

**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MARCH 16, 2021**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES (NOTHING THIS EVENING)
4. CORRESPONDENCE, COMMUNICATIONS AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
 - Public Hearing to add bakeries to Light Industrial District.
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)
 - Resolution to authorize the Treasurer to transfer \$1,000.00 within the Police Department 2021 budge.
 - Resolution to authorizes the Treasurer to transfer \$45,971.00 00 within the Police Department 2021 budget to cover the cost of the negative balance in the account from Officers out of work on 207C.
 - Resolution to approve the 2021 Spring Clean Up Week.
 - Resolution to authorize the Treasurer to transfer \$584.68 with in the 2020 DPW Budget.
 - Resolution to hereby authorize the Mayor to submit an application to the County of Orange for "Solutions" funding, and, following approval, to sign any and all necessary contracts on behalf of the City of Middletown.
 - Resolution to concur with the Mayor's re-appointment of Daniel Higbie to the Recreation Commission term expiring in 2026.
 - Resolution to concur with the Mayor's re-appointment of Rollin Lybolt's to the Recreation Commission term expiring in 2025.



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
MARCH 16, 2021**

- Resolution to add bakeries as a use permitted in the Light Industrial Zoning District, subject to Planning Board approval.
- Resolution to authorize the Mayor to sign an agreement with the County to operate the STOP-DWI for the period of March 2, 2021 through Jan 1, 2022. The terms and conditions are the same as the prior agreement.

13. LOCAL LAWS (NOTHING THIS EVENING)
14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)
15. 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 03-16-21

Index No: _____

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

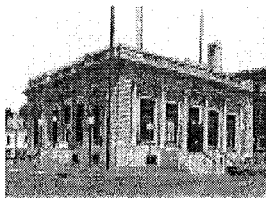
RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$1,000.00 within the Police Department 2021 budget in the following manner:

From
A.3120.208
Equip-Drug Enforcement

Amount
\$1,000.00

To
A.3120.200
Equipment

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 1, 2021

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the City of Middletown Common Council approve the following transfers within our 2021 budget lines:

From	Amount	To
A.3120.208 Equip-Drug Enforcement	\$1,000	A.3120.200 Equipment

This will cover the cost of a new scanner for our narcotics division.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

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

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By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03-16-21

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NAMES AYES NOES ABSTAIN ABSENT

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

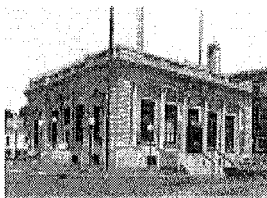
RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$45,971.00 00 within the Police Department 2021 budget to cover the cost of the negative balance in the account from Officers out of work on 207C through July 2021 in the following manner:

From
A.3120.100
Personal Services

Amount
\$45,971.00

To
A.3120.108
207C Police

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 1, 2021

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the City of Middletown Common Council approve the following transfers within our 2021 budget lines:

From	Amount	To
A.3120.100 Personal Services	\$45,971	A.3120.108 207C Police

This will cover the cost of the negative balance in the account from Officers out of work on 207C through July 2021.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
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Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown approves the following 2021 Spring Clean Up Week:

2021 CITY OF MIDDLETOWN SPRING ANNUAL CLEAN UP WEEK

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

We will pick up no more than 12 items.

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

ONLY 12 ITEMS will be picked up.

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

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

NO ADDITIONAL NOTIFICATION WILL BE GIVEN PRIOR TO PICKUP.

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

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

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

VIOLATORS OF THESE DIRECTIVES MAY BE PROSECUTED IN CITY COURT.

CLEAN UP SCHEDULE

Third Ward – April 12, 2021

(Set out Sunday evening, April 11, 2021)

Second Ward – April 19, 2021

(Set out Sunday evening, April 18, 2021)

First Ward – April 26, 2021

(Set out Sunday evening, April 25, 2021)

Fourth Ward – May 3, 2021

(Set out Sunday evening, May 2, 2021)

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

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Fourth Ward – May 3, 2021

(Set out Sunday evening, May 2, 2021)

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

Joseph M. DeStefano
Mayor

J. Miguel Rodrigues
Alderman-at-Large

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

Mark Pengel
Deputy Commissioner

www.Middletown-ny.com/dpw.html

**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. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS; DPW is requesting a transfer of funds, between 2020 lines, to cover the cost of repairs to Sanitation Truck 16. As of December 31, 2020, the Sanitation funds for vehicle repairs is \$234.12. The requested transfer is needed to pay a repair invoice to Regional Truck Services, Inc. in the amount of \$818.80

