

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
FEBRUARY 15, 2024 - 4:00 PM
COMMON COUNCIL CHAMBERS

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES

3.1. Accept the Minutes of February 1, 2024, and February 6, 2024

4. NEW BUSINESS

Authorization to enter into an agreement with the County Of Orange for the Fire Safety Trailer for National Night Out

Authorization to Surplus Vehicles in the Police Department

Authorization to increase the Part Time Police Assistant rate increase to \$23/hr

Authorization to amend contract approved for 2024 transportation program

Authorization to Increase Senior Trips Revenue Line

Authorization to Accept the 2023 COPS Technology Grant in the amount of \$300,000

Approval of proposal from H2O for services at the WTP and WWTP 2024

5. ADJOURNMENT



**CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
FEBRUARY 6, 2024**

Roll Call

Present: Mayor DeStefano, Council President Rodrigues, Alderman Masi

Absent: None.

Approval of Minutes

Accept the Minutes: None

NEW BUSINESS

Authorization to Fund a Three-Year Commitment to Enhance the Enlarged City School District of Middletown's Application to host the NYS Boys Soccer Championship round for 2025, 2026, and 2027 *WHEREAS, The City of Middletown partnered with the Enlarged City School District of Middletown School on their submissions to New York State to host New York State High School sporting events at the Middletown facility; and*

WHEREAS, this partnership requires a financial plan along with adequate facilities and is a competition with other school districts throughout New York State; and

WHEREAS, hosting these championship events has a positive economic impact on the greater Middletown area when hosting these championship events.

NOW THEREFORE BE IT RESOLVED that the Board of Estimate and Apportionment authorizes funding for a three-year commitment to enhance the District's application to host the New York State Boys Soccer Championship round for 2025, 2026, and 2027 for \$5,000 per year, for a total of \$15,000 over the three years.

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$5000, in the following manner, to fund the first year of this commitment.

FROM

AMOUNT

TO

Fund Balance

\$5000

TBD

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

ADJOURNMENT



**CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
FEBRUARY 1, 2024**

Roll Call

Present: Mayor DeStefano, Council President Rodrigues, Alderman Masi

Absent: None

Approval of Minutes

Accept the Minutes of 01/10/2024

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

NEW BUSINESS

Authorization to Declare a Recreation and Parks Vehicle as Surplus

The Department of Recreation and Parks is requesting Authorization to Declare a Recreation and Parks Vehicle as Surplus:

Dodge 2008 Ram 3500 Mason Dump

Vin: 3D6WH46A68G214616

Reason: Needs a new transmission

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to Enter into an Agreement with Young Explosives for the 2024 Fireworks Show

Maria Bruni is requesting Authorization to Enter into an Agreement with Young Explosives for the 2024 Fireworks Show and to authorize the Mayor to sign the 2024 agreement.

The 2024 fireworks display will be held on Wednesday, July 3, 2024, at Fancher Davidge

Park. This is a budgeted item.

Upon consultation with our corporation counsel, Mr. Smith, has deemed this service as a professional service.

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to Increase Tipping fees for Interstate Waste Services

Commissioner Jacob Tawil is requesting Authorization to Increase Tipping fees for Interstate Waste Services based on the enclosed documentation

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to Accept a \$73,051 Grant from Division of Criminal Justice Services for the Purchase of Law Enforcement Equipment

Chief Ewanciw is requesting Authorization to Accept a \$73,051 Grant from the Division of Criminal Justice Services for the Purchase of Law Enforcement Equipment.

The funding for these grants will be used to support the purchase of portable and vehicle radios, police bicycles, and staffing evaluations for the department.

I am requesting to have a resolution prepared allowing us to accept this funding, and for this funding to be placed in a separate budget line.

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to Accept a \$6,500 Grant from Senator James Skoufis for operating expenses for our National Night Out Against Crime Event

Chief Ewanciw is requesting Authorization to Accept a \$6,500 Grant from Senator James Skoufis for operating expenses for our National Night Out Against Crime Event

The City of Middletown Police Department has been awarded \$6,500 sponsored by Senator Skoufis' office. The funding will be used for operating expenses for our National Night Out Against Crime event.

He is requesting to have a resolution prepared to allow the Police Department to accept this funding and be added to the previous DCJS/Skoufis grant line A.2705.06

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to Enter into An Agreement with Cherry Road Technologies Inc., for IT Support for 2024

Rick McCormack is requesting Authorization to Enter into An Agreement with Cherry Road Technologies Inc., for IT Support for 2024 and authorization for the Mayor to sign the agreement.

