CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
MAY 20, 2024 - 4:00 PM
COMMON COUNCIL CHAMBERS

1. ROLL CALL

2. APPROVAL OF MINUTES

   2.1. Accept the Minutes of 4/30/2024

3. NEW BUSINESS

   3.1. Authorization to approve the agreement to retire K9 Hunter

   John Ewanciw is requesting permission to retire K9 Hunter from the Police Department due to physical limitations restricting him from performing his duties to the best of his abilities and authorization for the Mayor to sign the Agreement.

   Through the years, K9 Hunter has built a special bond with Officer Berman and his family. Therefore, Officer Berman has requested that K9 Hunter continue to live with him and his family throughout the remainder of his life, and be the permanent owner and caretaker of Hunter.

   3.2. Authorization to Approve the Surplus of two police vehicles .

   The following is a list of vehicles owned by the Police Department that have been identified for disposal by utilizing a vehicle auction as per our conversation. The cost of keeping them in service exceeds the actual value of the vehicle.

year	make	vin number	vehicle number	color	issue(s)
2014	Ford	1FAHP2MKXEG182980	38	SRO – marked unit	emergency equipment & mechanical
2007	Dodge	2B3KA43HX7H779891	35	SRO – marked unit	various electrical issues

   3.3. Authorization to accept the $55,000 ESD Grant Award Authorization - Middletown Community Campus (MCC)

   BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes to accept the $55,000 through the Empire State Development: Strategic Planning and Feasibility Studies and the Smart Growth Comprehensive Planning Grant Program in order to create a Strategic Plan for Middletown Community Campus

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Mayor as the sole signatory for any and all necessary documents to sign the agreement and authorizes the Treasurer to establish/adjust the 2024 budget for the following lines in the General Fund:

Budget Neutral Adjustment:
Increase Revenue line A.3990 Misc State Aid $55,000
Increase Expense line A.6200.498 Economic Development - MMC Grant Expense $55,000

3.4. Authorization to accept the $500,000 CREST Grant award - Middletown & New Jersey Railroad Station (East Main St.) and approve a temporary Borrowing from General Fund

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes to accept the $500,000 in CREST funding though Assemblywomen Gunther's Office for the purchase and renovation of the Middletown and New Jersey Rail Station, located 140 East Main Street.

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Mayor as representative and sole signatory for the agreement and authorizes the Treasurer to establish the line in the capital line in the following matter:

FROM	AMOUNT	TO
GENERAL FUND BALANCE	$500,000	H.7989.201 Middletown & NJ Rail Station Expenses

This is a Temporary Borrowing to be repaid once funding is reimbursed for expenses.

3.5. Authorization to accept the Brownfield Opportunity Area Grant Award Authorization - MCC $250,772

The City of Middletown has been awarded $250,772 in Brownfield Opportunity Area funding through the 2023 Consolidated Funding Application (CFA), which is administered through the Department of State.

The funding will be used to complete a brownfield study of the Middletown Community Campus. This grant application was submitted in conjunction with Pattern for Progress, who will be the planners conducting the study and creating the documents.

Maria Bruni is seeking the approval and endorsement from the Common Council to identify Mayor DeStefano as the authorized representative and sole signatory, and commit to funding the 10% share of the project which amounts to $27,863, and to authorize the Treasurer to establish a line through the general fund as follows:

Increase A.3990 Misc State Income $250,772
Increase A.6200.900 Brownfield Study MCC Expense $250,772

3.6. Authorization to accept a $3,500 donation from Little League for infield clay.

The Recreation Department is requesting you to accept the $3,500 donation from Little League for infield clay and authorize the Treasurer to deposit into account A.2705.00 Gifts and Donations and increase budget line A.7110.478 Park Improvements.

3.7. Authorization to Enter into an Agreement with McCabe and Mack LLP to commence a Mortgage Foreclosure Action Against William Escolano and Christina Escolano

WHEREAS, in March, 2018, the City conveyed property located at 15 Birch Drive, Middletown, New York to William Escalano and Christina Escolano ("Escalanos"), and

WHEREAS, at the same time, the City granted the Escolanos a mortgage covering said property in the amount of $105,000.00, at 4% interest per annum, and

WHEREAS, the Escolanos are currently seriously delinquent in their mortgage payments and City property taxes, and

WHEREAS, as of March 18, 2024, the mortgage payment delinquency amounted to $57,784.32, and the property tax delinquency amounted to $33,967.48, and

WHEREAS, the Mayor and Corporation Counsel are recommending the commencement of a mortgage foreclosure action in Orange County Supreme Court, and

WHEREAS, it is necessary to retain the services of a private law firm to litigate this matter on behalf of the City in the Supreme Court court, and

WHEREAS, Corporation Counsel has discussed this matter with McCabe and Mack LLP, a Poughkeepsie based law firm with experience in litigating private mortgage foreclosure actions, and

WHEREAS, McCabe and Mack LLP has agreed to represent the City in this litigation at a rate of $295.00 per hour.

NOW THEREFORE BE IT RESOLVED by the City of Middletown Common Council that the City is authorized to commence a mortgage foreclosure action against William Escolano and Christina Escolano in the Orange County Supreme Court, and be it

FURTHER RESOLVED that the City is authorized to retain the services of

McCabe and Mack LLP to litigate this action at the quoted rate of $295.00 per hour and be it

FURTHER RESOLVED that the Mayor and Corporation Counsel are authorized to sign retainer and other documents necessary to retain counsel and litigate this mortgage foreclosure proceeding in the Orange County Supreme Court.

3.8. Authorization to transfer within the Capital funds $10,076.36 to cover the cost of restroom installation at Amchir Park

The Davidge Park restroom project is complete, and we would like to use the remaining money to build a single stall bathroom at Amchir Park. Authorization for the Treasurer to transfer $10,076.36.

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer $10,076.36, in the following manner,

FROM	TO	AMOUNT
H.0764.01 Parks Rec. Davidge ParkRestrooms	H.0764.02 Parks Rec Amchir Park Restrooms	$10,076.36

3.9. Authorization to transfer within the 2024 Water Budget to cover the cost of training expenses.

Jacob Tawil is requesting to authorize the Treasurer to transfer from 2024 WTP Contractual to Training, to cover shortage of funds for Training expenses, for 2 courses (Advanced Ops and Supervisory Management), that both Paul Owen and Darrin Cross attended from 4/9/24 to 5/3/24 and 5/6/24 to 5/9/24 in Cortland, NY

FROM	AMOUNT	TO
F.8330.400 WTP Contractual	$4,373.35	F.8330.433 WTP Training

3.10. Authorization to approve the Highland Ave Water Tank Proj. Amendment #1 Proposal

Enclosed, please find a proposal from CPL for Amendment #1 of additional services for the Highland Avenue tank project. Jacob Tawil is requesting approval and authorization for the mayor to sign the proposal in the amount of $59,479.00.

No funding is needed for this. Compensation will be paid partially from liquidated damages, if not contested by the bond company, and contingency funding from the project.

3.11. Authorization to approve $1 mil SAM Grant Funding & Transfer of Funds to Courthouse Project.

The City of Middletown has been awarded $3 million in SAM funding through the Office of Senator Skoufis for the renovation of the vacant federal courthouse located on South St.

$1 million of this funding was previously awarded to the City for the proposed Infill Project. As funds are needed for the Court House, a request for change in use was approved. DASNY combined a new award of $2 million for the Courthouse totaling $3 million.

Maria Bruni is seeking the approval and endorsement from the Common Council to identify Mayor DeStefano as the authorized representative and sole signatory for this new project. Maria is also requesting authorization for the Treasurer to transfer this funding from the Infill line to the Courthouse line.

FROM	AMOUNT	TO
H.0996.900 Infill Development Project	$1,000,000	H.0916.900 Court House

3.12. Authorization to accept DCJS Technology Grant funding for $136,315

The City of Middletown Police Department has been awarded $136,315 to participate in the Law Enforcement Technology Program.

This program provides funding to agencies looking to increase efficiency and effectiveness through the purchase of several key pieces of technology that will complement our enforcement and community outreach efforts, to help reduce crime and increase safety and security.

Upon approval, Chief Ewanciw is requesting to authorize the Treasurer to add the funding to a new established DCJS expense budget line in the General Fund Budget.

3.13. Authorization to approve Roosevelt Ave Easement Agreement

3.14. Water/Sewer Adjustment: 5 Willow Pl
42 Highland Ave
3 Myrtle Ave

See attachments.

3.15. Garbage Can Adjustments: 10 Bradner Ave
14 Oak Lane

3.16. Lawn Main. Adjustments:- 40 Knapps Ave
- 30 Broad St

3.17. Authorization to Enter into An Agreement with WSP USA for Middletown Traffic Operations Stage 1 and Stage 2

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 WSP USA $1,422,000 for continued Construction Support Services and Construction Inspection Services for PIN 8757.07 Middletown Traffic Operations, Stage I & II through April 1, 2025.

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 to sign the agreement.

4. ADJOURNMENT

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT MINUTES
APRIL 30, 2024

Roll Call

Approval of Minutes

Accept the Minutes of 04/25/24

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

New Business

Bid opening for O&W Building -Asbestos Abatement

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

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

JOHN EWANCIW
CHIEF OF POLICE

TELEPHONE
845-343-3151
FAX NUMBER
845-346-4140

CITY OF MIDDLETOWN POLICE DEPARTMENT
2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

May 2, 2024

Honorable Joseph M. DeStefano
Mayor- City of Middletown
City Hall
Members of the City of Middletown Common Council
16 James Street
Middletown, NY 10940

RE: Police K9 Hunter

Dear Mayor DeStefano and Members of the Council:

I am requesting permission to retire K9 Hunter from our department due to physical limitations restricting him from performing his duties to the best of his abilities.

Through the years K9 Hunter has built a special bond with Officer Berman and his family, therefore Officer Berman has requested that K9 Hunter continue to live with him and his family through the remainder of his life, and be the permanent owner and caretaker of Hunter.

Upon approval from the Council, I have attached an agreement between the City of Middletown and Officer Berman to be signed by Mayor DeStefano.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

AGREEMENT

This Agreement is made the _____ day of May, 2024 by and between Police Officer Jason Berman ("Hunter"), a Middletown police officer, with a business address at 2 James Street, Middletown, New York, 10940, and the City of Middletown ("City"), a municipal corporation with its place of business at 16 James Street, Middletown, New York 10940.

WHEREAS Police Officer Jason Berman has been the handler of a K-9 dog, known as "Hunter", in the service of the Middletown Police Department, and

WHEREAS the City desires to retire "Hunter" and no longer utilize the dog for police or municipal purposes, and

WHEREAS Police Officer Jason Berman has expressed a desire to be the permanent owner and caretaker of "Hunter".

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration,

1. The above recitals are hereby incorporated as if restated herein at length.

2. The City hereby retires "Hunter" from police and municipal services, and gives "Hunter" to Police Officer Jason Berman as the animal's permanent owner and caretaker.

3. All costs associated with the care of "Hunter" shall as of the date of this Agreement be the responsibility of Police Officer Jason Berman.

