CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
FEBRUARY 7, 2023

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES January 3, 2023
4. CORRESPONDENCE, COMMUNICATION AND REPORTS (COUNCIL CLERK)
5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
6. REMARKS OF THE MAYOR
7. REMARKS OF DEPARTMENT HEADS
8. PUBLIC HEARINGS AND GRIEVANCES Opportunity for Public Input: 4 Lot Subdivision at Orange Terrace
9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)
10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES
11. UNFINISHED BUSINESS (NOTHING THIS EVENING)
12. NEW BUSINESS (RESOLUTIONS)

- Resolution Reappointing Richard Croughan as Assistant Corporation Counsel
- Resolution reappointing Marc Woody to the Zoning Board of Appeals
- Resolution appointing Keith Hallock to the Zoning Board of Appeals
- Resolution appointing Jim Burtis as Chairman of the Zoning Board of Appeals
- Resolution accepting a funding award of $38,820 for the Recreation and Parks Department
- Resolution authorizing a $9,769.19 Budget Transfer to cover an overdrawn account
- Resolution authorizing an agreement with New York Security System for 2023
- Resolution authorizing a $19,845.11 budget Transfer for the Water Treatment Plant for Water Process Control Equipment and Rotary Screw Compressor
- Resolution authorizing Proposals from Trustmark and PNC Flex spending Benefit proposal (FSA) for the City's Self Sponsor Health Insurance Plan

13. LOCAL LAWS Introduction of Local Law #1 of 2023 A Local Law Transferring Authority Regarding The Fire Police To The Fire Department
14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)

COMMON COUNCIL MEETING
CITY OF MIDDLETOWN
January 3, 2023 Minutes
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

Miguel Rodrigues, President of Common Council
Ald. Gerald Kleiner
Ald. Paul Johnson
Ald. Kate Ramkissoon
Ald. Kevin Witt
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Joseph Masi
Ald. Sparrow Tobin

Digitally Recorded Proceeding, transcribed by:
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1. Pledge of Allegiance

(Pledge of Allegiance)

2. Roll Call

PRESIDENT RODRIGUES: Roll.

Roll Call: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues.

3. Approval of Minutes.

PRESIDENT RODRIGUES: Approval of minutes.

RICHARD MCCORMACK, CITY CLERK: We have the December 6th, 2022.

ALD. MASI: So moved.

PRESIDENT RODRIGUES: Masi, seconded by Alderman Witt. Any discussion? All in favor?

ALDERMANS: Aye.

4. Correspondence, Communications and Reports

PRESIDENT RODRIGUES: Correspondence.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening.

5. For the Good of the City

PRESIDENT RODRIGUES: For the Good of the City, anyone would like to address the Council please step forward. Don't rush. Sign in. All right.

6. Remarks of the Mayor

PRESIDENT RODRIGUES: Remarks -- remarks of the Mayor.

JOSEPH DESTEFANO, MAYOR: Nothing this evening.

PRESIDENT RODRIGUES: Nothing this evening. All right.

7. Remarks of Department Heads

PRESIDENT RODRIGUES: Economic Development.

MARIA BRUNI, ECONOMIC DEVELOPMENT: I just want to wish everybody a Happy New Year. I don't have anything this evening unless you have any questions.

ALD. MASI: God bless you.

PRESIDENT RODRIGUES: Happy New Year.

Police Chief.

JOHN EWANCIW, POLICE CHIEF: The same. I have nothing this evening unless you have something for me. Other than that, wish you a very Happy New Year.

PRESIDENT RODRIGUES: Thank you, Chief. Any questions?

ALD. MASI: Thank you.

FEMALE SPEAKER: So far it's working out for us.

PRESIDENT RODRIGUES: DPW Commissioner.

ALD. MASI: No way. No way. You're got start the year right, are you?

JACOB TAWIL, DPW COMMISSIONER: Good evening.

Good evening. We have several resolutions here. If I'll ask -- I'll answer any questions when -- whenever they come up if there's any need. Otherwise I wish you a Happy New Year all of you.

ALD. MASI: Oh, bless you.

PRESIDENT RODRIGUES: All right. City Clerk. Oh, Alderman Kleiner.

ALD. KLEINER: Yeah. Can I -- can I so we don't have to -- when we get to it. There -- there's a Resolution that's authorizing a $66,000 budget transfer, but it doesn't have any more information than that on the -- on what's listed here. So could we just for the public sake say what that is?

JACOB TAWIL, DPW COMMISSIONER: Public sake, I don't have my notes with me, I didn't -- but it's basically --

ALD. KLEINER: New hires.

JACOB TAWIL, DPW COMMISSIONER: I'm sorry?

ALD. KLEINER: It's for the new hires, but if -- I think.

JACOB TAWIL, DPW COMMISSIONER: Oh, yeah, yeah. Yeah. That's from, basically, we had the new hire part-time code environment officer for about $42,000 I believe the price -- the annual salary was. Full time. Full time,

I'm sorry.

ALD. KLEINER: Full time.

JACOB TAWIL, DPW COMMISSIONER: Yeah, full time $42,000. And we had some minor shortage in the payroll and that's why we're just shifting money around to cover it.

ALD. KLEINER: Okay.

JACOB TAWIL, DPW COMMISSIONER: That's the reason, yeah.

ALD. KLEINER: Very good. Thank you.

PRESIDENT RODRIGUES: Anyone else? Thank you, Jacob.

City Clerk.

RICHARD MCCORMACK, CITY CLERK: Nothing this evening, but Happy New Year.

PRESIDENT RODRIGUES: Any questions for the City Clerk? All right.

8. Public Hearing and Grievances:

(None this evening).

9. Petitions and Complaints

(None this evening)

10. Remarks of the Alderman

PRESIDENT RODRIGUES: Alderman Tobin.

ALD. TOBIN: Nothing this evening.

PRESIDENT RODRIGUES: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Happy New Year, everyone.

PRESIDENT RODRIGUES: Alderman Johnson.

ALD. JOHNSON: What he said. Thank you.

PRESIDENT RODRIGUES: Alderwoman Ramkissoon.

ALD. RAMKISSOON: Nothing this evening.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALD. KLEINER: I -- I can't just say Happy New Year because we do have a warming station and it has needs. And I -- I do have to mention that.

I want to thank the people at the warming station because they deserve it. They -- Christmas weekend when it was going to be so bitterly cold and wind chills below zero and such, Marilyn Pierce made a call and on Friday and Saturday and Sunday and Monday they opened the warming station all day long, quickly got staff and volunteers together, so that people didn't -- wouldn't have no place to go. You know, it's tough finding a place to go on Christmas Day. So I -- I want to thank them for that.

And I want to also mention they still need volunteers. They still need people to bring meals. And that's Middletownwarmingstation.com. You go to Take Them a Meal and then the words you put in are warming station and meal. So if you can help with that or help with volunteers, that would be great.

Also, they are doing a Narcan training this coming Wednesday, the 11th at 7 p.m. So if you -- if you can possibly make it to that, you need to let them know ahead of time if you're interested in doing that. The -- the number to call would be 845-283-7150. So you can call that and say you would be interested in doing Narcan training.

And other than that, Happy New Year. I'm not happy we changed this to 6:30 because I had to call a lot of people and tell them if you want to come to the meeting or if you want to watch it it's at 6:30 and not 7:30. But here it is, here we are. You can watch it in replay. And so other than that Happy New Year.

PRESIDENT RODRIGUES: Alderman Green.

ALD. GREEN: Thank you. Happy New Year. And just a reminder that we won't be having our constituents meeting this month. We're gonna skip because usually it's pretty cold and -- and pretty icy. So we never know what we're going to get though because of the temperature today.

But Happy New Year and fell free to reach out to either Gerry or myself if you have any questions. Thank you.

PRESIDENT RODRIGUES: Alderman Witt.

ALD. WITT: Thank you. This makes for a fine

transition because we are having our Ward meeting on next Wednesday the 9th at 5:30 here, so we hope to see you. And if there are any changes we will let you know on the, on the website. Thank you.

PRESIDENT RODRIGUES: Alderman Masi.

ALD. MASI: Happy New Year to everyone. I look forward to working with all of you through the City's business. That's it.

11. Unfinished Business.

(None this evening)

12. New Business.

PRESIDENT RODRIGUES: Okay. New business.

RICHARD MCCORMACK, CITY CLERK: We have a Resolution sponsored by Alderman Masi establishing Common Council Standing Committees and Membership for 2023.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderman Green. Any discussion?

I do have the list. Please look over the -- your committees and try to get some of this stuff knocked out. Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution

sponsored by Alderman Masi adopting a Procurement Policy for 2023.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderman Tobin. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Johnson adopting an investment policy for 2023.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Jean-Francois. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Johnson adopting a fee schedule for 2023.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Tobin. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson,

Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Witt authorizing a contract with Orange County for the Senior Citizen Transportation Program.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Green. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Green authorizing a $13,400 budget transfer from within the 2022 Paramount budget.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Johnson. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Kleiner authorizing an agreement with CT Male Associates for work related to the City's dams.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner, seconded by Alderman Ramkissoon. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Ramkissoon awarding bids for upgrade to the three Shawangunk Dams and Kinch Dam.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Ramkissoon, seconded by Alderman Johnson. All in favor? I mean, any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Jean Francois declaring a vehicle as surplus.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Jean Francois, seconded by Alderman Green. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Tobin authorizing a $66,000 budget transfer.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Tobin, seconded by Alderman Kleiner. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Jean Francois authorizing budget transfers within the 2022 DPW budget.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Jean Francois, seconded by Alderman Johnson. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Masi authorizing a $15,000 budget transfer from within the 2022 corporation counsel budget.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderman Jean-Francois. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Witt authorizing a contract renewal of Cherry Road Technologies for IT support.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Kleiner. Any discussion? Roll.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Green authorizing a $3,136.78 budget transfer for the ARPA Consultant.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Johnson. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Kleiner authorizing a proposal from CT mail for engineering construction and testing services required during the Kinch Dam Construction Project.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner, seconded by Alderman Green. Any

discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Ramkissoon appointing Richard McCormack to the Planning Board.

PRESIDENT RODRIGUES: Resolution sponsored by Ramkissoon, seconded by Alderman Kleiner. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Johnson appointing Regina Del Pizzo to the Board of Ethics.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Jean-Francois. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Witt reappoint Wayne Hawkins to the

Board of Ethics.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Green. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Motion carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Masi appointing -- reappointing Shawn Sullivan to the Police Commission.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderman Tobin. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Tobin appointing Mary Ann Cavallaro to the Zoning Board of Appeals.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Tobin, seconded by Alderman Masi. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President

Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Jean-Francois reappointing members of the Industrial Development Agency.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Jean-Francois, seconded by Alderman Ramkissoon. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Kleiner reappointing Gef Chumard to the Architectural Review Board.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner, seconded by Alderman Green. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderwoman Ramkissoon reappointing Kathleen Rifkin to the Architectural Review Board.

PRESIDENT RODRIGUES: Resolution sponsored by Alderwoman Ramkissoon, seconded by Alderman Johnson. Any -

- any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Masi reappointing Maria Bruni to the Architectural Review Board.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Masi, seconded by Alderwoman Ramkissoon. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution sponsored by Alderman Green reappointing Nicole Hewson to the Planning Board.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Jean-Francois. Any discussion? Alderman Kleiner.

ALD. KLEINER: I -- I just -- since this is the last appointment before the last of the volunteer appointments, I just want to make sure I say thank you to all the people volunteers -- volunteering for these positions. They don't get enough thank yous and they don't

get enough recognitions. Thank you.

PRESIDENT RODRIGUES: Anyone else? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

RICHARD MCCORMACK, CITY CLERK: Resolution reappointing Maria Bruni as the Director of Economic and Community Development.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Tobin. Any discussion? Roll.

Roll Call: Ayes: Tobin, Jean-Francois, Johnson, Ramkissoon, Kleiner, Green, Witt, Masi, President Rodrigues. Carries.

13. Local Laws

(None this evening)

14. Audit

ALD. MASI: Aren't 6:30 meetings great?

PRESIDENT RODRIGUES: No.

ALD. MASI: Mr. President, I move the accounts be audited, the claims be adjusted and the City Treasurer be authorized to issue warrants for their payment.

PRESIDENT RODRIGUES: Resolution sponsored by cranky Mr. Masi. Do I have a second? Jean-Francois. All

in favor?

ALDERMANS: Aye.

PRESIDENT RODRIGUES: Move for adjournment.

ALD. MASI: So moved.

(PROCEEDING CONCLUDED)

CERTIFICATE

I, LISA KANE, certify the foregoing transcript of proceedings of the January 3, 2023 Middletown City Council meeting was prepared using the required electronic equipment and is a true and accurate record of the proceedings.

Signature: *LISA KANE*

Date: January 31, 2023

Agency: American Legal Transcription
11 Market Street, Suite 215
Poughkeepsie, New York 12601

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Green

Date of Adoption 01.03.23

Index No: 1-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Establishing Common Council Standing Committees and Membership for 2023

Resolved, that the Common Council of the City of Middletown hereby establishes the following committees and their membership as Standing Committees of the City of Middletown Common Council:

Finance
Planning & Economic Development
Public Safety
Recreation & Parks
Community Communication & Historical Society
Legislative
Public Works, Traffic
Revenue
Recycling
Quality of Life/Code Enforcement City Wide

BE IT FURTHER RESOLVED, that the Common Council declares that the Treasurer, Leonora Liz, and the Chairman of the Finance Committee, Joseph Masi, are hereby authorized and directed to sign all checks, drafts, acceptances, undertakings or ,other orders on bank accounts of the City of Middletown by personal or by facsimile signature.

CITY OF MIDDLETOWN COMMON COUNCIL
COMMITTEE ASSIGNMENTS
2023

FINANCE COMMITTEE Masi, Chairperson Johnson, Vice-Chair Jean-Francois Green Ramkissoon	**LEGISLATIVE COMMITTEE** Johnson, Chairperson Masi, Vice-Chair Green Tobin Ramkissoon
PLANNING AND ECONOMIC DEVELOPMENT Green, Chairperson Johnson, Vice-Chair Jean-Francois Witt Ramkissoon	**PUBLIC WORKS/TRAFFIC** Jean-Francois, Chairperson Kleiner, Vice-Chair Green Ramkissoon Witt
RECREATION & PARKS Witt, Chairperson Tobin, Vice-Chair Ramkissoon Kleiner Masi	**PUBLIC SAFETY** Tobin, Chairperson Masi, Vice-Chair Ramkissoon Jean-Francois Johnson
REVENUE Ramkissoon, Chairperson Masi, Vice-Chair Jean-Francois Johnson Green	**RECYCLING** Jean-Francois, Chairperson Green, Vice-Chair Kleiner Tobin Johnson
COMMUNITY COMMUNICATION AND HISTORICAL SOCIET Kleiner, Chairperson Tobin, Vice-Chair Witt Green Jean-Francois	**QUALITY OF LIFE/CODE ENFORCEMENT ENTIRE CITY** Entire Council on Committee

Updated: 12/30/2022

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Tobin

Date of Adoption 01.03.23

Index No: 2-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Adopting a Procurement Policy for 2023

Whereas, New York State General Municipal Law, Section 104-b, states that a municipality should annually adopt a Procurement Policy, and

Whereas, the Corporation Counsel of the City of Middletown has advised the Council that it must look at, revise, if necessary, and adopt the Procurement Policy on an annual basis in accordance with New York State statute,

Now, therefore, be it resolved, that the Common Council of the City of Middletown does hereby adopt the attached written policies and procedures for the procurement of goods and services for the City of Middletown.

Procurement Policy

§ 104-1. Adoption of procedures.

The following procedures are adopted for the procurement of goods and services.

§ 104-2. Purchases.

For purchases, the following procedures are to be followed:
A.
For purchases of items costing over $20,000, competitive bidding in accordance with applicable laws and regulations is required.
B.
For purchases of items costing between $5,000 and $19,999.99, three or more written price quotes from suppliers are required.
C.
For purchases of items costing between $2,000 and $4,999.99, three or more verbal quotes from suppliers are required.
D.
For purchases of items costing between $0 and $1,999.99, appropriate verbal quotes from suppliers, in the discretion of the department head undertaking the purchasing, are required.

§ 104-3. Public works contracts.

For public works contracts, the following procedures are to be followed:
A.
For contracts over $35,000, competitive bidding in accordance with applicable laws and regulations is required.
B.
For contracts between $5,000 and $34,999.99, three or more written quotes from qualified contractors are required.
C.
For contracts between $2,000 and $4,999.99, three or more verbal quotes from qualified contractors are required.
D.
For contracts between $0 and $1,999.99, appropriate verbal quotes from qualified contractors, in the discretion of the department head who wishes to enter into the contracts, are required.

§ 104-4. Other services.

[Amended 2-5-2013]
A.
In the event it can be anticipated that a particular service (e.g., painting services) may be required by the City for various projects which, in total, are expected to exceed $35,000 for the year, then the procurement of those services will be subject to competitive bidding.
B.
There are, however, certain types of services provided to the City that may be considered routine and delivered in the ordinary course of business that are not capable of precise cumulative monetary

calculation but are necessary to be incurred promptly and/or locally to protect the health, welfare or safety of the residents of the City, employees of the City or structures and equipment owned by the City. Such services include, but are not limited to, repairs to City vehicles such as sanitation trucks or trucks used in snowplowing or street repairs; repairs to City buildings and processes, such as electrical or plumbing work in or on the City's sewage treatment plant or water treatment plant; or assistance from outside companies for snow or garbage removal. In such cases, the cumulative payment to those companies may total more than $35,000 per year, but it is impossible to know from year to year whether such costs will exceed $35,000. In such cases, and in accordance with § 104-b, Subdivision 2g, of the New York General Municipal Law, it is the determination of the Common Council of the City of Middletown that the best interests of the City will not be served by competitive bidding in such cases but that the department head charged with such purchases may obtain such routine services as needed by the City in the ordinary course of business from time to time.

