Ave        | Middletown, NY 10940   | Active           |
| 81 | Simpson      | Dorothy    |    | 7/11/1980     | F      | 0      |        |                      |                        | Active           |
| 82 | Sinclair     | Easie      |    | 7/11/1980     | M      | 0      |        |                      |                        | Active           |
| 83 | Slingerland  | Ashleigh   |    | 3/12/1993     | F      | 2      |        | 126 Fairfax Ave.     | Middletown, NY 10940   | Active           |
| 84 | Soriano      | Robert     |    | 6/22/1996     | M      | 0      |        |                      |                        | Active           |
| 85 | Stell        | Donna      |    |               | F      | 0      |        |                      |                        | Active           |
| 86 | Stephens Jr. | Regan      | R. | 6/17/1976     | M      | 2      |        | 80 Tall Oaks Drive   | Middletown, NY 10940   | Active           |
| 87 | Stephens Sr. | Regan      |    | 10/28/1950    | M      | 5      |        | 80 Tall Oaks Drive   | Middletown, NY 10940   | Entitled 10/2015 |
| 88 | Tiffany      | Wayne      | D. | 8/9/1946      | M      | 11     |        | 304 Congers Avenue   | Northvale, NJ 07647    | Entitled 7/2025  |
| 89 | Torres       | Steven     |    | 5/17/1995     | M      | 2      |        |                      |                        | Active           |
| 90 | Vazquez      | Josh       |    | 7/13/1996     | M      | 0      |        |                      |                        | Active           |

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2025 Service Award Program Firefighter Records

Middletown Fire Department Service Award Program

| #  | Last name   | First name | MI | Date of Birth | Gender | Accrued Service Credit |               | Mailing Address                                 | City, State & Zip Code | Status           |
|----|-------------|------------|----|---------------|--------|------------------------|---------------|---|------------------------|------------------|
|    |             |            |    |               |        | 2025                   | Points Earned |   |                        |                  |
| 91 | Veillard    | Edwin      |    | 4/18/1981     | M      | 0                      |               |   |                        | Active           |
| 92 | Waizenegger | Edward     | J. | 8/18/1956     | M      | 10                     |               | 138 North Beacon Street<br>Middletown, NY 10940 |                        | Entitled 10/2016 |
| 93 | Waizenegger | Mark       |    | 10/27/1983    | M      | 0                      |               |   |                        | Active           |
| 94 | Walker      | Chris      |    |               | M      | 0                      |               |   |                        | Active           |
| 95 | Williams    | Leighton   |    | 6/13/1977     | M      | 6                      | 87            | 19 Hoover Drive<br>Middletown, NY 10940         |                        | Active           |





**ORANGE COUNTY  
AMENDMENT**

**NO: 9**

**EFFECTIVE DATE: January 1, 2026**

**VENDOR: City of Middletown**

**AGREEMENT FOR: Title III-B Funding for Transportation Services for the Elderly (RFP OFA01-20)**

The Agreement for Vendor Services, dated January 1, 2021, between the **COUNTY OF ORANGE** (“County”) and **City of Middletown** (“Vendor”) as previously amended by Amendment No. 8 dated October 30, 2025, as previously amended and extended by Amendment No. 7 dated January 1, 2025, as previously amended by Amendment No. 6 dated December 5, 2024, as previously amended and extended by Amendment No.5 dated January 1, 2024, as previously amended by Amendment No. 4 dated November 8, 2023, as previously amended and extended by Amendment No. 3 dated January 1, 2023, as previously amended by Amendment No. 2 dated September 1, 2022, as previously amended and extended by Amendment No.1 dated January 1, 2022 (“Agreement”) is hereby further amended and extended as follows:

- 1) **EXTENSION OF TERM.** The County, concurrently with the Vendor, hereby exercises its option to extend the term of the Agreement for an additional (3) three-month period commencing January 1, 2026 and ending March 31, 2026 (“Short Term Extension”).
- 2) **COMPENSATION.** The County shall compensate the Vendor for the services performed during the Short Term Extension in an amount not to exceed \$11,316.35 as set forth in the annexed Schedule B-8 which hereby supersedes and replaces Schedule B-7 (annexed to Amendment #8) in its entirety.
- 3) **NOT-TO-EXCEED COST.** The not-to-exceed cost set forth in Article 3 of the Agreement is increased by \$11,316.35 to \$216,013.19 as more particularly set forth below.
- 4) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-1, by execution of this Amendment No. 9, the Vendor and the individual signing this Amendment No. 9 on behalf of the Vendor certifies, under penalty of perjury, that the Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>

The County’s policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County’s website at:

<https://www.orangecountygov.com/1137/Human-Resources>

- 5) **INTEGRATION.** Except as modified by this Amendment No. 9, the Agreement shall remain unchanged and in full force and effect. The terms used in this Amendment No. 9, unless otherwise defined in this Amendment No. 9, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency

between the terms and conditions of this Amendment No. 9 and the Agreement, the terms and conditions of this Amendment No. shall control.

6). **SIGNATURES.** A manually signed copy of this Amendment No. 9 delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Amendment No.9.

The foregoing changes result in the following adjustment of Agreement not-to-exceed cost and term as follows:

|  |                       |
|--|-----------------------|
| Agreement Not-to-Exceed Cost Prior to this Amendment   | \$ 204,696.84         |
| Net Increase resulting from this Amendment             | \$ 11,316.35          |
| Agreement Not-to- Exceed Cost including this Amendment | \$ 216,013.19         |
| <br>   |                       |
| Agreement Term Prior to this Amendment                 | 01/01/2021-12/31/2025 |
| Agreement Term including this Amendment                | 01/01/2021-03/31/2026 |

**COUNTY**

**VENDOR**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SCHEDULE B-8**

**FEES AND EXPENSES**

| UNITS OF SERVICE              | UNIT COST                             | TOTAL BUDGET/<br>COST OF SERVICE |
|-------------------------------|---------------------------------------|----------------------------------|
| 1,908 units of Transportation | \$20.77 (per one way trip per person) | \$39,629.16                      |

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$39,629.16 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$11,316.35;

(b) Anticipated Income – Voluntary contributions in the amount of \$1,908.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$26,404.81 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$1,908 projected on Schedule B-8 to the Agreement shall be borne by Vendor.