

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
JANUARY 16, 2025 - 4:00 PM
COMMON COUNCIL CHAMBERS

1. ROLL CALL
2. APPROVAL OF MINUTES
 - 2.1. Accept the Minutes of 01/02/2025
3. NEW BUSINESS
 - 3.1. Authorization to approve a transfer within the Water Department to cover shortage in 2024

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$5,490.74, in the following manner,

FROM	TO	AMOUNT
F.8340.484	F.8340.450	5,490.74
Water	Materials and Supplies	
Meters		

To cover shortage of material and supplies within the Water Department

- 3.2. Authorization to approve transfers within the 2024 Water Department budget to cover shortages

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$2,163, in the following manner,

FROM	TO	AMOUNT
F.8330.415	F.8330.400	\$2,163
Light and	Contractual	
Heat	Services	

To cover shortages in 2024 in the Water Department.

- 3.3. Authorization to approve transfer to cover the cost of boiler repairs in the Recreation Department.

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$35,000.00, in the following manner,

FROM	TO	AMOUNT
A.9000.A60 Health	A.8060.470 Repairs to	\$35,000

Building

3.4. Authorization to approve the proposal from IWS for hauling and disposal of City MSW, garbage in 2025

The City is able to use the Contract Award by Orange County, where IWS extends the same fees and charges per the County award. The new 2025 Contract has an increase per ton of MSW from \$87.54 to \$89.92. This is an increase of approximately \$30,000 in 2025 budget for this line.

3.5. Authorization to Transfer within the Water Department 2024 Budget

FROM	TO	AMOUNT
F.8320.100	F.8340.100	\$14,000.00
Pumping Station Personal	Distribution Systems	
Services	Personal Services	

FROM	TO	AMOUNT
F.8320.100	F.8320.417	\$7,000.00
Pumping Station Personal Services	Gas & Oil	

Respectfully requesting a transfer of funds as to cover the end of the year payroll shortage due to the employee's compensatory time pay out for the year 2024. Also requesting a transfer to cover the shortage in the Water Departments gas and oil line due to fuel that was needed to perform the pumping of the Indigot Reservoir. The requested funds are to be transferred into the 2024 lines.

3.6. Authorization to accept 2025 OCYB Grant Funding for Youth Leadership, Junior Police Academy, and Youth Community Outreach programs

The City of Middletown Police Department has been approved for \$30,000 in funding from the Orange County Youth Bureau for 2025.

The purpose of these grants is to serve the youth of Middletown. Specifically, the Junior Police Academy, Youth Outreach, and the Youth Leadership Academy.

The Police Department requests that the newly established budget lines (number to be determined from Finance) be funded as follows:

Youth Leadership Academy \$10,000
Junior Police Academy \$10,000
Youth Community Outreach \$10,000

3.7. Authorization to accept 2025 DCJS/Skoufis Grant funding for National Night Out Against Crime Event

The City of Middletown Police Department has been awarded \$10,000 sponsored by Senator Skoufis' office. The funding will be used for operating expenses for our National Night Out Against Crime event.

Requesting to have a resolution prepared allowing us to accept this funding, and be added to a newly established DCJS/Skoufis expense grant line.

3.8. Authorization to accept 2025 SNUG grant award to participate in the Anti-Violence Initiative

The City of Middletown Police Department has been awarded \$150,000 for the period of 6/1/2025-5/31/2026 to participate in the Anti-Violence initiative.

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

3.9. Authorizes a 2% Pay Increase for the Executive Administrator of Civil Service

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an a 2% increase for the Executive Administrator of Civil Service effective January 1, 2025.

3.10. Authorizes an Agreement with H2O for Management Services at the Water Treatment Plants

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with H2O for Management Services at the Water Treatment and Waste Water Treatment Plants at the following rates:

We are currently providing the

following services to the City:

Service	Monthly Fee
Water Treatment Plant Chief Operator	\$24,062.50
Wastewater Chief Operator	\$21,525.00
Additional Full Time 3A Operator	\$10,393.75

The monthly rates for 2025 will be as follows:

Service	Current Fee	Net Change	New Monthly Fee
Water Treatment Plant Chief Operator	\$24,062.50	3.0%	24,784.30
Wastewater Chief Operator	\$21,525.00	3.0%	\$22,170.75
Additional Full Time 3A Operator	\$10,393.75	3.0%	\$10,705.50

At the sole discretion of the City, on a temporary full-time basis until the City can provide such services, H2O Innovation will provide the following:

Service	Hourly Fee
Water Treatment Plant Operator	\$75.00
Wastewater Operator	\$75.00

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

BE IT FURTHER RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$20,151.60, in the following manner, to cover the increase in contract price for 2025.

FROM	TO	AMOUNT
Water Fund	WTP-F.8330.400	\$8,661.60
Sewer Fund	STP-G.8130.400	\$11,490.00

4. WATER/SEWER/LAWN MAINTENANCE ADJUSTMENT

4.1. Water Adjustment - 162-164 Monhagen Ave

4.2. Lien Expense - 46 West Conkling Avenue

5. ADJOURNMENT



**CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT MINUTES
JANUARY 2, 2025**

Roll Call

Present: Mayor DeStefano, Council President Rodrigues

Absent: Alderman Masi

Approval of Minutes

Accept the Minutes of 12/12/24

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

New Business

Bid Opening for Sludge

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

Motion to forward bids to Commissioner Tawil for review and recommendation to the Common Council

Authorization to accept additional funding for Goldenarea Senior Transportation 2024-2025

The Senior Citizen Department, Mulberry House Senior Center respectfully requests the Board of Estimate to approve a resolution to accept additional funding of \$19,600.34 from Orange County Office for the Aging for 2024 Goldenarea Transportation within Senior Department Operating Budget 2024 Fiscal budget and review and accept amendments to accept funding and Mayor to sign it. Additionally, requesting to authorize the Treasurer to add the funding to the Other Govt Aid GA.4089.

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

Authorization to approve 2025 Contracts and Request for Funding in Relation to the Orange County Youth Bureau

Whereas, the Orange County Youth Bureau has approved our RFP application for funding for the 2025 fiscal year. And

Whereas, the funding will come from NYSOCFS, Solutions, and Youth Sports and Education Program. The goal of the funding is to provide youth with opportunities and support to improve the lives of young people in specific "Life Areas." And

Whereas the Middletown and Recreation Department will receive the following allotment of grant money for programming:

Middletown Recreation Young Warrior Boxing Program \$12,510

Middletown Recreation Toddler Programming \$5,000

Middletown Recreation Youth Fitness \$20,605

Middletown Recreation Playground/Summer Feeding Program \$10,000

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 any and all necessary 2025 contracts and Requests For Funding in relation to the Orange County Youth Bureau on behalf of the City of Middletown.

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

Authorization to approve part time employee change of rate for 2025 Winter Programs

Authorization to change the following part time employee's rate of pay for the 2025 Winter Programs only:

Recreation Leader for the Winter Break Camp \$18/hr.

Recreation Leader for the Ice-Skating Rink \$18/hr.

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

Authorization to Transfer within the the 2024 Recreation Department to cover the cost of a UV system

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$133,000.00, in the following manner,

FROM

TO

AMOUNT

<i>A.7110.100</i>	<i>A.7180.440</i>	<i>\$40,000.00</i>
<i>Parks - Personal Services</i>	<i>Pools - Repairs to Equipment</i>	
<i>A.7140.100</i>	<i>A.7180.440</i>	<i>\$40,000.00</i>
<i>Playgrounds - Personal Services</i>	<i>Pools - Repairs to Equipment</i>	
<i>A.7180.100</i>	<i>A.7180.440</i>	<i>\$32,000.00</i>
<i>Pools - Personal Services</i>	<i>Pools - Repairs to Equipment</i>	
<i>A.7180.441</i>	<i>A.7180.440</i>	<i>\$7,600.00</i>
<i>Pools - Repairs to Pools</i>	<i>Pools - Repairs to Equipment</i>	
<i>A.7180.450</i>	<i>A.7180.440</i>	<i>\$7,800.00</i>
<i>Pools - Material & Supplies</i>	<i>Pools - Repairs to Equipment</i>	
<i>A.7200.100</i>	<i>A.7180.440</i>	<i>\$5,600.00</i>
<i>Camps - Personal Services</i>	<i>Pools - Repairs to Equipment</i>	

Total: \$133,000.00

The splash pad at War Memorial needs a NEW UV system to filter the water. We were written up by the OCDH and had to close a few times because the current UV system is displaying a hazard light that is not repairable or replaceable. Total estimated cost is \$54,969.51 to install a new UV system.

