

**CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
JANUARY 2, 2025 - 4:00 PM
COMMON COUNCIL CHAMBERS**

1. ROLL CALL
2. APPROVAL OF MINUTES
 - 2.1. Accept the Minutes of 12/12/24

3. NEW BUSINESS

- 3.1. Bid Opening for Sludge

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

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

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

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

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

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

Middletown Recreation Young Warrior Boxing Program \$12,510

Middletown Recreation Toddler Programming \$5,000

Middletown Recreation Youth Fitness \$20,605

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

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign any and all necessary 2025 contracts and Requests For Funding in relation to the Orange County Youth Bureau on behalf of the City of Middletown.

- 3.4. Authorization to approve part time employee change of rate for 2025 Winter

Programs

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

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

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

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

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

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

Total: \$133,000.00

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

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

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

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

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

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

- 3.7. Authorization to transfer within the 2024 Parks and Recreation Department Budget.

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer \$9,500.00, in the following manner to cover overdrawn accounts.

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

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

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

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

- 3.10. Authorization to transfer funds to cover unanticipated litigation expenses in 2024

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

FROM	AMOUNT	TO
A.9000.870	\$55,000	A.1420.489

Unused Sick leave

Litigation Expenses

4. WATER/SEWER/LAWN MAINTENANCE ADJUSTMENT
5. ADJOURNMENT



**CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT MINUTES
DECEMBER 12, 2024**

Roll Call

Present: Mayor DeStefano, Council President Rodrigues, Alderman Masi

Absent:

Approval of Minutes

Accept the Minutes of 11/27/24

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

New Business

Authorization to approve a transfer within the 2024 Sewer Budget *Jacob Tawil is requesting authorization to transfer within the Sewer 2024 budget lines to cover training for Richard Nelson's remote Operator training.*

<i>FROM</i>	<i>AMOUNT</i>	<i>TO</i>
<i>G.8130.450</i>	<i>\$2,340</i>	<i>G.8130.433</i>
<i>SEWAGE MATERIAL AND SUPPLIES</i>		<i>SEWAGE TRAINING</i>

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to approve the agreement with Tri-State Geese Police for Canadian Geese Control in 2025.

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with Tri-State Geese Police for Canadian Geese Control in 2025. The rate is \$385/week, which is a \$10.00 increase from last year. Their work last year met expectations in reducing the geese population in our parks serviced.

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

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

Authorization to Enter into a Renewal Agreement with Nearmap

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an agreement with Nearmap to capture aerial imagery twice a year for use in the Assessor's Office.

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

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

Authorization to transfer funds within the 2024 Police Department Budget*Chief Ewanciw is requesting that the City of Middletown Common Council approve and authorize the Treasurer to transfer within the Police Department 2024 budget lines to cover the following costs:*

<i>FROM</i>	<i>AMOUNT</i>	<i>TO</i>
<i>A.3120.100</i>	<i>\$15,000</i>	<i>A.3120.200</i>
<i>PERSONAL SERVICES</i>		<i>OTHER EQUIPMENT</i>
	<i>FOR THE PURCHASE OF</i>	
	<i>NEW DRONE</i>	
<i>A.3120.433</i>	<i>\$3,700</i>	<i>A.3120.200</i>
<i>PERSONNEL TRAINING</i>		<i>OTHER EQUIPMENT</i>
	<i>FOR THE PURCHASE OF</i>	
	<i>RBT EQUIPMENT</i>	
<i>A.3120.430</i>	<i>\$1,250</i>	<i>A.3120.431</i>
<i>OSHA REQUIREMENTS</i>		<i>CHEMICAL ANALYSIS</i>
	<i>TO COVER SHORTFALL IN</i>	
	<i>BUDGET</i>	
<i>A.3120.433</i>	<i>\$1,500</i>	<i>A.3120.432</i>
<i>PERSONNEL TRAINING</i>		<i>BACKGROUND</i>
		<i>INVESTIGATION</i>
	<i>TO COVER COST OF NEW</i>	

	<i>HIRE COSTS</i>	
<i>A.3120.100</i>	<i>\$5,000</i>	<i>A.3120.440</i>
<i>PERSONAL SERVICES</i>		<i>REPAIRS TO EQUIPMENT</i>
	<i>TO COVER COST FOR NEW</i>	
	<i>ENGINE IN CAR 12</i>	
<i>A.3120.100</i>	<i>\$2,000</i>	<i>A.3120.480</i>
<i>PERSONAL SERVICES</i>		<i>OFFICE EXPENSE</i>
	<i>FOR THE PURCHASE OF</i>	
	<i>REPLACEMENT BOARD</i>	
	<i>FOR THE CLASSROOMS</i>	
<i>A.3120.100</i>	<i>\$15,000</i>	<i>A.3120.103</i>
<i>Personal Services</i>		<i>Overtime</i>
	<i>to cover shortfall within the</i>	
	<i>budget</i>	

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to approve the RBT proposal for Auditing Services for Fiscal year 2024

Leonora Liz is requesting the approval of the RBT CPA LLP audit services for fiscal year 2024 and authorization for the mayor to sign the agreements.

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to approve and renew PERMA Workmens Compensation Contract for 2025

Leonora Liz is requesting the approval to renew PERMA Workmen Compensation Contract for 2025 and authorization for the Mayor to sign it.

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to approve the Strategem Securities proposal for Jerry Park, Robert/Orchard St, City Hall, Senior Center and Recreation Center security system upgrades only.

Leonora Liz is requesting to approve the Strategem Proposal for Jerry Park, Robert/ Orchard St, City Hall, Recreation Center and Mulberry House for security upgrades in the amount of \$333,080.83 and authorization for the mayor to sign the agreement.

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to approve the Assessment Collectors Warrant for 2025

Leonora Liz is requesting from the Board of Estimate to approve the Assessment Collectors Warrant for 2025

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to approve agreement with Don Paris and RBT CPA for ARPA Consulting Services,

Leonora Liz is requesting from the Board of Estimate authorization to approve an agreement with Don Paris and RBT CPA LLC for ARPA Consulting services and further resolve to be reviewed by Corporation Council and further resolve the mayor to sign the agreements.