C.

Notwithstanding the foregoing, if the department head charged with such purchase determines that the anticipated service covered by that one purchase likely will exceed the cost of $35,000 and such service is not the subject of any exception under this procurement policy (such as an emergency purchase or the purchase from a sole source supplier), then the procurement of such service will be subject to competitive bidding as set forth elsewhere in this chapter.

§ 104-5. Verbal quotes.

Whenever this policy allows for verbal quotes, the department head must maintain a written log which lists appropriate information from each supplier or contractor supplying such verbal quotes.

§ 104-6. Exceptions.

Exceptions to the above procurement processes are to be allowed in purchases or public work contracts which involve emergencies, true leases, and sole source purchases. In such events, the responsible department head must document the circumstances allowing the exception to the above procurement processes and should, whenever possible, attempt to make purchases and secure public works contracts at the lowest possible cost and should obtain at least three verbal quotes, to the extent possible under the circumstances.

§ 104-7. Requests for proposals.

Whenever possible, professional services are to be obtained through requests for proposals (RFPs) issued by the Board of Estimate and Apportionment. All responses to RFPs are to be reviewed by the Board of Estimate, which must make a recommendation to the Common Council for final approval.

§ 104-8. Award to other than lowest bidder.

Whenever any contract is awarded to other than the lowest bidder or proposer, the reasons are to be set forth in writing and filed with the appropriate department or board.

§ 104-9. Effect on other procedures.

Nothing in these procurement processes changes any administrative procedures required by the Charter of the City of Middletown, such as the approval of the Board of Estimate and Apportionment for purchases and contracts.

§ 104-10. Contracts awarded based on best-value analysis.

[Added 6-3-2014 by L.L. No. 2-2014]

Notwithstanding anything else contained in this chapter to the contrary, the Common Council, after approval of the Board of Estimate and Apportionment, may award purchase contracts and service contracts that have been procured pursuant to competitive bidding or otherwise under New York General Municipal Law § 103(1) or this chapter by either the lowest responsible bidder standard or the best-value standard.

A.

"Best value" is defined in State Finance Law § 163 to mean "the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the [New York] Executive Law to be used in evaluation of offers for awarding of contracts for services." For purposes of this section, the Common Council adopts the above definition of "best value," as the same may be modified from time to time by the State Legislature.

B.

Pursuant to New York General Municipal Law § 103(1), the best-value standard may be used for purchase contracts, including contracts for service work, but it excludes and may not be used for any purchase contracts necessary for the completion of public works contracts pursuant to New York Labor Law Article 8.

C.

If the monetary thresholds of New York General Municipal Law § 103 are increased or decreased in the future by the State Legislature, the monetary thresholds set forth herein will be deemed simultaneously amended to match the new General Municipal Law thresholds.

D.

Whenever any contract is awarded by the Common Council (after approval of the Board of Estimate and Apportionment) on the basis of best value instead of the lowest responsible bidder, the basis for determining best value will be thoroughly and accurately documented. Such documentation may include, but is not necessarily limited to, the cost of maintenance; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; quality of craftsmanship; or compatibility with existing City buildings or property.

§ 104-11. Standards for federal CDBG-DR procurement actions.

[Added 11-15-2016]

Notwithstanding anything else contained in this chapter to the contrary, eligible Community Development Block Grant – Disaster Recovery (CDBG-DR) expenditures and procurement actions undertaken on or after January 1, 2017, shall comply with the procurement standards as set forth in 2 CFR Parts 200.317 through 200.326, as the same may be amended from time to time. In the event of a conflict between state or local laws and regulations and the procurement requirements of 2 CFR Part 200, the more stringent requirements will apply.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Jean-Francois

Date of Adoption 01.03.23

Index No: 3-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Adopting an Investment Policy for 2023

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Investment Policy for the City of Middletown.

CHAPTER 65 INVESTMENT POLICY

§ 65-1 SCOPE

This investment policy applies to all monies and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

§ 65.2 OBJECTIVES

The primary objectives of the city of Middletown's investment activities are, in priority order,

- Legal: to conform with all applicable federal, state and other local requirements;
- Safety: to adequately safeguard principal;
- Liquidity: to provide sufficient liquidity to meet all operating requirements; and
- Yield: to obtain reasonable rate of return.

§ 65.3 DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

§ 65.4 PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City of Middletown to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

§ 65.5 DIVERSIFICATION

It is the policy of the City of Middletown to diversify its deposits and investments by financial institutions, by investment, and by maturity scheduling.

§ 65.6 INTERNAL CONTROLS

It is the policy of the City of Middletown for all monies collected by any officer or employee of the government to transfer those funds to the Treasurer within one day of deposit, or within the time specified in law, whichever is shorter.

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

§ 65.7 DESIGNATION OF DEPOSITORIES

The bank and trust companies authorized for the deposit of monies up to the maximum amounts are:

Depository Name	Maximum Amount
TD Bank	$35,000,000
Sterling National Bank	$18,000,000
Orange Trust Bank	$35,000,000

§ 65.8 COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, §10, all deposits of the City of Middletown, including certificates of deposits and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1) By a pledge of "eligible securities" with an aggregate "market value" as provided by GML §10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

2) By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of the deposits and the agreed upon interest, if any or 100% in the case of an irrevocable letter of credit issued in favor of the local government by certain Federal Home Loan Banks. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3) By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of the deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims - paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

§ 65.9 SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by a third party or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledges to secure local government deposits together with agreed upon interest, if any, and any costs or expenses rising out of collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events, which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with the City of Middletown, or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution or release of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

§ 65.10 PERMITTED INVESTMENTS

As authorized by General Municipal Law, §11, the City of Middletown authorizes the Treasurer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts authorized to do business in New York State:
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by the agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America:
- Obligations of the State of New York;
- Obligations issued pursuant to LFL §24.00 or 25.00 (with the approval of the State Comptroller) by any municipality, school district or district corporation other than the City of Middletown;
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- Certificates of Participation (COPs) issued pursuant to GML §109-b.
- Obligations of this local government, but only with any monies in a reserve fund established pursuant to GML §6-c, 6-d, 6-g, 6-h, g-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Middletown within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the City of Middletown within two years of the date of purchase. The designated depository will confirm all purchases and transactions in writing to the City of Middletown.

§ 65.11 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The City of Middletown shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credited worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the City of Middletown. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositaries, trading partners and custodians. Such listing shall be evaluated at least annually.

§ 65.12 PURCHASE OF INVESTMENTS

The Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.

2. By participation in a cooperative program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Middletown by the bank or trust company. Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10.

The custodial agreement shall provide the securities held by the bank or trust company, as agent and of custodian for, the City of Middletown, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the City of Middletown a perfected interest in the securities.

§ 65.13 REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

o All repurchase agreements must be entered into subject to a Master Repurchase Agreement.

o Trading partners are limited to banks or trust companies authorized to do business in New York and primary reporting dealers.

o Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.

o No substitution of security will be allowed.

o The custodian shall be a party other than the trading partner.

§ 65.14 OPERATIONS, AUDIT AND REPORTING

The Treasurer, having custody of money, shall authorize the purchase and sale of all securities and execute contracts on behalf of the City of Middletown. Oral directions concerning the purchase, transaction, or sale of securities shall be confirmed in writing. The City of Middletown shall pay for purchased securities upon delivery.

The City of Middletown will encourage the purchase and sale of securities through a competitive or negotiated process involving solicitations of at least three bids for each transaction.

At the time independent auditors conduct the annual financial audit of the accounts and affairs of the City of Middletown, the auditors shall audit compliance with the Investment Guidelines.

The legislative body of the City of Middletown shall review and approve the annual investment report at its Annual reorganization meeting.

The provisions of these Investment Guidelines and any amendments hereto, shall take effect prospectively, and shall not invalidate the prior selection of any custodial bank or prior investment.

APPENDIX A
Schedule of Eligible Securities

i. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or United States Government sponsored corporation.

ii. Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.

Revised 03/22

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Tobin

Date of Adoption 01.03.23

Index No: 4-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			

Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolutions Adopting a Fee Schedule for 2023

RESOLVED; that the Common Council of the City of Middletown does hereby adopt the attached Fee Schedule for services for the City of Middletown.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Green

Date of Adoption 01.03.23

Index No: 5-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a contract with Orange County for the Senior Citizen Transportation Program

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize a contract renewal with Orange County for the Senior Citizen Transportation Program.

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the mayor to sign the agreement effective January 1, 2023 through December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Johnson

Date of Adoption 01.03.23

Index No: 6-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a $13,400 budget transfer from within the 2022 Paramount Budget

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $13,400 from within the 2022 Paramount Budget, in the following manner:

FROM	AMOUNT	TO
A.7010.470 Repairs to Building	$1,000.00	A.7010.800 City Sponsored Events
A.7010.448 Promoters & Sponsors	$1,000.00	A.7010.800 City Sponsored Events
A.7010.443 Movie Rental Fee	$4,000.00	A.7010.800 City Sponsored Events
A.7010.442 Concession	$4,500.00	A.7010.800 City Sponsored Events
A.7010.920 Dues & Membership	$2,900.00	A.7010.447 Credit Card Fees

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Ramkissoon

Date of Adoption 01.03.23

Index No: 7-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing an agreement with CT Male Associates for work related to the Cities Dams

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the attached proposal from CT Male Associates dated December 14, 2022, for Highland Dam, Monhagen Dam and Monhagen Dike updates of annual certifications, Inspection & Maintenance Plan, Emergency Action Plan and Schedule Update for upgrading the Dams to meet DEC requirements.

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

BE IT FURTHER RESOLVED Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $26,000, in the following manner, to fund the project.

FROM	**AMOUNT**	**TO**
H.0738.900 Raise Dams- Shawangunk General Expense	$26,600	F.8320.512 City Dams

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Johnson

Date of Adoption 01.03.23

Index No: 8-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution awarding Bids for upgrades to the three Shawangunk Dams and Kinch Dam

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to award the following bids for Upgrading three Shawangunk Dams and a separate bid for upgrading Kinch Dam. Bids were opened on December 5, 2022 during a Board of Estimates meeting and reveiwed and evaluated by Jacob Tawil and CT Male.

Shawangunk Dams project to A. Servidone Inc./B. Anthony Construction Corp., Joint Venture, for the bid price of $3,797,935.00

Kinch Dam project to Colonnelli Brothers for the base bid only in the amount of $1,475,000.00

FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Mayor to agreements the contracts.

FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to bond the necessary funds for the project.

*Some partial funding has already been established for Shawangunk Dams. The remaining needed funding for Shawangunk and Kinch construction projects as well as cost of Engineering

Construction Inspection, testing should be bonded. Jacob Tawil requesting that City Treasurer be authorized to bond the needed funds that we will quantify based on her recommendations.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Green

Date of Adoption 01.03.22

Index No: 9-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Declaring a Vehicle as Surplus

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to declare the following vehicle as surplus and authorizes its disposal in the most advantageous way to the City, based on the opinion of the Commissioner of Public Works, which is final, most likely through Auctions International.

2003 Crown Vic (VIN# 2FAHP71W53X173468)

This vehicle would require numerous repairs; including needing a new transmission installed which would cost more than what the car is worth at its current state.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Kleiner

Date of Adoption 01.03.23

Index No: 10-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a $66,000 budget transfer

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $66,000, in the following manner, due to unbudgeted salaries for new employees hired in 2022.

FROM	**AMOUNT**	**TO**
A.5110.100 Pers. Svcs. – Street	$66,000.00	A.1490.100 Pers. Svcs – Public Works Admin.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Johnson

Date of Adoption 01.03.23

Index No: 11-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing budget transfers within the 2022 DPW Budget

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to make the following transfers within the 2022 DPW Budget below:

$25,000.00 transfer is needed to cover Chemicals needed for the Water Treatment Plant due to increase in pricing. Balance of account is at $0.00 for remainder of the year.

$16,000.00 transfer is needed to cover unexpected repairs to the blower at the Waste Water Treatment Plant. Balance of account is at $800.00 for the remainder of the year.

$9,000.00 transfer is needed to cover the cost of diesel fuel through the remainder of the year due to rises in costs. Balance of account is at $0.00 for the remainder of the year.

$35,000.00 transfer is needed to cover repairs to lights and poles that were replaced throughout the city. Balance is at $2,000.00 for the remainder of the year.

FROM	**AMOUNT**	**TO**
F.8330.100 Personal Services	$25,000.00	F.8330.458 Chemicals
G.8130.446 Landfill Sludge	$16,000.00	G.8130.440 Repairs to Equipment
A.1620.470	$9,000.00	A.5110.417

Repairs to Building		Gas & Oil
A.8160.100 Personal Services	$35,000.00	A.5182.900 General Expense

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Jean-Francois

Date of Adoption 01.03.23

Index No: 12-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a $15,500 budget transfer from within the 2022 Corporation Council Budget

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to transfer $15,500, from within the 2022 Corporation Counsel Budget, in the following manner:

From	**Amount**	**To**
A.1420.488 Corporation Counsel Grievance	$15,000	A.1420.489 Litigation

This transfer is to replenish A.1420.489 line in order to pay unpaid litigation invoices.

A.1420.433 Personnel Training	$500.00	A.1362.900 General Expense

This transfer is to replenish A1362.900 line in order to pay unpaid invoices.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Kleiner

Date of Adoption 01.03.23

Index No: 13-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a contract renewal with CherryRoad Technologies for IT Support

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the attached contract renewal with CherryRoad Technologies, for the segments listed totaling $207,000.

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

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Johnson

Date of Adoption 01.03.23

Index No: 14-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a $3,136.78 budget transfer for ARPA Consultant

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $3,136.78, in the following manner, to cover the cost of Don Paris' Consulting Fee for ARPA Reporting within the 2022 Budget.

FROM	**AMOUNT**	**TO**
A.4785 ARPA	$3,136.78	A.1325.100 Finance- Personnel Services

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Green

Date of Adoption 01.03.23

Index No: 15-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution authorizing a proposal from CT Male for Engineering Construction and testing services required during the Kinch Dam Construction project

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a proposal from CT Male for the Engineering Construction and testing services required during the Kinch Dam Construction project

FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign said proposal.

Jacob Tawil is requesting a Council resolution authorizing the Mayor to sign same and include this cost in the bond to fund the Dams Construction Total: $183,250 Please note that the proposal appears to be high, but it's dependent on the Contractor performance. The Commissioner of Public Works will be reaching out to CT Male to come up with possible arrangement to share the inspector with Shawangunk Dams project in order to cut down expenses.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Kleiner

Date of Adoption 01.03.23

Index No: 16-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution appointing Richard McCormack to the Planning Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Richard P. McCormack to the Planning Board, for a seven year term, expiring on December 31, 2029.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Jean-Francois

Date of Adoption 01.03.22

Index No: 17-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution appointing Regina Del Pizzo to the Board of Ethics

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Regina Del Pizzo to the Board of Ethics to fill the unexpired term of Robert Dietrich, expiring on December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Green

Date of Adoption 01.03.23

Index No: 18-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Reappointing Wayne Hawkins to the Board of Ethics

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Wayne Hawkins to the Board of Ethics to a three year term, expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Tobin

Date of Adoption 01.03.23

Index No: 19-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Reappointing Shawn Sullivan to the Police Commission

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment Sean Sullivan to the Police Commission for a 4 year term expiring on December 31, 2026.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Masi

Date of Adoption 01.03.23

Index No: 20-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Appointing Mary Ann Cavallaro to the Zoning Board of Appeals

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's appointment of Mary Ann Cavallaro to the Zoning Board of Appeals to a three years term, expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Ramkissoon

Date of Adoption 01.03.23

Index No: 21-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Reappointing Members of the Industrial Development Agency

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of the following individuals to the Industrial Development Agency for a 1 year term expiring on December 31, 2023:

Joseph M. DeStefano
Andrew Britto
Anthony Cantoli
David Madden
Wayne Hawkins

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Green

Date of Adoption 01.03.23

Index No: 22-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Reappointing Gef Chumard to the Architectural Review Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Gef Chumard to the Architectural Review Board for a three year term expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Johnson

Date of Adoption 01.03.23

Index No: 23-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Reappointing Kathleen Rifkin to the Architectural Review Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Kathleen Rifkin to the Architectural Review Board for a three year term expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Ramkissoon

Date of Adoption 01.03.23

Index No: 24-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Reappointing Maria Bruni to the Architectural Review Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Maria Bruni to the Architectural Review Board for a three year term expiring on December 31, 2025.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Jean-Francois

Date of Adoption 01.03.23

Index No: 25-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Reappointing Nicole Hewson to the Planning Board

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Nicole Hewson to the Planning Board for a one year term, expiring December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Tobin

Date of Adoption 01.03.23

Index No: 26-23

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Resolution Reappointing of Maria Bruni as the Director of Economic & Community Development

RESOLVED that the Common Council of the City of Middletown concurs with the Mayor's reappointment of Maria Bruni as the Director of Economic & Community Development for a 1 year term, expiring on December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Jean-Francois

Date of Adoption 01.03.23

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin	X			
Ald. Jean-Francois	X			
Ald. Johnson	X			
Ald. Ramkissoon	X			
Ald. Kleiner	X			
Ald. Green	X			
Ald. Witt	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE

TREASURER BE AUTHOIZIED TO ISSUE WARRENTS FOR THEIR PAYMENTS

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 40-23

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				

Resolution Reappointing Richard Croughan as Assistant Corporation Counsel

BE IT RESOLVED that the Common Council of the City of Middletown confirms the Mayor's reappointment of Richard Croughan as Assistant Corporation Counsel for a 1-year term ending on December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 41-23

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				

Resolution reappointing Marc Woody to the Zoning Board of Appeals

BE IT RESOLVED that the Common Council of the City of Middletown confirms the Mayor's reappointment of Mark Woody to the Zoning Board of Appeals, for a term ending on December 31, 2026.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 42-23

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				

Resolution appointing Keith Hallock to the Zoning Board of Appeals

BE IT RESOLVED that the Common Council of the City of Middletown confirms the Mayor's appointment of Keith Hallock to the Zoning Board of Appeals, replacing Joel Sierra, for a term ending on December 31, 2027.

