



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
AUGUST 18, 2026 - 7:30 PM**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - 3.1. Nothing this evening.
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
 - 4.1. Request for Traffic Calming Measures- Intersection of Maple Avenue & California Avenue
 - 4.2. Don Julio Restaurant 3 LLC – 30-Day Liquor License Notice – 130-156 Dolson Avenue, Store 9
5. FOR THE GOOD OF THE CITY
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 195- Resolution Authorizing a Public Hearing on a Proposed 4-Lot Subdivision at
26 Orange Terrace
 - 196- Resolution Accepting \$3,750 In Donations to Support the National Night Out
26 Against Crime

197- Resolution Authorizing an Agreement with HONOR
26

198- Resolution Authorizing an Agreement with Orange-Ulster BOCES for ESL Intake
26 Classes

199- Resolution to Accepting a \$330 Donation from Old Skewl Sports
26

200- Resolution Authorizing a \$428 Budget Transfer to for Registration Fees for
26 Alderman Gomez to Attend NYCOM Fall Training

201- Resolution Authorizing Senior Transportation Services Agreement With Orange
26 County

202- Resolution Authorizing A Starting Salary Of \$72,116 For an Accountant In The
26 Finance Department

203- Resolution Authorizing a \$59,329 General Fund Budget Transfer for the Fitness
26 Court Studio Project.

204- Resolution Authorizing a \$2,000 Budget Transfer for the 2026 Tax Lien Sale
26

205- Resolution Amending Credit Card Policy To Increase Monthly Limit To \$4,000 For
26 Director Of Economic And Community Development

206- Resolution Confirming the Mayor's Appointment of Gerald Kleiner as City
26 Historian

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

14.1. Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the
Treasurer be Authorized to Issue Warrants for their Payment

15. ADJOURNMENT

FORMAL RESIDENT PETITION

Request for Traffic-Calming Measures

Three-Way Intersection of California Avenue & Maple Avenue — Middletown, New York

Date: July 25, 2026

RECEIVED
AUG 11 2026
CITY CLERK
CITY OF MIDDLETOWN

FROM	:	Deborah Abbate, Resident — Middletown, NY
TO	:	City of Middletown Traffic Engineering Department & Common Council
RE	:	Traffic-Calming Measures — Intersection of California Avenue & Maple Avenue, Middletown, NY
DATE	:	July 25, 2026

Dear Members of the City of Middletown Common Council and Traffic Engineering Department,

SECTION 1 — INTRODUCTION

My name is Deborah Abbate, and I am a resident of Middletown, New York. I am writing to formally petition the City of Middletown Traffic Engineering Department and Common Council to take immediate and decisive action regarding serious and ongoing traffic safety issues at the intersection of California Avenue and Maple Avenue near my neighborhood.

This petition is submitted in the interest of public safety for all who live, walk, and travel in and around this area — most urgently, the children, families, pedestrians, and local wildlife who rely on safe passage through this corridor on a daily basis. I respectfully urge the Council and Department to treat this matter with the seriousness and urgency it demands.

SECTION 2 — DESCRIPTION OF THE PROBLEM

The intersection of California Avenue and Maple Avenue has become a consistent and escalating source of traffic danger within our community. Over time, a pattern of dangerous driver behavior has emerged at this location, and it shows no signs of self-correcting without structured intervention.

Stop-Sign Non-Compliance: Drivers routinely blow through or roll through the posted stop sign at the intersection of California Avenue and Maple Avenue without coming to a complete and lawful stop. This behavior is not an occasional aberration — it is a regular occurrence that has made the intersection unpredictable and hazardous for pedestrians, cyclists, and other motorists attempting to navigate it safely.

Excessive Speeding: Vehicles consistently travel well above the posted speed limit through this area. The residential and recreational character of the surrounding neighborhood is being entirely disregarded by drivers who treat this roadway as a high-speed thoroughfare. The combination of high speeds and stop-sign violations creates a particularly volatile and dangerous environment.

SECTION 3 — SAFETY CONCERNS AND AFFECTED COMMUNITY MEMBERS

The dangers at the intersection of California Avenue and Maple Avenue do not exist in isolation — they directly threaten the safety and well-being of a wide range of community members who use this area regularly. The following groups are among those most at risk:

- **Children:** A public park and tennis courts are located in close proximity to the intersection of California Avenue and Maple Avenue. Children regularly walk, run, and play in and around this area throughout the day. Speeding vehicles and chronic stop-sign violations place them at significant and unacceptable risk of serious injury.
- **Families and Pedestrians:** Parents with young children, strollers, and families on foot routinely navigate this intersection to access the park and surrounding

neighborhood. The complete absence of traffic-calming infrastructure makes even the simple act of crossing the street a dangerous endeavor.

- **Dog Walkers:** Residents walking their dogs along the roadway and near the park are frequently placed at risk by fast-moving or reckless drivers who show no regard for pedestrians or their right-of-way.
- **Wildlife — Deer Crossings:** This area serves as an active wildlife corridor. Deer frequently cross the road near the intersection of California Avenue and Maple Avenue. Vehicles traveling at excessive speeds drastically increase the likelihood of animal-vehicle collisions — incidents that are dangerous and potentially fatal for both the animals and the drivers involved.
- **Park and Recreational Spaces:** The nearby park and tennis courts generate a consistent flow of foot traffic from residents of all ages. Traffic violations in this area directly endanger members of our community who are simply seeking to enjoy healthy, recreational activities in a space that should feel safe.

⚠ Safety Note

The convergence of a public park, active wildlife corridor, and residential neighborhood at a single intersection — combined with documented speeding and stop-sign non-compliance — creates a uniquely high-risk environment that warrants urgent municipal attention.

SECTION 4 — RECOMMENDED TRAFFIC-CALMING MEASURES

I respectfully submit the following traffic-calming and safety measures for the Common Council's and Traffic Engineering Department's consideration. These recommendations are based on widely accepted best practices in municipal traffic management and are proportionate to the severity of the conditions described above.

1. Automated Speed Camera Installation

Deploy a speed enforcement camera at or near the intersection of California Avenue and Maple Avenue to detect and automatically cite speeding vehicles. Speed cameras are a proven, evidence-based tool for reducing vehicle speeds and improving compliance with posted limits. The visible presence of camera infrastructure further serves as a powerful deterrent, particularly for repeat offenders.

2. Speed Bumps or Speed Tables

Install one or more speed bumps or raised speed tables on the approach roads leading to the intersection. These physical traffic-calming devices compel drivers to reduce speed and are particularly effective near parks, schools, and areas with high pedestrian activity. They require no ongoing enforcement and are effective around the clock.

3. Enhanced Stop-Sign Enforcement & Signage

Supplement the existing stop sign with high-visibility signage, retroreflective markings, and/or a flashing LED stop sign to dramatically improve driver compliance conditions, especially during evening and nighttime hours.

4. Rumble Strips or Pavement Markings

Install rumble strips or clearly visible road surface markings on the approach lanes leading to the intersection of California Avenue and Maple Avenue. These measures alert drivers — both audibly and physically — to the upcoming stop requirement, encouraging speed reduction well in advance of the intersection itself.

5. Increased Police Patrol and Targeted Enforcement

I respectfully request that the City of Middletown coordinate with the Middletown Police Department to establish targeted enforcement patrols at this location. Consistent law enforcement presence will deter reckless driving, enable the issuance of appropriate citations, and signal to the community that this matter is being taken seriously.

6. Wildlife Crossing Signage

Install deer crossing warning signs at and near the intersection of California Avenue and Maple Avenue to alert drivers to the active wildlife corridor in the area. Proper signage

reduces the incidence of animal-vehicle collisions and, by prompting greater driver awareness, also contributes to an overall reduction in vehicle speeds through this stretch of road.

SECTION 5 — CONCLUSION AND CALL TO ACTION

The conditions at the intersection of California Avenue and Maple Avenue represent a genuine and ongoing threat to the safety of our community. Children, families, pedestrians, dog walkers, and wildlife are all placed at unnecessary risk each and every day by drivers who speed, ignore posted stop signs, and engage in reckless behavior on what should be a safe neighborhood road. This is not a matter of inconvenience — it is a matter of public safety, and it demands a timely and substantive response.

I respectfully urge the Middletown Common Council and Traffic Engineering Department to conduct a formal safety evaluation of the intersection of California Avenue and Maple Avenue at the earliest opportunity, and to move promptly toward implementing the traffic-calming measures outlined in this petition. The safety of our children and our most vulnerable community members must be treated as a priority that justifies swift action.

I warmly invite the appropriate officials to visit the site and observe conditions firsthand - particularly during the weekends — so that the urgency of this situation may be fully appreciated. I am prepared to provide additional information, documentation, or personal testimony in support of this petition at any time, and I am happy to coordinate with the Department or Council in any capacity that would be helpful.

Thank you sincerely for your time, your consideration, and your service to the Middletown community. I look forward to your response and to working together toward a safer neighborhood for all.

Respectfully submitted,

Deborah Abbate

Deborah Abbate

Resident, Middletown, New York

Date: July 25, 2026

Phone: 845300-3363

Email: nikinunutiki@aol.com

DON JULIO RESTAURANT 3 LLC
130-156 DOLSON AVE, STORE 9
MIDDLETOWN, NY 19040

X-1 COPY

April 14th, 2025
Village of Middletown Boards
Commissions, Orange County
16 James Street
Middletown, NY 10940

RECEIVED

AUG 11 2026

**CITY CLERK
CITY OF MIDDLETOWN**

Re: **Don Julio Restaurant 130-156**
130-156 Dolson Ave Store 9
Middletown, NY 19040

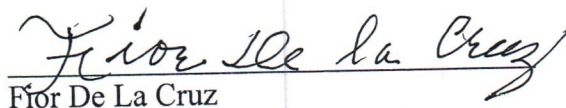
To Whom It May Concern,

By this letter please we request your approval to apply for an On Premises B/W Beverage License with the NYS Liquor Authority. We are a new restaurant located at 130-156 Dolson Ave., Store 9, Middletown, NY 10940

If you need any further information, please do not hesitate to communicate with the undersigned.

Thank You for your attention to this matter.

Sincerely,


Fior De La Cruz

RECEIVED

AUG 11 2025

CITY OF MIDDLETOWN
CITY CLERK



OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 08/04/2026 1a. Delivered by: Certified Mail Return Receipt Requested

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:
For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York: (counties of Kings, New York, Bronx, Queens and Richmond):

☐ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit
☐ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date
For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: VILLAGE OF MIDDLETOWN BOARD

Applicant/Licensee Information:

4. Licensee License ID (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: DON JULIO RESTAURANT 3 LLC

6. Trade Name (if any): _____

7. Street Address of Establishment: 130-156 DOLSON AVE, STORE 9

8. City, Town or Village: MIDDLETOWN, NY Zip Code: 10940

9. Business Telephone Number of applicant/ Licensee: 917-270-0854

10. Business E-mail of Applicant/Licensee: delacruzfor.donjulioest@gmail.com

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☒ Wine, Beer & Cider ☐ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☒ Full Food menu; full kitchen run by a chef/cook ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Restaurant (full kitchen and full menu required)

☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☒ Recorded Music ☐ Karaoke

14. Method of Operation: ☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____
(check all that apply)

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify): _____

15. Licensed Outdoor Area: ☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
(check all that apply) ☐ Sidewalk Cafe ☐ Other (specify): _____



OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: GROUND FLOOR
17. List the room number(s) the establishment is located in within the building, if appropriate: GROUND FLOOR
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and ID number of the licensee:
- | | |
|-------|-------------------|
| _____ | _____ |
| Name | License ID Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: FRANCESCO FIDANZA / PIZZA EXPRESS OF MIDDLETOWN INC
23. Building Owner's Street Address: 265 ROUTE 211 E STE 1
24. City, Town or Village: MIDDLETOWN State: NY Zip Code: 10940
25. Business Telephone Number of Building Owner: 845-344-8000

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: SP BUSINESS SERVICES INC / SORAYA PEREZ
27. Representative/Attorney's Street Address: 149 W KINGSBRIDGE RD
28. City, Town or Village: BRONX State: NY Zip Code: 10463
29. Business Telephone Number of Representative/Attorney: 718-884-3211
30. Business E-mail Address of Representative/Attorney: GLOBOSERVICES@GMAIL.COM

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: FIOR DE LA CRUZ Title: PRESIDENT

☒ By checking this box I agree, and it is my intent, to electronically sign this document. By submitting this e-document to the New York State Liquor Authority in this way, I understand that my electronic signature I added to the signature line below is the legal equivalent of having placed my handwritten signature and affirmation on the submitted document and I am affirming the truth of the information contained therein.

Principal Signature:

Fior De La Cruz

Date:

9/4/2024



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 195-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a Public Hearing on a Proposed 4-Lot Subdivision at Orange Terrace

WHEREAS, Orange Terrace Properties, LLC has submitted an application for approval of a proposed four-lot subdivision/lot line reconfiguration involving properties located at **3, 5, 7, 9, 11 and 13 Orange Terrace**, City of Middletown, New York, designated on the Official Tax Map of the City of Middletown as **Section 33, Block 4, Lots 2 through 7**; and

WHEREAS, the proposed subdivision would reconfigure six existing residential lots into four residential lots, each intended for the development of a single-family residence; and

WHEREAS, the Common Council desires to provide an opportunity for public comment regarding the proposed subdivision;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown

hereby schedules a public hearing on the proposed four-lot subdivision/lot line reconfiguration for **Tuesday, September 1, 2026, at or a near to 7:30 p.m. as possible**, in the Common Council Chambers, City Hall, 16 James Street, Middletown, New York.

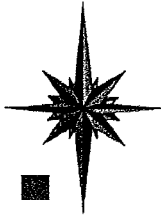
Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Orange Terrace Letter
2.	Orange Terrace Plan

FUSCO

ENGINEERING &
LAND SURVEYING, D.P.C.



233 East Main Street
Middletown, NY 10940

Phone: (845)344-5863
Fax: (845)956-5865

Consulting Engineers

Alfred A. Fusco, Jr.
P.E. Principal

Alfred A. Fusco, III
General Manager

March 30, 2026

City of Middletown
16 James Street
Middletown, NY 10940

RE: 2-7 Orange Terrace
Section 33, Block 4, Lots 2-7
City of Middletown
Our File #21-054E

This narrative is submitted in support of the application by Orange Terrace Properties, LLC for approval of a minor subdivision involving properties identified as SBL 33-4-2 through 33-4-7, located on Orange Terrace in the City of Middletown.

The applicant proposes a subdivision/lot line reconfiguration of approximately 39,204± square feet, converting six (6) existing residential lots into four (4) conforming residential lots within the R-1 zoning district. Each proposed lot is intended to be developed with a single-family residence, consistent with the permitted uses and character of the surrounding neighborhood.

This application follows prior submissions reviewed by the City, including earlier configurations of six (6), and four (4) lots. The current proposal reflects a continued effort to reduce density and respond to agency and community feedback while maintaining reasonable use of the property.

The project has previously received area variance approval from the Zoning Board of Appeals for minor lot width relief (75 feet required vs. 72.3 feet proposed), subject to compliance with engineering and Department of Public Works requirements. The applicant has incorporated those conditions into the current design and has worked to address prior engineering comments.

A key concern identified in the Common Council's denial dated December 3, 2024, was the presence of a retaining wall—particularly an approximately 11-foot-high wall located near the boundary between Lots 2 and 3, which was viewed as having potential adverse aesthetic and neighborhood impacts.

In response, the current subdivision layout and site design have been revised to address these concerns. As reflected in the updated site plan, grading and lot configuration have been adjusted to reduce the need for significant retaining wall structures and to minimize height and visual impact wherever feasible. Where retaining walls remain necessary due to existing topography, they are designed to be lower in height, appropriately set back, and integrated into the site with consideration for adjacent properties and neighborhood character. These modifications are intended to eliminate or substantially mitigate the concerns previously raised by the Council.

Additionally, the revised plan avoids unnecessary cross-easements between lots and improves the overall layout to provide more balanced grading transitions, enhanced constructability, and compatibility with surrounding development patterns.

The proposed subdivision remains consistent with the intent of the City's zoning regulations, as it:

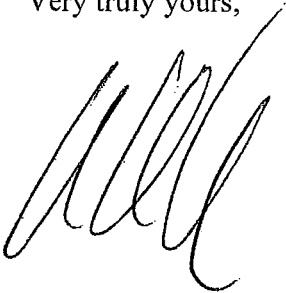
- Maintains single-family residential use in an R-1 district
- Reduces overall development intensity compared to earlier proposals
- Provides appropriately sized lots with compliant setbacks
- Responds directly to prior engineering, planning, and legislative concerns

In summary, this application represents a good-faith effort to work collaboratively with the City of Middletown to achieve a compliant and context-sensitive residential subdivision. The revised design addresses the specific issues cited in the prior denial while preserving reasonable development rights and contributing to the orderly development of the neighborhood.

The applicant respectfully requests that the Planning Board and Common Council reconsider the application in light of these revisions and grant approval of the proposed 4-lot subdivision.

Please advise if you have any questions.

Very truly yours,



Alfred A. Fusco, Jr., P.E.
Fusco Engineering &
Land Surveying, D.P.C.



**City of Middletown
Middletown, New York
APPLICATION FOR Subdivision
APPLICATION FEE: \$250.00
ESCROW FEE: \$100.00**

Number of Lots of the Subdivision 4 Current Zone R-1

Section 33 Block 4 Lot 2-7

Address of Subject Property 3, 5, 7, 9, 11, 13 Orange Terrace

Owner of Property Orange Terrace Properties LLC

Owner Address 199 Lee Avenue - Suite 663

City Brooklyn State NY Zip 11205

Telephone: Home _____ Cell: 917-416-4548

Email moses11205@gmail.com

Applicant Name Same

If different from Owner

Applicant Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Cell: _____

Email _____

Minor (2-3 lots) _____	\$250.00	Paid _____
Plus Escrow _____	\$100.00	Paid _____
Major (over 3 lots) <u>X</u>	\$500.00	Paid <u>\$500.00</u>

Plus \$100 per lot for each lot over 10 lots, and \$1000.00 escrow to be replenished if required

NOTE: Over 4 lot subdivision will go to Planning Board for recommendation before going to Common Council.

Proposed uses; List the number of proposed lots and uses, which are to be created by this subdivision if approved. Additional sheets may be attached if more space is required.

The subdivision/lot line change consists of six existing lots that will be re-configured into 4 separate lots. Each lot will consist of one single family residential dwelling.

Zoning; In the space provided list all lots or areas which would require a re-zoning of any zoning district. List all factors dealing with the requested re-zoning. Additional sheets may be attached if more space is required.

N/A

Non Compliance of Zoning; In the space provided list all lots, which are not in compliance with the zoning regulations of the City of Middletown. Provide all information from the zoning ordinance in which the lot is non-compliant and the reasons therefore. Additional sheets may be attached if more space is required.

The existing six lots do not meet the current zoning regulations for lot width. The six lots will be re-configured into four lots. Each lot will still not meet the required lot width and therefore a variance for lot width has been obtained for all four lots. The lot width variance was granted on March 20, 2024.

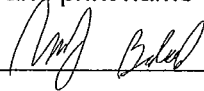
NOTE; if any of the new lots are non-compliant to the City of Middletown zoning code you may be required to apply to the ZBA for a variance.

A notarized letter from the property owner granting permission to seek the zone change or addition, if the applicant is not the owner, is required for all applications.

NOTE: As per SEQRA law a short form EAF will be required with all applications

Sign at the place indicated and print name

Signature of applicant



Print Name and title

Moses Babad

Date

3/30/26

TO BE FILLED OUT BY THE CITY CLERK'S OFFICE

A fee of \$250.00 was collected on

Escrow Amount \$100.00 on

Signature of Clerk or Designee

Date

Short Environmental Assessment Form

Part 1 - Project Information

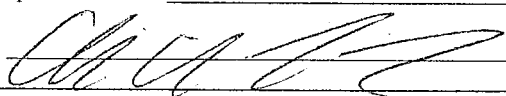
Instructions for Completing

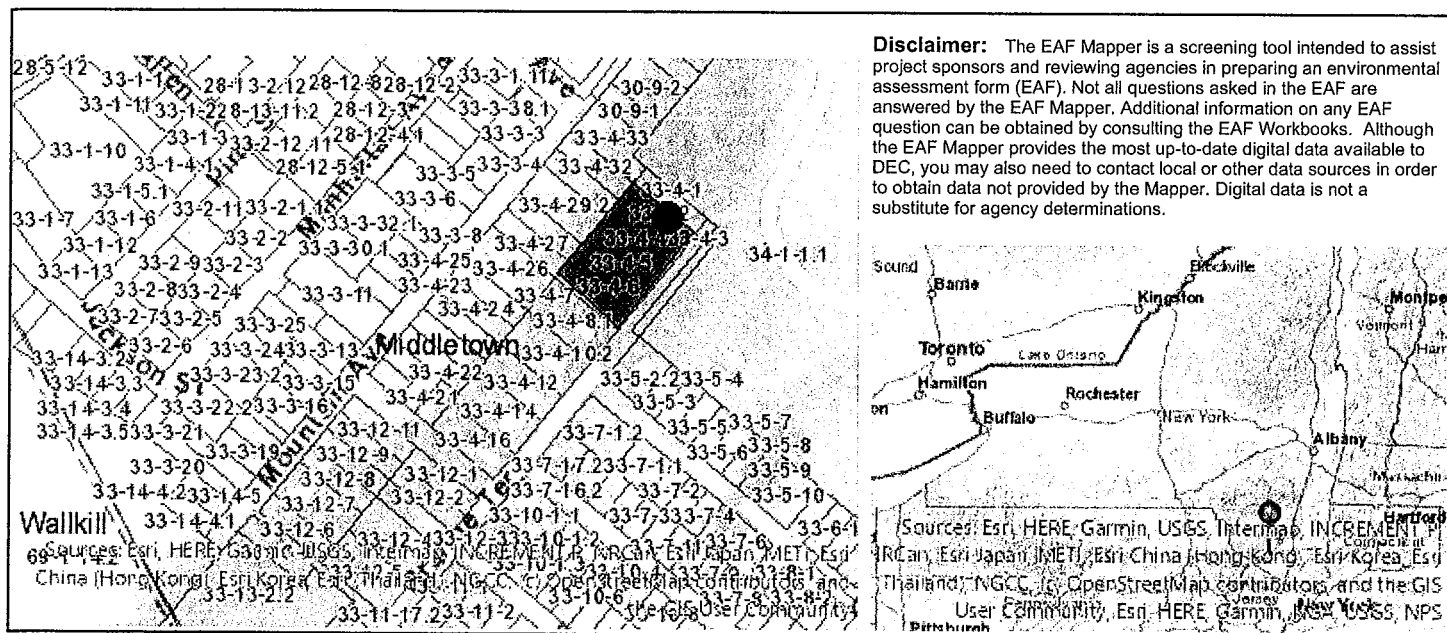
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
Orange Terrace Properties Subdivision							
Name of Action or Project: Subdivision - lot line change							
Project Location (describe, and attach a location map): 3, 5, 7, 9, 11, 13 Orange Terrace							
Brief Description of Proposed Action: Subdivision - lot line change - reconfiguring the existing 6 residential lots into 4 residential lots							
Name of Applicant or Sponsor: Orange Terrace Properties, LLC		Telephone: 917-416-4548					
		E-Mail:					
Address: 199 Lee Avenue, Suite 663							
City/PO: Brooklyn		State: New York	Zip Code: 11205				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Permits required for water and sewer connections and road extension from the City of Middletown Department of Public Works			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☐</td> <td>☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3. a. Total acreage of the site of the proposed action? _____ 1.26 acres b. Total acreage to be physically disturbed? _____ 0.9 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 1.26 acres							
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☒	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

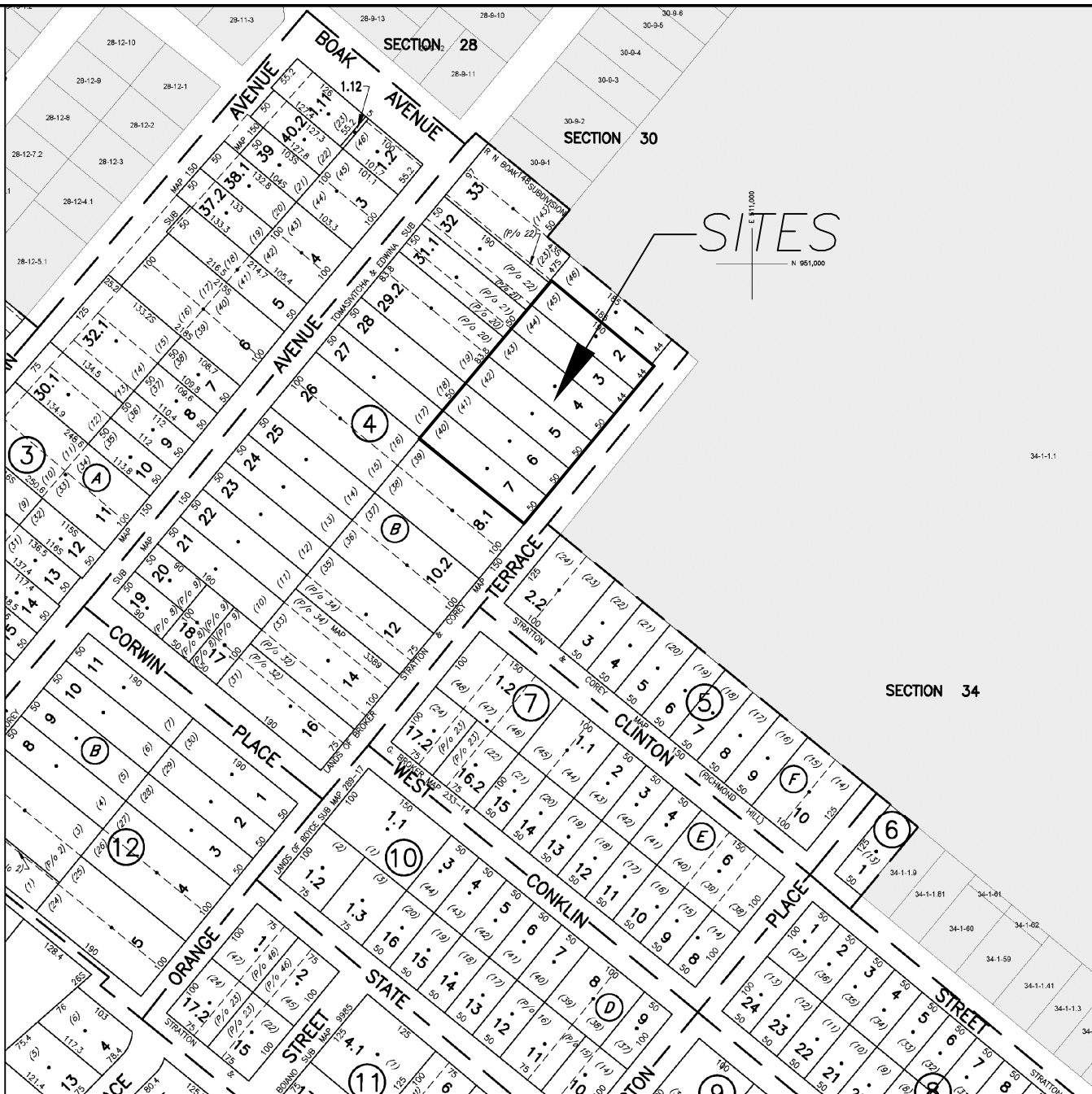
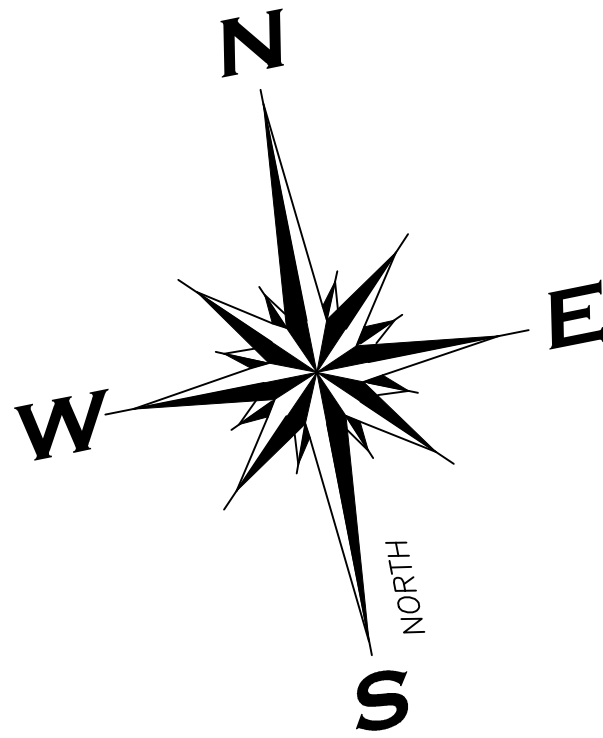
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☐	☒
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☒	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ Bi-retention swales and rain gardens	NO	YES
	☐	☒
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Fusco Engineering D.P.C.</u> Date: _____ Signature: <u></u> Title: <u>ENGINEER.</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

32

REPUTED OWNER:
THE HILLSIDE CEMETARY CORP.
TAX MAP #34-1-1.1
DEED LIBER: 919, PAGE: 244



LOCATION MAP
N.T.S.