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to allocate \$1,000 in ARPA funding for RBT Consultation fees for ARPA administration. BE IT RESOLVED; the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$1,000, in the following manner, *for RBT Consultation fees for ARPA administration.*

<i>FROM</i>	<i>AMOUNT</i>	<i>TO</i>
<i>A.4785</i>	<i>\$1,000</i>	<i>AFG.888.900</i>

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to Amend an Agreement with Fusco Engineering for Additional Work for the Historical Tax Credit Process on the O&W Station Project

Maria Bruni is requesting Authorization to amend the agreement with Fusco Engineering for additional work required for the Historical Tax Credit process. Also, the Mayor is to sign, any necessary documents required pertaining to the amendment agreement. The amended agreement includes increased tax credit work required in the amount of \$75,000.00.

See the attached proposal and breakdown from Fusco Engineering.

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Discussion to authorize the purchase 15 1/2 Elm Street

Discussion to authorize the purchase 15 1/2 Elm Street

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Adjustments

72 Montgomery Street (Tabled from previous meeting)

Reduced to 50,000 for each period.

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

52 Roosevelt Ave

Reduced to 9000 gallons for each period.

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

ADJOURNMENT



**CITY OF MIDDLETOWN, NEW YORK
BOARD OF ESTIMATE
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: February 15, 2024
Index No:

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

**Authorization to enter into an agreement with the County Of Orange for the Fire Safety
Trailer for National Night Out**

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the attached agreement with the County Of Orange for the use of the Fire Safety Trailer for the National Night Out Against Crime event.

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

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	smoke trailer contract
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Steven M. Neuhaus
County Executive

ORANGE COUNTY
DEPARTMENT OF EMERGENCY SERVICES
DIVISION OF FIRE SERVICES



Peter J. Cirigliano II
Commissioner

Vini Tankasali
Deputy Commissioner
Orange County Fire Services
9 Training Center Lane
New Hampton, New York 10958
TEL: (845) 374-1900 FAX: (845) 374-1906
www.orangecountygov.com

January 26, 2024

City of Middletown
16 James Street
Middletown, NY 10940

I have completed the preliminary paperwork to start the contract process with the County of Orange for the Safety Trailer. Please complete the following:

1. Please fill out Page 5 under the User Contact Info on the right hand side of the document and sign, print, title and date under User. **Please note whomever calls to set up this agreement is the person who needs to be duly authorized to sign this paperwork and show proof of a resolution. THE NAMES MUST MATCH.**
2. We also need insurance certificates attached to the contract showing General Liability insurance in accordance with Article 13 of the contract. This General Liability insurance must list the County of Orange, 255-275 Main Street, Goshen, NY 10924, as additional insured. Please make sure that the liability coverage shows the value of the Fire Safety trailer being at a maximum of \$55,000. You must also present proof of **Workers Compensation (C-105.2) and Disability Benefits insurance (DB-120.1)**. If you are exempt from workers' compensation and/or disability benefits insurance coverage requirements, then a **CE-200** is required by the Worker's Compensation Board.
3. E-Mail everything back to me at:
sgillespie@orangecountygov.com
4. When the contract is approved Shannon Gillespie will call to let you know and you may contact Jim McCann at 845-374-1900 to set up the pickup of the Fire Safety trailer.

The process for having a contract approved in Orange County can sometimes take a while. It has several departments it proceeds through prior to final approval by the County Executive. **Please be advised that you should not proceed with your obligation towards this contract until you have received the contract signed by the County Executive. There is no contract with Orange County until it is signed by the County Executive.** As soon as the contract is signed and the process completed by the County Executive a copy of the contract will be forward to you.

If you have any questions, please feel free to call me at (845) 374-1900.

Sincerely,

Shannon Gillespie
Administrative Secretary
Enclosure

USE AGREEMENT

FOR COUNTY OF ORANGE FIRE SAFETY TRAILER

THIS AGREEMENT, effective as of the last date entered below, is entered into between the **COUNTY OF ORANGE**, by and through its Department of Emergency Services, Division of Fire Services, located at 9 Fire Training Lane, New Hampton, NY 10958, ("County") and the City of Middletown ("Department") by and through Joseph DeStefano, in his official capacity as Mayor of City of Middletown ("User"). The County agrees to allow the User use of the County Fire Safety Trailer subject to the terms and conditions of this Agreement.