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

AYES: Alderman Masi, Mayor DeStefano

NAYS: None

ABSTAIN: None

Authorization to obligate the remaining ARPA funding

Leonora Liz is requesting from the Board of Estimate to further obligate the remaining unspent ARPA funding in the following matter and authorization to appropriate the funds to the account lines accordingly. Further requesting to authorize the use of ARPA funds towards the Empress Ambulance Contract agreement from 2025-2026

The City of Middletown needs to obligate State and Local Fiscal Recovery Funds (SLFRF) received but not yet obligated or spent. The City of Middletown has to obligate those funds to be in compliance with the December 31, 2024 deadline. Attached is an additional schedule of how those funds are being obligated. All necessary contracts or purchase orders are in place or will be in place by December 31, 2024.

Remaining Balance \$29,977.50

4,000.00	Appraisal of Mountain Supply Parking lot purchase
4,260.00	Façade ADA , not reimbursable by DRI, invoice 104310
9,750.00	Façade Project, not reimbursable by DRI, invoice 002, JTA
42.30	RBT Consulting 2024
5,659.93	Other Equipment
\$ 6,265.27	Additional Ambulance Services 2025-2026
4,000.00	Appraisal of Mountain Supply Parking lot purchase
4,260.00	Façade ADA , not reimbursable by DRI, invoice 104310
9,750.00	Façade Project, not reimbursable by DRI, invoice 002, JTA
42.30	RBT Consulting 2024
5,659.93	Other Equipment
\$ 6,265.27	Additional Ambulance Services 2025-2026

Motion by: Mayor DeStefano Seconded by: Alderman Masi

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to transfer within the 2024 Community Development Budget *Maria Bruni is requesting to authorize the Treasurer to transfer within the Community Development Department.*

<i>FROM</i>	<i>AMOUNT</i>	<i>TO</i>
CD.8686.482	\$650	CD.8686.479
ADVERTISING		EQUIPMENT RENTAL

This funding transfer will be applied to cover overages in the line.

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None

ABSTAIN: None

Authorization to approve a 2% increase for all Departments Heads and Full-time non-union employees

Requesting from the Board of Estimate to authorize a 2% salary increase for all Department Heads and full - time non-union employees effective January 1st, 2025. See attachment.

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

AYES: Mayor DeStefano, Alderman Masi

NAYS: None
ABSTAIN: None

Motion to remove Mr.Masi from the list
Motion by: Alderman Masi **Seconded by:** Mayor DeStefano
AYES: Mayor DeStefano, Alderman Masi
NAYS: None
ABSTAIN: None

Water/Sewer/Lawn Maintenance Adjustment

Adjournment
@ 4:11 PM
Motion by: Alderman Masi **Seconded by:** Mayor DeStefano
AYES: Mayor DeStefano, Alderman Masi
NAYS: None
ABSTAIN: None



Senior Transportation: (845) 346-4070
Senior Activities: (845) 346-4071
Fax: (845) 346-4072

Center Information: (845) 346-4073
Senior Travel: (845) 346-4074
Director: (845) 346-4075

December 13, 2024

Board of Estimate
City of Middletown
16 James Street
Middletown, NY 10940

The Senior Citizen Department, Mulberry House Senior Center respectfully requests the Board of Estimate to approve:

1. A resolution to accept additional funding of \$19,600.34 from Orange County Office for the Aging for 2024 Goldenarea Transportation within Senior Department Operating Budget and also review and accept amendments authorizing Mayor's signature of amendments.
2. Also requesting to authorize the Treasurer to add the funding to the Other Govt Aid GA.4089. for outstanding expense of transportation program in 2024.

Respectfully,

Julisa Sierra

Julisa Sierra



ORANGE COUNTY AMENDMENT

NO: 5

EFFECTIVE DATE: January 1, 2024

VENDOR: City of Middletown

AGREEMENT FOR: Title III-B Funding for Transportation Services for the Elderly (RFP OFA01-20)

The Agreement for Vendor Services, dated January 1, 2021, between the **COUNTY OF ORANGE** (“County”) and City of Middletown (“Vendor”) as previously amended by Amendment No. 4 dated November 8, 2023, as previously amended and extended by Amendment No. 3 dated January 1, 2023, as previously amended by Amendment No. 2 dated September 1, 2022, as previously amended and extended by Amendment No.1 dated January 1, 2022 (“Agreement”) is hereby further amended and extended as follows:

- 1) **EXTENSION OF TERM.** The County hereby exercises its third option to extend the term of the Agreement for an additional one (1) year period commencing January 1, 2024, and ending December 31, 2024. (Renewal Term #3)
- 2) The annexed Schedule B-4 hereby supersedes and replaces Schedule B-3 (annexed to Amendment #4) in its entirety.
- 3) **NOT-TO-EXCEED COST.** The not-to-exceed cost set forth in Article 3 of the Agreement is increased by \$25,635.00 to \$137,740.50 as more particularly set forth below.
- 4) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-l, by execution of this Amendment No. 5 the Vendor and the individual signing this Amendment No. 5 on behalf of the Vendor certifies, under penalty of perjury, that the Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

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

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

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

- 5). **INTEGRATION.** Except as modified by this Amendment No. 5, the Agreement shall remain unchanged and in full force and effect. The terms used in this Amendment No. 5, unless otherwise defined in this Amendment No. 5, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment No. 5, and the Agreement, the terms and conditions of this Amendment No. 5, shall control.

- 6). **SIGNATURES.** A manually signed copy of this Amendment No. 5, delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Amendment No 5.

The foregoing changes result in the following adjustment of Agreement not-to-exceed cost and term as follows:

Agreement Not-to-Exceed Cost Prior to this Amendment	\$112,105.50
Net Increase resulting from this Amendment	\$25,635.00
Agreement Not-to- Exceed Cost including this Amendment	\$137,740.50
Agreement Term Prior to this Amendment	1/1/2021 – 12/31/2023
Agreement Term including this Amendment	1/1/2021 – 12/31/2024.

COUNTY

VENDOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE B-4

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
6,344 units of Transportation	\$20.77 (per one way trip per person)	\$131,764.00

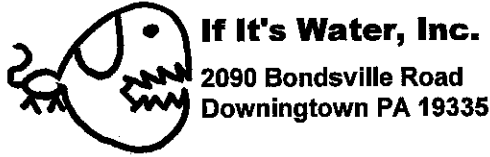
The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$131,764.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$25,635.00;

(b) Anticipated Income – Voluntary contributions in the amount of \$6,315.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$99,814.00.
to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$6,315.00 projected on Schedule B-4 to the Agreement shall be borne by Vendor.



