



CITY OF MIDDLETOWN
2024 STATE OF THE CITY ADDRESS
COMMON COUNCIL MEETING AGENDA
MARCH 5, 2024

1. **PRESENTATION OF THE COLORS**
The Middletown High School Navy Junior Reserve Officer Training Corps, led by Cadet Deandre Olive, under the supervision of Chief Petty Officer Kyle Slingerland, USN Retired
2. **NATIONAL ANTHEM**
Middletown Twin Towers Middle School Chamber Singers
under the Direction of Ms. Lucas
3. **PLEDGE OF ALLEGIANCE**
Council President Rodrigues
4. **GOD BLESS AMERICA**
Middletown High School Student Caroline Pacella
5. **ROLL CALL**
6. **STATE OF THE CITY ADDRESS- MAYOR JOSEPH M. DESTEFANO**
7. **REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES**
8. **NEW BUSINESS**
 - 45-24 Request for an Increase to Aid and Incentives for Municipalities (AIM) Program Funding
 - 46-24 Authorization to Enter into An Agreement with Global Intelligence Inc., doing business as Cybercheck
 - 47-24 Authorization for Vehicles to be declared Surplus in DPW
 - 48-24 Authorization to accept DCJS Anti-Violence Initiative Grant for \$150,000 from the Police Department

49-24 Authorization to transfer \$440 for Winter Camp Scholarships in Parks and Recreation

50-24 Authorization to Enter into an Agreement with the County of Orange for Use of the Fire Safety Trailer for the Kids' Day Celebration

51-24 Authorization to Enter into an Agreement with Time Clock Plus, LLC

9. LOCAL LAWS

Local Law #1 of 2024: A Local Law Allowing Delinquent Overgrown Vegetation, Snow Removal, Garbage Can, Bulk Pick-Up, Dead Tree Removal, And Building Demolition Charges To Be Releved Into Real Property Tax Bills

10. AUDIT OF CLAIMS AND ACCOUNTS

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

11. ADJOURNMENT



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 5, 2024
Index No: 45-24

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. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Request for an Increase to Aid and Incentives for Municipalities (AIM) Program Funding

Whereas, the Aid and Incentives for Municipalities (AIM) program plays a critical role in funding essential municipal services for cities and villages across New York State; and

Whereas, city and village officials share the same priorities as our state leaders which is to make New York safer and more affordable; and

Whereas, New York's local governments, who are on the frontlines of controlling property tax affordability and ensuring public safety, are integral to achieving those goals; and

Whereas, the State has not increased AIM funding in 15 years and according to the Bureau of Labor Statistics, inflation has increased by nearly 45% during that same period; and

Whereas, this neglect from the State has led to rising municipal tax burdens and harmful disinvestment in essential municipal services and staff; and

Whereas, the property tax cap further limits the ability of local governments to properly fund the services their residents need; and

Whereas, the challenges of rising inflation, the increasing costs of labor and supplies, and the

end of extraordinary federal aid, only accentuate the need for an increase in AIM funding; and **Whereas**, the Governor's 2024-25 Executive Budget proposes to keep AIM funding flat; and **Whereas**, an increase in AIM funding would reduce the local tax burden and help revitalize communities across New York;

Now, therefore, be it resolved that the Mayor of the City of Middletown, Joseph M. DeStefano together with Common Council President J. Miguel Rodrigues and the entire City of Middletown (Orange County) Common Council urges Governor Hochul to work with the leaders of the Senate and Assembly and increase AIM funding in the 2024-25 adopted State Budget.

A copy of this resolution shall be sent to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator James Skoufis, Assemblymember Aileen Gunther and the New York State Conference of Mayors.

Prepared by:
Josepeh DeStefano, Mayor

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 5, 2024
Index No: 46-24

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. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into An Agreement with Global Intelligence Inc., doing business as Cybercheck

BE IT RESOLVED; that the Common Council concurs with the Board of Estimate and Apportionment and authorizes an agreement with Global Intelligence Inc., doing business as Cybercheck for use in investigative police work.

BE IT RESOLVED; that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Chief of Police to sign the agreement.

BE IT RESOLVED; that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$18,500, in the following manner, to cover the cost of the purchase.