The filtration system on the splash pad and big pool at War Memorial pool needs maintenance and repairs. This service is needed every 5-6 years and we have never done it. It is preventative and there are parts that need to be replaced due to rust and parts being outdated. Total estimated cost is \$78,315.90

Also requesting these 2024 funds be encumbered into the 2025 budget.

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

Authorization to Accept Donation from Sharon and Charles Shoemaker for Clinic Scholarship.

BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a \$50.00 donation from Sharon and Charles Shoemaker. Sharon requested this money be used towards a clinic scholarship.

Please accept this donation and authorize the treasure to deposit it into account A.2705.00 Gifts and Donation.

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

Authorization to transfer within the 2024 Parks and Recreation Department Budget. BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$9,500.00, in the following manner to cover overdrawn accounts.

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
<i>A.7200.100</i>	<i>A.7020.100</i>	<i>\$5,000</i>
<i>Camp - Personal Services</i>	<i>General Rec. - Personal Services</i>	<i>program coordinator increase</i>
<i>A.7200.100</i>	<i>A.7020.103</i>	<i>\$2,000</i>
<i>Camp - Personal Services</i>	<i>General Rec. - Overtime</i>	<i>OT from Ice Rink</i>
<i>A.7200.100</i>	<i>A.7110.103</i>	<i>\$2,500</i>
<i>Camp - Personal Services</i>	<i>Parks - Overtime</i>	<i>Parks employees for OT from Ice Rink</i>

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

Authorization to approve the PERMA Third Party Administration Service Contract for 2025

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

Authorization to recommend a Memorandum of Agreement for Contingent Permanent to Secretary to Commissioner of Civil Services

Resolution to authorize the Mayor to recommend a memorandum of agreement to the Common Council to promote Pamela Welch as contingent permanent to Secretary to the Commissioner of Civil Services upon retirement of the current Secretary to the Commission of Civil Service Joseph G Masi, April 19th 2025, and this is also contingent upon official appointment from the Civil Service Commission Board.

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

Authorization to transfer funds to cover unanticipated litigation expenses in 2024 *Corp Counsel is requesting to authorize the Treasurer to transfer funds to cover unanticipated litigation expenses for 2024*

<i>FROM</i>	<i>AMOUNT</i>	<i>TO</i>
<i>A.9000.870</i>	<i>\$55,000</i>	<i>A.1420.489</i>
<i>Unused Sick leave</i>		<i>Litigation Expenses</i>

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

Water/Sewer/Lawn Maintenance Adjustment

Adjournment

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

AYES: Mayor DeStefano, Council President Rodrigues

NAYS: None

ABSTAIN: None

Adjourn @ 4:18 pm

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: January 8, 2025
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

We respectfully request a transfer within our 2024 budget lines to cover shortage on Material and Supplies at the Water Dept.

	FROM	AMOUNT	TO
1.	F.8340.484 Water Meters	\$5,490.74	F.8340.450 Material &Supplies

Thank you.

MC

Quote #

CITY OF MIDDLETOWN
16 JAMES ST
MIDDLETOWN, NY 10940

Job Location

PARKS & REC MAIN OFFICE BLDG
393 CTY ROUTE 78
MIDDLETOWN, NY 10940

Customer ID	Good Thru	Payment Terms
MDTN CITY - 1075	1/22/25	Net 5 Days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Item Qty	Description	Price Each	Amount
	HEAT BOILER REMEDY: THE EXISTING HEATING BOILER IS PRESENTLY LEAKING FROM DETERIORATION. WE PROCEEDED TO INSTALL STOP-LEAK TO BUY SOME TIME, AND IT APPEARS TO BE EFFECTIVE, BUT IT IS A TEMPORARY SEAL. PROPOSE THE FOLLOWING: - THERE IS ANOTHER BOILER IN THE SAME ROOM CURRENTLY BEING USED FOR DOMESTIC HOT WATER. - WE CAN PROCEED TO CONVERT THIS BOILER TO CONNECT TO THE EXISTING HEATING SYSTEM. - UPON FINAL CONNECTION AND START-UP, THE LEAKING BOILER WILL BE DISCONNECTED AND TURNED OFF. - ALL WATER LINES AND GAS LINES TO BE DISCONNECTED. ALSO PROPOSED: - THERE IS A HUGE HOT WATER STORAGE TANK. BEING THAT IT IS OVERSIZED FOR THE AMOUNT OF HOT WATER BEING USED IN THAT BUILDING, IT IS NOT COST EFFECTIVE TO RUN. THUS, WE WOULD LIKE TO INSTALL (1) POINT-OF-USE ON-DEMAND GAS WATER HEATER. - WITH A 25 GALLON STORAGE TANK TO PROVIDE DOMESTIC HOT WATER TO THE BUILDING. BY DOING THIS, WE WILL NOT HAVE TO CHANGE ANY OF THE EXISTING PLUMBING.		

Quote for:

CITY OF MIDDLETOWN
16 JAMES ST
MIDDLETOWN, NY 10940

Job Location:

PARKS & REC MAIN OFFICE BLDG
393 CTY ROUTE 78
MIDDLETOWN, NY 10940

Customer ID	Good Thru	Payment Terms
MDTN CITY - 1075	1/22/25	Net 5 Days

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Item Qty	Description	Price Each	Amount
	ABANDONED.		
	*** THIS PROPOSITION WILL ALLOW FOR THE HEATING SYSTEM TO KEEP OPERATING AS-IS. *** THE ABILITY TO USE THIS OTHER BOILER PROVIDES US WITH THE QUICKEST OPTION AND MOST COST EFFECTIVE. *** ANY FUTURE UPDATES TO THE SYSTEM CAN THEN BE PLANNED OUT PROPERLY, INSTEAD OF BEING RUSHED ON AN URGENT BASIS.		
1.00	TIME & MATERIAL BILLING: NOT TO EXCEED A ROUGH ESTIMATE OF: IMPORTANT NOTE: IF THIS LEAKING BOILER COMPLETELY FAILS... THERE WILL BE NO HEAT TO THE BUILDING. PRICE BREAKDOWN: ROUGH ESTIMATED LABOR - \$20,000.00 ROUGH ESTIMATED MATERIALS - \$15,000.00	35,000.00000	35,000.00



INTERSTATE

WASTE SERVICES

December 18, 2024

City of Middletown
Department of Public Works
Jacob Tawil, Commissioner of Public Works
16 James St
Middletown, NY 10940-5724

**Re: Municipal Solid Waste Hauling and Disposal Services Rate Per Ton
January 1, 2025 – December 31, 2025**

Mr. Tawil:

Orange County has awarded Interstate Waste Services RFB-OC129-24, Municipal Solid Waste Hauling and Disposal Services effective January 1, 2025 - December 31, 2025.

The bid price for the Initial Term is as follows: \$89.92 per ton

Effective, January 1, 2025, The City of Middletown Rate Per Ton will be adjusted as follows:

2024 Rate Per Ton: \$87.54

2025 Rate Per Ton: \$89.92

Sincerely,

Marisa Kellerhouse
Director of Key Accounts

Interstate Waste Services, Inc.

300 Frank W. Burr Boulevard, Suite 39, Teaneck, New Jersey 07666 • 1-866-DIAL-IWS • interstatewaste.com





Steven M. Neuhaus
County Executive

DEPARTMENT OF GENERAL SERVICES

Renee Arnold-O'Regan
Commissioner

255-275 Main St., P.O. Box 218
Goshen, New York 10924
TEL: (845) 291-2792 FAX: (845) 378-2365
www.orangecountygov.com

Marisa Kellerhouse
Interstate Waste Services, Inc.
300 Frank W. Burr Blvd, Suite 39
Teaneck, NJ 07666

December 16, 2024

NOTICE OF AWARD

Dear Ms. Kellerhouse,

This letter is to inform you that the County of Orange will award a contract to your firm as the result of RFB-OC129-24 Municipal Solid Waste Hauling and Disposal Services.