If It's Water, Inc.
2090 Bondsville Road
Downingtown PA 19335

Quotation

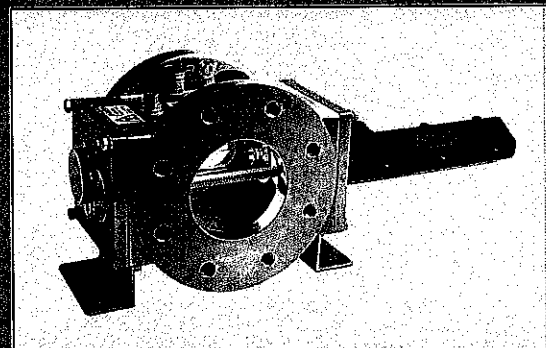
Date	Quote #
12/3/2024	24506

Bill To
Middletown NY War Veterans Memorial Pool

Ship To

Project	Rep	Terms	Pricing Good Til	IIW is a registered Pennsylvania CoStar Vendor CoStar # 016-E23-302 NJ Business Licensed /Registered Contractor		
	RA	Net 30	1/2/2025			
Item	Description		Qty	Rate	Amount	
UV-WF-225-8-NEMA12	ETS ULTRAVIOLET SYSTEM MODEL # WF-225-8-N, (WAFER STYLE). LAMPS = 2*2.5 KW FOR 5.0 TOTAL KW OUTPUT. RATED FOR 1386 GPM WITH 8" ANSI FLANGED CONNECTIONS. INCLUDES CONTROL PANEL (208/240 SINGLE PHASE) / NEMA 12 CABINET ENCLOSURE AND EZ MANUAL STRAINER. STANDARD CABLE LENGTH IS 30- FEET		1	42,469.51	42,469.51	
	SUBTOTAL FOR THIS GROUP				42,469.51	
INSTALL - UV	INSTALLATION, START-UP & OPERATOR TRAINING. TO INCLUDE: PVC PIPE(SCHEDULE 80), FITTINGS, FLANGES, DOMINION BUTTERFLY VALVES, NUTS, BOLTS AND WASHERS AND UNI-STRUT TO SUPPORT THE UV CHAMBER AND THE UV UNIT. PRICE ALSO INCLUDES ALL LABOR FOR A COMPLETE INSTALL		1	12,500.00	12,500.00	

Phone #	Fax #	Web Site
610-269-2062	610-269-2068	www.ifitswater.net



The Wafer™ UV system is the most advanced UV system available. The treatment chamber has been designed for the simplest installation into any pipework system. The chamber can be mounted vertically or horizontally. The compact design allows existing facilities to be easily upgraded with minimum site work.

TREATMENT CHAMBER

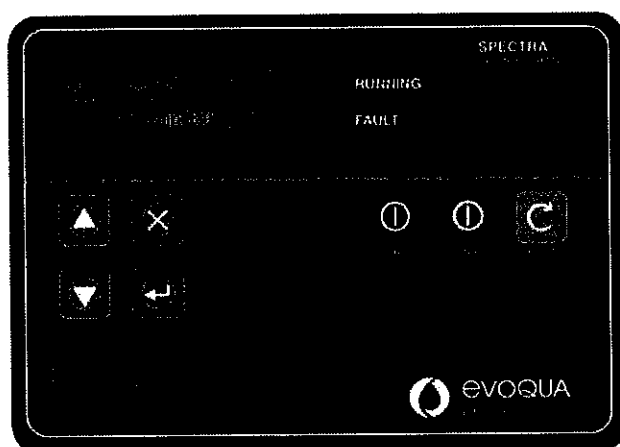
The Wafer™ treatment chambers are designed for installation into the piping after the filters but before chemical injection.

The treatment chamber is manufactured from solid cast 316L stainless steel, with standard ANSI flanged piping connections. Temperature probe, UV monitor probe, and automatic quartz wiper system included.

A pressure rating for the unit is 150 PSI and pressure drop through the chamber is minimal.

Our objective for the product is simple, to be the best on the market, no compromise. The Wafer™ system offers the flexibility of a horizontal or vertical installation application. The Wafer™ product line treats the largest pools with a very compact footprint.

Utilizing our proven medium pressure lamp technology, the Wafer™ system offers a high quality, 'high specifications' product at a very competitive price. The 8" WF-225-8 is suitable for all pools and whirlpools with flows rates up to 1,386 GPM for indoor applications and 1,540 GPM outdoors applications.



CONTROL SYSTEM

The control system is housed in a IP 54 rated panel. As a standard, it is supplied with 30 ft cables for connection to the treatment chamber.

The power supply (PSU) and control cabinet are powered with the latest Spectra III microprocessor control unit. Three levels of operation (simple control, full parameter display, and operator configuration) allow for easy, uncomplicated operation of the unit by an operator. The control system features a sophisticated password protected engineering section for integrating the unit with other system devices.

Auto power restart, pump and valve interfaces, process interrupt and low power overnight operation are all features specifically designed for use on all recreational water applications.