4. Police Officer Jason Berman agrees to indemnify and hold harmless the City, its officers and employees, to the fullest extent allowed by law for any and all claims made against the City, its officers and employees in connection with the ownership, handling and care of "Hunter".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF MIDDLETOWN

By:

______________________________	______________________________
Joseph DeStefano, Mayor	Police Officer Jason Berman

STATE OF NEW YORK)
)
COUNTY OF ORANGE)

On the ________ day of May, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Mayor Joseph M. DeStefano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
)
COUNTY OF ORANGE)

On the ________ day of May, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Police Officer Jason Berman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

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

Memo

To: Chief Ewanciw
From: Sgt. Jacqueline Welch
Date: April 29, 2024
Re: Disposal of 35, 38

The following is a list of vehicles owned by the police department that have been identified for disposal by utilizing a vehicle auction as per our conversation. The cost of keeping them in service exceeds the actual value of the vehicle.

year	**make**	**vin number**	**vehicle number**	**color**	**issue(s)**
2014	Ford	1FAHP2MKXEG182980	38	SRO – marked unit	emergency equipment & mechanical
2007	Dodge	2B3KA43HX7H779891	35	SRO – marked unit	various electrical issues

Respectfully,

Sgt. Jacqueline R. Welch #1177

CITY OF MIDDLETOWN
Office of Economic & Community Development

May 10, 2024

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RE: MIDDLETOWN COMMUNITY CAMPUS ESD GRANT AWARD

The City of Middletown has been awarded $55,000 through the Empire State Development: Strategic Planning and Feasibility Studies and the Smart Growth Comprehensive Planning Grant Program in order to create a Strategic Plan for the Middletown Community Campus.

As our application estimated $300,000 in planning funds to be utilized at the MCC, this planning grant will be completed alongside the Brownfield Opportunity Area (BOA) funding received for the site.

We are seeking authorization for the Mayor to sign as the sole signatory, any and all necessary documents required pertaining to the grant, and to authorize the Treasurer to establish a line through the general fund balance.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

CITY OF MIDDLETOWN
Office of Economic & Community Development

May 10, 2024

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RE: ***Community Resiliency, Economic Sustainability, and Technology Program ("CREST")***
Purchase and Renovation of the Middletown & New Jersey Railroad Station
Project ID: 26932

Dear Members:

The City of Middletown has been awarded $500,000 in CREST funding through Assemblywoman Gunther's Office for the purchase and renovation of the Middletown & New Jersey Railroad Station, located 140 East Main St.

We are seeking the approval and endorsement from the Common Council to identify Mayor DeStefano as the authorized representative and sole signatory, and authorize the Treasurer to create the line for the project.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

CITY OF MIDDLETOWN
Office of Economic & Community Development

May 10, 2024

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RE: Brownfield Opportunity Area Grant Award

Dear Members:

The City of Middletown has been awarded $250,772 in Brownfield Opportunity Area funding through the 2023 Consolidated Funding Application (CFA), which is administered through the Department of State.

The funding will be used to complete a brownfield study of the Middletown Community Campus. This grant application was submitted in conjunction with Pattern for Progress, who will be the planners conducting the study and creating the documents.

We are seeking the approval and endorsement from the Common Council to identify Mayor DeStefano as the authorized representative and sole signatory, and commit to funding the 10% share of the project which amounts to $27,863, and to authorize the Treasurer to establish a line through the general fund balance.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

MIDDLETOWN LITTLE LEAGUE
PO BOX 843 845-742-4319
MIDDLETOWN, NY 10940

1735

50-247/219

DATE 05-02-2024

CHECK ARMOR

PAY TO THE ORDER OF Middletown Parks and Recreation Dept. $ 3,500.00

Three Thousand Five Hundred Dollars and 00/100 DOLLARS

Photo Safe Deposit® Details on back

ORANGE Bank&Trust COMPANY

FOR donation for field clay

⑈001735⑈ ⑆021902475⑆ 1919048⑈

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: May 14, 2024
To: Honorable Members of the Board of Estimate
And Apportionment
Cc: Leonora Liz-Treasurer
Richard McCormack- City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

I respectfully request a transfer from 2024 WTP Contractual to 2024 Training, to cover shortage of funds for Training expenses, for 2 courses (Advanced Ops and Supervisory Management), that both Paul Owen and Darrin Cross attended from 4/9/24 to 5/3/24 and 5/6/24 to 5/9/24 in Cortland, NY

	FROM	AMOUNT	TO
1.	F.8330.400 WTP Contractual	$4,373.35	F.83303.433 WTP Training

Thank you.

MC

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: May 14, 2024

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

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

From: Jacob Tawil, Commissioner of Public Works J.T. | KB

Re: Additional Services- Highland Ave Tank Amendment #1 Proposal

Enclosed, please find a proposal from CPL for Amendment #1 of additional services for the Highland Avenue tank project. We are hereby requesting approval and signature for this proposal in the amount of $59,479.00.

No funding is needed for this. Compensation will be paid partially from liquidated damages, if not contested by the bond company, and contingency funding from the project.

Thank you.

May 6, 2024

Mr. Jacob S. Tawil, P.E., Commissioner of Public Works
City of Middletown
16 James St.
Middletown, NY 10940

Re: Highland Avenue Water Storage Tank Rehabilitation
Proposal for Additional Professional Services – Amendment No. 1

Dear Jacob:

We are pleased to submit this proposal to provide additional professional services for the Highland Avenue Water Storage Tank Rehabilitation project, as discussed in our meeting with you on February 16, 2024. This proposal amends our June 18, 2020 proposal, which was authorized by City Resolution #155-20 adopted August 4, 2020.

<u>Scope of Services</u>

CPL has provided, and proposes to continue to provide, the following additional services for the project as outlined below.

- NYSEFC Funding-Related Services
  - The project was initially going to be funded through City Borrowed Funds, as indicated in Resolution #155-20. During the course of the project, the City added this project into the New York State Environmental Facilities Corporation (NYSEFC) grant and low-interest loan funding package for the New Water Tanks project for the High Barney and Mountain Avenue water tanks. This inclusion required the following additional services by CPL to comply with NYSEFC requirements:
    - Redoing SEQR (coordinated review) for the combined project.
    - Incorporation of NYSEFC Mandatory State Revolving Fund Terms and Conditions into the contract documents.
    - Subcontracting the Construction Observation portion of our services, which we originally planned to self-perform, to KARC Planning Consultants, Inc (KARC), a WBE (Women-owned Business Enterprise) firm, to comply with NYSEFC MWBE utilization goals. This entailed effort by CPL for both subcontracting these services and coordination with KARC during construction.
    - Additional NYSEFC MWBE reporting.

- Additional Construction Services
    - The Agreement between the City and NUCO Painting Corp. (NUCO) for the construction contract was effective April 10, 2023 and stipulated a Substantial Completion date of October 31, 2023 and a Final Completion date of November 30, 2023. Due to delays by NUCO which are solely their responsibility, these dates have been exceeded, extending the project into winter construction. This has required a considerable extension of construction administration services by CPL and construction observation services subcontracted to KARC beyond what was included in our original authorized proposal, as well as the utilization of a subcontracted NACE-certified inspector (Tank Inspection Services) to assist with verification of proper coating application in the sub-optimal winter weather conditions.
    - NUCO's mismanagement of the project has required a far greater level of effort from CPL and our subconsultants than would usually be required, as we have dealt with issues such as having to issue stop work orders due to NUCO's repeated loss of insurance coverage, NUCO failing to show up at the site or not having materials on hand to work when our inspectors were present, etc.

<u>Schedule</u>

The tank was placed back into service on Saturday, February 17, which we consider the actual Substantial Completion date. Final Completion has not yet been achieved, as there are still several scope of work items which remain to be completed by NUCO as outlined in our February 19, 2024 letter to them. We have repeatedly pressed NUCO for a completion schedule but have yet to receive a complete one. At your direction, we reached out to NUCO's bonding company in late April and they have become involved.

<u>Compensation</u>

We propose compensation for the above scope of services for the following lump sum fees. A fee backup sheet has been attached for reference.

Funding-Related Services	$ 8,010.00	
Additional Construction Services		
CPL (Construction Administration)	$ 27,975.00	See Note 1
KARC (Construction Observation)	$ 13,530.00	
Tank Inspection Services (NACE Inspector)	$ 9,964.00	See Note 2
Subtotal Additional Construction Services	$ 51,469.00	
TOTAL Amendment No. 1	**$ 59,479.00**	

<u>Notes:</u>

1. CPL's Additional Construction Administration fee is based on our efforts through May 3, 2024, plus an estimated 8 hours of remaining effort through Final Completion. Should the project require additional effort from CPL beyond this, we may request additional fees.
2. Tank Inspection Services' fee includes (9) site visits completed thus far, including expenses, and (1) remaining site visit to be completed to verify ladder fall protection.

As discussed, these additional fees will be compensated by the City either from Liquidated Damages taken from NUCO for construction delays, or from the allowance included in the NYSEFC funding budget.

We would note that the Agreement between the City and NUCO includes Liquidated Damages of $500 per day for failure to meet the Final Completion Date, should the City choose to impose them. As of May 6, 2024, NUCO is 158 days beyond the Final Completion date, which is equivalent to $79,000 which will continue to accrue at $500 per day until Final Completion of the Work is achieved.

If this proposal is acceptable, please provide an authorized signature in the designated space below and return one copy.

We appreciate the opportunity to be of service to the City of Middletown and look forward to the completion of this important project. If you have any questions or wish to discuss our proposal in greater detail, please contact me at (607) 304-9968.

Very truly yours,

CPL

David A. Chase

David A. Chase, P.E., LEED AP
Associate Principal

Enclosure

Proposal Accepted By:

Signature: ______________________________ Date: ______________
City of Middletown

City of Middletown
Highland Avenue Water Storage Tank Rehabilitation - Additional Services Proposal
Fee Backup
Date: 5/6/2024

Tasks	Man-Hours						
Tasks	**Vice President**	**Associate Principal**	**Senior Project Manager**	**Construction Observation (KARC)**	**NACE Inspector (TIS) (rate per visit)**	**Expenses**	**Fee**
Hourly Rate	**$270**	**$215**	**$185**	**$110**	**$975**		
Funding-Related Services							
Funding-Related Services		8	34				$ 8,010.00
Subtotal							**$ 8,010.00**
Additional Construction Services							
CPL							
Additional Construction Administration	9	19	116				$ 27,975.00
Subconsultants							
KARC - Additional Construction Observation				123			$ 13,530.00
TIS - NACE Inspection Services					10	$ 214	$ 9,964.00
Subtotal							**$ 51,469.00**
Totals	**9**	**27**	**150**	**123**	**10**	**$ 214**	**$ 59,479.00**

CITY OF MIDDLETOWN
Office of Economic & Community Development

May 15, 2024

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RE: *State and Municipalities ("SAM") Renovation of the Vacant Former Courthouse*
Project ID: 25220

Dear Members:

The City of Middletown has been awarded $3 million in SAM funding through the Office of Senator Skoufis for the renovation of the vacant federal courthouse located on South St.

$1 million of this funding was previously awarded to the City for the proposed Infill Project under the above project ID/number. As funds were needed at the Court House, we requested a change in use and were approved. DASNY combined a new award of $2 million for the courthouse to this project number – this totals $3 million.

We are seeking the approval and endorsement from the Common Council to identify Mayor DeStefano as the authorized representative and sole signatory for this new project use. We are requesting authorization for the Treasurer to transfer this funding from the Infill line to the Courthouse line.

FROM	AMOUNT	TO
H.0996.900	$1,000,000	H.916.900
Infill Development Project		Court House

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

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

May 16, 2024

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

DCJS Law Enforcement Technology Grant

Dear Mayor DeStefano and Members,

The City of Middletown Police Department has been awarded $136,315 to participate in the Law Enforcement Technology Program .

This program provides funding to agencies looking to increase the efficiency and effectiveness through the purchase of several key pieces of technology that will complement our enforcement and community outreach efforts, to help reduce crime and increase safety and security.

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

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd

Development and Funding *****

Thank you for applying to the Division of Criminal Justice Services' (DCJS) Law Enforcement Technology (LETECH) grant program. Today, Governor Kathy Hochul will announce that $127 million in funding is being awarded to all 378 law enforcement agencies that applied across New York State.