I. TERM OF THIS AGREEMENT

This Agreement commences on August 2, 2024 and expires on August 7, 2024. The County may elect to terminate this Agreement at any time with written notice to the other party, effective in accordance with the terms of the notice provision in Section XVIII of this Agreement.

II. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to share a resource that will support and stimulate fire safety awareness in the general public. The resource is the County Fire Safety Trailer—a mobile 2-story trailer equipped with various fire safety and prevention features. This Agreement will establish a method for communities to promote fire safety with the following goals at its core.

- A. Reduce loss of life and property due to fire.
- B. Reduce injuries due to fire.
- C. Reduce occurrence of fire in homes.
- D. Improve maintenance of smoke detectors in homes.
- E. Improve understanding of importance of home fire drills and escape plans.
- F. Improve understanding of how and when to use E-911 to summon assistance during emergencies.

III. RENT

There shall be no rent charged for use of the Fire Safety Trailer.

IV. RESPONSIBILITIES OF THE PARTIES

The County and the User agree to the following responsibilities and will exert all reasonable efforts to fulfill the responsibilities stated below.

A. County's Responsibilities

- 1. Housing and general maintenance of the Fire Safety Trailer.
- 2. Scheduling use of the Fire Safety Trailer.

3. Revisions of the Fire Safety Trailer procedure manual.

4. Providing orientation to User on safe transportation and use of the Fire Safety Trailer.

B. User's Responsibilities

1. Orientation of support personnel for safe transportation and operation of the Fire Safety Trailer.

2. Safe transportation of the Fire Safety Trailer.

3. Safe operation of the Fire Safety Trailer.

4. Cleaning the Fire Safety Trailer and re-stocking consumed supplies before returning it to the County.

5. Absorbing costs for repair of damages to the fire Trailer that may occur while in Users possession.

6. Provide liability coverage for injuries or death that may occur to visitors of the Fire Safety Trailer while in User's possession. User shall provide County with a certificate of insurance naming the County as an additional insured. The coverage shall be:

i. A minimum of one million dollars (\$1,000,000.00) per occurrence for death or injury to visitors.

ii. Maximum of fifty-five thousand dollars (\$55,000.00) for repair or replacement of the Fire Safety Trailer and its contents.

7. Costs relating to insuring, transporting and operating the Fire Safety Trailer shall be the responsibility of the User.

V. COUNTY'S RIGHT TO INSPECT

County shall have the right at any time during normal business hours to enter on the premises where the Fire Safety Trailer is located for the purpose of inspecting it or observing its use, maintenance and operation.

VI. USER'S INSPECTION AND ACCEPTANCE

User acknowledges that it has inspected the Fire Safety Trailer prior to using it pursuant to this Agreement, that it is in good condition, and that User has accepted the Fire Safety Trailer in good condition.

VII. RETURN OF PROPERTY

On the expiration or termination of this Agreement, User agrees to return to County, at User's own expense, the Fire Safety Trailer in as good a condition as it was when delivered to user, ordinary wear and tear resulting from Fire Safety Trailer use alone excepted, and free from all liens and encumbrances, to the County's Fire Training Center, located at 9 Fire Training Lane, New Hampton, NY 10958.

VIII. WARRANTIES

County does not make any warranties, express or implied, nor shall any warranties arise by operation of law, as to the Fire Safety Trailer, including fitness for any particular use, merchantability, design, capacity, or performance.

IX. USE, CARE AND OPERATION OF PROPERTY

User shall use the Fire Safety Trailer in a careful and proper manner, and shall comply with all laws and regulations prescribed by governmental authority and with the County's instructions relating to the possession, use, maintenance, repair, and operation of the Fire Safety Trailer.

X. AUTHORITY OF COUNTY REPRESENTATIVES

1. This Agreement must be executed by the County Executive, or his or her designee, in order to bind the County.
2. The Deputy Commissioner of the Division of Fire Services, or his or her designee, shall serve as the County's authorized representative for the administration of this Agreement.
2. The Deputy Commissioner of the Division of Fire Services, shall have the authority to issue written procedures for use of the Fire Safety Trailer under this Agreement.
3. The Deputy Commissioner of the Division of Fire Services, or his or her designee, shall have the authority to approve or disapprove use of the Fire Safety Trailer by any User.
4. The Deputy Commissioner of the Division of Fire Services, or his or her designee, is authorized to require Users to undergo any orientation or refresher orientation he or she may deem necessary for safe transportation and operation of the Fire Safety Trailer.