Neptune-Benson
evoQUA

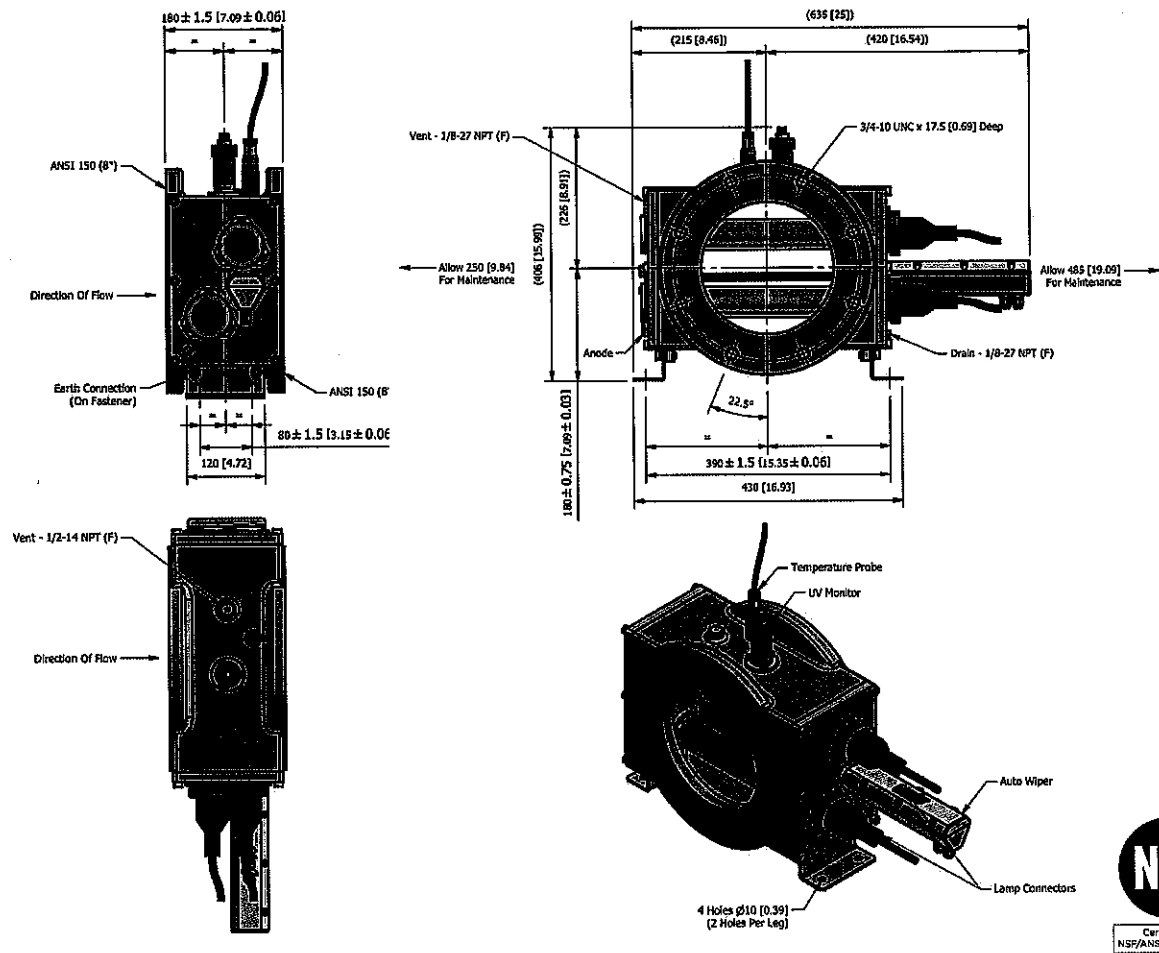
www.neptunebenenson.com | Sales & Service : +1 920-885-4628

4/1/20

WAFER™ UV for Recreational Water



TREATMENT CHAMBER
WF-225-8 Technical Data Sheet

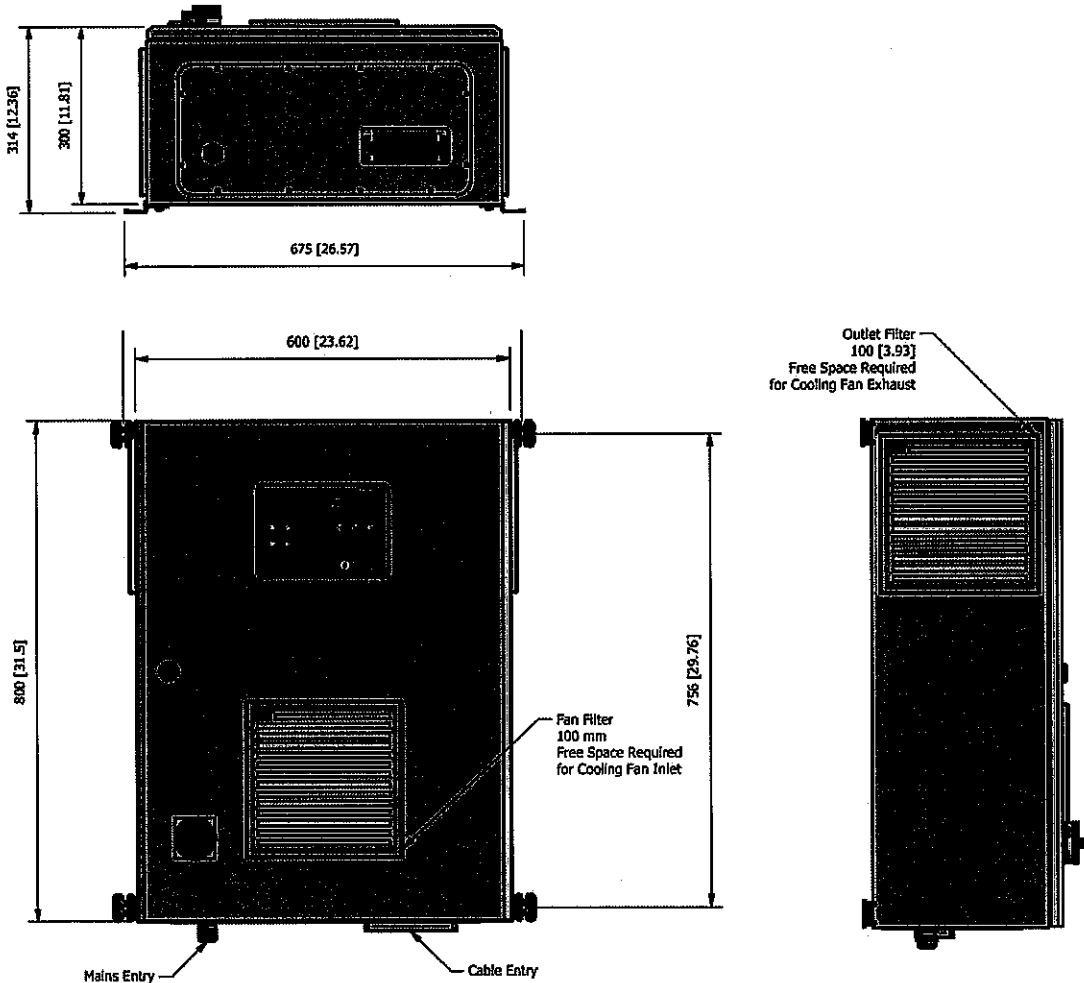


Type	Lamp & Power	Weight (Dry/Wet)	Connection Size	Sacrificial Anode	Wiper System	Material Construction
WF-225-8	2 X 2.5 kW	117/141 lbs	8"	1/2" NPT	Automatic	316L SS
Pressure Rating			150 PSI			
Drain & Vent			1/8" - 27 NPT Drain 1/2" - 14 NPT Vent			
Standard Cable Length			30 feet			
Ingress Protection			IP55			
GPM for 60 mJ/cm2 Dose			1,386 GPM (indoor)			
GPM for 40 mJ/cm2 Dose			1,540 GPM (outdoor)			
Strainer			8" EZ Clean Strainer Included			

