



**CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
APRIL 2, 2024**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. CORRESPONDENCE, COMMUNICATION AND REPORTS
5. FOR THE GOOD OF THE CITY
 - 5.1. Recognition of Middletown High School Student Stephan Monchery-New York State Wrestling Champion
6. REMARKS OF THE MAYOR
7. REMARKS OF THE DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES
9. PETITIONS AND COMPLAINTS
10. REMARKS OF THE ALDERMAN AND REPORTS OF THE COMMITTEES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - 56-24 Approval to Accept DOJ De-Escalation Grant for OC Police Chief's Association
 - 57-24 Authorization to Host a City-Wide Yard Sale and Waive Associated Fees
 - 58-24 Authorization to Transfer \$13,500 into the Fire Department Operating Budget to Cover New Firefighter Training
 - 59-24 Authorization to Enter into an Agreement with Police Executive Research Forum for De-escalation Training on behalf of the Orange County Chief's Association

60-24 Authorization to Complete Budget Transfers to Cover the 2023-year End
Overdrafts

61-24 Authorization to Waive Side Walk Sale Fees for the Cinco De Mayo Celebration

62-24 Authorization to Close Street for the Annual Middletown Little League Parade

63-24 Authorization for the Run 4 Downtown Committee to host an event at Erie Way
Park

13. LOCAL LAWS

14. AUDIT OF CLAIMS AND ACCOUNTS

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

15. ADJOURNMENT



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 2, 2024
Index No: 56-24

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

Approval to Accept DOJ De-Escalation Grant for OC Police Chief's Association

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and a \$245,290.00 grant to be utilized in conjunction with the Orange County Police Chief's Association Police Academy, for a comprehensive training program that will incorporate all law enforcement agencies within the county to be utilized by August 31, 2024.

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 deposit the funds to a separate budget line named, DOJ OC De-Escalation Grant.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	DOJ OC POLICE ASSOCIATION ACADEMY GRANT 20232024
2.	image41168

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 18, 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-22-GG-04791-PPSE

FY 22 Law Enforcement Agency De-Escalation Grants - Community Policing
Development Solicitation

Dear Mayor DeStefano and Members,

The City of Middletown Police Department has been awarded \$245,290.00 to be utilized in conjunction with the Orange County Police Chief's Association Police Academy, for a comprehensive training program that will incorporate all law enforcement agencies within the county to be utilized by August 31, 2024.

The FY 2022 Law Enforcement award will provide a combination of active bystandership for Law Enforcement Training and Integrating communications, Assessment, and Tactics De-escalation Training. Funds will be used to provide overtime pay for officers participating in the ABLE and ICAT Train-the-Trainer programs and subsequent internal ABLE/ICAT training sessions, as well as develop internal marketing materials to contribute to a culture of a de-escalation.

Upon approval, I am asking that this funding be added to a separate budget line names DOJ OC De-Escalation Grant.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



Department of Justice (DOJ)
Office of Community Oriented Policing Services (COPS
Office)

Washington, D.C. 20531

Name and Address of Recipient: CITY OF MIDDLETOWN
2 JAMES ST

City, State and Zip: MIDDLETOWN, NY 10940

Recipient UEI: N5V4MFKGLZK9

Project Title: FY22 City of Middletown, NY De-Escalation Grant
Award Number: 15JCOPS-22-GG-04791-PPSE

Solicitation Title: FY22 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation

Federal Award Amount: \$245,290.00
Federal Award Date: 10/13/22

Awarding Agency: Office of Community Oriented Policing Services

Funding Instrument Type: Grant

Opportunity Category: D

Assistance Listing:
16.710 - Public Safety Partnership and Community Policing Grants

Project Period Start Date: 9/1/22
Project Period End Date: 8/31/24

Budget Period Start Date: 9/1/22
Budget Period End Date: 8/31/24

Project Description:

This award will provide a combination of Active Bystandership for Law Enforcement (ABLE) Training and Integrating Communications, Assessment, and Tactics (ICAT) De-escalation Training. Funds will be used to provide overtime pay for officers participating in the ABLE and ICAT Train-the-Trainer programs and subsequent internal ABLE/ICAT training sessions, as well as develop internal marketing materials to contribute to a culture of de-escalation.