SO LET IT BE RESOLVED: that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$584.68 with in the 2020 DPW Budget in the following manner:

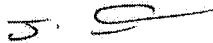
From
A.5142.440
Snow & Ice

Amount
\$584.68

To
A.8160.440
Repairs to Vehicles

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: March 5, 2021
To: Honorable Mayor DeStefano., Honorable Members of the Board of Estimate and Apportionment, Members of the Common Council, Don Paris, Treasurer
From: Jacob Tawil, Commissioner of Public Works 
Re : Transfer of Funds for 2020 Repairs

I respectfully request a transfer of funds, between 2020 lines, to cover the cost of repairs to Sanitation Truck 16. As of December 31, 2020 the Sanitation funds for vehicle repairs is \$234.12. The requested transfer is needed to pay a repair invoice to Regional Truck Services, Inc. in the amount of \$818.80

A transfer is needed as follows:

FROM	AMOUNT	TO
A.5142.440	\$584.68	A.8160.440
Snow & Ice Repairs to Vehicles		Sanitation Repairs to Vehicles

Thank you.

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
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By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03-16-21

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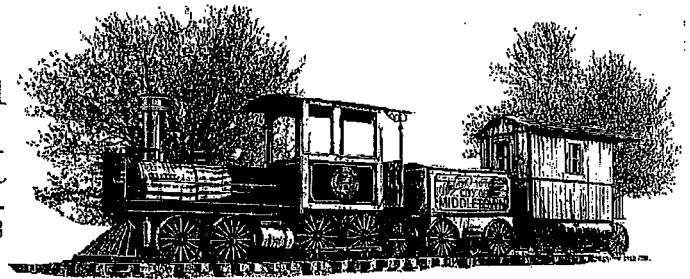
NAMES AYES NOES ABSTAIN ABSENT

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

RESOLVED, that the Common Council of the City of Middletown, NY, does hereby authorize the Mayor to submit an application to the County of Orange for "Solutions" funding, and, following approval, to sign any and all necessary contracts on behalf of the City of Middletown.

Middletown Recreation and Parks Department

393 CR-78, Middletown, New York 10940 Tel: (845)846-4180 Fax: (845)344-2918



Monday, March 8, 2021

Dear President Rodrigues & Council Members:

On Friday, March 5, 2021 Orange County announced a "Request for Proposals" for 2021 "Solutions" funding. The goal of the funding is to reduce juvenile crime, teen pregnancy and substance use in our youth by developing positive youth programs that will operate during off school hours. The Middletown Recreation Department will be applying for the 2021 funding to expand on our Summer Playground Program, Teen Programming, and Boxing Program. The Police Department will be applying for funding for the school based program called Too Good for Drugs, Too Good for Violence.

In order to apply for available funding under the Orange County "Solutions" grant, the following Council Resolution is needed:

RESOLVED, that the Common Council of the City of Middletown, NY, does hereby authorize the Mayor to submit an application to the County of Orange for "Solutions" funding, and, following approval, to sign any and all necessary contracts on behalf of the City of Middletown.

Sincerely,

A handwritten signature in cursive script that reads "Christine Brinckerhoff".

Christine Brinckerhoff, Superintendent
Middletown Recreation Department

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

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 03-16-21

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Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concur with the Mayor's re-appointment of Daniel Higbie to the Recreation Commission term expiring in 2026.

John Naumchik

From: Christine Brinckerhoff
Sent: Monday, March 1, 2021 10:18 AM
To: Joseph DeStefano (mayordestefano@yahoo.com)
Cc: John Naumchik
Subject: Recreation Commission

Joe,

Daniel Higbie's term is up for the Recreation Commission this March. He is interested in staying with the commission. He is an asset to our department and I would recommend another term expiring in 2026. Last March Rollin Lybolt's term expired. He too is interested in staying on the commission. I would recommend him serving another term expiring in 2025. Please let me know if you have any questions or need anything from me regarding their possible reappointment. Thank you for your consideration in allowing them to serve another term on the Recreation Commission.

