

CITY OF MIDDLETOWN
REORGANIZATION MEETING AGENDA
January 03, 2022
6:30PM

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. OATH OF OFFICE FOR THE MAYOR AND PRESIDENT OF THE COMMON COUNCIL (COUNCIL CLERK)
4. OATH OF OFFICE FOR ALDERMAN (MAYOR)
5. REMARKS OF THE MAYOR
6. REMARKS OF THE ALDERMAN
5. NEW BUSINESS (RESOLUTIONS)
 - Resolution establishing Standing Committees and membership
 - Resolution adopting Procurement policies and procedures
 - Resolution adopting Investment Policy
 - Resolution adopting the Fee Schedule
 - Resolution authorizing an \$85,000 transfer from within the 2021 DPW Budget for the Middletown Community Campus Redevelopment Water System Infrastructure Improvements
 - Resolution authorizing a proposal from Clark Patterson Lee for a building condition survey for 11 King Street
 - Resolution authorizing a budget transfer of \$16,898.02 from within the 2021 Economic & Community Development Budget to cover retirement and personnel buyouts.
 - Resolution authorizing a budget transfer of \$25 from within the 2021 Paramount Budget to cover office supplies.
 - Resolution authorizing the Mayor to purchase Covid tests, and the Police Department to purchase vehicles and the Lexipol system using ARPA funds.
 - Resolution reappointing Tracy Racine to the Board of Assessment Review
 - Resolution reappointing Anthony Capozella as Planning Board Chairman
 - Resolution reappointing Robert Deitrich as Chairman of the Board of Ethics



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- Resolution reappointing David Green to the Board of Ethics
- Resolution reappointing members of the Industrial Development Agency
- Resolution reappointing J. Miguel Rodrigues to the Police Commission
- Resolution reappointing Bobby Lerz to the Architectural Review Board
- Resolution appointing Brian Smith as a Deputy Commissioner of Public Works
- Resolution appointing Rosario Mastria as a Deputy Commissioner of Public Works
- Resolution reappointing Maria Bruni as the Director of Economic & Community Development
- Resolution reappointing of Kelly Ann Kelly as City Treasurer

6. AUDIT OF CLAIMS AND ACCOUNTS

7. ADJOURNMENT

The agenda is tentative and established on all accessible information at this time.
Items may be eliminated at any time. Resolutions are added on an emergency basis.



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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

Resolved, that the Common Council of the City of Middletown hereby establishes the following committees and their membership as Standing Committees of the City of Middletown Common Council:

Finance
Planning & Economic Development
Public Safety
Recreation & Parks
Community Communication &
Historical Society

Legislative
Public Works, Traffic
Revenue
Recycling
Quality of Life/Code Enforcement City Wide

And be it further resolved, that the Common Council declares that the Treasurer, Kelly Ann Kelly, and the Chairman of the Finance Committee, Joseph Masi, are hereby authorized and directed to sign all checks, drafts, acceptances, undertakings or other orders on bank accounts of the City of Middletown by personal or by facsimile signature.

**CITY OF MIDDLETOWN COMMON COUNCIL
COMMITTEE ASSIGNMENTS
2022**

FINANCE COMMITTEE Masi, Chairperson Johnson, Vice-Chair Jean-Francois Green Ramkissoon	LEGISLATIVE COMMITTEE Johnson, Chairperson Masi, Vice-Chair Green Tobin Ramkissoon
PLANNING AND ECONOMIC DEVELOPMENT Green, Chairperson Johnson, Vice-Chair Jean-Francois Witt Ramkissoon	PUBLIC WORKS/TRAFFIC Jean-Francois, Chairperson Kleiner, Vice-Chair Green Ramkissoon Witt
RECREATION & PARKS Witt, Chairperson Tobin, Vice-Chair Ramkissoon Kleiner Masi	PUBLIC SAFETY Tobin, Chairperson Masi, Vice-Chair Ramkissoon Jean-Francois Johnson
REVENUE Ramkissoon, Chairperson Masi, Vice-Chair Jean-Francois Johnson Green	RECYLING Jean-Francois, Chairperson Green, Vice-Chair Kleiner Tobin Johnson
COMMUNITY COMMUNICATION AND HISTIOICAL SOCIETY Kleiner, Chairperson Tobin, Vice-Chair Witt Green Jean-Francois	QUALITY OF LIFE/CODE ENFORCEMENT ENTIRE CITY Entire Council on Committee

Updated: 12/27/2021

**CITY OF MIDDLETOWN, NEW YORK
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Ald. Masi				
Pres. Rodrigues				
TOTAL				

Whereas, New York State General Municipal Law, Section 104-b, states that a municipality should annually adopt a Procurement Policy, and

Whereas, the Corporation Counsel of the City of Middletown has advised the Council that it must look at, revise, if necessary, and adopt the Procurement Policy on an annual basis in accordance with New York State statute,

Now, therefore, be it resolved, that the Common Council of the City of Middletown does hereby adopt the attached written policies and procedures for procurement of goods and services for the City of Middletown.

Procurement Policy

§ 104-1. Adoption of procedures.

The following procedures are adopted for procurement of goods and services.

§ 104-2. Purchases.

For purchases, the following procedures are to be followed:

A.

For purchases of items costing over \$20,000, competitive bidding in accordance with applicable laws and regulations is required.

B.

For purchases of items costing between \$5,000 and \$19,999.99, three or more written price quotes from suppliers are required.

C.

For purchases of items costing between \$2,000 and \$4,999.99, three or more verbal quotes from suppliers are required.

D.

For purchases of items costing between \$0 and \$1,999.99, appropriate verbal quotes from suppliers, in the discretion of the department head undertaking the purchasing, are required.

§ 104-3. Public works contracts.

