CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
SEPTEMBER 20, 2022

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL (COUNCIL CLERK)
3. APPROVAL OF MINUTES August 16, 2022
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 (NOTHING THIS EVENING)
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 authorizing an $18,000 transfer from within the Parks and Recreation Department Budget to cover Unexpected Costs
- Resolution authorizing a $628.60 transfer from within the Parks and Recreation Department Budget to cover Thursday Evening Transportation
- Resolution Authorizing Budget Transfers to Cover Overdrafts
- Resolution Authorizing a Proposal from Orange Bank and Trust Company for Integrated Receivable Systems and Printing Services for Water and Sewer Billing
- Resolution authorizing a $70,000 transfer from within the Paramount Theatre Budget to Cover Upcoming Shows
- Resolution authorizing the Purchase of 18 Hoover Drive from the City's Bulk Lien Provider for Transfer to the Community Development Agency
- Resolution authorizing a Proposal from Clark Patterson Lee for Grant Assistance with the Raw Water Improvement Project
- Resolution Moving a Common Council Meeting Date from Tuesday, October 4th to Monday, October 3rd, 2022

13. LOCAL LAWS (NOTHING THIS EVENING)
14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)
15. ADJOURNMENT

COMMON COUNCIL Meeting
CITY OF MIDDLETOWN
August 16, 2022
City Hall
16 James Street
Middletown, New York 10940

PRESENT:

J. Miguel Rodrigues, President
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Paul Johnson
Ald. Gerald Kleiner
Ald. Kate Ramkissoon
Ald. Sparrow Tobin
Ald. Kevin Witt

ALSO PRESENT:

Richard McCormack, Clerk
Joseph M. DeStefano, Mayor

Proceedings electronically recorded.
Transcript produced by Kimberly J. Zogby

AMERICAN LEGAL TRANSCRIPTION
11 Market Street, Suite 215
Poughkeepsie, NY 12601
Tel: (845) 452-3090 - FAX (845) 452-6099
amlegaltrans@aol.com

INDEX

INDEX

PAGE

INDEX

1. Pledge of Allegiance

(Pledge of Allegiance.)

2. Roll Call

PRESIDENT RODRIGUES: Roll.

MR. MCCORMACK: Alderman Tobin.

ALD. TOBIN: Here.

MR. MCCORMACK: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Here.

MR. MCCORMACK: Alderman Johnson.

ALD. JOHNSON: Here.

MR. MCCORMACK: Alderwoman Ramkissoon.

ALD. RAMKISSOON: Here.

MR. MCCORMACK: Alderman Kleiner.

ALD. KLEINER: Here.

MR. MCCORMACK: Alderman Green.

ALD. GREEN: Here.

MR. MCCORMACK: Aderman Witt.

ALD. WITT: Here.

MR. MCCORMACK: Alderman Masi.

President Rodrigues.

PRESIDENT RODRIGUES: Here.

MR. MCCORMACK: A quorum is present.

3. Approval of Minutes

PRESIDENT RODRIGUES: Okay, approval of minutes.

MR. MCCORMACK: We have the minutes from July 19, 2022.

PRESIDENT RODRIGUES: Motion by Alderman Johnson and seconded by Alderman Witt.

All in favor?

(Chorus of aye.)

4. Correspondence, Communications, and Reports

PRESIDENT RODRIGUES: Correspondence.

MR. MCCORMACK: Nothing this evening.

5. For the Good of the City

PRESIDENT RODRIGUES: For the Good of the City, the Mayor has a presentation.

MAYOR DESTEFANO: I would like the Boffa family to join me up here, if they would, please. And Anthony, maybe I'll let you introduce your family.

MR. BOFFA: Okay, this is my son, Thomas, my sister, Donna, my nephew, Eric, his wife, Kathleen, and little Antonio.

MAYOR DESTEFANO: Thank you, Anthony.

And tonight is one of those hard to say goodbye nights. I read that in one of the articles. I read several articles that were written about the Boffa family over the last few weeks.

Actually, when the restaurant opened, Harry Truman was President in 1951. And the next slide is, this is 1958. You know we were a -- Middletown has always been an immigrant city; first German, then Irish, then, of course, Italian, which I am more biased to, that period of time, recently growing a Latino population and growing an Asian population. So, like most small cities or most cities, in general, we've been incubators of the immigrant community and that's what makes cities livable, what populates us, and what generates an interest in people opening businesses. And that's what the Boffa family did way back when they opened 71 years ago. And 1958 happens to be the year I was born. So, that shows you how long ago this was.

And they are located in, as you know, Middletown's Little Italy, just on the outskirts. And most of us in that area, especially in that neighborhood, but throughout the city and throughout the area, grew up knowing Tony's pizza, Tony Boffa's pizza. So, there's a long tradition.

This is a picture of Tony's last Saturday, of people lined up trying to get in. Actually, it's the Diamond Jubilee in 1963 marching by the restaurant. As you can see, the restaurant wasn't expanded out at that time. It was the little restaurant right in the middle, I believe. Right, Tony?

MR. BOFFA: Yes.

MAYOR DESTEFANO: Yup. And so, they've gone through an expansion process. So, as Middletown grew, Tony Boffa's Restaurant grew and we both enjoyed that growth.

And as you know, today, this is Tony Boffa's restaurant.

This slide is just to give you a little background on the restaurant and the family. Seventy-one years ago, Antonio "Tony" Boffa and his wife, Antionette, set up a small Italian restaurant on Railroad Avenue in Middletown, having nothing but, as they said, two tables and two nickels to rub together and their daughter, Donna Boffa -- said their daughter, Donna Boffa, maybe.

Antoinette ran the restaurant while Tony was in the kitchen preparing homemade meals for hungry patrons. Everything was made from scratch, including the pastas, breads, and sauces. Mabee and her brother, Anthony Boffa, Junior, continued that tradition of homemade meals when they took over the family restaurant. Their parents passed away in 2012 and 2019, respectively. And their children, with families all of their own, have chosen jobs outside the restaurant business but still help out at the restaurant on weekends.

And now, the siblings are getting ready to retire and this is their last month in business here in the City of Middletown.

So, we wanted to acknowledge that and also acknowledge the founders of the restaurant, Mr. and Mrs. Boffa. Mr. Boffa, well known at the YMCA for many, many years, was honored by the YMCA a few years back. And Mrs. Boffa, of course, the hardworking front face of the restaurant for many, many years.

Here, we have the entire Boffa family, or maybe not all of the Boffa family but a good part of them, including their brother, Mario, I think is third from the left. Right?

MR. BOFFA: Yes.

MAYOR DESTEFANO: And Mario, and Tony, and I were all Saint Josephites at Saint Joseph's school, many, many years ago. Donna, I think, is a little older than I am so, we didn't have the shared experience at St. Josephs. But it was all one big neighborhood over there back then.

And this, of course, is the last picture that we have of Tony -- I mean of

Donna and her daughter.

So, we wanted to say goodbye, in a way, from the City of Middletown. And there's a picture of your Dad here, I think, saying goodbye. And we also wanted to present you with a plaque here honoring your years of commitment to our community and all you have done, not only as restauranteurs but, as people in our community and keeping our community a place for people to come, people to enjoy, and a place to get a good meal, and also good socialization.

So, we wanted to thank you. Maria has this.

MR. BOFFA: Oh, isn't that nice?

MAYOR DESTEFANO: I'm going to present it to Donna. It also contains the key to the city.

I don't know if people can see it but it's a picture of Mom and Dad, 71 years, and a picture of the restaurant today, along with a key to the city saying Tony Boffa's Restaurant. So, we wanted to present this.

MR. BOFFA: Isn't that nice? Thank you.

MS. BOFFA-MABEE: Thank you so much. It means the world to us.

MR. BOFFA: The last thing I want to say is thank you to the Mayor and to the Council for recognizing us. We're all extremely tired from the amount of work that we do and we appreciate everything that you guys do.

So, thanks again, and we're going to take a little time to ourself after we retire.

MS. BOFFA-MABEE: Thank you. Thank you very much.

MAYOR DESTEFANO: Thank you.

MS. BOFFA-MABEE: Thank you all very much. We appreciate you recognizing us. We're going to miss the restaurant, I think. I don't know what I'm going to do. I'm used to go, go, go. I don't know but you'll see us around. I guess we'll go to the Mayor's now for pasta.

Thank you again, everyone.

MR. BOFFA: Thanks again, everybody.

PRESIDENT RODRIGUES: Thank you.

UNIDENTIFIED SPEAKER: Can we just take a minute break?

PRESIDENT RODRIGUES: Sure. We'll take a short five minutes.

(Brief recess.)

6. Remarks of the Mayor

PRESIDENT RODRIGUES: All right, Mayor's remarks.

MAYOR DESTEFANO: Well, the only thing I have this evening is a letter from Garnet Health regarding some changes that they are required to notify both the city, the county, and surrounding communities regarding some change in service at the facility.

So, I'll present it to Rick for the record. I know we've received a few emails on it but I don't know. Obviously, the State representatives are also notified and the County Exec. I don't know that we, as a city, can do but it is a private business. But they do have some regulations regarding what services are being provided.

And I assume they are not eliminating pediatrics, which some people had called. They are just not doing the pediatric service as doctors.

PRESIDENT RODRIGUES: Outpatient.

MAYOR DESTEFANO: They are doing it as outpatient, correct.

So, this might be clearer for people to read, if you can post it online, Rick, and give more clarity to the public on what changes are being proposed. And we can direct people's comments to our state legislators. And we'll also probably be making a comment on it.

So, I'll leave the letter here for you to post online for people to read.

Any questions?

PRESIDENT RODRIGUES: Any questions for the Mayor?

Thank you, Mayor.

7. Remarks of Department Heads

PRESIDENT RODRIGUES: Remarks of Department Heads.

Economic Development.

MS. BRUNI: Good evening.

PRESIDENT RODRIGUES: Dave, you want to come up?

MS. BRUNI: Yeah, if you don't mind.

PRESIDENT RODRIGUES: Come on, Dave. I'm sorry.

MS. BRUNI: He's a better spokesman than I am --

PRESIDENT RODRIGUES: Yeah.

MS. BRUNI: -- regarding Run 4 Downtown.

PRESIDENT RODRIGUES: I saw him in the back.

MR. MADDEN: Good evening, Council. Mr. Mayor, if you and Linda don't decide to open on Sundays, my wife and I are going to starve to death.

I want to remind everybody here attending tonight, and the public in whole, that Saturday morning is the 16th annual Marshall and Sterling Insurance Run 4 Downtown. Most people know that it's a four-mile run and walk, starting and finishing in the heart of our downtown but, what a lot of people don't realize is how, it is so much more than that. You've got to come out. You've got to see what's going on downtown that morning.

We have a fantastic post-race party and a great celebration of our community. If you're not a runner, if you're not a walker, you can come down, with a $10 donation, we'll give you a bracelet and you can be a part of everything. You have got to see what's going on Saturday morning Run 4 Downtown. And if you want more information, R4dt.org.

Thank you.

PRESIDENT RODRIGUES: Thanks, Dave.

MS. BRUNI: And to piggyback on that, actually, everything begins Thursday evening with in-person registration. And that's going to be at the Run 4 Downtown Park on North Street and there will be music and entertainment by Liza Doolittle Trio from 6:00 to 8:00.

And then Friday, again, registration and music by The Vibe. The Friday night concert is going to be held at Run 4 Downtown Park this Friday from 6:00 to 8:00. And then, at 8:00, Jefferson Starship takes the stage at the Paramount Theatre and we're all excited.

We've been promoting as the Rock, Roll, & Run Weekend and it's been a good co-promotion with the Run 4 Downtown folks. And we're looking forward a spectacular weekend.

We've been posting notices for the downtown businesses, road closures, and you know things of that sort, and where parking can be.