WAFER™ UV for Recreational Water



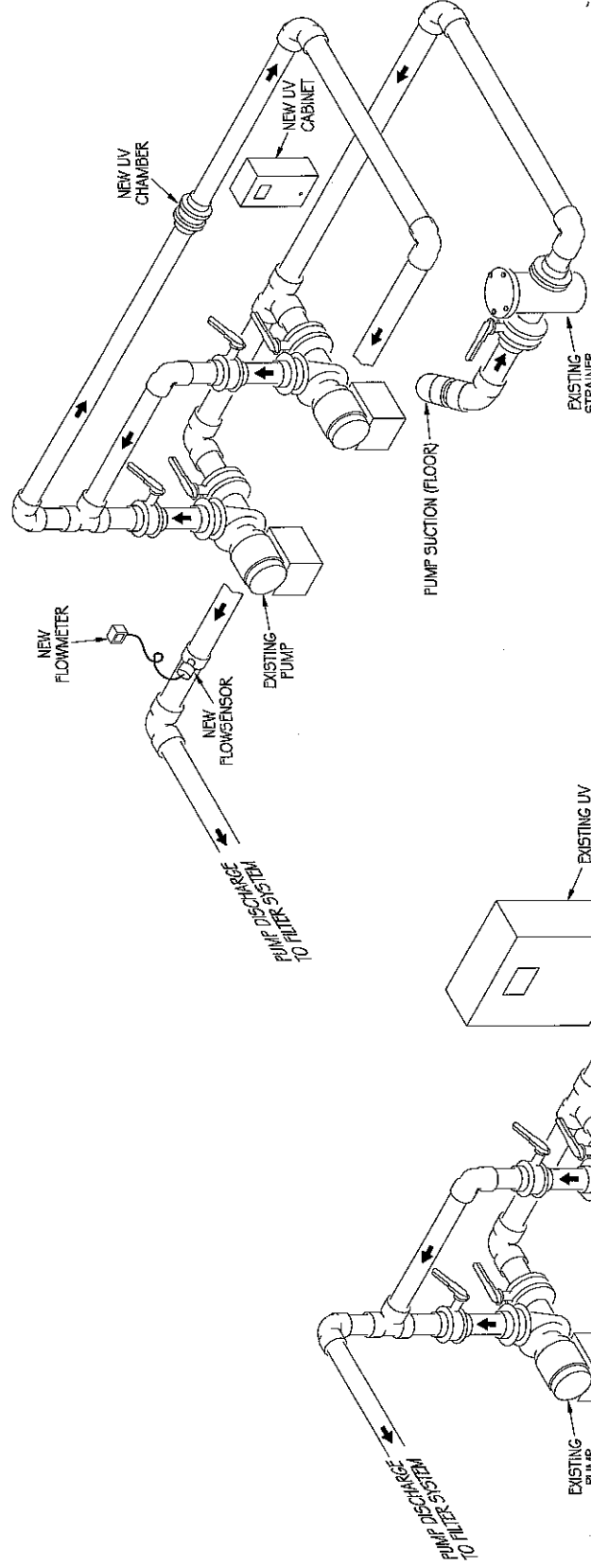
CONTROL PANEL
WF-225-8 Technical Data Sheet



Type	Lamp & Power	Panel Weight	Breaker Size	Power Supply	Phase	Frequency
PGA 2x3000	2 X 2.5 kW	121 lbs	32 Amp	208-240V	1 Ph	50/60 Hz
Variable Power			100% to 30% Power (Automatic Dose Pacing)			
User Interface			Spectra Membrane			
Ventilation			Forced Air Cooled (Fan)			
Ingress Protection			IP 54			

Neptune-Benson
EVOQUA

Sales & Service : +1 920-885-4628
www.neptunebenson.com



SCHEMATIC - NEW WORK
N.T.S.

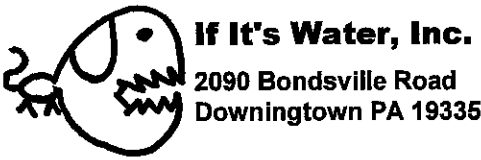
If It's Water, Inc.
2090 Bondsville Road
Downingtown, PA 19335

**War Veteran's Memorial Pool
Fancher-Davidge Park**
158 Lake Ave, Middletown, NY 10940

UV SYSTEM REPLACEMENT

SCALE: AS NOTED	DRN. BY: JUISE	DATE: DECEMBER 14, 2024
Job No:	Revision: 2	Drawing No: SP1.0

SCHEMATIC - EXISTING CONDITIONS
N.T.S.



If It's Water, Inc.