For public works contracts, the following procedures are to be followed:

A.

For contracts over \$35,000, competitive bidding in accordance with applicable laws and regulations is required.

B.

For contracts between \$5,000 and \$34,999.99, three or more written quotes from qualified contractors are required.

C.

For contracts between \$2,000 and \$4,999.99, three or more verbal quotes from qualified contractors are required.

D.

For contracts between \$0 and \$1,999.99, appropriate verbal quotes from qualified contractors, in the discretion of the department head who wishes to enter into the contracts, are required.

§ 104-4. Other services.

[Amended 2-5-2013]

A.

In the event it can be anticipated that a particular service (e.g., painting services) may be required by the City for various projects which, in total, are expected to exceed \$35,000 for the year, then the procurement of those services will be subject to competitive bidding.

B.

There are, however, certain types of services provided to the City that may be considered routine and delivered in the ordinary course of business that are not capable of precise cumulative monetary calculation but are necessary to be incurred promptly and/or locally to protect the health, welfare or safety of the residents of the City, employees of the City or structures and equipment owned by the City. Such services include, but are not limited to, repairs to City vehicles such as sanitation trucks or

trucks used in snowplowing or street repairs; repairs to City buildings and processes, such as electrical or plumbing work in or on the City's sewage treatment plant or water treatment plant; or assistance from outside companies for snow or garbage removal. In such cases, the cumulative payment to those companies may total more than \$35,000 per year, but it is impossible to know from year to year whether such costs will exceed \$35,000. In such cases, and in accordance with § 104-b, Subdivision 2g, of the New York General Municipal Law, it is the determination of the Common Council of the City of Middletown that the best interests of the City will not be served by competitive bidding in such cases but that the department head charged with such purchases may obtain such routine services as needed by the City in the ordinary course of business from time to time.

C.

Notwithstanding the foregoing, if the department head charged with such purchase determines that the anticipated service covered by that one purchase likely will exceed the cost of \$35,000 and such service is not the subject of any exception under this procurement policy (such as an emergency purchase or the purchase from a sole source supplier), then the procurement of such service will be subject to competitive bidding as set forth elsewhere in this chapter.

§ 104-5. Verbal quotes.

Whenever this policy allows for verbal quotes, the department head must maintain a written log which lists appropriate information from each supplier or contractor supplying such verbal quotes.

§ 104-6. Exceptions.

Exceptions to the above procurement processes are to be allowed in purchases or public work contracts which involve emergencies, true leases, and sole source purchases. In such events, the responsible department head must document the circumstances allowing the exception to the above procurement processes and should, whenever possible, attempt to make purchases and secure public works contracts at the lowest possible cost and should obtain at least three verbal quotes, to the extent possible under the circumstances.

§ 104-7. Requests for proposals.

Whenever possible, professional services are to be obtained through requests for proposals (RFPs) issued by the Board of Estimate and Apportionment. All responses to RFPs are to be reviewed by the Board of Estimate, which must make a recommendation to the Common Council for final approval.

§ 104-8. Award to other than lowest bidder.

Whenever any contract is awarded to other than the lowest bidder or proposer, the reasons are to be set forth in writing and filed with the appropriate department or board.

§ 104-9. Effect on other procedures.

Nothing in these procurement processes changes any administrative procedures required by the Charter of the City of Middletown, such as the approval of the Board of Estimate and Apportionment for purchases and contracts.

§ 104-10. Contracts awarded based on best-value analysis.

[Added 6-3-2014 by L.L. No. 2-2014]

Notwithstanding anything else contained in this chapter to the contrary, the Common Council, after approval of the Board of Estimate and Apportionment, may award purchase contracts and service contracts that have been procured pursuant to competitive bidding or otherwise under New York General Municipal Law § 103(1) or this chapter by either the lowest responsible bidder standard or the best-value standard.

A.

"Best value" is defined in State Finance Law § 163 to mean "the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the [New York] Executive Law to be used in evaluation of offers for awarding of contracts for services." For purposes of this section, the Common Council adopts the above definition of "best value," as the same may be modified from time to time by the State Legislature.

B.

Pursuant to New York General Municipal Law § 103(1), the best-value standard may be used for purchase contracts, including contracts for service work, but it excludes and may not be used for any purchase contracts necessary for the completion of public works contracts pursuant to New York Labor Law Article 8.

C.

If the monetary thresholds of New York General Municipal Law § 103 are increased or decreased in the future by the State Legislature, the monetary thresholds set forth herein will be deemed simultaneously amended to match the new General Municipal Law thresholds.

D.

Whenever any contract is awarded by the Common Council (after approval of the Board of Estimate and Apportionment) on the basis of best value instead of the lowest responsible bidder, the basis for determining best value will be thoroughly and accurately documented. Such documentation may include, but is not necessarily limited to, the cost of maintenance; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; quality of craftsmanship; or compatibility with existing City buildings or property.

§ 104-11. Standards for federal CDBG-DR procurement actions.

[Added 11-15-2016]

Notwithstanding anything else contained in this chapter to the contrary, eligible Community Development Block Grant – Disaster Recovery (CDBG-DR) expenditures and procurement actions undertaken on or after January 1, 2017, shall comply with the procurement standards as set forth in 2 CFR Parts 200.317 through 200.326, as the same may be amended from time to time. In the event of a conflict between state or local laws and regulations and the procurement requirements of 2 CFR Part 200, the more stringent requirements will apply.

**CITY OF MIDDLETOWN, NEW YORK
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Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Investment Policy for the City of Middletown.