TAX MAP
SECTION 33, BLOCK 4, LOTS 2-7

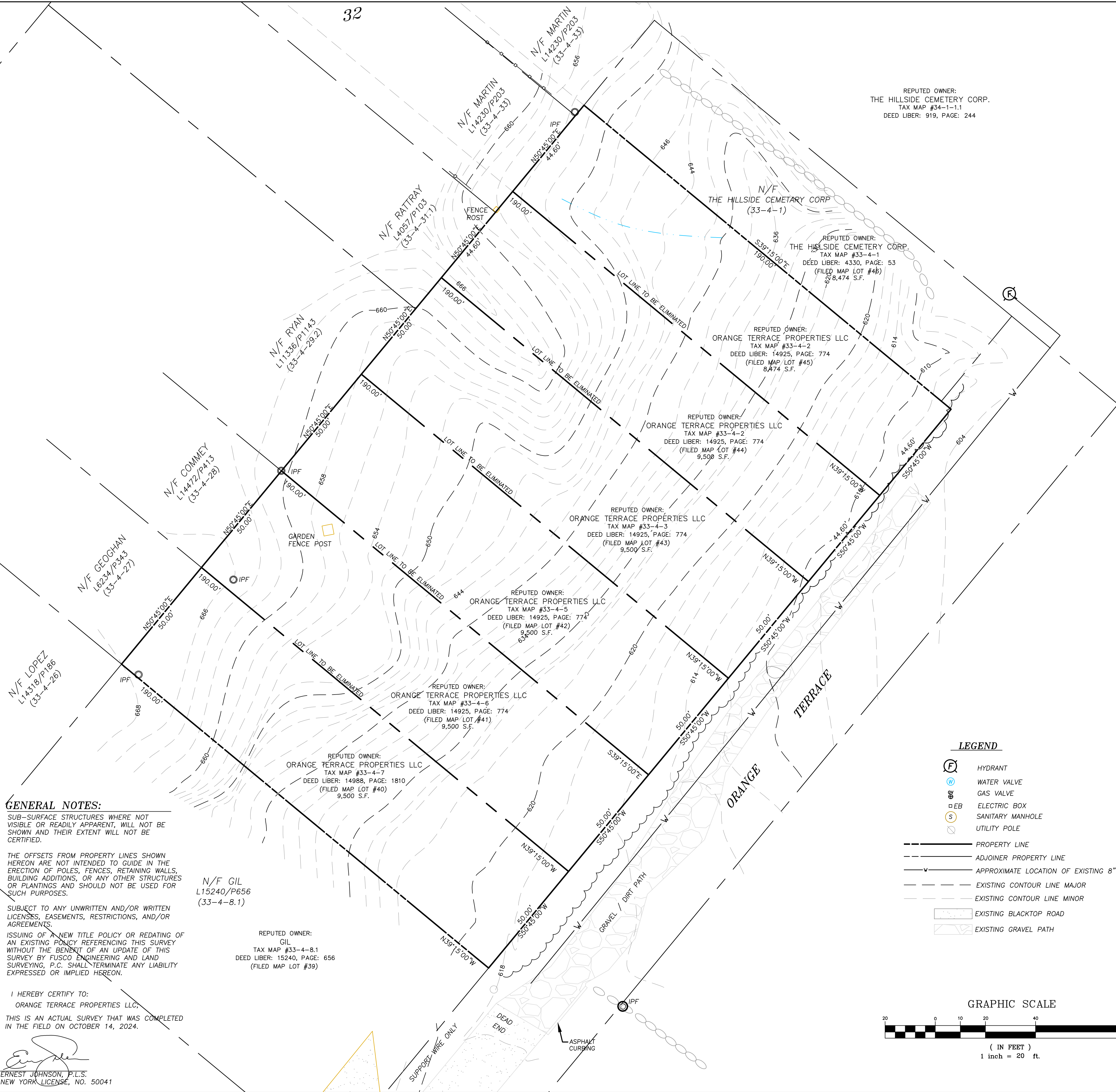
REFERENCE

ORANGE COUNTY FILED MAP ENTITLED "RICHMOND HILL, MAPS OF THE LANDS OF STRATTON AND COREY" DATED DECEMBER 27, 1894 AND FILED WITH THE ORANGE COUNTY CLERKS OFFICE ON MARCH 12, 1895 AS MAP #150

DEED LIBER 14925, PAGE 774

DEED LIBER 14988, PAGE 1810

THESE PLANS ARE INCOMPLETE/INVALID UNLESS THEY CONTAIN THE ENGINEER'S SIGNATURE AND SEAL WHERE APPLICABLE AND SHEETS 1 THROUGH 6 OF 6.



GENERAL NOTES:
SUB-SURFACE STRUCTURES WHERE NOT VISIBLE OR READILY APPARENT, WILL NOT BE SHOWN AND THEIR EXTENT WILL NOT BE CERTIFIED.
THE OFFSETS FROM PROPERTY LINES SHOWN HEREON ARE NOT INTENDED TO GUIDE IN THE ERECTION OF POLES, FENCES, RETAINING WALLS, BUILDING ADDITIONS, OR ANY OTHER STRUCTURES OR PLANTINGS AND SHOULD NOT BE USED FOR SUCH PURPOSES.
SUBJECT TO ANY UNWRITTEN AND/OR WRITTEN LICENSES, EASEMENTS, RESTRICTIONS, AND/OR AGREEMENTS.
ISSUING OF A NEW TITLE POLICY OR REDATING OF AN EXISTING POLICY REFERRING THIS SURVEY WITHOUT THE BENEFIT OF AN UPDATE OF THIS SURVEY BY FUSCO ENGINEERING AND LAND SURVEYING, P.C. SHALL TERMINATE ANY LIABILITY EXPRESSED OR IMPLIED HEREON.

I HEREBY CERTIFY TO:
ORANGE TERRACE PROPERTIES LLC.
THIS IS AN ACTUAL SURVEY THAT WAS COMPLETED IN THE FIELD ON OCTOBER 14, 2024.

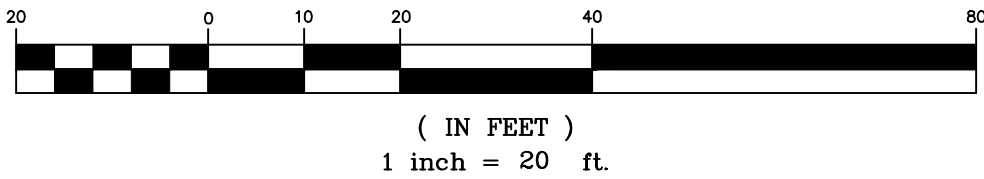
ERNEST JOHNSON, P.L.S.
NEW YORK LICENSE, NO. 50041

REPUTED OWNER:
GIL
TAX MAP #33-4-8.1
DEED LIBER: 15240, PAGE: 656
(FILED MAP LOT #39)

LEGEND

- HYDRANT
- WATER VALVE
- GAS VALVE
- ELECTRIC BOX
- SANITARY MANHOLE
- UTILITY POLE
- PROPERTY LINE
- ADJOINER PROPERTY LINE
- APPROXIMATE LOCATION OF EXISTING 8" CLASS 52 DIP WATER MAIN
- EXISTING CONTOUR LINE MAJOR
- EXISTING CONTOUR LINE MINOR
- EXISTING BLACKTOP ROAD
- EXISTING GRAVEL PATH

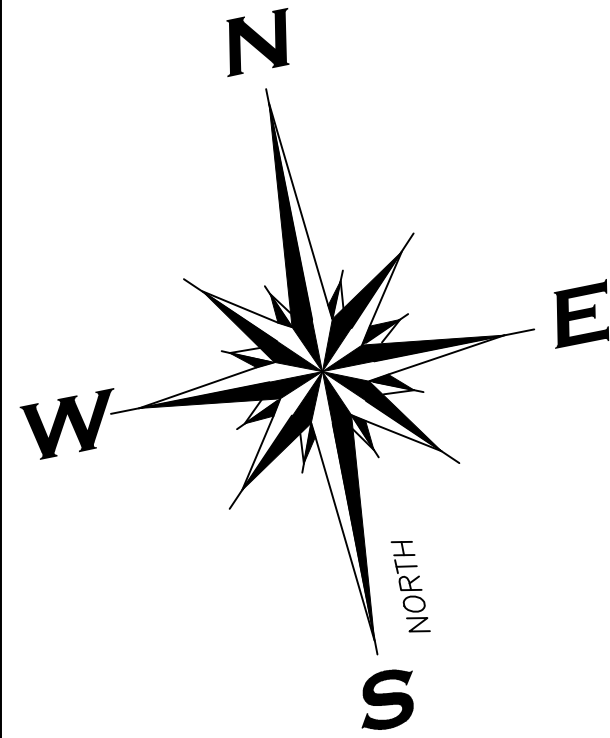
GRAPHIC SCALE



JMH	4/6/26	REDUCED RETAINING WALL TO 4'.
JMH	10/14/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	10/10/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	6/27/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	3/6/24	REVISED AS PER CPL COMMENTS DATED 3/5/24
JMH	11/8/23	REVISED AS PER CPL COMMENTS DATED 10/6/23
JMH	9/22/22	REVISED SUBDIVISION
JMH	12/21/21	REVISED TURNAROUND
JMH	11/1/21	REVISED WATER SERVICE TO 1"
JMH	7/21/21	LOTS 2 & 3 ADDED TO PLAN

SYMB	DATE	ISSUED FOR
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FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS 233 EAST MAIN ST. MIDDLETOWN, NY 10940 PHONE: (845) 344-5883 FAX: (845) 956-5865			
PROJECT TITLE:	PLAN PREPARED FOR ORANGE TERRACE PROPERTIES LLC		
DRAWING TITLE:	EXISTING SURVEY		
CITY OF MIDDLETOWN	APPROVED BY:	SCALE: 1"=20'	STATE OF NEW YORK
PREPARED FOR:	DESIGNED BY:	REVISION DATE:	REFERENCE NUMBER:
ORANGE TERRACE PROPERTIES LLC	EJ	4/6/26	21-054
	DRAWN BY:	DATE:	SHEET NUMBER:
	JMH	8/17/17	1
			PAGE 1 OF 6



LEGEND

- HYDRANT
- WATER VALVE
- GAS VALVE
- ELECTRIC BOX
- SANITARY MANHOLE
- UTILITY POLE
- PROPERTY LINE
- ADJOINER PROPERTY LINE
- APPROXIMATE LOCATION OF EXISTING 8" CLASS 52 DIP WATER MAIN
- EXISTING CONTOUR LINE MAJOR
- EXISTING CONTOUR LINE MINOR
- EXISTING BLACKTOP ROAD
- EXISTING GRAVEL PATH
- PROPOSED BLACKTOP ROAD EXTENSION & DRIVEWAYS
- PROPOSED 2" FORCE MAIN SEWER
- PROPOSED CONTOUR LINE MAJOR
- PROPOSED CONTOUR LINE MINOR
- PROPOSED 4" PVC 1/8" PER FOOT SLOPE ROOF & FOOTING DRAIN OUTLET
- PROPOSED WATER SHUTOFF VALVE
- LIMITS OF DISTURBANCE
- PROPOSED RETAINING WALL

THESE PLANS ARE INCOMPLETE/INVALID UNLESS THEY CONTAIN THE ENGINEER'S SIGNATURE AND SEAL WHERE APPLICABLE AND SHEETS 1 THROUGH 6 OF 6.

JMH	4/6/26	REDUCED RETAINING WALL TO 4'.
JMH	10/14/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	10/10/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	6/27/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	3/6/24	REVISED AS PER CPL COMMENTS DATED 3/5/24
JMH	11/8/23	REVISED AS PER CPL COMMENTS DATED 10/6/23
JMH	9/22/22	REVISED SUBDIVISION
JMH	12/21/21	REVISED TURNAROUND
JMH	11/1/21	REVISED WATER SERVICE TO 1"
JMH	7/21/21	LOTS 2 & 3 ADDED TO PLAN

SYMB	DATE	ISSUED FOR
------	------	------------

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CONSULTING ENGINEERS
233 EAST MAIN ST.
MIDDLETOWN, NY 10940
PHONE: (845) 344-5863
FAX: (845) 956-5865

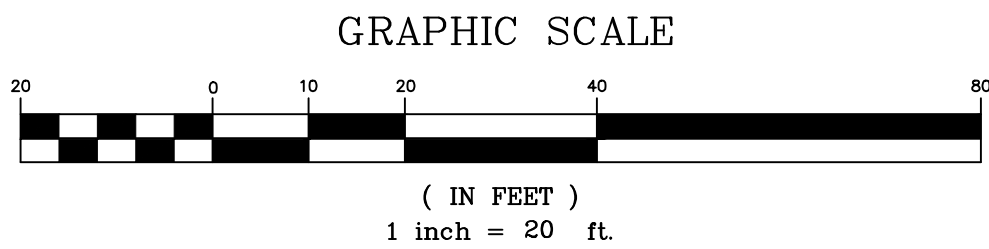
PROJECT TITLE: PLAN PREPARED FOR ORANGE TERRACE PROPERTIES LLC		SUBDIVISION PLAN		STATE OF NEW YORK COUNTY OF ORANGE	
DRAWING TITLE:		CITY OF MIDDLETOWN		PREPARED FOR:	
ORANGE TERRACE PROPERTIES LLC		APPROVED BY: EJ		SCALE: 1"=20'	
DESIGNED BY: EJ		REVISION DATE: 4/6/26		REFERENCE NUMBER: 21-054	
DRAWN BY: JMH		DATE: 8/17/17		SHEET NUMBER: 2	
				PAGE 2 OF 6	

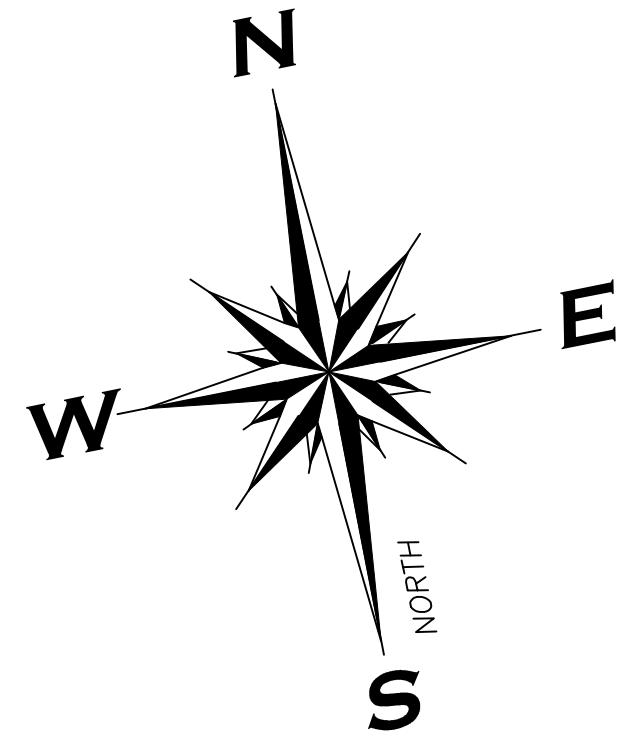
I HEREBY CERTIFY TO:
ORANGE TERRACE PROPERTIES LLC;
THIS IS AN ACTUAL SURVEY THAT WAS COMPLETED
IN THE FIELD ON OCTOBER 14, 2024.

ERNEST JOHNSON, P.L.S.
NEW YORK LICENSE, NO. 50041



Know what's below.
Call before you dig.





PROJECT NOTES:

LIMITS OF DISTURBANCE = 0.92± ACRES

PRIOR TO THE START OF CONSTRUCTION THE LIMIT OF DISTURBANCE SHALL BE STAKED BY A LICENSED LAND SURVEYOR

A BLANKET CROSS EASEMENT FOR THE CONSTRUCTION OF THE RETAINING WALL ON LOTS 1 AND 2 SHALL BE PROVIDED ALLOWING FOR ACCESS TO ALL THREE SITES FOR THE PURPOSE OF PERFORMING THE GRADING AND CONSTRUCTION OF THE RETAINING WALL AND FOR FUTURE MAINTENANCE.

R1 ZONING DISTRICT

TABLE OF ZONING REQUIREMENTS

MINIMUM REQUIREMENTS	LOT AREA	FRONT YARD	SIDE YARD	BOTH SIDE YARDS	REAR YARD	LOT WIDTH	MAXIMUM BUILDING HEIGHT
REQUIRED	7,500 SF	30' FT.	5 FT.	**	30 FT.	75 FT.	35 FT.
PROPOSED LOT 1	13,727 SF	30 FT.	5 FT.	31.3 FT.	136 FT.	72.3 FT.	34 FT.
PROPOSED LOT 2	13,727 SF	30 FT.	11.08 FT.	36.3 FT.	136 FT.	72.3 FT.	34 FT.
PROPOSED LOT 3	13,727 SF	30 FT.	7.7 FT.	36.3 FT.	131 FT.	72.3 FT.	34 FT.
PROPOSED LOT 4	13,727 SF	30 FT.	5 FT.	38.3 FT.	127 FT.	72.3 FT.	34 FT.

**EXISTING TAX LOT 3 BOTH SIDE YARDS = 30% LOT WIDTH 72.3' = 21.69'

PROPOSED DRYWELLS:

PROPOSED DRYWELL LOT 4
OVERFLOW OUTLET INV: 616.3'
DAYLIGHT: 614.8'

PROPOSED DRYWELL LOT 3
OVERFLOW OUTLET INV: 611.6'
DAYLIGHT: 610.3'

PROPOSED DRYWELL LOT 2
OVERFLOW OUTLET INV: 608.1'
DAYLIGHT: 607.8'

PROPOSED DRYWELL LOT 1
OVERFLOW OUTLET INV: 604.6'
DAYLIGHT: 603.9'

LEGEND

	HYDRANT
	WATER VALVE
	GAS VALVE
	ELECTRIC BOX
	SANITARY MANHOLE
	UTILITY POLE
	PROPERTY LINE
	ADJOINER PROPERTY LINE
	APPROXIMATE LOCATION OF EXISTING 8" CLASS 52 DIP WATER MAIN
	EXISTING CONTOUR LINE MAJOR
	EXISTING CONTOUR LINE MINOR
	EXISTING BLACKTOP ROAD
	EXISTING GRAVEL PATH
	PROPOSED BLACKTOP ROAD EXTENSION & DRIVEWAYS
	PROPOSED 2" FORCE MAIN SEWER
	PROPOSED CONTOUR LINE MAJOR
	PROPOSED CONTOUR LINE MINOR
	PROPOSED 4" PVC 1/8" PER FOOT SLOPE ROOF & FOOTING DRAIN OUTLET
	PROPOSED WATER SHUT-OFF VALVE
	LIMITS OF DISTURBANCE
	PROPOSED RETAINING WALL

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JMH	4/6/26	REDUCED RETAINING WALL TO 4'.
JMH	12/2/24	REVISED AS PER COMMON COUNCIL COMMENTS
JMH	10/14/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	10/10/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	6/27/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	3/6/24	REVISED AS PER CPL COMMENTS DATED 3/5/24
TLM	1/17/24	REVISED AS PER CPL COMMENTS DATED 1/15/24
JMH	11/8/23	REVISED AS PER CPL COMMENTS DATED 10/6/23
JMH	9/22/22	REVISED SUBDIVISION
JMH	12/21/21	REVISED TURNAROUND
JMH	11/1/21	REVISED WATER SERVICE TO 1"
JMH	7/21/21	LOTS 2 & 3 ADDED TO PLAN
SYMB	DATE	ISSUED FOR

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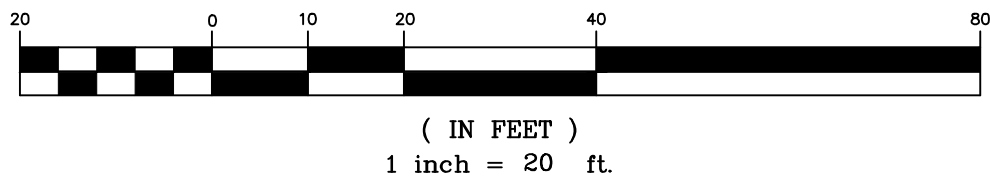
FUSCO ENGINEERING & LAND SURVEYING, P.C.
CONSULTING ENGINEERS
233 EAST MAIN ST.
MIDDLETOWN, NY 10940
PHONE: (845) 344-5863
FAX: (845) 956-5865

PROJECT TITLE:	PLAN PREPARED FOR ORANGE TERRACE PROPERTIES LLC		
DRAWING TITLE:	SITE PLAN		
CITY OF MIDDLETOWN	APPROVED BY:	SCALE:	STATE OF NEW YORK
PREPARED FOR:	AAF	1"=20'	COUNTY OF ORANGE
ORANGE TERRACE PROPERTIES LLC	DESIGNED BY:	REVISION DATE:	REFERENCE NUMBER:
	AAF	4/6/26	21-054
DRAWN BY:	JMH	DATE:	SHEET NUMBER:
		8/17/17	3
			PAGE 3 OF 6