Also, next week, we are going to have another ribbon cutting. It's The Dance Annex on Railroad Avenue. So, check our posts on our Facebook, on the Facebook and city. And that's going to take place, the ribbon cutting, at 3:30 next Tuesday.

Also, on the Community Development front, the CDA project, the Talcott property closed yesterday. So, we have a new homeowner in that newly renovated home. And we're looking forward to a couple more properties that we're doing that will be wrapping up soon, as well.

And that's all I have for this evening.

PRESIDENT RODRIGUES: Any questions for Maria?

Alderman Kleiner.

ALD. KLEINER: Hi, Maria. One quick question on the -- since the Friday music is going to be at the Run 4 Downtown Park, will North Street stay opened during that?

MS. BRUNI: Yes, North Street will stay open, unless there is overcrowding, then work with the PD if anything needs to be shut down.

But if you're going back to 2019, when we had the event, we also had a street art festival that year.

ALD. KLEINER: Right.

MS. BRUNI: And then we were going to continue it but then COVID hit. So, hopefully, we can ramp up next year to do the same. But right now, these are the plans for this Friday.

ALD. KLEINER: Okay. I was asked that at a constituent meeting. So, I wanted to clear it up.

MS. BRUNI: Yup.

ALD. KLEINER: Thank you.

PRESIDENT RODRIGUES: Okay, anyone else?

Thank you, Maria.

MS. BRUNI: Thanks.

PRESIDENT RODRIGUES: DPW Commissioner.

MR. TAWIL: Good evening, Council, Mayor, City of Middletown residents, whoever is watching.

We'll start reporting to Alderman Masi about the reservoir levels. Obviously, we are having a very dry period in here and we are very concerned. Our reservoirs are still at 86 percent. So, we're still in good shape but the trouble with the drought, you don't know when you are in a drought. So, this thing could continue on, and on, and on, and develop into severe drought.

So, we are watching it very carefully and, hopefully, we will have some rain very soon and that will alleviate our concerns. But it is something to be concerned about. So, we're not doing any restrictions or anything like that but, if you don't have to water the grass, don't water it. You know try to conserve. It is always a good idea to conserve water anyway.

Another project, the construction of a 24-inch high-pressure water main on 211 and Monhagen Avenue. The work is progressing and now we're just almost at the end of the game in here, just testing compaction and making sure there is no settlement so we can go and pave.

And for the Council President, unfortunately, the paving is schedule for the middle of next month. That's the availability of the contractor, unfortunately. We'll try to push it as much as we can but that's where they are, the schedule, as it stands right now.

Shawangunk reservoir -- Shawangunk dams, one dam in there, has to be upgraded because of certain deficiencies. We have been working on this project for a couple of years for the design and we had to incorporate flow measuring devices to be as part of the project because the DEC required them. So, that has been added. The DEC approved the plans and we are going to be going out for public bid within two weeks.

So, before you tonight, as Council, is a resolution authorizing the Mayor to engage CT Male, which is a design engineer, the consultant on the dam, to conduct the construction inspection because it is very critical when you start building dams, or widening the spillways, or raising dams. That's extremely important in there to test the material, and test compaction, and to make sure everything is done properly.

So, we would appreciate your support for that resolution that is coming up.

Milling and paving I just want to mention. If you recall, the last few weeks, the heat was tremendous in there. It was really in very bad shape. Even private contractors, Boyce, his people would not come back to work you know after that warm spell and he had to get more different people in there.

However, our guys, the DPW guys in the Street Department and the Water Department helping them out, they persevered and they continued to work, along with the private contract who is doing the paving. And I just want to mention that because now the heat is almost -- the heat spell is gone and I just wanted to remind our guys in the Street Department and Water Department that we appreciate what they're doing. And the private contractors, as well, we appreciate what they are doing and they are doing a tremendous job at the risk of their health. But we appreciate that and they are not forgotten.

Right now, our milling -- our paving program is up to about 70 percent complete. So, there are still some areas we have to bring the milling machine back and we are trying to fit that in the schedule of the milling machine to get that done.

There is a resolution tonight awarding removal of debris for TAM Enterprises. What happened on August 8th, there was a partial collapse of one of the walls for 21 Academy Avenue. So, we had to scramble in there, demolish the building because it was unsafe, and we had to work with the Department of Labor in there in order to get certain variances, in order to remove that debris, as asbestos-containing material.

So, before you tonight, there is a request for a resolution to award the bid to TAM Enterprises, the price per ton, and QEST Environmental to monitor the air, and sampling, and testing.

And by the way, this project, this building was budgeted, if you recall. It was included in our budget. We have about $900,000 for demolition. This building was targeted by the Mayor and I. We slowed down demolishing because there was a potential buyer for the building, although, we did not see the potential for selling the building. But somebody believed that he could do something with it. That's why we did not demolish it any sooner, because there was a potential buyer for it.

But thank God what happened happened and now the building is down. And now, we have to take it out.

We have request, again, for a million dollars just for, as a cash flow, to sustain the $27 million project that we have for the traffic operation. So, it's temporary borrowing.

There's going to be long-term borrowing coming soon in there for this project and we will discuss that as a separate note later on. The Mayor will be probably addressing that or the Mayor and I.

So, another resolution before you tonight is approving an agreement with T-Mobile to remove their antennas off our water storage tank on Highland Avenue Extension, put it on a different pole, so that we can get to upgrading our Highland Avenue water storage tank, repainting it, doing all the maintenance that is required for it. And then, they will take the antenna back and they will put them back on Highland Avenue tank after we are done painting it.

So, with that being said, we are getting ready. Once we have all these things lined up, we are going to bid -- put out for bid, public bid, replacing Mountain Avenue tank, replacing Monhagen -- replacing High Barney tank, and repainting Highland Avenue tank.

So, that's coming up very soon, hopefully within a couple of weeks, if we can get it together. We have a couple of easements we have to sign and then, we will be able to be able to put the projects out for public bid.

So, we are very busy, obviously. You have got the $8.5 million bond coming on the first resolution. That's only to allow us to apply for the grant. Hopefully, we'll be successful in getting it.

And so, we are very busy. The entire DPW is very busy, as the rest of the city. You can drive around and you can see the construction.

With that being said, I will stop. If there is any questions --

PRESIDENT RODRIGUES: Any questions for Jacob? Thank you, Jacob.

MR. TAWIL: Thank you.

PRESIDENT RODRIGUES: Fire Chief.

CHIEF LUIS: Good evening, everyone. We're up to 652 calls for the year, so far. We just had a three-alarm fire over on Dewitt Street. The homeowner did get severely injured but he's still hanging on.

As Dave and Maria brought up, the Run 4 Downtown, the Fire Department is involved. Other departments are involved. It's a first responder challenge. We hold the cup. Middletown holds the cup. If you think you could take it from us, my man Drew over here, he's going to be holding the cup at the end. I didn't say which cup. Right? That's right, the beer cup.

And for everybody, October 21st, 6:00 p.m., inspection night for the firehouses. It doesn't interfere with your game. Okay?

Other than that, any questions?

PRESIDENT RODRIGUES: Any questions for the fire chief?

All right, Chief, thank you.

PRESIDENT RODRIGUES: City Treasurer.

MS. LEONORA: Hi. Good evening, everyone. Buenas noches.

I just wanted a chance to say thank you for my appointment. I didn't have the chance -- I'm sorry that I missed that meeting. So, I just wanted to say muchisimas muchisimas gracias.

And also, there is a resolution. We just created sort of a new payroll position, payroll manager position. This position is confidential and it is exempt. And we got it approved by the State. We are looking to hire as soon as possible. Our current payroll coordinator is retiring at the end of September. So, this is something that we are looking to sort of expedite in the meantime.

The payroll position will entail personnel benefits, payroll budgeting, the payroll process. So, this person will oversee all these different functions. And we are excited about this because this will allow us the opportunity to sort of strengthen our payroll department -- not a department -- a division within the Treasury Department.

So, I just wanted to see if you had any questions about the position.

PRESIDENT RODRIGUES: It will also help the employees, right, throughout the city?

MS. LEONORA: Absolutely. Absolutely. We are looking to serve our city employees and making sure that their information is confidential and also, provide them with the best benefits out there -- their options out there, and making sure that we follow Department of Labor regulations accordingly.

PRESIDENT RODRIGUES: Any questions?

All right, thank you.

MS. LEONORA: Thank you. Good night.

PRESIDENT RODRIGUES: Police Chief.

CHIEF EWANCIW: Good evening.

Just a few things this evening. I do have a couple resolutions being presented this evening. Hopefully, you'll be able to support them.

The last couple of weeks, we've been doing a lot of our outreach, our summer outreach. We've done several barbeque, pop-up barbeques.

August 2nd was the Night Out Against Crime; it was an outstanding turnout. Although I wasn't there, I'm told everything was amazing. Kudos to Sergeant Wells, she did a great job putting that together and organizing everything.

We also just concluded our third class at the Junior Police Academy. Officer Galley (phonetic) did an amazing job hosting all three of those classes. Each one was a different age group. A really great turnout this year. She did an amazing job for us.

Also, last week our police officer exam results came out. The test was given in April. We just received the exams -- or the exam results. So, we will be looking to move forward with the next phase of our hiring process, which will be the agility test and background packets.

So, we are getting a lot of feedback right now from people that did take the exam, a lot of questions and comments on what comes next.

The last thing I have is just for further information on the Police Department, more detailed information, we do have a monthly Police Commission meeting. It is this Thursday at 4:30, right here in this room, if anybody wants additional information on the Police Department.

Other than that, I have no questions, unless you have questions for me.

PRESIDENT RODRIGUES: Questions for the Police Chief?

Thank you, chief.

CHIEF EWANCIW: Thank you.

PRESIDENT RODRIGUES: Superintendent of Recreation.

MS. BERTHOLF: Good evening, everyone.

Before you tonight, we have a donation. We'd like to thank the Animal Health Center for making a $1,000 donation. We are actually going to put that toward an ice skate sharpener for this winter. We are going to have our first season of the ice-skating rink. And as you can imagine, there are many expenses that come along with having an ice skate -- a refrigerated ice-skating rink. So, that will be very helpful towards a lot of the items that we do need for that.

I'd also like to thank everybody who has made a donation to the Recreation Department for camperships. This summer, we were able to give 13 children one week free of camp to either Sports Camp, Spirit Camp, or Little People Playtime.

I'd also like to thank RECAP, who lightened our load on a lot of the parents applying for scholarships because RECAP was very giving this summer with sending kids to camp for full weeks, as long as they applied and qualified under them with their financial need.

An update on maintenance. Wolslayer Field, if you haven't been by, go by during the week in the evenings. It is very crowded. It's great to see the field up, and in use, and the concession stand going. Kids are out there practicing. It looks great.

We are still watering the field -- sorry, Jacob. We are trying to conserve water but being it's a new field, we do got to keep that grass and let it set. But we are being conservative with it.

The concession stand is almost complete. They got to install a counter and a few more pieces of metal need to be installed to get the concession stand in.

Bathrooms are functioning but still need dividers in them. So, a little bit more work on the bathrooms but they are functioning. The kids can go to the bathroom and there is running water in there.

Goalposts were actually delivered today. We have had the bleachers. Our Maintenance Department is going to install and assemble them within this week. And then, next week is going to be the installation of both of those.

Davidge Park, if you have noticed the caution tape, we did take out that old piece of playground equipment. There were a lot of pieces missing and it was so dated, we couldn't update and get any of those new pieces in.

So, last year, Christine Brinckerhoff did put in for that new equipment. It's been on back order. So, it's finally in. Our Maintenance Department did what we had. And install, actually, I spoke to them today and it's starting tomorrow on that new piece of equipment at Davidge Park.