CHAPTER 65 INVESTMENT POLICY

§ 65-1 SCOPE

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

§ 65.2 OBJECTIVES

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

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

§ 65.3 DELEGATION OF AUTHORITY

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

§ 65.4 PRUDENCE

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

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

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

§ 65.5 DIVERSIFICATION

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

§ 65.6 INTERNAL CONTROLS

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

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

§ 65.7 DESIGNATION OF DEPOSITORIES

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

Depository Name	Maximum Amount
JP Morgan Chase	\$18,000,000
TD Bank	\$18,000,000
Sterling National Bank	\$18,000,000
Orange Trust Bank	\$12,500,000
Key Bank	\$ 5,250,000

§ 65.8 COLLATERALIZING OF DEPOSITS

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

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

§ 65.9 SAFEKEEPING AND COLLATERALIZATION

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

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

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

§ 65.10 PERMITTED INVESTMENTS

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

- ☐ Special time deposit accounts authorized to do business in New York State:
- ☐ Certificates of deposit;
- ☐ Obligations of the United States of America;
- ☐ Obligations guaranteed by the agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America:
- ☐ Obligations of the State of New York;
- ☐ Obligations issued pursuant to LFL §24.00 or 25.00 (with the approval of the State Comptroller) by any municipality, school district or district corporation other than the City of Middletown;
- ☐ Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- ☐ Certificates of Participation (COPs) issued pursuant to GML §109-b.
- ☐ Obligations of this local government, but only with any monies in a reserve fund established pursuant to GML §6-c, 6-d, 6-g, 6-h, g-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Middletown within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Middletown within

two years of the date of purchase. The designated depository will confirm all purchases and transactions in writing to the City of Middletown.

§ 65.11 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

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

§ 65.12 PURCHASE OF INVESTMENTS

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

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

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Middletown by the bank or trust company. Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10.

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

§ 65.13 REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

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

§ 65.14 OPERATIONS, AUDIT AND REPORTING

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

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

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

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

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

APPENDIX A Schedule of Eligible Securities

- i. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or United States Government sponsored corporation.
- ii. Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.

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Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Fee Schedule for services for the City of Middletown.

City of Middletown, NY
Wednesday, December 29, 2021

Chapter A490. Fees

[HISTORY: Adopted by the Common Council of the City of Middletown 12-7-2010.^[1] Amendments noted where applicable.]

[1] *Editor's Note: The Fee Schedule adopted by this resolution also superseded the Fee Schedule adopted 10-5-2010, prior to its inclusion in the Code.*

§ A490-1. City of Middletown Fee Schedule.

A. Department of Public Works.

Code Section	Description	Fee
A500-9	Plumbing permit	\$10 per fixture, minimum of \$25
389-14	Sewer permit [Amended 5-19-2015 by L.L. No. 3-2015]	
	Residential or commercial	\$300
	Industrial	\$400
389-45B	Connection by nonresident that doesn't use City water to City sewage facilities outside corporate limits [Added 5-19-2015 by L.L. No. 3-2015]	
	Residential use	\$5 minimum each quarter
	Business and industrial use	\$10 minimum each quarter
193-11	Building permit	\$10 per \$1,000 up to \$500,000 (projects over \$500,000 to pay inspection fee of 2%)
306-2	Junkyard permit	\$300 per year
193-11C	Demolition permit	\$200
193-11	Move a building	\$200
475-47	Certificate of occupancy (Ch. 193, Art. IX)	\$100 (\$25 if construction is under \$10,000)
112-4J	Abstract search	\$100
394-4A(4)	Sign permit	\$50
425-5	Swimming pool permit	\$50
112-4G	Housing inspection	\$100
112-4G	Reinspection	\$100
296-16	Rooming, lodging and multiple dwelling permit	\$100 per building, plus \$10 per unit
296-32A	Rental permit fee	\$100 per rental unit

Code Section	Description	Fee
296-32B	Renewal fee	\$100 per rental unit
	Copy of fire report	\$25
	Public improvement inspection	\$125 per hour, capped at 4% of estimated cost of such improvements
188-4	Remove weeds and vegetation	
	Single-family	\$100 minimum
	Two-family	\$250 minimum
193-52	Business	\$500 minimum
	Sewer/water recreational charge	
	City of Middletown	\$2,300 per dwelling unit (up to 12 fixtures per dwelling unit; for each fixture in excess of 12 fixtures per dwelling unit, an additional fee of \$10 per fixture)
416-22B	Outside the City of Middletown	\$2,300 per unit, and the Common Council shall have the discretion to charge a higher fee. ^[1]
	Street-opening permit	
	Ditch-mobilization charge	\$50 per ditch, \$3 per square foot of opening up to 50 square feet of opening, additional square footage over 50 square feet will be charged at \$2 per square foot.
	Septage/leachate rates [Amended 11-1-2016]	Taking rate to be set at \$0.105 per gallon
		Leachate taking rate to be set at \$0.105 per gallon
		\$0.05 will be charged to large single contracts of 500,000 gallons and more per year \$0.06 per gallon will be charged to others
	Operating permit	\$100, plus \$50 for every 50 occupants over 150 occupants in a public assembly
	Commercial garbage pickup monthly rates	
	2-yard Dumpster	\$95
	95-gallon trash can (or equivalent)	\$32
	Additional 95-gallon trash can (or equivalent)	\$10
359-7E	Emergency standing water sworn statement	\$100 minimum
166-8	Architectural Review Board job estimate	
	\$10,000 or under	\$10
	\$10,001 to \$100,000	\$25

Code Section	Description	Fee
	\$100,001 to \$500,000	\$50
	\$500,001 to \$1,000,000	\$75
	\$1,000,001 or higher	\$100
193-53	Connection charge, nonresidential inside and outside the City	Based on the estimated consumption of water and sewer services as compared with the average water and sewer consumption of individual units. All determined by Treasurer and Commissioner of Public Works