XI. ALTERATIONS

User shall not make any alterations, additions or improvements to the Fire Safety Trailer without the prior written consent of County. All such additions and improvements shall immediately become the property of County and subject to the terms of this Agreement.

XII. LOSS OR DAMAGE

User assumes all risks of loss of or damage to the Fire Safety Trailer from any cause and shall reimburse the County for any loss or damages to the property. This provision shall survive any expiration or termination of this Agreement.

XIII. INDEMNIFICATION AND HOLD HARMLESS

User agrees to indemnify, defend and hold the County harmless from all actions, suits, liabilities or damages resulting from, or arising out of, any acts or omissions by the User, its agents, employees, customers, or invitees in the occupation or use of the Fire Safety Trailer, and to pay all costs, including but not limited to litigation expenses and reasonable attorneys fees, connected therewith. This provision shall survive any expiration or termination of this Agreement.

XIV. ASSIGNMENT OR SUBLEASING BY USER

User shall not assign, sublet or transfer any of its rights under this Agreement without the prior written consent of County. User shall not lend or allow the Fire Safety Trailer to be used by any person other than User's employees, without the prior written consent of County.

XV. WAIVER

No delay or omission to exercise any right of County under this Agreement shall be construed as a waiver of any such right or as impairing any such right. Any waiver by County of a single breach or default shall not be construed as a waiver of any prior or subsequent breach or default.

XVI. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement invalid, it shall be considered deleted from this Agreement, but such invalidity shall not affect the other provisions that can be given effect in the absence of the invalid provisions.

XVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of any conflicts of laws or rules that would require the application of another jurisdiction's laws.

XVIII. NOTICE

All notices as required in this Agreement shall be in writing. Except as otherwise provided herein, all notices may be given by certified mail, by personal delivery, by nationally recognized overnight courier service or by facsimile. Notice by certified mail will be effective upon sending provided such notice is simultaneously transmitted by facsimile, subject to the confirmation requirements contained herein. Notice by personal delivery will be effective upon delivery to the other party. Notice by nationally recognized overnight courier service shall be effective one (1) day after delivery of notice to such overnight courier service. Notice by facsimile will be effective upon receipt by the other party. If notice is given by facsimile, the sender thereof shall,

immediately after sending such notice, confirm by telephone, addressee's receipt of such notice. Notices to the County and the User must be addressed to the address or addresses of the respective party as set forth above. All reference to "days" in this Section XVIII shall be deemed to mean calendar days.

County Contact:

Name: James McCann
Title: Training Center Manager
Address: 9 Training Center Lane,
New Hampton, NY 10958

Phone No.: 845-374-1900

User Contact:

Name: Joseph DeStefano
Title: Mayor
Address: 16 James St.
Middletown, NY 10940

Phone No.: 845-346-4100

Fax No.: N/A

Email: pgalli@middletownpolice.com

XVIX. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. This Agreement shall not be amended except by written Agreement signed by both parties.

XX. HEADINGS

Headings or titles to sections or paragraphs of this Agreement are solely for the convenience of the parties and shall have no affect whatsoever on the interpretation of the provisions of this Agreement.

COUNTY

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

Date: _____

USER

By: _____ (Signature)

Joseph DeStefano (Printed)

Mayor (Title)

Date: _____



**CITY OF MIDDLETOWN, NEW YORK
BOARD OF ESTIMATE
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: February 15, 2024
Index No:

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

Authorization to Surplus Vehicles in the Police Department

WHEREAS, the following vehicles are in disrepair, needing work that would cost more than the value of the vehicles;

NOW THEREFORE BE IT RESOLVED; that the Board of Estimate and Apportionment declares the following vehicles as surplus property and authorizes their disposal at a vehicle auction.

Year	Make	VIN Number	Vehicle number	Color	Issue(s)
2014	Ford	1FAHP2MKXEG101152	33	Marked patrol	Engine, exhaust, frame
2007	Chevrolet	1GNFK03087R405178	31	TAC	Various electrical issues
2009	Chevrolet	2G1WT57N691292859	29	Parking	Electrical issues

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	2024 VEHICLES SURPLUS- AUCTION
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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

February 9, 2024

Honorable Joseph M. DeStefano &
City of Middletown Common Council
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano and Members of the Common Council:

Please accept this letter as my request to declare the following vehicles as surplus property:

year	make	vin number	vehicle number	color	issue(s)
2014	Ford	1FAHP2MKXEG101152	33	marked patrol	engine, exhaust, frame
2007	Chevrolet	1GNFK03087R405178	31	TAC	various electrical issues
2009	Chevrolet	2G1WT57N691292859	29	Parking	Electrical issues

These vehicles are in disrepair needing work that would cost more than the value of the vehicles. They would be disposed of by utilizing a vehicle auction.

