

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
MARCH 14, 2024 - 4:00 PM
COMMON COUNCIL CHAMBERS

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1. Accept the Minutes of February 29, 2024

3. NEW BUSINESS

3.1. Request to accept Stop DWI 2024-2024 funding and the Mayor to sign the agreement

Attached please find the contract with the County for our STOP-DWI enforcement period of March 10, 2024 through January 1, 2025. The total amount of the 1st period award is for unlimited hours of service or a dollar amount not to exceed \$6210. We will be notified at a later date of subsequent payments to cover the 2nd and 3rd periods of the year. These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

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

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

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

3.2. Authorizes a Budget Transfer of \$42,640.00 to Cover the Salary of a Recently Transferred Employee

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$42,640.00, in the following manner, to cover the salary for employee Stephen Rathbun who has been transferred permanently from the DPW Sanitation Department to the Parks and Recreation Department effective March 18, 2024.

FROM	TO	AMOUNT
A.8160.100	\$42,640.00	A.7110.100
Pers. Svcs. – Sanitation		Pers. Svcs – Parks/Rec.

4. ADJOURNMENT



**CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT MINUTES
FEBRUARY 29, 2024**

Roll Call

Approval of Minutes

Accept the Minutes of February 20, 2024

Accept the Minutes of February 20, 2024

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

NEW BUSINESS

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

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

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

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$18,500, in the following manner,

FROM	TO	AMOUNT
Personal Services	\$18,500	Contractual Services
A.3120.100		A.3120.400

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with

Global Intelligence Inc, doing business as Cybercheck for use in investigative police work.

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<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
<i>Personal Services</i>	<i>\$18,500</i>	<i>Contractual Services</i>
<i>A.3120.100</i>		<i>A.3120.400</i>

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization for Vehicles to be declared Surplus in DPW

Jacob Tawil is requesting that the vehicles listed below be declared surplus and authorization to dispose of it in the most advantageous way to the City, based on his opinion, most likely through Auctions International.

2005 Chevy Pick Up 2500 (VIN# 1GCHK24U45E283163) Truck #45. This vehicles front right fender has rust and holes, the battery needs to be replaced and has high mileage.

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.

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.

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.

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.

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

..Jacob Tawil is requesting that the vehicles listed below be declared surplus and authorization 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, the battery needs to be replaced and has high mileage.

1. 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.

1. 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.

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

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

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

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 other operating expenses to support the services and expenses of gun violence prevention, street outreach, anti-violence, shooting/violence reduction programs.

Upon approval, Chief Ewanciw is kindly requesting that this funding be added to a new established DCJS (State) budget line for 2024.

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 other operating expenses to support the services and expenses of gun violence prevention, street outreach, anti-violence, shooting/violence reduction programs.

Upon approval, Chief Ewanciw is kindly requesting that this funding be added to a new established DCJS (State) budget line for 2024.

Motion by: Alderman Masi Seconded by: Mayor DeStefano

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: NoneM

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

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$440.00, in the following manner, to cover 4 youth 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 4 youth to receive a Winter Break Camp Scholarship.

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$440.00, in the following manner, to cover 4 youth to attend Winter Break Camp Scholarship.

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

Recreation Commission member Norris Gipson recommended 4 youth to receive a Winter Break Camp Scholarship.

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

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 Board of Estimate and Apportionment 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 Board of Estimate and Apportionment authorizes the Mayor to sign the agreement.

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

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

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

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.

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

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None

ADJOURNMENT

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

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None

ABSTAIN: None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 14, 2024
Index No:

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

Request to accept Stop DWI 2024-2024 funding and the Mayor to sign the agreement

Attached please find the contract with the County for our STOP-DWI enforcement period of March 10, 2024 through January 1, 2025. The total amount of the 1st period award is for unlimited hours of service or a dollar amount not to exceed \$6210. We will be notified at a later date of subsequent payments to cover the 2nd and 3rd periods of the year. These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

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

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

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

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	image40471
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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

March 7, 2024

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

Dear Mayor DeStefano and Members,

Attached please find the contract with the County for our STOP-DWI enforcement period of March 10, 2024 through January 1, 2025. The total amount of the 1st period award is for unlimited hours of service or a dollar amount not to exceed \$6210. We will be notified at a later date of subsequent payments to cover the 2nd and 3rd periods of the year. These funds are to be paid to the City of Middletown and not to be reimbursed to the Police Department budget.