This notification does not constitute an order. The issuance of a Purchase Order or the execution of a contract between the vendor and the County of Orange shall initiate a transaction.

A representative from the Orange County Department of Public Works will be contacting you to start the contract process.

Attached is the bid summary for your records.

In the meantime, should you have any questions, please do not hesitate to call.

Regards,

Renee Arnold-O'Regan

Renee Arnold-O'Regan
Commissioner of General Services



County of Orange
Department of General Services
Goshen, New York 10924
www.orangecountygov.com
(845) 291-2792

Municipal Solid Waste Hauling and Disposal Services (RFB-OC129-24)

Letting of Thursday, December 5, 2024 @ 3:30 pm

Municipal Solid Waste	IWS		
	Bid Price INITIAL TERM	Bid Price RENEWAL TERM 1	Bid Price RENEWAL TERM 2
Haul and Disposal	\$89.92 per ton (fee to County)	\$94.42 per ton (fee to County)	\$99.14 per ton (fee to County)

Any award shall be subject to the issuance of a purchase order or the execution of a contract between the bidder and the County of Orange.

Denotes Award

Renee Arnold-O'Regan

Renee Arnold-O'Regan
Commissioner of General Services



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 255-275 Main St.
Goshen, New York 10924

Page 21

RFB TITLE: MUNICIPAL SOLID WASTE HAULING AND DISPOSAL SERVICES

RFB-OC129-24

P. EQUIPMENT SPECIFICATIONS

1. OCTS #1:
110 CY minimum, open top, self-unloading trailers with hydraulic connections for easy hookup and unhooking of trailers (tipper trailers required).
2. OCTS #3:
110 CY minimum, **hard** top, self-unloading trailers with hydraulic connections for easy hookup and unhooking of trailers (trailers must be able to hook up to the transfer station's MSW compactor).
3. Quantity (**All quantities will be dependent on volume, Disposal or Processing Facility location and haul distance**).

OCTS #1: A minimum number of empty trailers onsite at all times: Five (5).

OCTS #3: A minimum number of empty trailers onsite at all times: Three (3).

TERM

1. The County anticipates that the term of the contract will be for one (1) year, beginning on January 1, 2025. The County reserves the right to extend the MSW contract for up to two (2) additional one (1) year period(s) (each commencing on January 1), at the sole option of the County and under the terms and conditions of the original contract, unless alternate terms for renewals/extensions are specified in the contract.
2. The County reserves the right to shorten the anticipated initial term or any renewal of any contract to allow synchronization of the terms of some or all contracts in the interest of implementing a coordinated approach to local solid waste management planning.
3. Upon expiration of the original contract term or any renewal, if authorized by the County, the contract may be extended unilaterally by the County for an additional period of up to two (2) months upon notice to Vendor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of Vendor, the extension may be for a period of up to three (3) months in lieu of the up to two (2) month period.

PRICING & PREVAILING WAGE

1. **BID PRICING CONTINGENT ON MINIMUM WEIGHT OF LOADED TRAILER OR CONTAINER WILL BE DEEMED NON-RESPONSIVE.**
2. Pricing must be submitted on the provided Bid Form.
3. **We do not accept any conditional bids (i.e.: minimum quantities, minimum dollar amount orders).**
4. The prices submitted shall be exclusive of federal and state sales taxes (or other taxes inapplicable to government entities) and must not include any tax for which the Bidder may claim exemption because of doing business with the County.

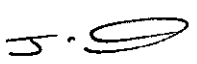
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: January 13, 2025

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

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

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

Re: Transfer of Funds- Personal Services and Gas and Oil for **2024** Year End

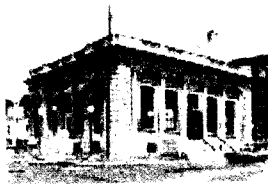
We are respectfully requesting a transfer of funds as described below to cover the end of the year payroll shortage for account F.8340.100 due to the employee's compensatory time pay out for the year 2024. Also, a transfer is being requested to cover the shortage in the Water Departments gas and oil line due to fuel that was needed for them to perform the pumping of the Indigot Reservoir. The requested funds are to be transferred into the 2024 lines.

FROM	AMOUNT	TO
F.8320.100 Pers. Svcs. – Pumping	\$14,000.00	F.8340.100 Pers. Svcs –Distribution
F.8320.100 Pers. Svcs. - Pumping	\$7,000.00	F.8320.417 Gas and Oil- Pumping

Thank you.

JT/kg

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

January 14, 2025

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

Dear Mayor DeStefano and members of the BOE,

The City of Middletown Police Department has been approved for \$30,000 in funding from the Orange County Youth Bureau for 2025.

The purpose of these grants is to serve the youth of Middletown. Specifically, the Junior Police Academy, Youth Outreach, and the Youth Leadership Academy.

We request that the newly established budget lines (number to be determined from Finance) be funded as follows:

Youth Leadership Academy \$10,000
Junior Police Academy \$10,000
Youth Community Outreach \$10,000

A copy of these awards are attached for your review.

If you have any questions, please contact me.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

December 6, 2024

Mayor Joseph DeStefano
City of Middletown Police Department
2 James Street
Middletown, NY 10940

Dear Mayor DeStefano,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved your application(s) for funding for **2025**.

<u>Program Name & Total Funding Amount:</u>	<u>Funding Amount & Type(s):</u>	<u>Projected Breakdown for STATE and/or County funds to be claimed in 2025:</u>
Youth Leadership Program	\$ 0 State*	\$ 0 State *For expenses from Jan 1 through Sept 30 only
Total Funding Amount: \$ 10,000	\$ 10,000 SOL	\$ 0 State *For expenses from Oct 1 through Dec 31 only NOTE: County "Solutions" funding can be claimed for expenses from Jan 1 through Dec 31.
Contingencies/Comments:		

*Effective January 1, 2023, the NYS Office of Children & Family Services changed its funding year for Youth Bureau funding. (Their year for Youth Bureau funding will run between 2 different calendar years from October through September.) To continue working with funded programs on a calendar year of January through December, the Orange County Youth Bureau worked hard to map out a process with as little disruption as possible to fiscal claiming and program reporting. To align with State requirements within the County's contract process and yearend deadlines, we will work closely with the programs that may be impacted. Please refer to the tentative breakdown for how funding will be distributed. This will be adjusted as need to work with the transition with the State. Please feel to contact our office with any questions. Programs receiving County "Solutions" funding can use those funds for expenses throughout the calendar year, from January through December.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau

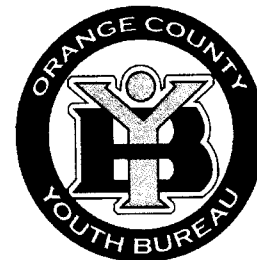
*Sgt. Welch
Solutions*



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years *Promoting Positive Youth Development!*



Rachel R. Wilson
Executive Director

A contract package with instructions will be forthcoming.

Before you receive your contract package, please be sure to follow up on the items below to assist us with processing your 2025 contract in a timely manner:

#1. Revisions to your 2025 Application(s): If the amount listed above is different from your RFP submission requested amount, you need to submit revised budget paperwork to reflect your final allocation amount(s) to Susan Ambrosino at sambrosino@orangecountygov.com.

Any programmatic revisions on programmatic forms can be submitted to your Youth Program Technician:

- ☐ Michael Bark at mbark@orangecountygov.com
- ☒ Linda Seppey at lseppey@orangecountygov.com.
- ☐ Melissa Yadanza at myadanza@orangecountygov.com

Please see attached documents to use for any needed revisions AND refer to Contingencies/Comments on page 1 of this letter regarding anything additional that may be required.

Note: ALL revisions are due by **THURSDAY, December 19, 2024.**

#2. Resolution: In order to shorten contract turnaround time, please try to submit this by **December 19th, 2024**. If this is not possible due to your municipal meeting schedule, please let us know.

#3. Required Insurance Forms: For the 2025 contract year, the County will require 3 separate updated insurance forms. ALL forms must list the name of your municipality as it appears on your federal identification form. You are asked to submit these insurance forms, **BY DECEMBER 19th, 2024**, even before you receive your contract, to help the process go quicker.