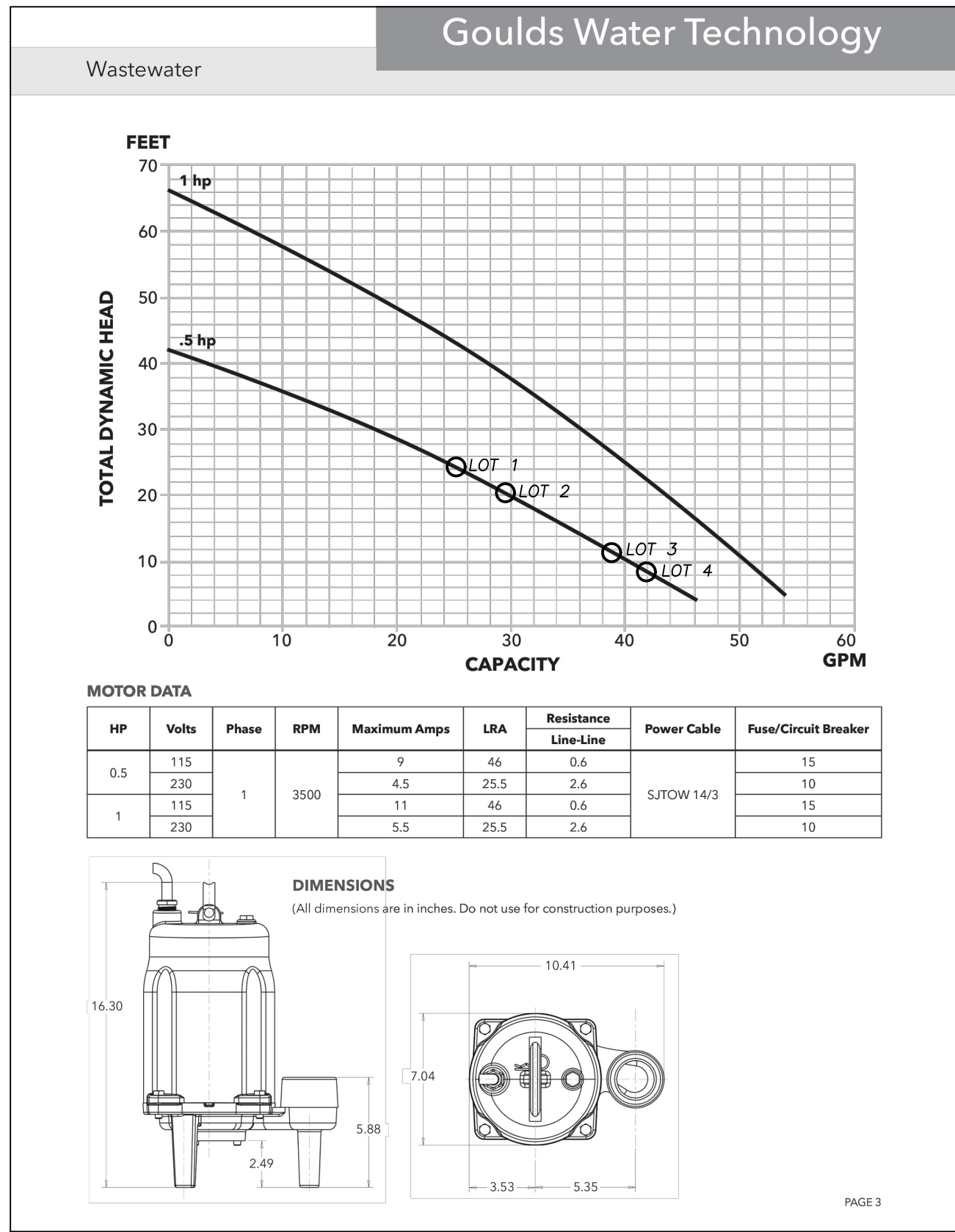
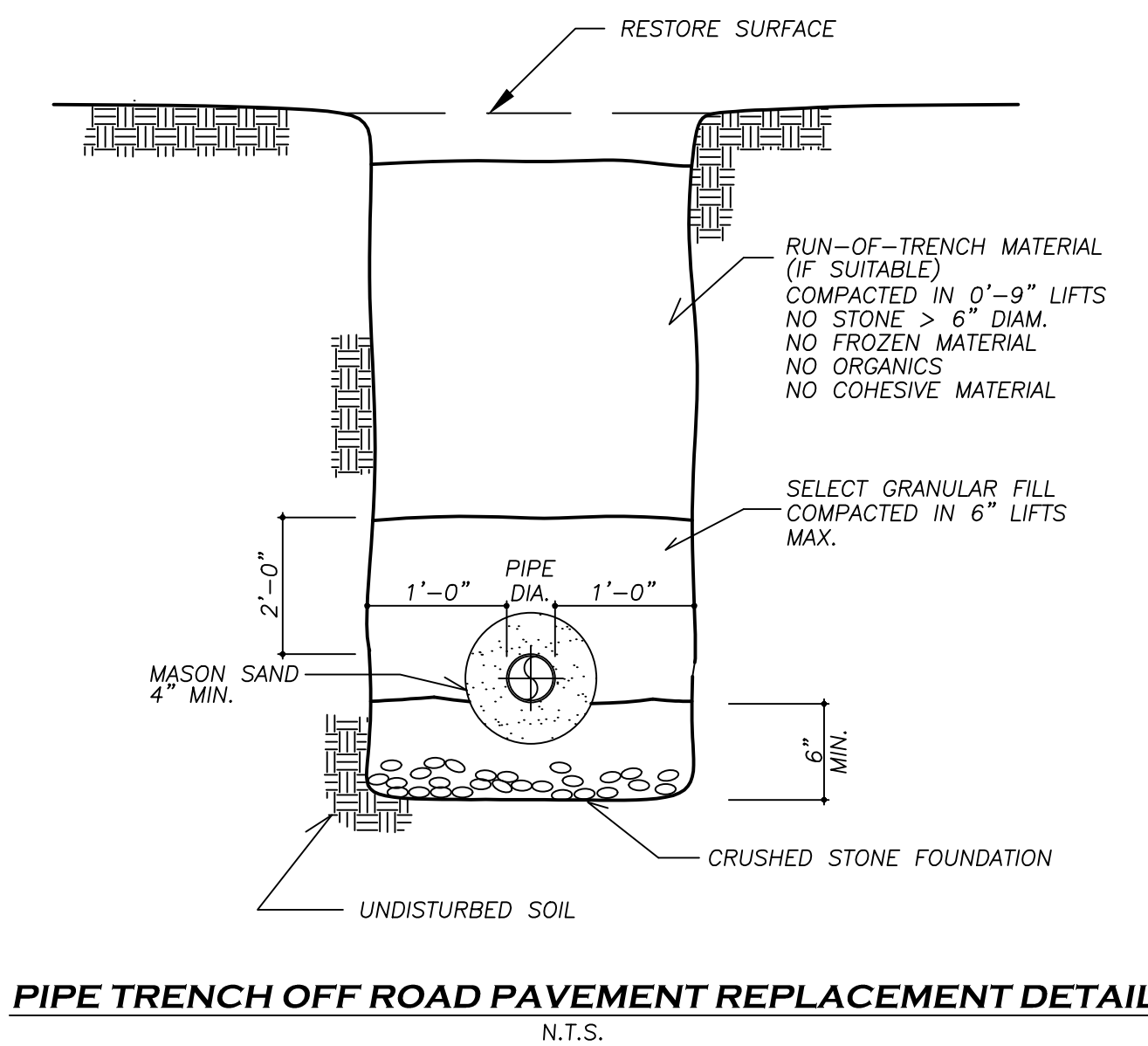
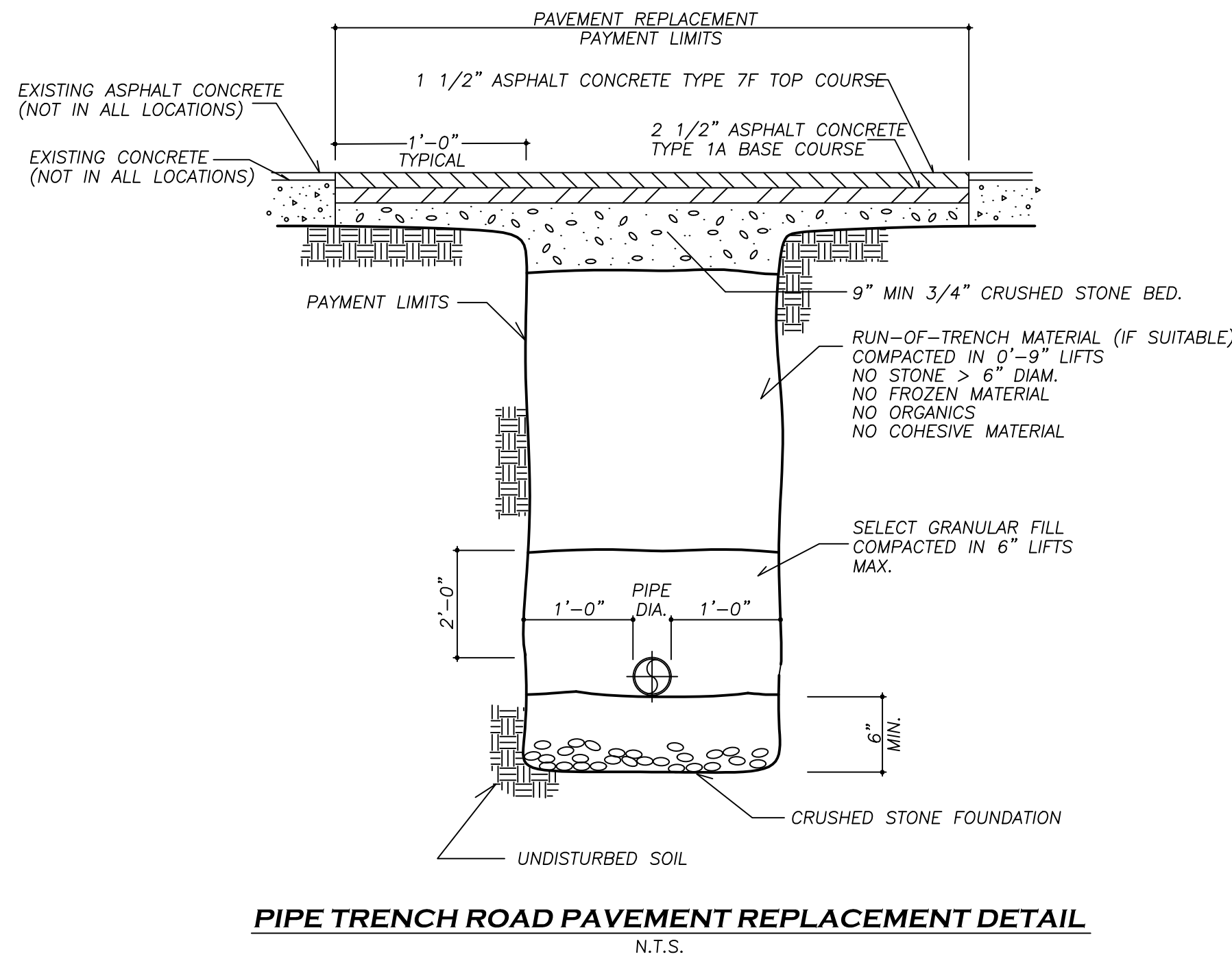
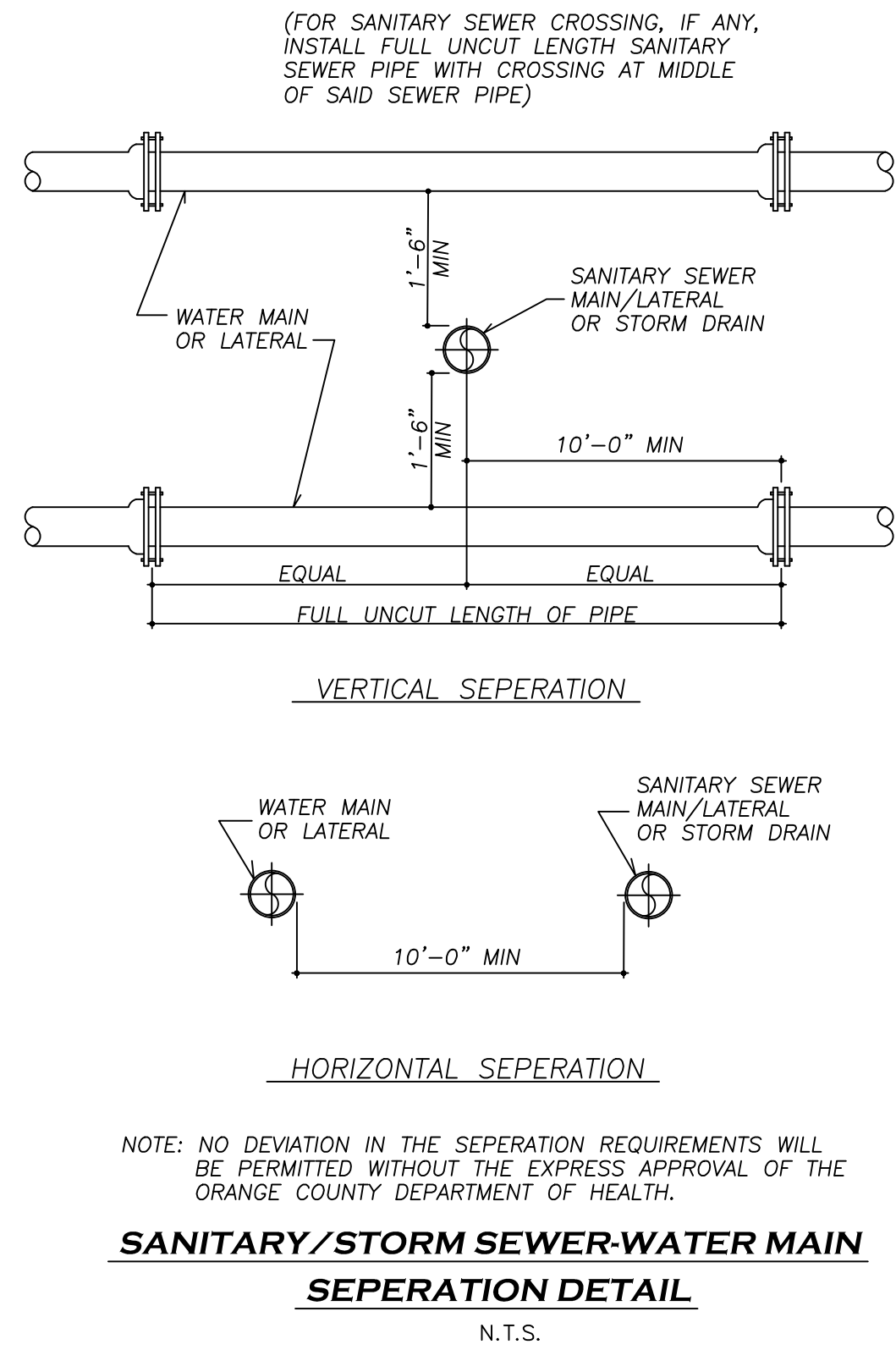
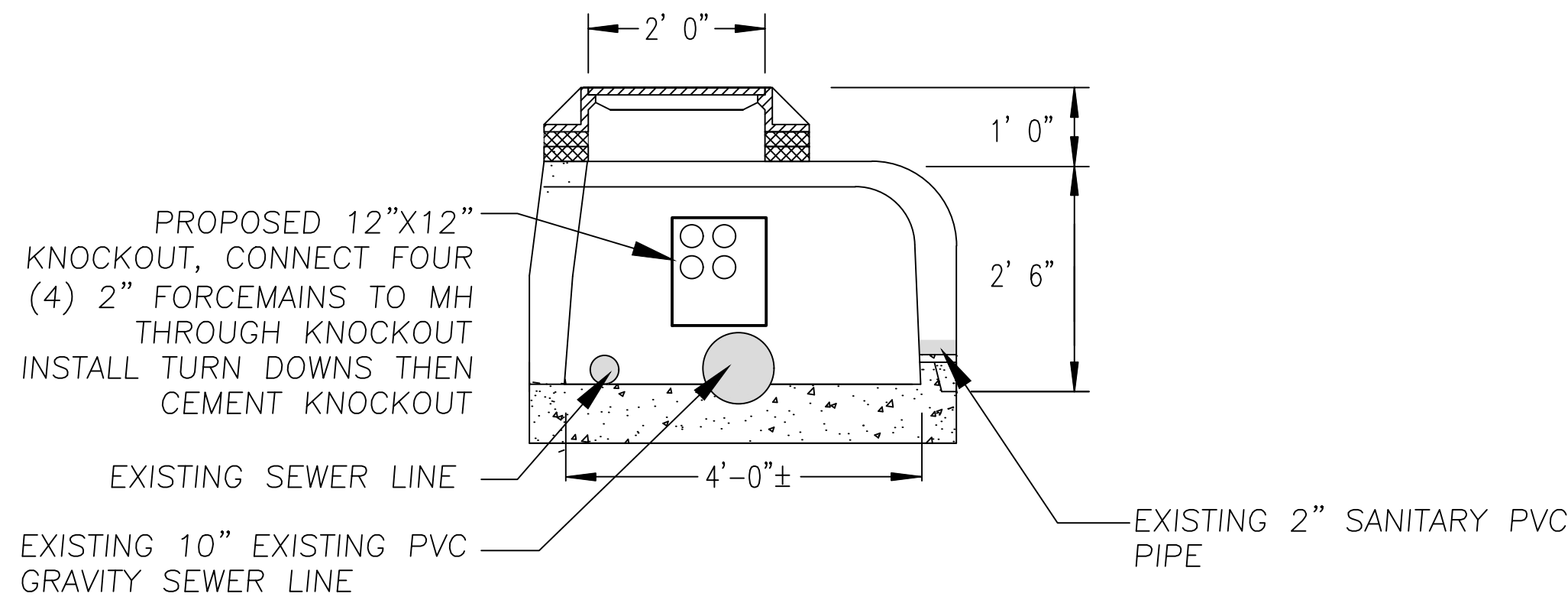
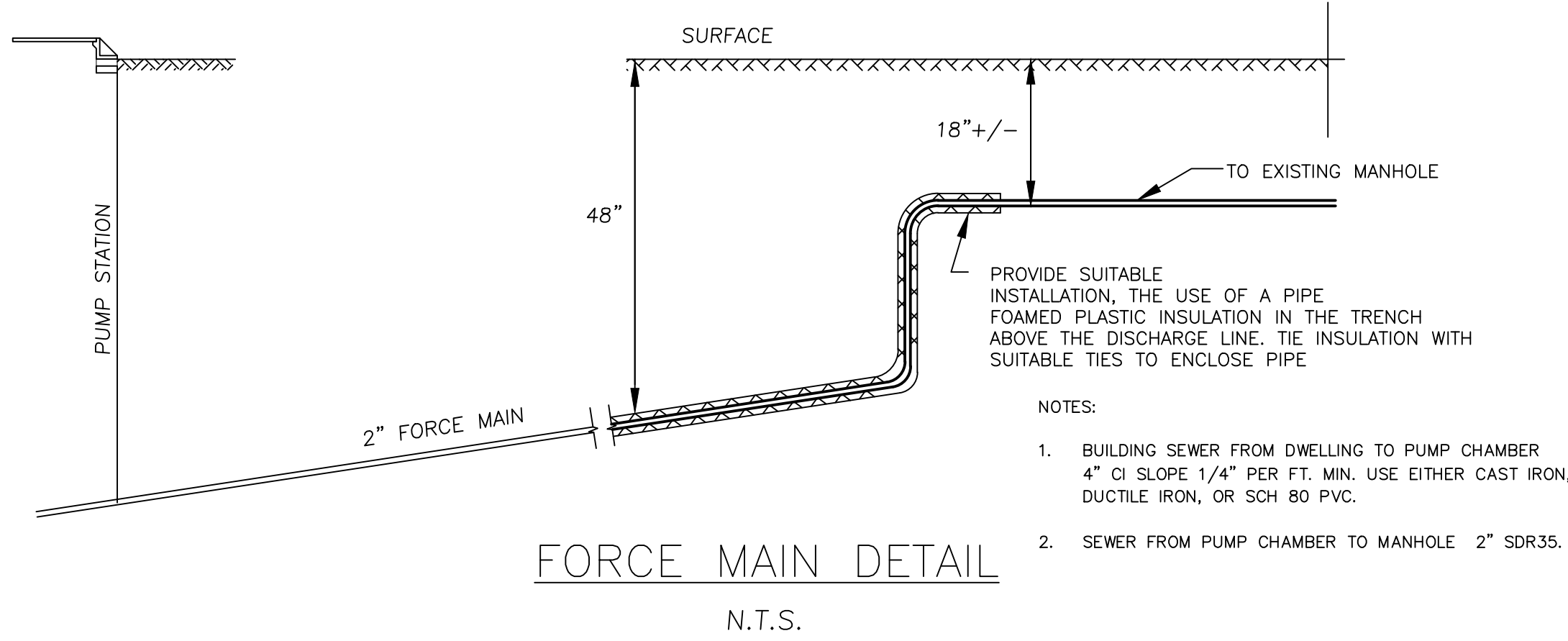
LOT AREA OF DISTURBANCE/ EXCAVATION VOLUME

PROPOSED LOTS	LOT AREA	LIMITS OF DIST. AREA	CUBIC VOLUME YARD FOR FOUNDATION	CUBIC VOLUME YARD OF SOIL TO BE REMOVED	TOTAL
PROPOSED LOT #1	13,727 SF	13,432 SQFT	190 YARDS	200 YARDS	490 YARDS
PROPOSED LOT #2	13,727 SF	BOTH	180 YARDS	300 YARDS	480 YARDS
PROPOSED LOT #3	13,727 SF	5,634 SQFT	200 YARDS	133 YARDS	333 YARDS
PROPOSED LOT #4	13,727 SF	5,453 SQFT	180 YARDS	0 YARDS	180 YARDS
TOTAL:		24,519 SQFT	TOTAL:		1483 YARDS

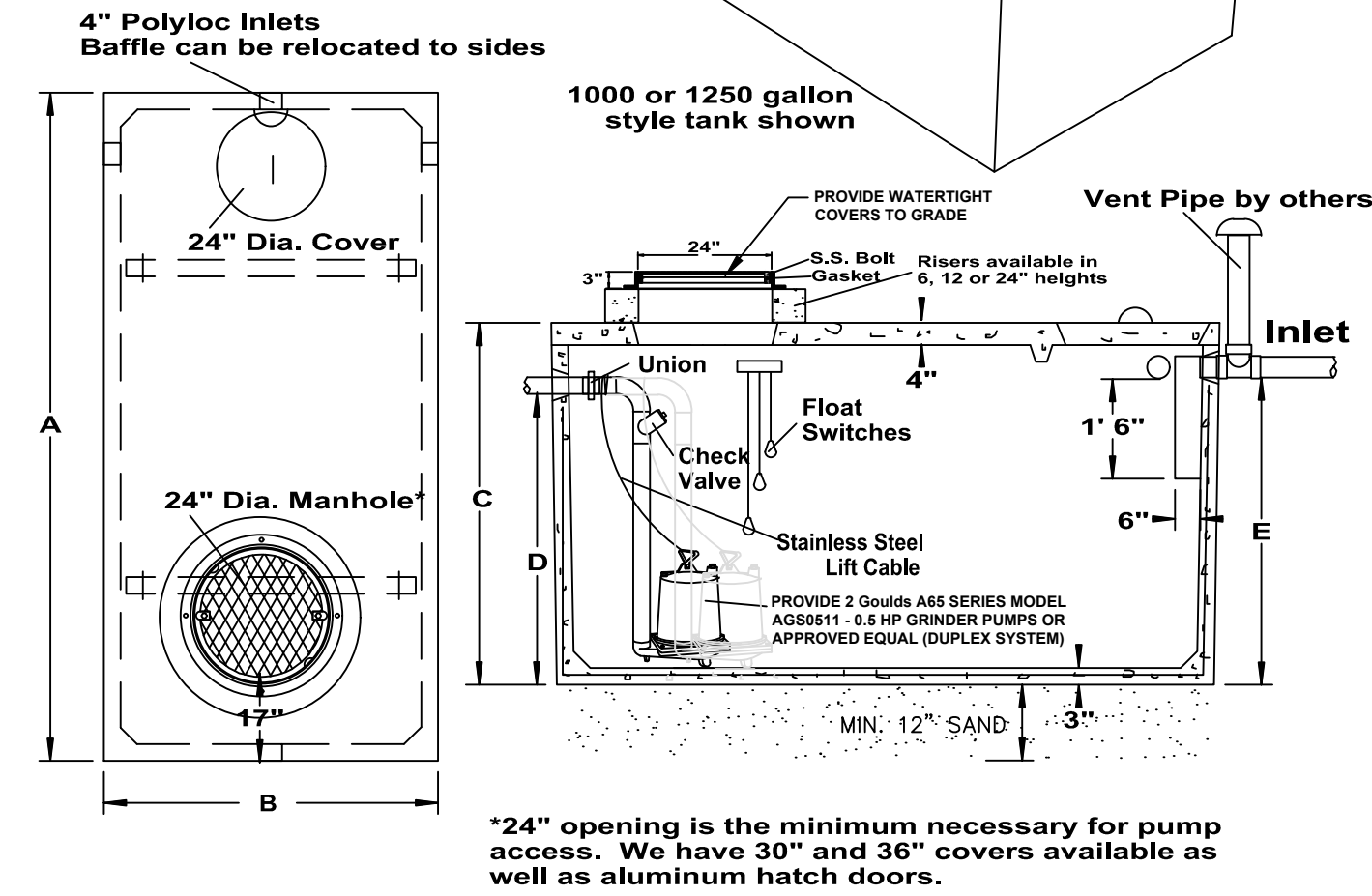
GRAPHIC SCALE



Know what's below.
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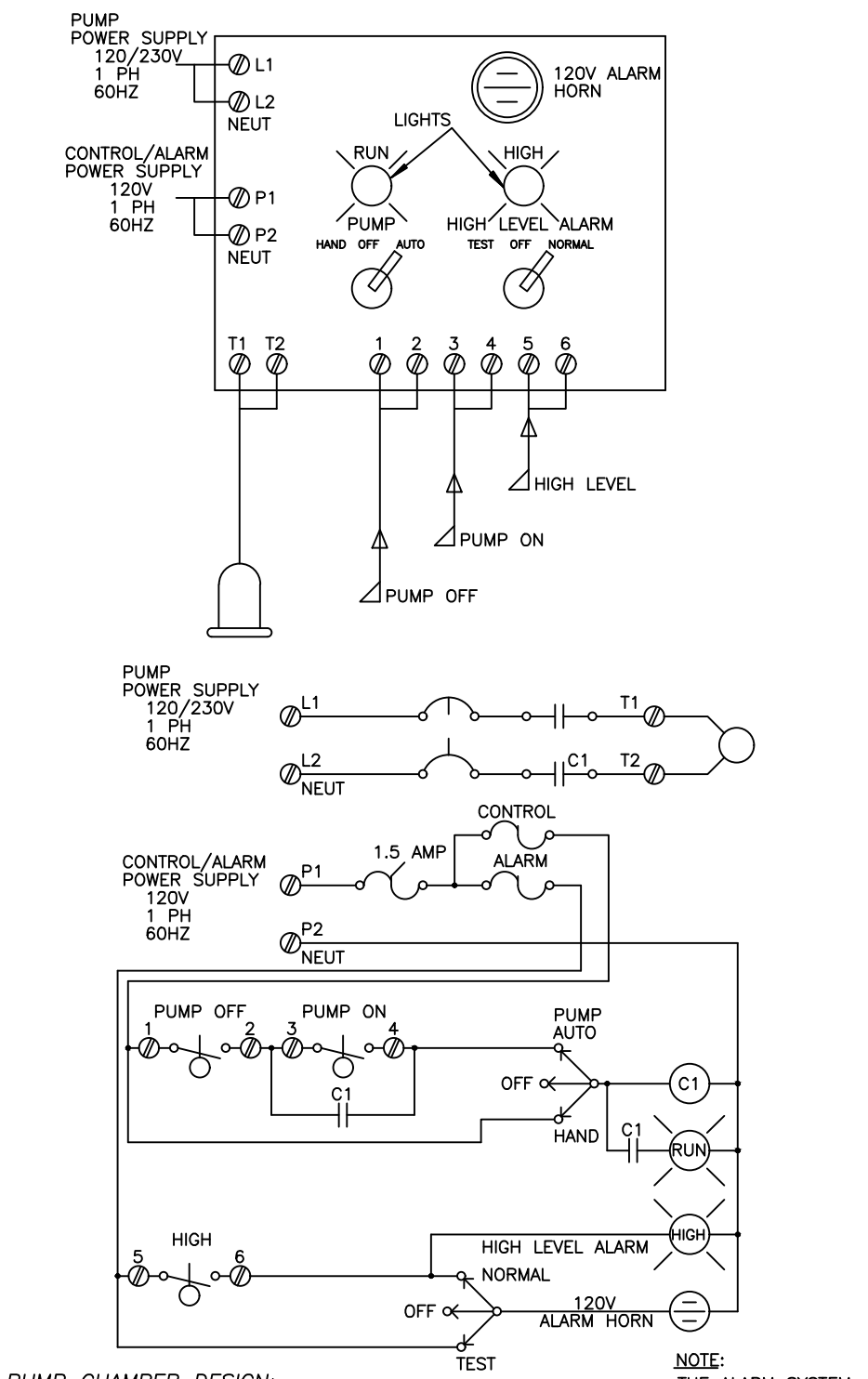
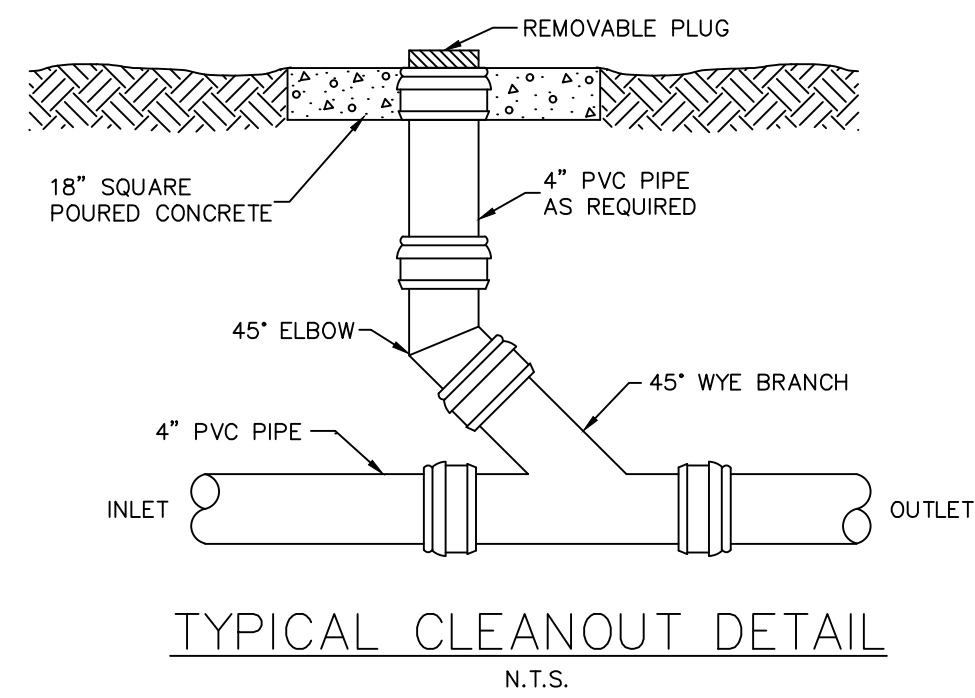


Model	A	B	C	D	E
GT-750	8'	4'	65"	52"	55"
GT-1000	8'-6"	4'-10"	65"	52"	55"
GT-1250	10'	5'	65"	52"	55"
GT-1500	10'-6"	5'-8"	65"	52"	55"
GT-2000	12'	6'-6"	67"	53"	56"
GT-2500	12'	6'-6"	82"	68"	71"
GT-3000	12'	6'-6"	93"	79"	82"