If you go by the pool at Frank Shorter Way, you could see the walkway is done. They are just beautifying it now, adding woodchips in it to give it a better look. It's unfortunate. Please get the word out there that have people use that walkway and keep them out of the street. If you see somebody, just let them know that's what it's there for. We are looking into getting a sign for people who are walking, so they can see that sign when they are coming, to use that walkway and avoid the roadway right there.

There was some concern about dead trees at Academy Avenue Park and the wood line in Davidge Park of the houses. We are scheduled to get those trees down. We don't have a date but we are on the schedule.

Dog Park -- a lot of concerns about the water. Right now, the water on the inside of the park is shut off, thank you to DPW, the Water Department, who put a shutoff valve in there. We right now have to change the spigots that are on the inside so, there's an automatic shutoff to prevent a lot of the puddling, and pooling, and the flooding that has been happening in there.

A lot of complaints, always, on that water but what's happening is people go there, they turn it on, they leave it, it pools, it runs, it runs, it runs, it doesn't get to dry and you have a big muddy mess. But there is water on the outside of the Dog Park. There is a water fountain for people and dogs, a smaller one for dogs. So, you can get the water when you are there visiting.

And just with our maintenance updates, a big thank you to John Bianchi and the Maintenance crew. I have got to be honest. I didn't think Wolslayer Field was going to be ready by this season but, it is ready. So, thank you to John. Thank you for our Maintenance Department. Thank you to Jacob and his guys, also, with their assistance.

Camps wrapped up. Sports Camps, Spirit Camp, Little People Camp are all done. A huge thank you to our staff. It was a great summer.

Jim Kelly, our long-time director, did retire from Sports Camp. We did have a new director coming in this summer who was learning. Hopefully, we'll have him for a few years before he retires. But it was great.

Thank you to Monhagen Middle School, their food services and their custodians. They were wonderful with assisting us at Sports Camp all summer, giving us the hot meals. That was a great addition to it.

And please pay attention. We are going to be sending out emails to anyone who has registered this past summer with our deadlines changing. I know it's hard. A lot of families are paycheck to paycheck and make the weekly payments. But there is a lot of work on our end on getting the camps, all the registrations, all the immunizations up to date. So, we are going to push that registration deadline up. Instead of that Friday at noon, we are going to push it to the Thursday. So, that is cutting back. We do get those at least ten phone calls of very angry parents that can't get their kids in camp because they missed that deadline but we're going to be giving parents a year's notice on this one. So, be ready.

Playgrounds end Friday. We are going to be revamping our playground program. It is hit and miss. We go to some parks during the day and there is nobody there. But then you go to Maple Hill or Davidge and our counselors are nonstop with the kids. So, we are going to be looking to revamp that program, also, for next summer.

And pools, our last thing, program opened this summer. It closes August -- Sunday, August 28th is our last day of pools.

Any questions?

PRESIDENT RODRIGUES: Any questions?

Alderman Witt.

ALD. WITT: It's a shame nothing is going on this summer.

MS. BERTHOLF: Yeah, there's nothing for the kids to do ever.

ALD. WITT: Can you give your best estimate on like total pool attendance for the summer, if you had to guess?

MS. BERTHOLF: I could -- it's more of a what we're bringing in that I have, on what the money is coming in, rather than attendance.

ALD. WITT: I mean attendance.

MS. BERTHOLF: Attendance, I don't know.

ALD. WITT: Oh, okay.

MS. BERTHOLF: No.

ALD. WITT: Okay.

MS. BERTHOLF: I'm sorry.

ALD. WITT: No, that's all right. I took a shot.

PRESIDENT RODRIGUES: Anyone else?

All right, thank you. Great job.

MS. BERTHOLF: Thank you.

PRESIDENT RODRIGUES: All right, City Clerk.

MR. MCCORMACK: All right, just a quick reminder that there is a primary early voting for the 18th Congressional District primary underway at the Middletown Senior Center. The voting will go through Sunday, August 21st. Take a look at the Orange County Board of Elections website for exact hours. And then, the actual primary date is August 23rd and voting will be throughout Middletown from 6:00 to 9:00 p.m.

PRESIDENT RODRIGUES: All right. Any questions for Rick?

All right.

8. Public Hearings and Grievances

PRESIDENT RODRIGUES: No public hearings.

9. Petitions and Complaints

(None this evening.)

10. Remarks of the Aldermen and Reports of Committees

PRESIDENT RODRIGUES: Remarks of Aldermen.

Alderman Witt.

ALD. WITT: Thank you.

Just very quickly, wearing my daytime hat, just to remind everybody that the first day of school is Tuesday, September 6th. So, there is information about going back to school on our district website and on our Facebook page. We invite anyone with questions to please call your buildings. Those buildings are staffed all year round and it is better to get the correct and accurate answer, more than one that might be just speculation.

Also, tomorrow night is graduation and I believe the number is 22 more kids who will be earning their diplomas tomorrow. So, congratulations to them.

Thank you.

PRESIDENT RODRIGUES: That's awesome.

Alderman Green.

ALD. GREEN: Thank you.

First off, I want to thank Alderman Kleiner for handling our constituents meeting solo, while I was on vacation, which I always seem to do right before the Run 4 Downtown. So, I always eat way too much lobster and seafood and get nice and round, right before I have to do a four-mile -- four-mile walk will do. Let's call it that this year.

So, I'll be there, nonetheless. We'll see. We'll see. You know, a spirited walk.

No, I really am looking forward to it. It's going to be a great event this Saturday.

And that's all I have for this evening. Thank you.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALD. KLEINER: Thank you. And thank you, Rick. We were headed out for early voting, about 5:00 tonight, and I heard this strange noise. And I look up and there is a blimp over our house that I think was much bigger than the house. It blocked out half the sky. So, I don't know what it was about but the Goodyear blimp was circling through town today.

But people for early voting were excellent. So, I want to thank them for the work they do.

I also want to thank Senator Skoufis, who did a town hall at Tapped I think it was a couple Thursdays ago. But he was really excellent and I'm hoping we will definitely have him as our new State Senator.

And I will see people at the Run 4 Downtown. That's a great event and, really, everybody should get down to party hearty on that day.

And speaking of parties, I just want to mention that today is the 53rd anniversary of Woodstock. It is August 16th. My mom went up and helped at the medical tent. I worked for Michael Lang for almost two months and I didn't go to the festival because I knew what was going to happen. It was just going to be a little too crowded for me but I did take people up and drop them off. So, it was a big Hudson Valley event. And so, I just want to mark the anniversary.

Thank you.

PRESIDENT RODRIGUES: Alderwoman Ramkissoon.

ALD. RAMKISSOON: Good evening.

I'm excited about the Run 4 Downtown. I don't know if I can run. I've run it once and those blisters lasted weeks. But maybe walking this time. My kids are helping out with the water station. So, it should be a fun day and the weather looks fantastic.

Four business for the 3rd Ward, we'll be having our monthly 3rd Ward meeting next Tuesday at 6:30 p.m. at Maple Hill Park. And Alderman Johnson has requested a blueberry cheesecake. So, that's what is on the menu. That's right. Put it on the calendar.

That's really all I have.

As for back to school, according to the stores, that started on July 5th, which was completely out of line. But yeah, we're wrapping up this summer. I hope everyone has an enjoyable last few weeks before we go back to the madness of the school year.

And that's all I have today. Thank you.

PRESIDENT RODRIGUES: There is Halloween candy already at the stores.

Alderman Johnson.

ALD. JOHNSON: Thank you.

Congratulations to the Boffa family. They're moving on but I think they've created a very iconic experience for those of us who have lived here all this time.

With respect to the Wawayanda project, I had the opportunity to review the remarks submitted by Senator Skoufis, as well as Alderman Kleiner, and I found both to be both complete and compelling. So, thanks to you both for representing us the way you did.

That's all I have got.

PRESIDENT RODRIGUES: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Yes, good evening.

Yes, I had the opportunity to attend the -- ah, Jesus -- yeah, Night Out Against Crime. So, I want to kudo the Police Department. Not too long ago, folks were talking about defunding the police. And now, to see the community come together, there was a lot of folks out there and everyone had a good time. The kids was having a good time interacting with the Police Department and it was great to see. Hopefully, everyone knows thinking about defunding the police will think twice.

Thank you.

PRESIDENT RODRIGUES: Alderman Sparrow -- Tobin. Sorry.

ALD. TOBIN: I go by anything.

Yeah, the Night Out Against Crime was great. Thanks for everybody who put it on. It was great to see the whole community there, the whole larger regional community out, the kids having fun shooting baskets, interacting. They had the K-9s there. It was very cool. Food, very nice and perfect weather.

I also would like to thank Tony Boffa's. You know the Lions Club; we meet there once a month. We have had many a good meal and conversation. I'm sad to see them go.

And I also would like to thank everyone that has been helping out and all the departments in the city. They haven't skipped a beat, especially during this tremendous heat wave we had recently. I know I haven't mowed my lawn in a month because it's not growing.

And so, I would just like to thank everybody for pitching in.

Hopefully -- I think I'm working a water station for the Run 4 Downtown. So, I'm not going to be running it. Thank you.

PRESIDENT RODRIGUES: Okay, I just wanted to reach out to everyone. Everyone, my sister passed away last week and everyone sent text messages, the Council, everyone. So, I thank everyone for reaching out to me.

She was diagnosed with breast cancer nine years ago and she lived for nine years. They gave her one to two years. So, she was a fighter. She was a fighter right to the end.

And I want to thank everybody for the text messages, calls. Rick came to my house. It was great. Great to see the community come out and reach out to my family.

Tony Boffa's has the best real estate agent in Middletown. I feel like the grim reaper. I sold Lounsbury's. I sold Red Barn.

And now, Tony Boffa's. But they became, when I dealt with them, they are like an icon and a landmark in that building. And everyone is going to say it's the Boffa building forever and ever.

And the new buyers are going in there. They are putting in a restaurant. And they have reached out and said we even want to keep their staff because of how they work together.

So, we're hoping to connect both of them and, after the closing, have the staff even stay on with the new restaurant.

And that's it.

11. Unfinished Business

(None this evening.)

12. New Business

PRESIDENT RODRIGUES: New Business.

MR. MCCORMACK: Good evening.

We have a resolution sponsored by Alderman Witt authorizing the issuance of $8.5 million bonds for the water line replacement.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Green.

Alderman Johnson stepped out.

UNIDENTIFIED SPEAKER: He just walked out (inaudible).

PRESIDENT RODRIGUES: Is he on the phone?

ALD. RAMKISSOON: He's coming back now, I believe.

PRESIDENT RODRIGUES: Okay, I'll wait for him.

Any questions?

ALD. JOHNSON: Sorry about that.

PRESIDENT RODRIGUES: We're just doing the first resolution.

ALD. JOHNSON: Aye.

PRESIDENT RODRIGUES: Roll.

MR. MCCORMACK: Alderman Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Green accepting a $14,000 grant from the Orange County Youth Bureau.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Witt.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Kleiner amending Resolution 174-22 accepting a donation from the Middletown Elk's Club.

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

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

A resolution sponsored by Alderwoman Ramkissoon accepting a $250 donation from the Middletown Lions Club to support the Junior Police Academy.

PRESIDENT RODRIGUES: Alderwoman Ramkissoon, seconded by Alderman Tobin.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Johnson authorizing a $5,377.50 budget transfer to purchase an employee ID card system.

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

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Jean-Francois authorizing an agreement Rand Commercial to serve as a broker for the City of Middletown.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Jean-Francois, seconded by Alderman Johnson.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Tobin accepting a $1,430 donation for the Parks and Recreation Department.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Tobin, seconded by Alderman Witt.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Witt accepting a $1,000 donation from the Animal Health Center for an ice skate sharpener.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Johnson.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Green establishing an account line for the New York State Pave Our Potholes Program.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Jean-Francois.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Kleiner creating the position of Administrative Educational Finance Research Services.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Kleiner, seconded by Alderwoman Ramkissoon.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderwoman Ramkissoon authorizing an agreement with T-Mobile to temporarily relocate antennas.