Attn: Mayor Destefano,

Re: Zoning board of appeals for the City of Middletown.

Keith Hallock

I have over 30 years in construction of residential and commercial properties. I have worked on many residential, commercial and state projects throughout the Hudson valley from housing developments to building schools, county buildings and senior housing projects.

I have also run my own company for several years doing home remodeling and have worked with many homeowners to help them go through the process of acquiring building permits and getting town variances if needed.

I'm currently working full time as a project manager for West Point Military Academy - DODEA (Department of Defense Education Administration) I work a 40 hour week 7:30 to 4:30 M-F, I have a flexible schedule if needed. I feel I could dedicate the time needed to fill a position on the board.

I have been studying all materials available on-line, on Zoning laws and Zoning appeals board member responsibilities, I have also studied the NYS dept of state division planning board training and passed the testing portions, I am eager to do more training as needed and study all materials available to help serve on the zoning board of appeals. To make better Informed decisions.

I have been considering becoming more involved with the City of Middletown and seeking position to serve the community. Maybe this would be a good start on that journey to someday serve in an elected position.

I like the direction Middletown is going as for improvements and development and would love to be a part of that.

Thank you for your time and thank you for working to make Middletown a better place.

Sincerely,

Keith Hallock

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 43-23

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				

Resolution appointing Jim Burtis as Chairman of the Zoning Board of Appeals

BE IT RESOLVED that the Common Council of the City of Middletown confirms the Mayor's appointment of Jim as Chairman of the Zoning Board of Appeals.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 44-23

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				

Resolution accepting a funding award of $38,820 for the Recreation and Parks Department

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a funding award from New York State Office of Children and Family Services (NYSOCFS): Orange County Solutions Funding in the amount of $10,000 for the Summer Playground/Lunch Program and $28,820 for the Recreational Fitness Program.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign any and all necessary 2023 contracts and requests for funding in relation to the Orange County Youth Bureau on behalf of the City of Middletown.

Middletown Recreation
and Parks Department
)3 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918

Tuesday, January 17, 2023

RE: Authorization for Mayor to sign Youth Bureau Contracts and RFP's for 2023

Dear President Rodrigues & Council Members:

On Friday, January 13, 2023 The Orange County Youth Bureau announced they have approved our application for funding in 2023. The funding will come from the NYSOCFS: Orange County Solutions Funding. The goal of the funding is to provide our youth with services, opportunities and support to improve youth and community outcomes in specific "Life Areas." The Middletown Recreation Department will receive $10,000 for the Summer Playground/Lunch Program and $28,820 for the Recreational Fitness Program.

In order to receive this funding and apply for future funding in 2023 please authorize Mayor DeStefano to sign any and all necessary 2023 contracts and Requests for Funding in relation to the Orange County Youth Bureau on behalf of the City of Middletown.

Sincerely,

Raelynn Bertholf
Superintendent of Recreation

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 45-23

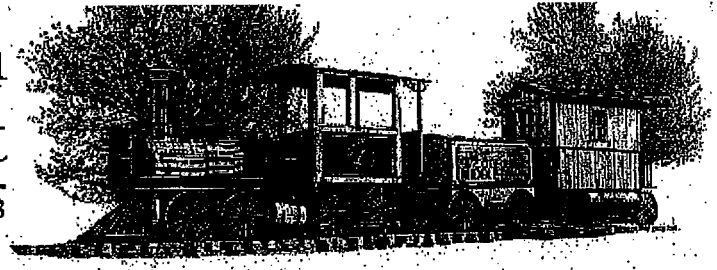
NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Tobin				
Ald. Jean-Francois				
Ald. Johnson				
Ald. Wray				
Ald. Kleiner				
Ald. Green				
Ald. Witt				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

Resolution authorizing a $9,769.19 Budget Transfer to cover an overdrawn account

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $9,769.19, in the following manner, to cover the overdrawn account due to the retirement pay out of sick and vacation time for John Bianchi.

FROM	AMOUNT	TO
A.7321.100	$9,769.19	A.7020.100
Special Program Personal Services		Gen Rec – Personal Services

Middletown Recreation
and Parks Department
)8 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Tuesday, January 17, 2023

RE: Transfer within 2022 Operating Budget

Dear Board of Estimates & Council Members:

The Recreation & Parks Department is requesting authorization for the Treasurer to transfer $9,769.19 from account A.7321.100 Special Programs - Personal Services to account A7020.100 General Recreation - Personal Services. This is to cover the overdrawn account due to the retirement pay out of sick and vacation time for John Bianchi.

Sincerely,

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Department

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 46-23

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				

Resolution authorizing an agreement with New York Security System for 2023

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with New York Security System in an amount of $6,000 for security services for 2023

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign said agreement.

INVOICE

New York Security Systems, Inc.
20 Industrial Drive • Middletown, NY 10941
(845) 692-2000 • Fax (845) 692-7675

DATE	INVOICE #
12/1/2022	22120151SC

BILL TO

CITY OF MIDDLETOWN
MAYOR'S OFFICE
16 JAMES ST
MIDDLETOWN, NY 10940

P.O. NUMBER	TERMS	REP	PROJECT
	UPON RECEIPT	*AEM*	*SERVICE CONTRACT*

QTY	DESCRIPTION	RATE	AMOUNT
12	*CCTV & ACCESS CONTROL SERVICE AGREEMENT FOR CITY HALL & COMMUNITY CENTER: JANUARY 1, 2023 - DECEMBER 31, 2023*	*500.00*	*6,000.00*
		Total	*$6,000.00*

NEW YORK SECURITY SYSTEMS, INC.
SERVICE CONTRACT

TERMS AND CONDITIONS

WHAT WE WILL DO: In consideration of payment of the contract price, NEW YORK SECURITY SYSTEMS, INC. will furnish labor and replacement parts necessary to maintain the equipment specified in this contract in operating condition during the term of this contract, provided such service is necessitated by product failure during normal usage. The agreement dates and rates are per attachment.

LOCATION OF SERVICE: Service will be provided at the customer's address shown on this contract for all equipment.

WHAT IS NOT COVERED: *(1)* This contract applies only to the operation of the specified equipment under conditions for which it was designed and does not cover loss or damage resulting from external causes, such as, but not limited to, defective or inadequate electrical lines, power supply or from fire, flood, windstorm, hail, lightning, earthquake, theft, misuse or abuse. *(2)* The refinishing or replacement of any cabinet parts due to finish defects or rusting or painted parts due to chipping or the replacement of any lights or filters, unless damaged by component failure is not covered by this contract. *(3)* NEW YORK SECURITY SYSTEMS, INC. will not be responsible for any loss, damage or injury resulting from delay in rendering service under this contract and in no event shall it be liable for consequential damages.

CANCELLATION: You may cancel this contract at any time for any reason, if your written notice of cancellation is received 30 days prior to the expiration date. This agreement shall not be terminated by NEW YORK SECURITY SYSTEMS, INC. during the term of this agreement except for non-payment.

LOANERS: "Loaners" will be provided by NEW YORK SECURITY SYSTEMS, INC. at NO CHARGE to keep the system in operating order, if removal of components are necessary.

RENEWAL: If a renewal contract is offered by NEW YORK SECURITY SYSTEMS, INC. the contract price quoted will reflect the age of the equipment and current service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties and no representation, promise or condition not contained herein shall modify these terms.

NEW YORK SECURITY SYSTEMS, INC.

By:_____

Title:_____

Client: **CITY OF MIDDLETOWN – CITY HALL & COMMUNITY CENTER**

By:_____

Title:_____

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 47-23

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				

Resolution authorizing a $19,845.11 budget Transfer for the Water Treatment Plant for Water Process Control Equipment and Rotary Screw Compressor

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $19,845.11, in the following manner, for the Water Treatment Plant for water process control equipment and rotary screw compressor.

Attached is a proposal from Ingersoll Rand in the amount of$ 15,718.91 and two proposals from Hach in the amounts of $17,933.43 and $15,848.79. DPW currently has $29,656.02 in other equipment line for 2022. Balance needed for transfer would be $19,845.11 from 2022 Personal Services

FROM	AMOUNT	TO
F.8330.100	$19,845.11	F.8330.200
Personal Services		Other Equipment

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: January 31, 2023

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 Tawil, Commissioner of Public Works

Requested Transfers

We are requesting a fund transfer needed for Water Treatment Plant for water process control equipment and rotary screw compressor.

Attached is a proposal from Ingersoll Rand in the amount of$ 15,718.91 and two proposals from Hach in the amounts of $17,933.43 and $15,848.79.

We currently have $29,656.02 in other equipment. Balance needed for transfer would be $19,845.11 from 2022 Personal Services

FROM	AMOUNT	TO
1. F.8330.100 Personal Services	$19,845.11	F.8330.200 Other Equipment

Thank you.

MC

Ingersoll Rand.

Rotary Screw Compressor

PROPOSAL

Quote Reference# CTS-92286

Quote Prepared on 01/09/2023 | *Valid until 02/08/2023*

Nick Klupacs
City of Middletown
88 Pilgrim Corners Road
MIDDLETOWN NY 10941
USA
Email: fltplant@hvc.rr.com
Ph:null

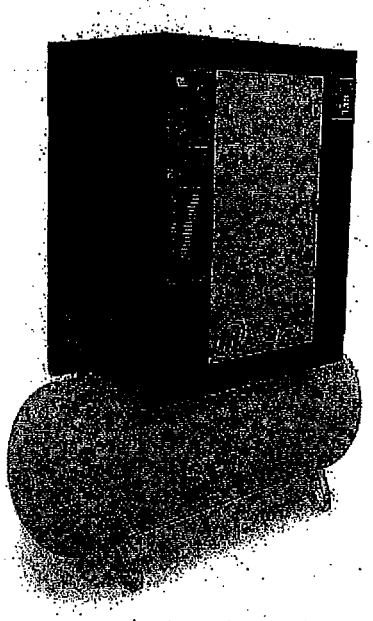
Anthony Limongelli
Ingersoll-Rand Industrial US Inc
95 Newfield Avenue
Edison NJ 8837
USA
Email: anthony.limongelli@ircp.com
Ph: (732) 672-0430

Your Trusted Partner in Compressed Air

R7.5 Premium Efficiency Rotary Screw Compressor - 190 PSIg - 'Total Air System'

The durable Ingersoll Rand R-Series 4-11 kW compressor extends the R-Series family into the smallest rotary screw offering with benefits like innovative features and a compact design that fits virtually any application environment.

- Increased Efficiency: Advanced airend design integrates key components to reduce leak paths, improve reliability and improving VSD turndown
- Leak-free Operation: V-Shield Technology provides a totally integrated, leak-free design featuring PTFE stainless steel braided oil hoses and O-ring face seals
- Improved Productivity: Xe-Series controller includes an intuitive high resolution display with Web-enabled communication and control
- Compact Footprint: Vertically-stacked drive components reduce footprint and allow for easy maintenance
- Enhanced Reliability: Sequential Cooling System significantly improves reliability and serviceability by providing cool clean ambient air to key electrical components



Representative image may not represent quoted product configuration.

Rated Pressure		Nominal Power		Capacity (FAD)		Dimensions (Length x Width x Height)		Weight (Air-cooled)	
barg	psig	kW	hp	m3/min	cfm	mm	in	kg	lb
13	190	7.5	10	0.72	25.27	1843 mm, 764 mm, 1808.5 mm	72.56 in, 30.08 in, 71.2 in	497	1093.4

Anthony Limongelli
(732) 672-0430
anthony.limongelli@irco.com

City of Middletown
Quote Reference
#CTS-92286

START UP SERVICE

Service Details

Scope of Service	Included
Commissioning performed by factory trained and certified technicians	Yes
Confirm proper installation per operator's manual	Yes
Check operating temperatures, pressures, amperage and other key parameters per Ingersoll Rand 47-point checklist	Yes
Check rotation of 3 phase motors	Yes
Adjust and set control set points and key operating parameters	Yes
Basic operator training 30 min	Yes
How to get service help if needed	Yes
Maintenance schedule review	Yes
Install review & validation	Yes

Anthony Limongelli
(732) 672-0430
anthony.limongelli@irco.com

Ingersoll Rand.

Investment Summary for City of Middletown (01/09/2023)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	**R4-11I - FIXED SPEED 4-11KW**	1	$14,410.34	$14,410.34
	Included Component			
	R7.5 Premium Efficiency Rotary Screw Compressor - 190 PSIg - 'Total Air System'	1	$11,541.63	$11,541.63
	Star-Delta Starter: 200/230/460/3/60 Electrics	1	Included	Included
	OPTION ITEM, AIREND	1	Included	Included
	Food Grade Coolant	1	$78.20	$78.20
	120 Gallon Tank Mounted	1	$1,650.44	$1,650.44
	OPTION ITEM, SAFETY VALVE 225PSIG ASME	1	Included	Included
	OPTION ITEM, FAN MULTIVOLTAGE 60HZ 3PH	1	Included	Included
	Air Cooled Cooler	1	Included	Included
	120 Gallon Tank Mounted	1	Included	Included
	Controller: XE-70M Microprocessor Controller	1	$291.93	$291.93
	Low Sound Enclosure	1	Included	Included
	Standard Air Filter	1	Included	Included
	OPTION ITEM, CONDENSATE AUTO, DRYER, 120GAL RECEIVER, NPT	1	Included	Included
	OPTION ITEM, KIT DRYER CONNECTION ELECTR. 200-230/460V60HZ	1	Included	Included
	OPTION ITEM, DECAL LANGUAGE FS	1	Included	Included
	OPTION ITEM, LITERATURE (AMERICAS)	1	Included	Included
	PORO	1	$666.78	$666.78
	460V Tri-Voltage Kit	1	Included	Included
	Crate 120 Gallon Receiver	1	Included	Included
	Not For Sale In Canada	1	Included	Included
	Food Grade Start-up Kit	1	$181.36	$181.36

Line #	Product Description	# of Days	Standard Hours	Overtime Hours	Extended Overtime Hours	Total Service Fee
2.0	**START UP SERVICE**					$880.00
	Included Component					
2.1	Start Up-Small Rotary					$880.00

Product/Service Quote Amount	$15,290.34
Upgrade Option(s) Amount	
Freight Amount	$428.57
Total Quote Amount	$15,718.91

Anthony Limongelli
(732) 672-0430
anthony.limongelli@irco.com

City of Middletown
Quote Reference
#CTS-92286

General Terms

Lead Time:		Pricing and availability is subject to change without notice. Upon submission of your order, please include the following information: payment terms, preferred payment method, purchase order number, tax status (if exempt please include a copy of your tax exemption certificate with your order).
Payment Terms:	BANKCARD	
FOB:	EX WORKS	For US, please remit all payments to Ingersoll Rand, 15768 Collections Center Drive, Chicago, IL, 60693. For Canada, please remit all payments to IR Canada Sales & Service ULC, C/O T10223C PO Box 4918 STN A, Toronto, ONTARIO M5W 0C9, Canada. Also, please be aware that Ingersoll Rand accepts payment via credit card, and EFT.
Freight Terms:	Prepaid	

Progress Payments apply to orders exceeding $100,000 USD. Standard progress payment terms are 30% at order acceptance, 30% at Eight (8) weeks after purchase order, and 40% upon shipment.

Ingersoll Rand.

Purchase Order Acknowledgement

Date: 01/09/2023

[redacted]		[redacted]	
Company Name:	City of Middletown	**Company Name:**	IRCC MC VISA-EDISON
Business Address:	88 Pilgrim Corners Road	**Business Address:**	SUMMIT BANK ACCOUNT PO BOX 1840
City, ST, Zip:	MIDDLETOWN, NY, 10941	**City, ST, Zip:**	DAVIDSON, NC, 28036
Site Contact:	Nick Klupacs	**Business Phone:**	null
Business Phone:	null	**Business E-mail:**	fitplant@hvc.rr.com
Business E-mail:	fitplant@hvc.rr.com	**Payment Terms:**	BANKCARD
PO Number:		**Total PO Amt:**	$15,718.91

Siebel Order #:	
Oracle Order #:	
(For office use only)	

Progress Payments (If required):
30% at order acceptance
30% at Eight Weeks After PO
40% on Shipment

(IR Standard Milestone Payments)

Thank you for your order. In an effort to process your order as quickly as possible please review the Shipping & Billing information noted above, and the scope of supply shown below, to verify the information is correct. Please initial all Scope of Supply worksheet page(s).