FROM	TO	AMOUNT
Personal Services	\$18,500	Contractual Services

A.3120.100

A.3120.400

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	CYBERCHECK
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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

December 15, 2023

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

Dear Mayor DeStefano and Members of the Board of Estimate,

I am requesting that the City of Middletown Common Council approve the following transfers requests within our 2024 budget lines for the purchase of Cybercheck.

From	Amount	To
Personal Services	\$18,500	Contractual Services
A.3120.410		A.3120.400

Cybercheck is an invaluable resource for providing Law Enforcement (LE) with actionable intelligence to help solve complicated criminal cases. Using AI and machine learning algorithms, Cybercheck provides agencies with qualified investigative leads that can be used for the buildup of the body of evidence to further investigations along the judicial process and providing added probable cause.

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: March 5, 2024
Index No: 47-24

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. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization for Vehicles to be declared Surplus in DPW

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and declares the following equipment as surplus and authorizes its disposal in the most advantageous way to the City, based on his opinion, most likely through Auctions International.

1. 2005 Chevy Pick Up 2500 (VIN# 1GCHK24U45E283163) Truck #45. This vehicle's front right fender has rust and holes, the battery needs to be replaced, and has high mileage.
2. 2003 Chevy Silverado Pick Up (VIN# 1GCHK25U83E137510) Truck #46. This vehicle has a rusted fender with holes and the interior of the truck is worn and torn. The truck has over 110,000 miles on it.

3. 1995 Mack Dump Truck (VIN# 1M2B221C4SM017284) Truck #10. This vehicle has an unknown number of miles on it. The dump body is full of holes and rust and is in poor condition. The interior is also in poor condition.

4. 1992 Mitsubishi Box Truck (VIN# JW6AJE1H3NL002639). This vehicle has issues with the transmission, and it would cost more to replace than the current value of the truck. The interior cab floor boards are rusted with holes and the seats are ripped. There is missing vinyl within the truck as well.

5. 2006 Hyundai Excavator (VIN# N60410541). The frame of this excavator is in poor condition with some dents. The interior of the excavator is contaminated by rodents.

6. 1996 Pierce Fire Truck (VIN# 4P1CT0288TA000515) Truck #3. This fire truck has aerial wiring that has been vandalized. The front tires are dry rot. The interior is contaminated by rodents.

7. 2008 Chevy Trailblazer (VIN# 1GNDDT13S18222081). This vehicle is no longer running.

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Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- REQ SURPLUS VEHICLES DPW
2.	FirePolice_Trailblazer_Surplus

Department of Public Works

Memorandum

To: Honorable Mayor DeStefano, Honorable Members of
the Board of Estimate and Apportionment and Members of the Common
Council
CC: Richard McCormack- City Clerk and Leonora Liz- Treasurer
From: Jacob S. Tawil, P.E. Commissioner of Public Works 
Date: February 21, 2024
RE: Surplus vehicles

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

1. 2005 Chevy Pick Up 2500 (VIN# 1GCHK24U45E283163) Truck #45. This vehicles front right fender has rust and holes, battery needs to be replaced and has high mileage.
2. 2003 Chevy Silverado Pick Up (VIN# 1GCHK25U83E137510) Truck #46. This vehicle has a rusted fender with holes and interior of truck is worn and torn. The truck has over 110,000 miles on it.
3. 1995 Mack Dump Truck (VIN# 1M2B221C4SM017284) Truck #10. This vehicle has an unknown number of miles on it. The dump body is full of holes and rust and is in poor condition. The interior is also in poor condition.
4. 1992 Mitsubishi Box Truck (VIN# JW6AJE1H3NL002639). This vehicle has issues with the transmission and it would cost more to replace than the current value of the truck. The interior cab floor boards are rusted with holes and the seats are ripped. There is missing vinyl within the truck as well.
5. 2006 Hyundai Excavator (VIN# N60410541). The frame of this excavator is in poor condition with some dents. The interior of the excavator is contaminated by rodents.
6. 1996 Pierce Fire Truck (VIN# 4P1CT0288TA000515) Truck #3. This fire truck has aerial wiring that has been vandalized. The front tires are dry rot. The interior is contaminated by rodents.

Thank you.