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

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



**CITY OF MIDDLETOWN, NEW YORK
BOARD OF ESTIMATE
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: February 15, 2024
Index No:

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

Authorization to increase the Part Time Police Assistant rate increase to \$23/hr

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes a one-dollar (\$1) an hour change from \$22/hr to \$23/hr for a part-time Police Assistant.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	pt police assistant increase
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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

February 9, 2024

Honorable Joseph M. DeStefano &
City of Middletown Common Council
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano and Members of the Common Council:

I am requesting consideration for the change of rate for the Part time clerical position as Police Assistant from \$22 per hour to \$23 per hour.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "John Ewanciw". The signature is stylized with a large, looped "J" and "E".

John Ewanciw
Chief of Police

JE:ccd



**CITY OF MIDDLETOWN, NEW YORK
BOARD OF ESTIMATE
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: February 15, 2024
Index No:

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

Authorization to amend contract approved for 2024 transportation program

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an amendment to an agreement with the County of Orange for Title III-B funding for the Transportation Program, increasing the cost from \$23,200.50 to \$25,635.00.

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

BE IT FURTHER RESOLVED that the Board of Estimate and Apportionment authorizes the Treasurer to add the additional funding to GA.4089 Other Government Aid.

Prepared by:
Julisa Sierra, Senior Center Dir

Attachments:

1.	Amendment #5 for 2024
2.	City of Middletown Resolution



ORANGE COUNTY AMENDMENT

NO: 5

EFFECTIVE DATE: January 1, 2024

VENDOR: City of Middletown

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

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

- 1) **EXTENSION OF TERM.** The County hereby exercises its third option to extend the term of the Agreement for an additional one (1) year period commencing January 1, 2024, and ending December 31, 2024. (Renewal Term #3)
- 2) The annexed Schedule B-4 hereby supersedes and replaces Schedule B-3 (annexed to Amendment #4) in its entirety.
- 3) **NOT-TO-EXCEED COST.** The not-to-exceed cost set forth in Article 3 of the Agreement is increased by \$25,635.00 to \$137,740.50 as more particularly set forth below.
- 4) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-l, by execution of this Amendment No. 5 the Vendor and the individual signing this Amendment No. 5 on behalf of the Vendor certifies, under penalty of perjury, that the Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

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

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

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

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

6). **SIGNATURES.** A manually signed copy of this Amendment No. 5, delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Amendment No 5.

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

Agreement Not-to-Exceed Cost Prior to this Amendment	\$112,105.50
Net Increase resulting from this Amendment	\$25,635.00
Agreement Not-to- Exceed Cost including this Amendment	\$137,740.50
Agreement Term Prior to this Amendment	1/1/2021 – 12/31/2023
Agreement Term including this Amendment	1/1/2021 – 12/31/2024.

COUNTY

VENDOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE B-4

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
6,344 units of Transportation	\$20.77 (per one way trip per person)	\$131,764.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$131,764.00 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 \$25,635.00;

(b) Anticipated Income – Voluntary contributions in the amount of \$6,315.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$99,814.00.
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 \$6,315.00 projected on Schedule B-4 to the Agreement shall be borne by Vendor.



Senior Transportation: (845) 346-4070
Senior Activities: (845) 346-4071
Fax: (845) 346-4072

City of Middletown, New York
Mulberry House Senior Center
62-70 West Main St
Middletown, NY 10940

Center Information: (845) 346-4073
Senior Travel: (845) 346-4074
Director: (845) 346-4075

December 13, 2023

Board of Estimate
City of Middletown
16 James Street
Middletown, NY 10940

The Senior Citizen Department, Mulberry House Senior Center respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to accept additional funding of \$23,200.50 from Orange County Office for the Aging for 2023 Goldenarea Transportation within Senior Department Operating Budget and also review and accept amendments to accept funding for 2024 Fiscal year toward Golden Area transportation from Orange County Office for the Aging, within Senior Center, Goldenarea Transportation program as follows.

Also requesting to authorize the Treasurer to add the funding to the Other Govt Aid GA.4089.