Award Letter

October 13, 2022

Dear JOHN EWANCIW,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF MIDDLETOWN for an award under the funding opportunity entitled 2022 FY22 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation. The approved award amount is \$245,290.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN

Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF MIDDLETOWN

UEI

N5V4MFKGLZK9

ORI Number

NY03501

Street 1

2 JAMES ST

Street 2

City

MIDDLETOWN

State/U.S. Territory

New York

Zip/Postal Code

10940

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/13/22

Award Type

Initial

Award Number

15JCOPS-22-GG-04791-PPSE

Supplement Number

00

Federal Award Amount

\$245,290.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.710

Assistance Listings Program Title

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 FY22 Law Enforcement Agency De-Escalation
Grants -Community Policing Development Solicitation

Awarding Agency

COPS

Application Number

GRANT13663431

Grant Manager Name

DONNA INGRAM-ALLEN

Phone Number

202-598-1548

E-mail Address

donna.ingram-allen@usdoj.gov

Project Title

FY22 City of Middletown, NY De-Escalation Grant

Performance Period Start

Date

09/01/2022

Performance Period End Date

08/31/2024

Budget Period Start Date

09/01/2022

Budget Period End Date

08/31/2024

Project Description

This award will provide a combination of Active Bystandership for Law Enforcement (ABLE) Training and Integrating Communications, Assessment, and Tactics (ICAT) De-escalation Training. Funds will be used to provide overtime pay for officers participating in the ABLE and ICAT Train-the-Trainer programs and subsequent internal ABLE/ICAT training sessions, as well as develop internal marketing materials to contribute to a culture of de-escalation.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/16/22 2:45 AM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$0.00	\$0.00	\$0.00	
Civilian or Non-Sworn Personnel:	\$0.00	\$0.00	\$0.00	
Travel:	\$0.00	\$0.00	\$0.00	
Equipment:	\$1,600.00	\$0.00	\$1,600.00	
Supplies:	\$0.00	\$0.00	\$0.00	
SubAwards:	\$6,848.00	\$0.00	\$6,848.00	
Procurement Contracts:	\$0.00	\$0.00	\$0.00	
Other Costs:	\$236,842.00	\$0.00	\$236,842.00	
Total Direct Costs:	\$245,290.00	\$0.00	\$245,290.00	
Indirect Costs:	\$0.00	\$0.00	\$0.00	
Total Project Costs:	\$245,290.00	\$0.00	\$245,290.00	
Federal Funds:	\$245,290.00	\$0.00	\$245,290.00	100.00%
Match Amount:	\$0.00	\$0.00	\$0.00	0.00%
Program Income:	\$0.00	\$0.00	\$0.00	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

☒

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

☒

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2022, Public Law 117-103, Division E, Title VII, Section 742.

2

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

3

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions

required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

4

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

5

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

6

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
 - (3) When the recipient agrees to the termination and termination conditions.
 - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

7

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2022 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

8

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

9

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

10

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

12

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

13

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

14

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
 - a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated

executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

17

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes

proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

18

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

20

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

21

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

22

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

23

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

24

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management

and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

25

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

26

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

27

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

28

News Media: The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

30

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

31

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to

perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

32

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

33

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2022, Public Law 117-103, Division B, Title V, Section 527.

34

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

35

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

36

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Acting Director

Name of Approving Official

ROBERT CHAPMAN

Signed Date And Time

9/28/22 2:23 AM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official

Chief of Police

Name of Authorized Entity Official

JOHN EWANCIW

Signed Date And Time

12/5/2022 6:24 PM

Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official

Mayor

Name of Authorized Entity Official

Joseph DeStefano

Signed Date And Time

12/14/2022 2:44 PM



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 2, 2024
Index No: 57-24

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 Host a City-Wide Yard Sale and Waive Associated Fees

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes hosting the Annual City Wide Yard Sale on June 1st and 2nd 2024 and that all associated fees that are customary for yard sales be waived for the duration of the weekend

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 2, 2024
Index No: 58-24

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 \$13,500 into the Fire Department Operating Budget to Cover
New Firefighter Training**

BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$13,500, in the following manner, to cover unanticipated tuition for 3 new career firefighters which was not budgeted.