Priority:
Shipping Method:
FOB Point: EX WORKS
Freight Terms: Prepaid
Shipping Instructions:

The sale of our equipment is governed solely by the Standard Terms & Conditions of Sale 3.17 and Form 3814; copies of which are attached hereto. Notwithstanding any objection in advance, we will proceed on the basis that such terms and conditions will govern this transaction, excluding any revised, additional, or conflicting terms and conditions submitted with your purchase order form.

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **PO Number:** _____

Company/Title: _____

Please send completed form to:

IR Rep: Anthony Limongelli
Phone: (732) 672-0430
Email: anthony.limongelli@irco.com

Anthony Limongelli
(732) 672-0430
anthony.limongelli@irco.com

Ingersoll Rand

SCOPE OF SUPPLY WORKSHEET

Line Number	Quantity	Part Number	Description	Unit Price	Extended Price
1.0	1	R4-11I	R4-11I - FIXED SPEED 4-11KW	$14,410.34	$14,410.34
2.0	1	START UP SERVICE		$880.00	$880.00
				Subtotal: Scope of Supply	**$15,290.34**
				Freight (Estimated amount if "Prepaid")	**$428.57**
				ORDER TOTAL	**$15,718.91**

Additional Order Comments:

Customer Initials : _____

Anthony Limongelli
(732) 672-0430
anthony.limongelli@irco.com

City of Middletown
Quote Reference
#CTS-92286

Ingersoll Rand

STANDARD TERMS AND CONDITIONS OF SALE INDUSTRIAL TECHNOLOGIES AND SERVICES

1. General Any written or oral order received from Buyer by Ingersoll-Rand Industrial, U.S., Inc., ("Company") is governed by the Standard Terms and Conditions of Sale outlined herein ("Terms"). COMPANY'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS. Company rejects any terms and conditions inconsistent with these Terms and to any other terms proposed by Buyer in accepting Company's proposal. No agreement, oral or written, in any way claiming to modify these Terms and Conditions will be binding on Company unless agreed to in writing by an authorized representative of Company.

2. Taxes Prices do not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately. Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company.

3. Title and Risk of Loss Title and risk of loss or damage to equipment will pass to Buyer upon tender of delivery FOB Company facility, except that Buyer grants Company a lien on and a purchase money security interest in and to all of the right, title, and interest of Buyer in the equipment purchased hereunder until full payment has been made.

4. Credit Terms

   a. Payment. Buyer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.

   b. Invoice Disputes. Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.

   c. Late Payments. On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.

   d. Acceleration. Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.

   e. No Partial Payments. Buyer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.

   f. Sufficient Funds. Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.

   g. Right to Set Off. Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.

5. Financial Condition of Buyer

   a. Receipt of Goods While Insolvent In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in §2- 702 of the Uniform Commercial Code, United States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.

   b. Withdraw of Credit Approval Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.

   c. Material Adverse Change in Financial Condition Not withstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the Obligations has become impaired.

   d. Verification of Credit References. Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.

   e. Disclosure of Buyer's Right to a Statement of Reasons for Action. If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.

6. Delivery Company will deliver goods within a reasonable time after receipt of Buyer's order and in no event will delivery dates be construed as falling within the meaning of "time is of the essence."

7. Force Majeure Company will not be liable for any loss or damage due to delays arising from causes beyond the reasonable control of Company, including but not limited to any acts of God, fire, flood, earthquake or explosion, strikes or other labor difficulties, wars, riots, terrorist threats, national emergencies, or acts of governments. In such events, Company will have additional time within which to deliver or perform as may be reasonably necessary under the circumstances. If Buyer requires drawings, procedures, standards or similar material for approval, delivery schedules will be calculated from the time such approvals are received by Company. Any hold points, witness points, or Buyer inspection requirements must be identified by Buyer at the time of quotation and/or order placement. Additional inspection or testing required by Buyer will extend delivery dates accordingly.

8. Storage Fee If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Company is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Company reserves the right to postpone or to discontinue work. In such event, Company may charge Buyer an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Company.

9. Warranty Company warrants, to purchasers from a Company authorized seller (each a "Buyer"), that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs, except for the Airend of new oil-flooded rotary screw air compressors, which is for the duration as detailed in the 5 Year Airend Parts Warranty below; for parts and services, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation costs if not installed by Company (each a "Warranty Period"). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Company.
5 Year Airend Parts Warranty: Company Warrants , to a Buyer, that the Airend, as defined below, of new oil-flooded rotary screw air compressors manufactured by Company, will be free from defects in material and workmanship for a period of five (5) years from the date of initial operation not to exceed sixty-six (66) months from shipment, whichever occurs first. This Airend warranty is strictly contingent on the Buyer's demonstration that Buyer used only genuine Company replacement parts and lubricant in maintaining the defective compressor, according to Company's recommendations, for the duration of the Warranty Period. Use of non-genuine Company replacement parts or lubricants will void this Airend warranty. Company reserves the right to request a coolant sample from Buyer, or to perform coolant sample analysis, upon Buyer's Airend warranty claim. If Buyer makes a compliant Airend warranty claim during the Warranty Period, Company will only be responsible for, at its option, providing a new or remanufactured replacement Airend part and standard freight charges. Buyer will be required to provide Company with the defective Airend in exchange for the replacement Airend. For the purposes of this Airend warranty, the "Airend" is defined as the set of two rotors (one male and one female), the housing, and the bearings for a single-stage compressor and two (2) sets of two rotors (one male and one female), the housing and the bearings for a two-stage compressor. This Airend warranty specifically excludes other parts like the Airend shaft seal, gears, and pulleys, as well as expedited freight, labor, and any other costs associated with repair or replacement of Airend.

Anthony Limongelli
(732) 672-0430
anthony.limongelli@lrco.com

City of Middletown
Quote Reference
#CTS-92286

10. **Order Cancellation** If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out of pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses. The percentage is based on the proportion of time which has elapsed from the date the order is placed to the originally scheduled shipment date as follows:

Percent of time elapsed from PO date to scheduled ship date	Cancellation fee % of PO Value
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

11. **Compliance with Laws** Company will comply with all applicable laws and regulations in effect in the location of manufacture on the date an order is placed. Compliance with any local governmental laws or regulations relating to location, use, or operation of the equipment, or its use in conjunction with other equipment, will be the sole responsibility of Buyer. Equipment purchased hereunder is produced in accordance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

12. **Data Privacy** Buyer understands and agrees that certain of the Products include technology that allows Company to collect technical and product-related information regarding such Products and to conduct remote diagnostics testing of such Products. This technology allows Company to better serve and assist Buyer in the event such Products need to be repaired, and to maintain and improve the Products. Buyer agrees to grant and hereby grants Company a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected and processed by the technology for Company's business purposes, including analysis, research, and development. In addition, Company may share such information with its affiliates, subsidiaries, and service providers; and with third parties but only in an aggregate, de-identified format, with third parties for research, statistical and business purposes unless otherwise agreed to or in accordance with the applicable privacy policy. To the extent that Company receives any individually identifiable personal information regarding Buyer from such technology, Company's policy is to protect the confidentiality of such information, and to prohibit the unlawful disclosure of Buyer's personal information to third parties. Company will take reasonable steps to insure the safety of Buyer's personal information.

13. **Export Control** Buyer agrees not to disclose or export, either directly or indirectly, any Company technology or information, or the direct product thereof, to any destination or person if such disclosure or export is prohibited by U.S. laws and regulations. In particular, Buyer will not use and will not permit any third party to use Company technology or information in connection with the design, production, use or storage of chemical, biological or nuclear weapons or missiles of any kind. This paragraph will survive the termination of this contract.

14. **Patent Indemnity** Company will defend Buyer against any proceeding based upon a claim that the equipment manufactured by Company infringes any U.S. patent, provided that Company is promptly notified in writing and given authority, information, and assistance for defense of the same. If any claim materially interferes with Buyer's use of the equipment, Company will, at its option, procure for Buyer the right to continue to use such equipment, modify it so that it becomes non-infringing, replace it with non-infringing equipment, or will remove the equipment and refund the purchase price. Company does not accept any liability whatsoever in respect to patents claiming more than the equipment furnished hereunder or claiming methods or processes to be carried out with the aid of such equipment. The foregoing states the entire liability of Company with regard to patent infringement.

15. **Limitation of Liability** THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF COMPANY WITH RESPECT TO THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT, PART OR SERVICE THAT IS THE BASIS FOR THE CLAIM.IN NO EVENT WILL COMPANY BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST, OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, PART OR SERVICE HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OR OTHERWISE.

16. **Assignment** Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.

17. **No Waiver** No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof.

18. **Governing Law** The rights and obligations of the parties will be governed by the laws of the State of North Carolina excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.

19. **No Reference Required** Buyer and Company agree that each order shall constitute a separate contract, the performance of which will be governed exclusively by these Terms. This Agreement shall govern an order regardless of whether or not this document is attached to or referenced in the order. Excluded from applicability to an order include, but are not limited to: (i) any other terms and conditions contained in the order, including terms contained on the reverse side of the order; (ii) any reference in an order to Buyer's internet site for terms and conditions; (iii) any reference in an order to any other agreement, document or terms unless agreed to in writing by the Parties. In the event of a conflict between any terms and conditions of an order (except (iii) above), Terms shall prevail and govern the order.

Anthony Limongelli
(732) 672-0430
anthony.limongelli@irco.com

City of Middletown
Quote Reference
#CTS-92286

Water Process control

Sales Order Acknowledgement

(This is not an Invoice)

Date: 01/26/2023

HACH COMPANY

Headquarters
P. O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608
Web Site: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
Email: orders@hach.com
quotes@hach.com
bids@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 026009593
Swift Code: BOFAUS3N

Order Number	320407614
P.O. Number	1132023
Payment Terms	Net 30
Currency	USD
Freight Terms	Prepaid By Shipper - Agreement
Ship Method	RPS-RPS**FedEx- -Ground
Order Date	01/19/2023
Customer Number	011901
Order Contact	DALE POST
Phone	8454895344
Fax	
E-Mail	dale.post@h2oinnovation.com

Bill-To

243663
CITY OF MIDDLETOWN
CITY HALL
16 JAMES ST
MIDDLETOWN,NY,10940-5724
/United States

Ship-To

324376
CITY OF MIDDLETOWN
CITY HALL
16 JAMES ST
MIDDLETOWN,NY,10940-5724
/United States

Deliver-To

Ln#	Item No	Description	Order Qty	Out of Stock	Requested Date	Estimated Ship Date	Unit Price	Extended Amount
1.1	LXV445.99.53112	ob ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFID,EPA	3	0	01/13/2023	01/30/2023	3,619.88	10,859.64
2.1	LXV525.99AA1551	SC4500 w/o plug Claros mAOutput 2DigSensors	2	0	01/13/2023	01/30/2023	2,822.46	5,644.92
3.1	LZY834	ee Process Vial	4	0	01/13/2023	01/23/2023	46.48	185.92
4.1	LZY835	StablCal Calibration Set w. RFID	1	0	01/13/2023	01/25/2023	620.33	620.33
5.1	LZY915	Silicone Wiper, Cleaning TU5xxx Silikonwischer, Reinigung TU5xxx	4	0	01/13/2023	01/30/2023	49.19	196.76
6.1	LQV160.99.00002	ee TU5xxx sc Flow Sensor, Hach	2	0	01/13/2023	01/30/2023	212.93	425.86
7.1	DPD1R1	IF PRODUCT IS BEING USED IN A NON-HAZARDOUS ENVIRONMENT, HACH RECOMMENDS UPDATING SENSOR TO DPD1R1.1	4	0	01/13/2023	01/23/2023	1,321.06	5,284.24
8.1	LXV525.99AA1551	SC4500 w/o plug Claros mAOutput 2DigSensors	3	0	01/13/2023	01/30/2023	2,822.46	8,467.38
9.1	8572300	ee TOP LEVEL ASSY, CL17sc, STANDPIPE INSTALL KIT	1	0	01/13/2023	01/23/2023	2,997.37	2,997.37

Sales Order Acknowledgement

(This is not an invoice)

Date: 01/26/2023

Merchandise Total:	$34,682.42
Total :	$34,682.42

NOTES :

Additional charges may be added for certain heavy/large items shipping to US Destinations. Some states require tax to be applied to freight charges. The freight tax will be added at time of invoice. An additional Supply Chain Surcharge, if applicable, has been included in the above pricing. More information can be found at https://www.hach.com/faq. If required by your company, please send a revised Purchase Order with updated pricing to orders@hach.com.

Your Order Total is $25,000 or more, please send a confirming purchase order to address or fax number above.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end-use, chemical /biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

IN LIEU OF PAYMENT TERMS, HACH RESERVES THE RIGHT TO REQUIRE CASH OR CREDIT CARD PAYMENT IN ADVANCE OF DELIVERY. SALES/USE TAXES ARE INCLUDED IN YOUR ACKNOWLEDGEMENT OF ORDER. Taxes will be added for orders shipping and used in US Destinations, unless valid resale/exemption certificate is provided. Exemption certificate can be sent to the above address or fax number.

Hach Hydromet	Hach Flow Products & Services	Environmental Test Systems (ETS)	Other Hach Brands
800-949-3766	800-368-2723	800-548-4381	800-454-0263
Fax: 970-461-3921	Fax: 970-619-5150	Fax: 970-619-5025	Fax: 970-461-3919

Be Right™

Quotation

Quote Number: 100858474v1
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 12/16/2022

Quote Expiration: 02/14/2023

H2O INNOVATION USA INC
8900 109TH AVE N STE 1000
CHAMPLIN, MN 55316-3170

RE: City Of Middletown Wastewater

Name: KEITH HERBERT
Phone: 845-866-0324
Email: keith.herbert@h2oinnovation.com

Customer Account Number : 227313
Customer Quote Reference: CONTRACT PRICING

Sales Contact: Rudy Santavicca Email: anthonyrudy.santavicca@hach.com Phone: 914-703-8327

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	DPD1R1	Hach pHD sc Online Process pH Sensor - pH Sensor for Clean Water. Standard lead time 5 days.	4	1,262.37	5,049.48
2	LXV525.99AA1551	SC4500 Controller, Claros-enabled, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord. Standard lead time 10 days.	3	2,658.72	7,976.16
3	8572300	CL17sc Colorimetric Chlorine Analyzer with Standpipe Installation Kit, w/o Reagents. Standard lead time 5 days.	1	2,823.15	2,823.15
				Grand Total	$ 15,848.79

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the

Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.
- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over $25,000 Hach will also require the following additional information.
- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
    - Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase
Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name:	Rudy Santavicca
Title:	Regional Sales Manager
Phone:	914-703-8327
Email:	anthonyrudy.santavicca@hach.com

Approved
PO 11020023

Dale

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶20 for further wire transfer requirements.

7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to *"Speak Up!"* if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. FUNDS TRANSFERS (PAYMENTS): Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. ENTIRE AGREEMENT, TERM & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. APPENDICES: If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Be Right™

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service	***Pick&Ship***™	***Technical Support***
Protect your investment & peace of mind ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	*Pick&Ship™ Program offers a better way to keep your supplies in stock* ✓ **Convenience** of one purchase order for the entire year ✓ **Flexibility** to change, cancel or create new orders ✓ **Savings** from locking in prices & thus avoiding price surges and rush charges ✓ **Peace of mind** with automatic, reliable shipments just as you need them www.Hach.com/pickandship	*Provides post-sale instrumentation and application support* ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	***Save Time – Less Hassle***	***Save Money***
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES [1, 2, 3, 4] *Pricing Effective 4/11/2020*

Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	**Collect** [4] Handling Fee *Effective 4/11/2020*
$0.00 - $49.99	$17.99	$44.99	$83.90	$72.21	$137.27	$13.47
$50.00 - $149.99	$28.59	$84.27	$159.00	$120.84	$229.73	$13.85
$150.00 - $349.99	$50.22	$133.98	$272.91	$169.07	$329.04	$14.72
$350.00 - $649.99	$69.95	$182.91	$363.75	$228.65	$442.76	$15.48
$650.00 - $949.99	$88.16	$191.13	$399.98	$236.66	$446.10	$16.04
$950.00 - $1,999.99	$110.91	$235.85	$498.69	$280.67	$543.06	$17.52
$2,000.00 - $3,999.99	$128.04	$250.64	$513.44	$291.54	$554.54	$20.22
$4,000.00 - $5,999.99	$148.44	$260.33	$538.23	$292.89	$570.53	$24.90
$6,000.00 - $7,999.99	$175.40	$296.40	$612.84	$323.07	$622.86	$29.04
$8,000.00 - $9,999.99	$200.15	$336.83	$658.19	$360.41	$683.52	$33.51
Over $10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	$51.84

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

HACH
Be Right™

Quotation

Quote Number: 100863362v2
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 01/04/2023

Quote Expiration: 03/05/2023

CITY OF MIDDLETOWN
CITY HALL
16 JAMES ST
MIDDLETOWN, NY 10940-5724

Name: c/o KEITH HERBERT
Phone: (845) 866-0324
Email: keith.herbert@h2oinnovation.com

Customer Account Number : 011901
Customer Quote Reference: NY State Contract #PC67243

Sales Contact: Rudy Santavicca Email: anthonyrudy.santavicca@hach.com Phone: 914-703-8327

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV445.99.53112	TU5300sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version. Standard lead time 10 days.	3	3,619.88	10,859.64
2	LXV525.99AA1551	SC4500 Controller, Claros-enabled, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord. Standard lead time 10 days.	2	2,822.46	5,644.92
3	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 5 days.	4	46.48	185.92
4	LZY835	StablCal Primary Standards Set with RFID (10 NTU, 20 NTU, 600 NTU), for TU5200, TU5300sc, and TU5400sc Laser Turbidimeters. Standard lead time 5 days.	1	620.33	620.33
5	LZY915	Replacement Wiper for Mechanical Cleaning Unit, TU5300sc and TU5400sc. Standard lead time 10 days.	4	49.19	196.76
6	LQV160.99.00002	Flow Sensor for TU5300sc and TU5400sc Laser Turbidimeter. Standard lead time 10 days.	2	212.93	425.86
				Grand Total	$ 17,933.43

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.
- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over $25,000 Hach will also require the following additional information.
- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
    - Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase
Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name:	Rudy Santavicca
Title:	Regional Sales Manager
Phone:	914-703-8327
Email:	anthonyrudy.santavicca@hach.com

Approved
po 110 2023
Dale

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶20 for further wire transfer requirements.