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

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Johnson authorizing a $9,325 budget transfer to purchase an ice machine.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Johnson, seconded by Alderman Tobin.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Jean-Francois authorizing budget transfer to cover unanticipated increases in fuel costs.

PRESIDENT RODRIGUES: Resolution by Alderman Jean-Francois, seconded by Alderman Green.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Tobin awarding TAM Enterprises to remove debris from 21 Academy Avenue.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Tobin, seconded by Alderman Jean-Francois.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Witt authorizing a $1 million budget transfer to be used as temporary seed money in order to pay current invoices to WSP and future invoices for Boyce Excavating.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Witt, seconded by Alderman Kleiner.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

Resolution sponsored by Alderman Green authorizing an agreement with CT Male for construction administration and observation.

PRESIDENT RODRIGUES: Resolution sponsored by Alderman Green, seconded by Alderman Johnson.

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: That's it.

13. LOCAL LAWS

PRESIDENT RODRIGUES: Local laws.

MR. MCCORMACK: We have a local law sponsored by Alderman Johnson updating the Commissioner of Assessment charter provisions.

PRESIDENT RODRIGUES: Motion by Alderman Johnson, seconded by

Alderman Green.

Any discussion on the local law?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

14. AUDIT OF CLAIMS AND ACCOUNTS

PRESIDENT RODRIGUES: Audit.

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

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

Any discussion?

Roll.

MR. MCCORMACK: Tobin.

ALD. TOBIN: Aye.

MR. MCCORMACK: Jean-Francois.

ALD. JEAN-FRANCOIS: Aye.

MR. MCCORMACK: Johnson.

ALD. JOHNSON: Aye.

MR. MCCORMACK: Ramkissoon.

ALD. RAMKISSOON: Aye.

MR. MCCORMACK: Kleiner.

ALD. KLEINER: Aye.

MR. MCCORMACK: Green.

ALD. GREEN: Aye.

MR. MCCORMACK: Witt.

ALD. WITT: Aye.

MR. MCCORMACK: President Rodrigues.

PRESIDENT RODRIGUES: Aye.

MR. MCCORMACK: It carries.

15. ADJOURNMENT

PRESIDENT RODRIGUES: Move for adjournment.

(Chorus of so moved.)

(Proceeding concluded.)

CERTIFICATION

I, KIMBERLY J. ZOGBY, certify that the foregoing transcript of the August 16, 2022 Middletown City Council meeting was prepared using the required transcription equipment and is a true and accurate transcript of the recording.

Kimberly J. Zogby

AMERICAN LEGAL TRANSCRIPTION

11 Market Street, Suite 215

Poughkeepsie, New York 12601

Dated: September 6, 2022

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 08.16.22

Index No: 180-22

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	8			1

Resolution Authorizing the Issuance of $8.5 Million Bonds For Water Line Replacement

BOND RESOLUTION DATED AUGUST 16, 2022

A RESOLUTION AUTHORIZING THE ISSUANCE OF $8,500,000 BONDS OF THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE CONSTRUCTION OF THE RAW WATER LINE REPLACEMENT FROM KINCH RESERVOIR TO SHAWANGUNK RESERVOIR IN AND FOR SAID CITY.

BE IT RESOLVED, by the Common Council of the City of Middletown, Orange County, New York, as follows:

Section 1. The construction of the raw water line replacement from Kinch Reservoir to Shawangunk Reservoir, in and for the City of Middletown, Orange County, New York, including incidental improvements and expenses in connection therewith, are hereby authorized at a maximum estimated cost of $8,500,000; provided, however, that the amount of bonds to be issued shall be reduced to the extent of grants received in connection therewith.

<u>Section 2.</u> The plan for the financing of such maximum estimated cost is by the issuance of $8,500,000 bonds of said City hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

<u>Section 3.</u> It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 1 of paragraph (a) of Section 11.00 of the Local Finance Law.

<u>Section 4.</u> The faith and credit of said City of Middletown, Orange County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

<u>Section 5.</u> Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Treasurer, consistent with the provisions of the Local Finance Law.

<u>Section 6</u>. Such bonds shall be in fully registered form and shall be signed in the name of the City of Middletown, Orange County, New York, by the manual or facsimile signature of the City Treasurer and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

<u>Section 7.</u> All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest

payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Treasurer. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Treasurer shall determine.

Section 8. The City Treasurer is hereby further authorized, at her sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the object or purpose described in Section 1 hereof, or a portion thereof, by a bond or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in The Times Herald Record, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Witt

Date of Adoption 08.16.22

Index No: 181-22

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	8			1

Resolution accepting a $14,000 grant from the Orange County Youth Bureau

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment accepts a $14,000 grant from the Orange County Youth Bureau for the Too Good Program and the Youth Leadership Academy.

BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds in the following manner:

A.3120.501 - Youth Leadership Academy - $7000
A.3120.468 - Too Good Programs - $7000

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 08.16.22

Index No: 182-22

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	8			1

Resolution Amending Resolution 174-22 Accepting a Donation from the Middletown Elk's Club

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an amendment to resolution 174-22 to correct the name of the donor to Middletown Elk's Club.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Tobin

Date of Adoption 08.16.22

Index No: 183-22

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	8			1

Resolution accepting a $250 donation from the Middletown Lions Club to support the Junior Police Academy

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a $250 donation from the Middletown Lions Club Animal to support the Junior Police Academy.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to deposit the funds in the Police Donation Budget Line, A.2705.06 and increase the A.3120.468 Youth Police Academy line by the same amount.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Ramkissoon

Date of Adoption 08.16.22

Index No: 184-22

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	8			1

Resolution authorizing a $5377.50 Budget Transfer to purchase an Employee ID Card System

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $5377.50 in the following manner to cover the cost of a new city employee identification card system.

From	**Amount**	**To**
A.3120.400 Contractual Services	$ 5,377.50	A.3120.200 Equipment

The current system is outdated and in disrepair and the funding will be taken from the funding for FUSUS within our Contractual Services budget line.

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 08.16.22

Index No: 185-22

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	8			1

Resolution authorizing an Agreement with Rand Commercial to serve as a Broker for the City of Middletown

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with Rand Commercial to serve as a broker for the City of Middletown with the purpose of obtaining properties.

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 agreement.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Witt

Date of Adoption 08.16.22

Index No: 186-22

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	8			1

Resolution accepting a $1430 donation for the Parks and Recreation Department

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $1430 in the Parks and Recreation budget in the following manner:

FROM	AMOUNT	TO
A.2705.07	$550	A.2029 Special Programs

The funds will be used for Little People Playtime & Spirit Camp

A.2705.07	$880	A.2027 Day Camp Fees

The funds will be used for Sports Camp

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Witt

Sec'd by Ald. Johnson

Date of Adoption 08.16.22

Index No: 187-22

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	8			1

Resolution accepting a $1000 donation from the Animal Health Center for an Ice Skate Sharpener

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and accepts a $1000 donation from the Animal Health Center for an ice skate sharpener.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the Treasurer to deposit the donation into revenue budget line A.2705.00 Gifts & Donations and increase budget line A.7321.450 Special Programs Materials & Supplies.

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 08.16.22

Index No: 188-22

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	8			1

Resolution establishing an account line for the New York State Pave our Potholes Program

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to establish an account for the NYS Pave Our Potholes (POP) Program that the City will receive reimbursement for from the Department of Transportation.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to place $114,019.21 awarded on May 11, 2022 into this account. It can be used to resurface and renew the roadway pavements in the city. Reimbursement for repairs can be submitted quarterly and any unused funds will roll over to the next quarter.

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 08.16.22

Index No: 189-22

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	8			1

Resolution creating the Position of Administrative Educational Finance Research Services

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and creates a new payroll position title of Administrative Educational Finance Research Services.

This position is exempt managerial and confidential. It was created purposely with the goal of establishing a new Division of Payroll that reports to the Treasurer. The goal is to further segregate Payroll from Finance and to continue strengthening our internal controls, confidentiality protection, along with personnel functions. The primary functions of the position include, personnel, payroll, budgeting, regulations, contract negotiation analysis and benefits administration.

The proposed salary range is $50,000 - $65,000 based on qualified experience. We are pushing for forward thinking improvements within payroll and this will ultimately continue to strengthen our customer service to the city employees.

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 08.16.22

Index No: 190-22

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	8			1

Resolution authorizing an agreement with T-Mobile to Temporally Relocate Antennas

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with T-Mobile to temporally relocate T-Mobile Antenna off the Highland Avenue water storage tank until repairs and repainting is complete.

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 08.16.22

Index No: 191-22

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	8			1

Resolution authorizing a $9325 budget transfer to purchase an ice machine

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the treasurer to transfer $9325 in the following manner to cover the cost of an ice machine for community events and funding.

From	**Amount**	**To**
A.3120.400 Contractual Services	$5,000	A.3120.433 Training
A.3120.400 Contractual Services	$4,325	A. 3120.200 Equipment

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 08.16.22

Index No: 192-22

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	8			1

Resolution Authorizing Budget Transfers to Cover Unanticipated Increases in Fuel Costs

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 budget transfers to cover unanticipated increases in fuel prices:

1. Gas (T/O Wallkill): We estimate our monthly average usage to be 1,661.1 gallons. At a cost of $3.87/gal. we will need $32,142.00 (less current remaining*) to be transferred in to the noted lines for Aug. – Dec. *Current remaining ($13,124.) is inclusive of gas and diesel.

2. Diesel (T/O Wallkill): We estimate our monthly average usage to be 3,648.1 gallons. At a cost of $4.39/gal. we will need $80,077.00 (less current remaining*) to be transferred in to the noted lines for Aug. – Dec. *Current remaining ($13,124.) is inclusive of gas and diesel

3. Diesel (Bottini): We estimate our monthly usage to be 1,010.8 gallons. At a cost of $3.9815/gal. we will need $20,123.00 for Aug. – Dec to be transferred in to line A.5110.417 (included below) as we have $0.00 of the original amount budgeted remaining.

From	**Amount**	**To**
General Fund	$39,693.00	A.5110.417 Street Dept./Gas & Oil
General Fund	$ 4,800.00	A.1620.417 Maint. Dept. Gas & Oil
General Fund	$64,725.00	A.8160.417 Sanit. Gas & Oil
General Fund	$10,000.00	F.8340.417 Distrib. Gas & Oil

We are also requesting a transfer for Sewage Plant Utilities ($26,829.00) in part due to natural gas price increases from 56.50 cents in Jan. to 86.39 cents in Jul. (electric and gas budgeted together).

From	**Amount**	**To**
General Fund	$26,829.00	G.8130.415 Sewage T&D Light & Heat

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Jean-Francois

Date of Adoption 08.16.22

Index No: 193-22

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	8			1

Resolution Awarding TAM Enterprises to Remove Debris from 21 Academy Avenue

WHEREAS 21 Academy Avenue, a large multi-story masonry building that is abandoned and recently owned by the city, had a partial structural collapse on August 8, 2022; And

WHEREAS this required us due to safety concern to demolish the remaining structure. Local contractors were contacted, but Boyce was most qualified and had equipment ready. Boyce will be billing for services related to the demolition; and

WHEREAS QEST Environmental, asbestos remediation consulting Inspection Firm was contacted to assist in getting a variance from D.O.L. for the Demo and removal of the building debris as Asbestos Containing Material (ACM). QEST will be at the site during demolition debris removal for air monitoring & sampling; and

WHEREAS Several Asbestos abatement contractors were requested to provide prices per ton for hauling away off and disposal of the debris as ACM. (*Please refer to the attached tabulation).*

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and awards the work to the lowest qualified bidder, TAM Enterprises, in the amount of $220 per ton. The work will include site cleanup, loading, hauling and disposing of the ACM debris to an approved location.