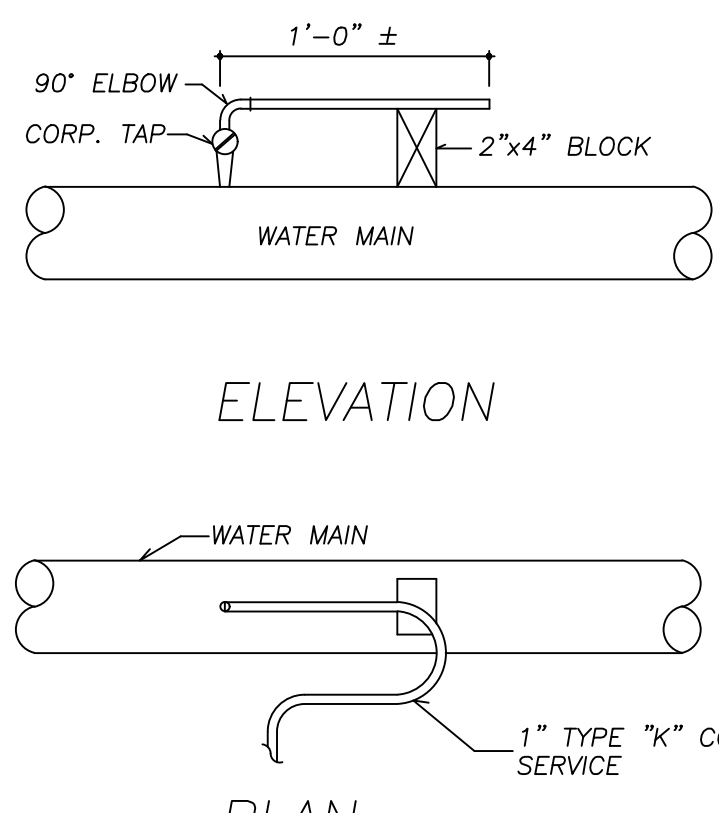
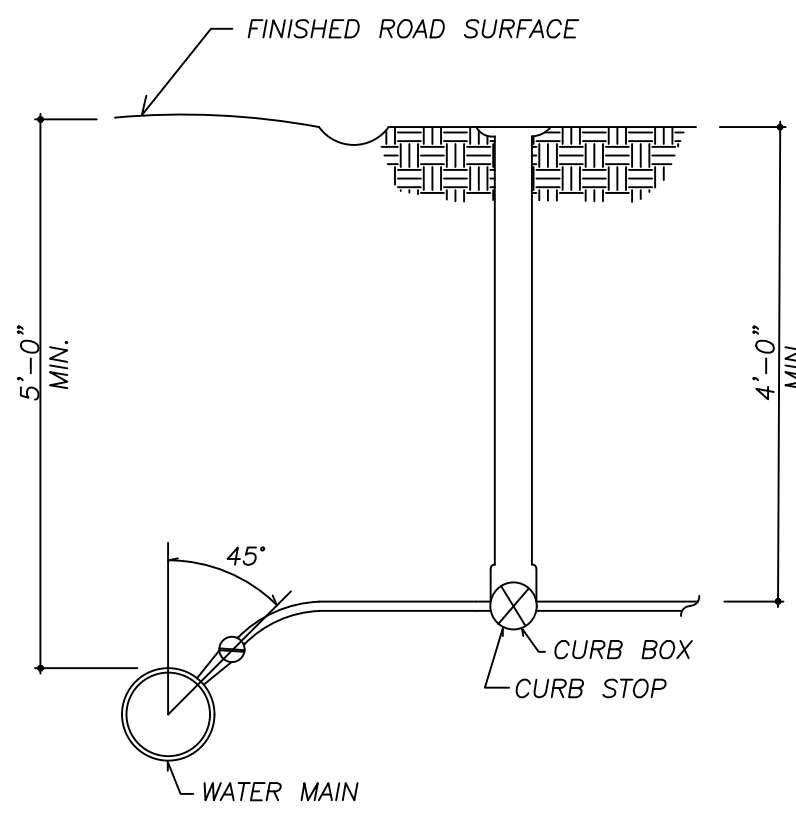
SPECIFICATIONS	PRECAST PUMP CHAMBER TANKS 750 TO 3,000 GALLONS
Concrete Min. Strength: 4,000 psi at 28 days Reinforcement: #3 Rebar, 6x6x10/10 WWM Air Entrainment: 5% Construction Joint: Butyl Rubber Sealant Pipe Connection: Polylok Seal (patented) Weight = varies Load Rating: 300 psf	Woodard's Concrete Products, Inc. 629 Lybolt Road, Bullville, NY 10915 (845) 361-3471 / Fax 361-1050 Page 5C 7/11/03

www.woodardsconcrete.com



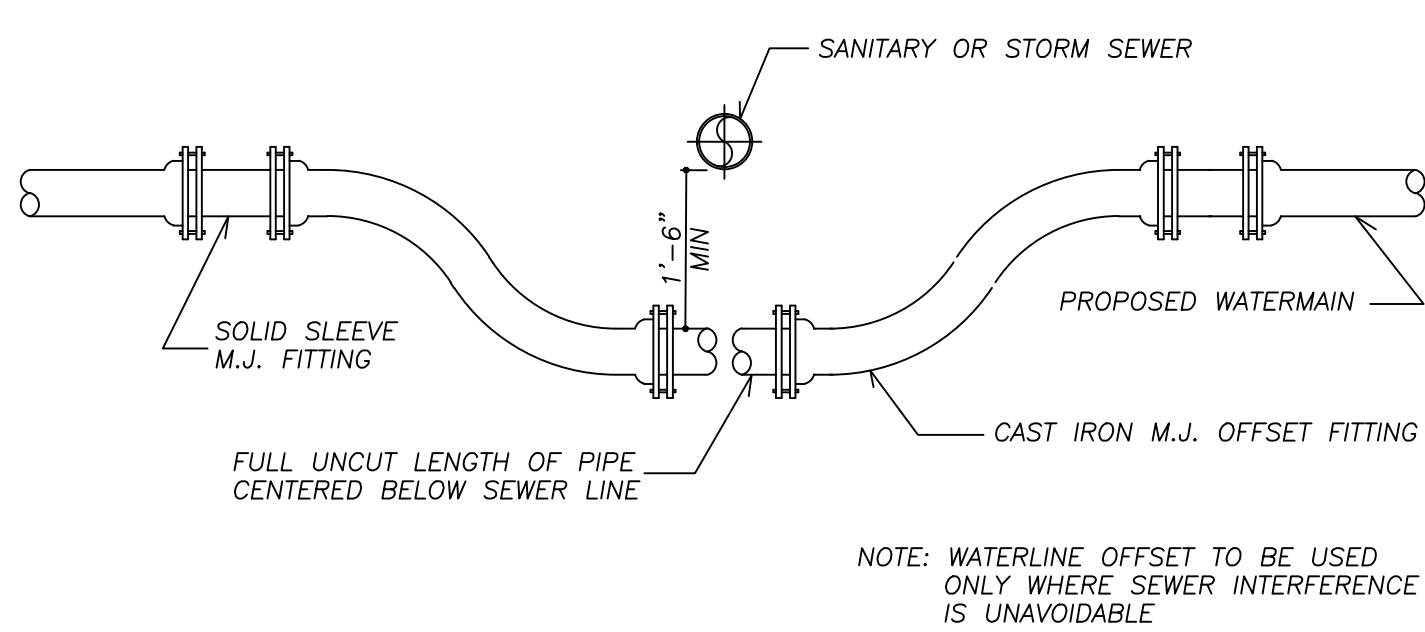
JMH	4/6/26	REDUCED RETAINING WALL TO 4'.
JMH	10/14/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	10/10/24	REVISED AS PER PLANNING BOARD COMMENTS
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JMH	3/6/24	REVISED AS PER CPL COMMENTS DATED 3/5/24
TLM	1/17/24	REVISED AS PER CPL COMMENTS DATED 1/15/24
JMH	11/8/23	REVISED AS PER CPL COMMENTS DATED 10/6/23
JMH	6/15/21	REVISED PUMP AND CALCULATION AS PER CITY OF MIDDLETOWN DPW COMMENTS
SYMB	DATE	ISSUED FOR
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FUSCO ENGINEERING & LAND SURVEYING, P.C. CONSULTING ENGINEERS 233 EAST MAIN ST. MIDDLETOWN, NY 10940 PHONE: (845) 344-5883 FAX: (845) 956-5865		
PROJECT TITLE:	PLAN PREPARED FOR ORANGE TERRACE PROPERTIES LLC	
DRAWING TITLE:	DETAILS	
CITY OF MIDDLETOWN	APPROVED BY:	STATE OF NEW YORK
PREPARED FOR:	AAAF	N.T.S.
ORANGE TERRACE PROPERTIES LLC	DESIGNED BY:	REFERENCE NUMBER:
	AAAF	21-054
	DRAWN BY:	SHEET NUMBER:
	JMH	4
	DATE:	PAGE 4 OF 6
	8/17/17	





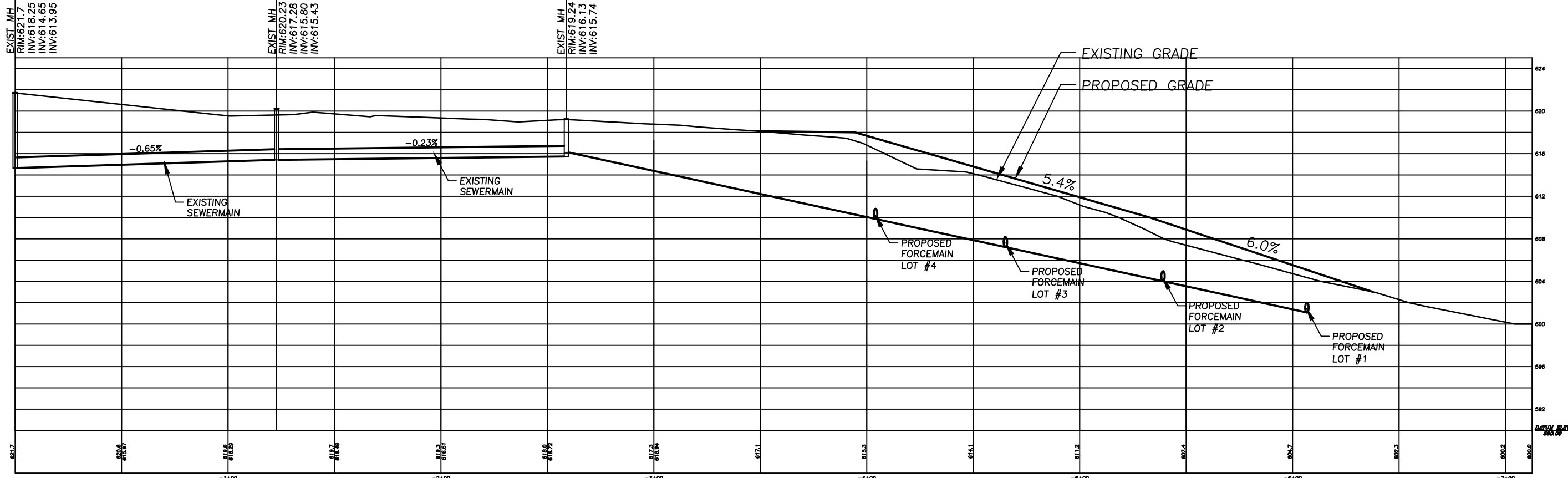
TYPICAL WATER SERVICE DETAIL

N.T.S.

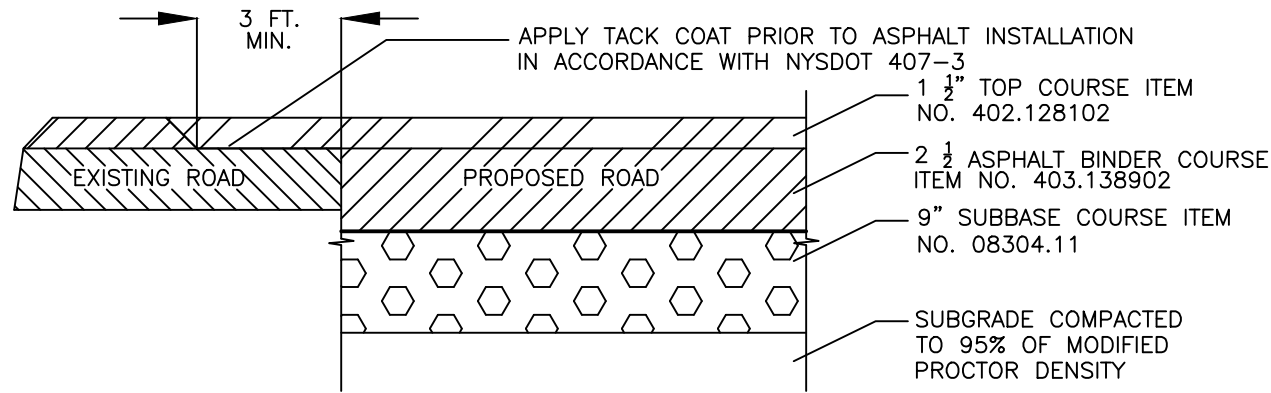


WATERLINE OFFSET DETAIL

N.T.S.

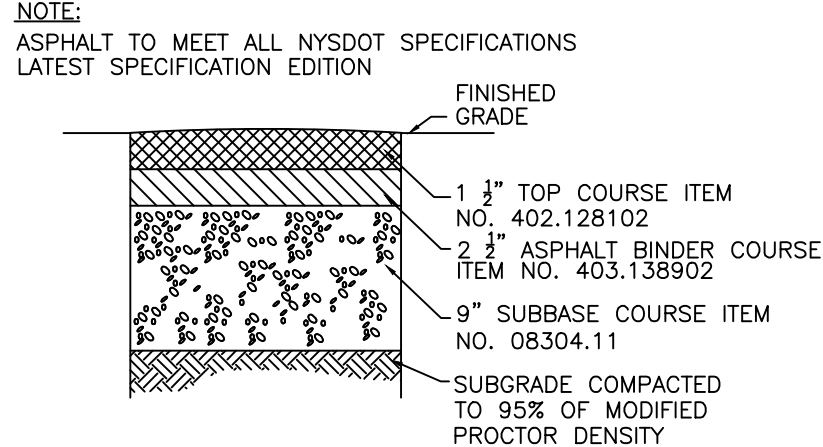


ROAD/SEWER PROFILE
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE 1"=10'



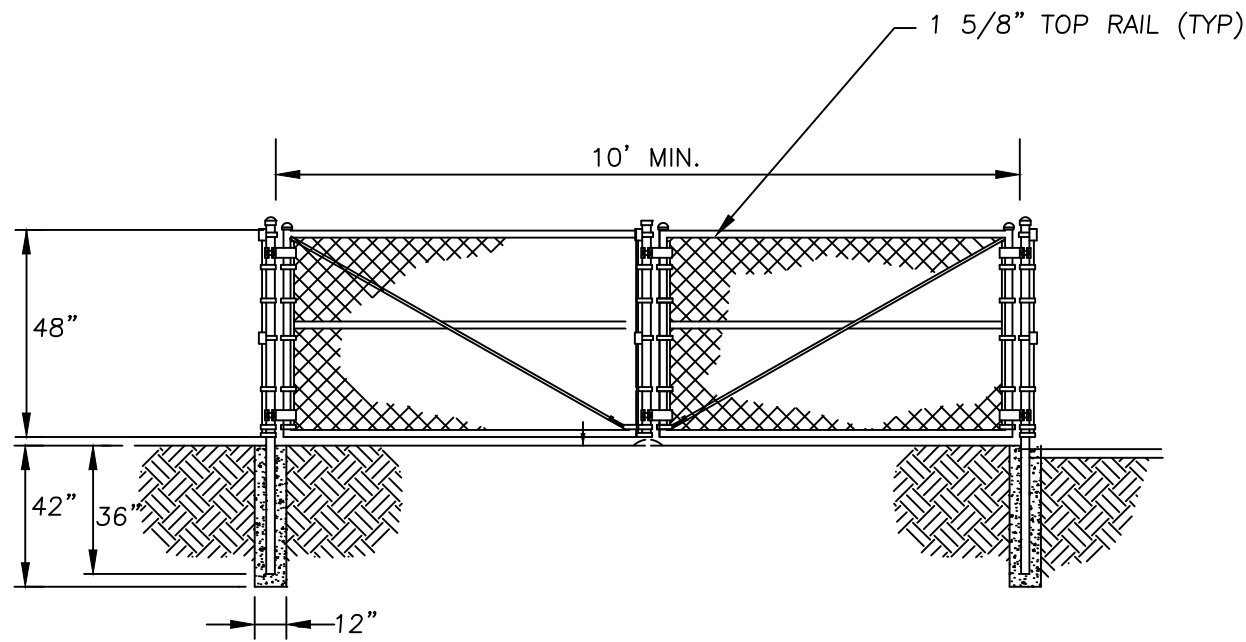
PAVEMENT CONNECTION DETAIL

N.T.S.



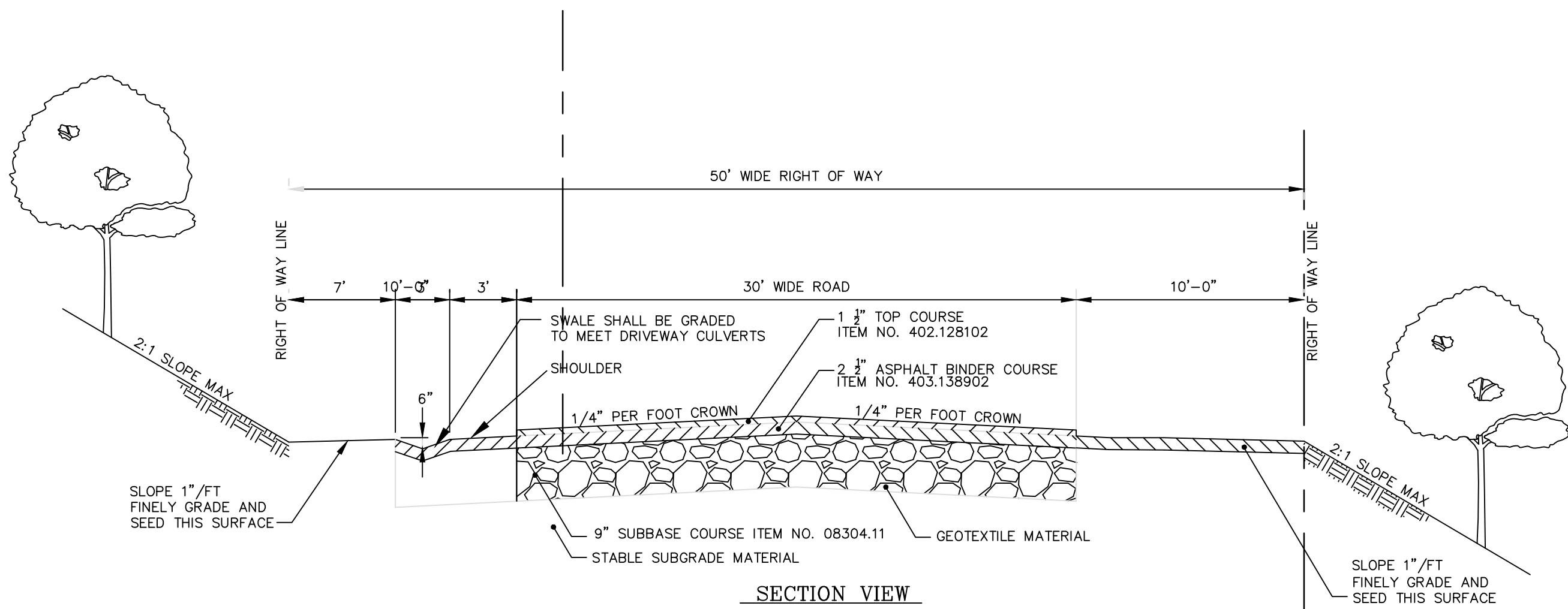
ROAD PAVEMENT DETAIL

N.T.S.



CHAIN LINK FENCE/GATE DETAIL

N.T.S.



SECTION VIEW

RURAL STREET DETAIL

(NOT TO SCALE)

THESE PLANS ARE INCOMPLETE/INVALID UNLESS THEY CONTAIN THE ENGINEER'S SIGNATURE AND SEAL WHERE APPLICABLE AND SHEETS 1 THROUGH 6 OF 6.

JMH	4/6/26	REDUCED RETAINING WALL TO 4'.
JMH	10/14/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	10/10/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	6/27/24	REVISED AS PER PLANNING BOARD COMMENTS
JMH	3/6/24	REVISED AS PER CPL COMMENTS DATED 3/5/24
TLM	1/17/24	REVISED AS PER CPL COMMENTS DATED 1/15/24
JMH	11/8/23	REVISED AS PER CPL COMMENTS DATED 10/6/23
SYMB	DATE	ISSUED FOR

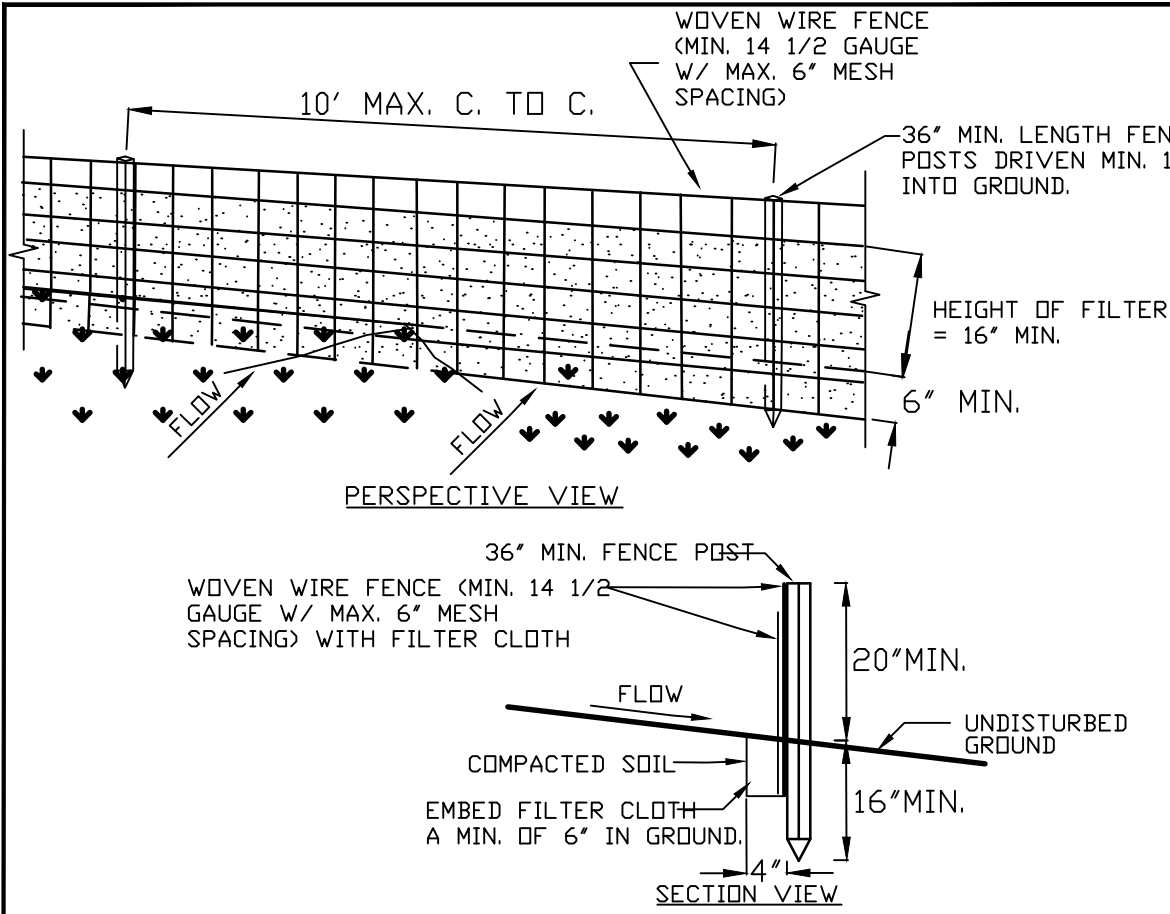
UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT HAVING THE SEAL OF THE LAND SURVEYOR SHALL NOT BE VALID. THIS MAP MAY NOT BE USED FOR OTHER PURPOSES OR TRANSACTIONS. THIS MAP IS COPYRIGHTED BY FUSCO ENGINEERING & LAND SURVEYING, P.C., AND MAY NOT BE SOLD, RENTED, LEASED, PHOTOCOPIED, TRACED, ENLARGED, REDUCED, OR TRANSFERRED IN ANY OTHER WAY WITHOUT THE PRIOR WRITTEN CONSENT OF FUSCO ENGINEERING & LAND SURVEYING, P.C.. ONLY COPIES OF THIS MAP BEARING THE ORIGINAL SEAL OF NEW YORK STATE LICENSED ENGINEER OR LAND SURVEYOR ARE VALID. GUARANTEES OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.