Industrial pretreatment program

Categorical user over 500,000 gallons per year	Application fee \$400; permit fee/annual renewal fee \$1,200
Categorical user over 500,000 gallons per year	Application fee \$400; permit fee/annual renewal fee \$1,000
Categorical user over 25,000 gallons per year	Application fee \$400; permit fee/annual renewal fee \$1,000
Noncategorical user over 25,000 gallons per day	Application fee \$400; permit fee/annual renewal fee \$800
Food service establishments (including fast food): grease traps (each)	Application fee \$300; permit fee/annual renewal fee \$300
Service gas stations: oil water separators (each)	Application fee \$300; permit fee/annual renewal fee \$300

[1] *Editor's Note: The fee for wastewater discharge permits, which immediately followed this entry, was removed pursuant to L.L. No. 3-2015, adopted 5-19-2015.*

B. Planning and Zoning fees.
[Amended 5-1-2018]

Code Section	Description	Fee
	Subdivision	
	Minor, 2 to 3 lots	\$250, plus \$500 escrow, if required
	Major, over 3 lots	\$500, plus \$100 per lot for each lot over 10 lots, and \$1,000 escrow (to be replenished as required)
	Planning Board	
	Industrial, commercial, mixed use	\$350, plus \$100 for every 1,000 square feet, of building floor area over 2,000 square feet, plus \$500 escrow if required (to be replenished as required)
	Single- or two-family residential	\$175
	Multifamily residential	\$550 plus \$100 for every dwelling unit over 10 units, plus \$500 escrow if required (to be replenished as required)
475-53N	Site plan of 500 units or more	\$50 plus \$50 for each multiple units of housing

Code Section	Description	Fee
	Zoning Board of Appeals	
	Area variance	\$150
	Zoning interpretation	\$150
	Use variance	\$400
475-51	Change of zoning	\$250

C. City Clerk.

[Amended 12-21-2010 by L.L. No. 3-2010; 4-16-2013; 8-3-2015; 11-2-2015; 2-4-2020]

Code Section	Description	Fee
A500-21	Plumbing license	\$200 per each application and additional \$200 if failed
A500-22	Duplicate of certificate	\$50
A500-22	Certificate of record	\$2; renewal shall be \$200 before January 1 of each year; renewed after January 1 charge will be \$250
412-5	Stationary engineer's license	\$50; \$5 for certificate and statement showing previous experience
412-6	License or certificate without exam	\$25; \$5 for certificate and statement showing previous experience
412-7	Renewal	\$1
	Electrical License	
235-5A	Class A	\$300
	Renewal	\$200
235-5B	Class B	\$300; \$750 per job for one-time-license
235-5C	Class C	\$300
	Renewal	\$200
235-5D	Special License	\$25
	Renewal	\$25
235-9B	Shelving of license	\$100
	Towing/storage fee	
440-5	Unrestricted license fee	\$150 for the first two vehicles and \$25 per year for each additional vehicle
440-6A	Towing	\$100 (6:00 a.m. to 6:00 p.m.) \$130 (6:01 a.m. to 5:59 p.m.)
	Winching and dolly work, maximum per vehicle/tow	\$100
	City administrative fee	\$30
	Dolly work, maximum per hour, per vehicle/tow	\$75
	Hazardous materials cleanup, maximum per hour, per vehicle/tow	\$85

Code Section	Description	Fee
	Removal of vehicle during recovery during unusual incidents where vehicle is located off roadway and requires more than standard tow work, per hour	\$75
440-6B	Event towing fee, not to exceed	\$125
440-7	Storage	\$60/day (outside) \$75/day (inside)
	Marriage license	\$40
	Copy of marriage license	\$10
	Copy of birth certificate	\$10
	Death certificate	\$10
	Copy of death certificate	\$10
	Genealogy search	\$22
	Collateral loan broker	\$200 with \$10,000 bond
	Going-out-of-business-sale permit	\$500; \$50 renewal for one month only
161-1	Dog license	
	Spayed female or neutered male	\$11 (includes state-mandated surcharge of \$1)
	Unspayed female or unneutered male	\$23 (includes state-mandated surcharge of \$3)
	For puppies under four months	\$10
353-13H	Street vendor	\$100
475-28C(3)	Sidewalk cafe permit	\$50
433-7B	Temporary taxi license fee	\$50
433-9A	Taxi license fee	\$100
433-9A	Renewal	\$100
439-9C	Duplicate or copy of lost license	\$10
433-14B	Taxi transfer license fee	\$500, no transfer in the month of March
433-14C	Transfer and reinspection fee	\$250, after passing inspection
433-14E	Medical transport taxicab license	\$300
433-15	License fee for vehicles	\$500
433-24A	Return of medallion, license and permit	\$200 deposit
433-24B	Reissuance of medallion replacement fee	\$100
182-16	Bingo and games of chance license fee	\$25
182-13	Additional fee	5% of net proceeds
	Entertainment Fees	
240-1A	Circus or exhibition	\$50 for first performance (\$25 for each additional performance)

Code Section	Description	Fee
240-1B	Temporary, exhibition	\$25 per day or \$50 per week
240-1C	Theatrical representation, concert, lecture	\$5 per performance
240-1D	Theaters and halls	
	500 persons or more	\$200
	Per month	\$25
	Per week	\$10
	Less than 500 not more than 150	\$100
	Less than 150 and more than 50	\$20
275-4	Astrology and phrenology fee	\$50
353-5	Solicitor's license	
	Annual fee	\$250
	Semiannual fee	\$150
	Replacement fee	\$75
	Badge fee	\$20
475-6	Zoning Map	\$15
384-4	Yard sale	\$10 (limit 2 per year)