2090 Bondsville Road
Downingtown PA 19335

Quotation

Date	Quote #
10/10/2024	24494

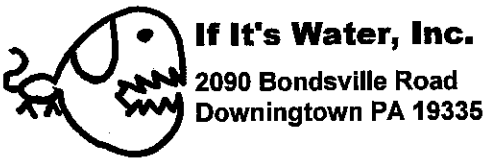
Bill To

Middletown NY War Veterans Memorial Pool

Ship To

Project		Rep	Terms	Pricing Good Til	IIW is a registered Pennsylvania CoStar Vendor CoStar # 016-E23-302 NJ Business Licensed /Registered Contractor		
		RA	Net 30	11/9/2024			
Item	Description		Qty	Rate	Amount		
BS-SE	EVOQUA BLU-SENTINEL (SE) POOL & SPA CHEMISTRY CONTROLLER WITH FLOW CELL, PROBES, FLOW SWITCH. TOUCH SCREEN MODEL		2	6,900.00	13,800.00		
CT-TC3448DC	STORAGE TANK - DOUBLE WALL, 150 GALLON CAPACITY, DIMENSIONS = 34" X 48"		1	1,772.00	1,772.00		
INSTALL - CONTROLL...	INSTALLATION, START-UP & OPERATOR TRAINING		2	750.00	1,500.00		
SERVICE - OTHER	DEFENDER 10 YEAR SERVICE SP-33-48-732				0.00		
PARTS	GAUGE, PRESS 4.5 T304 0-60 PSI		2	62.465	124.93		
PARTS	DEFENDER BUMP ASSY SPARE PARTS KIT 24-36		1	276.35	276.35		
PARTS	BUMP TIRE, BUMP ASSY W/HARDWARE 24-33		1	448.18	448.18		
PARTS	LUBRICANT, OR 5.3 OZ TUBE		1	115.20	115.20		
PARTS	PLIER, SNAP RNG EXT FIT		1	55.51	55.51		
PARTS	DEFENDER TOOL KIT MANUAL 24-55		1	313.97	313.97		
PARTS	DEFENDER SPARE PARTS KIT DEF3/RMF12		1	1,012.43	1,012.43		
PARTS	PROGRAMMER RMF12		1	8,955.82	8,955.82		
PARTS	TUBE ELEMENT, DEFENDER 48" T316		732	12.1675	8,908.61		
PARTS	GASKET, DEFENDER SP-33 FELT		1	1,023.87	1,023.87		
PARTS	FILTER, RGLTR 0.5"		1	209.64	209.64		
PARTS	DEFENDER HEAD GASKET KIT 33"		1	404.35	404.35		
PARTS	DEFENDER VIEWING WINDOW 6" GLASS &GASKET		1	165.85	165.85		
PARTS	SP-18-48-176						
PARTS	GAUGE, PRESS 4.5 T304 0-60 PSI		2	62.465	124.93		
PARTS	DEFENDER BUMP ASSY SPARE PARTS KIT 18"		1	1,440.00	1,440.00		
PARTS	DEFENDER BUMP TIRE 18 (AIRSPRNG)		1	936.34	936.34		
PARTS	DEFENDER SPARE PARTS KIT DEF3/RMF12		1	1,012.43	1,012.43		
PARTS			1	8,955.82	8,955.82		
PARTS	TUBE ELEMENT, DEFENDER 48" T316		176	12.1675	2,141.48		
PARTS	DEFENDER FELT GASKET 18"		1	812.88	812.88		
PARTS	DEFENDER HEAD GASKET 18"		1	101.82	101.82		
PARTS	FILTER, RGLTR 0.5"		1	209.64	209.64		
I, _____ [signature] hereby accept this quote with any changes noted on _____ [date]. Prices are guaranteed 30 days from date of quote. Prices quoted do not include freight and any applicable sales tax unless otherwise specified.				Subtotal			
				Sales Tax (6.0%)			
				Total			

Phone #	Fax #	Web Site
610-269-2062	610-269-2068	www.iftswater.net



If It's Water, Inc.
2090 Bondsville Road
Downingtown PA 19335

Quotation

Date	Quote #
10/10/2024	24494

Bill To
Middletown NY War Veterans Memorial Pool

Ship To

Project		Rep	Terms	Pricing Good Til	IIW is a registered Pennsylvania CoStar Vendor CoStar # 016-E23-302 NJ Business Licensed /Registered Contractor		
		RA	Net 30	11/9/2024			
Item	Description			Qty	Rate	Amount	
PARTS	DEFENDER VIEWING WINDOW 6" GLASS &GASKET			1	165.85	165.85	
SERVICE - OTHER	REMOVE AND REPLACE EXISTING ITEMS WITH ABOVE QUOTED			1	22,080.00	22,080.00	
	SUBTOTAL FOR THIS GROUP					77,065.90	
	THESE ARE OPTIONAL REPLACEMENTS IF NEEDED						
VLV-DOMINION 3" BARE	VALVE, BF DOMINION BS 3" BARE STEM			4	210.00	840.00	
VLV-DOMINION 6" BARE	VALVE BF DOMINION BS 6 BARE STEM			1	410.00	410.00	
	SUBTOTAL FOR THIS GROUP					1,250.00	
I, _____ [signature] hereby accept this quote with any changes noted on _____ [date]. Prices are guaranteed 30 days from date of quote. Prices quoted do not include freight and any applicable sales tax unless otherwise specified.					Subtotal		\$78,315.90
					Sales Tax (6.0%)		\$0.00
					Total		\$78,315.90

Phone #	Fax #	Web Site
610-269-2062	610-269-2068	www.iftswater.net



December 23, 2024

To Whom It May Concern,

This letter is to declare that If It's Water has been certified as a factory authorized distributor of Neptune Benson and ETS UV. If It's Water maintains a staff of factory trained and certified technicians. They are the only personnel other than Neptune Benson or ETS staff to authorized to provide service and support. If It's Water and its authorized staff provide all service and support on all products in their region to maintain the warranty in the region. Only original equipment parts are acceptable replacements to maintain the warranty. The following shows the products If It's Water has been certified for: installation, service and sales of manufactured by Neptune Benson and its owned companies.

Authorized Products:

- Neptune Benson – all products
- Blu Sentinel
- ETS / WAFER UV
- BarrierTi UV

Authorized Markets

- Aquatics

Authorized Locations:

- Pennsylvania
- Delaware
- New Jersey
- Eastern New York

With Regards,

Sherry C. Barrett
Regional Sales Director
Direct +1 (432) 214-9337
sherry.barrett@xylem.com

Hello,

This donation is to

sponsor one 8-12 yr old

in need to attend

The Dec-Jan Jazz and

Hip Hop program.

The donation is in

honor of Mr. L. Weedon and

Mrs. V. Gorsky.