FUSCO ENGINEERING & LAND SURVEYING, P.C.
CONSULTING ENGINEERS
233 EAST MAIN ST.
MIDDLETOWN, NY 10940
PHONE: (845) 344-5863
FAX: (845) 956-5865

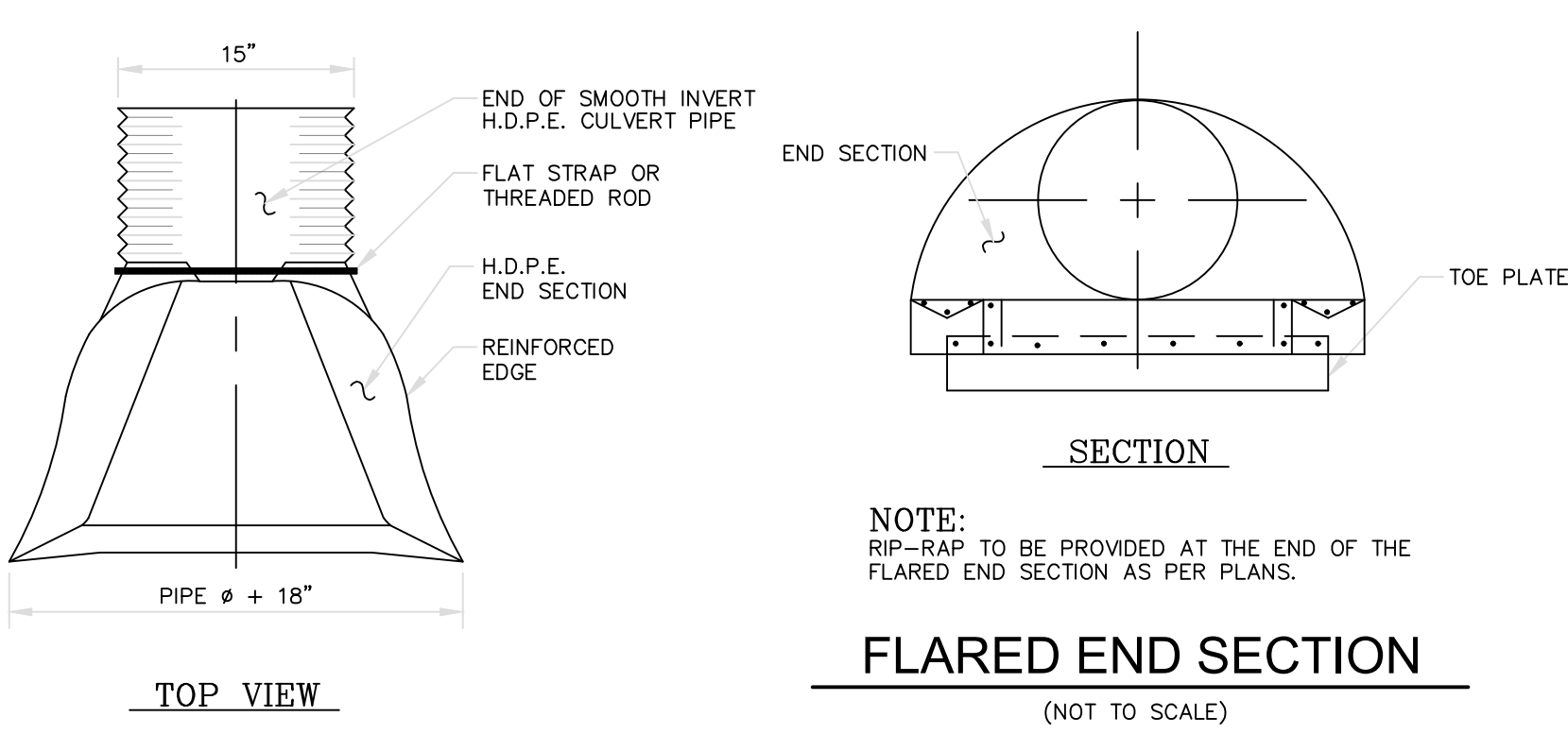
PROJECT TITLE: PLAN PREPARED FOR ORANGE TERRACE PROPERTIES LLC	
DRAWING TITLE: DETAILS	
CITY OF MIDDLETOWN	STATE OF NEW YORK
PREPARED FOR: ORANGE TERRACE PROPERTIES LLC	APPROVED BY: AAF
DESIGNED BY: AAF	REVISION DATE: 4/6/26
DRAWN BY: JMH	DATE: 8/17/17
REFERENCE NUMBER: 21-054	
SHEET NUMBER: 5	
PAGE 5 OF 6	





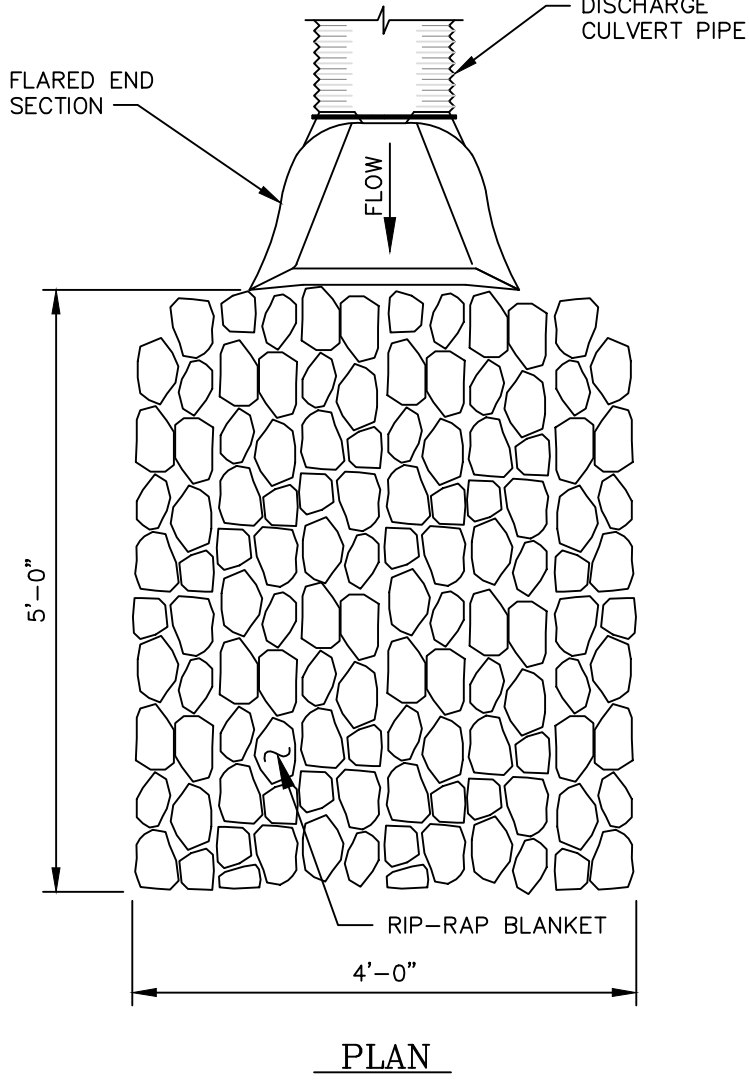
- CONSTRUCTION SPECIFICATIONS**
- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.
 - FILTER CLOTH TO BE TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 12 1/2 GAUGE, 6" MAXIMUM MESH OPENING.
 - WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUIVALENT.
 - PREFABRICATED UNITS SHALL BE GEOFAB, ENVIROFENCE, OR APPROVED EQUIVALENT
 - MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
- ADAPTED FROM DETAILS PROVIDED BY: USDA - NRCS,
NEW YORK STATE DEPARTMENT OF TRANSPORTATION,
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION,
NEW YORK STATE SOIL & WATER CONSERVATION COMMITTEE

SILT FENCE



FLARED END SECTION

(NOT TO SCALE)

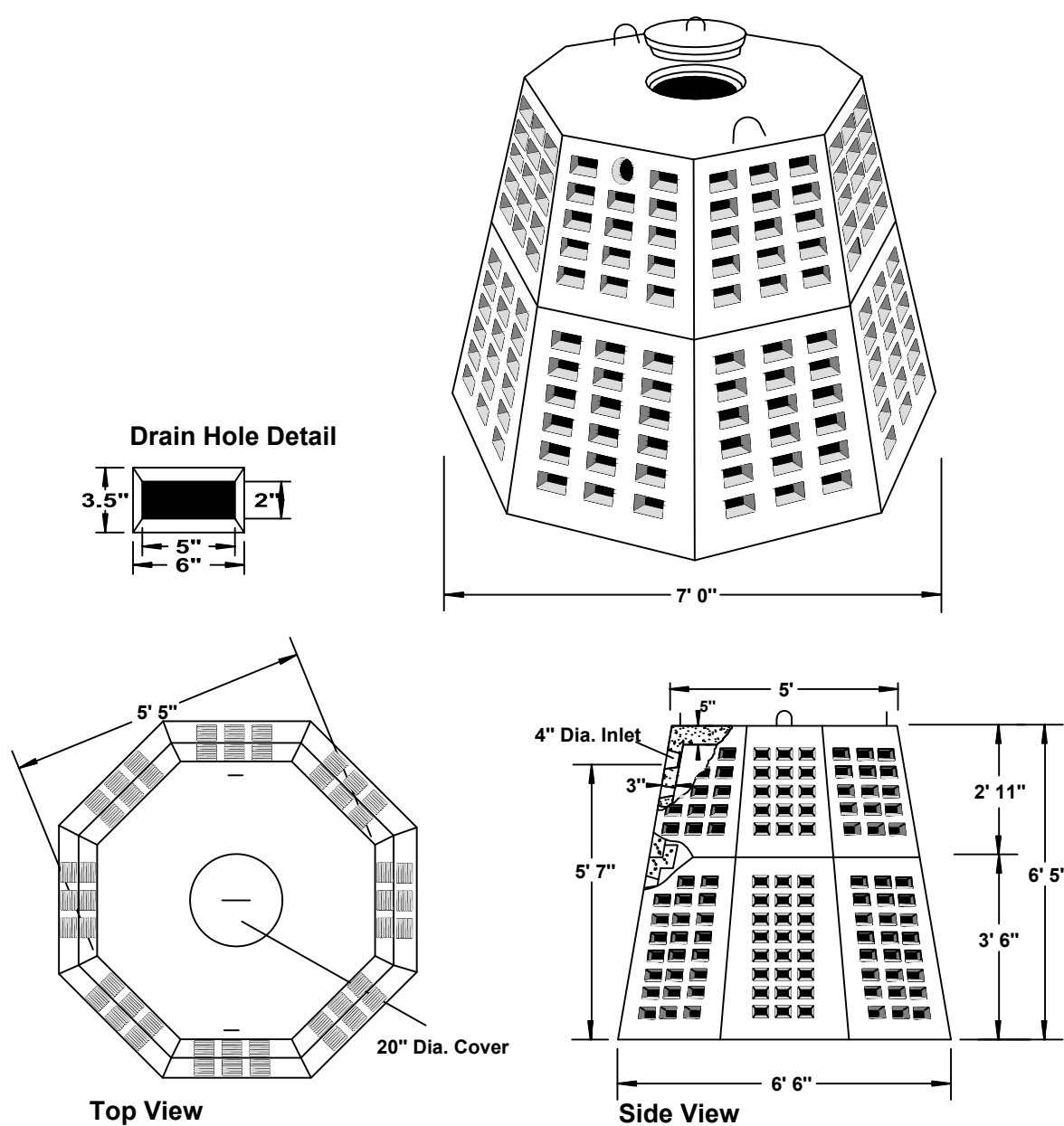


NOTES:

- A RIP-RAP DISSIPATER APRON SHALL BE PLACED AT PIPE DISCHARGE AREAS TO PROTECT AGAINST EROSION.
- ROCK RIP-RAP SHALL BE A MINIMUM OF 9" THICK, WELL GRADED WITH 50% BY WEIGHT LARGER THAN 4" (6" MAXIMUM) IN SIZE.

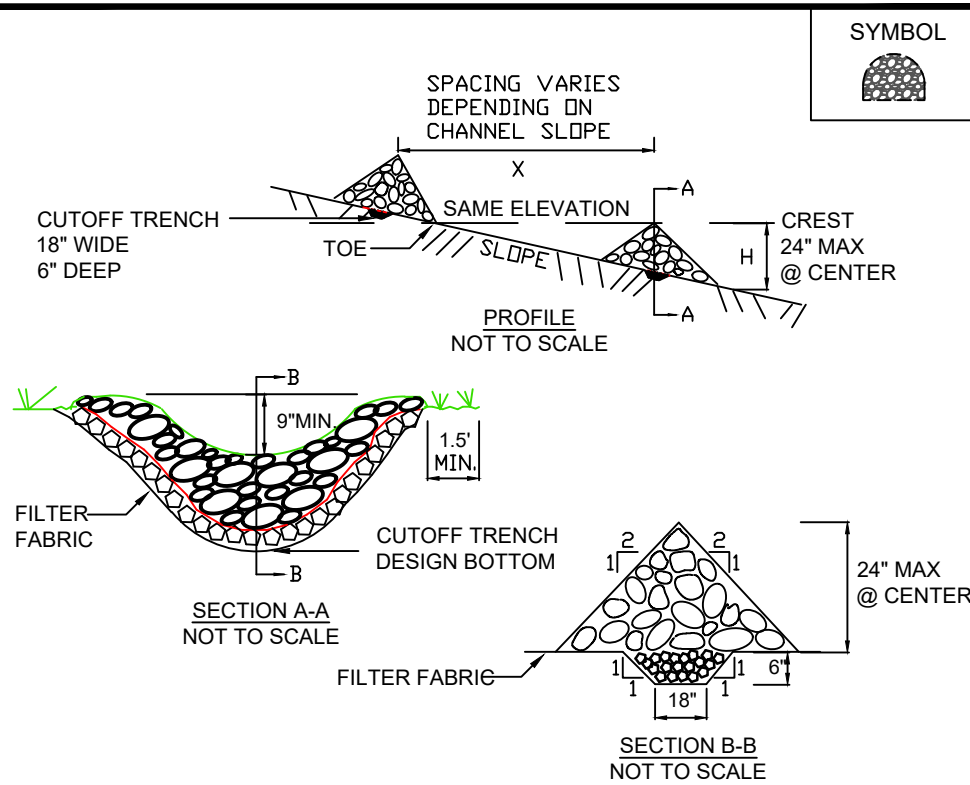
RIP-RAP DISSIPATER DETAIL

(NOT TO SCALE)



SPECIFICATIONS	PRECAST DRY WELLS
Concrete Min. Strength: 4,000 psi at 28 days Reinforcement: #3 Rebar / ASTM A615 Air Entrainment: 5% Capacity = 1,000 gallons Weight = 4,900 lbs Sidewall Area = 104 square feet Load Rating: 300 psf (H20 available)	MODEL DW-6.5 (A+B)/ 1000 GALLONS Woodard's Concrete Products, Inc. 629 Lybolt Road, Bullville, NY 10915 (845) 361-3471 / Fax 361-1050
Page 4D 5/21/02	

www.woodardsconcrete.com



- CONSTRUCTION SPECIFICATIONS**
- STONE WILL BE PLACED ON A FILTER FABRIC FOUNDATION TO THE LINES, GRADES AND LOCATIONS SHOWN IN THE PLAN.
 - SET SPACING OF CHECK DAMS TO ASSUME THAT THE ELEVATIONS OF THE CREST OF THE DOWNSTREAM DAM IS AT THE SAME ELEVATION OF THE TOE OF THE UPSTREAM DAM.
 - EXTEND THE STONE A MINIMUM OF 1.5 FEET BEYOND THE DITCH BANKS TO PREVENT CUTTING AROUND THE DAM.
 - PROTECT THE CHANNEL DOWNSTREAM OF THE LOWEST CHECK DAM FROM SCOUR AND EROSION WITH STONE OR LINER AS APPROPRIATE.
 - ENSURE THAT CHANNEL APPURTENANCES SUCH AS CULVERT ENTRANCES BELOW CHECK DAMS ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONE.

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
NEW YORK STATE SOIL & WATER CONSERVATION
COMMITTEE

CHECK DAM

THESE PLANS ARE INCOMPLETE/INVALID UNLESS THEY CONTAIN THE ENGINEER'S SIGNATURE AND SEAL WHERE APPROPRIATE AND SHEETS 1 THROUGH 6 OF 6.

JMH	4/6/26	REDUCED RETAINING WALL TO 4'.
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JMH	11/8/23	REVISED AS PER CPL COMMENTS DATED 10/6/23
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FUSCO ENGINEERING & LAND SURVEYING, P.C.
CONSULTING ENGINEERS

233 EAST MAIN ST.
MIDDLETOWN, NY 10940

PHONE: (845) 344-5883
FAX: (845) 956-5865

PROJECT TITLE: PLAN PREPARED FOR ORANGE TERRACE PROPERTIES LLC

DRAWING TITLE: DETAILS

CITY OF MIDDLETOWN

STATE OF NEW YORK

PREPARED FOR: ORANGE TERRACE PROPERTIES LLC

APPROVED BY: AAF

SCALE: N.T.S.

DESIGNED BY: AAF

REVISION DATE: 4/6/26

DRAWN BY: JMH

DATE: 8/17/17

SHEET NUMBER: 21-054

SHEET NUMBER: 6

PAGE 6 OF 6





CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 196-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Accepting \$3,750 In Donations to Support the National Night Out Against Crime

Be It Resolved, that the Common Council concurs with the Board of Estimate and Apportionment and hereby accepts the following donations from local businesses and community supporters in support of the Middletown Police Department's 2026 National Night Out Against Crime:

Donor	Amount
-------	--------

Friends of Janet	\$250.00
------------------	----------

Piccolo	\$250.00
---------	----------

Todd Lyons	\$250.00
------------	----------

Paving	
First	\$1,000.00
Federal	
Savings of	
Middletown	
Olde Erie	\$250.00
Brew Pub	
& Grille	
Hoffman	\$250.00
Lodge	
Johnny's	\$250.00
Auto	
Service	
Amber's	\$250.00
Sub Shop	
Star Paint	\$750.00
& Body	
Work	
Oran	\$250.00
Pachter	
DMD PC	
Total	\$3,750.00

Be it further resolved that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit **\$3,750.00** into **A.2705.06 – Police Donations** and to increase **A.3120.501 – Community Expense** by **\$3,750.00** to support expenses associated with National Night Out Against Crime.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	national night out 2026
----	-------------------------

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

July 30, 2026

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

Dear Mayor DeStefano and Members of the Board of Estimate,

We are in receipt of the below listed donations from local businesses supporting our National Night Out Against Crime. We are requesting permission to accept these donations into the Police Donation budget line A.2705.06.

Furthermore, we request to increase the A.3120.501 community expense line by the same amount.

Friends of Janet Sutherland \$250
Piccolo Cucina \$250
Todd Lyons Paving \$250
First Federal Savings of Middletown \$1000
Olde Erie Brew Pub & Grille \$250
Hoffman Lodge \$250
Johnny's Auto Service \$250
Amber's Sub Show \$250
Star Paint & Body Work \$750
Oran Pachter DMD PC \$250

Total \$3750

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 197-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Agreement with HONOR

Be it resolved, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the City of Middletown Police Department to enter into a three-year Memorandum of Understanding (MOU) with HONOR to provide coordinated services, outreach, referrals, and support for at-risk youth.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	HONOR MOU-MPD
----	---------------

Memorandum of Understanding between HONOR and City of Middletown Police Department

Purpose: This Memorandum of Understanding ("MOU") establishes a collaborative partnership between HONOR and the City of Middletown Police Department to improve youth safety, increase diversion from juvenile justice, reduce youth homelessness, improve crisis response, prevent trafficking, improve coordinated outreach, and strengthen referrals. The parties agree to coordinate services consistent with the following requirements, regulations, and laws: Runaway and Homeless Youth Act, BCP requirements, Child Abuse Prevention and Treatment Act, and mandatory reporting laws.

We agree that through this MOU we seek to improve youth safety, prevent exploitation and trafficking, promote family stabilization and reunification whenever safe to do so, and reduce repeated runaway episodes.

The responsibilities of each party are outlined below.

HONOR agrees to:

Maintain 24/7 referral availability, accept referrals whenever shelter capacity exists, provide crisis stabilization, conduct immediate needs assessment, provide transportation when appropriate, notify law enforcement regarding safety threats, and coordinate reunification.

City of Middletown Police Department agrees to:

Refer eligible youth to HONOR, utilize diversion whenever appropriate, contact HONOR prior to detention when feasible, coordinate wellness checks, participate in multidisciplinary responses, assist during emergencies, and participate in outreach operations.

Joint responsibilities of both parties: Identify and share information on youth gathering locations, conduct joint outreach, distribute resources and preventive materials on youth trafficking. Both parties agree to conduct standardized human trafficking screening tools. Use trauma-informed interviewing, coordinate victim-centered investigations, participate in multidisciplinary trafficking responses, and support victim safety planning. Furthermore, both parties agree to conduct joint trainings on the topics of trauma-informed care, adolescent development, positive youth development, crisis intervention, mandatory reporting, and de-escalation techniques.

Both agencies agree to comply with RHY confidentiality requirements, HIPAA, FERPA, state child welfare confidentiality laws, and federal privacy requirements. No personally identifiable youth information shall be released without legal authorization or written consent except where mandatory reporting applies.

This MOU shall be effective for 3 years beginning on _____ and ending on _____.

By signing below, the parties acknowledge that they have reviewed and agree to the terms and responsibilities outlined in this Memorandum of Understanding.

Chief of Police
City of Middletown Police Department

Printed Name: _____

Date: _____

Executive Director
HONOR

Printed Name: _____

Date: _____



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 198-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing an Agreement with Orange-Ulster BOCES for ESL Intake Classes

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement with Orange Ulster BOCES (OUBOCES) ESL to utilize the Recreation Campus for intake classes.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	BOCES ESL Intake
----	------------------

City of Middletown, New York
2026 REVOCABLE PERMIT FOR USE OF

MIDDLETOWN RECREATION & PARKS DEPARTMENT FACILITY

TYPE OF EVENT: New esp student intakes
AUTHORIZED AGENT: Minerva Santos / BOCES PHONE: 781-6715 ext. 10816
ADDRESS: _____ ZIP: _____
DATE REQUESTED: Monday Wed / Thursday HOURS: 5p-8p
ESTIMATED ATTENDANCE _____ AREA REQUESTED: gymnasium conference room
NUMBER OF CHAIRS 10 NUMBER OF TABLES 2 PA SYSTEM _____
SPECIAL REQUESTS _____

*PLEASE NOTE: The Middletown Recreation & Parks Department is a public facility; alcohol and smoking are NOT ALLOWED.

A user fee in accordance with the below schedule is required thirty (30) days prior to the date of the event. Failure to post the user fee on or before the proper date with the Recreation & Parks Department office will automatically cancel the reservation.

Gymnasium \$50.00/hr. - Middletown Non-Profit Organizations
& \$100.00/hr. - Non Middletown Non-Profit Organizations
Conference Room \$100.00 Refundable security deposit if all stipulations are met
\$100 Deposit is due at time of reservation. Deposit must be a separate form of payment (cash, check, credit/debit or money order)

Facility Usage Fee N/A + \$100 deposit paid on: N/A

Any club or organization utilizing the Middletown Recreational Facility for any purpose shall furnish to the City of Middletown at least 30 days prior to the date upon which the event is scheduled, a Certificate of Insurance and endorsement naming the City of Middletown as an "ADDITIONAL INSURED". No alcohol permitted on premises. This event is NOT EXEMPT from the City of Middletown "Noise Ordinance" Chapter 332-2 in the Middletown City Code. Organizations are required to submit a Certificate of Insurance and endorsement with the City of Middletown named as an "ADDITIONAL INSURED" (Minimum Coverage = \$1,000,000 Bodily Injury & Property Damage Liability) 30 days prior to event along with any other paperwork required. These insurance requirements do not apply where the organization is a local government entity. FAILURE TO ADHERE TO THE ABOVE INSURANCE REQUIREMENTS AUTOMATICALLY CANCELS THIS RESERVATION

The undersigned requests permission to use the facility indicated above and in consideration of said use, agrees to completely clean the area(s) used the same day of the event to the satisfaction of the Supt. of Recreation & Parks or his agent. Failure to clean the area will result in the City of Middletown cleaning the area used, and the sponsoring organization will forfeit the deposit and reimburse the City of Middletown for the any other cost that may be incurred as determined by the Supt. of Recreation & Parks.

The undersigned does hereby agree to pay for any and all damages to equipment or property of the City of Middletown used by said organizations, members, guests or visitors.

I, the undersigned responsible official, state that I am authorized to sign this application on behalf of the above organization & bind said organization to the statements, representations and agreements set forth in this application. I will assume complete responsibility on behalf of the organization which I represent & both the organization & I fully accept the rules & regulations of the City of Middletown, including insuring reimbursement to the City of Middletown for all legitimate fees & charges which may be assessed & for any damage done to the City of Middletown property as a result of the above organization's use of the same. Additionally, both the above organization and I hereby agree to the fullest extent of the law, to indemnify, defend & hold the City of Middletown & their agents & employees harmless from & against any and all claims, liabilities, lawsuits, actions & proceedings which may arise from or in connection with the use of the City of Middletown facilities by the above organization.

THIS IS A REVOCABLE PERMIT SUBJECT TO CHANGE, IF NECESSARY

Authorized Agent _____

Authorized Agent Signature Kelli B. Duoke Date 7/30/26

Approved by Recreation Dept. Staff Minerva Santos Date 7/16/2026

For Office Use Only

Date Security Deposit received _____ Form of Payment _____

Date Security deposit returned _____ Signature of authorized agent _____

If deposit was forfeited please attach a written explanation of reasoning and City of Middletown receipt.

ADMINISTRATION

Deborah McBride Heppes
Chief Operating Officer

Kerri B. Stroka, EdD
Deputy Superintendent

Mark P. Coleman
Assistant Superintendent
Finance and Management Services



BOARD MEMBERS

Eugenia S. Pavlek, President
William M. Boss, Vice-President
Michael Bello
Lawrence E. Berger
Martha Bogart
David Eaton
Edwin A. Estrada

Jennifer Zupetz
Clerk of the Board

Division of Adult Education and Practical Nursing

Director
Sara Puccio
845-291-0300 x10310

Assistant Director
Russell Burns, EdD
845-291-0300 x10320

**Coordinator of Adult
and Continuing
Education**
Renee Mulligan
845-781-6715 x10335

**Coordinator of
Vocational Programs
Adult and Continuing
Education**
Shaniquah Gabino
845-781-6715 x10809

**Newburgh Adult
Learning Center**
3 Washington Center,
First Floor
Newburgh, NY 12550

**Adult Education at
Amy Bull Crist Area
Education Center on
Gibson Road**
53 Gibson Road
Goshen, NY 10924

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

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

The program will begin on or about July 1, 2026 and will end on or before June 30, 2027,

Mondays, Wednesdays, and Thursdays from 5 PM – 8 PM.

Obligations assumed by OU BOCES:

1. To aid in the establishment of literacy classes to include English as a Second Language (ESL).
2. The classes will meet as mutually agreed upon.
3. The instructors and facilitators for the program will be selected, supervised and paid by OU BOCES.
4. No tuition charges for this program will be made by OU BOCES to MIDDLETOWN PARKS AND RECREATION DEPARTMENT of Middletown.
5. OU BOCES will be the sole agent responsible for accepting requests for registrations, contacting new students and arranging for their admission to class.
6. Preference for admission to the program will be given to individuals from MIDDLETOWN PARKS AND RECREATION DEPARTMENT and the surrounding area.

**Obligations assumed by the MIDDLETOWN PARKS AND RECREATION
DEPARTMENT of Middletown:**

1. MIDDLETOWN PARKS AND RECREATION DEPARTMENT will provide suitable classroom space.
2. Individuals seeking literacy services will be advised of pertinent information relative to the nature of the program, its duration, and the time and days that the class meets.
3. MIDDLETOWN PARKS AND RECREATION DEPARTMENT will make no monetary charge for the use of the facilities to either OU BOCES or the students in the program.

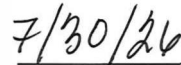
**Additional obligations of OUBOCES and MIDDLETOWN PARKS AND RECREATION
DEPARTMENT of Middletown:**

- a. The OU BOCES shall provide during the life of this agreement general liability and property damage liability covering its operations and use of the premise under this agreement, the limits of coverage to be \$1,000,000 for any one accident, subject to a limit of \$1,000,000 for bodily injury, including wrongful death, for any one person. Property damage liability coverage shall be \$500,000 for each occurrence. All such insurance policies shall be written in the name of OU BOCES, and shall name the Externship Facility as an additional insured, the originals of said policies shall at all times on file with OU BOCES with a certificate of insurance to be issued the Externship Facility. OU BOCES has a \$10,000,000 umbrella policy.
- b. Each party shall indemnify, defend and hold the other harmless from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs, arising out of the indemnifying party's intentional or negligent acts or omissions. This provision shall survive any expiration, termination or non-renewal of this Agreement.
- c. This Agreement shall be governed by the laws of the State of New York. Any lawsuit arising under the terms and conditions of this Agreement shall be brought in the Supreme Court of the State of New York for the County of Orange.
- d. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by parties.

This agreement shall commence on July 1, 2026 and end on June 30, 2027. OU BOCES shall have the option to renew this agreement for an additional like period upon written notice to the Facility no less than thirty (30) days of the termination of this agreement, or as otherwise agreed to by both parties in writing.



KERRI STROKA
Deputy Superintendent
Orange-Ulster BOCES



DATE

Joseph DeStefano
Mayor
Middletown

DATE



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 199-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution to Accepting a \$330 Donation from Old Skewl Sports

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a \$330 donation from Old Skewl Sports to be utilized for Summer Camp Scholarships; and

BE IT FURTHER RESOLVED, that the City Treasurer is hereby authorized and directed to increase budget line A.2705.07 - Summer Camp Scholarships by \$330.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 200-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$428 Budget Transfer to for Registration Fees for Alderman Gomez to Attend NYCOM Fall Training

Be it resolved the the Common Council of the City of Middletown authorizes a \$428 budget transfer to cover registration for Alderman Gomez to attend NYCOM Fall Training Conference.

From Account	To Account	Amount
A.1010.400 – Contractual Services	A.1010.433 – Personnel Training	\$427.52

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 201-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing Senior Transportation Services Agreement With Orange County

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with the County of Orange for Senior Transportation Services for the period beginning July 1, 2026, and ending December 31, 2026, for an amount not to exceed \$37,185.00; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign the agreement and accept the funding, and the Mayor and Treasurer are authorized to execute any necessary agreements, amendments, contracts, and Requests for Funding related thereto on behalf of the City of Middletown.