The 3 insurance forms you must submit to the Youth Bureau are as follows:

1. Certificate of Liability Insurance Form (will need to include Sexual Abuse and Molestation coverage):

- Under "Description of Operations," the County of Orange must be listed as Additional Insured.
- Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:

The County of Orange
c/o Orange County Youth Bureau
40 Matthews St, Suite 301-C
Goshen, N.Y. 10924

2. Certificate of Workers' Compensation Form: The County is requesting form C-105.2, U-26.3, CE-200, SI-12, or GSI-105.2. The "Certificate Holder" box must also include the same wording as requested above.

3. Workers' Compensation Certificate of Disability Benefits Insurance: The County is requesting form DB-120.1, CE-200, or DB-155. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Orange c/o Orange County Youth Bureau, (as above) must be shown.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years *Promoting Positive Youth Development!*



Rachel R. Wilson
Executive Director

Please notify your insurance agencies/brokers of this information. NO contracts will be processed by the County for year 2025 UNLESS all applicable revisions are submitted and the proper insurance is in place. The forms may be e-mailed to lvandunk@orangecountygov.com or mailed to the attention of Linda VanDunk.

Note: If the insurance expires at any time during the year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please contact Linda at 845-615-3620.

We request that you submit resumes/job applications for each position you have listed on your Budget, Personnel Time Payment, and Staff Qualifications pages by the end of January, 2025. If your program is a Summer program, or will not start until after January, please submit as soon as you have them.

We have worked very hard in our office to streamline the contract process and to shorten the turnaround time to securing your contract. We appreciate your attention to submit everything in a timely manner.

As per the Youth Bureau's Policies and Procedures Manual, please use the following tagline(s) depending on what type of funding you have been allocated on all of your marketing materials related to this program(s). Contact us if you would like to include the Youth Bureau logo.

- a. YDP, YSEF, or RHY funding: "Funded by the New York State Office of Children and Family Services through the Orange County Youth Bureau"
- b. Solutions funding: "Funded by Orange County Solutions funding through the Orange County Youth Bureau"
- c. YDP, YSEF, RHY, and Solutions funding: "Funded by the New York State Office of Children and Family Services and Orange County Solutions funding through the Orange County Youth Bureau"

As always, please do not hesitate to contact the Youth Bureau for any assistance.

Sincerely,

Rachel R. Wilson
Executive Director

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

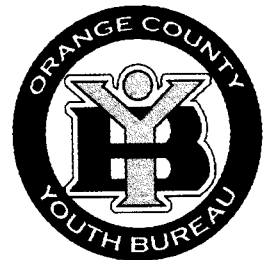
Website: www.OrangeCountyGov.com/YouthBureau



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

December 6, 2024

Mayor Joseph DeStefano
City of Middletown Police Department
2 James Street
Middletown, NY 10940

Dear Mayor DeStefano,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved your application(s) for funding for **2025**.

<u>Program Name & Total Funding Amount:</u>	<u>Funding Amount & Type(s):</u>	<u>Projected Breakdown for STATE and/or County funds to be claimed in 2025:</u>
Junior Police Academy Total Funding Amount: \$ 10,000	\$ 10,000 Youth Development Program * \$ 0 SOL	\$ 10,000 State YDP *For expenses from Jan 1 through Sept 30 only \$ 0 State *For expenses from Oct 1 through Dec 31 only NOTE: County "Solutions" funding can be claimed for expenses from Jan 1 through Dec 31.
Contingencies/Comments:		

*Effective January 1, 2023, the NYS Office of Children & Family Services changed its funding year for Youth Bureau funding. (Their year for Youth Bureau funding will run between 2 different calendar years from October through September.) To continue working with funded programs on a calendar year of January through December, the Orange County Youth Bureau worked hard to map out a process with as little disruption as possible to fiscal claiming and program reporting. To align with State requirements within the County's contract process and yearend deadlines, we will work closely with the programs that may be impacted. Please refer to the tentative breakdown for how funding will be distributed. This will be adjusted as need to work with the transition with the State. Please feel to contact our office with any questions. Programs receiving County "Solutions" funding can use those funds for expenses throughout the calendar year, from January through December.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau

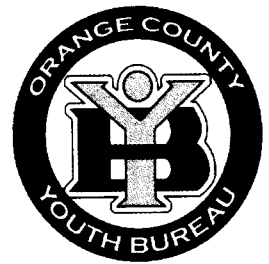
*Office
Galli*



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years *Promoting Positive Youth Development!*



Rachel R. Wilson
Executive Director

A contract package with instructions will be forthcoming.

Before you receive your contract package, please be sure to follow up on the items below to assist us with processing your 2025 contract in a timely manner:

#1. Revisions to your 2025 Application(s): If the amount listed above is different from your RFP submission requested amount, you need to submit revised budget paperwork to reflect your final allocation amount(s) to Susan Ambrosino at sambrosino@orangecountygov.com.

Any programmatic revisions on programmatic forms can be submitted to your Youth Program Technician:

- ☐ Michael Bark at mbark@orangecountygov.com
- ☒ Linda Seppey at lseppey@orangecountygov.com.
- ☐ Melissa Yadanza at myadanza@orangecountygov.com

Please see attached documents to use for any needed revisions AND refer to Contingencies/Comments on page 1 of this letter regarding anything additional that may be required.

Note: ALL revisions are due by **THURSDAY, December 19, 2024.**

#2. Resolution: In order to shorten contract turnaround time, please try to submit this by **December 19th, 2024**. If this is not possible due to your municipal meeting schedule, please let us know.

#3. Required Insurance Forms: For the 2025 contract year, the County will require 3 separate updated insurance forms. ALL forms must list the name of your municipality as it appears on your federal identification form. You are asked to submit these insurance forms, **BY DECEMBER 19th, 2024**, even before you receive your contract, to help the process go quicker.

The 3 insurance forms you must submit to the Youth Bureau are as follows:

1. Certificate of Liability Insurance Form (will need to include Sexual Abuse and Molestation coverage):

- Under "Description of Operations," the County of Orange must be listed as Additional Insured.
- Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:

The County of Orange
c/o Orange County Youth Bureau
40 Matthews St, Suite 301-C
Goshen, N.Y. 10924

2. Certificate of Workers' Compensation Form: The County is requesting form C-105.2, U-26.3, CE-200, SI-12, or GSI-105.2. The "Certificate Holder" box must also include the same wording as requested above.

3. Workers' Compensation Certificate of Disability Benefits Insurance: The County is requesting form DB-120.1, CE-200, or DB-155. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Orange c/o Orange County Youth Bureau, (as above) must be shown.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

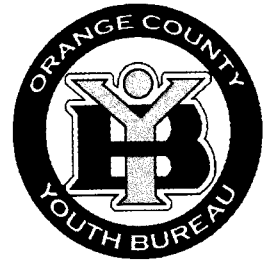
Website: www.OrangeCountyGov.com/YouthBureau



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years *Promoting Positive Youth Development!*



Rachel R. Wilson
Executive Director

Please notify your insurance agencies/brokers of this information. NO contracts will be processed by the County for year 2025 UNLESS all applicable revisions are submitted and the proper insurance is in place. The forms may be e-mailed to lvandunk@orangecountygov.com or mailed to the attention of Linda VanDunk.

Note: If the insurance expires at any time during the year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please contact Linda at 845-615-3620.

We request that you submit resumes/job applications for each position you have listed on your Budget, Personnel Time Payment, and Staff Qualifications pages by the end of January, 2025. If your program is a Summer program, or will not start until after January, please submit as soon as you have them.

We have worked very hard in our office to streamline the contract process and to shorten the turnaround time to securing your contract. We appreciate your attention to submit everything in a timely manner.

As per the Youth Bureau's Policies and Procedures Manual, please use the following tagline(s) depending on what type of funding you have been allocated on all of your marketing materials related to this program(s). Contact us if you would like to include the Youth Bureau logo.

- a. YDP, YSEF, or RHY funding: "Funded by the New York State Office of Children and Family Services through the Orange County Youth Bureau"
- b. Solutions funding: "Funded by Orange County Solutions funding through the Orange County Youth Bureau"
- c. YDP, YSEF, RHY, and Solutions funding: "Funded by the New York State Office of Children and Family Services and Orange County Solutions funding through the Orange County Youth Bureau"

As always, please do not hesitate to contact the Youth Bureau for any assistance.