FROM	TO	AMOUNT
General fund Balance	A.3410.433	\$13,500
	Personnel Training	

Prepared by:
Bill Kelder, Treasurer

Attachments:

None



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 2, 2024
Index No: 59-24

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 Police Executive Research Forum for De-escalation Training on behalf of the Orange County Chief's Association

BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes an agreement with Police Executive Research Forum for De-escalation Training on behalf of the Orange County Chief's Association

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 Mayor or his designee to sign the agreement.

Prepared by:
John Ewanciw, Chief of Police

Attachments:

1.	image41334
----	------------

**AGREEMENT BETWEEN
CITY OF MIDDLETOWN, NY IN PARTNERSHIP WITH THE POLICE
CHIEFS ASSOCIATION OF ORANGE COUNTY,
AND THE
POLICE EXECUTIVE RESEARCH FORUM**

RECITALS

1. The Police Executive Research Forum (referred to hereinafter as "Contractor") of Washington, D.C., is engaged in providing research, studies, audits, technical assistance, training, executive search and other professional support and consulting services to police and sheriff's departments, other law enforcement agencies at all levels of government, and police related organizations in the United States and Canada. The City of Middletown, NY, through the Middletown Police Department, and in partnership with the Police Chiefs Association of Orange County, provides law enforcement services to the citizens of Orange County.
2. The City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County, in the interest of providing high quality services, desires to utilize Contractor.
3. In consideration of the mutual promises set forth herein, it is agreed by and between the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County, and Contractor as follows:

**SECTION ONE
SERVICES TO BE PERFORMED**

The Contractor will provide the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County, with a 1.5-day train-the-trainer course on ICAT: Integrating Communications, Assessment, and Tactics (ICAT). Training will be held April 30-May 1, 2024 at a location of the Association's choice. PERF will additionally provide quality control for one ICAT class once ICAT classes commence at the Orange County Police Academy, with the dates being determined by mutual agreement between PERF and the Orange County Police Chiefs Association. ICAT is designed to help officers to safely and professionally resolve critical incidents involving individuals who may pose a danger to themselves or others, but who are not armed with firearms. Reducing the need to use deadly force, upholding the sanctity of life, building community trust, and protecting officers from physical, emotional, and legal harm are the cornerstones of ICAT.

PERF will utilize and share an instructor guide and video case studies to demonstrate scenarios and discuss ICAT techniques. PERF will provide examples on how to implement scenario-based training with the ICAT program.

SECTION TWO INDEPENDENT CONTRACTOR

The parties to this contract agree that the relation created by this contract is that of the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County – and – an independent contractor (PERF). No federal, state, or local income tax nor any payroll tax of any kind shall be withheld or paid by the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County on behalf of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Contractor is not eligible for, and shall not participate in any employer pension, health, or other fringe benefit plan of the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County. The City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County will not obtain workers' compensation insurance for the Contractor and the Contractor agrees to comply with applicable workers' compensation laws. The Contractor shall adhere to all laws and ethical standards applicable and shall perform in a manner consistent with generally accepted standards.

SECTION THREE TERMS OF PAYMENT

The effective date of the contract shall be March 12, 2024, and shall not extend beyond the estimated completion date of September 30, 2024 unless further extended by amendment to this contract. As compensation for performance hereunder, and upon timely and satisfactory completion of the train-the-trainer course and provision of quality control, the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County shall pay the Contractor a fixed fee of \$37,760.00. This flat rate includes fees for work performed, all travel expenses and other expenses associated with completion of this contract.

SECTION FOUR LIMITATION ON DELEGATION OF SERVICES

The Contractor agrees not to delegate any duties under this contract without the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County's express consent.

SECTION FIVE CONTROL OF WORK

Contractor, as an independent contractor, retains the right to generally control or direct the manner or means by which the work assigned and described herein is to be performed. Any changes to the scope of work will be mutually agreeable.

SECTION SIX CONFLICTS

The Contractor and its staff hereby warrant that they are under no obligation, agreement, written or verbal, nor have they previously worked or been otherwise in any position which will cause any conflict of interest to arise in connection with the services to be provided to the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County. This obligation to notify the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County of any potential conflict of interest pertains to both the basic contractual relationship and specific tasks to be performed under this contract.

SECTION SEVEN COPYRIGHTS AND DATA

The parties agree that Contractor holds the copyright to any work produced under this agreement. As such Contractor may use, disclose, reproduce, deliver, dispose of, and authorize others to do so in any lawful manner, all such work produced by Contractor.