Sincerely,

Julisa Sierra

Julisa Sierra



CITY OF MIDDLETOWN, NEW YORK BOARD OF ESTIMATE RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: February 15, 2024
Index No:

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

Authorization to Increase Senior Trips Revenue Line

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an increase in the Senior Center Trips and Activity Revenue line (A. 2351) and the expense line (A.6772.467) from \$70,000 to \$87,917.27, to cover the anticipated cost of upcoming senior trips.

TRIP :		CIA & FDR	SHEN YUN	Mackinac	ALVIN AILEY	THE WIZ	AMISHLANDS	SILVER	Shadowland	9/11 & NYC	t
Date	2024	MARCH 15th	APRL 18TH	MAY 3rd-11th	MAY 12TH	JUNE 12TH	JULY 10TH-12TH	JULY 16th	AUGUST	SEPT. 18TH	C
				Collette Tour							
1/26	Charter Invoice	1,235.00	\$ 1,375.00	PAYMENT	\$ 1,375.00	\$ 1,375.00		\$ 1,375.00			
	venue Invoice	2,426.33	\$ 7,095.00	DIRECT	\$ 4,418.00	\$ 6,464.50	\$ 27,450.00	\$ 2,200.00	1,040.00	\$ 9,450.00	
	Dining Invoice		\$ 3,300.00	TO THEM	\$ 1,750.00	\$ 4,513.44			1,300.00		
	Total Trip Cost	3,661.33	\$ 11,770.00		\$ 7,543.00	\$ 12,352.94	\$ 27,450.00	\$ 3,575.00	2,340.00	\$ 9,450.00	
	\$ 87,917.27										

Prepared by:
Julisa Sierra, Senior Center Dir

Attachments:

None



**CITY OF MIDDLETOWN, NEW YORK
BOARD OF ESTIMATE
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: February 15, 2024
Index No:

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

Authorization to Accept the 2023 COPS Technology Grant in the amount of \$300,000

BE IT RESOLVED; that the Board of Estimate and Apportionment accepts a \$300,000 grant to participate in the COPS Technology and Equipment Program effective through December 31, 2024.

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to deposit the funds into the COPS grant budget line, A.3134.200

The FY 2023 COPS Office Technology and Equipment Program (TEP) is an invitation only grant program designed to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	DOJ COPS GRANT 20232024
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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

February 14, 2024

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

RE: 15JCOPS-23-GG-01692-TECP
FY 2023 COPS Technology and Equipment Program Invitational Solicitation

Dear Mayor DeStefano and Members,

The City of Middletown Police Department has been awarded \$300,000 to participate in the COPS Technology and Equipment Program effective through December 31, 2024.

The FY 2023 COPS Office Technology and Equipment Program (TEP) is an invitation - only grant program designed to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

Upon approval, I am asking that this funding be added to the already created COPS grant budget line, A.3134.200.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



**CITY OF MIDDLETOWN, NEW YORK
BOARD OF ESTIMATE
RECORD OF VOTE**

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: February 15, 2024
Index No:

Names	Ayes	Noes	Abstain	Absent
Mayor DeStefano				
President Rodrigues				
Ald. Masi				
Total				

Approval of proposal from H2O for services at the WTP and WWTP 2024

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with H2O, dated February 8, 2024, for monthly services at the Water Treatment Plant and Waste Water Treatment Plan. The fee for services at the WTP for 2024 will be a total of \$24,062.50 per month for 12 months. This is currently a budgeted item. The fee for services, plus an additional full-time 3A operator, at the WWTP for 2024 will be a total of \$31,918.75 per month for 12 months. This is currently a budgeted item.

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

Prepared by:

Attachments:

1.	MEMO- BOE H2O-JCO 2024 RENEWAL WTP WWTP
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: February 9, 2024

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

Cc: Leonora Liz, Treasurer and Richard McCormack, City Clerk

From: Jacob Tawil, Commissioner of Public Works

Re: Approval of Proposal from H2O for Services at the WTP & WWTP

We are hereby requesting you to consider and approve the enclosed proposal from H2O, dated February 8, 2024, requesting renewal of the contracts for monthly services at the WTP and WWTP.

The fee for services at the WTP for 2024 will be a total of \$24,062.50 per month for 12 months. This is currently a budgeted item.

The fee for services, plus an additional full time 3A operator, at the WWTP for 2024 will be a total of \$31,918.75 per month for 12 months. This is currently a budgeted item.

Thank you.

JT/kg