Sincerely,

Rachel R. Wilson
Executive Director

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

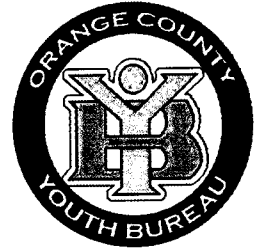
Website: www.OrangeCountyGov.com/YouthBureau



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

December 6, 2024

Mayor Joseph DeStefano
City of Middletown Police Department
2 James Street
Middletown, NY 10940

Dear Mayor DeStefano,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved your application(s) for funding for **2025**.

<u>Program Name & Total Funding Amount:</u>	<u>Funding Amount & Type(s):</u>	<u>Projected Breakdown for STATE and/or County funds to be claimed in 2025:</u>
Youth Community Outreach	\$ 0 State*	\$ 0 State *For expenses from Jan 1 through Sept 30 only
Total Funding Amount: \$ 10,000	\$ 10,000 SOL	\$ 0 State *For expenses from Oct 1 through Dec 31 only NOTE: County "Solutions" funding can be claimed for expenses from Jan 1 through Dec 31.
Contingencies/Comments:		

*Effective January 1, 2023, the NYS Office of Children & Family Services changed its funding year for Youth Bureau funding. (Their year for Youth Bureau funding will run between 2 different calendar years from October through September.) To continue working with funded programs on a calendar year of January through December, the Orange County Youth Bureau worked hard to map out a process with as little disruption as possible to fiscal claiming and program reporting. To align with State requirements within the County's contract process and yearend deadlines, we will work closely with the programs that may be impacted. Please refer to the tentative breakdown for how funding will be distributed. This will be adjusted as need to work with the transition with the State. Please feel to contact our office with any questions. Programs receiving County "Solutions" funding can use those funds for expenses throughout the calendar year, from January through December.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620

Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau

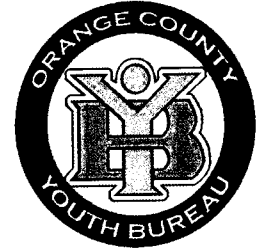
office Gali
Solutions



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

A contract package with instructions will be forthcoming.

Before you receive your contract package, please be sure to follow up on the items below to assist us with processing your 2025 contract in a timely manner:

#1. Revisions to your 2025 Application(s): If the amount listed above is different from your RFP submission requested amount, you need to submit revised budget paperwork to reflect your final allocation amount(s) to Susan Ambrosino at sambrosino@orangecountygov.com.

Any programmatic revisions on programmatic forms can be submitted to your Youth Program Technician:

- ☐ Michael Bark at mbark@orangecountygov.com
- ☒ Linda Seppey at lseppey@orangecountygov.com.
- ☐ Melissa Yadanza at myadanza@orangecountygov.com

Please see attached documents to use for any needed revisions AND refer to Contingencies/Comments on page 1 of this letter regarding anything additional that may be required.

Note: ALL revisions are due by **THURSDAY, December 19, 2024.**

#2. Resolution: In order to shorten contract turnaround time, please try to submit this by **December 19th, 2024**. If this is not possible due to your municipal meeting schedule, please let us know.

#3. Required Insurance Forms: For the 2025 contract year, the County will require 3 separate updated insurance forms. ALL forms must list the name of your municipality as it appears on your federal identification form. You are asked to submit these insurance forms, **BY DECEMBER 19th, 2024**, even before you receive your contract, to help the process go quicker.

The 3 insurance forms you must submit to the Youth Bureau are as follows:

1. Certificate of Liability Insurance Form (will need to include Sexual Abuse and Molestation coverage):

- Under "Description of Operations," the County of Orange must be listed as Additional Insured.
- Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:

The County of Orange
c/o Orange County Youth Bureau
40 Matthews St, Suite 301-C
Goshen, N.Y. 10924

2. Certificate of Workers' Compensation Form: The County is requesting form C-105.2, U-26.3, CE-200, SI-12, or GSI-105.2. The "Certificate Holder" box must also include the same wording as requested above.

3. Workers' Compensation Certificate of Disability Benefits Insurance: The County is requesting form DB-120.1, CE-200, or DB-155. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Orange c/o Orange County Youth Bureau, (as above) must be shown.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

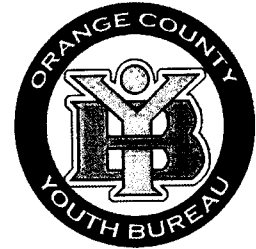
Website: www.OrangeCountyGov.com/YouthBureau



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 46 Years Promoting Positive Youth Development!



Rachel R. Wilson
Executive Director

Please notify your insurance agencies/brokers of this information. NO contracts will be processed by the County for year 2025 UNLESS all applicable revisions are submitted and the proper insurance is in place. The forms may be e-mailed to lvandunk@orangecountygov.com or mailed to the attention of Linda VanDunk.

Note: If the insurance expires at any time during the year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please contact Linda at 845-615-3620.

We request that you submit resumes/job applications for each position you have listed on your Budget, Personnel Time Payment, and Staff Qualifications pages by the end of January, 2025. If your program is a Summer program, or will not start until after January, please submit as soon as you have them.

We have worked very hard in our office to streamline the contract process and to shorten the turnaround time to securing your contract. We appreciate your attention to submit everything in a timely manner.

As per the Youth Bureau's Policies and Procedures Manual, please use the following tagline(s) depending on what type of funding you have been allocated on all of your marketing materials related to this program(s). Contact us if you would like to include the Youth Bureau logo.

- a. YDP, YSEF, or RHY funding: "Funded by the New York State Office of Children and Family Services through the Orange County Youth Bureau"
- b. Solutions funding: "Funded by Orange County Solutions funding through the Orange County Youth Bureau"
- c. YDP, YSEF, RHY, and Solutions funding: "Funded by the New York State Office of Children and Family Services and Orange County Solutions funding through the Orange County Youth Bureau"

As always, please do not hesitate to contact the Youth Bureau for any assistance.

Sincerely,

Rachel R. Wilson
Executive Director

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

December 31, 2024

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

Dear Mayor DeStefano and members of the BOE,

The City of Middletown Police Department has been awarded \$10,000 sponsored by Senator Skoufis' office. The funding will be used for operating expenses for our National Night Out Against Crime event.

I am requesting to have a resolution prepared allowing us to accept this funding, and be added to a newly established DCJS/Skoufis expense grant line.

If you have any questions, please contact me.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice/Purchase Order

Grantee/Contractor: Middletown, City of/ Middletown City Police Department	Date: 12/18/2024
Program Name: Public Safety Program	Award Amount¹: \$10,000
Contact Name and Title: Chief John Ewanciw	GMS Project ID: LG24-1619-D00
Email: jewanciw@middletownpolice.com	Purchase Order #: T104885
	DCJS #: LG23104885
Additional Information: Funds will be used to support the National Night Out hosted by the City of Middletown Police Department.	
Primary Contact Tammy Moffat Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-457-6056 Email: tammy.moffat@dcjs.ny.gov	

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

Attachment: Legislative Award Information

¹ Award is contingent upon the approval by the NYS Division of Budget.

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

January 14, 2025

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

RE: LG25-1010D00
DCJS # LG24104952
2025 SNUG Grant Award

Dear Mayor DeStefano and Members,

The City of Middletown Police Department has been awarded \$150,000 for the period of 6/1/2025-5/31/2026 to participate in the Anti-Violence initiative.

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

Upon approval to accept this funding, I am asking that this funding be added to a *new established* budget expense line named DCJS SNUG 2025.

Thank you.

Very truly yours,

John Ewanciw
Chief of Police

JE:ccd



January 7, 2025

**City of Middletown
16 James Street
Middletown, NY 10940**

RE: City of Middletown
Water Treatment Systems
Wastewater Treatment Systems

H₂O Innovation Operation and Maintenance, LLC is pleased to have provided management services to the City of Middletown (“**City**”) for over fourteen years and would like to thank the City for the opportunity to serve your community. We remain committed to our performance with the same expertise, dependability, and loyalty we have demonstrated over the years.