SECTION EIGHT NO AUTHORITY TO BIND PERF

PERF, as an independent contractor, has no authority to enter into contracts or agreements on behalf of the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County.

SECTION NINE ANTI-ASSIGNMENT

Neither City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County nor Contractor shall assign any interest in this contract without the written consent of the other party.

SECTION TEN NON-WAIVER FOR MATERIAL BREACH

The failure of either party to exercise any of its rights under this agreement for a material breach thereof shall not be deemed to be a waiver of such rights or a waiver of any such subsequent breach.

SECTION ELEVEN TERMINATION

Should the Contractor fail to comply with any of the terms or conditions set forth in this contract or should the City of Middletown, NY, in partnership with the Police Chiefs Association of Orange

County determine in good faith that the Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract, then in that event this contract may be canceled. Neither party shall be responsible, so long as they act reasonably and in good faith, for any failure of performance due to Acts of God, labor disputes, governmental authority or other circumstances clearly beyond the control of the other party.

SECTION TWELVE SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

SECTION THIRTEEN WRITTEN NOTICE

Communication regarding this agreement may be sent to Police Executive Research Forum at 1120 Connecticut Avenue, N.W., Suite #930, Washington, DC 20036, Chief John Ewanciew, City of Middletown Police Department, 2 James Street, Middletown Police Department, 2 James Street, Middletown, NY, 10940, and Chief Dominick Blasko, President, Police Chiefs Association of Orange County, 393 County Route 78, Middletown, NY 10940.

SECTION FOURTEEN GOVERNING LAW

This agreement shall be governed by the laws of the District of Columbia (Washington, D.C.).

SECTION FIFTEEN—USE OF NAMES

Neither party will use the name of the other in any form of advertising or publicity without the express written permission of the other party.

SECTION SIXTEEN—COMPLIANCE

Contractor represents and certifies that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

SECTION SEVENTEEN—DISCRIMINATION PROHIBITED

In hiring, employment, subcontracting or consulting arrangements made possible by or resulting from this contract, there will be no unlawful discrimination against any employee, applicant for employment or contractor on account of sex, race, religion, color, national origin or ancestry, age, disability, marital status, or sexual orientation. This shall apply to all business-related activities,

including but not limited to, recruitment and selection; demotion, transfer, lay-off or termination; rates of pay or other forms of compensation and selection for training. The Contractor agrees to include this provision on discriminatory practices in all appropriate subcontracts for work covered by this contract. Furthermore, Contractor agrees to consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms and women's business enterprises when developing independent contracts for work covered by this contract.

SECTION EIGHTEEN—PERSONAL SAFETY

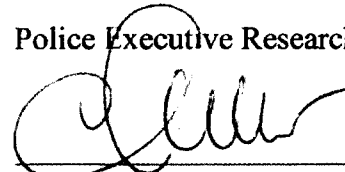
The City of Middletown, NY, in partnership with the Police Chiefs Association of Orange County agrees to take reasonable measures to facilitate the health and safety of consultants, participants, and instructors during this engagement by following current guidance from the Centers for Disease Control to ensure the safety of consultants, participants, and instructors.

City of Middletown, NY:

SIGNATURE

Date _____

Police Executive Research Forum:



SIGNATURE

Chuck Wexler, Executive Director

Date 3/18/24

Police Chiefs Association of Orange County:

SIGNATURE

Date _____



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 2, 2024
Index No: 60-24

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 Complete Budget Transfers to Cover the 2023-year End Overdrafts

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer the necessary funds, as detailed on the attached document, from various accounts to cover overdrafts for the year 2023. This is in preparation for the closing of the 2023 fiscal year.