7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. FUNDS TRANSFERS (PAYMENTS): Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. ENTIRE AGREEMENT, TERM & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. APPENDICES: If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Be Right™

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service	***Pick&Ship***™	***Technical Support***
Protect your investment & peace of mind ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	*Pick&Ship™ Program offers a better way to keep your supplies in stock* ✓ **Convenience** of one purchase order for the entire year ✓ **Flexibility** to change, cancel or create new orders ✓ **Savings** from locking in prices & thus avoiding price surges and rush charges ✓ **Peace of mind** with automatic, reliable shipments just as you need them www.Hach.com/pickandship	*Provides post-sale instrumentation and application support* ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	***Save Time – Less Hassle***	***Save Money***
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES [1, 2, 3, 4] *Pricing Effective 4/11/2020*

Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	**Collect** [4] Handling Fee *Effective 4/11/2020*
$0.00 - $49.99	$17.99	$44.99	$83.90	$72.21	$137.27	$13.47
$50.00 - $149.99	$28.59	$84.27	$159.00	$120.84	$229.73	$13.85
$150.00 - $349.99	$50.22	$133.98	$272.91	$169.07	$329.04	$14.72
$350.00 - $649.99	$69.95	$182.91	$363.75	$228.65	$442.76	$15.48
$650.00 - $949.99	$88.16	$191.13	$399.98	$236.66	$446.10	$16.04
$950.00 - $1,999.99	$110.91	$235.85	$498.69	$280.67	$543.06	$17.52
$2,000.00 - $3,999.99	$128.04	$250.64	$513.44	$291.54	$554.54	$20.22
$4,000.00 - $5,999.99	$148.44	$260.33	$538.23	$292.89	$570.53	$24.90
$6,000.00 - $7,999.99	$175.40	$296.40	$612.84	$323.07	$622.86	$29.04
$8,000.00 - $9,999.99	$200.15	$336.83	$658.19	$360.41	$683.52	$33.51
Over $10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	$51.84

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: 48-23

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				

Resolution authorizing Proposals from Trustmark and PNC Flex spending Benefit proposal (FSA) for the City's Self Sponsor Health Insurance Plan

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the attached proposal from Trustmark as the City's Self Sponsor Health Insurance Plan "Third Party Administrator" with ClaimDoc. Trustmark is the third-party agent between ClaimDoc and the provider. The cost will be $50 per person a month. Please note this is still within the savings the city is expecting by offering ClaimDoc.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the PNC Flex spending Benefit proposal (FSA). This benefit will be offered to eligible employees enrolled in the City's Self Sponsored Plan only as an added benefit. Eligible Employees will be able to contribute up to $3,050 pretax dollars towards eligible health, dental and vision out of pocket cost per year. Any unused funds up to $610 may be carried over to the next plan year. The cost per employee is $3.50 a month. Please note this is still within the savings the city is expecting by offering ClaimDoc.

Mr. Eric Meyerhoff
ClaimDoc, LLC
3200 Westown Parkway
West DesMoines, Iowa 50266

Dear Eric,

On behalf of PNC, we are pleased to provide a Proposal for:

- **Flexible Spending Account (FSA)**
- **Dependent Care Reimbursement Account (DCRA)**

This administrative services proposal represents an opportunity to expand the mutually beneficial relationship between Claim Doc and PNC. We thank you for your consideration of PNC.

It is important to choose a Consumer Driven Healthcare (CDH) and tax advantaged account provider with a long-term commitment. PNC has evidenced its commitment to this industry, and unlike many providers, our commitment is backed by the strength, stability and financial experience of the 5th largest commercial bank in the United States.

The City of Middletown and their employees can benefit from our comprehensive CDH solution. Highlights of our solutions include:

- Intuitive platform and mobile app designed specifically for benefit spending accounts
- Easy employer implementation and administration
- Comprehensive in-person, virtual or digital educational options for your employees
- Knowledgeable customer service and support
- Demonstrated success with group level implementations and program transfers

Thank you for the opportunity to present this proposal. Throughout the relationship, we will work hard to earn your trust and meet your expectations. Please do not hesitate to contact me with questions or to discuss next steps.

Sincerely,

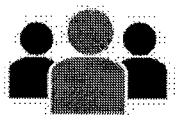
Mark

Mark Miehl
Business Development Officer
PNC Financial services
O. 412-768-7267
C. 412-523-1155

Executive Summary

Promoting a Culture of Well-Being

Organizations like yours tell us they're working hard to deliver comprehensive healthcare benefits to employees and their families. But with the pressure to promote a healthy workforce while controlling healthcare costs, this goal is getting more difficult to achieve.



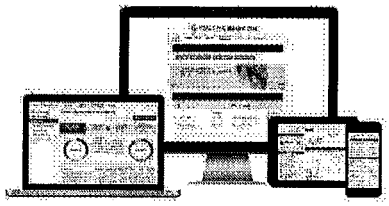
With PNC, you'll gain greater visibility into your programs, while helping your employees make informed decisions to improve their health and financial well-being.

It's important that you use this opportunity to rethink your existing programs to make sure you're using an industry-leading solution. Otherwise, you'll struggle to adequately engage and empower employees to plan for their future financial needs and may even expose your organization to higher costs and dissatisfied employees.

Improve Employee Engagement and Gain Insights into Your Diverse Population

A successful CDH program, for example requires that you look beyond simply providing your employees with access to an online portal and mobile app. It's important that you also provide them with the latest industry innovations and decision support tools designed to assist your employees with making smarter healthcare decisions.

When you work with PNC, you'll gain deeper insights about your employees, while providing them with an exceptional digital experience. As an industry thought leader, we'll be your advisor to drive future enhancements.



Empower employees to make informed healthcare choices with decision support tools and a fully integrated experience.

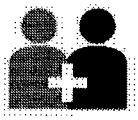
The PNC Difference

Helping your employees to achieve health and financial success largely depends on your ability to deliver a truly innovative benefits solution. With PNC as your administrator, you'll receive:

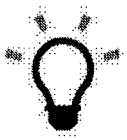
- **Robust reporting that provides valuable and important data points** — you'll gain real-time insights to better understand member behavior, characteristics and trends so you can drive the strategic direction of your programs. We provide benchmark analysis and measurements against our portfolio and, when possible, across the industry.
- **Targeted communications help you send the right message to the right employees** — with data-driven communication strategies, you'll have the tools and insights to deliver your message to the right people at the right time. We can work with you to create meaningful, sophisticated communications targeted to the different populations that make up your employee base.
- **A focus on building stakeholder engagement** — we've developed support materials and a simple user interface with your members' needs in mind. Our intuitive self-service account management platform, mobile app, educational videos and automated alerts put information and tools in the hands of your employees to help them track and manage their healthcare costs.

Teaming with You for Success

Our goal is to help you educate, engage and empower your employees so you can achieve your strategic objectives. At PNC, we have helped thousands of clients improve their Consumer Driven Healthcare (account) administration, promote better financial planning to their employees and gain valuable insights. We can help you as well. By working with PNC, you'll see that:



Our top priority is to deliver an exceptional experience to your employees. PNC's comprehensive online portal design delivers easy account management on one platform, with one PNC-issued debit card for all accounts.



Our drive to innovate sets up apart, and we'll continue to differentiate our solution. For example, we introduced additional decision support tools to help your employees make more informed healthcare decisions. Noting that our mobile users access their accounts twice as often as desktop users, we've also enhanced our mobile app to help improve the overall quality of the experience.

We bring knowledge and experience for your advantage. The PNC BeneFit Plus team brings more than 15 years of experience working with employers, healthcare providers and payers.

We blend our financial experience with deep technical know-how and an understanding of a complex healthcare marketplace. PNC is focused on this industry, and unlike many account-based program administrators, our programs are backed by the strength and stability of the fifth largest bank in the United States.

We hope to work with you so we can transform the spending account experience for employees and their families. We look forward to discussing further how PNC can team with you to provide an innovative benefits solution that promotes a culture of health and financial well-being.

PNC BeneFit Plus CDH Proposal (as applicable)				
Fee Components	**HSA**	**Standalone Healthcare FSA, Dependent Care FSA, LPFSA or QTA**	**HRA**	**Bundled / Stacked (2+ Accounts Per Employee)**
Setup / Implementation Fee	$0.00	$0.00	$0.00	$0.00
Monthly Administrative Fee	$2.00	$3.50	$3.50	$3.95
Annual Maintenance Fee	$0.00	$0.00	$0.00	$0.00
Annual Renewal Fee	$0.00	$0.00	$0.00	$0.00
Group Termination Fee	$0.00	$0.00	$0.00	$0.00
Account Closing Fee (HSA)	$0.00	$0.00	$0.00	$0.00
Debit Card Issuance Fee	$0.00	$0.00	$0.00	$0.00
Debit Card - Replacement of Lost or Stolen Card Fee	$0.00	$0.00	$0.00	$0.00
Debit Card - Additional Cards for Dependents	$0.00	$0.00	$0.00	$0.00
Check Request Fee	$0.00	$0.00	$0.00	$0.00
Monthly electronic statements	$0.00	$0.00	$0.00	$0.00
Mailed Paper Monthly Statements (Participant election)	$1.50	N/A	N/A	N/A
Other Services - Nonsufficient Funds (NSF) Fee	$0.00	$0.00	$0.00	$0.00
Other Services - Excess Contribution Distribution Fee	$0.00	N/A	N/A	N/A
Other Services - Stop Payment Fee	$0.00	N/A	N/A	N/A
Other Services - 1099 or 5498 Form Fee	$0.00	N/A	N/A	N/A
Other Services - Returned Check Fee	$0.00	N/A	N/A	N/A
Other Services - Duplicate copy of Tax Document	$0.00	N/A	N/A	N/A
Fees to Support HSA Bulk Transfers	$0.00	N/A	N/A	N/A
Fees to Support HSA Rollovers	$0.00	N/A	N/A	N/A
Discrimination Testing	N/A	$200	N/A	$200
Other HSA Administrative Fee Questions				
1. Is the monthly maintenance fee waived if the accountholder maintains a minimum balance level?	Yes, the HSA monthly administrative fee is waived if the average daily balance exceeds $5,000			
2. What is the fee for HSA Investors?	PNC BeneFit Plus offers a low cost option for employees to grow their account. Our HSA investment options are load-waived mutual funds; any transactions fees charged by the fund are waived. An annual administrative charge of 0.35% of investment balances is applied and assessed quarterly (0.0825%). Any 12b-1 fees paid by the mutual fund companies are automatically reinvested into the HSA investor's position and serves as an offset against the annual PNC investment administrative fee.			

Legal Legends:

PNC Bank proposes to use its standard documentation for these Services (including a business associate addendum) and is written for the specific Services that are the subject of the RFP. PNC Bank would consider any requested changes to this documentation, including requests to include specific terms from the RFP, and work to negotiate a mutually acceptable agreement. To the extent that the provisions of the RFP are inconsistent with our standard documents, our standard documents will govern.
This Proposal is delivered by PNC Bank, N.A. on the condition that it be kept confidential and not be shown to, or discussed with, any third party, including any financial institution (other than on a confidential or need-to-know basis with the recipient's directors, officers, employees, counsel and other advisors, or as required by law), or used other than for the purpose of evaluating this Proposal, without PNC Bank's prior written approval.

This Proposal is not a contract, a commitment to lend, an offer to enter into a contract or an offer to lend and does not obligate either party to negotiate or enter into any contract in connection with the Services described in this Proposal. Any commitment to lend will be subject to credit approval and any binding agreement to accept or provide the Services will be subject to the parties entering a written agreement that will contain terms that are acceptable to the parties. PNC Bank reserves the right to change, alter, eliminate or withdraw all or portions of this Proposal for the Services or to choose not to provide some or all of the Services. The organization to which this Proposal is addressed is responsible for all costs associated with its evaluation and due diligence efforts to review this Proposal.

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Anti-Discrimination Regulations

The U.S. Office for Civil Rights has issued final anti-discrimination regulations under Section 1557 of the Affordable Care Act (ACA). The regulations prohibit covered entities from discriminating in the provision of a health program or activity based on race, color, national origin, sex, age or disability.

Does Section 1557 apply to your company?

Section 1557 regulations apply to the following "covered entities":

- health plans, insurers, hospitals, doctors and other medical providers that receive federal funding from the U.S. Department of Health and Human Services (HHS), including Medicaid and Medicare Parts A, C and D payments (prescription-drug subsidies) but not Medicare Part B;
- qualified health plans offered on either state or federal Health Insurance Marketplaces, also known as exchanges; and
- all of a health insurance issuer's operations, including the issuer's third-party administrator services or ASO services, if an issuer receives federal financial assistance from HHS.

NO Section 1557 regulations do not apply to your company.

YES The regulations do apply. Continue to Action Items.

Action Items

1. Remove discriminatory exclusions from Plan Documents by the renewal date on or after Jan. 1, 2017.

Examples of exclusionary language include charges for services, supplies or treatment for transexualism, gender dysphoria or sexual reassignment or change, including medication, implants, hormone therapy, surgery and medical or psychiatric treatment.

Sex Stereotypes
According to the preamble of the regulations, sex stereotypes can include the belief that gender can only be binary and that an individual cannot have a gender identity other than male or female.

The Office for Civil Rights recognizes that an individual's gender identity involves the interrelationship between an individual's biology, gender, internal sense of self and gender expression related to that perception; thus the gender identity spectrum includes an array of possible gender identities beyond male and female.

Please note that the regulations do not require the addition of any benefits. If your company decides to voluntarily add a covered service, such as supplies or treatment for transsexualism, your company would only have to comply with Section 1557 if your company is a covered entity.

2. Notify beneficiaries, enrollees, applicants and members of the public of the following:

By Oct. 16, 2016, each covered entity must post the required notice and taglines in a conspicuously-visible font size in:

a. "significant publications" and "significant communications"[1]

Large-size (including 8.5"- by - 11"[2]) significant publications and communications must contain:

- The required notice*
- Taglines in the top 15 languages** for all states in which the covered entity operates (aggregated when the covered entity operates in multiple states)

Small-size significant publications and communications, such as postcards and tri-fold brochures, must contain:

- The required one-sentence anti-discrimination statement***
- Taglines in the top two languages in the states in which the covered entity operates (aggregated when the covered entity operates in multiple states)

b. conspicuous physical locations where the covered entity interacts with the public; and

c. conspicuous locations on the covered entity's website accessible from the home page of the covered entity's website.

In order for Trustmark Health Benefits to fill out the sample notice from the federal government and attach it to the "significant publications" and "significant communications"[1] that Trustmark Health Benefits produces, clients will need to provide the following to their Trustmark Health Benefits Client Managers: name of Civil Rights Coordinator; title of Civil Rights Coordinator; telephone number; TTY number, if the client has one; fax and e-mail address.

Notice Content

The notice informs beneficiaries, enrollees and members of the public of the following:

1. The covered entity does not discriminate on the basis of race, color, national origin, sex, age or disability in its health programs and activities;
2. The covered entity provides appropriate auxiliary aids and services, including qualified interpreters for individuals with disabilities and information in alternate formats, free of charge and in a timely manner, when such aids and services are necessary to ensure an equal opportunity to participate to individuals with disabilities.
3. The covered entity provides language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner, when such services are necessary to provide meaningful access to individuals with limited English proficiency;
4. How to obtain the aids and services in paragraphs (2) and (3).
5. An identification of, and contact information for, the responsible employee designated the Civil Rights Coordinator[3], if applicable for covered entities that employ 15 or more persons, to coordinate its efforts to comply with and carry out its responsibilities under Section 1557, including the investigation of any grievance communicated alleging noncompliance with Section 1557. (Please note, for covered entities that employ 15 or more persons, the covered entity has to adopt grievance procedures.[4])
6. The availability of the grievance procedure and how to file a grievance, if applicable.
7. How to file a discrimination complaint with the Office for Civil Rights.

Non-Compliance Penalties

A covered entity that does not comply with Section 1557 may face:

1. enforcement mechanisms under federal law that ultimately may result in loss of federal funding, and
2. lawsuits from individuals, including the potential for compensatory damages

Court Ruling

On Dec. 31, 2016, a U.S. District Court judge issued a nationwide preliminary injunction prohibiting HHS from enforcing certain provisions of the rules in Section 1557 of the ACA.