This funding will allow your police departments and sheriffs' offices to purchase new technology and equipment to modernize your operations and more effectively solve and prevent crime. Your agencies will be able to use these funds to support a variety of equipment and technology, including but not limited to license plate readers, mobile and fixed surveillance cameras, computer-aided dispatch systems, software, unmanned aerial vehicles, gunshot detection devices, and smart equipment for patrol vehicles and police officers.

You will receive your formal award letter and grant documentation from DCJS Office of Program Development and Funding by no later than Friday, May 31, 2024. To fully fund all requested needs, Governor Hochul secured additional funding in the FY25 Enacted Budget. More than half of the total funding will be used to support license plate readers (22 percent), body-worn and patrol vehicle equipment (20 percent), and surveillance cameras (17 percent). Please find a breakdown of total funding by county and agency in the attached document.

EASEMENT AGREEMENT

This Agreement is made the ____ day of ______, 2024, by the City of Middletown ("City"), a municipal corporation with its place of business at 16 James Street, Middletown, New York 10940, and Rosa M. Salamanca ("Owner" or "Salamanca") and Manuel A. Salamanca ("Owner" or "Salamanca", individuals with a residential address at 97-99 Commonwealth Avenue, Middletown, New York 10940, and Marjorie E. Kummer ("Owner" or "Kummer"), an individual with a residential address at 95 Commonwealth Avenue, Middletown, New York 10940, and Daniel Maldonado ("Owner" or "Maldonado") and Jacqueline Maldonado ("Owner" or "Maldonado"), individuals with a residential address at 5-7 Roosevelt Avenue, Middletown, New York 10940, and Alisha Young ("Owner" or Young"), an individual with a residential address at 1-3 Roosevelt Avenue, Middletown, New York 10940, and Daniel Diaz ("Owner" or "Diaz") and Ivanessa Sanchez-Diaz ("Owner" or "Diaz"), individuals with a residential address at 94 Watkins Avenue, Middletown, New York 10940, and Donna Maria Bacchi ("Owner" or "Bacchi"), an individual with a residential address at 96 Watkins Avenue, Middletown, New York 10940, and Peter B. Swenson ("Owner" or "Swenson") and Diane L. Swenson ("Owner" or "Swenson"), individuals with a residential address at 98 Watkins Avenue, Middletown, New York 10940, and Robert Deltoro ("Owner" or "Deltoro") and Xiomara Basulto ("Owner" or "Basulto"), individuals with a residential address at 100 Watkins Avenue, Middletown, New York 10940, and Bruce C. DeGroat ("Owner" or "DeGroat"), an individual with a residential address at 102 Watkins Avenue, Middletown, New York 10940, and Jair Baggio LLC ("Owner" or "Baggio"), an entity with a residential address at 10-12 Wisner Avenue, Middletown, New York 10940.

WHEREAS, the Salamancas own certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 2, Lot 2, with a street address of 97-99 Commonwealth Avenue, Middletown, New York 10940 ("Salamanca Premises"), being the same land and premises described in a deed from Rosa M. Salamanca fka Rosa Guzman, Manuel A. Salananca aka Manuel A. Salamanca and Luis A. Cespedes to Rosa M. Salamanca and Manuel A. Salamanca and recorded in the Orange County Clerk's Office on January 21, 2020 in Book 14690 of Deeds at Page 538, and more particularly described in Schedule A, which is attached hereto and made a part hereof, and

WHEREAS, Kummer owns certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 3, Lot 2, with a street address of 95 Commonwealth Avenue, Middletown, New York 10940 ("Kummer Premises"), being the same land and premises described in a deed from John M. Kummer and Marjorie E. Kummer to Marjorie E. Kummer and recorded in the Orange County Clerk's Office on April 3, 2000 in Liber 5270 at Page 128, and more particularly described in Schedule B, which is attached hereto and made a part hereof, and

WHEREAS, the Maldonados own certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 3, Lot 1, with a street address of 5-7 Roosevelt Avenue, Middletown, New York 10940 (“Maldonado Premises”), being the same land and premises described in a deed from Albert H. LaVine and Blanche P. LaVine to Daniel Maldonado and Jacqueline Maldonado and recorded in the Orange County Clerk’s Office on April 26, 2006 in Book 12137 of Deeds at Page 1760, and more particularly described in Schedule C, which is attached hereto and made a part hereof, and

WHEREAS, Young owns certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 3, Lot 11, with a street address of 1-3 Roosevelt Avenue, Middletown, New York 10940 (“Maldonado Premises”), being the same land and premises described in a deed from Jesus Ramos and Jeanette Ramos to Alisha Young and recorded in the Orange County Clerk’s Office on May 15, 2020 in Book 14746 of Deeds at Page 778, and more particularly described in Schedule D, which is attached hereto and made a part hereof, and

WHEREAS, the Diazs’ own certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 3, Lot 10, with a street address of 94 Watkins Avenue, Middletown, New York 10940 (“Diaz Premises”), being the same land and premises described in a deed from Marjorie I. Silling a/k/a Marjorie Silling, individually, as life tenant and as surviving tenant by the entirety of William Silling and James H. Saunders, as trustee of the Marjorie I. Silling Irrevocable Trust dated 1/23/12 to Daniel Diaz and Ivanessa Sanchez-Diaz and recorded in the Orange County Clerk's Office on August 3, 2022 in Book 15284 of Deeds at Page 544, and more particularly described in Schedule E, which is attached hereto and made a part hereof, and

WHEREAS, Bacchi owns certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 3, Lot 9, with a street address of 96 Watkins Avenue, Middletown, New York 10940 ("Bacchi Premises"), being the same land and premises described in a deed from JP Morgan Chase Bank, N.A. to Donna Maria Bacchi and recorded in the Orange County Clerk's Office on September 20, 2010 in Book 13056 of Deeds at Page 1580, and more particularly described in Schedule F, which is attached hereto and made a part hereof, and

WHEREAS, the Swensons own certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 3, Lot 8, with a street address of 98 Watkins Avenue, Middletown, New York 10940 ("Swenson Premises"), being the same land and premises described in a deed from Estate of John M. Mulqueen Jr. to Peter B. Swenson and Diane L. Swenson and recorded in the Orange County Clerk's Office on May 20, 2013 in Book 13567 of Deeds at Page 1251, and more particularly described in Schedule G, which is attached hereto and made a part hereof, and

WHEREAS, Deltoro and Basulto own certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 3, Lot 7, with a street address of 100 Watkins Avenue, Middletown, New York 10940 ("Deltoro and Basulto Premises"), being the same land and premises described in a deed from Donald R. Law and Elizabeth R. Law to Robert Deltoro and Xiomara Basulto and recorded in the Orange County Clerk's Office on December 27, 2006 in Book 12330 of Deeds at Page 1376, and more particularly described in Schedule H, which is attached hereto and made a part hereof, and

WHEREAS, DeGroat owns certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax Map as Section 7, Block 3, Lot 6, with a street address of 102 Watkins Avenue, Middletown, New York 10940 ("DeGroat Premises"), being the same land and premises described in a deed from Allen D. Bobb, Joan E. Bobb, Richard T. Lenz, and Michele M. Lenz to Bruce C. DeGroat and recorded in the Orange County Clerk's Office on January 11, 2010 in Book 12950 of Deeds at Page 1327, and more particularly described in Schedule I, which is attached hereto and made a part hereof, and

WHEREAS, Baggio owns certain premises in the City of Middletown, County of Orange, State of New York, delineated on the City of Middletown Tax

Map as Section 7, Block 3, Lot 5, with a street address of 10-12 Wisner Avenue, Middletown, New York 10940 ("Baggio Premises"), being the same land and premises described in a deed from 113 Wickham Avenue LLC to Jair Baggio LLC and recorded in the Orange County Clerk's Office on December 12, 2022 in Book 15347 of Deeds at Page 1637, and more particularly described in Schedule J, which is attached hereto and made a part hereof, and

WHEREAS, the parties desire that the City acquire an easement to continue to perform snow plowing and salting a certain paved, blacktop driveway running across all of the non-municipal parties' properties from Roosevelt Avenue and Wisner Avenue.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration,

1. The above recitals are hereby incorporated as if restated herein at length.

2. The Salamancas, Kummer, Maldonados, Young, Diazs', Bacchi, Swensons, Deltoro and Basulto, DeGroat and Baggio hereby grant the City a permanent easement to be exercised in, on and over a certain portion of the premises described in Schedules A through J for the purpose of providing snow plowing and salting operations. The permanent easement consists of the currently existing paved, blacktop driveway running across all of the non-municipal parties' properties from Roosevelt Avenue to Wisner Avenue.

3. This easement is conditioned upon:

A. The owners of the affected premises must maintain the subject driveway in a condition that allows for safe operations by the vehicles utilized by the City's Department of Public Works. This maintenance includes, but is not limited to, removal of trees and other vegetation, and repair of potholes.

B. The cost of all maintenance, repair, improvement and replacement upon said easement shall be the responsibility of the owners of the affected premises.

C. The owners of the affected premises must remove all vehicles and other obstructions in the subject driveway that would interfere with the City's operations.

D. The owners of the affected premises are responsible to remove any snow that accumulates upon their respective premises as a result of the City's plowing operations.

4. The Salamancas, Kummer, Maldonados, Young, Diazs', Bacchi, Swensons, Deltoro and Basulto, DeGroat and Baggio all agree to indemnify and hold harmless the City, its heirs, successors, distributes and assigns, to the fullest extent allowed by law for any and all claims made against the City, its heirs, successors, distributes and assigns, in connection with the City's operations in and over the subject driveway, except that this indemnification shall not apply in any case in which the alleged damages are caused by the City's willful misconduct or negligence.

5. This Agreement shall be recorded, shall be deemed to be a covenant running with the land, and shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, distributees, successors, legal representatives and assigns.

City of Middletown	Jair Baggio LLC
By:	By:
______________________________	______________________________
Joseph M. DeStefano, Mayor	

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph M. DeStefano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared __________ __________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

______________________ ______________________
Rosa M. Salamanca Manuel A. Salamanca

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Rosa M. Salamanca, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Manuel M. Salamanca, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the

person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

______________________ ______________________
Marjorie E. Kummer Alisha Young

STATE OF NEW YORK)
) ss.:

COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Marjorie E. Kummer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Alisha Young, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

_____________________________ _____________________________
Daniel Diaz Ivanessa Sanchez-Diaz

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Diaz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Ivanessa Sanchez-Diaz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

_________________________	___________________________
Peter B. Swenson	Diane L. Swenson

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter B. Swenson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Diane L. Swenson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

___________________________ ___________________________
Robert Deltoro Xiomara Basulto

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Deltoro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Xiomara Basulto, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

____
Bruce C. DeGroat

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ________ day of ________, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce C. DeGroat, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

____
Notary Public

memo

CITY OF MIDDLETOWN

To: BOARD OF ESTIMATE

From: MARTA MOSER, SR UTILITY CASHIER

Date: 4/18/2024

Re: 57-63 PROSPECT ST/1 FAMILY/OWNER OCCUPIED/ON PORTAL

The Finance Dept. sent 3 leak letters and, James, Meter Dept. left a door knocker to notify the homeowner of a leak. James, ultimately, traced the leak to the underground pipe from the house to the to the garage. The homeowner then turned off the water to the garage but when the repairman came to examine the problem the water was left inadvertently back on. James called the owner to let him know the leak had started again. You can see the stop and start again of the leak on the graph.

No receipt. The pipe has not been repaired but the water is off.

James Depuy
57 Prospect Street
Middletown, NY 10940

April 10, 2024

City of Middletown
Department of Finance
16 James Street
Middletown, NY 10940

Dear City of Middletown Department of Finance,

I hope this letter finds you well. My name is James Depuy, and I am a longtime resident of Middletown, residing at 57 Prospect Street since 2002. My wife and I have cherished being part of this vibrant community our entire lives, dedicating ourselves to contributing positively whenever possible.