BE IT FURTHER RESOLVED that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizes the City to continue working with QEST as the environmental consultant providing services used for DOL Variances, Air Sampling, daily inspection and reporting as required by DOL, for this project.

The funds will be paid out of the capital demolition line, H.0993.900.

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 08.16.22

Index No: 194-22

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	8			1

Resolution authorizing a $1,000,000 Budget Transfer to be used as temporary Seed Money in order to pay current invoices to WSP & future invoices for Boyce Excavating due to a back log from D.O.T. reimbursement

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a temporary borrowing of funds from the General Fund and authorizes the Treasurer to transfer funds in the following manner, to be used as temporary Seed Money in order to pay current invoices to WSP & future invoices for Boyce Excavating due to a back log from D.O.T. reimbursement. This money will be replenished once new borrowings are completed next month.

FROM	AMOUNT	TO
General Fund Balance	$1,000.000.00	H.0908.900 Middletown Traffic Operations

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 08.16.22

Index No: 195-22

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	8			1

Resolution authorizing an agreement with CT Male for Construction Administration and Observation

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes an agreement with CT Male in the amount of $416,500 for construction administration and construction observation and testing for the Shawangunk Reservoir Rehabilitation 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 agreement

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Green

Date of Adoption 08.16.22

Index No: LL#6 of 2022

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	8			1

LOCAL LAW #6 OF 2022

A LOCAL LAW UPDATING THE COMMISSIONER OF ASSESSMENT CHARTER PROVISIONS

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 update the Charter provisions applicable to the office of the City Commissioner of Assessment and Taxation.

Section 2. Section 11 of the Charter of the City of Middletown is hereby amended to read as follows:

§11. All officers elected or appointed under this Charter, except Mayor, Aldermen, City Judge, Chief of Police, Corporation Counsel, Commissioner of Public Works, Deputy Commissioners of Public Works, Commissioner of Assessment and Taxation, City Clerk, Registrar and Clerk of the Common Council, Treasurer, Members of the Board of Health and Civil Service employees, shall hold offices for one (1) year, and until their successors shall qualify.

Section 3. Section 59 of the Charter of the City of Middletown is hereby amended to read as follows:

§ 59. The Commissioner of Assessment and Taxation shall be a full-time employee of the City of Middletown and shall serve a six (6) year term pursuant to the provisions of Section 310 of the New York Real Property Tax Law. The Commissioner shall be the head of the Department of Assessment and Taxation. He or she may appoint and for cause remove such employees as he/she deems necessary for the proper conduct of the business of his/her office, provided that the position has been authorized and the salary thereof fixed by the Board of Estimate and Apportionment. The Commissioner shall possess all the powers conferred upon, be subject to all the obligations imposed upon and perform all the duties pertaining to the office of assessor in the towns of this State, except as otherwise provided by law. He/She shall value all real estate in the City on one common and general principle of valuation which shall apply to all real estate assessed within the City, including improved and unimproved property. In the case of improved property the land shall be valued separately by the Commissioner and such separate valuation and the aggregate valuation of the whole property shall be entered and appear in separate columns upon the assessment roll. When there are two or more houses on one lot, the valuation of each shall be shown. The Commissioner shall keep a record of all transfers of real estate in the city. He/She shall assess the value of personal property in the name of the owner thereof. He/She shall continuously revise and correct the assessment map. He/She shall keep an accurate index of the assessment roll as the same appears from year to year and shall note thereon the changes in the assessments as the same are made with the dates thereof. He/She shall publish and issue prior to grievance day each year in pamphlet form for general distribution the assessment-roll as completed by him/her showing a tabulated comparison with the assessments of the two preceding years. But no error in such pamphlet shall invalidate any assessment or tax levied thereunder.

Section 3. 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 Secretary of State.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Ramkissoon

Date of Adoption 08.16.22

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	8			1

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 09.20.22

Index No: 213-22

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

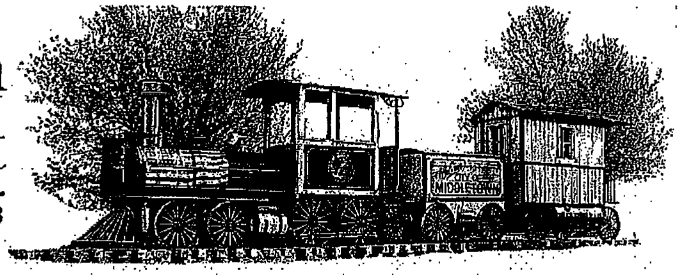
Resolution authorizing an $18,000 transfer from within the Parks and Recreation Department Budget to cover Unexpected Costs

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizing the Treasurer to transfer $18,000 from A.7200.100 Day Camp, in the following manner to cover unexpected repair costs, fuels costs and overdrafts.

FROM	AMOUNT	TO
A.7200.100 Day Camp Personal Services • To cover the cost of unexpected repair costs	$6,000	A.7020.440 Gen Rec. Repair to Equipment
A.7200.100 Day Camp Personal Services • To cover over drafts to account	$1,855.37	A.7110.417 Parks – Gas & Oil
A.7200.100 Day Camp Personal Services • To cover unexpected cost of gas	$10,144.63	A.7020.417 Gen. Rec. Gas & Oil

Middletown Recreation and Parks Department

393 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Friday, September 9, 2022

RE: Transfer within 2022 Operating Budget

Dear Board of Estimates & Council Members:

The Recreation & Parks Department is requesting authorization for the Treasurer to transfer $18,000.00 from account A.7200.100 Day Camp - Personal Services to accounts:

- $6,000.00 = A.7020.440 Gen. Rec. – Repairs to Equip. to cover unexpected repair costs
- $1,855.37 = A.7110.417 Parks – Gas & Oil to cover over drafted account
- $10,144.63 = A.7020.417 Gen. Rec. – Gas & Oil to cover unexpected costs of gas

Sincerely,

Raelynn Berthat

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 09.20.22

Index No: 214-22

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

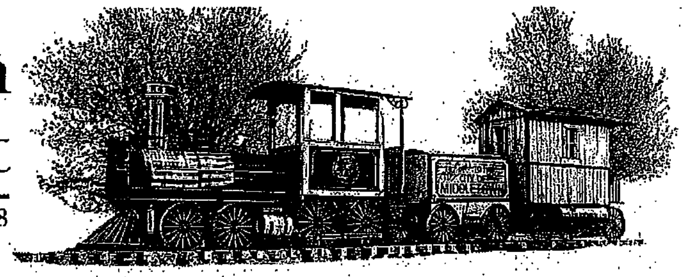
Resolution authorizing a $628.60 transfer from within the Parks and Recreation Department Budget to cover Thursday Evening Transportation

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizing the Treasurer to transfer $628.60 from within the Parks And Recreation Department budget in the following manner, to cover Thursday evening transportation to the Parks and Recreation Facility.

FROM	AMOUNT	TO
A.7140.401 Playground – Travel Expenses	$317.50	A.7321.401 Special Programs
A.7180.103 Pool Personal -Overtime	$311.35	A.7321.401 Special Programs

Middletown Recreation and Parks Department

393 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Tuesday, September 13, 2022

RE: Transfer within 2022 Operating Budget

Dear Board of Estimates & Council Members:

The Recreation & Parks Department is requesting authorization for the Treasurer to transfer $317.30 from account A.7140.401 Playgrounds - Travel Expense and $311.35 from account A.7180.103 Pool Personal – Overtime to account A.7321.401 Special Program – Travel Expense. This money will be used to cover Thursday evening transportation to our facility.

Sincerely,

Raelynn Bertholf

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 09.20.22

Index No: 215-22

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

Resolution Authorizing Budget Transfers to Cover Overdrafts

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizing the Treasurer to transfer funds in the following manner to cover overdrafts:

FROM	AMOUNT	TO
G.9730 .600 Principal on Indebtness	$30.01	G.9785.701 Interest on Indebtness
G.9730.600 Principal on Indebtness	$3,166.67	G.9710.900 General Expense
GA.9000.830 Social Security Payments	$1,359 $74.80	GA.9000.830 GA.900.893
GA.9000.850 Unemployment Insurance	$177.41	GA.9000.889 Dental/Optic Ins – CSEA
A.1430.401 Travel Expense	$320	A.1430.480 Office Expense

To cover unforeseen office expenses within the Civil Services Dept.

General Fund Balance	$25,997.43	A.1620.474

To cover the cost for 2021 Hoffman lodge Parking Permit

DEPARTMENT OF FINANCE
City Of Middletown

Leonora Liz
Treasurer

16 James Street
Middletown, NY 10940
Tel: (845) 346-4150
Fax: (845) 343-1101

September 2022

To: The Board of Estimate

From: Leonora Liz, Treasurer

I am requesting the following budget transfers to cover over drafts:

FROM	AMOUNT	TO
G.9730.600	$30.01	G.9785.701
Principal on Indebtness		Interest on Indebtness
G.9730.600	$3,166.67	G.9710.900
Principal on Indebtness		General Expense
GA.9000.830	$1,359	GA.9000.830
Social Security Payments	$74.80	GA.900.893
GA.9000.850	$177.41	GA.9000.889
Unemployment Insurance		Dental/Optic Ins – CSEA
A.1430.401	$320	A.1430.480
Travel Expense		Office Expense
To cover unforeseen office expenses within the Civil Services Dept.		
General Fund Balance	$27,000	A.1620.474
To cover the cost for 2021 Hoffman lodge Parking Permit		

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 09.20.22

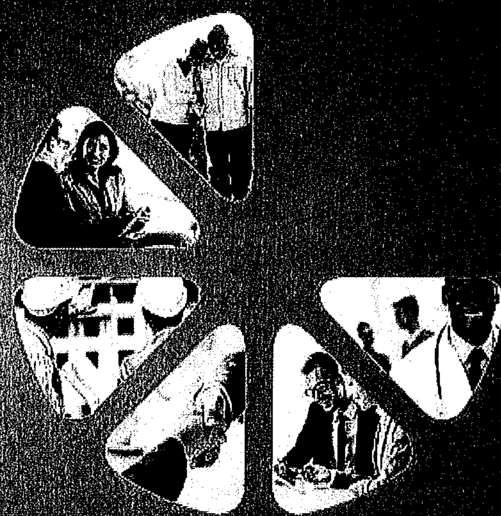
Index No: 216-22

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

Resolution Authorizing a Proposal from Orange Bank and Trust Company for Integrated Receivable Systems and Printing Services for Water and Sewer Billing

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes a proposal from Orange Bank and Trust Company to implement the integrated receivable systems and printing services for Water and Sewer billing.

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 proposal and new cash management agreement. Orange Bank will not charge us a services fee.



RELATIONSHIPS

OUR CORE STRENGTH

ORANGE
Bank&Trust
COMPANY

Proposal created exclusively for:

SEPTEMBER 15TH, 2022

Bank Representatives:

John Fracasse	**Matthew J. Harter**
Vice President | Municipal Specialist **ORANGE BANK & TRUST COMPANY**	AVP | Cash Management Officer **ORANGE BANK & TRUST COMPANY**
78 North Plank Road Newburgh, NY 12550 (D) 845-561-5004 | (Cell) 845-750-3924 MLO #929907	212 Dolson Ave Middletown, NY 10940 (P) 845-341-5157 | (Cell) 845-707-3342 MLO #1220508

Proprietary and Confidential

Executive Summary:

Thank you for the opportunity to present this Integrated Receivables and Print Mail proposal for your review and consideration. We are confident that our state-of-the-art product line and remarkable personal service will continue to be a great benefit to the City of Middletown. We have many years of experience successfully servicing municipalities and currently have relationships with over 100 municipalities. We believe that you will also realize the advantages of partnering with a strong, local, community bank.