Prepared by:
Leonora Liz, Treasurer

Attachments:

1.	2023 Over draft request
----	-------------------------

City of Middletown

Finance Department

2023 Over Draft Request to Close the Year

General Fund

Budget Transfer

FROM	ACCOUNT DESCRIPTION	AMOUNT	TO	ACCOUNT DESCRIPTION
A.1010.200	Clerks-Other Equipment	1,415.59	A.1010.100	Clerk Personnel Services
A.1325.103	Finance Overtime	1,063.03	A.1325.401	Finance Travel Expense
A.1325.103	Finance Overtime	233.80	A.1325.479	Finance Personnell Training
A.1325.103	Finance Overtime	140.36	A.1325.479	Equipment Rental
A.1210.495	Miscellaneous	111.12	A.1325.479	Equipment Rental
A.1990.950	Taxes on City Property	8,604.50	A.1325.100	Finance Personel
A.1990.950	Taxes on City Property	8,245.38	A.1325.460	Collection Agreement
A.1990.950	Taxes on City Property	3,847.57	A.1325.480	Finance Office Expense
A.1990.950	Taxes on City Property		A.1325.104	CSEA Longevity Pay
A.1990.950	Taxes on City Property	555.90	A.1331.900	General Expense
A.1990.950	Taxes on City Property	15,655.99	A.1420.489	Litigation Expense
A.1990.950	Taxes on City Property	6,025.80	A.1430.100	Civil Service Personnel
A.1990.950	Taxes on City Property	152.75	A.1430.480	Civil Service Office Expense
A.1990.950	Taxes on City Property	703.64	A.1900.480	Telephone Expense
A.1990.950	Taxes on City Property	2,160.00	A.3010.408	Footware allowance
A.3120.103	Police Overtime	11,480.75	A.3120.100	PERSONAL SERVICES
A.3120.400	Police Contractual Services	1,185.65	A.3120.101	PERSONAL SERVICES
A.3120.400	Police Contractual Services	1,053.04	A.3120.208	EQUIP-DRUG ENFORCEMENT
A.3120.400	Police Contractual Services	131.12	A.3120.410	UNIFORM ALLOWANCE
A.3120.400	Police Contractual Services	55.95	A.3124.103	POLICE TRAFFIC SERVICES.OVERTIME
A.3120.400	Police Contractual Services	627.69	A.3125.103	IMPACT GRANT.OVERTIME
A.3120.400	Police Contractual Services	234.50	A.3133.103	JAG Grant Overtime
A.3120.400	Police Contractual Services	4,830.05	A.3140.103	Fed Reimburse Overtime
A.3120.400	Police Contractual Services	1,044.81	A.3140.103	Stop DWI grant
A.5110.417	Street Maintenance - Gas and Oil	5,064.09	A.5110.440	Street Maintance - Repairs to equipment
A.5142.417	Snow and Ice Gas and Oil	1,517.64	A.5142.440	Snow and Ice Repairs to Equipment
A.6200.100	Economic Development - Personal	165.00	A.6200.10	DRI Façade
A.6772.100	Senior Citizen Personal	443.70	A.6772.103	Senior Citizen Overtime
A.7020.417	General Recreation -Gas and Oil	15,103.33	A.7020.100	General Recreation - Personal
A.7110.417	General Parks - Gas and Oil	2,541.56	A.7110.100	General Parks - Personal
A.8160.417	Waste Collection - Gas and Oil	5,204.00	A.8160.450	Waste Collection Material and Supplies
A.8180.900	Demolition of Buildings	3,824.49	A.8888.900	Audit and Accounting Services
A.9000.812	IOSAP Retirement	35,768.61	A.9000.812	State Retirement System
A.9000.830	Social Security	18,962.50	A.9000.815	Police and Fire Ret System
A.9000.860	State Health Insurance	194,312.49	A.9000.861	Health Ins - Retirees
A.9000.889	Dental Insurance	57,642.29	A.9000.861	Health Ins - Retirees
A.6772.100	Personal Services	13978.16	A.6772.402	Shuttle Bus
A.6772.415	Light and heat	4,412.91	A.6772.402	Shuttle Bus
A.7010.448	Promoter and Sponsor	5,689.93	A.6772.402	Shuttle Bus
A.8160.417	Waste Collection - Gas and Oil	5,094.13	A.8160.450	Repairs to Equipment

	Total	439,283.82
--	--------------	-------------------

Budget Adjustment

Increase Revenue

A.5031	InterFund Transfer	\$1,135,252
--------	--------------------	-------------

Increase Expense

A.9730.600	Principle on BAN	564,698.00
A.9730.701	Interest on BAN	2,014.42
A.9710.601	Interest on Bond	87,654.07

Received grant reimbursement to pay extra toward BAN and debt service, efforts to reduce debt

Note

in 2023, CSEA contract was settled and retropay was paid prior to the 2023 Budget Adoption