I am writing to you today regarding a matter that has caused us much concern. Recently, we received notifications from your office about an unusual increase in our water usage. Initially, I attributed this to our sump pump, which has been in continuous operation due to the excessive rainfall we've experienced. However, it has come to my attention that the real issue was a hidden leak in the pipe leading to our separate detached garage, entirely unbeknownst to me until now.

Upon discovering this, I immediately took action by shutting off the water supply to the affected line. Furthermore, I have arranged for a leak detection specialist to identify and resolve the precise location of the leak promptly. Rest assured, no efforts will be spared in rectifying this issue at the earliest opportunity.

The reason for my correspondence is to address the recent water bill, which has soared to an amount far beyond our means. My wife and I are currently living on a fixed income, and my health has been in decline, adding to our financial strains. In light of our longstanding commitment and contributions to the City of Middletown, we humbly request your consideration for leniency concerning this bill.

We understand the importance of fulfilling our obligations and are committed to resolving this matter. Therefore, we kindly ask if there might be any possibility of forgiveness for the incurred charges or if alternative arrangements could be considered to alleviate this burden on us during this challenging time.

Your guidance on how we might proceed to amicably settle this matter would be greatly appreciated. We are ready to provide any further information or documentation as may be required.

Thank you for your understanding and support. We look forward to your kind assistance and hope to continue being valuable members of the Middletown community.

Warm regards,

James Depuy

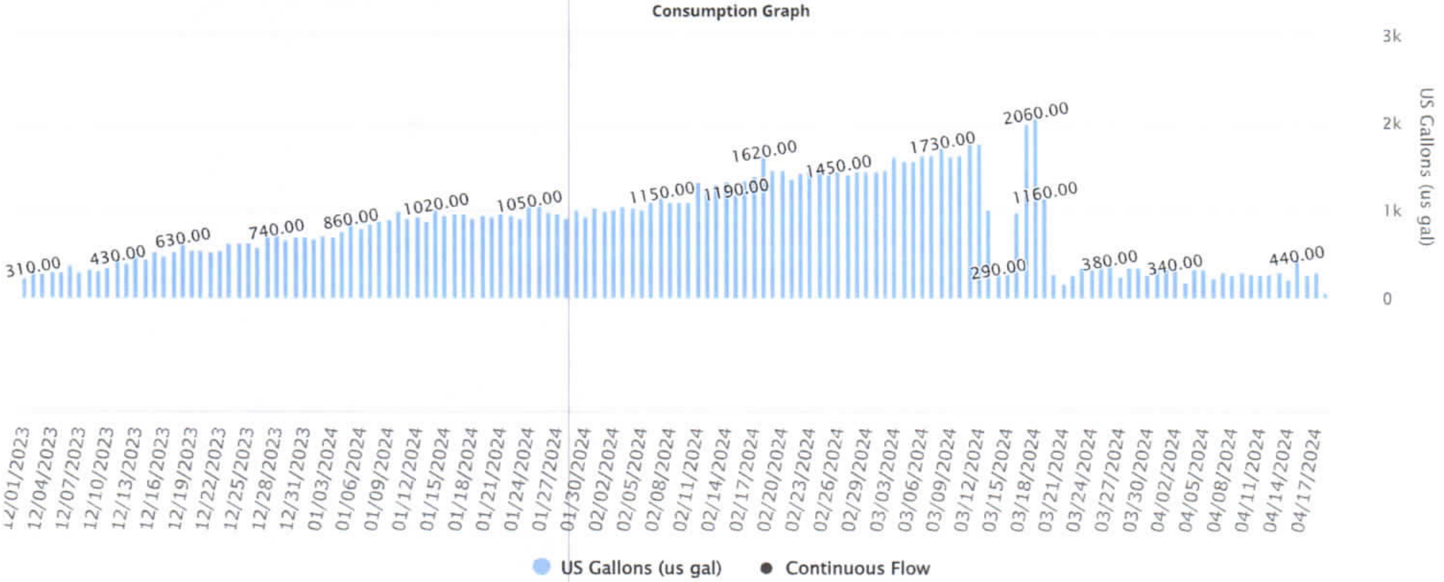
Usage Report

Customer Name: DEPUY FAMILY REVOC TRUST
Address: 57 PROSPECT ST -63 MIDDLETOWN, NY 10940
Account: 5139001100
Device ID: 82180405
Meter ID 2: 001
Radio ID: 86886046
Date Range: 2023-12-01 to 2024-04-18

Date Range Detail Level - DAILY
12/01/2023 to 04/18/2024
117480 US Gallons (us gal)

min:	**max:**	**avg:**
60	2060	839.143

Consumption Graph



Legend: Consumption No Consumption Negative Consumption (blank) Missing Interval

Acct: 51-3900110-0 DEPUY FAMILY REVOC T 57 PROSPECT ST Status: 0
Meter No: 001 Arb #: 86886046 Serial #: 43014990

---------------------------- Consumption Information ----------------------------

Read Date	Reading	Days	Code	Billed Consumption
04/01/2024	842580	122	A	112538
12/01/2023	730042	122	A	25886
08/01/2023	704156	122	A	51302
04/01/2023	652854	121	A	23629
12/01/2022	629225	122	A	39098
08/01/2022	590127	122	A	52035
04/01/2022	538092	121	A	19047
12/01/2021	519045	122	A	34422
08/01/2021	484623	122	A	37951
04/01/2021	446672	121	A	21231
12/01/2020	425441	122	A	55573
08/01/2020	369868	122	A	65454
04/01/2020	304414	122	A	33852
12/01/2019	270562	122	A	51993
08/01/2019	218569	122	A	45458
04/01/2019	173111	122	A	42871
11/30/2018	130240	123	A	28399
07/30/2018	101841	118	A	65204
04/03/2018	36637	123	A	22149
12/01/2017	889010	136	A	52070
07/18/2017	851418	131	A	42211
03/09/2017	809207	125	A	32687
11/04/2016	776520	115	A	53749
07/12/2016	722771	127	A	54105
03/07/2016	668666	125	A	26366
11/03/2015	642300	116	A	79764
07/10/2015	562536	115	A	61190
03/17/2015	501346	132	A	37319
11/05/2014	464027	126	A	66821
07/02/2014	397206	113	A	31373
03/11/2014	365833	130	A	26653
11/01/2013	339180	121	A	41810
07/03/2013	297370	107	A	27158
03/18/2013	270212	133	A	30391
11/05/2012	239821	117	A	48877
07/11/2012	190944	102	A	50741
03/31/2012	140203	121	A	25022
11/08/2011	115181	131	A	94668
06/30/2011	20513	77	A	20513
04/14/2011	1078403	43	A	10015
03/02/2011	1068388	127	A	25096
10/26/2010	1043292	118	A	101293
06/30/2010	941999	113	A	37718
03/09/2010	904281	131	A	27946
10/29/2009	876335	121	A	38190
06/30/2009	838145	110	A	33118
03/12/2009	805027	122	A	24000
11/10/2008	781027	122	A	70128
07/11/2008	710899	120	A	36791

memo

CITY OF MIDDLETOWN

To: BOARD OF ESTIMATE

From: MARTA MOSER, SR UTILITY CASHIER

Date: 4/24/2024

Re: 5 WILLOW PL/1 FAMILY/OWNER OCCUPIED/ON PORTAL

Over the last 7 years the Meter Dept. and PMI sent numerous letters to the homeowner to get the meter changed with the new Sensus meter. Finally, we received a call from Ms. Ortiz as she is having serious financial difficulties. We advised her to get the new meter and get the leak fixed which she has done.

Part of the financial difficulty is the 2022 water/sewer was relevied on the 2024 taxes increasing them by $11,000. The 2020 & 2021 water/sewer was relevied on the 2023 taxes increasing them by $22,000.

Steve Dodd Plumbing & Heating Inc receipt attached

The homeowner has been frantically calling and emailing Maria daily. She is not able to pay her mortgage because of the huge increase in taxes and is on the verge of being foreclosed on. Ms. Ortiz was in an abusive marriage for many years and is now to trying to save her house.

Frances Ortiz 5 Willow Place Middletown, New York 10940

Board of Estimate Middletown, New York

Dear Members of the Board of Estimate, I hope this letter finds you well. I am writing to bring to your attention a pressing issue regarding my recent water bill, and I kindly request your assistance in resolving this matter. As a resident of Middletown for nearly 22 years, living at 5 Willow Place, Middletown, New York, I have always strived to fulfill my financial obligations diligently. However, I recently received a water bill that far exceeds my usual usage, prompting me to investigate further. Upon inspection, I discovered a leak on my property, unbeknownst to me, which has resulted in the inflated bill.

At 51 years old and navigating life as a single woman, I must admit my unfamiliarity with identifying and addressing such issues promptly. I recently had a new water meter installed on Friday, the 12th of April 2024, by James, a technician who confirmed the anomaly in the meter readings. The meter displayed a reading of 36, whereas it should have been around 10, indicating a significant leak. I have since reached out to a local plumber from the list provided by James to rectify the situation. The repercussions of this high water bill extend beyond mere inconvenience. There is a tax levy on my mortgage, making it exceedingly difficult for me to meet my financial obligations. I have already approached my mortgage company for a loan modification, but unfortunately, the levy must be lifted before any adjustments can be made to my mortgage payments.

Allow me to provide some context to elucidate the gravity of my situation. I have faced numerous challenges throughout my life, including enduring an abusive marriage that spanned 26 years. Despite the adversity I have encountered, I have persevered, dedicating myself to raising my two children, maintaining our home, pursuing education, and working diligently to secure a stable future. Last year, after serving in various capacities within the Middletown school district for two decades, I made the decision to further my education and pursue my dream of becoming a certified teacher. I am currently on the cusp of realizing this dream, with graduation from LIU scheduled for May. However, the financial strain resulting from the water bill and mortgage levy threatens to derail my hard-earned progress and stability.

I implore the Board of Estimate to consider my circumstances with compassion and empathy. As a devoted member of the Middletown community, with a commendable reputation within the school district, I appeal to your sense of justice and fairness. I am not accustomed to seeking assistance, but I find myself in a dire situation that requires intervention beyond my means. The relief from the inflated water bill and the removal of the tax levy on my mortgage are essential for me to regain financial stability and continue striving toward a better future for myself and my family.

I humbly beseech the Board of Estimate to grant clemency in this matter and provide the necessary assistance to alleviate my financial burden. Your benevolent consideration of my plea would not only offer immediate relief but also reaffirm the values of compassion and support within our community. I thank you sincerely for your attention to this pressing issue and remain hopeful for a favorable resolution.