D. Miscellaneous Fees.
[Amended 11-2-2015]

Code Section	Description	Fee
112-4L	Tax search	\$75
112-4M	Recording fee	\$150
152-4	Fire alarm hookup fee	\$150
152-13	Police alarm business license fee	\$75
152-23	Alarm hookup fee	
	Residential	\$75
	Commercial	\$125
	Annual maintenance fee	
	Residential	\$50
	Commercial	\$100
171-2	Auction license fee	\$100 per auction
367-4	Public transportation application fee	\$50
367-7	Additional vehicle fee	\$50
209-4	Cable TV permit	\$50

E. Economic Development Fees (§ 230-7).

Code Section	Description	Fee
230-7A	CDBG small business loan application fee	
	Loans under \$12,500	\$25
	Loans from \$12,500 to \$25,000	\$50

Code Section	Description	Fee
230-7B	SBA (Small Business Administration)	
	Loans under \$100,000	\$75
	Loans between \$100,000 and \$250,000	\$100
	Loans in excess of \$250,000	\$150
230-7C	JDA (New York Job Development Authority)	
	Loans under \$100,000	\$75
	Loans from \$100,000 to \$250,000	\$100
	Loans over \$250,000	\$150
230-7D	UDAG (Urban Development Action Grant)	
	Under \$250,000	\$150
	Between \$250,000 and \$500,000	\$250
	Over \$500,000	\$350
230-7E	Bond issues	
	Under \$500,000	\$250
	Over \$500,000	\$350
230-7F	CDBG rental rehabilitation applications	\$10
230-7H	Other resource programs	
	Under \$100,000	\$75
	From \$100,000 to \$250,000	\$100
	From \$250,000 to \$500,000	\$150
	From \$500,000 and up	\$350

F. Parks and Recreation fees.

[Amended 2-28-2011; 10-16-2012; 2-5-2013; 8-20-2013; 12-2-2014; 4-7-2015; 12-1-2015; 2-2-2016; 11-6-2017; 4-20-2021; 9-21-2021]

Programs/Facility Usage	Resident Fee	Nonresident Fee	Standard Fees
Programs			
Preschool 3-year-olds: 5 days a week from 8:30 a.m. to 11:00 a.m. or 12:00 noon to 2:30 p.m.*	\$220/month	\$240/month	
Preschool 4-year-olds: 5 days a week from 8:30 a.m. to 11:00 a.m. or 12:00 noon to 2:30 p.m.*	\$220/month	\$240/month	
Tennis clinics/adults	\$60	\$80	
Tennis clinics/children	\$40	\$60	
Sports camp/5-day session*	\$110	\$130	
Sports camp/4-day session*	\$80	\$100	
Sports camp latch key/5-day session			\$40

Programs/Facility Usage		Resident Fee	Nonresident Fee	Standard Fees
	Sports camp latch key/4-day session			\$32
	Cheerleading camp*	\$110	\$130	
	Little People Playtime/4-day session*	\$65	\$85	
	Little People Playtime/5-day session*	\$75	\$95	
	Counselor in Training Program/4-day session*	\$65	\$85	
	Counselor in Training Program/5-day session*	\$75	\$95	
	Spring break program*	\$110	\$130	
	Winter break program*	\$110	\$130	
	Adventure program	\$110	\$130	
	After school sports academy			
	There will be 3 sessions based on school district sport season			
	There will be no program on 1/2 days of school, snow days or holidays			
	Cost breakdown will be \$6 per day			
	Youth basketball/clinic*	\$40	\$60	
	All dance classes	\$40	\$60	
	Cheerleading clinic	\$40	\$60	
	Lacrosse clinic	\$40	\$60	
	Volleyball clinic	\$40	\$60	
	Security deposits for pavilions and park property. Deposit will be returned if:			\$100
	All garbage is in or bagged around garbage receptacles			
	No damage to property			
	All signage, tablecloths and decorations removed from park property			
	Ben and Paula Amchir Park			
	Amchir pavilion rentals	\$45	\$67.50	
	Fancher-Davidge Park Pavillion rentals			
	Small shelter	\$45	\$67.50	
	Lion's shelter	\$70	\$105	
	Shelter No. 1	\$120	\$180	
	Shelter No. 2	\$120	\$180	

Programs/Facility Usage	Resident Fee	Nonresident Fee	Standard Fees
Shelter No. 1 and No. 2	\$170	\$255	
Maple Hill Park Pavilion Rentals			
Maple Hill Pavilion No. 1	\$70	\$105	
Maple Hill Pavilion No. 2	\$70	\$105	
Kiwanis Pavilion	\$70	\$105	
Swimming pools, children			\$1/day
			\$23/month
Swimming pools, adult			\$3/day
			\$60/month
Swimming lessons*	\$40	\$60	
Program refunds			\$15 administrative fee
Travel team field usage, per day per field	\$50	\$100	
Tournament field usage, per day per field	\$150	\$300	
Adult league field usage, per month per field	\$150	\$300	
City park property usage, per day	\$150	\$300	
Gym and conference room fee, per hour	\$25	\$50	
PA system set-up			\$25
*Late fees:			
Late registration fee, per session:	\$20		
Late pickup fee (10+ minutes late), per incident (two-incident maximum):	\$25		

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the following amendment to Resolution 96-21 which authorized amendment #2 with B&L for the Middletown Community Campus Redevelopment Water System Infrastructure Improvements Additional Construction Administration & Observation Services.

The Resolution approved the Mayor to sign the amendment and now a transfer in the amount not to exceed \$85,000 is needed to fund the project.

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
F.8341.900 Water General Expense	\$85,000	H.0947.900 Water System Improvements

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

Date: December 21, 2021
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Kelly Ann Kelly -Treasurer
Rick McCormack, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

DEC 21 2021
City Clerk
City of Middletown

Requested Transfers

Resolution 96-21 authorized amendment #2 with B&L for the Middletown Community Campus Redevelopment Water System Infrastructure Improvements Additional Construction Administration & Observation Services. The Resolution approved the Mayor to sign the amendment and now a transfer in the amount not to exceed \$85,000 is needed to fund the project.