Thank you

The Shoemakers

410-964-0345

ON SCHACHTER SHOEMAKER

ES E SHOEMAKER

STLE MOOR DRIVE

IA, MD 21044

4848

65-7737/2550

13

12-20-24 DATE

CHECK ARMOR

Middleton Recreation Dept

\$ 50.00

48 dollars + 1/10

DOLLARS



Photo
Safe
Deposit
Details on back

ower
EDERAL CREDIT UNION

Signature

50773701: 19999020031 4848

Public Employer Risk Management Association, Inc. (PERMA)
Program Agreement for Third Party Administration Services

THIS AGREEMENT dated as of _____ entered into by and between the Public Employer Risk Management Association, Inc. (“PERMA”), a New York not-for-profit corporation having its principal place of business at 9 Cornell Road, Latham, New York 12110 and **City of Middletown, a city, having its principal place of business at 16 James Street, , Middletown, NY, 10940** (the “Member”), for administrative services to be provided by PERMA in connection with the Member’s obligation to provide workers’ compensation benefits for and to its employees.

1. **Purpose.** The Member desires to engage PERMA to provide Worker’s Compensation Law claims administration services for certain “tail claims” that have arisen and PERMA is willing to provide those claims administration services upon the terms set forth in this agreement.

2. **Definitions.** For purposes of this agreement, the following terms will have the meanings indicated:

- a. **“Allocated Loss Adjustment Expenses”** means all costs and expenses PERMA incurs that are attributed to the processing of Tail Claims, including, but not limited to, fees, costs, assessments and other charges imposed by the Workers’ Compensation Board, medical cost containment and management services, in the amounts set forth in Schedule B, attorneys’ fees and disbursements, court reporter services and transcripts, deposition charges and transcripts, fees for the service of process, court costs, courier/express mail, appeal bonds, printing costs related to trials and appeals, witness and expert fees, medical examinations and review, laboratory costs, engineering fees, independent adjuster fees, surveillance, photography and similar costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Member.
- b. **“Benefit Payments”** means payments that are required by the Workers’ Compensation Law and the rules, regulations and decisions of the Workers’ Compensation Board to be made to claimants, providers and other vendors with respect to a Tail Claim.
- c. **“Electronic Data Interchange or EDI”** means the Worker’s Compensation Board has adopted Claims Electronic Data Interchange Release 3.0, as adopted by the Workers’ Compensation Board, or such other electronic data interchange as may be adopted by the Workers’ Compensation Board.
- d. **“Tail Claim”** means existing indemnity and medical worker’s compensation claims and all Worker’s Compensation Board awards against the Member that arose prior to **3/15/2008** that the Member has assigned to PERMA to administer.

3. **Term.** This agreement will be effective on **1/1/2025** and will continue in force for one year, unless sooner terminated in accordance with paragraph 8.

4. **PERMA's obligations.** During the term of this Agreement, PERMA, will provide to the Member the services provided for in this agreement with respect to Tail Claims. PERMA will, as appropriate:

- a. Process claims and disburse Benefit Payments within the timeframe required by the Worker's Compensation Law, provided that the Member advances the funds required and approves payments in accordance with the requirements of this agreement;
- b. Contract with CorVel or another third party for review of medical bills, and with Optum or another third party for pharmacy benefit management services, all at the sole cost and expense of the Member;
- c. Cause all required workers' compensation forms to be prepared and filed;
- d. Contact the injured employee or employees, as appropriate;
- e. For those Members paying by wire/automated clearing house (ACH) transfer, provide to the Member, on a weekly basis, a check register for each check run the previous week and drawn on the bank account established by the member;
- f. For those Members paying by cash, provide to the Member, on a monthly basis, an invoice and check register for each check run during the previous month and drawn on the bank account established by PERMA for the member;
- g. Retain and supervise, on behalf of and at the sole cost and expense of the Member, legal counsel necessary for the prosecution or defense of any claim or litigation related to a claim, subject to the approval of counsel by the Member, which shall not be unreasonably withheld or delayed;
- h. Attend, through a representative of PERMA, or an attorney retained by PERMA, all compensation hearings;
- i. Promptly advise the Member of Worker's Compensation Board decisions related to each claim;
- j. Initiate a challenge to any other administrative decisions made by an Administrative Law Judge or seek to correct a factual error in an administrative decision, if PERMA determines that it is reasonably necessary to do so;
- k. Recommend to the Member whether to request a modification, rescission or review of an award or decision of the Worker's Compensation Board, a panel of the Board, an Administrative Law Judge issued after a hearing and after the exhaustion of administrative remedies, recommend whether to file a judicial appeal and act upon the Member's decision once made;
- l. Settle claims within the authority given PERMA by the Member or as otherwise agreed in writing by the Member and PERMA; and
- m. Pay all claims by check identifying the Member as the insurer.

5. The Member's obligations. The Member will:

- a. Pay all Benefits Payments by either wire/automated clearing house (ACH) transfer or cash advance.
 - i. If paying by wire/automated clearing house (ACH) transfer, the Member must deposit and maintain, in a bank account identified to PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 30-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly replenish the account to the estimated amount by wire/ACH transfer. If PERMA decreases the estimate, PERMA will return the excess amount to the Member. Within 48 hours of receiving from PERMA the check register for each check run the previous week and drawn on the bank account established by the member, the Member will review the check register and transfer to PERMA sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member deposits the necessary funds. If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the deposit required by this paragraph, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.
 - ii. If paying by cash advance, the Member must deposit and maintain, in a segregated bank account established by PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 90-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly pay the additional amount to PERMA. If PERMA decreases the estimate, PERMA will hold the excess amount to be applied to future Benefit Payments and Allocated Loss Adjustment Expenses, and the Member's future required contributions will be reduced accordingly. Within 48 hours of receiving from PERMA the check register for each check run the previous month and drawn on the bank account established by the member, the Member will review the invoice and check register and pay to PERMA, by the 10th day of the month, sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member pays the necessary funds to PERMA.

If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the payments required by this section, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.