Yours faithfully,

Frances Ortiz

Usage Report

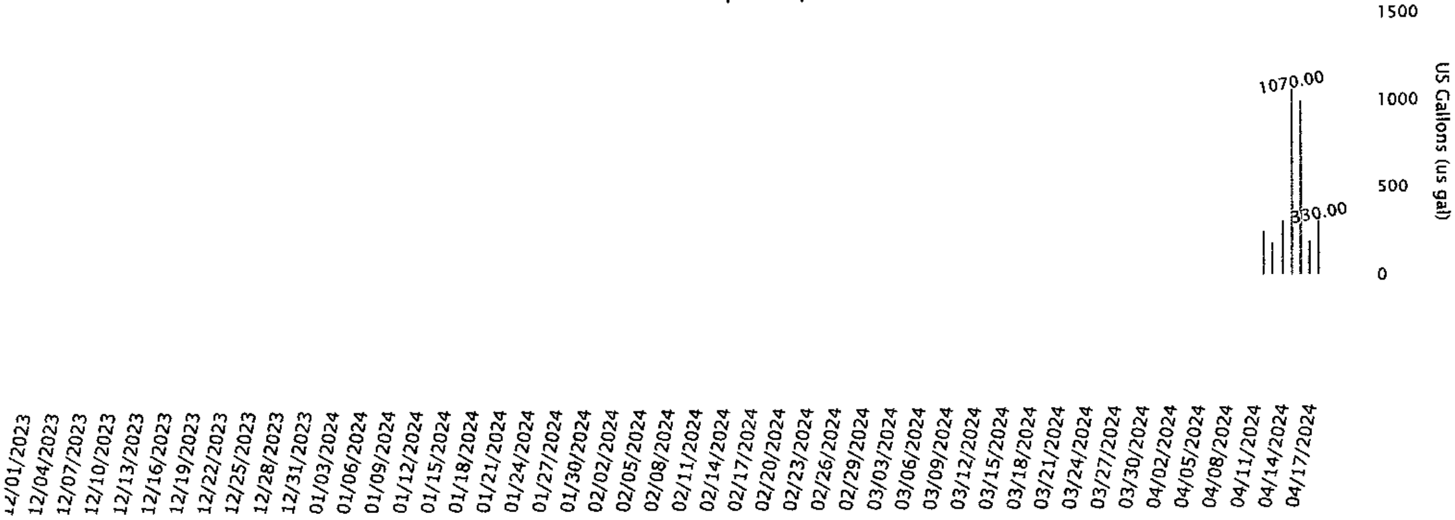
Customer Name: ORTIZ FRANCES
Address: 5 WILLOW PL MIDDLETOWN, NY 10940
Account: 5168007900
Device ID: 82177121
Meter ID 2: 001
Radio ID: 86885214
Date Range: 2023-12-01 to 2024-04-18

Date Range Detail Level - DAILY

12/01/2023 to 04/18/2024
3378 US Gallons (us gal)

min:	**max:**	**avg:**
190	1070	482.571

Consumption Graph



Legend: Consumption No Consumption Negative Consumption (blank) Missing Interval

Acct: 51-6800790-0 ORTIZ FRANCES 5 WILLOW PL Status: 0
Meter No: 001 Arb #: 86885214 Serial #:

---------------------------- Consumption Information ----------------------------

Read Date	Reading	Days	Code	Billed Consumption
04/12/2024	3494084	135	A	140979
11/29/2023	3353105	126	A	160013
07/26/2023	3193092	118	A	146043
03/30/2023	3047049	121	A	132601
11/29/2022	2914448	119	A	162224
08/02/2022	2752224	133	A	200047
03/22/2022	2552177	120	A	169810
11/22/2021	2382367	125	A	229404
07/20/2021	2152963	123	A	258212
03/19/2021	1894751	118	A	240807
11/21/2020	1653944	123	A	224413
07/21/2020	1429531	125	A	194692
03/18/2020	1234839	124	A	145763
11/15/2019	1089076	122	A	110746
07/16/2019	978330	117	A	95649
03/21/2019	882681	135	A	117330
11/06/2018	765351	112	A	87437
07/17/2018	677914	119	A	48151
03/20/2018	629763	111	A	30842
11/29/2017	598921	124	A	49246
07/28/2017	549675	119	A	45046
03/31/2017	504629	122	A	51260
11/29/2016	453369	118	A	51058
08/03/2016	402311	128	A	48976
03/28/2016	353335	117	A	64320
12/02/2015	289015	114	A	138469
08/10/2015	150546	124	A	46940
04/08/2015	103606	119	A	29285
12/10/2014	74321	152	A	74321
07/11/2014	1421927	102	A	39649
03/31/2014	1382278	117	E	25000
12/04/2013	1357278	127	A	47345
07/30/2013	1309933	117	A	41040
04/04/2013	1268893	139	A	30664
11/16/2012	1238229	120	A	36332
07/19/2012	1201897	110	A	31245
03/31/2012	1170652	121	A	24669
11/17/2011	1145983	129	A	27419
07/11/2011	1118564	118	A	28975
03/15/2011	1089589	132	A	28917
11/03/2010	1060672	114	A	64899
07/12/2010	995773	115	A	45936
03/19/2010	949837	134	A	27617
11/05/2009	922220	118	A	54237
07/10/2009	867983	107	A	38595
03/25/2009	829388	124	A	28210
11/21/2008	801178	123	A	66832
07/21/2008	734346	114	A	59396
03/29/2008	674950	117	A	32914

INVOICE

STEVE DODD
PLUMBING AND HEATING, INC.
53 Ingrassia Road
Middletown, New York 10940
(845) 386-2217

JOB PHONE	DATE OF ORDER 4-23-24
JOB NAME/LOCATION	

"Customer agrees to pay reasonable attorney's fee and court costs in the event that the account is referred to an attorney or outside agency for collection"

To: GLORIA ROLDAN
5 Willow PL
Middletown NY 10940

Terms: Balance unpaid after 30 days from date of invoice are subject to a late payment charge of 2% per month, 24% per annum.

DESCRIPTION	AMOUNT
Check Plumbing FOR LEAKS	
CAUSING high WATER Bill	
RePAIR 1st Floor Toilet	
LeAK ON AND OFF Continusly	
RePlace ~~on~~ LeaKing outside	
Hose faucet	
Sales Receipt # 44180 MASTER CARD	
PD C/C.	

LABOR	HOURS	RATE	AMOUNT		
Tony				TOTAL MATERIAL $	65.00
Steve				TOTAL LABOR $	275.00
				C/C Fee 4% $	13.60
				$	353.60
				TAX $	28.73
				PAY THIS AMOUNT $	382.33

I hereby acknowledge the satisfactory completion of the above described work

X [signature]
Signature

Thank You

CITY OF MIDDLETOWN

Memo

To: BOARD OF ESTIMATE

From: Marsha Vitulli

Date: May 16, 2024

Re: 10 Bradner Avenue, Middletown, New York 10940

Garbage Cans

Owner is requesting that her charge for Garbage Cans be reduced for the year 2024 since she returned the cans to the Department of Public Works. The Garbage Cans were picked up by DPW in April 2024.

To the Board of Estimate,

I am writing in regards to a bill I received for additional garbage cans for the year of 2024. I no longer own these carts as of April 2024, when I had the town pick them up. I am requesting that the bill for 2024 be reduced accordingly. When I originally purchased the cans, they only charged me for the portion of that year that was left. I do not understand how the same would not apply when returning.

Thank you for your time,

Christen Torruella
10 Bradner Ave,
Middletown, NY 10940
(845) 837-2570 - please do not hesitate to call with questions

=

Date Prepared: 05/16/2024 03:20 PM
From Year: To
From Seq: 36 To 36
Penalty Date: 05/16/2024

CITY OF MIDDLETOWN

Account Balance Summary

District: 330900
Owner: KRISTIAN TORRUELLA

Parcel ID: 32-7-5
Location: 10 BRADNER AVE

Acct No: P32-7-5

Bank:

Year	Seq	Bill No.	Inst	Due Date	Principal	Fees	Penalty To 05/16/2024	Total Amount Due	Cumulative Due
2023	36	102	1	02/17/2023	200.00			200.00	200.00
				Total	**200.00**			**200.00**	
2024	36	177	1	02/23/2024	200.00			200.00	400.00
				Total	**200.00**			**200.00**	
Grand Total					**400.00**	**0.00**	**0.00**	**400.00**	

Marsha Vitulli

From: Lauren Mahoney
Sent: Thursday, April 25, 2024 12:23 PM
To: Marsha Vitulli
Subject: 10 BRADNER AVE.

Hi Marsha-

Could you please remove the additional set of cans for 10 Bradner Ave.? Our sanitation dept. removed them today.

Thank you,

Lauren Mahoney | Building Department
Department of Public Works
16 James Street
Middletown, NY 10940
Phone: (845)343-3169
Fax: (845)343-4014
Email: lmahoney@middletownny.gov

CITY OF MIDDLETOWN

Memo

To: BOARD OF ESTIMATE

From: Marsha Vitulli

Date: April 30, 2024

Re: 14 Oak Lane, Middletown, New York 10940

Garbage and Recycling Bins

Owner states that the extra garbage bin was on the property when they moved in. They were not aware that there was a charge annually for the extra bin. They were not told this at closing, and they have never used the extra bin. The extra garbage can has since been removed by the Department of Public Works.

Subject: Dispute Regarding Secondary Garbage Pail Charge

Dear Middletown Board of Estimates & Public Works Department,

I am writing to dispute the charge of $175 for the secondary garbage pail that was on the property at 14 Oak Lane prior to our home purchase. As new homeowners, we were not aware that it was necessary to return the secondary garbage pail, and no indication was given to us at the time of closing. You can confirm that this secondary bin was requested by the previous owner.

Upon recently receiving the bill for the past two years, we were surprised to learn about this requirement. It was not communicated to us during the home purchasing process, nor did we receive any notification from the town regarding the necessity of returning the additional garbage pail.

Furthermore, I would like to bring to your attention that the secondary garbage pail has never been used. Our garbage pickup has consistently only involved one garbage pail and one recycling bin, as confirmed by the garbage pickup personnel. There has been no need for the secondary garbage pail, and it has remained unused on our property.

As soon as we became aware of the situation upon receiving the bill, we promptly notified the Department of Public Works and arranged for the removal of the secondary garbage pail from our property. We respectfully request that the $175 fee for the past two years be waived, as the oversight was unintentional, and the secondary garbage pail was not utilized.

We hope for a prompt resolution to this matter and appreciate your attention to our dispute.

Sincerely,

Astrid Morales & Nelson Martínez
14 Oak Lane
Middletown NY, 10940
(845) 775-0306

CITY OF MIDDLETOWN

Memo

To: BOARD OF ESTIMATE

From: Marsha Vitulli

Date: May 15, 2024

Re: 40 Knapp Avenue, Middletown, New York 10940

Lawn Maintenace

Owner states that he was not given proper notice from the City of Middletown regarding his lawn being cut. He states that he believes the notices where sent to the incorrect address. He would like to have the $250.00 charge deleted.

May 8, 2024

Mark Crane
PO Box 626
Shrewsbury, MA 01545

Middletown Board of Estimate
16 James St.
Middletown, NY 10940

Dear Sir or Madam:

I am writing to you at the direction of Mr. Brent Dewitt (emails attached).

On April 23, 2024, I received a bill from the City of Middletown for $250.00 to cut the grass at 40 Knapp Ave (attached). I called Middletown DPW and explained this is the first time I am hearing about my grass being too long or being cut by the City of Middletown. They transferred me to Mr. Dewitt.

Mr. Dewitt reviewed the letter with me telephonically. I asked Mr. Dewitt why the bill was sent to my previous address. Mr. Dewitt read off my current address from his records confirming the City of Middletown was in possession of my current address. I asked Mr. Dewitt why my new updated address isn't being used. Mr. Dewitt did not know. I asked Mr. Dewitt where the notification letter was sent before the City of Middletown cut my grass, as the city is required to give me written notice before cutting my grass. Mr. Dewitt stated he didn't know where the notice was sent. I requested Mr. Dewitt email me the before and after pictures of my grass being cut as well as the written notice given prior to cutting the grass. Mr. Dewitt agreed.

Mr. Dewitt emailed me the before and after pictures of the grass being cut but did not email the notification letter I requested. I emailed Mr. Dewitt back requesting the notification letter again. I still have not received the notification letter, (emails attached). Apparently the City of Middletown either sent the notification letter to the incorrect address or they didn't send it at all. Either way I was not notified prior to the City of Middletown cutting my grass.

Please delete the enclosed $250.00 bill as I was not given the required notification prior to cutting my lawn. Thank you.

Sincerely,

Mark Crane
646-261-6158

Karen Longden

From: noreply@civicplus.com
Sent: Tuesday, January 2, 2024 12:01 PM
To: Karen Longden; Marianne Feely; Richard McCormack
Subject: Online Form Submittal: Change Your Address

RECEIVED
JAN 2 2024
ASSESSOR'S OFFICE

Change Your Address

Please complete the online form below to change your address.