At the end on 2022, after budget adoption PBA contract was settled, new raises and benefits were implemented

at the end of 2023 NYS Retirement system, increased employee contribution prepayment for both PFRS and ERS by up to 13% for 2023-2024

Cost of inflation effected materials and supplies cost and repairs to equipment in 2023

Community Development Fund

Budget Transfer

FROM	ACCOUNT DESCRIPTION	AMOUNT	TO	ACCOUNT DESCRIPTION
CD.8686.100	Personal Services	1,411.00	CD.8668.457	Program SBL/Pub Serv EN
CD.8686.100	Personal Services	1,330.05	CD.8686.701	Interest of Indebtness
CD.8686.100	Personal Services	1,217.12	CD.8686.860	State Health Insurance
CD.8686.100	Personal Services	5,144.72	CD.8668.457	Program Single/ Multi Family Grant
CD.8686.200	Program Element Other	1,500.00	CD.8668.457	Program Single/ Multi Family Grant
CD.8686.418	Auto Expens EN	119.82	CD.8668.457	Program Single/ Multi Family Grant
CD.8686.456	Program income related SBL/PUB	96.76	CD.8668.457	Program Single/ Multi Family Grant
CD.8686.480	Office Expense EN	602.58	CD.8668.457	Program Single/ Multi Family Grant
CD.8686.482	Advertising	38.52	CD.8668.457	Program Single/ Multi Family Grant
CD.8686.830	Social Security Payments	653.31	CD.8668.457	Program Single/ Multi Family Grant
CD.8686.850	Unemployeement	505.00	CD.8668.457	Program Single/ Multi Family Grant
CD.8686.830	Dental Insurance Mgt	1,338.39	CD.8668.457	Program Single/ Multi Family Grant

Total \$ 13,957.27

Budget Adjustment

Increase Revenue

CD.2170	CDBG Entitlement Grant	8,582.31
---------	------------------------	----------

Increase Expense

CD.8668.457	8,582.31	Program Single/ Multi Family Grant
-------------	----------	------------------------------------

CD.0909	CD Fund Balance	\$88,000	CD.8686.701	Principle on Indebtness
---------	-----------------	----------	-------------	-------------------------

Defeasement on Section 108 Bond

Water Fund

Budget Transfer

FROM	ACCOUNT DESCRIPTION	AMOUNT	TO	ACCOUNT DESCRIPTION
F.8320.103	Pumping Station Overtime	13,009.23	F.8310.100	Water Administration Personal Service
F.8320.103	Pumping Station Overtime	3,942.93	F.8320.100	Pumping Station/Supply Personal Services
F.8320.103	Pumping Station Overtime	1,343.46	F.8340.100	Distribution System Personal Services
F.8340.486	Water Mains	3,051.69	F.8888.900	Auditing and Accounting Services
F.9000.830	Social Security Payments	5,342.38	F.9000.810	State Retirement System
F.9000.890	Unused Sick Leave	5,000.00	F.9000.810	State Retirement System

F.9000.850	Unemployment Insurance	1,625.16	F.9000.810	State Retirement System
F.9000.861	State Health Insurance - Retiree	42,144.67	F.9000.860	State Health Insurance
F.9000.889	Dental/Optic Ins - CSEA	13,951.71	F.9000.860	State Health Insurance
F.9000.891	Dental/ MGT	1,054.30	F.9000.860	State Health Insurance
F.9000.896	Meal Allowance	444.25	F.9000.860	State Health Insurance
F.8320.103	Pumping Station Overtime	18,882.30	F.1900.950	Tax on City Property
F.8330.415	Purification Light and Heat	22,483.63	F.1900.950	Tax on City Property
F.9500.904	Interfund Transfer	112,108.84	F.9710.701	Interest on Debt
F.9730.600	Principle on Indebtness	9,522.00	F.9730.900	BAN General Expenses
F.9730.701	Interest on Indebtness	2,014.31	F.9730.901	BAN General Expenses
F.9000.891	Dental MGT	5,785.22	F.9730.902	BAN General Expenses
F.1990.910	Liability Insurance	556.07	F.1331.900	General Expense
F.1990.910	Liability Insurance	417.80	F.1900.950	Telephone Expense