We are currently providing the following services to the City:

Service	Monthly Fee
Water Treatment Plant Chief Operator	\$24,062.50
Wastewater Chief Operator	\$21,525.00
Additional Full Time 3A Operator	\$10,393.75

The monthly rates for 2025 will be as follows:

Service	Current Fee	Net Change	New Monthly Fee
Water Treatment Plant Chief Operator	\$24,062.50	3.0%	24,784.30
Wastewater Chief Operator	\$21,525.00	3.0%	\$22,170.75
Additional Full Time 3A Operator	\$10,393.75	3.0%	\$10,705.50

At the sole discretion of the City, on a temporary full-time basis until the City can provide such services, H₂O Innovation will provide the following:

Service	Hourly Fee
Water Treatment Plant Operator	\$75.00
Wastewater Operator	\$75.00

4 Commerce Street A-2, Poughkeepsie, NY 12603
Phone: (845) 888-5755



Please sign this letter confirming your agreement and acceptance of the above new monthly fees as well as H₂O Innovation standard terms and conditions of operation attached hereto.

Respectfully,

Roy Rysinger

Roy R. Rysinger
Vice President, New York
RoyRysinger@h2oinnovation.com
845.754.1943

Approved this _____ day of _____ 2025,

Name :
Title :

Standard Terms and Conditions - H2O Innovation Operation & Maintenance, LLC
Provision of Operation and Maintenance Services

1. ACCEPTANCE AND COMPLETE AGREEMENT. All references to “**H2O Innovation**” shall mean H2O Innovation Operation & Maintenance, LLC. All references to “**Client**” shall mean the customer named in a purchase order, quotation or proposal. Client shall either sign H2O Innovation’s Agreement (as defined herein), or alternatively, issue a non-conflicting purchase order containing all necessary information including, without limitation, price, payment terms and schedule, type, quantity or description of the products and/or services to be provided by H2O Innovation (the “**Work**”), as well as delivery terms, schedule and instructions. All references to the “**Agreement**” shall mean any purchase order, quotation, proposal or agreement agreed upon by both parties, whether issued by H2O Innovation or by Client.

2. TERMS AND CONDITIONS. The parties agree that these terms and conditions (“**Terms and Conditions**”) are the exclusive and complete terms accompanying the Agreement and no other terms will be deemed relevant to explain or supplement these Terms and Conditions whether oral, written, based on usage of trade, or course of dealing or performance. In case of contradiction between the terms and conditions stated in the Agreement and these Terms and Conditions, the terms and conditions stated in the Agreement shall prevail.

3. PRICE AND PAYMENT. Client shall pay H2O Innovation for the Work, in accordance with the fees, prices and payment terms detailed in the Agreement to which these Terms and Conditions apply. Payment terms are net thirty (30) days from the date of invoice. Any tax, fee, duty, tariff or other charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between H2O Innovation and Client, shall be paid by Client in addition to the prices quoted or invoiced. If H2O Innovation were required to pay any such tax, fee, duty, tariff or other charge, Client shall forthwith reimburse H2O Innovation. Prices are also subject to escalation to reflect price variations of parts, components, raw materials or transportation attributable to or resulting from (i) new tariffs, laws or regulations; (ii) inflation; or (iii) Force Majeure Events.

Additional local support, other than what is already provided for in the Agreement, can be provided by H2O Innovation at additional cost to Client. Such additional local support includes, without limitation, additional travel costs and expenses as well as any related cancellation and/or rescheduling fees and penalties attributable to Client postponing or forestalling a scheduled visit. A change order or an additional purchase order will be required prior to scheduling such additional Work. Should Client have an outstanding balance due, H2O Innovation reserves the right to refuse performing the requested Work until such payments are received in full. Client assumes full responsibility for the readiness of the jobsite. Risk of loss shall pass to Client as per the applicable delivery terms provided for in these Terms and Conditions. Ownership of the Work shall remain in H2O Innovation’s name until the payment for the Work has been received in full by H2O Innovation.

4. DELIVERY. Any required products are priced and shipped pursuant to the delivery terms stated in the Agreement. Delivery date for the Work shall be clearly stated in the Agreement.

H2O Innovation shall not be liable for any delays in delivery which are caused by events beyond its control, including, but not limited to delays caused by Client’s inaccurate or incomplete data, changes to the Client’s order, delayed approval of the Work by Client, acts of Client or Client’s agent, or delays in transportation.

5. PERFORMANCE OF WORK. H2O Innovation will perform the Work in a professional manner, in accordance with good engineering, safety and industry practice and with that degree of care, skill and diligence normal in performing work of a similar nature.

6. CLIENT RESPONSIBILITIES. (1) Client shall, in a timely manner and at its own expense, provide to H2O Innovation, before of the commencement of the Work and on a continuing basis thereafter, all information necessary for H2O Innovation’s performance of the Work or required in order to ensure that the Work is provided in a proper and complete manner. Client recognizes that all this information provided to or made available to H2O Innovation pursuant to this Agreement is

an essential basis to the contract between the parties and therefore warrants and guarantees to H2O Innovation its quality, reliability and accuracy. Clients hereby grants H2O Innovation the irrevocable right to use, copy and modify this information and any data related to the Work and to disclose it to any third party who needs to know such information in order to perform the Work. (2) Client shall provide H2O Innovation with access to its premises, facilities or sites so as to permit H2O Innovation to perform the Work under this Agreement. (3) Client is responsible for any penalties or any fines that may be imposed by any governmental authority related to an infringement of or general non-compliance related to the specifications of an operating permit, a license or any other required authorization related to the water treatment system for which H2O Innovation is performing the Work unless the said penalty or fine imposed upon Client is attributable to H2O Innovation’s wilful misconduct or gross negligence.

7. COMPLIANCE WITH LAWS. To the best of H2O Innovation’s knowledge, the Work performed for Client complies with most laws, regulations and industrial practices; however, H2O Innovation does not accept responsibility for any state, city or other local law not specifically brought to its attention. H2O Innovation’s liability attributable to noncompliance related to the applicable laws and regulations shall be limited to the price paid by the Client under the Agreement.

The parties shall comply with all applicable laws and regulations including, without limitation, environmental and anti-bribery laws relating to bribery, extortion, kickbacks and any other illegal or unfair method of doing business, whether direct or indirect. Each party shall be obligated to reasonably cooperate with the other party in any claim or legal proceeding and to indemnify the other party for any act or omission in connection therewith.

8. DATA PROTECTION. Any and all personal data which is processed by the either party in connection with this Agreement shall be handled and protected pursuant to all applicable data protection laws and regulations which may be in force from time to time relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by any competent supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction. Each party shall, and shall procure that its employees, agents and sub-contractors shall: (i) comply with its obligations under any applicable data protection law, and shall not, by act or omission, put the other party in breach of, or jeopardize any registration under, any such data protection law; (ii) promptly and fully notify the other party in writing of any notices received by it relating to the processing of any personal data, including subject access requests, complaints and/or correspondence from any regulatory body and provide such information and assistance as the other party may reasonably require in relation to such notice (at no cost to the other party); (iii) promptly and fully notify the other party in writing if it suspects or becomes aware of any actual, threatened or potential breach of security of personal data; and (iv) obtain appropriate consent from all data subjects to whom it relates, to pass their personal data to the other party for the purposes for which the other party intends to use it.

9. MODERN SLAVERY. Both parties agree to put in place policies and procedures to minimize the risks of modern slavery or human trafficking in their respective supply chain, and to comply fully with any modern slavery, human trafficking or similar applicable laws.

10. WARRANTY. The Work is warranted for a period of sixty (60) days from the date that the Work is completed. In the event a notice of defect is given by Client, H2O Innovation shall perform the Work again to Client’s satisfaction. All Products provided by H2O Innovation will be new and of the best quality in every respect. Products will be in sufficient size and capacity and of proper material so as to fulfill in all respects such operating and maintenance conditions specified by the Client. The warranty period shall be twelve (12) months from the date of delivery to Client’s facility, only when such Products are or have been used in normal conditions of operation and in accordance with the operating instructions specified by H2O Innovation and/or the

manufacturer. This warranty does not cover disposable items, such as fuses, lamps, probes, sensors, filters, cartridges or other disposable items that must be replaced periodically under the normal and foreseeable operating conditions of the products, parts or components warranted hereby. CLIENT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

11. INDEMNITY. Each party shall indemnify, defend, and hold harmless the other from and against any and all demands, claims, losses, damages or causes of action of every kind and nature, arising out of or related to this Agreement, including but not limited to liabilities attributable to personal injury, death, loss of use, or property damage and resulting from such party actions or negligence or breach of any of its obligations under this Agreement.