FROM	AMOUNT	TO
1. F.8341.900 General Expense	\$85,000.00	H.0947.900 Water System Improvements

Thank you.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

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Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve and authorize the Mayor to sign the attached proposal from Clark Patterson Lee for a Building Condition Survey for 11 King Street Basic Services in the amount of \$13,000 with several optional services totaling \$12,700 for a potential total project cost of \$25,700, not all the options presented may be selected and funded.

Funding for this to come from A.8160.400 which has sufficient funds to cover all options should they be needed.



December 23, 2021

RECEIVED

DEC 27 2021

City Clerk
City of Middletown

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

**RE: 11 KING ST. – BUILDING CONDITION SURVEY
PROPOSAL FOR PROFESSIONAL SERVICES**

Dear Jacob:

Scope of Services

Our services would include the following tasks:

TASK 1: Conduct a Building Condition Survey (BCS): The area of the building is approximately 4,700 GSF per floor x 4 stories = 18,800 GSF + Basement at 4,700 GSF = +/- 23,500 GSF total. CPL will conduct a walkthrough of the building to visually survey the existing Civil, Structural, Architectural, Mechanical, Electrical and Plumbing components, infrastructure, and systems of the building to assess condition and code compliance. In addition, compliance to the Americans with Disabilities Act (ADA) will be reviewed as part of our survey. Documentation of the survey will be provided through photos, building component descriptions, corrective actions, estimated costs for repair/replacement within a spreadsheet format for the City's review and subsequent use as a master plan to track past, ongoing, and future projects for capital improvement and repair.

TASK 2: Conduct *preliminary* Hazardous Materials (HAZ MAT) Testing by a certified technician and lab. Perform a limited Pre-Demolition Survey including areas of visual water damage by thermal imaging (excluding the roof). Limited testing of materials for asbestos, lead paint and mold throughout the building, summary report to be provided.

TASK 3: Complete a Matterport Scan of the entire building to provide 3D imagery and virtual tour of all accessible building spaces. This is a great visual tool and aids in building assessments and visually documents existing conditions. The Matterport digital file can also be imported into Auto CADD and / or Revit for future development of dimensional floor plans and BIM models. We can offer the generation of digital floor plans as an additional

**ARCHITECTURE
ENGINEERING
PLANNING**



Mr. Jacob Tawil, PE
December 23, 2021
Page 2 of 2

service and fee if the City desires. Refer to the attachment for further Matterport info including a QR code to help visualize product results and capabilities.

TASK 4: Perform an INFRARED ROOF SCAN: This is a non-destructive method employed to determine if there is water damage to the roof underlayment system. A report with thermogram imagery will be provided.

Compensation

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

Task 1: BASIC SERVICES - BCS	\$ 13,000	Lump Sum
Task 2: OPTIONAL - Haz Materials Testing	\$ 7,500	Lump Sum
Task 3: OPTIONAL - Matterport Building Scan	\$ 2,000	Lump Sum
<u>Task 4: OPTIONAL - Infrared Roof Scan</u>	<u>\$ 3,200</u>	<u>Lump Sum</u>
ESTIMATED GRAND TOTAL	\$ 25,700	Lump Sum

We will submit invoices monthly, as the work progresses.

This proposal is based on Task 1 (Basic Services) being approved. If you wish to proceed with any optional task, please initial each respective task requested in addition to the basic services. Please provide an authorized signature in the designated space below and return one copy.

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

Very truly yours,

CPL

Timothy J. Moot, PG
Principal
Atch

Proposal Accepted By:

Signature: _____
City of Middletown

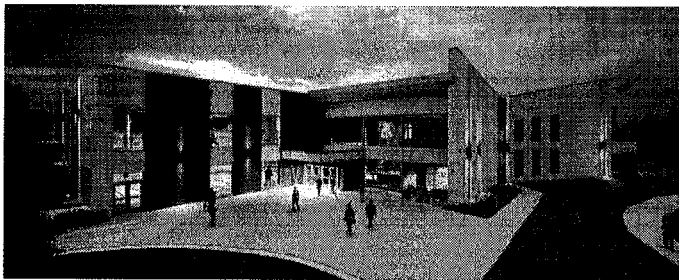
Date: _____

EMERGING TECHNOLOGIES AND SERVICES

PROCESS IMPROVEMENTS

Project document accuracy is critical in fast-paced, tight-budget projects and that accuracy has to start with a detailed and accurate understanding of the project conditions. The CPL team has a deep expertise in existing building renovations and employs the most advance technologies like Laser Point Scanning, 3-D Camera/ Matterport Scanning and Building Information Modeling to build our project document set. By using

these tools, we are able to quickly and accurately document existing conditions and more precisely coordinate the document set; saving time and money. These state-of-the-art applications provide CPL's staff the tools they need to efficiently develop their designs while offering flexibility in how the digital information is used and ultimately delivered to our clients.



3D SPATIAL DATA:

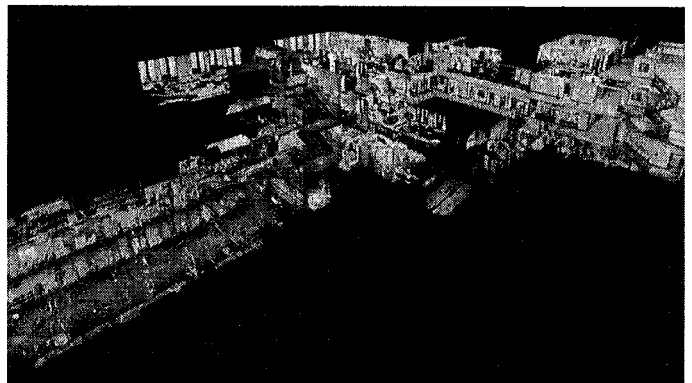
Capture: As-built building scans enable up to date and accurate data for facilities managers.