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

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

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

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

Enclosure
JE: ccd

ORANGE COUNTY, NEW YORK



Steven M. Neuhaus
County Executive

Coordinator
Robert Doss
Deputy Commissioner
OC Emergency Services

Administrator
John Jones

STOP-DWI / Traffic Safety Programs

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



TO: CITY OF MIDDLETOWN POLICE DEPARTMENT

FROM: Robert Doss, Deputy Commissioner/Orange County STOP-DWI Coordinator

DATE: February 27, 2023

Enclosed is your department's contract for the 2024 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 10, 2024, and ending on January 1, 2025**. The contract is for participation for the **full year**. The enclosed contract indicates the **Not-to-Exceed dollar amount** for the 1st Period beginning on March 10, 2024, and ending on June 1, 2024, in the amount of **\$6210**. **The contract no longer includes a limit on the number of hours you may use**. You will be subsequently notified by letter of the awarded amount of the total dollars for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

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

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

Also included in the mailing is a completion packet containing:

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

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

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



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 10th day of March, 2024, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **CITY OF MIDDLETOWN**, a City of the State of New York, with its principal offices at 2 James Street, Middletown, NY 10940 by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

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

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

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 10, 2024 and end January 1, 2025.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

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

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

ARTICLE 4. CONFLICT OF INTEREST

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

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

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

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 6. BOOKS AND RECORDS

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

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

ARTICLE 7. RETENTION OF RECORDS

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

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

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

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. TERMINATION

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

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

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

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

ARTICLE 11. GENERAL RELEASE

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

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

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

ARTICLE 14. ENTIRE AGREEMENT

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

ARTICLE 15. MODIFICATION

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

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

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

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

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

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

ARTICLE 17. SIGNATURES

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

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

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name:
Title:

DATE: _____

DATE: _____

SCHEDULE A-1

NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 10, 2024 through June 1, 2024, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2024 through September 4, 2024, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 11, 2024 through January 1, 2025, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 6, 2023 through January 1, 2024, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **SIX THOUSAND TWO HUNDRED TEN DOLLARS (\$6210) for the first enforcement period of 2024.** The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2024.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2024 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

Orange County STOP-DWI Enforcement Patrol

Police Department: _____

Patrol Period: _____

Note: This form must be completed and returned to STOP-DWI in order to receive payment.

SUMMARY SHEET

Number of Patrol Sheets Attached: _____

Total Hours: _____

No. of Stops: _____

1192 Arrests: _____

1192 Tickets: _____

511-2 & 511-3 Arrests: _____

Zero Tolerance Detentions: _____

Other Tickets: _____

Total number of tickets issued during this same time where the officers' time was not funded by the STOP-DWI Program:

1192 Tickets: _____

511-2 & 511-3 Tickets: _____

Zero Tolerance Detentions: _____

Other Tickets: _____

Chief's Signature: _____

Please return this Summary Sheet along with all Enforcement Patrol Sheets and hourly/overtime rate for Police Officers with total claim amount to:

Christine Saccone
Emergency Services Center
22 Wells Farm Road
Goshen, NY 10924
EMAIL: csaccone@orangecountygov.com
PHONE: 615-0565 FAX: 291-2121

Department: _____

Address: _____

Chief of Police: _____

Submitted by: _____

Contact Phone #: _____

[illegible]

Orange County STOP-DWI Enforcement Patrol

Date: _____ Time Began: _____ Beginning Miles: _____
Police Dept: _____ Time Ended: _____ Ending Miles: _____
Officer's Name: _____

NOTE: This form must be completed and returned to STOP-DWI in order to receive payment

[illegible]

Comments:

Chief's Signature: _____

Total Hours: _____
 # of Stops: _____
 #1192 Arrests: _____
 #1192 Tickets: _____
 511-2,3 arrests: _____
 Zero Tol. Det. : _____
 #Other Tickets: _____



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: March 14, 2024
Index No:

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

Authorizes a Budget Transfer of \$42,640.00 to Cover the Salary of a Recently Transferred Employee

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$42,640.00, in the following manner, to cover the salary for employee Stephen Rathbun who has been transferred permanently from the DPW Sanitation Department to the Parks and Recreation Department effective March 18, 2024.

FROM	TO	AMOUNT
A.8160.100	\$42,640.00	A.7110.100
Pers. Svcs. – Sanitation		Pers. Svcs – Parks/Rec.

Prepared by:
Jacob Tawil

Attachments:

1.	BOE MEMO- TRANSFER OF FUNDS TO PARKS AND REC
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DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: March 12, 2024

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

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

From: Jacob S. Tawil, P.E.- Commissioner of Public Works *J. T.*

Re: Transfer of Funds- Personal Services

We are respectfully requesting a transfer of funds as described below to cover the salary for employee Stephen Rathbun who has been transferred permanently from the DPW Sanitation Department to the Parks and Recreation Department effective March 18, 2024.

FROM	AMOUNT	TO
A.8160.100 Pers. Svcs. – Sanitation	\$42,640.00	A.7110.100 Pers. Svcs – Parks/Rec.

Thank you.

JT/kg