Personal Information

Select type of address	Individual
Section	22
Block	5
Lot	17

Property Information

Street Address	40 Knapp Ave
City	Middletown
Zip Code	10940

Owner Information

First Name	Mark
Last Name	Crane
Middle Name/Initial	T.
Daytime Phone Number	16462616158
Mobile Phone Number	*Field not completed.*
Email Address	Mark79rx7@hotmail.com

Person Requesting Change

Last Name	Crane
First Name	Mark
Middle Name/Initial	T.

Daytime Phone Number	16462616158
Mobile Phone Number	*Field not completed.*
Email Address	Mark79rx7@hotmail.com
New Mailing Address	PO Box 626 Shrewsbury, MA 01545
Old Mailing Address	PO Box 152 Bloomingburg, NY 12721
Effective Date	01/2/2024

I hereby certify that I am the above named individual making this request and that I am legally authorized to make the request to change the address on the above referenced property.

Check One	I agree

Email not displaying correctly? View it in your browser.

City of Middletown
Department of Public Works
16 James Street
Middletown, NY 10940
845-343-3169

Parcel ID: 22-5-17

09/20/2023

Mark Crane
PO BOX 152
Bloomingburg, NY 12721

RE: 40 Knapp Ave

Dear Property Owner:

Notice is hereby given that you are in violation of Ordinance 188-1. Removal of vegetation, setting forth regulations for the control and cutting of grass, weeds and other vegetation as adopted by the City of Middletown, New York, on December 27, 1954 in that you have permitted unsightly grass and weeds to grow on your property at 40 Knapp Ave.

Full compliance with this ordinance is required within five (5) days of the date of this notice or the Commissioner of Public Works will order the necessary work done and you will be charged one hundred ($100.00) dollars for the first time, hundred and fifty ($250.00) dollars for the second time and five hundred ($500.00) dollars for the third and subsequent times. For two-family and multi-family residential properties you will be charged two hundred and fifty ($250.00) dollars for the first time, five hundred ($500.00) dollars for the second time and seven hundred and fifty ($750.00) dollars for the third and subsequent times. For commercial and industrial properties, the charge for the first time will be five hundred ($500.00) dollars, seven hundred and fifty ($750.00) dollars for the second time and one thousand ($1000.00) for the third and subsequent time. The Common Council has deemed that these charges may be a lien against the property. Along with the above fees, you could also be faced with a fine of anywhere from $100.00 to $500.00, resulting from an appearance in court.

We solicit your help in keeping our City neat and clean. Please contact the office at (845) 343-3169 if you have any questions.

By Order Of:

Jacob S. Tawil, P.E.

Jacob S. Tawil, PE
Commissioner of Public Works

Crane, Mark T.

From:	Mark Crane <mark79rx7@hotmail.com>
Sent:	Thursday, May 9, 2024 1:29 PM
To:	Crane, Mark T.
Subject:	[EXTERNAL] Fw: 40 KNAPP

Sent from Outlook

From: Mark Crane <mark79rx7@hotmail.com>
Sent: Tuesday, April 23, 2024 5:58 PM
To: Brent DeWitt <bdewitt@middletown-ny.com>
Subject: Re: 40 KNAPP

Brent:

Thank you for the prompt reply and pictures. As per our conversation, please send me the notices that were previously sent to me via USPS. Thank you.

Regards,

Mark
646-261-6158

Sent from Outlook

From: Brent DeWitt <bdewitt@middletown-ny.com>
Sent: Tuesday, April 23, 2024 4:13 PM
To: MARK79RX7@HOTMAIL.COM <MARK79RX7@HOTMAIL.COM>
Subject: 40 KNAPP

HEY MARK. GOOD TALKING TO YOU EARLIER. ATTACHED, PLEASE FIND PHOTOS REQUESTED. THE ELECTRONIC SIGNATURE FOR THE FIRST PHOTO IS DATED 9-20-23@2:06PM. SECOND PHOTO 9-28-23@12:58PM. ANY FUTURE INQUIRIES CAN BE SUBMITTED IN WRITING TO THE BOARD OF ESTIMATE. 16 JAMES STREET, MIDDLETOWN NY 10940. THEY WILL BE ABLE TO HELP YOU WITH ANY FEE CONCERNS. STAY SAFE.

THANK YOU.
BRENT DEWITT
CODE ENFORCEMENT
CITY OF MIDDLETOWN

Miscellaneous Charge

Acct. No. 40 Knapp ave **Date:** 09/28/23

Materials:

Total Materials: __________

Equipment:

	Hrs. @	=	$0.00
		=	$0.00
	Hrs. @	=	$0.00
	Hrs @	=	$0.00

Total Equipment: $0.00

Labor:

City employee(s):

Hrs. @	=	**$0.00**	Hrs. @	=	**$0.00**
Hrs. @	=	**$0.00**	Hrs. @	=	**$0.00**
Hrs. @	=	**$0.00**	Hrs. @	=	**$0.00**
Hrs. @	=	**$0.00**	Hrs. @	=	**$0.00**

Total Labor: $250.00

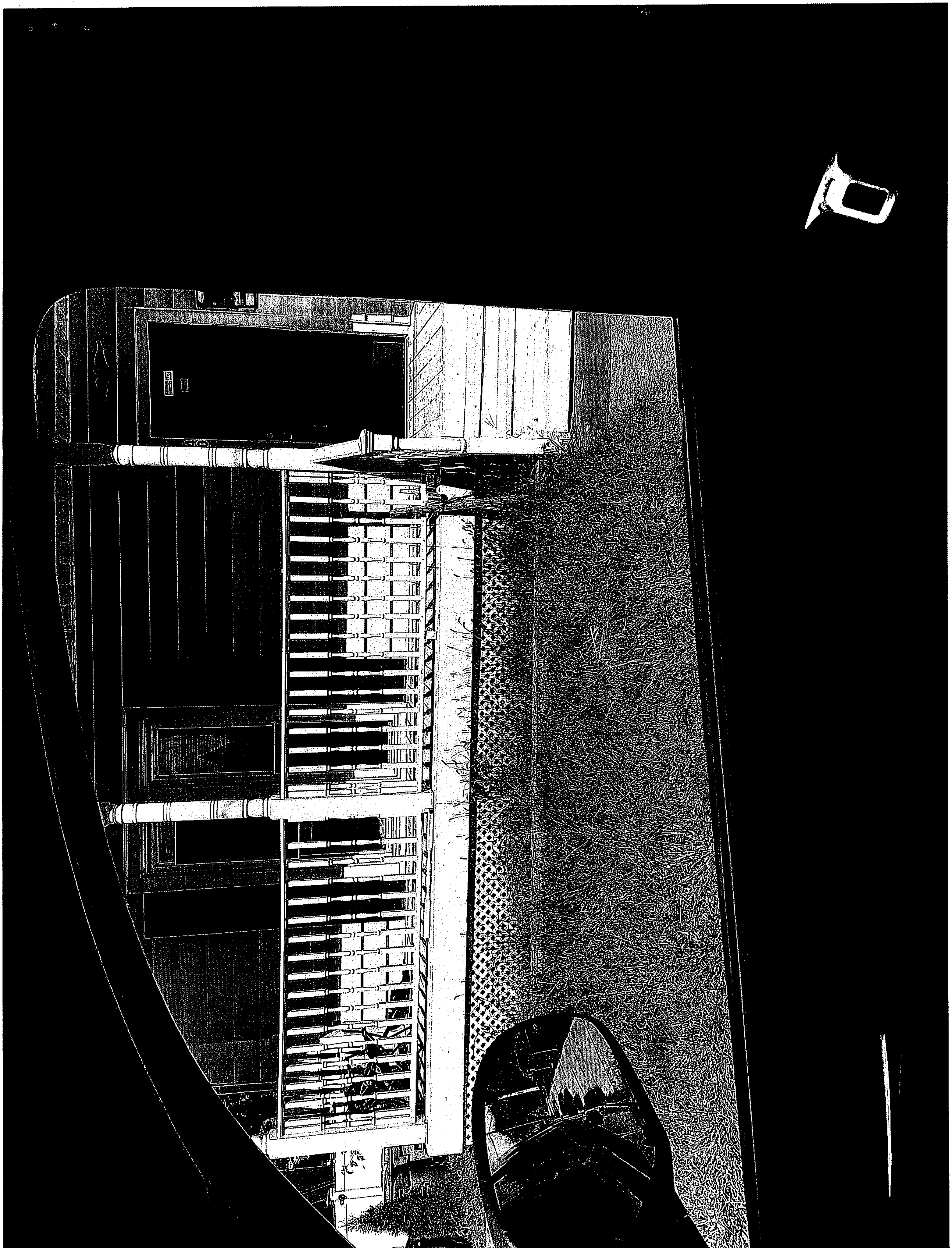
Plus 43 % for supervision and insurance (on labor only): __________

TOTAL CHARGES $250.00

Description: Lawn mowing ε after 5 day notice

Bill to: Mark Crane
PO BOX 152
Bloomingburg , NY 12721

C:\Users\bsmith\AppData\Local\Temp\a155ada6-cf30-4d63-a8eb-e51c971354a9



CITY OF MIDDLETOWN

Memo

To: BOARD OF ESTIMATE

From: Marsha Vitulli

Date: May 17, 2024

Re: 30 Broad Street, Middletown, New York 10940

Lawn Maintenance

Owner is requesting that her charge of $250.00 for Lawn Maintenance be waived.

CITY OF MIDDLETOWN
16 JAMES STREET
MIDDLETOWN, NY 10940
PHONE # (845) 346-4150 FAX # (845) 343-1101

Invoice Number:	**2024/20/0000039**
Invoice Date:	05/07/2024
Invoice Due Date:	**06/06/2024**
Page:	1 of 1

Invoice

tomer Code: P26-10-4

Bill To:

ESKEW, JEAN
30 BROAD STREET
MIDDLETOWN, NY 10940

Mail Remittance To:

CITY OF MIDDLETOWN
Attn: FINANCE DEPT.
ATTN: MISC BILLING
16 JAMES ST
MIDDLETOWN, NY 10940
(845) 346-4150

cription: LAWN CUT BY CITY EMPLOYEE ON MAY 7, 2024. CITY ORDINANCE 188-1

Number:

Property Location: 30 BROAD ST
District / Parcel ID: 330900 / 26-10-4

ervice	Quantity	Unit	Unit Price	Amount
\WN MAINTENANCE	1.0000		250.000000	250.00
			Total Amount Due:	250.00

845
283-3629

Michelle

Please Make Check Payable To: CITY OF MIDDLETOWN

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

THE FOLLOWING WAS PRESENTED

By: None
Seconded by: None
Date of Adoption: May 20, 2024
Index No:

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

Richard P. McCormack
Clerk to the Common Council

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

I hereby approve the attached Resolution/Local Law.

Joseph M. DeStefano, Mayor Date

Authorization to Enter into An Agreement with WSP USA for Middletown Traffic Operations Stage 1 and Stage 2

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 WSP USA $1,422,000 for continued Construction Support Services and Construction Inspection Services for PIN 8757.07 Middletown Traffic Operations, Stage I & II through April 1, 2025.

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 to sign the agreement.

Prepared by:

Attachments:

1.	Middletown Traffic Operations Funding Memo
2.	PIN 8757.07 and 8760.98 - CSS & CI 2024 SupplementalAgreement

MEMO

TO: Jacob Tawil

FROM: Katherine T. Craig, PE, PTOE

SUBJECT: PIN 8757.07 & 8760.98 Supplemental Agreement

DATE: April 26, 2024

In the attached supplemental agreement WSP USA, Inc requests $1,422,000 for continued Construction Support Services and Construction Inspection Services for PIN 8757.07 Middletown Traffic Operations, Stage I & II through April 1, 2025.