**Middletown Fire
Department**

81 East Main St.
Middletown, NY 10940

www.middletownfiredept.com

845-344-5003
845-344-5031 Fax

February 19, 2024

Honorable Joseph M. DeStefano
Jacob Tawil P.E., Commissioner of Public Works
City of Middletown Common Council
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano, Commissioner Tawil, and Members of the Common Council,

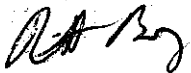
Please accept this letter as my request to declare the following vehicles as surplus property:

Year	Make	VIN	Plate Number	Color	Issue(s)
2008	Chevrolet	1GNDT13S182220881	AZ7985	White (Fire Police)	Vehicle Does Not Run

The vehicle is in poor condition due to age and is not running currently. Repairing the vehicle would cost more than the current vehicle value. I request that the vehicle be removed from service and retained by the fire department for training purposes.

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

Kind regards,



Bob Brady
Fire Chief

Robert Brady, Fire Chief
Randy MacLean, 1st Asst. Chief, Nick Elia, 2nd Asst. Chief, Drew Manis, 3rd Asst. Chief
Andrew Green Secretary, William R. Kelder Treasurer
Monhagen's Eagles Excelsior's McQuoid's Phoenix Ontario's Waalkill's Local 1027



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 5, 2024
Index No: 48-24

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. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to accept DCJS Anti-Violence Initiative Grant for \$150,000 from the Police Department

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a \$150,000 grant from DCJS for Anti Anti-Violence Initiatives.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to establish a DCJS (State) Budget Line for 2024 and that the funds be deposited in that line.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	image39790
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2.	DCJS Anti Violence Grant
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Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSANNA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Middletown City of/Middletown City Police Department	Date: 11/14/2023
Program Name: Anti-Violence Initiatives	Award Amount¹: \$150,000
Contact Name: Chief John Ewanciw	Contract Materials Return Date: Within 30 days of receipt of this award notice
Email: jewanciw@middletownpolice.com	SFS # 1000002266
Grants Gateway Contract #: DCJ01-C00857GG-1090000	Application/Document Info. #: DCJ01-LG-2023-00097
Period of Performance: - TBD	
Additional Information: Funds will be used for operating expenses, including but not limited to, contractual services, travel, equipment, property rental and/or ownership costs, utilities, and/or other operating expenses to support the services and expenses of gun violence prevention, street outreach, anti-violence, shooting/violence reductions programs.	
Grant Questions	
Primary Contact: Robert Frost Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-2979 Email: robert.frost@dcjs.ny.gov	Secondary Contact: Katie Nardolillo Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-457-6030 Email: katie.nardolillo@dcjs.ny.gov

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Attachment: Instruction Sheet and Legislative Initiative Form

^[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

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 23, 2024

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

RE: DCJ01-C00857GG-1090000
2023 Anti-Gun Initiatives

Dear Mayor DeStefano and Members,

The City of Middletown Police Department has been awarded \$150,000 to participate in the Anti-Violence initiative.

The Anti-Violence Initiatives program is aimed at utilizing the funds for operating expenses, travel, equipment, property, utilities, and or other operating expenses to support the services and expenses of gun violence prevention, street outreach, anti-violence, shooting/violence reduction programs.

Upon approval, I am asking that this funding be added to a new established DCJS budget line for 2024.

Thank you.

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: March 5, 2024
Index No: 49-24

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. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to transfer \$440 for Winter Camp Scholarships in Parks and Recreation

BE IT RESOLVED; that the Common Council concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer \$440.00, in the following manner, to cover four youths to attend Winter Break Camp Scholarship.

FROM	TO	AMOUNT
A.7020.07	A.2029	\$440.00
Gifts and Donations	Special Programs Revenue	4 Camp Scholarships
Scholarships Expense		

Recreation Commission member Norris Gipson recommended four youths to receive a Winter Break Camp Scholarship.

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: March 5, 2024
Index No: 50-24

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. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
Total				

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Authorization to Enter into an Agreement with the County of Orange for Use of the Fire Safety Trailer for the Kids' Day Celebration

BE IT RESOLVED; that the Common Council concurs with the Board of Estimate and Apportionment and authorizes an agreement with the County of Orange for use of the County Fire Safety Trailer for the National Kids Celebration event.