Prepared by:
Raelynn Bertholf, Supt of Recreation and Parks

Attachments:

1.	IR2026 - 001003- City of Middletown Base 2026 (exec. version 7-15-26)
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AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this **1st day of July, 2026** (this “Agreement”), by and between the **COUNTY OF ORANGE**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York 10924 and **CITY OF MIDDLETOWN**, a municipal corporation with principal offices at 16 James Street, Middletown, New York 10940, hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (collectively the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the COUNTY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the COUNTY after consultation with the COUNTY Department head responsible for the oversight of this Agreement (hereinafter “Department Head”).

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning July 1, 2026 and ending December 31, 2026.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES may be modified by mutual written agreement, the COUNTY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the COUNTY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the COUNTY may reasonably require. The COUNTY will pay the proper amounts due VENDOR within sixty (60) days after receipt by the COUNTY of an invoice, and if the

invoice is objectionable, will notify VENDOR, in writing, of the COUNTY’s reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not to exceed cost of **\$37,185.00** has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Executive of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the COUNTY will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the COUNTY’s authorization by the County Executive is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR 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. VENDOR makes such representations and warranties to induce the COUNTY to enter into this Agreement 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 Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. 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 otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, 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 Agreement or in the proceeds thereof, unless such person (1) if 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 their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing their interest in this Agreement or seek 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 Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this

Agreement. 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 Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the COUNTY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article 7.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. As an independent contractor, VENDOR

shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUB-CONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the County Executive of the COUNTY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the COUNTY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the COUNTY and if so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the COUNTY except so much thereof as may be necessary to pay VENDOR's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This Agreement may be assigned by the COUNTY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. 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 12. AUDIT BY THE COUNTY AND OTHERS

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, 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 of New York, 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. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY who have been fully informed as to the nature of the SERVICES to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 ea. accident \$500,000 disease ea. employee \$500,000 disease policy limit
Automobile Liability (Incl. Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Incl. Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

VENDOR will provide COUNTY with certificates of insurance evidencing VENDOR's compliance with these requirements prior to execution of this Agreement by COUNTY.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by

or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY's Risk Management Division and the Department Head and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the SERVICES, VENDOR will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.

C. Immediate notice shall be given to the COUNTY through the Department Head and the COUNTY's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the

negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of VENDOR's negligence, fault, act or omission, then the COUNTY shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to COUNTY property, including property and equipment leased by the COUNTY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article 15.

The 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 by this Agreement.

ARTICLE 16. TERMINATION

The COUNTY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY's convenience, (2) upon the failure of VENDOR to comply with any of the terms or conditions of this Agreement, or (3) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all COUNTY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article 16, the COUNTY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, any SERVICES procured by the COUNTY to complete the SERVICES herein will be charged to VENDOR and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of VENDOR's breach of this Agreement or failure to perform in accordance with applicable standards, and the COUNTY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from VENDOR is determined.

The 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 Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by judgment of any court of competent jurisdiction or administrative means shall constitute and operate as a general release to the COUNTY from any and all

claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. 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 VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the COUNTY by operation of law, the COUNTY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the COUNTY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the COUNTY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any COUNTY employee or former COUNTY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the COUNTY without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the COUNTY employee or former COUNTY employee

has or may have an actual or perceived conflict of interests due to their position with the COUNTY.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, 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 or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the County Executive of the COUNTY, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 24. SERVICE OF PROCESS

VENDOR shall be properly registered to do business in the State of New York. Regardless of the propriety or legality of registration status, as a condition of contract, the VENDOR shall agree to service of process as follows: In addition to the methods of service allowed by the State of New York

Civil Practice Law and Rules, VENDOR consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon VENDOR's actual receipt of process, or upon the COUNTY's receipt of the return by the United States Postal Service as refused or undeliverable. VENDOR shall immediately notify the COUNTY, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the COUNTY to the last known address shall be sufficient.

ARTICLE 25. SIGNATURES

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

This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement.

ARTICLE 26. SEXUAL HARASSMENT CERTIFICATION

IN WITNESS THEREOF, the parties hereto have executed this Agreement to be effective as of the date set forth above.

COUNTY OF ORANGE

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

DATE: _____

Pursuant to State of New York State Finance Law §139-l, by execution of this Agreement, the VENDOR and the individual signing this Agreement on behalf of the VENDOR certifies, under penalty of perjury, that the VENDOR has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the 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>.

CITY OF MIDDLETOWN

By: _____
NAME:
TITLE:

DATE: _____

EXHIBIT A-1

1. In the Proposal, VENDOR offered 8,000 UNIT OF SERVICE for Transportation ("Transportation") at \$19.53 COST PER UNIT. COUNTY accepted the proposed COST PER UNIT for Transportation. The Parties agree that during the Term of this Agreement, VENDOR will be reimbursed based on the accepted COST PER UNIT set forth in the VENDOR's proposal less anticipated income and VENDOR's 50% match.
2. The Proposal requested reimbursement funding from the COUNTY in the amount of \$74,369.50 based on the total Budget of \$148,739.00. In response to the Proposal, COUNTY offered reimbursement funding in an amount not to exceed \$37,185.00 with the total budget of \$78,120.00. VENDOR accepted the amounts offered by COUNTY, which resulted in certain necessary revisions to Section 2 of the Proposal as follows:
 - a. "UNITS OF SERVICE" for Transportation ("Transportation") are now 4,000;
 - b. "COST OF SERVICE/TOTAL BUDGET" for Transportation is now \$78,120.00;
 - c. "ANTICIPATED INCOME" is now \$3,750.00;
 - d. "NET TOTAL" is now \$74,370.00;
 - e. "SUBCONTRACTOR MATCH" is now \$37,185.00; and
 - f. "NET APPLICATION" is now \$37,185.00.

The revised amounts set forth in subparagraphs (a) through (f) above, hereby supersede and replace the amounts set forth in Section 2 of the Proposal Form.

3. COUNTY reserves the right to increase or decrease the number of UNITS OF SERVICE by a subsequent written Amendment to the Agreement.

SCHEDULE A

SCOPE OF SERVICES

The SERVICES that VENDOR has agreed to perform are set forth in the following documents, annexed hereto, the terms and conditions of which are hereby incorporated into and made part of this Agreement:

1. RFP-OFA05-26 dated April 22, 2026 and consisting of 28 pages, omitting Appendices (“RFP”);
2. The annexed Exhibit A-1, which is incorporated by reference and made part of this Agreement, the terms of which set forth the negotiated funding of VENDOR’S proposal to the RFP dated April 28, 2026 and consisting of 19 pages (“Proposal”). Exhibit A-1 supersedes and replaces, in part, Section 2 of the Proposal Form in the Proposal.
3. The Proposal (with the exception of Section 2 of the Proposal Form, which has been replaced and superseded, in part, by Exhibit A-1 as set forth in Paragraph 2 above).

Nothing contained in the Proposal shall constitute a waiver to any other requirement of this Agreement or the RFP. In the event of any conflict or inconsistency between the Agreement itself and any other requirement in the attachments listed above, the conflict shall be resolved by giving precedence to the documents listed in the order above, with the earlier listed controlling over the latter; however, the most recent version of the Agreement, as may be amended by a subsequent written document executed by both parties, will ultimately be controlling.

SCHEDULE B
FEES AND EXPENSES

This Schedule B contains the revised “UNITS OF SERVICE” and “COST OF SERVICE/TOTAL BUDGET” as set forth in Exhibit A-1 to this Agreement.

This Schedule B also contains the negotiated breakdown of funding sources which has been agreed upon by the COUNTY and VENDOR, and which replaces and supersedes any contrary breakdown of funding sources contained in the Proposal.

UNITS OF SERVICE	UNIT COST	COST OF SERVICE
4,000 units of Transportation	\$19.53	\$78,120.00
TOTAL BUDGET		\$78,120.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Budget of \$78,120.00 shall be as follows:

- (a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$37,185.00;
- (b) Anticipated Income – Voluntary contributions in the amount of \$3,750.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES;
- (c) Subcontractor Funds – VENDOR shall contribute the sum of \$37,185.00 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$3,750.00 projected on Schedule B to the Agreement shall be borne by Vendor.



ORANGE COUNTY, NEW YORK

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 1

RFP TITLE: Title IIIB Transportation

RFP-OFA05-26

TITLE IIIB TRANSPORTATION



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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****NOTICE TO OFFERORS**

Proposals for the County of Orange **RFP-OFA05-26, Title IIIB Transportation** will be received by the undersigned Commissioner of the Department of General Services, in her office at 255-275 Main Street, Goshen NY 10924, **up to and including Wednesday, May 20, 2026 at 4:00 P.M.**, prevailing time.

Copies of the Request for Proposals may be obtained beginning **Wednesday, April 22, 2026** at the above address between the hours of 9:00 A.M. and 4:45 P.M., Monday through Friday (with the exception of County-observed holidays), as well as through <https://www.bidnetdirect.com/new-york/county-of-orange>.

April 22, 2026

Renee Arnold-O'Regan, Commissioner
Department of General Services

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INSTRUCTIONS TO OFFERORS

Unless a Request for Proposal (RFP) is solicited directly by another County department, the only official distribution source for this RFP is through the Department of General Services. Additionally, most RFP documents issued by the Department of General Services are distributed through BidNet which can be accessed through <https://www.bidnetdirect.com/new-york/county-of-orange>. If you have obtained this RFP from a different source, you are encouraged to contact the Department of General Services to receive an official copy. You may not receive addenda or important information regarding this RFP if you are not registered with the Department of General Services as having obtained a copy of this RFP through the Department or through BidNet.

By submitting a Proposal, you are asking the County to accept your offer for the sale of goods and/or services. It is important that you READ and UNDERSTAND all terms and conditions in this RFP, as well as understand the laws that govern Public Contracts in New York State. **If you do not agree with the terms and conditions contained in this RFP, you should not submit a Proposal.**

Your Proposal will be considered by the County if the following conditions are met:

1. Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Offeror during the procurement process. An Offeror is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact is the Commissioner of General Services or her representative, telephone (845) 291-2792. Offerors responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

2. ☐ Applicable ☒ Not Applicable

A pre-proposal conference and site visit will be held at [location] on [date] at [time], prevailing time. Attendance is strongly recommended. The County shall not be liable for, nor shall it review proposed change orders, contract amendments, etc. for inadequate pricing, labor, materials, time or similar issues in Vendor/Consultant's contract with the County resulting from Vendor/Consultant's failure to attend and obtain information provided at the pre-proposal conference, site visit and/or any addenda issued afterward.

3. Offerors are responsible for reporting in writing any errors, omissions or ambiguities found in this RFP. All such reports, requests for information, questions, etc. shall be either faxed to the Department of General Services on the Questions Form found in this RFP at (845) 378-2365 or emailed to GeneralServices@orangecountygov.com with questions typed in the body of the email, and the subject line "RFP Questions". **No questions will be entertained by any other means. All questions must be submitted by Wednesday, May 6, 2026 at 3:00 P.M., prevailing time. Questions received after this time may not be addressed. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Offerors. Questions will not be responded to individually.**

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4. Unless otherwise specified herein, all Proposals shall be made upon forms furnished in this RFP, if any, and as may be modified by addenda, contained in sealed envelopes clearly marked on the outside packaging with **RFP-OFA05-26, Title IIIB Transportation** addressed to Renee Arnold-O'Regan, Commissioner, Department of General Services, PO Box 218, 255-275 Main Street, Goshen, NY 10924 and received up to and including **Wednesday, May 20, 2026 at 4:00 PM, prevailing time**. If NOT sending your Proposal via U.S. Mail, (i.e., using FedEx, UPS, hand delivery, etc.) please use the following address: Orange County Department of General Services, 255-275 Main Street, Goshen NY 10924. **It is the Offeror's responsibility to clearly mark the outside of their mailing package with the RFP title and number. Faxed / E-mailed Proposals are not permitted. NO LATE BIDS WILL BE ACCEPTED - NO EXCEPTIONS!**

5. **ONE (1) UNBOUND SET OF WHICH MUST CONTAIN ORIGINAL SIGNATURES** including completed copies of any forms or certifications required in this RFP **and three (3) sets of all Proposals** shall be submitted. Forms, if any, included in this RFP shall be completely filled in, in ink or by typing, on the original, unbound form. Failure to respond to this RFP on any official form(s) included in this RFP, may result in disqualification of a Proposal as non-responsive. No Proposal Form will be accepted which contains any modification to the template, additional information not specifically requested, omissions or erasures. Each Proposal Form shall be signed by a duly authorized individual on behalf of the Offeror. Illegible and unsigned Proposals will be rejected as non-responsive.

6. Permission will not be given to modify or explain any Proposal after it has been opened, unless clearly specified in this document (e.g. interviews). Permission to withdraw a Proposal prior to opening will be at the discretion of the County and no replacement Proposal may be submitted without authorization from the Commissioner of General Services. Opened Proposals which required a deposit for plans and specifications may not be withdrawn until forty-five (45) days after opening.

7. **Basis of Award provisions vary with each RFP, please read that section carefully.** Some RFPs may be awarded to more than one entity. The County reserves the right to waive any informality, reject any and all Proposals, or, if noted in the Basis of Award section of this RFP, accept any Proposal in whole or in part, if deemed to be in the best interest of the County.

8. Any award shall be subject to the execution of a contract (and, if applicable, license or other agreements) between the Offeror and the County. The County's contract obligation is contingent upon execution of the contract between the County and selected Vendor/Consultant, provision of required Pay-to-Play forms, insurance certificates and bonds, as applicable, by the Vendor/Consultant, and the availability of appropriated funds for the contract. No legal liability on the part of the County for payment of any money shall arise unless and until a contract is executed by both parties, funds are appropriated and made available in each year of the term of the contract, and all performance requirements for each payment are met. The County shall have no responsibility or liability for any of Offeror's costs related to preparation of Proposals, attendance at interviews, etc.; all such costs are solely at Offeror's risk and expense.

9. Offeror(s) awarded a contract agree to execute the contract in the same form as the template enclosed in this RFP in the timeframe, if any, indicated in this RFP. Any supplemental agreement(s) (e.g. licensing or maintenance agreements) requested by an Offeror must be included in the Proposal and are subject to the discretionary approval of the County Attorney and the County Executive. For any software required in the scope of services, include any proposed license or maintenance agreement(s) with your Proposal. Failure to reach agreement on contract terms and conditions may result in rejection of a Proposal, rescission of an award and/or retention of Proposal Security by the County.

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10. The County maintains a unilateral right to cancel or extend the contract in accordance with the terms of any contract resulting from this RFP. If a Vendor/Consultant fails to perform or otherwise breaches the contract, in addition to any other rights and remedies the County may have, the Vendor/Consultant may be listed as non-responsible and may be ineligible for future contract awards.

11. If Bid (Proposal) Security is required by this RFP; it must be included in the Proposal. If Performance and/or Payment Bonds are required by this RFP, Proposals must include a letter from the Offeror's bank or surety stating that the required letter of credit or bond(s) will be provided in the event of a contract. The letter of credit or bond(s) shall be provided for each year or relevant portion of the contract, as may be applicable.

12. Offerors should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their Proposal.

13. The County encourages submission of Proposals by certified Minority- and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).

14. A Non-Collusion Certification, Disclosure of Non-Responsibility Determination and Iran Divestment Act Certification are included in this RFP. Offerors must complete and submit a signed original of each and the applicable number of copies of each with each Proposal.

15. Supplier Forms are provided with this RFP. Offerors that have not received a purchase order in the last twelve (12) months from the County must submit completed and signed Supplier Forms prior to execution of a contract by the County.

16. Please be advised that this solicitation is subject to Orange County Local Law No. 13 of 2013, as amended, known as the "Pay-to-Play Law". Pay-to-Play Forms will be made available with this RFP. All Pay-to-Play Forms should be submitted with your Proposal and will be required if you are awarded a contract. The Pay-to-Play Forms are required from the Vendor/Consultant (unless exempted by the law) prior to execution of a contract by the County.

17. Pursuant to New York's Freedom of Information Law ("FOIL") (Public Officers Law, Article 6, Sections 84-90) all government records are presumptively open for public inspection unless specifically exempted from disclosure under FOIL. Offerors who have a good faith belief that information contained in their Proposal is exempt from disclosure under FOIL must, at the time of their submission, request the exemption in writing, setting forth the basis for the claimed exemption. In addition, the Offeror must mark each page of its submission claimed to be exempt from disclosure under FOIL with the following legend: **"THE OFFEROR BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW."** Neither the Offeror's classification of materials as exempt under FOIL, nor the County's acceptance of Offeror's Proposal with the claimed exemption(s), should be considered a final determination as to whether the designated materials are exempt from disclosure under FOIL. Any and all determinations as to the propriety of claimed exemptions will be made by the County and/or a court of law in accordance with applicable law.

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****INSURANCE REQUIREMENTS**

During the term of the contract, or longer if required, Vendor/Consultant shall maintain, at its expense, Worker's Compensation, Disability and liability insurance policies of the types and minimum coverages specified in the enclosed contract template (e.g., Agreement for Vendor Services), as applicable. Certificates of insurance evidencing Vendor's/Consultant's compliance with these requirements shall be required prior to execution of the contract by the County. Award is conditional upon submission of insurance documents within the time specified in the Notice of Award. Failure to do so may result in disqualification of the Offeror as non-responsive and/or the County's retention of any Proposal Security.

BONDING REQUIREMENTS

☒ There are no Bonds required for this contract.

PURCHASES BY OTHER LOCAL GOVERNMENTS AND DISTRICTS

New York State General Municipal Law §103(3), §103(16), County Law §408-a, and County Procurement Policy allow New York State political subdivisions and districts to make purchases through County contracts open to such procurements by the County. **THE AWARD OF ANY CONTRACT UNDER THIS RFP SHALL BE OPEN TO SUCH PROCUREMENTS. OFFERORS WHO DO NOT WISH TO ACCEPT THIS AS A CONDITION OF CONTRACT SHOULD NOT SUBMIT A PROPOSAL.**

1. The Department of General Services shall make award information on any contract resulting from this RFP available to other political subdivisions.
2. Other political subdivisions or districts will issue purchase orders directly to Vendor/Consultant within the specified contract period referencing the County's contract and shall be solely liable and responsible for all payments due on under the contract for that political subdivisions or district's use of the Contract. The County shall not be liable or responsible for any debts incurred by other users of any contract resulting from this RFP.
3. All purchases shall be subject to audit and inspection by the County.
4. Necessary deviations from the County's specifications in the award of a participant contract, for example quantities or delivery points, shall be resolved between the successful Offeror and the other political subdivisions or districts. However, at no time shall any change to price and product specifications be permitted, except where an item has been replaced by another item due to obsolescence or pricing is contingent on an outside factor (e.g. fuel at market rates) pursuant to the terms of the contract, and/or the Vendor or Consultant offers reduced pricing to any participant, which then must be made immediately available to all participants. If a product specification requires modification due to obsolescence, the County must approve a change of product in writing in order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be lower than the originally awarded price. Any reduced pricing shall be applicable to all other participants' quantities ordered on or after the date such reduced pricing became effective for the initial participant receiving such pricing.

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****SCOPE**

The County, through its Office for the Aging (“OFA”) is seeking proposals from Offerors to provide transportation services to citizens age 60 and over (“60+ Seniors”) in accordance with Title III-B of the Federal Older Americans Act of 1965, as subsequently amended (the “OAA”). In general, it is the intent of Congress that federal funds under the OAA be used to improve the ability of local support services to assist the elderly to remain in a home environment and participate in community and family life. It is the further intent of Congress that federal funds under the OAA be used to provide support services to those with the greatest economic and social need including low income, minority, handicapped, isolated and frail elderly populations. Transportation is an important quality-of-life issue for older adults; it increases independence, provides connection with the community, and ensures access to life-sustaining activities. Many older adults have restricted transportation options due to financial and/or physical limitations and are considered “transportation disadvantaged.” The transportation services funded under Title III-B of the OAA should be designed to meet the particular physical, psychological, and economic needs of older adults. It shall be a primary obligation of the vendor to operate its service so that OCOFA and the County will be assured of continuous and reliable service. Multiple contracts may be awarded to ensure service coverage throughout the County.

SPECIFICATIONS**I. BACKGROUND**

A. The OAA created a national system of support for older adults aged 60 and over and their caregivers, known as the “Aging Network.” Serving about seven million older persons and their caregivers, the network consists of the United States Administration on Aging (“AoA”); 56 state units on aging; 655 area agencies on aging (“AAAs”); 233 tribal and native organizations; two organizations that serve native Hawaiians; 29,000 service providers; and thousands of volunteers. These organizations provide assistance and services to older individuals and their families in urban, suburban, and rural areas throughout the United States.

B. OCOFA is the designated AAA authorized by AoA and the New York State Office for the Aging (“NYSOFA”) to develop community-level systems of services that meet the unique needs of the County’s individual older persons and their caregivers while helping older adults to remain in their own homes. As the recipient of OAA funds, OCOFA administers the local programs authorized through various titles of the OAA. Such administration includes entering into contracts with local provider organizations selected through a request for proposals (“RFP”) process to directly provide needed community-based services to area senior citizens and their caregivers.

C. Title III-B of the OAA

1. Each of the titles within the OAA authorizes specific activities at specific levels within the Aging Network. Title III-B of the OAA (“Title III-B”) supports a wide range of supportive services designed to meet the OAA’s following objectives for and on behalf of older persons:

- a. An adequate income in retirement;
- b. The best possible physical and mental health;
- c. To obtain and maintain suitable housing;
- d. Opportunities for employment;
- e. Retirement in health, honor and dignity;
- f. Participation in and contribution to meaningful activity;

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- g. Efficient community services;
- h. Immediate benefit from proven research knowledge;
- i. Freedom, independence and the free exercise of individual initiative with protection from abuse, neglect and exploitation; and
- j. Full participation in the planning and operation of community-based services.

2. Services allowed under Title III-B include, but are not limited to:

- a. Adult Day Services;
- b. Assisted Transportation/Escort;
- c. Caregiver Services;
- d. Case Management;
- e. Health Promotion;
- f. Information & Assistance*;
- g. In-Home Contact & Support*;
- h. Legal Assistance*;
- i. Outreach;
- j. Personal Care Level I & II;
- k. Senior Center/Recreation/Education; and
- l. Transportation (must include transportation to a senior dining site)*.

(*indicates services currently supported by the County with Title III-B funds)

II. PROGRAM SPECIFICATIONS AND REQUIREMENTS

In providing the transportation services sought hereunder, the selected Offeror(s) ("Vendor") must comply with certain program specifications and requirements as set forth below ("Specifications").

A. Applicable Laws and Regulations

- 1. Vendor must ensure that the services provided comply with all applicable and pertinent provisions of federal, state and local statutes, rules and regulations, as may be amended from time to time, the terms and requirements of which are hereby incorporated by reference and made part of these Specifications.
- 2. Vendor shall fully comply with all applicable provisions of NYSOFA Four Year Plan, Standard Assurances, April 1, 2024 – March 31, 2028 (the "2024 Standard Assurances"), the terms and requirements of which are incorporated by reference and made part of these Specifications. The Standard Assurances can be accessed on the County's website, www.orangecountygov.com by clicking on County Departments, Aging, Subcontractors, NYSOFA PIs, TAMs & Ims & Related Documents. Vendor shall also comply with all reasonable requests of OCOFA to enable County compliance with the requirements of the Standard Assurances as related to the performance of the Title III-B funded services.

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B. Projected Funding

1. Funding amounts may change depending upon availability of Federal and State funds. Actual funding amounts will be contingent upon the awarding of funds to OCOFA from NYSOFA.
2. Vendor will propose the amount of units of service to be provided. The proposed units of service figures must be feasible, suitable, and take into consideration program resources and client population.
3. If additional funding becomes available from the State under the New York State AAA Transportation Program, it will be awarded to Vendor(s) who are currently providing transportation services under contracts with the County, by and through OCOFA.

C. Transportation Program Specifications and Standards

1. Vendor must ensure that all of its drivers have all appropriate and required licenses and authorizations to operate the motor vehicles utilized for the transportation of 60+ Seniors, and that those licenses and authorizations are valid and current.
2. Vendor shall ensure that all of its drivers are physically and morally capable of performing driving duties and are responsible for operating vehicles in a safe and appropriate matter.
3. Vendor agrees that, upon request of the County, it will immediately remove from service, any person or driver who, in the opinion of the County, will detract from the safe and efficient operation of transportation for 60+ Seniors.
4. Vendor agrees that all personnel, including subcontractors, performing services under a contract with OCOFA will maintain the utmost courtesy and helpfulness in assisting 60+ Seniors.
5. Vendor must have in place provisions for a back-up alternative vehicle in case of a vehicle breakdown or other issue which prevents the vehicle from being operated for the transportation of 60+ Seniors.
6. With regard to safety, Vendor must:
 - a. Meet all federal, state, and local safety requirements as applicable.
 - b. Provide all services with equipment that operates safely and effectively.
 - c. Develop and maintain an agency disaster plan which enables uninterrupted services to 60+ Seniors, when possible.
7. Targeting – NYSOFA has identified the following four (4) target groups within New York State, which have the greatest economic and social needs: minorities, low-income, frail and vulnerable. For further information on specific definitions for each group please see NYSOFA Program Instruction #12-PI-08 and NYSOFA Technical Assistance Memorandum 13-TAM-01, the terms of which are hereby incorporated by reference and made part of these Specifications. NYSOFA Program Instruction #12-PI-08 and NYSOFA Technical Assistance Memorandum 13-TAM-01 can be accessed on the County’s website, www.orangecountygov.com by clicking on Departments, Aging, Subcontractors.
8. Funding Acknowledgment – The following statement must be included in all of Vendor’s written program materials pertaining to the transportation service and displayed conspicuously on a sign in each of Vendor’s transportation vehicles:

“This program is partially funded by an Older American Act award through the United States Administration on Aging, the New York State Office for the Aging and the Orange County Office for the Aging.”

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9. Service Operation – Service availability shall be sufficient to achieve the specified number of service units. If applicable, vendors should describe vehicles to be used to provide service and specific maintenance and safety procedures.
10. Location – Vendor may propose to service the entire county or a specific area of the county. In the latter case, service boundaries must be clearly identified in the proposal.
11. Trip Purposes – Vendor should indicate the nature and percent of each proposed type of ride (i.e., shopping and/or personal business, medical appointments, nutrition program, adult day care center, etc.) in its proposal.
12. Client Eligibility – Services funded under the transportation service category shall be available to 60+ Seniors residing within the County and to caregivers escorting 60+ Seniors.
13. Standard Definitions of Service – “Transportation” is from one location to another and does not include any other activity. “Unit” is one unit for each one way trip, per person. For further information, the Standard Definitions of Service can be accessed on the County’s website, www.orangecountygov.com by clicking on Departments, Aging, Subcontractors. The Standard Definitions of Service, as may be amended from time to time, are hereby incorporated by reference and made part of these Program Specifications.
14. Vendor agrees not to distribute petitions and/or surveys to 60+ Seniors without getting prior approval from OCOFA.
15. Vendor agrees to inform participants of their right to file a grievance as indicated in the Grievance Procedure, the terms of which are hereby incorporated by reference and made part of these Specifications. The Grievance Procedure can be accessed on the County’s website, www.orangecountygov.com by clicking on Departments, Aging, Subcontractors.