We are proposing a deposit banking scenario which includes:

- Our Integrated Receivable Solution allows you to present residents Water & Sewer Bills Invoices Online and accept ACH & Credit Cards Payments via online payments, text to pay or Telephone (IVR) channels
- Print Mail Creation and Mailing for your Water & Sewer Invoices

The City of Middletown will also realize the following benefits by choosing to bank with Orange Bank & Trust:

- Direct contact with senior management including the Bank's President, Michael Gilfeather.
- Matthew Harter, our Cash Management Officer will be your dedicated conversion and implementation specialist to ensure a seamless transition.
- John Fracasse, our municipal specialist, will be your dedicated Relationship Manager and Cheryl Harrison will be your primary branch contact.
- Incredibly fast turn-around from locally based decision makers.

Proposal:

A. Scope of Services:

Integrated Receivables

Our Integrated Receivable Solutions helps increase revenue, generates material operating efficiencies, expedites transactions, improves convenience for resident's, and can dramatically enhance any enterprise payment platform.

- Integrated Receivables brings all your payment channels together into one system – streamlining the accounts receivable process.
- Process ACH debits (e-checks), credit cards and receive web/mobile payment.
- You can avoid the need for manual accounting data entry, as payments are matched automatically with your residents' invoices.
- The easy-to-use system allows your residents to make one-time payments, setup recurring payments and view their current and previously paid invoices.
- Scalable – process everything from small to thousands of transactions per day.
- One clear efficient customizable dashboard for all your reporting, insights and resident's communication.

- Fully intergraded with the Orange Bank & Trust Company Lockbox and Print Mail solution
- Ability for residents to pay by text message and view all their bills online from both Desktop and Mobile devices.
- Ability for residents to pay over the phone via IVR services.

Print Mail Service

Eliminate the hassle of invoice creation and presentment, while allowing you to fully customize the look and feel of your Water & Sewer invoices.

- Avoid the need to manual print, insert, stuff and mail for your Water & Sewer invoices.
- Customizable- We will work with your team on designing and creating your new invoices for the Water & Sewer Invoices to ensure functionality and marketing objectives.
- One clear efficient dashboard for all your reporting, insights and auditing needs.
- Ability to track both outbound and inbound mail items via OSG MailTrek service.
- Fully intergraded with the Orange Bank & Trust Company Lockbox & Integrated Payables Solutions

B. PRICING:

We are pleased to provide the Integrated Receivables Solution and Print Mail package outlined above with **No Service Fees Charged**** provided you continue to maintain a total relationship balance of $13.5 million amongst your various new or existing municipal checking accounts.

Orange Bank & Trust Company looks forward to continuing and expanding our long-standing relationship with the City of Middletown and we are ready to begin the transfer process of your accounts from your designated banks at your convenience.

Please acknowledge your acceptance of our proposal by signing below.

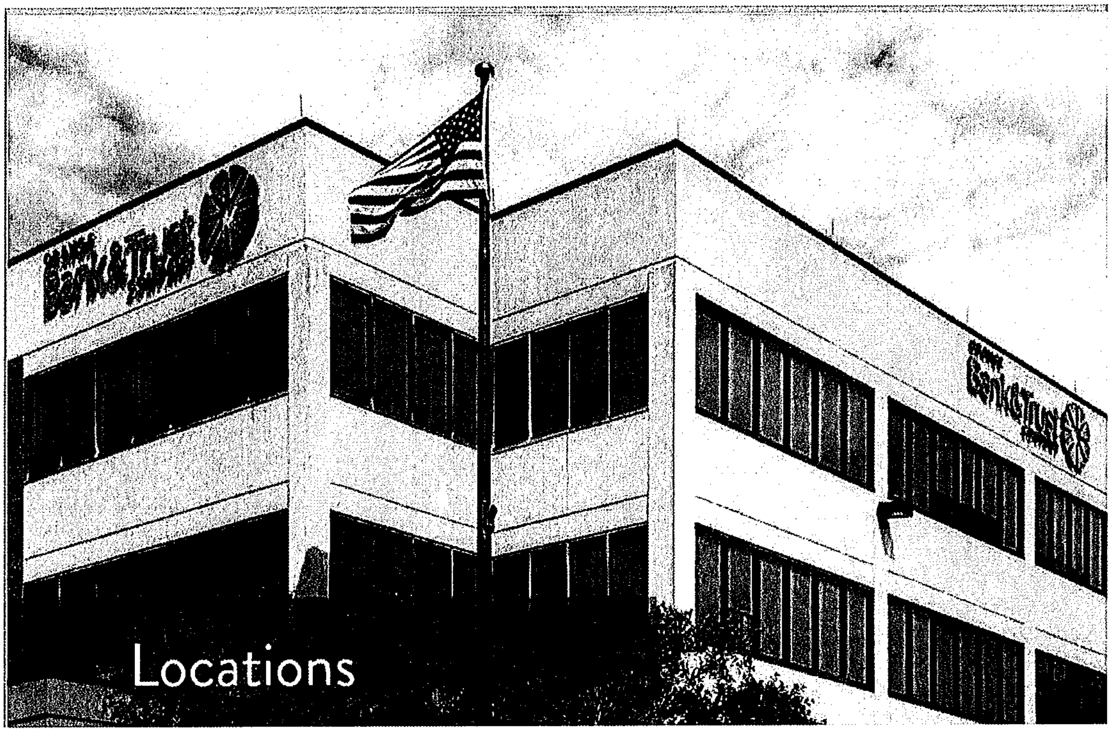
Accepted by:

Joseph DeStefano Mayor	Date
Matthew Harter AVP/Cash Management Officer	Date

*** Rates, terms and pricing are established based on the date on the cover of this proposal and remain in effect for 60 days. Analysis was based on statements provided and may change with deviations in banking behavior. Rates, terms and pricing are subject to change with market conditions.**

**** Excluding USPS Postage charges for Print Mail Services and Integrate Receivables Credit Card Processing fees. Credit card fees will be passed along directly to end user or resident should they select the option. No Credit Card Processing fees will be charged directly to the City of Middletown.**

Where to find us:



MIDDLETOWN 212 DOLSON AVENUE MIDDLETOWN, NY 10940 T. 845-341-5000 33 TRUST WAY MIDDLETOWN, NY 10940 T. 845-341-5074 75 NORTH STREET MIDDLETOWN, NY 10940 T. 845-341-5013 **MONTGOMERY** 2093 STATE ROUTE 208 MONTGOMERY, NY 12549 T. 845-457-9020 **CHESTER** 91 BROOKSIDE AVENUE CHESTER, NY 10918 T. 845-469-6282	**GOSHEN** 146 NORTH CHURCH STREET GOSHEN, NY 10924 T. 845-294-9700 **NEWBURGH** 78 NORTH PLANK ROAD NEWBURGH, NY 12550 T. 845-561-5004 **WHITE PLAINS** 42 WALLER AVENUE WHITE PLAINS, NY 10601 T. 914-422-3100 **CORTLANDT MANOR** 2141 CROMPOND RD CORTLANDT MANOR, NY 10567 T. 914-930-6279 **NEW CITY** 254 SOUTH MAIN STREET SUITE 110 NEW CITY, NY 10956 T. 845-639-1000	**MAMARONECK** 1214 EAST BOSTON POST ROAD MAMARONECK, NY 10543 T. 914-341-7130 **THORNWOOD** 859 FRANKLIN AVE. THORNWOOD, NY 10594 T. 914-984-2780 **MT. VERNON** 510 S. COLUMBUS AVE MOUNT VERNON, NY 10550 T. 914-465-3061 **BRONX** 1978 WILLIAMSBRIDGE ROAD BRONX, NY 10461 T: 718-775-3324

For the Good of the Community:

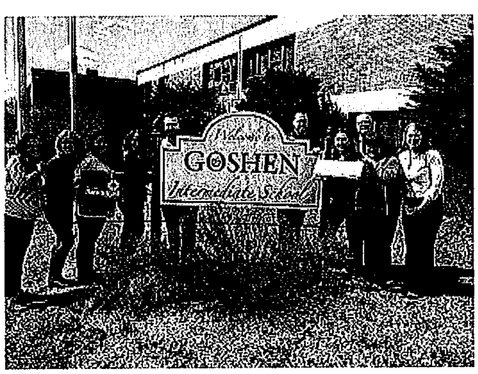
How We Give Back

As part of our commitment to our communities, we are proud to support organizations and their programs that make the region a great place to work and do business.

YMCA of Middletown has been an important part of our community for over 60 years. On September 27, 2019, representatives from the Y presented the Bank with the 2019 Legacy Award for our continuous support and dedication to our community. They also honored our very own, Marjorie Buckley, VP Branch Administrator, at the 2nd Annual "Fall for the Y" Gala. Marjorie is a longtime volunteer and Board Member of the YMCA. Her commitment to the Y and their mission has helped change the lives of families and adults in our community.

Warwick Playground Dreams

A Team from Orange Bank & Trust donated their time and energy to help build the new ADA-accessible playground in Warwick, NY. The playground is designed to ensure that children of all abilities have access to playground components that allows them to play together in a safe, truly inclusive environment. It fosters children's creative spirit and encourages free play that is necessary for both physical and cognitive development.



Junior Achievement Program

The Junior Achievement program partners with businesses, educators, and volunteers to directly reach the students in an environment conducive to education and learning. Orange Bank & Trust employees take part in "JA in a day," each year and work with sometimes over 225 students at different school districts throughout the county giving young people the knowledge and skills they need to own their economic success, plan for their future and make smart academic and economic choices.

Quick Facts:

ABOUT ORANGE BANK & TRUST

- Specializing in and understanding particular client niches
- Exceptional personal service, flexibility and responsiveness
- Dedicated relationship managers for client accounts
- Locally focused with access to decision makers
- A full array of quality banking products and services
- A respected corporate citizen
- Committed to remaining independent and locally owned
- An expanding network of 15 branches located in the counties of Westchester, Rockland, Bronx and Orange, New York.

STRONG, SAFE, AND SOUND

While the financial markets have struggled, Orange Bank & Trust remains strong and committed to its customers. Orange Bank & Trust's financial strengths include:

- Strong regulatory classification for capital position
- 125-year reputation
- Over $2.2 Billion in assets
- No sub prime loans or investments

FOR MORE INFORMATION

To discuss the many benefits of banking with strong, customer focused community bank like Orange Bank & Trust, please contact your local branch or relationship manager.

www.orangebanktrust.com

SERVICE CHARGE SCHEDULE

Account Maintenance – Monthly per account	$10.00
ACH Blocking & Filtering – Monthly per account	$30.00
ACH Credits	$.05
ACH Debits	$.05
ACH Stop Payment	$30.00
Brinks Smart Safe	Varies
Brinks- Money Room Charges	Varies
Brinks- Transportation/Courier Service	Varies
Cash Deposits-– Per $1,000.00	$1.50
Checks Paid	$0.15
Other Debits (Debit Card Purchases, Internal Transfer & Withdrawals	$0.12
Deposit Account Control Agreement -Monthly Maintenance Fee Per Acct	$150.00
Deposit Account Control Agreement- Account Set-up Fee 1 Time Charges	$500.00
Deposits – Slips	$0.15
Deposited Items – On-Us & Foreign	$0.15
Fed Ex Mailings	$25.00
Lockbox Deposits	$0.15
Lockbox – Monthly Processing	Varies
Lockbox – Initial Set-up	Varies
Mobile Check Deposit	$0.12
NSF Per Item Fee – Pay/Return & Charge	$35.00
Orange Online Banking Access	No Charge
Overdraft Per Item Fee – Pay/Return & Charge	$35.00
Positive Pay & Account Reconciliation – Monthly per account	$40.00
Remote Bank Check Printing – Monthly Maintenance	$325.00
Remote Bank Check Printing – Monthly Printer fee for 12 months	$125.00
RDC Deposits – Slips	$0.12
RDC Monthly Service Fee	$50.00
RDC Monthly Machine Fee – Monthly for 12 months	$85.00
Return Deposited Items – Checks	$10.00
Special Statement Handling	$100.00
Stop Payment	$30.00
Treasury Cash Management	$50.00
Wire Incoming -- Domestic	$10.00
Wire Incoming – International	$20.00
Wire Outgoing – Domestic Branch Initiated	$25.00
Wire Outgoing – Domestic Online	$10.00
Wire Outgoing – International Branch Initiated	$50.00
Wire Outgoing – International Online	$35.00

Commercial Analyzed Checking is designed for certain Business Banking customers. We reserve the right to convert your Analyzed Commercial Checking Account to another commercial checking product.