The plaintiffs, eight states[5] and three private entities[6], argued the rules extending antidiscrimination protections to transgender individuals and allegedly requiring the performing of and coverage of pregnancy terminations conflict with their beliefs. The federal government argued that the rules do not mandate any particular procedure, rather the rules require only that covered entities provide nondiscriminatory health services and health insurance in a nondiscriminatory manner.

Preliminary injunction

The preliminary injunction was issued after the judge determined that the federal government exceeded its authority with rules that extended anti-discrimination protections to transgender individuals and that the rules likely violated certain laws, including religious freedom protections for the private entities regarding pregnancy terminations. Other provisions of the anti-discrimination rules issued under Section 1557 of the ACA were not affected by the preliminary injunction.

Moving forward

Trustmark Health Benefits clients should consult with their attorney regarding compliance with Section 1557 rules before making any changes to their previously decided course of action.

Proposed Revisions to ACA Nondiscrimination Provision

The U.S. Department of Health and Human Services (HHS) is proposing changes to Section 1557 regulations. Section 1557 of the Affordable Care Act (ACA) prohibits discrimination on the basis of race, color, national origin, sex, age or disability under any health program or activity receiving federal financial assistance. In current Section 1557 regulations, HHS defined discrimination "on the basis of sex" to include sex stereotyping, gender identity and termination of pregnancy. The regulations apply to health plans, insurers, hospitals, doctors and other medical providers that receive HHS funding.

The HHS proposed regulations would:

- eliminate the requirement to issue an anti-discrimination notice and taglines; and
- no longer prohibit excluding coverage of gender transition services in group health benefit plans

Notice and taglines requirements: The proposed regulations would remove the requirement that group health benefit plans include notice of their nondiscrimination policies and taglines (including foreign language taglines) in significant publications informing individuals that language assistance services are available. This change would allow plans to remove nondiscrimination notices and taglines from plan communications, including summary plan descriptions, enrollment materials, summaries of material modifications, summaries of benefits and coverage, COBRA notices, benefit claim forms, EOBs and claim denial letters.

Nondiscrimination requirements: The proposed regulations would remove pregnancy termination, sexual orientation and gender identity from the definition of sex discrimination under Section 1557 regulations. In effect, the regulations would not prohibit plans that receive HHS funding from excluding coverage for gender transition services, including both prescription drugs and medical procedures. In addition, the proposed regulations narrow their scope to clarify that health insurance programs administered by entities not principally engaged in providing healthcare will only be covered by the regulations to the extent those programs receive federal financial assistance from the department.

Currently, Section 1557 regulations apply to:

- health plans, insurers, hospitals, doctors and other medical providers that receive federal funding from HHS, including Medicaid and Medicare Parts A, C and D payments (prescription-drug subsidies) but not Medicare Part B;
- qualified health plans offered on either state or federal Health Insurance Marketplaces, also known as exchanges; and
- all of a health insurance issuer's operations, including the issuer's third-party administrator services or ASO services, if an issuer receives federal financial assistance from HHS.

Proposed effective date: Under the proposal, the changes would become effective 60 days after publication of the final regulations, which is expected later in 2020.

[1]According to the preamble to the regulations, the federal government intends the scope of "significant publications" and "significant communications" of a covered entity to include not only documents intended for the public, such as outreach, education and marketing materials, but also written notices requiring a response from an individual and written notices to an individual, such as those pertaining to rights or benefits. Examples of some of these publications and communications may include: open enrollment materials; Summary Plan Description/Plan Document (however, these documents don't have to be updated until renewed on or after Jan. 1, 2017); COBRA communications; member-only Explanations of Benefits (EOBs); member-only appeals and grievance notices; other federal notices; and applications to participate in, or receive benefits or services from, a covered entity's health program or activity, as well as written correspondence related to an individual's rights, benefits or services, including correspondence requiring a response. [2]U.S. Office for Civil Rights, General Questions about Section 1557, #23 [3]The Civil Rights Coordinator is the employee responsible for coordinating efforts to comply with these anti-discrimination regulations and to carry out duties under Section 1557, including the investigation of any complaint alleging noncompliance. [4]Visit http://www.hhs.gov/sites/default/files/section1557-sample-grievance-procedure.pdf for a sample grievance procedure. [5]Plaintiffs include eight states: Arizona, Kansas, Kentucky, Louisiana, ississippi, Nebraska, Texas and Wisconsin. [6]Plaintiffs also include three religiously affiliated private entities: Franciscan Alliance, Inc., its wholly owned entity Specialty Physicians of Illinois, LLC, and the Christian Medical & Dental Society.

*Visit http://www.hhs.gov/sites/default/files/sample-ce-notice-english.pdf for a federal notice of nondiscrimination.
**Visit http://www.hhs.gov/civil-rights/for-individuals/section-1557/translated-resources/ for taglines in the top 15 languages.
***Visit http://www.hhs.gov/sites/default/files/sample-ce-statement-english.pdf for a one-sentence nondiscrimination statement.

Expect **more.**
Benefit more.

Please note: This material represents a high-level summary of ACA provisions and may not be construed as tax, legal or compliance advice. Please consult you professional benefits adviser or legal counsel regarding how these provisions may impact your specific benefit plan.

Last Updated: February 2, 2020

Trustmark
benefits beyond benefits

Annual Section 1557 Covered Entity Questionnaire

Section 1557 prohibits covered entities from discriminating in the provision of a health program or activity based on race, color, national origin, sex, age or disability.

Examples of types of covered entities include health plans, insurers, hospitals, doctors, and other health care providers which receive federal funding from HHS, including Medicaid, Medicare Parts A, C and D payments, and tax credits and cost-sharing subsidies under Title I of the ACA. (Medicare Part B is not included.)

Section 1557 requires Covered Entities to provide taglines whenever such taglines are necessary to ensure meaningful access by limited English proficient individuals to a covered program or activity. Section 1557 removes only the requirement that all significant communications contain taglines. If you check the box below, we will include the mandated taglines in your plan document.

Please let us know whether your company is a covered entity by checking one of the below statements so we can properly prepare your plan document:

☐ **My company is required to comply with Section 1557 of the Affordable Care Act, and I want taglines included in my plan document.**

☐ My company is NOT required to comply with Section 1557 of the Affordable Care Act.

Regardless of the selection above, please provide signature and date from a company officer.

Signature: _____ Date: _____

Group number:

Please email your completed form to your Trustmark Health Benefits client manager.

©2020 Trustmark Health Benefits®

AUTHORIZATION TO ACCESS PROTECTED HEALTH INFORMATION

Name of legal entity sponsoring health plan ("Plan Sponsor"): _____

The entity ("Plan Sponsor") named above provides benefits under a health plan, as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), for its employees ("Health Plan").

The purpose of this form is for the Plan Sponsor to designate the individual(s) authorized to receive protected health information (PHI) relating to the Health Plan as permitted by HIPAA.

HIPAA, at 45 C.F.R. s. 164.504(f), sets forth requirements for Plan Sponsors and Health Plans regarding the disclosure of PHI to the Plan Sponsor.

☐ By checking this box, Plan Sponsor authorizes Trustmark Health Benefits, Inc. to provide the individual(s) or classes of individuals under the control of the Plan Sponsor listed below ("Authorized Representative") with protected health information (PHI) relating to the Health Plan. The individual(s) or class of individuals listed below are authorized to receive protected health information on behalf of the health plan to the level of access indicated below:

Name of Authorized Representative	**Title of Authorized Representative**	**Company/Entity with whom Authorized Representative is affiliated**	**Level of Access Authorized (LMTD, CLM1, CLM2, FINANCE)**	**Change in Original Authorized Representative Designation (if making update to prior Authorized Rep form)**
			☐LMTD ☐CLM1 ☐CLM2 ☐FINANCE	☐Addition of new Authorized Rep ☐Change in Level of Access for existing Authorized Rep ☐Deletion of Authorized Rep
			☐LMTD ☐CLM1 ☐CLM2 ☐FINANCE	☐Addition of new Authorized Rep ☐Change in Level of Access for existing Authorized Rep ☐Deletion of Authorized Rep
			☐LMTD ☐CLM1 ☐CLM2 ☐FINANCE	☐Addition of new Authorized Rep ☐Change in Level of Access for existing Authorized Rep ☐Deletion of Authorized Rep
			☐LMTD ☐CLM1 ☐CLM2 ☐FINANCE	☐Addition of new Authorized Rep ☐Change in Level of Access for existing Authorized Rep ☐Deletion of Authorized Rep

LMTD – Allowed access to health plan information that does not involve individual claim or other health information, but that is in excess of summary health information[1] or information on whether an individual has enrolled or disenrolled in the health plan. Examples:

- Access to Plan Identification Cards
- Verification of whether a COBRA election has been made
- Verification of receipt of premium / contribution payment
- Copies of 1095-C, or similar health plan forms required by law

CLMS 1 – Allowed access to limited individual claim and health information, but not to a level that discloses an individual's health condition. Examples:

- Able to check the status of a claim of a particular date(s) of service the details of a particular health condition.
- Able to verify whether the individual has met their deductible or out-of-pocket.

CLMS 2 – Allowed access to protected health information that could include claim information that may disclose specifics about an individual's health condition. Examples:

- Able to receive detailed information about specific individual claims
- Able to receive copies of explanation of benefit statements

FINANCE – Allowed access to information about the financial status of the plan, but not allowed access to any individual protected health information. Examples:

- Able to receive reports about funding levels of the plan
- Able to receive copies of check registers related to plan funds

NOTE ON LIMITATION: Trustmark may refuse to disclose protected health information pertaining to certain sensitive diagnoses or treatments such as mental health, substance abuse and other conditions subject to special privacy considerations under federal and state privacy law that require the individual's specific written authorization.

ATTESTATION

I attest that Plan Sponsor has granted me the authority to designate the individuals listed above to receive the level(s) of protected health information specified herein relating to the Health Plan.

I understand that the designations made herein will remain in effect until I provide Trustmark Health Benefits, Inc. with written notification of any revocation or addition and Trustmark provides written acknowledgment of receipt of such revocation or addition.

Signature: _____ **Signed By:** _____

Print Name

Title: _____ **Date:** _____

[1] See definition of summary health information at 45 C.F.R. s. 164.504(a)

Trustmark
benefits beyond benefits

Finance Process Explanation/Forms

Prepared for New Clients

This guide assumes the client controls the bank account(s) to fund claim payments and pay administrative fees. The following contains all of the information that Trustmark Health Benefits needs to collect in order to set up the financial interaction between Trustmark Health Benefits and the client. Some of the set up described below is optional.

This document contains three (3) components and the explanation for each:

- **Claims Funding**
- **Refund/Adjustments/Other Recovered Funds**
- **Monthly Client Invoice**

Claim Funding (Except FSA/HRA)

Client will receive a check register weekly. This register will contain a list of all of the claims paid for the previous week, which now require funding for payments to be released. As an example, the check register could be sent on FRIDAY, with an ACH Debit from the client's account on TUESDAY. It would clear the client's account on WEDNESDAY. Trustmark Health Benefits does not normally wait for authorization before making the debit. It is Trustmark Health Benefits' expectation that funding will be available based on the check register. Check registers can be received on any day of the week of the client's choosing and will be the same day of each week going forward. Release day can also be chosen by the client.

When the check register is available, an email with a link will be sent which will take you to the mytrustmarkbenefits.com portal, where the register can be retrieved. Standardly, the register does not disclose PHI. If PHI is needed (such as employee names, SSNs, etc.), we will need it identify the contact information of the person(s) who have access to PHI. Trustmark Health Benefits will also need the client's banking information (Account number, routing number, etc.).

There will be a tab on the check register titled "**voids**". It is important to note that the voids are not netted from the draw from the client's account. The full amount shown on the check tab will be debited, and the voids will come as a separate credit.

ECHO Health is Trustmark Health Benefits' payment solution partner, consolidating and issuing 80% of Trustmark Health Benefits' provider payments electronically. An ECHO Authorization form will need to be completed for each account from which the client is authorizing funds to be pulled.

Our e-payment partner, ECHO Health, utilizes Huntington Bank (HNB) to debit requests for claims funding. Please have the below ID's added to the debit filter at your bank:

On line ID #: 9170230001 (Manual)
Direct Transmission: #1341858404 (Automated

Refunds/Adjustments/Other Recovered Funds

In the case of provider refunds, adjustments, or other recovered monies, Trustmark Health Benefits will collect the funds from the provider/vendor, and they will be placed into a Trustmark Health Benefits account. Trustmark Health Benefits will then ACH the funds back into the client's account and a separate refund register will be provided. The Trustmark Health Benefits Authorization Agreement for Debits and Credits form will need to be completed and returned.

Monthly Client Invoice

Each month, the client will receive a Client Invoice from Trustmark Health Benefits for administrative fees. This includes our administrative fees, reinsurance fees, network access fees, and other amounts that are payable. The invoice will come via secure email. The invoice will **not** contain SSN's, but **WILL** contain member ID numbers.

The invoice is a snapshot of the enrollment on the 15th of the month and is sent between the 20th-25th of the month. Any changes that occur after the snapshot will appear on the next month's invoice. Trustmark Health Benefits allows retro adjustments for additions, terminations and plan changes, going back 3 months.

We have partnered with **Invoice Cloud** to bring a fully electronic payment portal for payment of the monthly client invoice. The Invoice Cloud is accessed through the My Payment Portal link in the Trustmark Portal.

Monthly administrative fees can be paid three ways through the Payment Portal:

1. **Auto Pay** (Preferred Payment Option) - Invoices can be scheduled to pay automatically by signing up for Auto Pay. Auto Pay will initiate recurring payments on the 1st of each the month.
2. **Scheduled Recurring** - Invoices can be scheduled to pay automatically each month on the same calendar day. Just select Scheduled Recurring Payments under My Profile and follow the onscreen instructions.
3. **On-demand** - Invoices can be scheduled to pay by selecting the on-demand option. Click on the Pay My Invoices button right on the home screen and follow the instructions. This is nonrecurring and will require action each month to initiate the payment.

Our payment portal partner, Invoice Cloud, utilizes Chase Bank to debit requests for payment for the monthly administrative premium list bill. Please have the below originator ID added to the debit filters at your bank:

Originator ID #: 0000063576
Originator: Trustmark Health
Alternate Company Name: Invoice Cloud

Steps for access to the Trustmark payment portal:

1. Client users must register for the Trustmark portal and provide the selected user name to the Trustmark Client Manager.
2. The Trustmark Client Manager will assign access to the payment portal for the client's designated primary user only.
3. The monthly client invoice will be sent via secure email to the requested recipients.
4. After the initial monthly client invoice is available, the primary user will log in to the Trustmark Portal and select My Payment Portal under the Quick Links drop down menu.

5. After clicking the My Payment Portal Link, the designated primary user is attached as the owner of the account.
6. The Payment Portal is now active. The client notifies Trustmark that their Payment Portal registration is now complete for the primary user
7. The Trustmark Client Manager can now provide access to additional users as requested by the client.

Payment portal helpful hints:

- The My Payment Portal Link will not function until the initial invoice is sent.
- The designated primary user aka account owner is the only user that will have access to stored banking information.
- Additional users will be granted access to the Payment Portal only after the primary user/account owner has completed the entire registration process. Although all client users will see the My Payment Portal icon, the link will not function until access is granted by Client Management.
- Additional users cannot access stored banking information but are able to make a payment by reentering the banking details.
- Trustmark is not able to accept credit/debit card payments.

ECHO AUTHORIZATION AND GUARANTEE AGREEMENT

FOR
AUTOMATED CLEARING HOUSE ("ACH") AUTHORITY

EMPLOYER BENEFIT PLAN NAME:	
BENEFIT PLAN GROUP NUMBER:	
TPA NAME:	TRUSTMARK HEALTH BENEFITS, INC.

Employer Benefit Plan hereby authorizes ECHO Health, Inc., hereinafter called "ECHO", to initiate debit entries for approved benefit plan payments and to initiate, if necessary, credit entries and adjustments for any debit entries in error, and refunds received to Employer Benefit Plan's account indicated below at the depository named below, hereinafter called "Depository".

DEPOSITORY NAME:			
DEPOSITORY ADDRESS:			
CITY, STATE, ZIP:			
ROUTING ABA NUMBER: (must be 9 digits)		**ACCOUNT NUMBEI**	

(Please include a copy of a Canceled Check)

Employer Benefit Plan does hereby agree and guarantee that the funds will be on deposit in the account specified above within twenty four (24) hours of its approval of benefit payments from its Third Party claim administrator. Further, funds, once available, will be withdrawn from this account and deposited in an account established by ECHO under the Employer Benefit Plan's name at ECHO's clearing bank. Failure to fund the above account in such timely manner may result in a delay of payments. Any fines or penalties assessed to the account established by ECHO will be the responsibility of Employer Benefit Plan. Continued failure to fund such account in this timely manner may result in a loss of service for the payment of claims.

ECHO will pay the costs related to the establishment, maintenance and activity of accounts at its clearing bank or banks. Any credits or interest earned by reason of the maintenance and use of such accounts shall be the property of ECHO and may be used by it, including, but not limited to the payments of such costs.

This authority and guarantee is to remain in full force and effect until ECHO and Depository have received written notification from Employer Benefit Plan of its termination in such time and in such manner as to afford ECHO and Depository a reasonable opportunity to act on it.