D. Fiscal Requirements

1. Program Income – Vendor shall provide each recipient of transportation services with an opportunity to voluntarily contribute to the cost of the service (“Participant Contributions”). “Program Income” revenue generated from contract supported activities. Such contributions shall be encouraged for individuals whose self-declared income is at or above 185 percent of the poverty line, at contribution levels based on the actual cost of services. Program Income may not be used to meet the matching requirements of the contract with the County, by and through OCOFA. Rather, it must be used to expand the service which generated the income. All paid staff who handle Program Income must be bonded with the exception of government employees (who are already covered) and attorneys providing legal services (who already operate under standards for client funds contained in the Rules of Professional Conduct, enforced by the Appellate Division of the Supreme Court and the Disciplinary and Grievance Committees appointed by the respective Appellate Division). As an alternative to bonding, Vendor may obtain a commercial insurance policy that would cover losses arising from employee theft. Vendor shall fully comply with all applicable provisions of NYSOFA Program Instruction #18-PI-17, including, but not limited to, Parts III and VIII, the terms and requirements of which are hereby incorporated by reference and made part of these Specifications. NYSOFA Program Instruction #18-PI-17 can be accessed on the County’s website, www.orangecountygov.com by clicking on Departments, Aging, Subcontractors.
2. Local Match Requirements – Vendors are required to include matching funds for certain service categories. The match is applicable to the net cost of the service after Participant Contributions are deducted from the total cost of the service, as Participant Contributions cannot be used as matching funds. Title III-B services require a ten (10%) percent Vendor match.

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3. Program/Fiscal Monitoring – Appropriate monitoring activities include reviewing service proposals and periodic reports on performance, identifying training and technical assistance needs and conduction on-site monitoring to ensure that vendors comply with all applicable statutes, regulations, policies and standards. NYSOFA Program Instruction #99-PI-20 provides minimum standards for monitoring programs which receive NYSOFA administered funding, whether originating from state monies or federally funded under the OAA, and can be accessed on the County’s website, www.orangecountygov.com by clicking on Departments, Aging, Subcontractors. Vendor shall fully comply with all applicable provisions of NYSOFA Program Instruction #99-PI-20, the terms of which are hereby incorporated by reference and made part of these Specifications.

E. Reporting and Record Keeping Requirements

1. Vendor agrees to submit by the fifth (5th) day of each month, the Vendor’s invoice, Monthly Report (which is the total of units per service and/or activity for that month), Units of Service per Client Report (which lists each service participant’s name and the number of units for each service/activity) and New Unduplicated Participants Report (which lists the service participant’s information). Samples of required reports, which are hereby incorporated by reference and made part of these Specifications, can be accessed on the County’s website, www.orangecountygov.com by clicking on Departments, Aging, Subcontractors.
2. Vendor shall maintain a program reporting system that clearly identifies service units delivered and unduplicated clients served with OCOFA funding. The record keeping process must capture all required information.
3. Vendor agrees to refer participants needing further information regarding services and benefits for the elderly to OCOFA.
4. Vendor agrees to keep a ledger with a line item breakdown in accordance with the budget used to request funding hereunder and will maintain a separate audit trail for auditing purposes
5. Vendor agrees to keep a bank account for Participant Contributions with deposits made no less than twice a week; Participant Contributions will be kept in a locked metal box pending such deposit.
6. Vendor shall maintain appropriate records with regard to the transportation service provided under its contract with the County, by and through OCOFA, and retain those records for six (6) years following receipt of the final payment made under the contract.

F. Miscellaneous

1. NYSOFA prepares and issues certain guidance documents referred to as Program Instructions (“PIs”), Information Memorandums (“IMs”) and Technical Assistance Memorandums (“TAMs”) communicating to the AAAs (which OCOFA is) and/or service providers how to meet the requirements of the OAA and regulations, New York State Elder Law and regulations and NYSOFA regulations. Vendor shall fully comply with all PIs, IMs and/or TAMs issued by NYSOFA pertaining to Title III-B or the services being provided by Vendor, the terms and requirements of which are hereby incorporated and made part of these Specifications. Any and all PIs, IMs and/or TAMs pertaining to Title III-B or the services being provided by Vendor issued by NYSOFA during the contract term will be provided to Vendor by OCOFA.

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TERM

The County anticipates that the term of this contract will be for nine (9) months. The County reserves the right to extend the contract for up to four (4) additional one (1) year period(s), at the sole option of the County and under the terms and conditions of the original RFP, unless alternate terms are specified in this RFP and/or the contract for renewals/extensions.

Upon expiration of the original term or any renewal thereof, if authorized by the County as above, this contract may be extended unilaterally by the County for an additional period of up to two months upon notice to the Vendor/Consultant with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of the Vendor/Consultant, the extension may be for a period of up to three months in lieu of the up to two month period.

PRICING

- 1. We do not accept any conditional Proposals (i.e.: minimum quantities, minimum dollar amount orders).**
2. Pricing must be submitted on the provided Proposal Form.
3. The prices submitted shall be exclusive of federal and state sales taxes (or other taxes inapplicable to government entities) and must not include any tax for which the Offeror may claim exemption because of doing business with the County.
4. Unless otherwise indicated in this RFP, prices shall be net, including transportation and delivery charges fully prepaid by the successful Vendor to the destination indicated in the purchase order. Prices are to be listed as FOB Delivered: ORANGE COUNTY, NY. No freight and/or handling or fuel surcharges will be accepted, unless otherwise agreed to in the purchase order. Delivery of all products will be made free of transportation charges, the prices offered by Vendor being delivered prices.
5. At no time shall any change to price and product specification be permitted for the entire term of the award, except where an item has been replaced by another item due to obsolescence. In this instance, the County must approve a change of product in a written change order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be equal to or lower than the originally awarded price.
6. The proposed Scope and Specifications are not a guarantee, were developed based on past or anticipated needs, and are as accurate as the County can ascertain at the time of issuance of this RFP. When an anticipated volume or other quantities or goods or services are listed, the County has listed these either based upon a history of usage over a previous period or anticipated need. The County in no way guarantees that the actual quantities listed will be ordered. When volume or quantities are listed, the Offeror should understand that the actual volume or quantities may be more or less, depending on the actual needs of the County. The Offeror shall hold the County harmless against any damages because of estimated volume or quantities. In the event quantities exceed the estimate, the County shall receive the price as listed in the award or, if a better price is available at that time, that price shall be passed on to the County.

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PAYMENT

1. Payment shall be made in accordance with the payment/compensation provisions of the contract template provided with this RFP.

2. The County is able to offer the payment choices listed below. The payment time in standard County contracts is typically 30 days for Public Improvement Projects and 60 days for all other contracts. Generally, the County is able to process payments more quickly than those stated timeframes. However, the options for payment choices below are listed in order of speed:
 - a. Electronic Funds Transfer (EFT) via Automated Clearing House (ACH) – Please complete the form enclosed with this RFB.

 - b. Check

SUBMISSION OF PROPOSALS

Unless otherwise noted below, one (1) UNBOUND signed original (as applicable to the document type) and the number of copies specified in Item #5 of the Instructions to Offerors, of each of the following items should be submitted in your Proposal package- **It is NOT necessary to include a copy of the entire RFP in your Proposal package only the items required below. Proposals must include:**

1. **Introduction.**
 - (a) Provide, in narrative form, a brief but descriptive background of Offeror including the services it provides and its qualifications to perform the Services sought in this RFP.
 - (b) Identify those services currently available to 60+ Seniors provided by Offeror.
 - (c) State when was Offeror's firm/organization was established (month and year).
 - (d) State when the Offeror's firm/organization was last audited and the period covered by such audit.
 - (e) Provide an organization chart showing all functional units of Offeror.
 - (f) Identify which unit(s)/person(s) will provide the Services sought in this RFP by marking with an asterisk on the organizational chart or identify each unit/person(s).

2. **Problem Statement/Need(s) Assessment.**
 - (a) Detail Offeror's reason(s) for submitting a proposal in response to this RFP. For each proposed service, explain what problem(s) will be addressed and on whose behalf, and how the Offeror came to realize the problem(s) exist(s).
 - (b) Indicate whether this is a new program for the Offeror. If "YES," describe the major steps necessary to get this program fully operational and include a brief timetable, including the projected start-up date.
 - (c) Indicate whether services will be provided in handicapped accessible facilities. If "YES" please indicate which facilities have ramps, hydraulic lifts, special fixtures or other accessibility features. If "NO" how does Offeror intend to service handicapped 60+ Seniors (i.e. special assistance or services)?

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3. **Program Objectives.**

- (a) List each proposed service. Describe the problem-related outcomes (goals/end results) Offeror proposes to achieve as the result of providing each service set forth in its proposal. Include how the program will work with other similar or related programs within the County to fill service gaps for 60+ Seniors.
- (b) Describe the geographic area to be served by the program, including any service limitations, if applicable. Service areas by municipality must be indicated on the Proposal Form which is part of this RFP.
- (c) Describe how Participants are prioritized for the Services in the event funding is not adequate to represent all who request the Service.
- (d) Identify the specific days of the week and specific hours per day each service will be available.
- (e) Describe the function and composition of any committees (policy, advisory, or ad hoc) which will be connected with the program/project.

4. **Methods**

- a) List the methods (e.g. steps, strategies, activities, procedures) the Offeror will use to achieve each of the program objectives outlined above.
- b) What special activities does the Offeror propose to serve low-income minority 60+ Seniors?

5. **Self-Evaluation**

- a) Describe the Offeror's plan for determining the degree to which the planned objectives are met and the proposed methods above are followed.

6. **Future and Other Necessary Funding**

- a) Describe the amount and source of the funds (in-kind and/or cash) used to match the funds being requested from OCOFA. Identify with an asterisk (*) those funds already secured.
- b) Describe the Offeror's plan for continuing the proposed program/project beyond the funding period outlined by OCOFA.
- c) Persons served through this proposal must be given the opportunity to donate towards the services they receive. What methods will the agency use to notify the proposed program/project participants of this opportunity?
- d) Indicate whether there will be a voluntary contribution schedule. If so, indicate proposed amounts and the proposed method of informing the program/project participants of the opportunity for voluntary contribution.
- e) Contributions, if any, must not be tracked to the individual making the contribution. How will this confidentiality be assured?

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7. **Staffing Plan**

- a) Please complete the Staffing Plan Chart, which is incorporated and made part of this RFP and attached hereto as **Exhibit A**.
- b) Please provide complete job descriptions and minimum qualifications for each position involved in the proposed program/project using the form attached hereto as **Exhibit B**, which is incorporated and made part of this RFP.

8. Iran Divestment Act Certification

9. Disclosure of Non-Responsibility Determination (copy of instruction page not required)

10. Certificate of Authority/Incorporation/Partnership/dba, etc., as applicable to your business entity

11. Supplier Forms (if not already a current Orange County awarded vendor)

12. All Pay-to-Play Forms should be submitted with your Proposal and will be required if you are awarded a contract. The Pay-to-Play Forms are required from the Vendor/Consultant (unless exempted by the law) prior to execution of a contract by the County. (Due to an exemption in the Pay-to-Play Law, Government Entities and School Districts do not need to complete Pay-to-Play forms.)

13. Information or other materials to be included, only as requested in the Specifications

14. Any supplemental agreements (e.g. a licensing agreement) requested by an Offeror must be included in the Proposal and are subject to the discretionary approval of the County Attorney and the County Executive. For any software required in the Specifications, include any proposed license or maintenance agreements with your Proposal. Offeror awarded a contract agrees to execute the contract in the same form as the template enclosed in this RFP and in the timeframe, if any, indicated in this RFP. Failure to reach agreement on contract terms and conditions may result in rejection of a Proposal, rescission of an award and/or retention of Proposal Security by the County.

ALL SUBMISSIONS MUST BE CLEARLY MARKED ON THE OUTSIDE PACKAGING WITH THE RFP TITLE AND NUMBER.

INSURANCE: While not required in the Proposal package, Offerors are reminded that Certificates of Insurance evidencing Vendor's/Consultant's compliance with the Insurance requirements of this RFP must be provided prior to execution of the contract by the County. The number of days for submission may vary but it may be less than one business week, please be prepared. **FAILURE TO SUBMIT INSURANCE DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE VENDOR/CONSULTANT AS NON-RESPONSIVE AND/OR THE COUNTY'S RETENTION OF PROPOSAL SECURITY.**

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS**

The County may require any or all Offerors to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Offeror will have available for the performance of this contract. The County reserves the right to interview any or all Offerors and/or visit any or all Offeror's sites during the evaluation of Proposals. If applicable, the County shall contact Offerors to arrange an interview (which County may require to be held at the Department of General Services) and/or a site visit of Offeror's facilities at any time during the evaluation process. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final offer. The County may award the contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interests of the County.

BASIS OF AWARD

1. Award(s) may be made to the highest scoring Offeror(s) resulting from the evaluation procedure described below.
2. Proposals will be scored and weighted against each criterion by an evaluator or evaluation team using the rating scale below, in accordance with the weight given to the applicable point range for that criterion.

Item	Criteria	Point Value
A	Qualifications & Experience	9-45
B	Technical Proposal	9-45
C	Cost Proposal	Maximum of 10
	Total	100

Item	Bid Does Not Meet Criterion Requirements / Expectations	Bid Partially Meets Criterion Requirements / Expectations	Bid Meets Criterion Requirements / Expectations	Bid Partially Exceeds Criterion Requirements / Expectations	Bid Exceeds Criterion Requirements / Expectations
A & B	9	18	27	36	45
C	A maximum of 10 points may be awarded. Proposed cost will be scored using the following formula: Maximum Points x (Lowest Proposed Price ÷ Proposed Price Being Evaluated) = Price Score "Proposed Cost" is the Offeror's NET COST PER UNIT (Item # 9, Section 2 on the Proposal Form)				

If the evaluator or evaluation team determines, at his/her/its sole discretion, that interviews are in the best interest of the County, responsive proposals will be reviewed and scored as described above in a preliminary round to aid in determining whether all Offerors, or just those with top scoring proposals, will be interviewed. If interviews are held, the same review and scoring process described above will be repeated for those Offerors interviewed, and any award(s) made will be based on that secondary scoring round.

3. The submission of a Proposal implies the Offeror's acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by the evaluation committee. Award of any contract(s) shall be made to the responsible Offeror(s), whose Proposal(s) is(are) determined to be in the best interest of the County.

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4. The County reserves the right to: accept other than the lowest priced offer, waive any informality, or reject any or all Proposals, with or without advertising for new Proposals, if in the best interest of the County.

ANTICIPATED RFP TIMELINE

All dates except for the Proposals Due date are approximate and subject to change, unless otherwise noted. Any change in the Proposals Due date will be made by an Addendum to the RFP issued by the County.

Publication of RFP	4/22/26
Questions Due	5/6/26
Proposals Due	5/20/26

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****PROPOSAL FORM**

BUSINESS NAME: _____

BUSINESS ADDRESS: _____
_____NAME, TITLE, TELEPHONE, FAX AND EMAIL OF CONTACT PERSON: _____

Does this business have a minority, women's, disadvantaged, or small business certification? Yes No

If yes, please list the designation(s) and the certifying entity(ties) _____

The undersigned proposes to furnish and deliver the services described in **RFP-OFA05-26, Title IIIB Transportation** and its responding Proposal to the County of Orange, at the prices stated in the Proposal submitted. The individual submitting this Proposal on behalf of the business entity noted above, certifies by their signature below that:

- they understand and have complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period;
- they have read and understood the full Request for Proposal cited above; and
- they are duly authorized to submit this Proposal on behalf of the business entity noted above.

Additionally, by submission of this RFP, the person signing on behalf of the business entity noted above certifies, and in the case of a joint quote each party thereto certifies as to its own organization, under penalty of perjury, that the business entity submitting this quote has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

By: _____

(Signature)

Date: _____

Name_____
Federal Tax ID Number_____
Title_____
DUNS Number, if applicable**ADDENDA CONFIRMATION** (Offerors should only complete this section if any addenda were issued for this RFP.)

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____

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Please mark geographic area(s) to be served:

The County reserves the right to negotiate covered areas with all Offerors.

- ☐ BLOOMING GROVE (TN)
- ☐ CHESTER (TN)
- ☐ CHESTER (VLG)
- ☐ CORNWALL (TN)
- ☐ CORNWALL-ON-HUDSON (VLG)
- ☐ CRAWFORD (TN)
- ☐ DEERPARK (TN)
- ☐ FLORIDA (VLG)
- ☐ GOSHEN (TN)
- ☐ GOSHEN (VLG)
- ☐ GREENVILLE (TN)
- ☐ GREENWOOD LAKE (VLG)
- ☐ HAMPTONBURGH (TN)
- ☐ HARRIMAN (VLG)
- ☐ HIGHLANDS (TN)
- ☐ HIGHLAND FALLS (VLG)
- ☐ KIRYAS JOEL (VLG)
- ☐ MAYBROOK (VLG)
- ☐ MIDDLETOWN (CITY)
- ☐ MINISINK (TN)
- ☐ MONROE (TN)
- ☐ MONROE (VLG)
- ☐ MONTGOMERY (TN)
- ☐ MONTGOMERY (VLG)
- ☐ MOUNT HOPE (TN)
- ☐ NEW WINDSOR (TN)
- ☐ NEWBURGH (CITY)
- ☐ NEWBURGH (TN)
- ☐ OTISVILLE (VLG)
- ☐ PORT JERVIS (CITY)
- ☐ SO. BLOOMING GROVE (VLG)
- ☐ TUXEDO (TN)
- ☐ TUXEDO PARK (VLG)
- ☐ UNIONVILLE (VLG)
- ☐ WALDEN (VLG)
- ☐ WALLKILL (TN)
- ☐ WARWICK (TN)
- ☐ WARWICK (VLG)
- ☐ WASHINGTONVILLE (VLG)
- ☐ WAWAYANDA (TN)
- ☐ WOODBURY (TN)
- ☐ WOODBURY (VLG)

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****SECTION 1:**

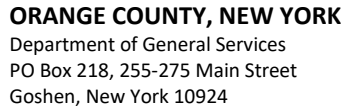
Please estimate the total number of unduplicated elderly aged 60+ to be served in each of the following categories:

A. age 60+		G. # American Indian/Alaska Native American	
B. low income		H. Asian	
C. low income minority		I. Black/African American	
D. disabled/frail		J. Native Hawaiian/Other Pacific Islander	
E. age 75 – 84		K. Hispanic/Latino	
F. lives alone		L. White	
		M. TOTAL UNDUPLICATED (Sum of G through L MUST equal A)	

SECTION 2:

ALL CALCULATIONS MUST BE ROUNDED TO THE NEXT WHOLE NUMBER AND/OR DOLLAR.

1. SERVICE	2. NUMBER OF UNITS OF SERVICE	3. COST PER UNIT	4. COST OF SERVICE/TOTAL BUDGET
TRANSPORTATION		\$	\$
5. ANTICIPATED INCOME (Please note the risk that the voluntary contributions received may be less than the proposed amount shall be borne by Vendor)			\$
6. NET TOTAL (# 4 minus # 5)			\$
7. SUBCONTRACTOR MATCH			
a. Enter matching funds			\$
b. Match percent (# 7.a divided by # 6; Subcontractor match MUST be greater than or equal to 10%)			%
8. NET APPLICATION (# 6 minus # 7.a)			\$
9. NET COST PER UNIT (# 8 divided by #2)			\$



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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****NON-COLLUSION CERTIFICATION**

- (a) "By submission of this Proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition."
- (b) A Proposal shall not be considered for award, nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that an Offeror (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1)-(3) of this certification.

Any Proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Offeror for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Proposal contains the certification referred to in subparagraph (a)(1)-(3) of this certification, shall be deemed to have been authorized by the board of directors of the Offeror, or other authorizing body or vote of the offeror's business entity if other than a corporation, and such authorization shall be deemed to include the signing and submission of the Proposal and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Proposal.

DATE_____
SIGNATURE_____
NAME_____
TITLE_____
BUSINESS NAME

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that: By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award, nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any Proposal, Proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE_____
SIGNATURE_____
BUSINESS NAME_____
NAME_____
TITLE

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INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offeror” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Instructions:

The County of Orange includes the following disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of Proposals or Bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your Bid or Proposal to the County agency conducting the Governmental Procurement.

The following disclosure form must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:

Signature

Date:

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****INFORMATION SHEET**

The questions asked on this Information Sheet are voluntary. It is not necessary to complete this Information Sheet. Filling out this sheet does not change your chances of a contract award in any respect. By completing this form, you will be helping the County track trends that we believe to be of importance. The information collected will NOT be used to compile mailing lists and will not be used to contact you. It will also not be sold. The information collected may be used to generate reports showing historical data with regard to the County's purchasing process.

Business Name: _____

Address: _____

In what county are the primary operations of this business conducted? _____

Business type (Sole Proprietorship, Corporation, LLC, etc.) _____

Does this business have a minority, women's, disadvantaged, or small business status? Yes No

If yes, please list the designation(s) and the certifying entity(ties) _____

How many individuals does this business employ? _____

Have you conducted business with the County before? Yes No

How did you discover this Proposal opportunity? _____

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? _____

Please list any other comments or suggestions pertaining to doing business with Orange County. _____

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****NON-OFFEROR'S RESPONSE**

BUSINESS NAME: _____

For the purpose of facilitating your firm's response to our Request for Proposals, the County of Orange is interested in ascertaining reasons for prospective Offerors' failure to respond to Requests for Proposals. If your firm is not responding to this Proposal, please indicate the reason(s) by checking any appropriate item(s) below and faxing it to the Department of General Services at (845) 378-2365 or mailing it to the above address.

We are **not** responding to this RFP for the following reason(s):

- ☐ We do not offer this product or service.
- ☐ We are unable to meet specifications.
- ☐ Specifications not clearly understood or applicable (please note in "Other reason(s)" below if too vague, too rigid, etc.).
- ☐ We are unable to meet your bond requirements.
- ☐ Insufficient time allowed for preparation of Proposal.
- ☐ Incorrect address used or our branch/division does not handle this type of Proposal. Correct name and mailing address is:

- ☐ Other reason(s): _____

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****PROPOSAL FORM**BUSINESS NAME: City of Middletown, NY, Recreation Dept, Senior ServicesBUSINESS ADDRESS: 16 James Street, Middletown, NY 10940

NAME, TITLE, TELEPHONE, FAX AND EMAIL OF CONTACT PERSON: _____

Julisa Sierra, Senior Coordinator, 845-346-4075, 845-346-4072, julisa.sierra@middletownNY.govDoes this business have a minority, women's, disadvantaged, or small business certification? Yes ☐ No ☒

If yes, please list the designation(s) and the certifying entity(ties) _____

The undersigned proposes to furnish and deliver the services described in **RFP-OFA05-26, Title IIIB Transportation** and its responding Proposal to the County of Orange, at the prices stated in the Proposal submitted. The individual submitting this Proposal on behalf of the business entity noted above, certifies by their signature below that:

- they understand and have complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period;
- they have read and understood the full Request for Proposal cited above; and
- they are duly authorized to submit this Proposal on behalf of the business entity noted above.

Additionally, by submission of this RFP, the person signing on behalf of the business entity noted above certifies, and in the case of a joint quote each party thereto certifies as to its own organization, under penalty of perjury, that the business entity submitting this quote has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

By: _____

(Signature)

Date: 4-28-2026Joseph M. DeStefano

Name

14-6002297

Federal Tax ID Number

Mayor

Title

DUNS Number, if applicable

ADDENDA CONFIRMATION (Offerors should only complete this section if any addenda were issued for this RFP.)

Addendum #____ - Received _____, 20____ Initialed by person signing above _____

Addendum #____ - Received _____, 20____ Initialed by person signing above _____

Addendum #____ - Received _____, 20____ Initialed by person signing above _____

**ORANGE COUNTY, NEW YORK**

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26**

Please mark geographic area(s) to be served:

The County reserves the right to negotiate covered areas with all Offerors.

- ☐ BLOOMING GROVE (TN)
- ☐ CHESTER (TN)
- ☐ CHESTER (VLG)
- ☐ CORNWALL (TN)
- ☐ CORNWALL-ON-HUDSON (VLG)
- ☐ CRAWFORD (TN)
- ☐ DEERPARK (TN)
- ☐ FLORIDA (VLG)
- ☐ GOSHEN (TN)
- ☐ GOSHEN (VLG)
- ☐ GREENVILLE (TN)
- ☐ GREENWOOD LAKE (VLG)
- ☐ HAMPTONBURGH (TN)
- ☐ HARRIMAN (VLG)
- ☐ HIGHLANDS (TN)
- ☐ HIGHLAND FALLS (VLG)
- ☐ KIRYAS JOEL (VLG)
- ☐ MAYBROOK (VLG)
- ☒ MIDDLETOWN (CITY)
- ☐ MINISINK (TN)
- ☐ MONROE (TN)
- ☐ MONROE (VLG)
- ☐ MONTGOMERY (TN)
- ☐ MONTGOMERY (VLG)
- ☐ MOUNT HOPE (TN)
- ☐ NEW WINDSOR (TN)
- ☐ NEWBURGH (CITY)
- ☐ NEWBURGH (TN)
- ☐ OTISVILLE (VLG)
- ☐ PORT JERVIS (CITY)
- ☐ SO. BLOOMING GROVE (VLG)
- ☐ TUXEDO (TN)
- ☐ TUXEDO PARK (VLG)
- ☐ UNIONVILLE (VLG)
- ☐ WALDEN (VLG)
- ☒ WALLKILL (TN)
- ☐ WARWICK (TN)
- ☐ WARWICK (VLG)
- ☐ WASHINGTONVILLE (VLG)
- ☐ WAWAYANDA (TN)
- ☐ WOODBURY (TN)
- ☐ WOODBURY (VLG)

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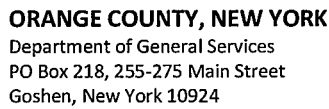
SECTION 1:

Please estimate the total number of unduplicated elderly aged 60+ to be served in each of the following categories:			
A. age 60+	250	G. # American Indian/Alaska Native American	2
B. low income	200	H. Asian	5
C. low income minority	75	I. Black/African American	75
D. disabled/frail	25	J. Native Hawaiian/Other Pacific Islander	5
E. age 75 – 84	175	K. Hispanic/Latino	80
F. lives alone	220	L. White	83
		M. TOTAL UNDUPLICATED (Sum of G through L MUST equal A)	

SECTION 2:

ALL CALCULATIONS MUST BE ROUNDED TO THE NEXT WHOLE NUMBER AND/OR DOLLAR.

1. SERVICE	2. NUMBER OF UNITS OF SERVICE	3. COST PER UNIT	4. COST OF SERVICE/TOTAL BUDGET
TRANSPORTATION	8,000	\$ 9.30 \$19.53	\$ 156,239
5. ANTICIPATED INCOME (<u>Please note</u> the risk that the voluntary contributions received may be less than the proposed amount shall be borne by Vendor)			\$ 7,500
6. NET TOTAL (# 4 minus # 5)			\$ 148,739
7. SUBCONTRACTOR MATCH			
a. Enter matching funds			\$ 74,369.50
b. Match percent (# 7.a divided by # 6; Subcontractor match MUST be greater than or equal to 10%)			50 %
8. NET APPLICATION (# 6 minus # 7.a)			\$ 74,369.50
9. NET COST PER UNIT (# 8 divided by #2)			\$ 9.30



RFP TITLE: Title IIIB Transportation

RFP-OFA05-26

ALL QUESTIONS REGARDING THIS RFP MUST BE ON THIS FORM and either faxed to the Department of General Services at (845) 378-2365 or emailed to GeneralServices@orangecountygov.com with questions typed in the body of the email, and with the subject line "RFP Questions", by the time and date specified in the Instructions to Offerors. **Questions will be answered in an Addendum/Addenda to be shared with all interested Offerors. Questions will not be responded to individually.**

Telephone 845-346-4075 Fax 845-346-4072 Date 4/24/2026

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NON-COLLUSION CERTIFICATION

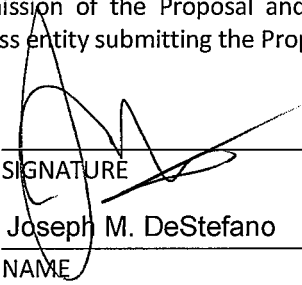
- (a) ~~By submission of this Proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:~~ **City of Middletown Recreation Department Senior Center**
- (1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition."
- (b) A Proposal shall not be considered for award, nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that an Offeror (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1)-(3) of this certification.