The City of Middletown has acquired $640,000 in CSS & CI funding for FFY 2025 through the Orange County Transportation Council's Transportation Improvement Program (OCTC TIP).

WSP, on behalf of the City of Middletown, submitted another Project Sponsor Request Form for additional CSS and CI funding for the Middletown Traffic Operations Project, PIN 8757.07 & 8760.98 on April 26, 2024. The form requested an additional $338,000 off the OCTC TIP, which will require the City of Middletown to provide a 20% local match ($67,600).

The City of Middletown would be responsible for the remaining $376,400. WSP, in support of the City of Middletown, will continue to apply for Grants and additional monies on the OCTC TIP as they become available to help cover the $376,400.

Please feel free to contact me if you require any additional information or documentation.

Sincerely,

Katherine Craig, PE, PTOE
Project Manager

cc: Scott Geiger, PE – WSP USA, Inc

WSP USA
500 Summit Lake Drive
Suite 450
Valhalla, NY 10595

Tel.: +1-914-747-1120
wsp.com

Architectural/ Engineering
Consultant Contract

NYSDOT **PIN 8757.07 & 8760.98** Municipal Contract No. ______________________

Contract made this **26** day of **April 2024** by and between

The City of Middletown

having its principal office at 16 James Street, Middletown, NY 10940 (the "**Sponsor"**)

and

WSP USA with its office at 500 Summit Lake Drive, Valhalla, NY (the **"Consultant"*)***

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this Contract as **PIN 8757.07 & PIN 8760.98 Middletown Traffic Operations Stage 1 and Stage 2** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS**, Mr. Jacob S. Tawil**, Commissioner of Public Works – The City of Middletown, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This Contract consists of the following:

Agreement Form - this document titled "Architectural/Engineering Consultant Contract";

Attachment "A" - Project Description and Funding;

Attachment "B" – Scope of Service;

Attachment "C" - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.3 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Cost Plus Fixed Fee paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Cost Plus Fixed Fee of **$ 1,354,164.88 for CSS and CI Tasks.**	The CONSULTANT shall be paid in Monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the Sponsor's representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	Actual costs incurred in the performance of this Contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of **One** times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed **$67,585.25**	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

I. Records of Direct Non-Salary Costs;

II. Copies of any subcontracts relating to said contract;

III. Location where records may be examined; and

IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant’s performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Contract, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars ($1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Contract shall be void and of no effect unless the CONSULTANT shall secure Workman□s Compensation Insurance for the benefit of, and keep insured during the life of this Contract, such employees as are necessary to be insured in compliance with the provisions of the Workman□s Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this Contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this Contract in the sum of at least $1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this Contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the “Records”). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.

B. for cause - if the termination is brought about as a result of the Sponsor’s determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT Contract.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the

CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All Agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such Contracts shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.

B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.

C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.

D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or

b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of $5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of $20,000 except printing contracts in excess of $10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

30.1 ***Executory Contract***. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # ______________

Sponsor	Consultant
By:______________________	By:______________________
Title: ______________________	Title: Senior Vice President
Date: ______________________	Date: April 24, 2024

ACKNOWLEDGMENT OF THE CITY OF MIDDLETOWN

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

On this __________day of ________________, 20 _____ before me, the subscriber, personally came ___________________________ to me known, who, being by me duly sworn, did depose and say; that he/she resides in ___________, New York; that he/she is the _____________ of the ________________, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

____

Notary Public, _______________ County, N.Y.

ACKNOWLEDGMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

On this **26** day of **April**, **2024** before me personally came **Scott Geiger** to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

KAREN A. TOMAPAT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TO6349724
Qualified in Orange County
Commission Expires October 24, 2024

____

Notary Public, Orange County, N.Y.

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN:8757.07 & 8760.98 *Term of Contract Ends: April 1, 2025*

☐	Main Contract	☐	Amendment to Contract [Supp Agreement #2]	X	Supplement to Contract

Phase of Project Consultant to work on:

☐	P.E./Design	☐	ROW Incidentals	☐	ROW Acquisition	X	Construction, C/I, & C/S

Dates or term of Consultant Performance:
Start Date: September 2017
Finish Date: April 2025

PROJECT DESCRIPTION:

PIN 8757.07 & PIN 8760.98 Middletown Traffic Operations Stage 1 and Stage 2

Project Location:

Various Intersections – City of Middletown, Orange County

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS CONTRACT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS CONTRACT:
Stage 1 and Stage 2 - $1,422,000.00

Attachment B

Task List

Section 8 - Construction Support Services

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze, and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. The includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve shop drawings for construction.

Section 9 - Construction Inspection

9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Consultant, as part of the contract.

The Consultant will furnish all other office, field and field laboratory supplies, and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The Consultant must provide, to the satisfaction of the City, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The Consultant must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Engineer

The City will assign a Project Engineer to the contract covered by this agreement. This Project Engineer will be the City's official representative on the contract and the Consultant must report to and be directly responsible to said Project Engineer.

9.04 Ethics

Prior to the start of work, the Consultant will submit to the City a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The Consultant must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The Consultant must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.07 Scope of Services / Performance Requirements

The Consultant will enforce the specifications and identify in a timely manner to the City local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

The work to be performed in this project is described in the following sub-tasks:

9.071 General and Pre-Construction Activities

Pre-construction Work – The Consultant shall review and become thoroughly familiar with all aspects of the work to be performed by the Contractor.

The Consultant shall prepare a table showing all procedures for routing of correspondence and submittals and shall identify all appropriate parties and channels.

The Consultant shall review thoroughly the project Construction Management Plan (CMP) and sign his/her name at the designated location.

Project File – The Consultant shall establish and maintain a project file at the work site. The file shall provide for a records control system that records and files all correspondence and related documents from construction commencement through final closeout. All records shall be kept in accordance with the Manual of Uniform Record Keeping (MURK).

The adoption of an automated records keeping software based on MURK procedures and documents is required, such as APPIA, Field Manager or equivalent application. The purchase and maintenance cost of this software application to document project administration activities is reimbursable.

9.072 Contractor Monitoring and Coordination

Contractor's Plant, Personnel and Performance – The Consultant shall assess the adequacy of the contractor's personnel and procedures, including safety, certifications, equipment, materials, means and methods, in the performance of the work.

Easements, Permits, and Variances – The Consultant shall verify that the contractor has identified and is in compliance with all easements, permits and variances as may be required.

Contractor's Compliance with Contractual Reporting Requirements – The Consultant shall monitor and ensure the contractor's compliance with contractual reporting requirements for bonds, insurance, certified payroll, DBE goals, safety, quality control and other programs as specified in the Construction Management Plan.

Submittals – The Consultant shall have the overall responsibility for coordination and expedition of all submittals and ensuring timely submittal turnarounds.

For related design submittals, including shop drawings, product data and material samples, the Designer shall have the primary responsibility for approval. In such cases, the Designer will solicit comments from the City and the Consultant before processing the submittals.

For field related submittals, such as safety, erection plans, and temporary construction, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the City and the Designer before processing the submittals.

Deliverables – The Consultant shall receive, log, review, distribute, coordinate and monitor all contractor deliverables to verify that they are received in accordance with the schedule, and are in conformance with construction contract requirements, and take corrective actions as necessary where such deliverables are missing or deficient.

Field Inspection and Testing – The Consultant shall ensure that the work is performed according to the construction contract documents, and that all specified quality control functions are instituted and carried out.

In this regard, the Consultant shall implement a Quality Assurance Plan to ensure that the contractor's work is performed and completed in conformance with the construction contract documents.

The Consultant shall implement Quality Assurance on behalf of the City and will establish material testing and acceptance process. The material testing procedures must be tailored based on NYSDOT CIM. The Consultant shall hire an independent testing company to approve/certify construction materials as per the Construction Management Plan (CMP). The Consultant must inform the Contractor of the proper notification process for in-plant testing performed by NYSDOT-Region 8 Materials.

When necessary, the Consultant shall provide the services of a survey party to monitor the layout of any replacement structures, verify elevations and confirm the accuracy of the contractor's survey control.

Materials Monitoring – The Consultant shall identify a time frame for all of the long lead items, track the contractor's delivery of materials and equipment and inspect the materials using inspections guidelines to identify non-conforming materials. The Consultant shall document any material deficiencies along with their resolution.

Safety – The contractor has the primary responsibility for the safety of his/her employees. The contractor shall be required to prepare a written Safety Program and submit it to the City for review. Specific requirements of the contractor’s Safety Program are detailed in the project specifications.

The Consultant shall monitor the contractor's work practices for compliance with the approved Safety Program. Non-compliance and unsafe work practices shall be discussed during construction progress meetings and documented in the meeting minutes. In addition, safety issues and their resolution shall be reported on in the Consultant’s Monthly Report.

9.073 Meetings, Schedules, and General Administration

Meetings – The Consultant shall attend all meetings required to manage the project including: the pre-construction meeting, monthly progress meetings, construction schedule meetings, and coordination meetings with environmental agencies and other organizations or municipalities affected by the project as may be required. In addition, the Consultant shall chair progress meetings, construction schedules, and coordination meetings.

The Consultant shall schedule, establish an agenda, notify the appropriate attendees, and issue detailed minutes for all project meetings chaired by the Consultant. Copies of the minutes shall be distributed to all attendees as well as others determined by the Consultant. Minutes shall be distributed so that all parties receive them within seven calendar days of the meeting. The Consultant shall include a detailed list of action items resulting from each meeting, listing the date the item was established, the responsible party and the target date for resolution. The Consultant shall follow-up with the responsible party until the action item is completed.

Minutes of meetings shall not be used as a vehicle to direct the contractor to do certain work, rather, separate letters shall be issued to the contractor with specific directions and all appropriate parties shall receive a copy of such letters.

The Consultant shall keep the City, through its designated representatives, apprised of the contractor’s anticipated work schedule approximately every two (2) weeks. The City will notify the area residents, businesses, and emergency services of any sidewalk, travel lane, or shoulder closures, and any other Project-related events that may affect them.

Construction Schedule – The Consultant shall review and monitor the contractor's construction schedule to ensure that the schedule reflects all work necessary to complete the project, meets City operational requirements, and is in accordance with the technical requirements of the contract drawings and specifications.

Contractor's Payments – The Consultant shall review the contractor's payment requests for accuracy and recommend for acceptance by the City. The invoices shall be processed in sufficient time to enable the City to make payment in accordance with prompt payment provisions in the contract.

Clarification of Contract Documents (RFI) – The Consultant shall have the overall responsibility for coordination and expedition of the replies to the contractor's requests for information regarding the information depicted in the contract drawings and specifications. The Consultant shall expedite and schedule all replies with the design engineer to ensure the project is not delayed.

For design related questions, the Designer will have the primary responsibility for responding. In such cases, the Designer will solicit comments from the City and the Consultant before preparing a response.

For field related questions, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the City and the Designer before preparing a response to the contractor.

Change Orders / Orders on Contract – Change orders will be processed in accordance with the current NYSDOT Order on Contract forms. The Consultant shall evaluate any change request for validity, scope, schedule and cost implications and will recommend approval to the City's Project Engineer. The City will review and approve the change order. Where it is determined that the Designer shall perform a revision to the design, the Consultant shall coordinate the Designer's work and assist the City to incorporate the change into the construction contract documents in a timely manner.

Inspection Daily Reports – At the end of each day following commencement of contract work, each inspector shall prepare and enter into the file an Inspector's Daily Report in accordance with MURK. The report will record and summarize, within the shift and area of oversight, the contractor's activities. In addition, the Consultant shall add any pertinent information and approve the inspector reports.