Note

Sewer Fund

FROM	ACCOUNT DESCRIPTION	AMOUNT	TO	ACCOUNT DESCRIPTION
G.1990.910	Liability Ins	556.11	G.1331.900	Data Processing
G.1990.910	Liability Ins	463.96	G.1900.481	Telephone Exp
G.8120.100	Storm and San Personal Services	13,546.00	G.8110.100	Sewer Admin Personal Services
G.8110.480	Sewer Office Expense	1,400.00	G.8110.400	Sewer Admin Contractual Services
G.9000.870	Unused Sick Leave	3,051.70	G.8888.900	Audit and Acctg Serv
G.9000.830	Social Security Payments	6,266.14	G.9000.810	State Retirement System

Note

Goldenarea Fund

FROM	ACCOUNT DESCRIPTION	AMOUNT	TO	ACCOUNT DESCRIPTION
GA.5680.440	Repairs to Equipment	1,386.73	GA.9000.810	State Retirement System
GA.5680.481	Telephone Expense	174.61	GA.9000.810	State Retirement System
GA.9000.850	Unemployment Insurance	253.29	GA.9000.830	Social Security Payment
GA.9000.850	Unemployment Insurance	4.03	GA.9000.835	MTA Mobility Tax
GA.5680.495	Miscellaneous	131.40	GA.9000.860	State Health Insurance
GA.9000.891	Dental Insurance Mgt	533.96	GA.9000.861	Health Insurance - Retiree
GA.5680.103	Overtime	704.04	GA.5680.100	Personal Services

Budget Adjustment

to adjust to GA Transportation contract increase from \$89,868, city contribution to \$113,949, contract renewed in 2024

Capital Fund

FROM	ACCOUNT DESCRIPTION	AMOUNT	TO	ACCOUNT DESCRIPTION
H Fund Balance		1,135,252.00	H.9500.904	Transfer to General

Note

Grant reimbursement owed to General for BAN payment , ADA sidewalk, DRI, South street



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 2, 2024
Index No: 61-24

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 Waive Side Walk Sale Fees for the Cinco De Mayo Celebration

Resolved that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to waive the fees for sidewalk sales in the Downtown Mixed Use District for the weekend of May 3, 4, and 5, 2024 as part of the Business Improvement District's Cinco de Mayo Celebration.

Prepared by:
Rick McCormack, City Clerk

Attachments:

None



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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 2, 2024
Index No: 62-24

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 Close Street for the Annual Middletown Little League Parade

RESOLVED; that the Common Council of the City of Middletown authorizes the closing of streets for the Middletown Little League Parade on Saturday, April 6, 2024, beginning at 10:30 AM along the following route: leaving Presidential Park Elementary School, walking up Sunset Street, make left onto Watkins and into Watts Park.

Prepared by:
Rick McCormack, City Clerk

Attachments:

1.	Little League Parade Request
----	------------------------------

Richard McCormack

From: Rosanna Darrell <rosanna.darrell@middletownnyll.org>
Sent: Tuesday, March 19, 2024 11:04 AM
To: Richard McCormack
Subject: Little League Parade/Opening Day

Good morning, my name is Rosanna Darrell and I am the President of Middletown Little League. I am writing to ask/inform you of our opening day plans. We will be having our parade on Saturday April 6th. We are lining up at Presidential Park at 10 am and kicking off our walk to Watts Park at 10:30. We will walk up Sunset Ave and make a left onto Watkins Ave and continue in to the park. Thank you for assisting us with this request.

Respectfully
Rosanna

Sent from [Mail](#) for Windows

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CITY OF MIDDLETOWN, NEW YORK COMMON COUNCIL RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: April 2, 2024
Index No: 63-24

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 the Run 4 Downtown Committee to host an event at Erie Way Park

RESOLVED; that the Common Council of the City of Middletown hereby grants the Run 4 Downtown organization's application to provide beer and wine, on May 9, 2024, at Erie Way Park from 5 PM to 8 PM for a Run 4 Downtown kick-off/event sponsor recognition event.

FURTHER RESOLVED; the approval is conditioned upon the execution of the attached agreement by the applicant and the fulfillment of all requirements outlined in the agreement by the applicant to supply the City with the proper insurance documents and authorize the Mayor to sign the application from the SLA for the provision of beer and wine and temporarily lift the requirements of the City's open container ordinance for this application.

Prepared by:

Attachments:

None