We may amend the service charges and include charges for additional services provided or expenses incurred on your behalf.

Ask your Orange Bank & Trust representative for specific charges.

ORANGE Bank&Trust COMPANY

CASH MANAGEMENT SERVICES AGREEMENT

THIS CASH MANAGEMENT SERVICES AGREEMENT (this "Agreement") dated as of _______________is made by and between OBTC ("Bank"), and

____

("Client"). This Agreement, along with any other Addenda attached hereto, is in addition to other agreements between Bank and Client, including but not limited to Client's checking and other deposit account agreements, Client's overdraft protection, loan and line of credit agreements as each may be modified from time to time. If there is a conflict in the terms and conditions of this Agreement and one contained in the other agreements between Bank and Client, this Agreement will control. By executingthis Agreement, Client agrees to the following terms and conditions:

1. The Services. Bank will provide and Client may obtain the cash management services (the "Services") described in this Agreement and any other Addenda attached hereto, in accordance with the provisions of this Agreement. The Services may include (i) the OBTC Online TCM Services ("TCM") (ii) Stop Payment Services, as each are more particularly described in the Addenda attached hereto, and all of which are accessible via the OBTC ("OBTC") Online TCM Service available to Client through the Bank's web site (the "Bank Site") Bank may offer additional Services through OBTC Online TCM Service from time to time. Such Services, whenever added, shall be subject to this Agreement and the applicable Addendum, and are included within the references to the "Services" in this Agreement. To use OBTC Online TCM Service, the Agreement must be in good standing, and Client must have at least one commercial checking account with Bank, access to Internet service, and a valid electronic mail address. OBTC Online TCM Service can be used to access all of Client's creditand deposit accounts with Bank (collectively, the "Accounts"). Client is responsible for restricting access to Accounts via OBTC Online TCM Service and Bank undertakes no obligation to monitor transactions to determine that such transactions are made on behalf of Client except as expressly provided herein. Client can use OBTC Online TCM Service seven days a week, twenty-four hours a day, although some or all Services may not be available from time to time due to emergency or scheduled system maintenance. Questions regarding the Services may be directed to (i) **cashmgmtsupport@orangebanktrust.com**, (ii) 212 Dolson Ave Middletown, N.Y. 10940, or (iii) during business hours on any Banking

Day, 845.341.5000. Client agrees not to send confidential information to Bank by electronic mail. Client may elect to access any of the available Services by executing the applicable Addendum and returning the same to Bank. Such Service(s) shall be made available for Client's access upon Bank's acceptance of the applicable Addendum, as evidenced by Bank's execution of such Addendum.

a. **Internet Banking Service.** Client can use OBTC Online TCM Services to check the balance of Accounts, view Account histories, transfer funds between Accounts, order checks for Accounts, andview checks paid on Accounts, all as provided onscreen.

b. **Limits on Amounts and Frequency of Transfers.** The number of transfers from Accounts and the amounts which **may** be transferred may be subject to certain limits pursuant to the terms of the underlying Account Agreements or applicable law. If a hold has been placed on deposits made to an Account, Client cannot transfer the portion of the funds held from the Account until the hold expires.

c. **Account Information.** Information shown on OBTC Online TCM Services is generally current. TheAccount balance may include deposits still subject to verification or other items memo posted to the Account (e.g., debit card activity) and **may** not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges. Transfers initiated through OBTC Online TCM Services before 6:00 p.m. (Eastern Time) on a Banking Day are posted to the Account the same day. Transfers completed after 6:00 p.m. (Eastern Time) on a Banking Day
or on a Saturday, Sunday or banking holiday, will be posted on the next Banking Day.

d. **Scheduled Transfers.** Please note that OBTC Online TCM Services identifies scheduled transfers based upon the Password of the Authorized User who made the electronic transfer.Client agrees that the Scheduled Transfer screens in both the Transfer and Bill Payer menu options of OBTC Online TCM Services will not reflect scheduled transfers made by multiple Authorized Users from the same Account if different Passwords are used. Client agrees to communicate with any other persons with authorized access to the Accounts concerning anyscheduled transfers or bill payments from the Accounts in order to avoid overdrafts.

Available Services-

- Wire Transfer Service ***(Addendum 1)***
- ACH Originations (***Addendum 2)***
- Positive Pay/ACH Block & Filter (***Addendum 3)***
- Remote Deposit Capture ***(Addendum 4)***

❁ Supplemental Online Banking Agreement *(Addendum 5)*

2. Secure Access Codes (SAC), Call Back Security Phrases, Passwords and Mobile AuthorizationCodes.

(a) Security Procedure. Client's ID and Password must be entered on the appropriate pages ofthe Bank Site to initiate an OBTC Online banking session. Client will be issued a temporary Secure Access Code (SAC) when logging in from a new device or when completing certain transactions. SACs can be delivered to client via phone call, email or text and it is essential thatthe client notify the Bank of any changes to these delivery methods. Client agrees that the use of the SACs along with other security procedures recommended and offered by the Bank constitutes a "commercially reasonable" security procedure for Client's use of OBTC Online TCM Service and the Services hereunder (including, without limitation, the origination of transfers and ACH Entries, bill pay payment requests, stop payment orders, and payment orders and requests for cancellation or amendment of payment orders for ACH Entries and wire transfers) (the "Security Procedures"). Client acknowledges that the purpose of the Security Procedure is for the verification of authenticity and not to detect an error in the transmission or content of any communication, transfer, payment order, or ACH Entry. No Security Procedure for the detection of any such error has been agreed upon between the Bank and Client and, to the extent any instruction initiated under Client's subscription to OBTC Online TCM Service andaccepted by the Bank in compliance with this Security Procedure contains any error, to the full extent allowed by law, Client shall be liable for, and shall indemnify the Bank against any claims, losses and expenses the Bank may incur that arise from or relate to the erroneous instructions. Client is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions, and agrees to be bound by all requests, communications, or other instructions to the Bank that are initiated under Client's subscription to . OBTC Online TCM Service accepted by Bank in compliance with the Security Procedure selected by the Client, regardless of whether or not Client or any Authorized User actually authorized the instruction. Client warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and the Passwords, Mobile Authorization Codes,

Call Back Security Phrase and Secure Access Codes. Client agrees that any request receivedby Bank in compliance with the Security Procedure selected by the Client shall be irrefutably presumed to be from an Authorized User of Client.

(b) **Confidentiality and Security.** Client will be provided a SAC for its initial use of the Services,during which use Client will be required to select or create one or more alphanumeric codes, images, phrases, questions with a matching answer, or other types of security techniques, all of which are referred to together and separately as Client's "Passwords". All references to the term"Password" shall include, to the extent applicable, any Online Password , CallbackSecurity Phrase, Mobile Authorization Code or SAC, as such terms are defined in **Addendum 2 and3** of this Agreement. The Bank requires Client to use the Secure Passwords to gain access to the Services, Secure Access Codes (SAC) and/or Mobile Authorization Codes to perform and approve certain transactions and Callback Security Phrase to confirm certain transactions. Client will not be allowed to access the Services without Client's Password. From time to time, the Bank may require Client to select or create different Passwords and may change the types of security techniques used to access the Services. For certain Services, the Bank may require Client to select or create additional Passwords or Security Codes and/or use other security techniques that the Bank makes available to Client. Client agrees that use of its Passwords and any other required security techniques will authenticate Client's identity and verify the instructions Client provides to the Bank. Client also agrees that the Bank may send notices and other communications about its security techniques and Client's Passwords or Security Codes, including designations and confirmations of specific Passwords or Security Codes, to Client's current address and/or electronic mail address shown on the Bank's records. Client is responsible for protecting the confidentiality and security of its Passwords and Security Codes. Passwords and Security Codes should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, names of children, andClient should memorize its Security Codes rather than writing them down and, where possible, change its Security Codes regularly. In selecting Passwords or Security Codes, Client should select items that are different from any other password or security code that Client may have forother Bank products or for other secure accounts Client has with others. Client agrees to reveal the Passwords or Security Codes only to individuals who are authorized signatories on each andevery Account. Client agrees that Client will not under any circumstances disclose its Passwordsor Security Codes to anyone, including anyone claiming to represent Bank, except in the case of the Callback Security Phrase which is used to identify an authorized individual. Client acknowledges that no one from Bank will ever ask Client for its Passwords with the exception of the Bank initiating the Wire and/or ACH Callback procedure where the client will need to providethe Callback Security Phrase in order for bank to complete the Wire or ACH origination transaction. Bank employees do not need client's online access Password for any reason. Clientalso agrees to review promptly each periodic statement that it receives from the Bank on an Account in order to detect any unauthorized transactions. Client understands that anyone who obtains its Passwords can access Client's Accounts and may initiate transactions on those accounts. If Client permits any other person to use the Passwords or other means to access its Accounts, Client is responsible for all transactions the other person authorizes on any of these accounts and for all online agreements the other person signs or accepts while using the Services. Client agrees to implement the necessary controls, balancing and reconciliation functions, and audit procedures to protect its Accounts from theft or misuse. If Client believes thesecrecy of its Passwords has been compromised, Client agrees to immediately notify Bank of that fact and immediately change its Passwords. Client agrees to notify Bank promptly by telephone at 845.341.5000 if it has reason to believe that its Passwords have been lost, stolen, or improperly accessed or used. Bank agrees to act to cease processing further transactions using the Passwords, but Client will be responsible for all transactions processed until Bank hashad a reasonable opportunity to act (including, without limitation, transactions that have been initiated and not processed which Bank cannot stop).

3. Rejection of Payment Orders; Overdrafts.

(a) Rejection of Payment Orders. Client acknowledges that Bank may from time to time, in its sole discretion, reject any payment order or return any transfer (i) if there are insufficient or unavailable funds in the Account or the Account has been closed or is frozen, (ii) if the paymentorder does not conform to the terms of this Agreement or (iii) if the payment order appears to bea duplicate; provided, however, neither Bank nor the Service Provider is under any obligation torecognize that a payment order is a duplicate, and Client should not rely on Bank or the ServiceProvider to do so. If a payment order is rejected or a bank transfer is returned, either Bank or the Service Provider will notify Client, and Client will have the sole obligation to re-initiate the payment order in accordance with the terms of this Agreement and OBTC Online TCM Services. Either Bank or the Service Provider may from time to time, in its sole discretion, execute any payment order or make any bank transfer even if such action would result in an overdraft to the Account, and Bank shall not be liable to Client as a result thereof; provided, however, Bank has no obligation to debit an Account into overdraft. Upon the occurrence of any overdraft incurred inthe Accounts, Bank shall have the right, in Bank's sole discretion to: (i) refuse payment of any outstanding and unpaid item drawn on any Account, and (ii) withhold from processing any transaction generated on the Account until sufficient available funds to cover such transaction have been credited to the Accounts. Client agrees that neither Bank nor the Service Provider willhave any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer.