12. INSURANCE. Prior to commencement of the Work and at all time during the term of the Agreement, H₂O Innovation shall obtain and maintain, at its own cost, sufficient insurance coverage for commercial general liability, automobile liability, workers compensation liability and employer's liability. Proof of insurance shall be provided to the Client upon demand.

13. HEALTH AND SAFETY. H₂O Innovation shall at all times conduct its operation under the Agreement in a manner to avoid the risk of endangerment to health and bodily harm to persons. H₂O Innovation shall comply with all applicable health and safety laws and regulations.

14. PROPERTY DAMAGES. H₂O Innovation shall protect the property or the site where the Work is executed from damage which may arise as a result of its operations. H₂O Innovation shall, at all times, conduct operations under the Agreement in a manner to avoid risk of loss, theft, or damage by vandalism, sabotage, or by any other means, to any equipment, material, work or property.

15. TERM. Unless otherwise determined in the Agreement, the term of the Agreement shall commence as of the effective date stated therein and shall continue thereafter for a period of one (1) year. At the end of the initial term and of any subsequent term, this Agreement shall be automatically renewed for additional periods of one (1) year, unless either party delivers notice in writing, to the other party, of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

16. TERMINATION FOR DEFAULT. The agreement may be terminated by H₂O Innovation, without notice, upon the occurrence of an event of default, each of the following constitutes an event of default for the purposes of the Agreement:

- i. Client is adjudged bankrupt, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors,
- ii. Client persistently fails to pay for the Work and/or Products as required and as per the payment terms of the Agreement, or
- iii. Client otherwise fails to perform or comply with any material term, condition or covenant of the Agreement, being understood and agreed that in case of termination for default, H₂O Innovation shall be entitled to receive compensation in an amount equal to one hundred percent (100%) of Work already completed and/or Products already delivered upon the date of termination including the attributable portion of reasonable overhead and profit as well as all costs and expenses incurred by H₂O Innovation as a result of the Termination.

17. TERMINATION. Unless otherwise agreed in the Agreement, following the initial term of 1 year, either party may terminate the Agreement at any time, by giving the other party sixty (60) days' written notice of termination, being understood and agreed that in such case of termination, H₂O Innovation shall receive payment for the Work already completed and/or Products already delivered upon the date of termination including the attributable portion of reasonable overhead and profit. All outstanding invoices shall be paid the effective termination date.

18. NON-SOLICITATION OF PERSONNEL

During the period beginning on the date the Work begins and ending on the first anniversary of the expiration or termination of the

Agreement, neither party shall, nor assist any other person to, directly or indirectly, (i) solicit, recruit or hire any employee of the other party ("Employee"), and (ii) solicit or encourage any Employee to leave the employment of the other party; provided, however, that the provisions of this section shall not prevent either party from making a general solicitation for employment that are not specifically targeted at the other party Employees.

19. FORCE MAJEURE. Subject to Section 3 of these Standard Terms and Conditions, neither party shall be responsible for delays resulting from events or circumstances beyond the control of such party. Such events may include, without limitation, acts of God, riots, acts of war, epidemics or pandemics, governmental acts, orders or regulations, border restrictions, fires, communication line failures, power failures and earthquakes. ("Force Majeure Events"). Inability to pay moneys or financial hardship shall not, however, constitute Force Majeure Events.

20. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS. Each party agrees and commits to maintain all confidential information to which it has access in the scope of Work as confidential, to not disclose it to others and to use it solely for the intended purpose of the Agreement. These obligations of confidentiality shall continue for the term of the Agreement and shall survive indefinitely thereafter. All documents, including drawings, specifications, reports and other data, prepared or furnished by either party are instruments of service in connection with the Work and as such are the exclusive property of such party and shall be used exclusively in connection with the Work. H₂O Innovation is entitled to make copies of the documents for information and reference purposes, only in connection with the Work.

21. ASSIGNMENT. Neither party may assign the Agreement, without prior written consent of the other party. However, H₂O Innovation may assign the Agreement to any of its affiliates or any other entity, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common or shared control, with H₂O Innovation.

22. LIMITATION OF LIABILITY. The total liability of either party for all claims arising out of or relating to this Agreement shall not exceed the annual contract value of the Agreement. Notwithstanding any other provision herein, neither party shall be liable for any special, indirect, consequential, incidental or punitive damages, including without limitation, loss of profit, loss of use or loss of revenues.

23. CHANGE ORDER AND AMENDMENT. The parties acknowledge and agree that the Work is subject to change. The estimate of costs and time for completion of the Work may be modified subject to changes and is contingent upon factors beyond the control of H₂O Innovation. No supplement, modification, or change of the Agreement shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

24. GOVERNING LAWS. The Agreement shall be governed by and construed in accordance with the laws of the State where the project is located. The parties hereby consent to such jurisdiction and waive all others.



December 21st, 2024

VIA EMAIL

**Jacob Tawil
Commissioner of Public Works
City of Middletown
16 James Street
Middletown, NY 10940**

Subject: Temporary Wastewater Treatment System Operator Coverage

Commissioner Tawil,

On a temporary basis, and until the City is able to secure an internal hire for the Water Treatment Facility, H₂O Innovation can offer a NYSDEC Grade 2A (or higher) hourly staff member. This position shall be as needed and can be discontinued at the City's discretion. There will be no additional charges for overtime or emergency callouts, and staff provided shall work with current City and H₂O staff as directed.

Compensation shall be the following:

NYSDEC Grade 2A or higher wastewater treatment plant operator: **\$75.00 per hour.**

We look forward to a continued relationship with the City, proudly focusing on public health and the environment.

Please let us know if you'd like to proceed.

Sincerely,

A handwritten signature in black ink that reads 'Roy Rysinger'.

Roy Rysinger
Vice President
H2O Innovation
Roy.Rysinger@h2oinnovation.com
845.754.1943



December 21st, 2024

VIA EMAIL

**Jacob Tawil
Commissioner of Public Works
City of Middletown
16 James Street
Middletown, NY 10940**

Subject: Temporary Water Treatment System Operator Coverage

Commissioner Tawil,

On a full-time, temporary basis, and until the City is able to secure an internal hire for the Water Treatment Facility, H₂O Innovation can offer a NYSDOH Grade IIA (or higher) hourly staff member. This position shall be as needed and can be discontinued at the City's discretion. There will be no additional charges for overtime or emergency callouts, and staff provided shall work with current City and H₂O staff as directed.

Compensation shall be the following:

NYSDOH Grade IIA or higher water treatment plant operator: **\$75.00 per hour.**

We look forward to a continued relationship with the City, proudly focusing on public health and the environment.

Please let us know if you'd like to proceed.

Sincerely,

A handwritten signature in black ink that reads 'Roy Rysinger'.

Roy Rysinger
Vice President
H2O Innovation
Roy.Rysinger@h2oinnovation.com
845.754.1943

memo

CITY OF MIDDLETOWN

To: BOARD OF ESTIMATE

From: MARTA MOSER, SR UTILITY CASHIER

Date: 1/6/2025

Re: 162-164 MONHAGEN AVE/SINGLE FAMILY/OWNER OCCUPIED/NOT ON
PORTAL

The owner usually receives a water/sewer bill where usage averages 4,000-5000 gallons and the 5/24 bill usage increased to 18,000 gallons. Apparently, there was a leak in March. The owner claims she is not aware of any leak and is being overcharged.

Not on customer portal

No receipts

12/26/24

Dear Mrs Lenora,

Base on our conversation
while we spoke in the office about
the over charge on my water bill.

since after the over charge,
my bill is still continue to stay at
the lower rate.

Please take my case into
consideration.

Thanks for your cooperation

Marie Sylvia Lonsene

10/21/24

To whom this may concern,
I, Haie Yelva Lonswe, residing
at 162 Monhagen Ave, received a
bill for \$365.66.

I was told by the office that I
had a leak in my home. I am
not aware of any leak in my
house. It is not fair for me
that I should pay more than
\$200.00 for something that never
happened.