Access: Our facility assessments and surveys empower you to make decisions more confidently.

Integrate: Informational overlays with real-time data streams give emergency services and facilities engineers the up-to-date data they need to make timely decisions.

BUILDING INFORMATION MODELING:

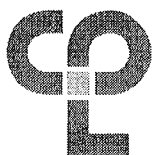
CPL's Building Information Modeling platform of choice is Autodesk REVIT. These state-of-the-art applications provide CPL's staff the tools they need to efficiently develop their designs while offering flexibility in how the digital information is used and ultimately delivered to our clients.



*Scan for an example of
CPL's 3D Spatial Data
capabilities of the Paramount
Theater in Peekskill, NY*



*To learn more about CPL's
Spatial Data Services,
please scan the QR Code.*



CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the Treasurer to make the following transfers with the 2021 Economic & Community Development Budget totaling \$16,898.02 These adjustments are needed due to change in personal/retirement and buyouts.

From	Amount	To
A.6200.400 Contractual	\$7,358.02	A.6200.100 Personal Services
CD.8686.860 State Health Insurance	\$3,711.94	CD.8686.100 Personal Services
CD.8686.860 State Health Insurance	\$5,828.06	CD.8686.456 CD Program Related Expenses

Office of Economic & Community Development

December 23, 2021

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RECEIVED
DEC 27 2021
City Clerk
City of Middletown

RE: Economic & Community Development

Dear Members:

I am requesting the following transfers within the 2021 Economic & Community Development Budget. These adjustments are needed due to change in personal/retirement and buyouts.

From	Amount	To
A.6200.400 Contractual	\$7,358.02	A.6200.100 Personal Services
CD.8686.860 State Health Insurance	\$3,711.94	CD.8686.100 Personal Services
CD.8686.860 State Health Insurance	\$5,828.06	CD.8686.456 CD Program Related Expenses

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development
City of Middletown

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

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

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the Treasurer to make the following transfer from within the 2021 Paramount Budget.

From	Amount	To
A.7010.490 Printing	\$25.00	A.7010.480 Office Supplies

OECD

**Paramount Theatre
17 South Street
Middletown, New York 10940**

December 23, 2021

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RECEIVED

**DEC 27 2021
City Clerk
City of Middletown**

RE: Paramount Theatre

Dear Members:

I am requesting the following transfers within the 2021 Paramount Budget.

From	Amount	To
A.7010.490 Printing	\$25.00	A.7010.480 Office Supplies

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development
City of Middletown

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

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By Ald. _____

Sec'd by Ald. _____

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Ald. Johnson				
Ald. Ramkissoon				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to purchase 2000 Covid tests from Orange County in the amount of \$20,000, four Police Vehicles in the amount of \$220,000 and authorizes the Mayor to sign an agreement with Lexipol System in the amount of \$50,000.

LET IT FURTHER BE RESOLVED that Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of \$290,000 from within the 2021 budget in the following manner to fund the above

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
A.4785	\$20,000	A.1210.907
ARPA		Mayor. Covid Related Exp.
	\$220,000	A.3120.201 Police. Vehicles
	\$50,000	A.3120.400 Police. Contractual

Funding for this will be made out of the ARPA money.



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Middletown Police Department
Agency's Address: 25 E Ave
Middletown, New York 10940

Attention: Chief John Ewanciw

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Prepared By: Jessica Levenberg

Program Start Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Middletown Police Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 19,023.00	15%	USD 2,853.45	USD 16,169.55
	Subscription Line Items Total			USD 2,853.45	USD 16,169.55
				USD 2,853.45	USD 16,169.55
Annual Subscription Discount:					USD 2,853.45
Annual Subscription TOTAL:					USD 16,169.55

One Time Implementation Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 28,680.00	15%	USD 4,302.00	USD 24,378.00
	One-Time Line Items Total			USD 4,302.00	USD 24,378.00
				USD 4,302.00	USD 24,378.00
One Time Implementation Fee Discount:					USD 4,302.00
One Time Implementation Fee TOTAL:					USD 24,378.00

*Law Enforcement pricing is based on 61 Law Enforcement Sworn Officers.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Notes

Year 1 Total \$40,547.55

Discount Notes

Annual 15% P1A Member Discount.

Exhibit B
Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**

3.1 Policy Subscriptions and Materials. This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Subscription Materials, as defined below.

- i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
- ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a

Exhibit B

publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

- iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

3.2 Learning Management System. This Section applies when Agency has subscribed to Lexipol's Learning Management System ("LMS"). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of "Derivative Work" in Lexipol's General Terms and Conditions, is Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency's purchase of LMS Subscription Services is subject to Lexipol's General Terms and Conditions, this Exhibit B (including this Section 3.2) and the terms and conditions found at: <https://www.lexipol.com/lms-master-service-agreement/>.

3.3 Wellness Applications. This Section applies when Agency has subscribed to Lexipol's Wellness Applications, provided by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the "Wellness Services"). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency's right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency's purchase of Wellness Services is subject to Lexipol's General Terms and Conditions, this Exhibit B (including this Section 3.3) and the Terms of Use and Privacy Policy set forth within each Wellness Application.