Christine Brinckerhoff, Superintendent
Middletown Recreation & Parks Department
(845)346-4180

**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. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concur with the Mayor's re-appointment of Rollin Lybolt's to the Recreation Commission term expiring in 2025.

John Naumchik

From: Joseph DeStefano <mayordestefano@yahoo.com>
Sent: Tuesday, March 2, 2021 3:57 PM
To: John Naumchik
Subject: Fw: Recreation Commission

John,
Please renew the terms for Dan Higbie and Rolln Lybolt.
Joe DeStefano
Mayor

----- Forwarded Message -----

From: Christine Brinckerhoff <cbrinckerhoff@middletown-ny.com>
To: Joseph DeStefano (mayordestefano@yahoo.com) <mayordestefano@yahoo.com>
Cc: John Naumchik <jnaumchik@middletown-ny.com>
Sent: Monday, March 1, 2021, 10:18:02 AM EST
Subject: Recreation Commission

Joe,

Daniel Higbie's term is up for the Recreation Commission this March. He is interested in staying with the commission. He is an asset to our department and I would recommend another term expiring in 2026.

Last March Rollin Lybolt's term expired. He too is interested in staying on the commission. I would recommend him serving another term expiring in 2025. Please let me know if you have any questions or need anything from me regarding their possible reappointment. Thank you for your consideration in allowing them to serve another term on the Recreation Commission.

Christine Brinckerhoff, Superintendent

Middletown Recreation & Parks Department

(845)346-4180

**CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
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Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, the Mayor and Economic Development Director have requested that bakeries be added as a use permitted in the Light Industrial Zoning District, subject to Planning Board approval.

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

Section 1 - The Code of the City of Middletown, N.Y., Chapter 475, Zoning, be and is hereby amended by adding a Paragraph (29) to Subsection B of Section 475.23 (Light Industrial District) to read as follows:

(29) Bakery whose primary business is retail on the premises but which may also sell and deliver its products wholesale to stores, hotels, restaurants or similar businesses.

Section 2 - This ordinance shall take effect immediately.

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

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Sec'd by Ald. _____

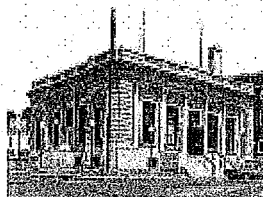
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Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED: that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Mayor to sign the attached agreement with the County to operate the STOP-DWI for the period of March 2, 2021 through Jan 1, 2022. The terms and conditions are the same as the prior agreement.

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

March 5, 2021

Mayor Joseph DeStefano
Members of the Common Council
And Board of Estimate
City of Middletown
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano and Members,

Attached please find the contract with the County for our STOP-DWI enforcement period of March 1, 2021 through January 1, 2022. The total amount of the 1st period award is for 70 hours of service or a dollar amount not to exceed \$4215. We will be notified at a later date of subsequent payments to cover the 2nd and 3rd periods of the year. These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

Please be kind enough to prepare a resolution authorizing the Mayor to sign the agreement.

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

Please add this funding to our STOP DWI Budget line A.3141.103.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure
JE: ccd

8

ORANGE COUNTY, NEW YORK



Steven M. Neuhaus
County Executive

Coordinator
Brendan R. Casey
Commissioner
OC Emergency Services

Administrator
John Jones

STOP-DWI / Traffic Safety Programs

22 Wells Farm Road
Goshen, New York 10924
845-615-0566



TO: CITY OF MIDDLETOWN

FROM: Brendan R. Casey, Orange County STOP-DWI Coordinator

DATE: March 1, 2021

Enclosed is your Department's contract for the 2021 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 1, 2021 and ending on January 1, 2022**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 12, 2021 and ending on June 1, 2021 in the amount of **\$4215/70**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract to the above address at your earliest convenience to insure that your Department can participate in the enforcement period. **A BOARD CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED VIA FAX (845) 291-2121, EMAIL (csaccone@orangecountygov.com) OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's STOP-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 1st day of March, 2021, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **CITY OF MIDDLETOWN**, a City of the State of New York, with its principal offices at 2 James Street, Middletown, NY 10940, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 1, 2021 and end January 11, 2022.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-1, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

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

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

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

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

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

THE AUDIT OF THE COMMON COUNCIL

By Alderman Masi

Sec'd by Alderman

Date of Adoption: 03-16-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
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Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
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**