I would like to know why the
next month bill was liked the
usual amount since I didn't
fix anything.

Please take ^{that} into consideration
by reducing the extra money on my
incoming water bills. Thanks Haie Yelva Lonswe

Usage Report

Customer Name: CONSERVE MARIE YELVA D

Address: 162 MONHAGEN AVE -164 MIDDLETOWN, NY 10940

Account: 5146001000

Device ID: 82177551

Meter ID 2: 001

Radio ID: 86278388

Date Range: 2023-12-01 to 2025-01-03

Date Range Detail Level - DAILY

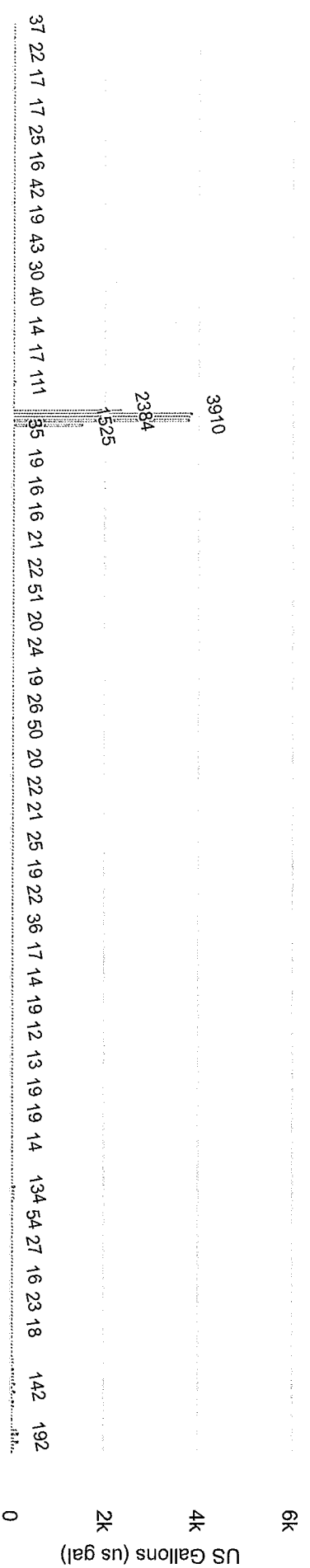
12/01/2023 to 01/03/2025

27569 US Gallons (us gal)

min: 3 max: 3910 avg: 68.922

Consumption Graph

Partial alarms - alarms are only available for the most recent 13 months.



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

US Gallons (us gal) Continuous Flow

Acct: 51-4600100-0 CONSERVE MARIE YELVA 162 MONHAGEN AVE Status: 0
Meter No: 001 Arb #: 86278388 Serial #: 36179057

----- Consumption Information -----				
Read Date	Reading	Days	Code	Billed Consumption
12/01/2024	107653	122	A	3440
08/01/2024	104213	122	A	2778
04/01/2024	101435	122	A	18612
12/01/2023	82823	122	A	3721
08/01/2023	79102	122	A	4052
04/01/2023	75050	121	A	7135
12/01/2022	67915	122	A	7200
08/01/2022	60715	122	A	4100
04/01/2022	56615	121	A	5040
12/01/2021	51575	122	A	3333
08/01/2021	48242	122	A	47
04/01/2021	48195	121	A	41
12/01/2020	48154	122	A	77
08/01/2020	48077	122	A	2886
04/01/2020	45191	122	A	4629
12/01/2019	40562	122	A	4708
08/01/2019	35854	122	A	5266
04/01/2019	30588	122	A	6529
11/30/2018	24059	123	A	5282
07/30/2018	18777	118	A	7590
04/03/2018	11187	123	A	5881
12/01/2017	196760	134	A	9725
07/20/2017	192331	114	A	5892
03/28/2017	186439	127	A	4526
11/21/2016	181913	125	A	4113
07/19/2016	177800	131	A	5987
03/10/2016	171813	108	A	4938
11/23/2015	166875	133	A	6790
07/13/2015	160085	122	A	6671
03/13/2015	153414	120	A	6521
11/13/2014	146893	121	A	6351
07/15/2014	140542	120	A	6580
03/17/2014	133962	124	A	6855
11/13/2013	127107	121	A	8024
07/15/2013	119083	116	A	7108
03/21/2013	111975	126	A	9783
11/15/2012	102192	125	A	6646
07/13/2012	95546	104	A	17860
03/31/2012	77686	121	A	30945
11/07/2011	46741	123	A	11134
07/07/2011	35607	101	A	5600
03/28/2011	30007	133	A	11704
11/15/2010	18303	131	A	11437
07/07/2010	6866	117	A	2339
03/12/2010	4527	128	A	2992
11/04/2009	1535	43	A	1535
09/22/2009	1315520	82	A	7420
07/02/2009	1308100	104	A	15800
03/20/2009	1292300	127	A	58200

CITY OF MIDDLETOWN

Memo

To: BOARD OF ESTIMATE

From: Marsha Vitulli

Date: January 6, 2025

Re: 46 West Conkling Avenue
2024 Bulk Lien Expenses

Owner would like us to waive the 2024 Bulk Lien Expenses, this is not a late fee on his taxes as he has stated in the attached e-mail. The owner had outstanding 2023/2024 School Taxes and 2024 City/County Taxes, therefore he was on the list for the 2024 Bulk Lien Sale. The process for the Bulk Lien Sale starts on June 1, 2024 with monthly letters sent to the homeowner stating what is due. We then send a list to the Legal Department and Title Searches are ordered for each property in July, 2024. The Legal Department receives the Title Searches and then sends out Certified Letters to all individuals who have an interest in this property. The owner paid his 2023/2024 School Taxes and his 2024 City/County Taxes on August 9, 2024, well after the July, 2024 date, therefore the lien expenses was applied to the property. Unfortunately, we did not receive the total amount due for each property from the Legal Department until September 2024.

Suppress Zero Balance Due Dates: Yes

Bill Detail Form

Acct No: P33-7-13

Inst	Due Date	Purpose	Type	Trans. Date	Batch No.	Rec/Ref #	Amount	Trans No	Seq.
1	10/11/2024	TITLE FEE TAX SALE	CHG	09/11/2024	55		125.00	1599553	1
		POSTAGE 60 DAY NOT	CHG	09/11/2024	55		28.92	1599553	1
Bill Total							153.92		

Marsha Vitulli

From: Leonora Liz
Sent: Friday, January 3, 2025 4:46 PM
To: Marsha Vitulli
Subject: FW: Requesting Fee be waived

Hi Marsha,

Please prepare a BOE memo for the gentlemen below.

Kind Regards,

Leonora Liz

City Treasurer



CITY OF
Middletown
NEW YORK

(W) www.middletownny.gov | (A) 16 James Street, Middletown, NY 10940 | (P) 845-346-4153 | (F) 845-343-1101

"It is our choices that show what we truly are, far more than our abilities" -guess who

From: Jamie Cupolo <jamie.cupolo@sunyorange.edu>
Sent: Monday, December 23, 2024 11:05 AM
To: Leonora Liz <lliz@middletownny.gov>
Subject: Requesting Fee be waived

Hello City of Middletown,

I am requesting this late fee be waived from my account. I was recently informed that I owed a late fee on my property. I was in the office in August and paid all my taxes in full and was told I did not owe any more money, I even received a receipt paid in full.

I went into the office last week and was told I could submit a request by email for this late fee to be waived.

I had been busy with the Coast Guard establishing a new Flotilla in Newburgh, I am the Vice Commander and have been working very hard for this community to create such a thing. I serve my county and community in so many ways, I also designed and fundraised \$30K to create the well established community garden in the city of Middletown. I love this community and support many local organizations as I can.

I am humbly asking for a wavier of this fee this holiday time as a goodwill gesture as it is indeed a most challenging financial time for myself and at this time of year.

Please consider,

Sincere Thanks,

Jamie Cupolo



Jamie Cupolo, MA
Academic Advisor/Retention Specialist
Academic Advising Office
Orange County Community College
845-341-4074



Jamie Cupolo, MA
Academic Advisor/Retention Specialist
Academic Advising Office
Orange County Community College
845-341-4074



Jamie Cupolo, MA
Academic Advisor/Retention Specialist
Academic Advising Office
Orange County Community College
845-341-4074

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

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