- b. Pay to PERMA, within 30 days of invoice, an annual administrative fee for each claim in the amount set forth in Schedule A and all Allocated Loss Adjustment Expenses.
- c. Promptly upon the commencement of this agreement, and thereafter as may be required by PERMA, provide or cause to be provided to PERMA all required EDI and any other information required by the Worker's Compensation Board. The Member must provide the EDI and other information, at the Member's sole cost and expense, in a form reasonably acceptable to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty because the Member has failed to provide EDI or any other information, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.
- d. Cooperate fully with PERMA by (i) providing all information PERMA reasonably requests, including all information PERMA reasonably deems necessary or helpful to defend any claim; (ii) if another individual or entity is currently holding the Member's funds with respect to any Tail Claims, directing that individual or entity either to transfer those funds to PERMA or to refund those funds to the Member; (iii) when requested by PERMA, attend hearings and trials by an employee or other person knowledgeable of the facts and authorized to resolve the claim; (iv) assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting all hearings, suits and other proceedings; (v) arrange that all claims, all related inpatient and outpatient provider bills of any type and any other correspondence that is received relating to Tail Claims, are sent directly to PERMA.
- e. Pay any costs and expenses incurred in the fulfillment of these obligations of the Member.

6. **Member Compliance with Worker's Compensation Law.** This Agreement does not assign or delegate to PERMA any responsibility the Member has under the Worker's Compensation Law, including, but not limited to, the Member's obligation to provide workers' compensation benefits to its employees, the Member's obligation to report with respect to workers' compensation claims and the Member's record retention obligations with respect to workers' compensation claims. The Member is responsible for all fines and penalties issued under the Worker's Compensation Law as a result of the Member's failure to satisfy those obligations. PERMA does not accept or assume any such responsibility, in whole or in part.

7. **Indemnification.** PERMA assumes no liability for any obligation of the Member under the Workers' Compensation Law or any decision of the Workers' Compensation Board. The Member will indemnify, defend and hold PERMA, its subcontractors and their respective

affiliates, owners, partners, members, officers, directors, shareholders, agents and employees harmless from and against any and all of any kind, including reasonable attorneys' fees and disbursements, except to the extent that the claims, liabilities, damages or expenses are solely caused by PERMA's gross negligence or willful misconduct.

8. **Termination.** Either party may terminate this agreement on 30 days' notice to the other party. PERMA may terminate this agreement immediately upon notice to the Member if the member fails to pay any amount required to be paid by the member under this agreement. Upon termination, all amounts due PERMA from the Member will become immediately due and payable. The Member's obligations set forth in paragraphs 5 and 7 will survive the expiration or earlier termination of this agreement.

9. **Notices.** Notices under this agreement must be sent by electronic mail or facsimile to the designated contact at the email or facsimile number shown below. Notice sent to the contact person designated by the Member is notice to the Member.

If to the Member:

Attn: Leonora Liz

Fax: 845-343-1101

Email: LLiz@middletown-ny.com

Phone: 845-346-4153

If to PERMA:

Attn: Mary Beth Woods

Fax: 1-877-737-6232

Email: lrice@perma.org Phone:

518-220-1111

10. **Not a contract of insurance.** This is not a contract of insurance. PERMA is not and is not, in any way, to be deemed by reason of this agreement to be an insurer, underwriter or guarantor with respect to any benefits payable for which the Member may be liable with respect to the workers' compensation claims that are the subject of this agreement. PERMA is acting under this agreement solely as a claims' administrator with respect to the Tail Claims, and not as an insurer with respect to those or to any other claims. PERMA will not, under any circumstances, advance its own funds on behalf of the Member.

11. **Applicable law and forum.** This agreement will be construed under and governed by the laws of the State of New York. Any dispute under this agreement must be heard in the Supreme Court of the State of New York, County of Albany. The parties consent to the jurisdiction of that court and the venue.

12. **Force majeure.** PERMA is not responsible for nonperformance or defective or late performance of its obligations under this agreement if the nonperformance, defective or late performance is due to causes beyond its control and occur without its fault or negligence, including without limitation, acts of God, strikes, war (including civil war), acts of any state or government, fire, explosions, the elements, epidemics, quarantine restrictions, blackout, embargo or unusually severe weather.

13. **Third parties.** This agreement is not intended to benefit and may not be construed to benefit, or to create any rights in, any third party.

14. **Amendments.** This agreement may not be modified or amended except in a written document signed by both parties.

15. **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the remainder of the agreement, which will remain in full force and effect and will be enforceable in accordance with its terms.

16. **Entire agreement; waiver.** This agreement constitutes the entire agreement between the parties and supersedes all prior understandings between the parties.

17. **No waiver.** No waiver or discharge of any breach of this agreement will be effective unless it is in writing signed by the party granting the waiver or discharge. The waiver of any breach of any provision of this agreement is not, and may not be deemed, a waiver of any subsequent breach of any provision of this agreement.

18. **Counterparts.** This agreement may be executed in multiple counterparts. All of the counterparts will, together, constitute a single, complete and fully executed document.

IN WITNESS WHEREOF, PERMA and the Member have duly executed this agreement as of the day and year first above written.

Public Employers Risk Management Association, Inc.

By: Mary Beth Woods
Mary Beth Woods, Executive Director

City of Middletown

By: _____
Name and Title

Schedule A

Fees

Indemnity Tail Claims 600 per year per claim

Medical Tail Claims 200 per year per claim

Schedule B

Managed Care Fees

Medical Bill Review and PPO Network Charges \$5.60 per bill

Treasury Services-Per Transaction¹

- Online Review in CareMC/Edge
- Explanation of Review
- Annual 1099 Reporting
- EDI Compliance & Transmission

\$5.75 per Bill

Includes check fee, postage, duplicate bill fee, electronic submission and State reporting (NY HCRA Surcharge).

Enhanced Medical Bill Review 23% of Savings

Includes technical and professional review of bills for correct coding, up coding, unbundling, national condit edits, facility and surgical bill line item audit, review for non-compensable charges, review of implant charges, validation of diagnostic related group (DRG) coding, and review of non-fee scheduled services for fair and reasonable payment. Fees are calculated based on incremental savings achieved below the State mandated fee schedule.

PPO Network 23% of Savings

Includes access to proprietary national PPO network solution. Fees are calculated based on incremental savings achieved below the State fee schedule and enhanced savings.

Out of Network Negotiations 23% Savings

CorVel may negotiate out of network charges with a medical provider to pay an agreed upon rate. Fees are calculated based on an incremental saving achieved below the State fee schedule and enhanced savings.

Mandatory CMS MMSEA Reporting \$8.75 per transaction