Public Relations – The Consultant shall address any public issues that may arise at the construction site on an immediate basis. This project will require close coordination with the City, local residences, local businesses, as well as the general public. In addition, the Consultant shall coordinate with various utility owners for scheduled work and resolve any disputes that arise during construction. The Consultant will be required to foster a good working relationship between the contractor, the City, utility owners as well as the public. This may require attendance and participation at public information meetings.

Monitoring of Disadvantaged Business Enterprise (DBE) Goal – The Consultant shall monitor Contractor's compliance with the goals. The Consultant shall perform monthly reviews of the approved DBE utilization reports and data entered into the New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Contractor and all subcontractors and suppliers will utilize this reporting software. The Consultant shall collect and review the data to ensure that the DBE firms are, in fact, performing their work. A DBE status report shall be submitted to the City on a monthly basis. Should any deviation from the originally approved DBE Utilization reports take place, the Consultant will require the prime contractor to submit revised data listed in the forms: AAPHC-89-1, DBE Utilization Worksheet Amendment and AAP-19, DBE Schedule of Utilization.

EEO Compliance – The Consultant shall review the Employee Utilization Reports submitted by the contractor and subcontractors for subcontract of more than $10,000. A composite report on form AAP-33d shall be submitted by the Contractor. The Consultant shall take responsibility to ensure EEO goals are met and ensure corrective actions are taken if goals are not met and shall keep the City informed.

Wage Rate Compliance – The Consultant shall perform wage rate interviews and ensure compliance by the contractor. The Consultant shall compare the weekly certified copies of payroll to satisfy that the contractor/subcontractor is paying prevailing wages.

Monthly Report – The Consultant shall prepare and deliver to the City a detailed Monthly Report. The Monthly Report shall be submitted electronically by the tenth of each month covering the work of the previous month.

The Monthly Report shall specifically address the progress, problems, resolutions, compliance, deviations and status of each sub-task as individually delineated in this Work Statement. At a minimum, the Monthly Report shall provide information on the following aspects of the work:

1) Executive Summary

2) Project Cost – The Consultant is responsible for monitoring and reporting of the overall project cost. The Monthly Report shall provide a cost summary report and the following information for the Construction contract and the Consultant's contract:
   - Original Budget
   - Current Budget
   - Expenditure to Date
   - Change Orders/Orders on Contract
   - Estimate at Completion

3) Project Schedule and Progress:
   - Narrative
   - Schedule to Complete
   - Summary of Contractor's Activities
   - Schedule of Activities for the Coming Month
   - Summary of Force Account Activities
   - Physical Progress Curve Graph and Table
   - Work in Progress Report

4) Construction Contract Status:
   - Narrative

Public Relations/Issues
Accident Frequency Graph
Safety Statistical Summary

5) Quality Control
Narrative
Non-Conformance

Monthly Progress Photographs – The Consultant shall furnish once a month during the period of construction contract copies of 5 quality digital photographs in JPEG format per work site showing the progress made during the previous monthly period. The photographs shall be clearly marked and each picture shall identify and describe the view and location. All photographs shall be clear and sharp in detail, and free of light streaks or other blemishes.

The photographs shall be furnished as follows:

1) Electronically as a PDF' file.
2) 2 USB drives containing all the progress photographs taken during the entire project.

9.074 Post Construction, Close-out, and Acceptance

Contract Closeout – The Consultant shall conduct initial, pre-final and final inspections, and shall develop two punch lists for the contractor at the completion of each phase. The punch lists shall consist of a compilation of items, actions, activities, retrofits, rework, defects, incomplete or omitted work, and unacceptable work that must be completed in order to comply with the requirements of the construction contract documents. The two formal punch lists are the physical, which denotes work in place, and the deliverable, for items such as as-built drawings, warranties and material certificates that must be turned over to the City, and collectively constitute the remaining work. The Consultant shall monitor, schedule and expedite performance of all work described in the punch lists.

The Consultant shall verify that all contractual obligations have been provided by the contractor in accordance with the construction contract prior to recommending final payment.

As-Built Drawings – The Consultant shall ensure that during the course of the work the contractor is maintaining an accurate set of "as-built" drawings and that these documents are turned over to the City as the conclusion of the project. The Consultant will maintain a set throughout the job for use in verifying that the contractor has brought the drawings into conformance with the as-built condition. The contractor will certify said drawings as "as-built" and the Consultant will accept them as "as-built" by performing a review for accuracy and completeness prior to submission to the City.

Construction Records – The Consultant shall inventory and coordinate the final documentation and turn over to the City all project records and documents, in archive condition, with a detailed index.

Section 10 – Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 9 Estimate construction services for this supplemental agreement will begin on April 1, 2024 and will be completed by April 1, 2025.

Field staff will share duties for PIN 8757.07 and PIN 8760.98, as these projects are being combined to fund a single project, under one contract, with a single contractor.

10.02 Technical Assumptions

Section 9 Assume the construction and closeout period will be staffed over a 12-month period. If the duration exceeds 12 months and the inspection budget is exhausted, continued inspection services will be provided and billed at an hourly rate.

A full-time Resident, Office, Office Engineer and a Senior Inspector will be required for the duration of the project. Two part-time Inspectors will be required over the project duration excluding close-out (40 hrs/wk on average). See Staffing Worksheet for full explanation of hours for each title.

Notwithstanding any provision of the Contract, in the event that the Contract budget is expended for any reason (other than a default by WSP) including but not limited to construction work continuing beyond the time period set forth in the Technical Assumptions, or if funds have not been appropriated or are not otherwise legally available to the City to fund the ongoing operations of WSP, WSP shall upon written notice to the City discontinue providing services until such time as a supplemental agreement for the ongoing/additional services is entered into and sufficient funds are appropriated or otherwise made available to the City to fund the ongoing/additional services or supplemental agreement. The City shall notify WSP prior to the budget being expended or if there are not sufficient funds available to the City to fund the ongoing operations of WSP.

Attachment C

Staffing Rates, Hours, Reimbursables and Fee

Exhibit A, Page 1
WSP Salary Schedule

	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES PRESENT	MAX	OVERTIME
JOB TITLE	GRADE	1/24	1/24	CATEGORY
Principal-in-Charge	IX (A)	$135.00	$135.00	A
Project Manager	VII (A)	$86.25	$115.00	B
Senior Supervising Engineer	VII (A)	$84.15	$115.00	B
Supervising Engineer	VII (A)	$86.25	$93.29	B
Lead Engineer	V (A)	$64.89	$83.55	B
Engineer II	III (A)	$50.60	$56.25	B
Engineer I	I/II (A)	$32.35	$47.06	B
Senior CADD Operator	N/A	$52.19	$63.21	C
Resident Engineer	VII (N)	$84.15	$115.00	C
Senior Inspector	III (N)	$50.40	$58.35	C
Senior Inspector	IV (N)	$58.36	$65.86	C
Office Engineer	VII (N)	$67.60	$115.00	C

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
Actual Rates to be billed

Exhibit A, Page 2

Staffing Worksheet

Section	Task	Principal in Charge	Project Manager	Sr Supervising Engineer	Supervising Engineer	Lead Engineer	Engineer II	Engineer I	Senior CADD Operator	Resident Engineer	Senior Inspector	Office Engineer	Hours per task
	Straight Time												
SECTION 8	8.01 Construction Support												**32**
Support	Coordination	8	24										**32**
	Meetings and General Admin	8	24										**104**
	New Design/Redesign	8	24	16	16	32	40	40	40				
	RFI/Submittals/Shop Drawings	8	24	8	8	8	4	4	40				**32**
	Post-Construction, Close-out, and Acceptance	8	24										**0**
													416
	Subtotal, Section 8 (Straight Time)	40	120	24	24	40	44	44	80	0	0	0	**0**
													0
													0
													0
													0
	Subtotal, Section 8 (Premium Time)	0	0	0	0	0	0	0	0	0	0	0	**0**
	Total hours	40	120	24	24	40	44	44	80	0	0	0	**416**

Total Hours	**416**										
Average Hourly Rates	$135.00	$86.25	$84.15	$86.25	$64.89	$50.60	$32.35	$52.19	$84.15	$50.40	$67.60
Technical Labor	$5,400.00	$10,350.00	$2,019.60	$2,070.00	$2,595.60	$2,226.40	$1,423.40	$4,175.20	$0.00	$0.00	$0.00
Total Technical Labor	**$30,260**										

Assumptions:

Exhibit A, Page 3
Staffing Worksheet

Section	Task	Principal in Charge	Project Manager	Sr Supervising Engineer	Supervising Engineer	Lead Engineer	Engineer II	Engineer I	Senior CADD Operator	Resident Engineer	Senior Inspector	Office Engineer	Hours per task
	Straight Time												
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities												**0**
	9.072 Contractor Monitoring and Coordination									1600	4000	1600	**7200**
	9.073 Meetings, Schedules, and General Admin									320		320	**640**
	9.074 Post-Construction, Close-out, and Acceptance									400		400	**800**
	Subtotal, Section 9 (Straight Time)	0	0	0	0	0	0	0	0	2320	4000	2320	**8640**
	Premium Time (See Exhibit A, Page 1 for Overtime compensation)												
	9.071 General and Pre-Construction Activities												
	9.072 Contractor Monitoring and Coordination									40	160		
	9.073 Meetings, Schedules, and General Admin												
	9.074 Post-Construction, Close-out, and Acceptance												
	Subtotal, Section 9 (Premium Time)	0	0	0	0	0	0	0	0	40	160	0	
	Total hours	0	0	0	0	0	0	0	0	2360	4160	2320	**8840**
	Total Hours	**8840**											
	Average Hourly Rates	$135.00	$86.25	$84.15	$86.25	$64.89	$50.60	$32.35	$52.19	$84.15	$50.40	$67.60	
	Technical Labor	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$198,594.00	$209,664.00	$156,832.00	
	Total Technical Labor	**$565,090**											

Assumptions:

1. Construction duration is estimated to be twelver (12) consecutive months. If construction duration exceeds that time, additional funds to maintain proposed staffing levels will be required.
2. Rates listed are the average rates as computed in the salary schedule. Actual rates will be billed.
3. Project will be staffed with: (1) full-time Resident Engineer, (3) full-time Inspectors for 12 month construction duration
   Staff hours will be limited during start up and close out. Full-time staffing of a field office will begin on Contractor's NTP date and end after 24 months.
4. Any additional staff will be with prior approval by the City.
5. Premium time will be as per Exhibit A, Page 1 - Salary Schedule. In addition, a 10% premium shall apply to all night work. All time is budgeted as straight time.

Exhibit B, Page 1B
Direct Non-Salary Expense

1. Travel

Daily Inspection	6000	miles @	$0.66	=	$3,930.00
Add'l Misc					

TOTAL TRAVEL: $3,930.00

2. Independent Testing (As Required)

Concrete and Asphalt $50,000.00

TOTAL TESTING: $50,000.00

3. Record Keeping and Payment Accounting Software (APPIA)

Cost per license per year:	$ 2,100.00
No. of years:	1
No. of licenses:	6

Sales Tax $1,055.25

TOTAL LICENSING FEES: $13,655.25

TOTAL DIRECT NON-SALARY COST **$67,585.25**

Exhibit C
Summary

Item 1A, Direct Technical Salaries (Section 8) CSS		$30,260.20
Item 1A, Direct Technical Salaries (Section 9) CI		$565,090.00
Item II, Direct Non-Salary Cost - WSP Expenses		$67,585.25
Item III, Overhead WSP - Office	140%	$42,364.28
Item III, Overhead WSP - Field	105%	$593,344.50
Item IV, Fixed Fee (10%) WSP		$123,105.90

WSP	$1,354,164.88
Expenses	$67,585.25
Total Estimated Cost	$1,421,750.13
Maximum Amount Payable	**$1,422,000**