EMPLOYER BENEFIT PLAN NAME:	
EXECUTED BY:	
TITLE:	
SIGNATURE:	
DATE:	

TRUSTMARK HEALTH BENEFITS AUTHORIZATION AGREEMENT FOR DEBITS & CREDITS

COMPANY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):	
ADDRESS:	
CITY, STATE, ZIP:	

I/we authorize TRUSTMARK HEALTH BENEFITS, INC., hereinafter called COMPANY, to initiate the following Electronic Fund Transfers with the financial institution named below, hereinafter called FINANCIAL INSTITUTION.

- ☐ Provider Refund Credits
- ☐ COBRA Reimbursement Credits
- ☐ Other Recovered Funds *(examples: class action settlements, subrogation recoveries, RX rebates)*

Select one: ☐ Checking Account or ☐ Savings Account

FINANCIAL INSTITUTION NAME:			
BRANCH:			
CITY, STATE, ZIP:			
ROUTING ABA NUMBER: (must be 9 digits)		**ACCOUNT NUMBER:**	

EFT Notifications

PRIMARY NOTIFICATION EMAIL ADDRESSES	
REMITTANCE ADVICE/PAYMENT BACKUP NOTIFICATIONS (up to three email addresses may be included):	1)
	2)
	3)

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

NAME:	
TITLE:	
EMAIL ADDRESS:	
SIGNATURE:	
DATE:	

HRA/FSA Debit Cards

Prefund Amount:

The debit card vendor requires a prefund of 3 to 5 percent of the annual elections. The debit card vendor requires this amount outside the daily or weekly funding of the debit card transactions. During open enrollment, Trustmark Health Benefits will calculate the 3% or 5% prefund amount based on the total annual elections of the flex plan. Trustmark Health Benefits will then authorize the debit card vendor to pull the 3% or 5% prefund from the account listed on the ACH authorization agreement the client will need to complete and have on file with Wex (debit card provider).

Our debit card vendor completes a true up each year to confirm the client is either at the 3% or 5% prefund amount. If over or under, they will either request additional funds to ensure the client is at the agreed upon prefund percentage or will credit funds back if they are overfunded on their prefund percentage. If a client terms, the prefund amount is credited back 120 days after client termination to the account listed on the ACH authorization form.

Funding of Debit card transactions:

If a client chooses a prefund of 3%, the debit card vendor will pull daily from the account listed on the ACH authorization form to fund the previous day's debit card transactions. The debit card pulls are being pulled from PREAUTHORIZED WD BANCORPSV BANCORPSV WH-TRUSTMARK HEALTH BENEFITS INCORPORATED-9994-SETTLE PURCHASE. The client will then receive a daily e-mail verifying the amount being pulled from their account to fund the debit card transactions. This e-mail comes from reports@evolution1.com

If a client chooses a prefund of 5%, the debit card vendor will pull weekly from the account listed on the ACH authorization form to fund the previous week's debit card transactions. The debit card pulls are being pulled from PREAUTHORIZED WD BANCORPSV BANCORPSV WH-TRUSTMARK HEALTH BENEFITS INCORPORATED-9994-SETTLE PURCHASE. The client will then receive a weekly e-mail verifying the amount being pulled from their account to fund the debit card transactions. This e-mail comes from reports@evolution1.com

FSA/HRA Check/Direct Deposit: Reimbursement for manual claim submissions

Funding Checks and Direct Deposits issued: Based on the clients processing cycle, checks and direct deposits can be issued daily, weekly, semi-monthly, or monthly. To fund the checks and direct deposits issued, the client will complete an ECHO ACH authorization form. After each processing, the client will receive a funding notification outlining the amount being pulled from the account listed on the ECHO ACH authorization form. This report comes from DoNotReply@trustmarkbenefits.com. This report can also be pulled by accessing mytrustmark benefits.com and clicking the Trustmark Health Benefits FSA/HRA link under my client links.

The funding for the checks/direct deposits are being pulled from HNB-Trustmark Health Benefits

Payment Solutions
The Bancorp Bank
America's Leading Private Label Banking Provider

MEMBER FDIC
Banking Services Provided by The Bancorp Bank

The Bancorp Bank Payment Solutions Group

AUTHORIZATION FOR ACH DEBITS / CREDITS

_____

Depositor Name as Shown on Bank Records

_____

Checking Account Number/ Transit Routing Number
(A voided check or spec sheet must be attached for this account)

TO: _____

_____

(Bank Address: Street, Box #, City, State and Zip Code)

Depositor authorizes The Bancorp Bank to present automated debits and credits to and from the above listed account as required to perform their responsibilities related to processing Depositor's benefit program. This authorization will remain in effect until revoked by Depositor in writing and until you actually receive such notice Depositor agrees that you shall be fully protected in honoring any such ACH transaction.

Depositor agrees that your treatment of each such ACH transaction and your rights in respect to it shall be the same as if it were a check signed by Depositor.

I authorize payments to be withdrawn daily or weekly as needed.

Dated this _____ day of _____, 20_____.

_____

Signature of Depositor in Agreement with Bank Records

Please update your ACH filter (on the above reference account) to grant access to The Bancorp Bank. The Bancorp Bank identification number is: **1050006509.**

HEALTH CARE REFORM ACT – PUBLIC GOODS POOL
DOH-4403 INSTRUCTIONS

This form is to be completed by a payor whose status has changed from the original election as it relates to whether a TPA/ASO is utilized for claims processing.

Effective Date: Enter effective date of status change.

Payor Information: Enter payor name, federal identification number (FEIN), contact person, and phone #.

Type of Status Change: If you are adding or changing a TPA/ASO organization, check appropriate box on type of status change being submitted.

Previous TPA/ASO Information: Enter previous TPA/ASO name/FEIN, if applicable.

New or Additional TPA/ASO Information: Enter new or additional TPA/ASO name, FEIN, address, contact person, and phone number.

Check one of the following: Check appropriate box regarding claims run out, if applicable.

Signature Section: An authorized individual from the electing payor's company must sign and date the form.

NEW YORK STATE DEPARTMENT OF HEALTH
Division of Finance and Rate Setting

Third Party Administrator (TPA) or Administrative Services Only (ASO) Status Change

HEALTH CARE REFORM ACT – PUBLIC GOODS POOL

This form must be completed if an electing payor is adding or changing their TPA/ASO.

Effective Date: _____

PAYOR INFORMATION:

Payor Name: _____ Payor FEIN: _____

Contact Person: _____ Phone #: _____

Type of Status Change (check appropriate box):

☐ **Additional TPA/ASO** (complete Section II only)

☐ **Changing TPA/ASO** (complete Sections I, II & III)

I. PREVIOUS TPA/ASO INFORMATION:

TPA/ASO Name: Trustmark Health Benefits TPA/ASO FEIN: 35-184603D

II. NEW or ADDITIONAL TPA/ASO INFORMATION:

TPA/ASO Name: _____ TPA/ASO FEIN: _____

Address: _____

_____

TPA/ASO Contact Person: _____ TPA/ASO Phone #: _____

III. CHECK ONE OF THE FOLLOWING:

☐ Previous TPA/ASO will continue to process claims and file reports for all dates of service prior to the change for a period of one year following the end of the year in which the change in TPA occurred or until all such claims have been adjudicated, at which time a final monthly report with a copy of this form indicating same will be filed.

☐ All self-insured claims that previous TPA/ASO was responsible for have been adjudicated effective _____.

☐ New TPA/ASO is assuming responsibility for all pending claims and HCRA reporting requirements.

Signature of Payor: _____ **Date:** _____

Please mail completed form to:
Mr. Jerome Alaimo, Pool Administrator
Office of Pool Administration
Excellus BlueCross BlueShield, Central New York Region
P.O. Box 4757
Syracuse, New York 13221-4757

Trustmark®
benefits beyond benefits

Administrative Services Proposal

PREPARED FOR:

City of Middletown, NY

Effective Date:
3/1/2023

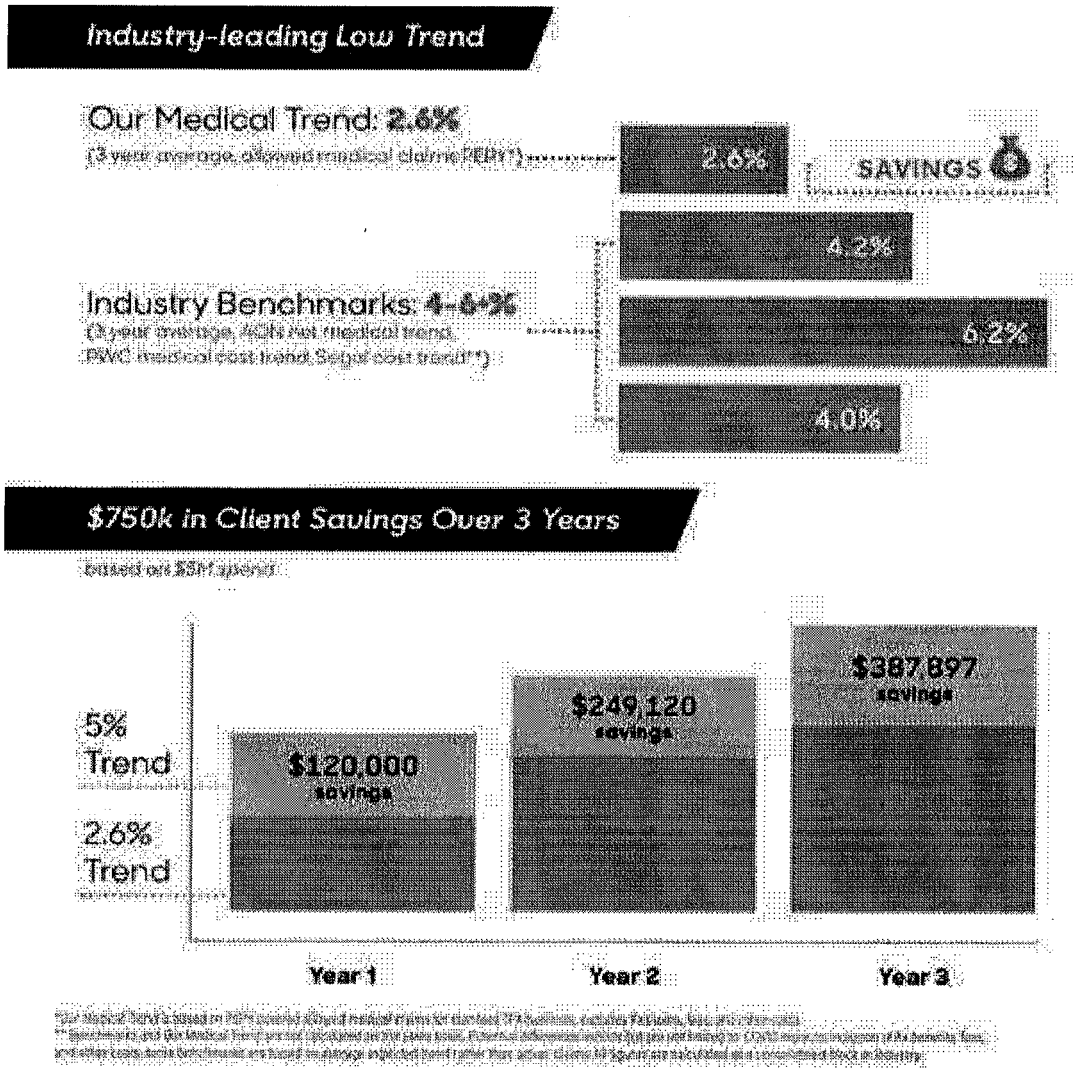
Proposal Date:
1/30/2023

SUBMITTED BY:

Tracy Onorofsky
Regional Sales Director
c: 484.425.0783
e: tonorofsky@trustmarkbenefits.com

Trustmark Delivers Value

Trustmark Health Benefits' 3-year medical cost trend leads the industry with a low 2.6% average, translating to real savings for our clients. We keep costs low. We've consistently delivered lower trend compared to industry benchmarks since 2016. Our NPS score of 63 attests to the real results we have delivered to our clients.



How do we do it?

Our results-driven strategy includes a combination of targeted claims processing, data driven insights and recommendations, effective products and solutions, and flexibility and innovation.

Targeted Claims Processing Generates an Additional 15% Savings

Targeted claims processing includes hospital bill audits, intensive reviews of high-cost services and diagnoses, subrogation review, fraud review, and waste and abuse analysis. Expert claim analysts review high-cost claims to capture billing errors, waste, abuse, and negotiate savings opportunities.

We purposely limit our auto-adjudication rate to 65% so that 35% of impactful claims get high touch claims processing. The result is another 15% savings on those claims. Our experts analyze bundling/unbundling, invalid coding, exceeding maximum reasonable units, procedure frequencies that are out of line, physician notes, radiology results, and consistency of billing practices for ongoing services.

Core Solutions for Billed Price Reductions Increase Savings by $13 PEPM

We offer 50 network options and analyze geography, access, fees, and network requirements to recommend the best solution for you. We deliver average in-network discounts of 54% to our clients. We have the flexibility to maintain and administer custom networks for new and cutting-edge options. Our out of network solutions produce an average 61% savings using the MultiPlan/Data iSight approach and an average of 65% savings using ClearHealth Strategies reference-based pricing. By implementing the MultiPlan/Data iSight approach we increased discounts from 45% to 61%, thereby increasing savings by $13 per employee per month.

Reference Based Pricing Produces a 40% Lower PEPM

Trustmark offers reference or metric based pricing (RBP) strategies for clients as an alternative to a traditional network reimbursement methodology. Trustmark has partnerships with ClearHealth Strategies, ELAP Services, Advanced Medical Pricing Solutions (AMPS), HST and ClaimDOC. Each vendor is unique in the approach and repricing methodology and offers alternative fee structures. We ensure RBP is the right approach for our clients by analyzing geography, key provider acceptance, and ensuring appropriate member education, advocacy and support are in place. Our Connect concierge service has been key in ensuring high member satisfaction with their benefits under reference-based pricing. Trustmark reference-based pricing clients experience a 40% lower per employee per month cost, and the percent of our business using RBP has tripled since 2018.

PBM Contract Management and Oversight Produces Double Digit Savings

We audit our preferred PBMs and continuously evaluate our contracts to ensure they are market competitive, with appropriate utilization management, flexibility, and member satisfaction. Our contract management has resulted in a 15% annual increase in rebates and a 12-15% total network cost savings compared to prior contract terms.

Data Driven Insights

We use data to make recommendations that will help control your costs such as changes to your prior authorization list to control overutilized services, dependent eligibility audits, specialty drug management, and preferred stop loss relationships.

Trend and Cost Management Solutions

Each client we work with is unique, and through our experience and use of data analytics, we will help you build the solution that will provide value and lower costs for you and your members. We are honest about savings, through vetting and scrutinization of the savings and ROI data to ensure there is true value in the programs we recommend. Client specific population needs are addressed through condition specific programs for diabetes, oncology, dialysis, and maternity. Claim type analysis programs target emergency room, outpatient surgery, behavioral health, advanced imaging, and specialty RX.

Trustmark Drives Value

Results and service make the difference and Trustmark delivers results while maintaining excellent service and support to you and your members.