3.4 Generally; Injunctive Relief. Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

4. Warranty Disclaimer. ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the

Exhibit B

Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Middletown Police Department
Agency's Address: 25 E Ave
Middletown, New York 10940

Attention: Chief John Ewanciw

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Prepared By: Margaret Henderson

Program Start Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Middletown Police Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

PoliceOne Academy
Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
80	PoliceOne Academy Annual Rate Per User (Start: 1/1/2022 End: 12/31/2022)	USD 64.00	15%	USD 768.00	USD 4,352.00
	Subscription Line Items Total			USD 768.00	USD 4,352.00
80	PoliceOne Academy Account Services & Setup (Start: 1/1/2022 End: 12/31/2022)	USD 600.00	100%	USD 600.00	USD 0.00
	One-Time Line Items Total			USD 600.00	USD 0.00
				USD 1,368.00	USD 4,352.00
PoliceOne Academy Subscription Discount:					USD 1,368.00
PoliceOne Academy Subscription TOTAL:					USD 4,352.00

Optional Add-On: Inventory
Manager

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
80	Inventory Management (Add On) - PoliceOne Academy (Start: 1/1/2022 End: 12/31/2022)	USD 22.75	15%	USD 272.80	USD 1,547.20
	Subscription Line Items Total			USD 272.80	USD 1,547.20
				USD 272.80	USD 1,547.20
Optional Add-On: Inventory Manager Discount:					USD 272.80
Optional Add-On: Inventory Manager TOTAL:					USD 1,547.20

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Notes

Remainder of 2021 at no cost

Discount Notes

Discounted Lexipol Policy

One time set up fee waived

Exhibit B

Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Product-Specific Terms; Ownership; Right to Use.** This Section pertains to specific products and services offered by Lexipol and its affiliates. If Agency has selected a particular product or service referenced below, the applicable Section(s) and associated supplemental terms will apply. If Agency has not selected a particular product or service referenced below, the subsection referencing such product or service shall not apply.
 - 3.1 **Policy Subscriptions and Materials.** This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Policy Subscription Materials, as defined below.
 - i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
 - ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other

Exhibit B

governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

- iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

3.2 Learning Management System. This Section applies when Agency subscribes to Lexipol's Learning Management System ("LMS"). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of "Derivative Work" in Lexipol's General Terms and Conditions, is Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency's purchase of LMS Subscription Services is also subject to the LMS Master Service Agreement located at: <https://www.lexipol.com/lms-master-service-agreement>.

3.3 Grant Services. This Section applies when Agency subscribes to Lexipol's Grant Writing, Consulting, and/or GrantFinder services, offered by Praetorian Digital. If Agency selects Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Praetorian Digital in a timely manner. All Agency materials must be received 5 days prior to the grant application close date, and Agency is responsible for all submissions of final grant applications by grant deadlines. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol/Praetorian Digital reserves the right to suspend all Grant services until payment is received in full and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due shall be charged a twenty-five dollar (\$25) late fee. Agency's purchase of the Grant services is also subject to the GrantFinder Master Subscription Agreement located at <http://www.lexipol.com/GTGF-Master-ServiceAgreement>.

3.4 Cordico Wellness Applications. This Section applies when Agency subscribes to Lexipol's Wellness Applications, offered by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the "Wellness Services"). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency's right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency's purchase of Wellness Services is also subject to Cordico's Terms and Conditions located at <https://www.cordico.com/terms-and-conditions/> and the Terms and Conditions set forth within each Wellness Application.

Exhibit B

- 3.5 Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.
4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
5. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.
6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Tracy Racine to the Board of Assessment Review for a five (5) year term, expiring on September 30, 2026.

12/28/21

To: Rick McCormack

From: Mayor DeStefano

Re: Appointments

RECEIVED
DEC 28 2021
City Clerk
City of Middletown

Rick,

Please prepare the necessary resolutions to appoint / reappoint the following to their respective positions:

- Tracy Racine- Board of Assessment Review- 5 year term expires on 9/30/26
- Anthony Capozella- Planning Board Chairman- Term expires 12/31/28
- Robert Deitrich- Chairman, Board of Ethics- Term expires 12/31/23
- David Green- Board of Ethics- Term expires 12/31/24
- Industrial Development Agency- Reappointments- 1-year terms
- Joseph M. DeStefano
- Andrew Britto
- Anthony Cantoli
- David Madden
- Wayne Hawkins
- J. Miguel Rodrigues- Police Commission- Term expires 12/31/25
- Bobby Lerz- Architectural Review Board- Term expires 12/31/24
- Deputy Commissioner of Public Works- 3 year term expires 12/31/24
- Brian Smith
- Rosario Mastria
- Maria Bruni- Director of Economic & Community Development- Term expires 12/31/22
- Kelly Ann Kelly- City Treasurer- Term expires 12/31/24

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Anthony Capozella as Planning Board Chairman for a seven year term, expiring on December 31, 2028.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Robert Deitrich as Chairman of the Board of Ethics for a two year term expiring on December 31, 2023.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of David Green to the Board of Ethics for a three year term, expiring on December 31, 2024.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of the following individuals to the Industrial Development Agency for a 1 year term expiring on December 31, 2022:

Joseph M. DeStefano
Andrew Britto
Anthony Cantoli
David Madden
Wayne Hawkins

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment J. Miguel Rodrigues to the Police Commission for a 4 year term expiring on December 21, 2025.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Bobby Lerz to the Architectural Review Board for a three year term expiring on December 31, 2024.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Brian Smith as a Deputy Commissioner of Public Works for a 3 year term expiring on December 31, 2024.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Rosario Mastria as a Deputy Commissioner of Public Works for a 3 year term expiring on December 31, 2024.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Maria Bruni as the Director of Economic & Community Development for a 1 year term, expiring on December 31, 2022.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Kelly Ann Kelly as City Treasurer for a 3 year term expiring on December 31, 2024.

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 01.03.22

Index No: _____

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

**I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE
TREASURER BE AUTHORIZED TO ISSUE WARRENTS FOR THEIR PAYMENTS**