Any Proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Offeror for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Proposal contains the certification referred to in subparagraph (a)(1)-(3) of this certification, shall be deemed to have been authorized by the board of directors of the Offeror, or other authorizing body or vote of the offeror's business entity if other than a corporation, and such authorization shall be deemed to include the signing and submission of the Proposal and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Proposal.

4-29-2026

 DATE



 SIGNATURE
 Joseph M. DeStefano

 NAME
 Mayor

 TITLE
 City of Middletown

 BUSINESS NAME

 ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 24
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IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that: By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award, nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

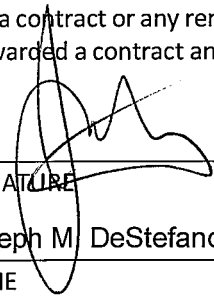
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any Proposal, Proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

4-29-2026
 DATE

City of Middletown
 BUSINESS NAME


 SIGNATURE
Joseph M. DeStefano
 NAME

Mayor
 TITLE

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

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RFP TITLE: Title IIIB Transportation**RFP-OFA05-26****DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Middletown, NY, Recreation Dept, Senior ServicesAddress: 16 James Street, Middletown, NY 10940Name and Title of Person Submitting this Form: Julisa Sierra, Senior Center Coordinator

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): ☒ No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): ☒ No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Signature

Date: 4-28-2026

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INFORMATION SHEET

The questions asked on this information sheet are voluntary. It is not necessary to complete this Information Sheet. Filling out this sheet does not change your chances of a contract award in any respect. By completing this form, you will be helping the County track trends that we believe to be of importance. The information collected will NOT be used to compile mailing lists and will not be used to contact you. It will also not be sold. The information collected may be used to generate reports showing historical data with regard to the County's purchasing process.

Business Name: City of Middletown, New York Recreation Dept. Senior Center

Address: 16 James Street, Middletown, NY 10940

In what county are the primary operations of this business conducted? Orange

Business type (Sole Proprietorship, Corporation, LLC, etc.) Municipal Corporation

Does this business have a minority, women's, disadvantaged, or small business status? Yes ☒ No

If yes, please list the designation(s) and the certifying entity(ties) _____

How many individuals does this business employ? 8

Have you conducted business with the County before? ☒ Yes No

How did you discover this Proposal opportunity? Orange County General Services

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes ☒ No

If Yes, do you find it useful (explain) or if No, why? I did not have infoamtion regarding BidNet, but I would

like details for additonal resources.

Please list any other comments or suggestions pertaining to doing business with Orange County. _____

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NON-OFFEROR'S RESPONSE

BUSINESS NAME: City of Middletown, Recreation Department, Senior Center

For the purpose of facilitating your firm's response to our Request for Proposals, the County of Orange is interested in ascertaining reasons for prospective Offerors' failure to respond to Requests for Proposals. If your firm is not responding to this Proposal, please indicate the reason(s) by checking any appropriate item(s) below and faxing it to the Department of General Services at (845) 378-2365 or mailing it to the above address.

We are **not** responding to this RFP for the following reason(s):

- ☐ We do not offer this product or service.
- ☐ We are unable to meet specifications.
- ☐ Specifications not clearly understood or applicable (please note in "Other reason(s)" below if too vague, too rigid, etc.).
- ☐ We are unable to meet your bond requirements.
- ☐ Insufficient time allowed for preparation of Proposal.
- ☐ Incorrect address used or our branch/division does not handle this type of Proposal. Correct name and mailing address is:

- ☐ Other reason(s):

-
-
-
-

SUBMISSION OF PROPOSALS

SUBCONTRACTOR NARRATIVE

1. INTRODUCTION

- (a) Provide in narrative form a brief but descriptive background of the Offeror including the services it provides and its qualifications to perform the proposed service(s) described in the Specifications.

The City of Middletown, as applicant, provides various services and programs, Mulberry House Senior Center operates year-round, Monday through Friday, 8:30 a.m. through 4:30 p.m. In addition to the transportation project, seniors join in activities such as: aerobic, chair, osteopathic and aquatic exercises, yoga, line dancing, computer instruction, Musical band, fine arts, crafts, trips, and holiday events. In addition we have many groups that are beneficial to our adult population that utilize the senior center, that include: AARP and American Safety, Inc Safe Driving Courses, AARP-TCE E-Filing Tax Assistance, Take Off Pounds Sensibly (T.O.P.S), Chinese ESL weekend classes, Middletown Art Group, Business & Professional Women's Group, Orange County O&W Historical Society, Orange County Archeology Association, God's Heart for Women community group, and JFS.

- (b) Identify those services currently available to 60+ Seniors or support for caregivers provided by the Offeror.

All the above-mentioned programs and service are available.

- (c) When was the Offeror's firm/organization established? (month and year)

Incorporated March 1888

- (d) When the Offeror's firm/organization was last audited?

- (e) Provide an organization chart showing all functional units of the Offeror.

Mayor

Common Council

Recreation Supervisor, Raelynn Bertholf

*Senior Citizen Coordinator, Julisa Sierra

*F/T Activity Leader, Jean Beairst *F/T Receptionist, Donna Prevost *P/T Dispatcher/Clerk, Jacqueline Teixeira

*F/T Bus Driver, Kimberly Maxwell

*P/T Bus Driver, Luis Rodriguez & Edwin Sabater P/T Laborer, Eliseo Perez

(f) Identify which unit(s)/person(s) will conduct activities under this proposal by marking with An asterisk on the organizational chart or list here.

Marked above

2. **PROBLEM STATEMENT/NEED(S) ASSESSMENT**

(a) Detail the Offeror's reason(s) for submitting this proposal under this RFP. For each proposed service, explain what problem(s) will be addressed and on whose behalf, and how the Offeror organization came to realize the problem(s) exist(s).

The Transportation Program is a service that the elderly very much depends on and is essential for activities of daily living. This population is living longer, have stopped driving, and need a means of transportation to survive. The Senior Shuttle bus operates throughout the City of Middletown and areas of the Town of Wallkill, along Crystal Run Road and Galleria shopping area. We also make trips to include Saturday's Farmer's Market, local theatre productions, local sightseeing rides and also Orange County events for the seniors such as the Senior Games & Health & fitness Day. Medical appointments are one of the highest priorities of the program. The average cost of a Taxi is about \$10.00 each way, which demands a costly means of transportation, causing seniors to deter from making their appointments as a result of incurring the high cost increasing the demand for our services of the Shuttle Bus. The average age of the elderly using the services are between 75-84 years old. Through surveys, outreach events and communication with common council and Mayor's office, we have been able to determine that transportation is one of the greatest problems that 60+ aged persons are experiencing.

(b) Indicate whether this is a new program for the Offeror. If "YES," describe the major steps necessary to get this program fully operational and include a brief timetable, including the projected start-up date.

This is not a new program it has been active since 1976. From the commencement of the program, we have grown from a 10 passenger Club Wagon, one driver that completed an average of 150 rides monthly to currently providing an average of 700 rides monthly with 3 drivers and three shuttle buses; one 14- passenger and two 12 -passenger. We operate 6 days weekly and during summer months 7 days.

(c) Indicate whether services will be provided in handicapped accessible facilities. If "YES," please indicate which facilities have ramps, hydraulic lifts, special fixtures or other accessibility features. If "NO" how does Offeror intend to service handicapped 60+ Seniors (i.e. special assistance or services)?

The three vehicles (2 -12 passenger and 1-14passenger) are handicapped accessible containing, hydraulic lift, ergonomic hand rails, safety step and safety straps to accommodate riders.

3. **PROGRAM OBJECTIVES**

(a) List each proposed service. Describe the problem-related outcomes (goals/end results) the Offeror organization proposes to achieve as the result of providing each service in it proposal. Include how this program/project will work with other similar or related program within the County to fill service gaps for 60+ seniors.

- Providing the means by which the Elderly can stay mobile in their home environment and be as independent as possible.
- Provide affordable transportation to daily living activities such as medical appointments, nutrition site, grocery shopping, and agency appointments including adult daycare programs.

(b) Describe the geographic area to be served by the Offeror, including any service limitations, if applicable (service area by municipality must also be indicated on the Proposal Form).

Corporate boundaries of the City of Middletown and surrounding streets of Town of Wallkill; including Senior Way Apartments, Wallkill Living Center on Schutt Rd, Regency Court of Schutt Rd., East Main St including Slatewood Apartments, Oak Ridge Apartments. Highland Ave. Ext./ Upper North St. Also, Transportation is available to Dunning Rd, and Crystal Run Rd up to Rykowski Lane and occasional out of city for Senior Games & Health & Fitness events (Thomas Bull Memorial Park, Montgomery, NY) as selected into neighboring cities as selected.

(c) Describe how Participants are prioritized for the Services in the event funding is not adequate to represent all who request Service.

Participant with medical needs or dining are prioritized and next grocery and wellness purchasing needs and then activity/entertainment/any other transportation.

(d) Identify the specific days of the week and specific hours per day each service will be available.

Monday through Friday 8:30 am-4:30 pm

Sundays 8:00 am-1:00 pm

Seasonal: (Summer) Friday Evening Concerts from 6:00 pm to 9:00 pm

Saturday (Farmer's Market and Soon's Orchard) 8:00 am to 12:30 pm

(Fall) Fall Foliage Tour as selected 3:00 pm-4:30 pm

(Winter) Christmas Light Tour as selected 5:00 pm-7:00pm

(Spring) Garden Tour 4:30-6:00 pm as selected

(e) Describe the function and composition of any committees (policy; advisory or ad hoc) which will be connected with the program/project.

The Transportation Project functions under the Senior Citizens Department of the City of Middletown. The Senior Center Department is under the Supervision of Recreation Department that is in turn governed by The Mayor and The Common Council of the City of Middletown.

4. **METHODS**

(a) List the methods (also known as steps/strategies/activities/ procedures) the Offeror will use to Achieve each of the program objectives outlined above.

- Elderly stay mobile and independent. Bus schedule operation is 6 days per week as opposed to just 5 days.
- Three buses are available and are used to add service for additional medical appointments or additional passengers and maximum member served.
- The Senior Center Newsletter, advertising and invitations advise seniors about ways to stay active and interact with others in their community

(b) What special activities does the Offeror propose to serve low-income minority Elderly?

Bus Schedule/brochures are placed in low-income and Senior Developments in the City of Middletown. The brochures are also sent to local churches and healthcare facilities. Speaking engagements are also arranged and attended with service groups, church groups, and local senior clubs. We provided all activities and services at no cost to the senior population. Announcements are made on Public Education Cable station/Community Bulletin Board and City of Middletown website: www.middletownNY.gov and [Facebook page](#), City of Middletown Council meetings and all additional social media platforms.

5. **SELF-EVALUATION**

1. Describe the Offeror's plan for determining the degree to which the planned objectives are met and the proposed methods are followed.

The Annual verbal report from the Senior Citizen Director is delivered to the full Common Council. This report outlines the year's objectives and how they were met. Methods for determining services objectives are through the monthly reports, communication with riders and staff, and quarterly staff meetings to discuss changes and concerns with transportation program and any improvement details for implementation.

6. **FUTURE AND OTHER NECESSARY FUNDING**

- (a) Describe the amount and source of the funds (in-kind and/or cash) used to match the funds being requested from the OCOFA. Identify with an asterisk (*) those funds already secured.

The amount of *\$156,239 has been requested by the Senior Citizen Department Head at Budget Committee Meeting in October for approval. The general City of Middletown budget is then voted on by the end of the year and adopted. This appropriation is then placed in the Senior Citizen Budget for strict use for this project.

(b) Describe the Offeror's plan for continuing the proposed program/project beyond the funding period outlined by OCOFA.

The applicant would be compelled to reduce the service by half. A half-day program may be substitute but not the solution. Keeping the elderly from becoming homebound and then institutionalized is one of the goals of this vital service. Days of operation would also be cut in half by rising costs of operation, in addition the employees' salaries and benefits.

(c) Persons served through this proposal must be given the opportunity to donate towards the services they receive. What methods will the agency use to notify the proposed program/project participants of this opportunity?

The donation information is printed on the bus brochure and schedules as well as staff has been trained to explain all aspects of the program including the opportunity to donate toward services rendered.

(D) Indicate whether there will be a voluntary contribution schedule. If so, indicate proposed Amount/s and the proposed method of informing the program/project participants of the opportunity for voluntary contribution.

Proposed voluntary contribution is \$1.00 per one-way trip. Brochures and our monthly newsletter have been created to identify this amount and notation that it is a suggested contribution. Annually a letter updating riders, noting their donations is greatly appreciated and adds to such a valuable program, continuation and growth of such.

(E) Contributions, if any, must not be tracked to the individual making the contribution. How will this Confidentiality be assured?

A locked box is provided at the front of the bus located at the left-hand side of the bus door, attached to inner wall of the bus panel. The other riders are unable to see the box when seated. The bus drivers do not handle any money from ridership, until end of day when driver and Senior Citizen Director gather monies into locked box in the main office. The contributions are then tallied at the end of the day and confirmed with two staff members and taken to Finance Department for deposit.

7. STAFFING PLAN

EXHIBIT A

COMPLETE THIS CHART FOR THE PROPOSED PROJECT

Identify Each Position Individually By Title	# hours per week for this program	Please put an X if Staff Member is: **										If New, Date Position To Be Filled	
		Sex		Age		AL/AN	AS	B/AA	NH/PI	H/L	W	D/F	
		M	F	Under 60	Over 60								
Maxwell, Kimberly F/T Bus Driver	40		X	X							X		
Rodriguez, Luis P/T Bus Driver	25	X			X					X			
Sabater, Edwin P/T Bus Driver	15	X		X						X			
Teixeira, Jacqueline P/T Dispatcher	20		X		X					X			

**M=Male F=Female AI/AN=American Indian/Alaskan Native American AS=Asian
 B/AA=Black/African American NH/PI=Native Hawaiian/Other Pacific Islander H/L=Hispanic/Latino
 W=White D/F=Disabled/Frail

EXHIBIT B - Job Descriptions and Minimum Qualifications

LIST COMPLETE JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS FOR EACH POSITION INVOLVED
IN THE PROPOSED PROGRAM (use additional pages as necessary)

Job Title: F/T Bus Driver (Kimberly Maxwell)

Annual Salary: \$40,770

Hourly Salary: \$19.60

Minimum Qualifications:

Class E Driver's License with the New York State compliance with Motor Vehicle Law.
A minimum of two year's experience driving with related duties with Seniors
Through knowledge of Middletown street and surrounding areas

Job description:

Day-to-day transportation of senior citizens, 60 years of age and older, to destinations throughout the City of Middletown, providing door-to-door service. Arrange Daily route schedule with transportation clerk/dispatcher and coordinate with part-time driver route designation. Complete vehicle pre-check and post check daily, maintaining a clean and safe vehicle, by making Senior Coordinator aware of maintenance issues to address promptly and efficiently. Make sound judgments under emergency conditions. Keep daily route sheets organized and document any changes and rides completed assuring riders has completed necessary forms and documentation to part-take in program. Report all rides to dispatcher/clerk daily.

EXHIBIT B - Job Descriptions and Minimum Qualifications

LIST COMPLETE JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS FOR EACH POSITION INVOLVED
IN THE PROPOSED PROGRAM (use additional pages as necessary)

Job Title: Part-time Clerk/Dispatcher (Jacqueline Teixeira)

Annual Salary: \$16,640 Hourly Salary: \$16.00/hr

Minimum Qualifications:

At least two years experience in an office setting, preferably with Senior Citizen. Computer program literate and typing experience. Knowledge of Microsoft word, excel and outlook. Data entry and high call volume multi-tasking needed.

Job Description:

Take reservations for ridership schedule and prepare daily route sheets for drivers. Maintain communication with drivers, rider and Senior Coordinator. Dispatch participant rides accordingly and timely to drivers. Provide a courtesy call to riders for anticipated pick-up time. Provide program details to new or possible riders. Encourage senior center participation and also have newsletter and program details available. Maintain communication with drivers and office staff to assure riders are properly scheduled. Input daily route details into forms required for monthly reporting.

EXHIBIT B - Job Descriptions and Minimum Qualifications

LIST COMPLETE JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS FOR EACH POSITION INVOLVED
IN THE PROPOSED PROGRAM (use additional pages as necessary)

Job Title: P/T Bus Driver (Luis Rodriguez)

Annual Salary: \$17,860 Hourly Salary: \$17.17/hr

Minimum Qualifications:

Class E Driver's License with the New York State compliance with Motor Vehicle Law.
A minimum of two year's experience driving with related duties with Seniors
Thorough knowledge of Middletown street and surrounding areas

Job description:

Day-to-day transportation of senior citizens, 60 years of age and older, to destinations throughout the City of Middletown, providing door-to-door service. Arrange Daily route schedule with transportation clerk/dispatcher and coordinate with part-time driver route designation. Complete vehicle pre-check and post check daily, maintaining a clean and safe vehicle, by making Senior Coordinator aware of maintenance issues to address promptly and efficiently. Make sound judgments under emergency conditions. Keep daily route sheets organized and document any changes and rides completed assuring riders have completed necessary forms and documentation to participate in program. Report all rides to dispatcher/clerk daily.

EXHIBIT B - Job Descriptions and Minimum Qualifications

LIST COMPLETE JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS FOR EACH POSITION INVOLVED
IN THE PROPOSED PROGRAM (use additional pages as necessary)

Job Title: P/T Bus Driver (Edwin Sabater)

Annual Salary: \$8,900 Hourly Salary: \$17.15

Minimum Qualifications:

Class E Driver's License with the New York State compliance with Motor Vehicle Law.
A minimum of two year's experience driving with related duties with Seniors
Through knowledge of Middletown street and surrounding areas

Job description:

Sunday and seasonal Friday & Saturday transportation of senior citizens, 60 years of age and older, to churches within City of Middletown and seasonal (summer) Friday concerts and farmer's market Saturday morning, providing door-to-door service. Arrange route schedule with transportation clerk/dispatcher. Complete vehicle pre-check and post check daily, maintaining a clean and safe vehicle, by making Senior Coordinator aware of maintenance issues to address promptly and efficiently. Make sound judgments under emergency conditions. Keep daily route sheets organized and document any changes and rides completed assuring riders have completed necessary forms and documentation to participate in program. Report all rides to dispatcher/clerk.



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 202-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing A Starting Salary Of \$72,116 For an Accountant In The Finance Department

Be It Resolved, that the Common Council concurs with the Board of Estimate and Apportionment and hereby authorizes the starting salary of **\$72,116.00** for **Marsha Vitulli** in the newly created position of **Accountant in the Finance Department**.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	BOE Request Accountant Role
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DEPARTMENT OF FINANCE City Of Middletown

Leonora Liz
Treasurer

16 James Street
Middletown, NY 10940
Tel: (845) 346-4150
Fax: (845) 343-1101

August 12th, 2026

To: The Board of Estimate

From: Leonora Liz, Treasurer

Requesting to approve the starting salary for the accountant's Position approved earlier this year by the Civil Service Commission Board to \$ 72,116. This position was created to consolidate internal functions that are a direct conflict of internal control in the department. We would like to offer this position to Marsha Vitulli. She has been with the City for about 7 years and in her time gain multiple knowledge of the City's financial processes.

Sincerely,

DISTINGUISHING FEATURES OF THE CLASS: The work involves independent responsibility for the maintenance of a comprehensive system of accounts in a municipality or school district. This position exercises functional control over the establishment and revision of accounting systems within the jurisdiction. Work is performed under administrative direction with latitude for independent judgment in solving technical accounting problems. May supervise assigned personnel. Does related work as required. May require some duties and responsibility of the Treasurer in their absences.

TYPICAL WORK ACTIVITIES:

Plans and initiates accounting procedures and routines within a uniform system of accounts;
Participates in the formulation of accounting policies;
Performs management reviews and operational audits;
Makes recommendations to correct or modify existing inefficient or improper procedures;
Participates in the maintenance of all required accounting transactions and accounting record books;
Prepares financial reports and supporting documentation required by regulatory agencies;
Assists in the preparation of full disclosure reports;
Assists in preparation of the annual budget;
Maintains record of all indebtedness;
Prepares and monitors cash flow projections for investment.
May supervise and train accounting personnel.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of generally accepted accounting principles, practices and techniques as they relate to public sector operations; good knowledge of office terminology, procedures and equipment; good knowledge of budgeting practices; ability to maintain and audit comprehensive accounting records including general journals and ledgers; ability to prepare complex financial and audit reports; ability to use computer accounting systems and spreadsheet software; ability to carry out complex oral and written instructions; ability to train and supervise subordinate personnel; sound judgment; accuracy; integrity; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Masters degree including or supplemented by 18 semester credit hours in accounting; OR
- (B) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Bachelors Degree including or supplemented by 18 semester credit hours in accounting and one (1) year of paid general accounting or municipal auditing experience; OR
- (C) Completion of a minimum of 60 semester credit hours at a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees including or supplemented by 18 semester credit hours in accounting and three (3) years of paid experience as described in (B) above.

NOTE: Certification as a Public Accountant by the State of New York may be substituted for two (2) years of experience.

JURISDICTIONAL CLASS: Competitive

Adopted by the Middletown Civil Service Commission: November 15, 2006
Revised April 21, 2026



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 203-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$59,329 General Fund Budget Transfer for the Fitness Court Studio Project.

Be It Resolved, that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer **\$59,329.00** to cover the remaining cost of construction of the fitness pad at Maple Hill Park by GMC Construction SVCS Inc. The final construction cost totaled **\$118,578.57**, including additional fill material and steel reinforcing required pursuant to the Orange County bid, with **\$59,250.00** previously available in the project account, as follows:

From	To	Amount
General Fund Balance H.7110.214 – Fitness Court Studio		\$59,329.00

Prepared by:
Jacob Tawil

Attachments:

1.	Fitness Pad BOE memo
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: August 11, 2026
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
Raelynn Bertholf-Superintendent of Recreation
From: Jacob Tawil-Commissioner of Public Works *J. Tawil*
Re: Fitness Pad

We were requested to help in construction of the fitness pad at Maple Hill Park. We contracted with GMC Constructions SVCS Inc. to do the work based on Orange County Bid/Contract. Proposals were obtained from contractor which included additional payment for fill material and steel reinforcing per county bid that were not quantified at that time. Final Pad construction cost was \$118,578.57. \$59,250.00 was available on the line. We are requesting \$59,328.57.

	FROM	AMOUNT	TO
1.		\$59,328.57	A.7110.214 Fitness Court

Thank you.

MC



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 204-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Authorizing a \$2,000 Budget Transfer for the 2026 Tax Lien Sale

BE IT RESOLVED; that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$2,000, in the following manner,

FROM	TO	AMOUNT
A.1990.991 Appraisal of Property	A.3162.900 Tax Sale Expense	\$2,000

To cover the cost of the Tax
Lien Sale

Prepared by:

Leonora Liz, Treasurer

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 205-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

**Resolution Amending Credit Card Policy To Increase Monthly Limit To \$4,000 For
Director Of Economic And Community Development**

Be It Resolved, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes an amendment to **Section 2 – Authorization** of the City’s Credit Card Policy to increase the monthly credit card limit for the **Director of Economic and Community Development to \$4,000.00**, due to the volume of authorized departmental expenditures regularly exceeding the current monthly limit.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	CREDIT CARD POLICY
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CREDIT CARD POLICY

- 1) **Purpose:** The purpose of this policy is to set forth the procedures and requirements for the proper use of the City's credit cards. This policy applies to all City Officials and Employees who are permitted to use the City's credit cards to pay for actual and necessary expenses incurred in the performance of work-related duties for the City.
- 2) **Authorization:**
 - A. Only Authorized employees shall be permitted to use City credit cards and have signing authority.
 - B. The following Department Heads have been authorized to possess and use City credit cards with the applicable limits:

i. Mayor of City	\$5,000
ii. DPW Superintendent	\$3,000
iii. Chief of Police	\$10,000
iv. Director of Economic & Community Development	\$4,000
v. City Treasurer	\$2,000
vi. City Clerk	\$2,000
vii. Assessor	\$2,000
viii. Secretary to the Commission of Civil Service	\$2,000
ix. Superintendent of Recreation	\$3,000
- 3) **Credit Card Usage:**
 - A. City credit cards shall only be used for legitimate City business expenses.
 - B. All credit card purchases must comply with General Municipal Law section 103 and the City's procurement policy.
- 4) **Documentation of Credit Card Purchases:**
 - A. All credit card purchases shall be supported by a vendor invoice or itemized purchase receipt that identifies what was purchased.
 - B. Cardholders shall submit receipts with their monthly statement from the credit cards company via the Accounting software in a timely manner so the monthly bill may be paid on time.
- 5) **Restrictions on Credit Card Usage:**
 - A. City credit cards shall not be used for cash advances, cash withdrawals, or payment of any personal or unauthorized expenses.
 - B. City credit cards shall not be used in those businesses and locations at which the City has an open account.
 - C. Any individual who makes an unauthorized purchase with a City credit card shall be required to reimburse the City for the purchase. The amount of such unauthorized purchases may be recovered from an employee's paychecks.
- 6) **Safekeeping and Monitoring of Credit Cards:**
 - A. City credit cards shall be kept in a secure location when not in use.
 - B. Cardholders must take proper care of City credit cards and shall take all reasonable precautions against damage, loss or theft. Any damage, loss or theft must be reported

immediately to the Mayor or City Treasurer and the appropriate financial institution.
Failure to take proper care of credit cards or failure to report damages, loss or theft may be subject to the employee to financial liability.

- 7) **Fraud and Abuse Reporting:** Any employee that discovers potentially fraudulent, abusive or otherwise questionable credit card activity shall report activity to the Mayor. These types of transaction will be investigated upon notice and the cardholder's account may be suspended during that investigation period.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No: 206-26

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Resolution Confirming the Mayor's Appointment of Gerald Kleiner as City Historian

WHEREAS, Peter Laskaris faithfully served the City of Middletown for many decades as City Historian and through his dedicated involvement with the Middletown Historical Society, preserving and sharing the history and heritage of the City of Middletown; and

WHEREAS, the City of Middletown mourns the passing of Peter Laskaris and recognizes with gratitude his many years of dedicated service to the City and the community; and

WHEREAS, a vacancy now exists in the office of City Historian for the remainder of the unexpired term previously held by Peter Laskaris, which expires **December 31, 2026**; and

WHEREAS, Mayor Joseph M. DeStefano has appointed Gerald Kleiner to serve as City of Middletown Historian and to fill said vacancy for the remainder of the unexpired term;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Middletown hereby confirms the Mayor's appointment of **Gerald Kleiner as City of Middletown Historian**, to fill the unexpired term of Peter Laskaris, **ending December 31, 2026**.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: August 18, 2026
Index No:

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

Richard P. McCormack
Clerk to the Common Council

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Ald. Rodriguez				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Gomez				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

**Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the Treasurer be
Authorized to Issue Warrants for their Payment**

Resolution Authorizing the Accounts be Audited, Claims Adjusted, and the Treasurer be
Authorized to Issue Warrants for their Payment

Prepared by:
Leonora Liz, Treasurer

Attachments:

None