You Choose, We Deliver

Core Administrative Services & Management

- Medical Benefits Administration
- Dental Benefits Administration
- Flexible Spending Account Benefits Administration
- Healthcare Management (Utilization Management & Case Management)
- Health Reimbursement Arrangement Benefits Administration
- Health Savings Account Integration
- Pharmacy Benefits Integration and Class Action Participation Services
- Short Term Disability Benefits Administration
- Vision Benefits Administration
- COBRA Benefits Administration
- Eligibility & Enrollment Management
- Fiduciary for Claim Determinations & Claim Appeals
- High Deductible Health Plans
- Multi-Tiered Network Plans

Cost Containment Solutions

- Enhanced Claims Control through:
  - Critical Claims Unit
  - Hospital Bill Review
  - Out-of-Network Savings
  - Dialysis Centers of Excellence
  - Fraud, Waste and Abuse Review
  - Medical Specialty Drug Management
  - Subrogation
- Network Management
- Reference-Based Pricing Options
- Stop Loss Reinsurance Plan Protection
- Telehealth visits through Teladoc Health (Medical, Behavioral Health, Dermatology, Caregiving, myVirtualCare Access, Primary 360)
- Transplant Centers of Excellence

Employer Support Services & Tools

- Claim Fund Accounting Support
- Comprehensive Data Analytics
- Compliance Services and Support
- myTrustmarkBenefits.com Employer Web Portal
- Simplified List Billing

Employee Assistance & Decision Support Tools

- Advocacy & Navigation through Included Health
- Connect Member Advocacy
- Digital Savings Solution
- Healthcare BluebookTM Cost & Quality Transparency Tool
- Health Shopper Discount Program
- MyNurse 24/7
- myTrustmarkBenefits.com Employee Web Portal
- myTrustmarkBenefits Mobile App
- myTrustmarkBenefitsWire
- myHealthCenter
- myHealthCenter Mobile App
- Online Payment Manager
- PayActiv Financial Wellness Tool
- Simplicity Payment Plans

Population Health Solutions

- Diabetes Management
- Fitness Membership Discounts
- Integrated Behavioral Health
- Oncology Management
- Special Delivery Maternity Management
- Wellness and Disease Management

Ancillary Administrative Services

- Dependent Eligibility Audits
- Retiree Services
- Medicare D Administration

Trustmark Health Benefits Financial Summary

City of Middletown, NY | **Effective Date: March 1, 2023** | **Proposal Date: January 30, 2023**

Trustmark Health Benefits Administration

	Employees	Per Employee Per Month	Monthly	Annualized
Medical Administration	392	$ 19.25	$ 7,742.00	$ 92,904.00
Healthcare Management (Utilization Review and Case Mgmt.)	392	$ 3.95	$ 1,548.40	$ 18,580.80
Trustmark Health Benefits ClaimDOC Integration Fee	392	$ 7.25	$ 2,842.00	$ 34,104.00
[illegible] Advocacy Includes 24/7 Nurse Line)	392	$ 5.75	$ 2,254.00	$ 27,048.00
PBM Integration	392	$ 2.10	$ 823.20	$ 9,878.40
Stop Loss Integration	392	$ 1.20	$ 470.40	$ 5,644.80
Broker Commission	392	$ 10.00	$ 3,920.00	$ 47,040.00

Included in Medical Administration Fee:

Claim Adjudication
Customer Service with Toll Free Phone Line
Electronic Processing of Eligibility Information
Initial Summary Benefit of Benefits & Coverage (SBC); Restatement - $300 per plan
Online Payment Portal for Monthly Admin Services Billing
Initial Summary Plan Description (SPD); Restatement - $500 per plan
Monthly Administrative Services Billing
Claim Funding Services via Direct ACH to Client's Account, Escheat & Reconciliation Services
Beyond Insights Reporting and Analytics Tool
Initial and Replacement ID Cards Mailed to Homes; Full Re-issue $1.50 per employee
State Surcharge Payment and Filing
EDI Integration Services for up to two vendors
Designated Client Management Team
Network Integration and Repricing
Premium Management and Payment to Vendors
Stop Loss Integration, Reporting, Claim Filing
Form 5500 Support
PBM Integration Including Accumulators and Reporting
Implementation Management and Communication Materials Development
Mobile App
Online Administrative Portal (Employees, Brokers, Providers)
Online Payment Manager (Provider Payments for Member Cost Share via Portal)
Active and Fit Direct (National Fitness Facility Discounts)
Health Shopper (Discounts for IRS Approved Items)

Total Trustmark Health Benefits Administration	$ 50.00	$ 19,600.00	$ 235,200.00

Reference Based Pricing Solution (RBP)

ClaimDOC Reference Based Pricing for Facilities — 10% of Billed Charges
See attached ClaimDOC RBP proposal for additional details

Total Network Administration for Physicians Only	$ -	$ -	$ -
Total Trustmark Health Benefits and Physicians Only Network Administration	$ 50.00	$ 19,600.00	$ 235,200.00

Self-funded plans are administered by Trustmark Health Benefits, Inc.

Trustmark Health Benefits, Inc. is a subsidiary of Trustmark Mutual Holding Company.

Trustmark Health Benefits Financial Summary

Additional Service Offerings and/or Optional Services

check (√) if accepting		
☐	Dental Claims Administration	$3.35 per employee per month
☐	Vision Claims Administration	$1.00 per employee per month
☐	Short Term Disability Claims Administration	$1.25 per employee per month
☐	Flexible Spending Accounts (FSA) with Debit Cards for ees and deps over 18 years of age. Monthly minimum $250	$5.50 per participant per month
☐	Flexible Spending Accounts - Med & Dep Care	$6.00 per participant per month
☐	Flexible Spending Accounts - Medical Only	$4.50 per participant per month
☐	Flexible Spending Accounts - Dep Care only	$3.00 per participant per month
☐	Flexible Spending Accounts - Transit only	$1.60 per participant per month
☐	Flexible Spending Accounts - Discrimination Testing	$750 flat fee
☐	Replacement FSA debit cards	$5.00 per card
☐	COBRA Administration*	$1.00 per employee per month + 2% of collected premium (monthly minimum of $125)
☐	Health Savings Accounts Administration (Health Equity)	$2.25 per participant per month
☐	Health Savings Accounts (Integration with other vendor)	$0.35 per participant per month + banking fees
☐	Health Reimbursement Accounts	$4.00 per participant per month
☐	Primary360 Virtual Primary Care Solution - $55 Medical Consult ($165 initial patient visit; $99 established patient visit)	$3.00 per employee per month
☐	Primary360 Virtual Primary Care Solution - $0 Medical Consult ($165 initial patient visit; $99 established patient visit)	$3.80 per employee per month
☐	Teladoc ($55 medical consult, $85 dermatology consult fee)	$1.30 per employee per month
☐	Teladoc (no copay arrangement, dermatology available for $85 consult fee)	$2.00 per employee per month
☐	Teladoc with behavioral health ($220 initial evaluation psychiatrist, $100 ongoing visits, $90 psychologist).	$0.25 pepm added to either of the base fees above
☐	Digital Savings Solution Package A: Includes Teladoc $0 copay, medical, behavioral health, transparency tool with engagement rewards and doctor quality, and ROI guarantee.	$3.95 per employee per month
☐	Digital Savings Solution Package B: Includes Teladoc $55 copay, medical, behavioral health, transparency tool with engagement rewards and doctor quality, and ROI guarantee.	$3.25 per employee per month
☐	Healthcare Management Option 1: Add On - Limited outpatient surgeries, outpatient joint replacements, cosmetic procedures, varicose veins, cochlear implants	$0.15 per employee per month
☐	Healthcare Management Option 2: Add On - DME over $2500, radiation/chemotherapy, dialysis, genetic testing, interventional radiology, MRI/PETs (not done in ER), PT/OT/ST after 12 visits, limited high cost drug review.	$1.50 per employee per month
☐	Diabetes Management with Livongo	$67 per participant per month (6 month min)
☐	Special Delivery Maternity Management	$0.15 per employee per month plus $135 per hour
☐	Support Solution Integrated Behavioral Health (5 Visits) - Buyup**	$3.00
☐	Support Solution Integrated EAP (5 Visits) - Standalone**	$1.93
☐	Benefit Enrollment Service	Quoted upon request
☐	Connect - member concierge	$5.75 per employee per month
☐	24/7 Nurseline	$0.75 per employee per month
☐	Medicare D Option 1: Full Service - plan creditability plus letter services	$0.50 pepm + $150 per hour for plan creditability services
☐	Medicare D Option 2: Plan Creditability analysis only	$150 per hour
☐	Medicare D Option 3: Mailing and Customer Service	$0.50 pepm
☐	Medicare D Retiree Subsidy Services	Over 50 employees 30% of subsidy. Less than 50 employees, $6000 flat fee for each application.
☐	Dependent Eligibility Audit	$1500 implementation fee plus $15.00 per dependent per audit plus postage
☐	Healthcare Bluebook (Doctor Quality, Rewards and Care Connect) - Buyup	$1.50 per employee per month + per case fees

Trustmark Health Benefits Financial Summary		
☐	Paper or Manual Eligibility Processing	$2.25 per employee per month
☐	Ancillary Billing Services	$0.50 per employee per month
☐	Cash Location Billing Services	$30 per bill
☐	Memo Billing Services	$15 per bill
☐	Retiree Billing	$4.00 per employee per month
☐	Invoice Payment Services	$25 per vendor
☐	Custodial Bank Account	$0.75 per employee per month
☐	Premium Equivalent Funding Arrangements	$1.00 per employee per month
☐	Manual Release of Claims	$1.00 per employee per month
☐	Multiple Funding of One Check Register	$50 per funding location
☐	Special Funding Report Requests	$25 per report
☐	Run-out claims administration	125% of ending administrative fee multiplied by the ending 3 months enrollment, for applicable service. This provides 3 months of run-out administration and is due at time of termination. If additional months are requested, then the fee is $25 per transaction, up to 12 months total.
Population Health Management		
☐	Population Health Management Package - Essential (6 conditions)	$5.00 per employee per month
☐	Population Health Management Package - Complete (19 conditions)	$5.50 per employee per month
☐	Biometric Physician Forms	$16.00 per form

**Fee subject to change pending confirmation of enrollment*

***Cannot be used with Aetna 2.0, Aetna 2.5, Cigna or Anthem Network*

Trustmark
benefits beyond benefits

Terms and Conditions for Trustmark's Proposed Fees

The effective date of this proposal is March 1, 2023. Trustmark's proposal will expire if not accepted within 30 business days of the proposed effective date of services provided by Trustmark.

The services proposed by Trustmark are based on City of Middletown, NY current benefit plan design(s) submitted to Trustmark (when applicable) and assumes compliance with both network requirements and Trustmark's plan and administrative best practices. Any changes in benefit plan design(s) prior to the effective date of this proposal may be reviewed to determine any impact on Trustmark's services and fees.

Our proposal assumes the use of electronic EOBs.

Trustmark's proposal is based on 392 covered employees. Should the enrollment on the effective date be more than 10% different than enrollment quoted, or another division/company is added or deleted, Trustmark reserves the right to review and revise our proposal if necessary.

Trustmark's proposal is contingent on the execution of contract terms set forth in our Administrative Services Agreement (ASA). A sample of this agreement is available upon request.

Trustmark's proposal includes broker commissions of $10.00 PEPM.

In the event City of Middletown, NY purchases a stop loss policy from one of Trustmark's preferred stop loss carriers, Trustmark may receive compensation from the stop loss carrier of up to 3%.

Proposal assumes a non-preferred Trustmark Stop Loss carrier, in the event City of Middletown, NY purchases a stop loss policy from a preferred carrier a reduction of $1.20 PEPM will be applied to Trustmark's fees.

Proposal assumes a non-Preferred PBM. In the event Elixir, CVS Health, Cigna or Southern Scripts is the PBM through Trustmark's national contract, a $2.10 PEPM reduction will be applied to the administration fee.

Trustmark fees are guaranteed for 12 months provided the services remain the same. Trustmark's fees reflect a 1 year Initial Term for services quoted. Twelve months of fees are due with no early termination provision. A ninety (90) day termination notice is required.

Fees and charges from third-party subcontractors, networks, and/or outside vendors cannot be guaranteed by Trustmark. Fees and charges may vary based on solution selected, including network run out fees.

Data transfer fees may apply during the installation process based upon data source and file configuration. EDI initial setup fees and/or integration fees may apply.

Eligibility feeds assume the use of our standard enrollment format. Additional fees may apply for custom configuration.

Initial, ongoing production and bulk shipment of ID cards is included in our fees. ID card standards include:

- Individual cards for each family member.
- If a mass reissue of cards is required, there is a charge of $1.50 per employee.
- Customized ID cards for groups under 750 enrolled employees will incur a fee of $2,500.

In addition to fees already presented, your plan may be subject to additional fees from the following: physician reviews (medical or dental, if applicable), American Dental Examiners, medical records fees, printing costs, funding delinquency notices, translation and/or interpretation services, extensive travel expenses, and other miscellaneous expenses.

The fees quoted do not include the Patient Centered Outcomes Research Institute (PCORI) fees or other fees imposed on plan sponsors under the Affordable Care Act. These fees are the responsibility of City of Middletown, NY.

A No Surprises Act/Transparency in Coverage Rule Compliance fee of $1.35 PEPM will be applied to the monthly claims fund register. Additionally 30% of savings for Qualified Payment Amount (QPA) when Multiplan is the vendor applies, and Independent Dispute Resolution (IDR) fees are charged at cost.

If any of the assumptions set forth above are incorrect, Trustmark reserves the right to amend this proposal, including but not limited to, increasing fees.

Self-funded plans are administered by Trustmark Health Benefits, Inc.
Trustmark Health Benefits, Inc. is a subsidiary of Trustmark Mutual Holding Company.

Acceptance for Trustmark's Services

By signing this page, you are accepting the Trustmark Health Benefits (Trustmark) services elected, along with terms and conditions presented. This only confirms your options selected while the Trustmark Administrative Services Agreement (ASA) will detail all services elected and a commitment to services requested.

Accepted and agreed on the _____ day of _____
(1-31) *(Month & Year)*

City of Middletown, NY	Trustmark Health Benefits, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. _____

Sec'd by Ald. _____

Date of Adoption 02.07.23

Index No: Introduction of Local Law #1 of 2023

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				

LOCAL LAW #1 OF 2023

A LOCAL LAW TRANSFERRING AUTHORITY REGARDING THE FIRE POLICE TO THE FIRE DEPARTMENT

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

Section 1. Purpose of this Enactment. The purpose of this enactment is to transfer authority regarding the Fire Police from the Police Commission to the Fire Department.

Section 2. Paragraph 4 of Section 129 of the Charter of the City of Middletown is hereby deleted in its entirety.

Section 3. Paragraph 5 of Section 129 of the Charter of the City of Middletown is hereby replaced in its entirety to read as follows:

5. To provide by rule or regulation as to the qualifications of a person to be a police officer of said city, or to be chief of police, a lieutenant of police or a sergeant of police of said city; or to be a special police officer; provided, however, that no person not

theretofore a police officer of the city shall receive an original appointment as police officer unless he is over the age of twenty-one years and under the age of thirty-five years; and no person shall be appointed to membership in the police force or continue to hold membership therein, who is not a citizen of the United States or who has been convicted of a felony or who cannot understandingly read or write the English language or who shall not have resided in this state during one year next preceding his appointment; and no person shall continue to hold his position as police officer or as a member of the police force in any capacity after he has reached the age of sixty-five years.

Section 4. Paragraph 7 of Section 129 of the Charter of the City of Middletown is hereby replaced in its entirety to read as follows:

7. To enact, modify and repeal orders, rules and regulations for the government and discipline of the police department; to define the duties of all police officers and of the chief of police, the lieutenants of police and the sergeants of police; and to define the powers and duties of special police officers.

Section 5. Section 159-A of the Charter of the City of Middletown is hereby replaced in its entirety to read as follows:

§ 159-A. The Mayor, after receiving recommendations from the Chief of the Fire Department, shall appoint qualified persons to be fire police of the City of Middletown. The Mayor shall appoint such number of persons to be fire police as he/she deems to be necessary and proper. The persons appointed as fire police shall hold office for one (1) year from time of appointment.

(1) All applicants for appointment as a fire policeman, shall be citizens of the United States, over the age of twenty-one (21) years, residents of the City of Middletown, and members of a volunteer fire company organized in the City of Middletown. No person shall be appointed as a fire policeman who shall have been previously convicted of a felony or a misdemeanor involving moral turpitude.

(2) All persons appointed as fire policemen shall take an oath of office as prescribed by New York General Municipal Law Section 209-c or any successor statute.

(3) No person may take the oath of office as a fire policeman without first completing all of the training required for peace officers and fire police by New York State law and the Division of Criminal Justice Services ("DCJS"), including training in the use of firearms and other weapons and in the use of physical and deadly physical force.

(4) Upon filing the oath of office with the City Clerk, such appointees shall thereupon, as required by New York State law, become vested while on duty with all the powers and shall discharge all the duties of peace officers.

(5) The Chief of the Middletown Fire Department or his/her designee must submit a Peace Officer Registry Entry/Certification of Initial Appointment form to DCJS for each new appointee. However, Section III of this form does not have to be completed; nor does the form have to include the signature of the City's Civil Service Administrator. Additionally, the Chief or his/her designee must annually transmit to DCJS no later than January 15th a list of those peace officers who are members of the fire police squad or those who have ceased to serve in the previous twelve months.

(6) It shall be the duty of the fire police, to detect and prevent fires; to place fire lines so as to provide facilities for the Fire Department to work advantageously; to keep unauthorized persons outside such fire lines; to aid and assist the police department in regulating highway traffic to and from all fires; to enforce all ordinances of the City relating to the protection of the fire department apparatus and members. The fire police shall obey all orders, rules and regulations as promulgated by the Chief or any assistant Chief of the Fire Department. Additionally, fire policemen, when not engaged in actual firefighting duties, are subject to and subordinate to the authority of all police officers, State Troopers, and County Sheriff's deputies.

(7) Fire police are not authorized to carry firearms or weapons while on duty, unless specifically authorized to do so by the Mayor for a specified event; however, no member of the fire police can carry a firearm on duty unless he/she possesses the appropriate license to do so pursuant to Section 400.00 of the New York Penal Law.

(8) The Mayor may at any time he/she deems necessary and for the public interest deputize and appoint for such period as he/she may direct, any fire policeman as a special police officer as provided by § 129 of this Charter and such fire police shall thereupon become vested with and shall discharge all the duties of police officers.

(9) Any fire policeman during the tenure of his/her appointment shall be accorded and possessed with the same rights and privileges if injured or killed while in the active performance of his/her duties as are now accorded and possessed by volunteer firemen by the laws of the State of New York.

(10) Fire police are to be disciplined in the same manner as paid firemen in accordance with Section 157-B of this Chapter. Fire police are subject to and entitled to the protections of all provisions of Section 157-B.

(11) For the purpose of furthering the objects for which they are appointed and in conformity with the requirements of the Fire Department, the fire police are authorized and empowered to form an organization to be known as the Middletown Fire Police; to elect one captain, one sergeant, one roundsman, a secretary and a treasurer, as their officers, and to adopt by-laws for the guidance of the organization not inconsistent with the provisions of this Charter, which by-laws must be approved by the Mayor and Common Council. Such fire police may adopt a uniform, cap and badge for their better identification, subject to the approval of the Chief of the Fire Department.

Section 6. Severability.

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

Section 4. Effective Date.

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

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald.

Date of Adoption 02.07.23

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TOTAL				

I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE TREASURER BE AUTHOIZIED TO ISSUE WARRENTS FOR THEIR PAYMENTS