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

Prepared by:
Christine Dugan , Confidential Secretary

Attachments:

1.	smokehouse trailer approvals
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2.	smoke house trailer contract
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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 6, 2024

Honorable Joseph DeStefano
Mayor - City of Middletown
Board of Estimate and Apportionment
Common Council Clerk McCormack
City Hall
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano, Clerk McCormack, and members of the BOE;

The City of Middletown Police Department would like to secure the County Fire Safety Trailer for the National Night Out Against Crime and the **Kids Celebration events this summer.**

We ask for you to prepare a resolution to allow the Mayor to sign both contracts regarding the proper use and insurance for the trailer during these events.

If you have any questions, please contact me.

Very truly yours,

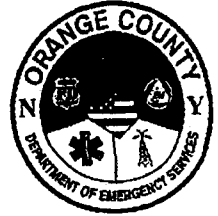
John Ewanciw
Chief of Police

JE:ccd



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 COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 5, 2024
Index No: 51-24

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

Authorization to Enter into an Agreement with Time Clock Plus, LLC

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with Time Clock Plus, LLC for time clocks and licensing

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

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$37,000, in the following manner, to cover the cost of purchasing and licensing.

FROM	TO	AMOUNT
GENERAL FUND BALANCE	\$25,000	A.1331.900
SEWER FUND BALANCE	\$4,000	G.1331.900
WATER FUND BALANCE	\$8,000	F.1331.900

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	BOE Time clock request
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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

2/29/24

To: Board of Estimate

I am requesting the authorization to approve the proposal from TCP Plus LLC for purchase of 9 timeclocks and the authorization for the Mayor to sign the agreement. Also requesting to transfer from General, Water, and Sewer Fund Balance to cover the estimated cost of \$37,000. This was not a budgeted item for 2024. The recurring estimated annual cost for the licensing is estimated at \$10,700 based on 162 employees for the next 3 years.

FROM	AMOUNT	TO
GENERAL FUND BALANCE	\$25,000	A.1331.900
SEWER FUND BALANCE	\$4,000	G.1331.900
WATER FUND BALANCE	\$8,000	F.1331.900

Sincerely,

Leonora Liz



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 5, 2024
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

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor

Date

Local Law #1 of 2024: A Local Law Allowing Delinquent Overgrown Vegetation, Snow Removal, Garbage Can, Bulk Pick-Up, Dead Tree Removal, And Building Demolition Charges To Be Relevied Into Real Property Tax Bills

LOCAL LAW #1 OF 2024

A LOCAL LAW ALLOWING DELINQUENT OVERGROWN VEGETATION, SNOW REMOVAL, GARBAGE CAN, BULK PICK-UP, DEAD TREE REMOVAL, AND BUILDING DEMOLITION CHARGES TO BE RELEVIED INTO REAL PROPERTY TAX BILLS

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN AS FOLLOWS:

Section 1. Purpose of this Enactment.

The purpose of this enactment is to allow delinquent overgrown vegetation, snow removal, garbage can, bulk pick-up, dead tree removal, and building demolition charges to be re-levied into real property tax bills.

Section 2. Section 79 of the Charter of the City of Middletown is hereby amended to add a new Paragraph 4, to read in its entirety as follows:

Notwithstanding the provisions of Paragraph 1, above, in this Section, and notwithstanding any other provision in this Charter, any overgrown vegetation, snow removal, garbage can, bulk pick-up, dead tree removal, or building demolition charge not received by the Treasurer by its due date shall be considered delinquent, and shall be levied, together with late-payment fees, into the general city property tax at the time of the next levy. Such amounts shall be indicated in a separate column on the tax roll issued against the subject real property. Such re-levied overgrown vegetation, snow removal, garbage can, bulk pick-up, dead tree removal, and building demolition liens shall be subject to the same penalties imposed for the nonpayment of City taxes, and shall be collected in the same manner as provided in this Charter for the collection and enforcement of delinquent property taxes.

Section 3. Severability.

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Local Law.

Section 4. Effective Date.

This Local Law shall be effective upon filing with the Secretary of State.

Prepared by:
Alex Smith, Corporation Counsel

Attachments:

None