(b) Authorization for Bank. Client authorizes and directs Bank to act upon instructions received through OBTC Online TCM Service using the Passwords. Client is liable for all transactions made or authorized with the use of the Passwords, whether by Authorized Users (as hereinafter defined) or anunauthorized person using such Passwords. Bank has no responsibility for establishing the identity ofany person who uses the Passwords. Client agrees that if Client gives the Passwords to anyone or fails to safeguard their secrecy, Client does so at its own risk since anyone with the Passwords will have access to the Accounts. By directing Bank, through the use of OBTC Online TCM Service and the Passwords to transfer funds or make a payment of any kind, Client authorizes Bank to withdraw from the Account the amount of funds required to complete the transaction. Any requests or instructions Bank receives through the OBTC Online TCM Service using the Passwords shall constitute writings with Client's signature as provided under applicable law, and shall have the same force and effect as in writing signed by Client. This includes requests with respect to funds in any Account, wire transfer instructions, stop payment orders, ACH Entries, bill payment instructions, changes to Accounts or Services or any other communication provided through OBTC Online TCM Service using the Passwords.

(c) Client Administrator; Authorized Users. Client shall designate one or two Client Administrators on the Cash Management Application. Client may administer use of the Services through the Client Administrator. If Client is a sole proprietor, Client will serve as the Client Administrator. If Client is a business entity, the Client Administrator must be an individual that is appointed by the authorized signatory of the Agreement (the "Authorized Signer"). The Authorized Signer must be authorized by resolution to execute the Agreement on behalf of the Client. Client may change the Client Administrator from time to time by sending written notice to Bank on Client's letterhead signed by the Authorized Signer. Such notice shall become effective after Bank has received the notice and had a reasonable opportunity to act on it. Client hereby authorizes and directs the Client Administrator to delegate access to the Services to agents and representatives of Client (each, an "Authorized User") and assign permissions to Authorized Users by selecting appropriate USER ROLE within OBTC Online TCM Service which meets the needs of the Authorized User. By following the instructions in the online Treasury User Guide, the Client Administrator may add, delete or change Authorized Users and may add, delete or change USER ROLES for Authorized Users. If Bank agrees to perform any of the Client Administrator's functions on Client's behalf, and then Client agrees to pay Bank additional fees for such services. Client would request such access on the Cash Management Application. The bank shall establish users, user roles, and access based on the request on such application. The bank shall not be held liable for completing such requests as long as the request has been approved by an authorized signer. Each Authorized User will have a unique Identification and Password enabling the Authorized User to access the Accounts through OBTC Online TCM Services as determined by the permissions granted by Client Administrator. Client agrees that each Authorized User assigned to a USER ROLE constitutes the binding appointment of the individual Authorized

User as Client's agent for the specified functions and authorization for Bank to rely on instructions made using any Authorized UserIdentification and Password as if such instructions were received directly from Client. Notwithstandingany term of any Account Agreement (including any signature card), Authorized Users may be grantedaccess to the Accounts based on the authority granted to such Authorized Users hereunder. To prevent unauthorized access to the Accounts and unauthorized use of the Services, Client agrees to maintain the confidentiality and security of the Passwords and to instruct all Client Administrators andAuthorized Users also to maintain the confidentiality and security of the Passwords. Client agrees to notify Bank immediately if Client believes its Passwords may have become subject to unauthorizeduse. BANK WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY UNAUTHORIZED USE OF ANY PASSWORDS, CALL BACK SECURITY PHRASES, MOBILE AUTHORIZATION CODES and SAC, INCLUDING ANY AUTHORIZED USER PASSWORDS, UNTILBANK HAS RECEIVED PROPER NOTICE OF ANY POSSIBLE UNAUTHORIZED USE AND HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. Client agrees that it will obtain the agreement of each Authorized User to the terms of this Agreement before Client grants access to the Authorized User. Unless the context clearly requires otherwise, each reference to Client in this Agreement shall include each "Authorized User". Notices sent to Client will be deemed sent to each Authorized User. Client is solely responsible for notifying the Authorized Users of the terms of this Agreement and each such notice, and for ensuring the Authorized Users' compliance with such terms.

(d)Overdrafts (Order of Payments, Transfers, and other Withdrawals).

If the Account has insufficient funds to perform all electronic fund transfers Client has requested for a given BankingDay, then:

(i) Electronic funds transfers involving currency disbursements, like ATM withdrawals, may havepriority;

(ii) Electronic fund transfers initiated through OBTC Online TCM Services, including bill payments, which would result in an overdraft of Client account may, at Bank's discretion,be cancelled; and **(iii)** In the event the electronic fund transfers initiated through OBTC Online TCM Services, including bill payments, which would result in an overdraft of the Accounts that are not cancelled, overdraft charges may be assessed pursuant to the terms of the Account Agreement. If an overdraft occurs in an Account, Client agrees to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Account before the end of that Banking Day. Any overdraft existing at theclose of a Banking Day is immediately due and payable without notice or demand.

4. Disclosures, Notices and Periodic Statements. Client agrees that to the extent permitted by law, receipts, notices and disclosures associated with OBTC Online TCM

Services may be provided electronically to Client by electronic mail, facsimile or over the Internet, either as part of an OBTC Online TCM Services banking session or otherwise. To the extent otherwise providedelectronically, Client will not receive a separate paper copy of an OBTC Online TCM Services periodic statement. In addition to reflecting Client's other Account activity, Client's periodic statements will include a description of any transfers to and from the Accounts using OBTC Online TCM Services. Client agrees to promptly notify Bank of any changes to its electronic mail address.

5. **Account Reconciliation.** The periodic statements or other notices provided to Client by Bankin connection with an Account will notify Client of (a) the execution of bank transfers (including wire transfers) and the debits or credits made to the Account, and (b) amounts debited by Bankfrom any other account for payment of the Services or other charges provided pursuant to this Agreement. Client agrees that Bank will not be required to provide any other notice to Client of the execution of transfer of funds from any Account, or debits or credits made to any Account. Client must examine the periodic statement for each Account with "reasonable promptness." If Client discovers (or reasonably should have discovered) any unauthorized payments, alterationsor transactions, Client must promptly notify Bank of the relevant facts. If Client fails to notify the Bank in a timely manner, Client may be responsible for any loss incurred as a result of the unauthorized payments, alterations or transactions, and will have to either share the loss with Bank or bear the loss entirely (depending on whether Bank exercised ordinary care and, if not, whether Bank substantially contributed to the loss). The loss could be with respect to not only items, transfers or payments on the statement but other items forged or altered or unauthorizedtransfers or payments made by the same wrongdoer. Client agrees to notify Bank of any discrepancy between the Client's records and the information in the periodic statement within a reasonable period of time not to exceed thirty (30) days from when the statement is first made available to Client. In the event that Client fails to notify the Bank in a timely manner, Client will be liable for the full amount of the item, transfer or payment and Bank will not be responsible for the payment of any interest to Client. Client further agrees that if Client fails to report any unauthorized signatures, alterations, forgeries, transfers or payments or any other errors in the Account within sixty (60) days of when Bank makes the statement available, Client cannot asserta claim against Bank on any items, transfers, payments or other errors in that statement, and theloss will be entirely the Client's. This sixty (60)-day limitation is without regard to whether Bank exercised ordinary care. In that event, Client will be liable for the full amount of the item, transfer or payment and Bank will not be responsible for the payment of any interest to Client. This limitation isin addition to that contained hereinabove.

6. No Default. As of the date of this Agreement and each date that Client requests or receives Services hereunder, Client expressly represents and warrants to Bank that (a) Client's agreement to the terms of this Agreement (whether agreed to by Client now or in the future) or (b) its obtaining of theServices will not constitute an event of default under any agreement, including without limitation, any loan agreement, that Client has with Bank or any other party.

7. Financial and Other Information.
(a) Client Information. Upon Bank's request from time to time, Client will promptly furnish allfinancial and other information to Bank as Bank deems necessary or appropriate, in its sole discretion, for the provision of the Services, the performance of Bank's responsibilities or theexercise of Bank's rights under this Agreement.
(b) Confidentiality and Security. Bank will take reasonable precautions to maintain the confidentialityand security of Client's private account information; provided, however, that Bank may disclose such information in connection with the performance of the Services, the resolution of any dispute with Client regarding this Agreement, to prevent or remedy fraud, as permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which Bank may be subject, or if Client gives Bank written permission. Client acknowledges that if any third party performs some or all of the Services, Bank will not be liable for any disclosure by any such third party servicer, agent, independent contractor or other entities. Client shall keep the Security Procedures and all other Bank procedures confidential and will not use or disclose any such procedures except as necessary to effectthe transfers and other transactions contemplated hereunder or as required by applicable law. Client shall promptly notify Bank in the event that any such procedures have been or may have been compromised.

(c) Proprietary Information of Bank. Client acknowledges that all of Bank's computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trade secrets, proprietary data, trademarks, tradenames, service marks, and logos relating to the Services ("Bank Information") are confidential and owned exclusively by Bank, Bank's servicers, agents or independent contractors, and Client does not and will not claim any interest in them, and will return them to Bank promptly upon termination of this Agreement, the applicable Service, or upon Bank's request. Client agrees to treat the Bank Information as confidential, not to copy the Bank Informationexcept to the extent necessary to use the Services, and not to disclose or otherwise make them available in any form to any person or entity except, on a need-to-know basis, Client's employees. Client will instruct its employees to whom it permits access to the Bank Information as permitted by this Agreement to keep such information confidential. Upon the earlier of termination of this Agreement, any Services hereunder, or Bank's request therefor, Client will return to Bank all copies ofthe Bank Information which are in itspossession.

8. Indemnity; Limits of Liability; Disclaimer of Warranties.

(a) Indemnity. (i) Except as may be directly attributable to Bank's lack of good faith or failure to exercise ordinary care and as limited by Article 4 of the Uniform Commercial Code as enacted in the state of New York (as applicable) , Client will defend, indemnify and hold harmless Bank and Bank's affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the "Bank Parties") from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands to which Bank or the Bank Parties may be subject or may incur arising out of or in connection with its or their performance of this Agreement or the Services, or any obligation, responsibility, warranty or representation of Client relating to the Services, or Client's breach of any term of this Agreement, regardless of the nature of any loss. In addition to and not in limitation of the foregoing, Client further agrees to indemnify, defend, hold harmless and release Bank and the Bank Parties from and against any and all liability, and agrees not to make any claim against Bank and the Bank Parties or bring any action against any of them, relating to its honoring or allowing of any actions or transactions that were conducted by the Client Administrator or Bank in its performance of any Client Administrator function or under the Security Codes or acting upon transactions, messages or authorizations provided using the Security Codes. Client agrees that neither Bank nor the Bank Parties shall be responsible for any damages, error, loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide Client with access to OBTC Online TCM Services, whether caused by the equipment, software, Bank, Internet service providers, Internet browsers, or parties providing communication services to or from OBTC Online TCM Services to Client.

(ii) (a) Except as may be directly attributable to Client's lack of good faith or failure to exercise ordinary care and as limited by Article 4 of the Uniform Commercial Code as enacted in the state of New York (as applicable) , Bank will defend, indemnify and hold harmless Client and Client's affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the "Client Parties") from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands to which Client or the Client Parties may be subject or may incur arising out of or in connection with its or their performance of this Agreement or the Services, or any obligation, responsibility, warranty or representation of Bank relating to the Services, or Bank's breach of any term of this Agreement, regardless of the nature of any loss.

(b) Limits of Liability. In the performance of the Services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Client pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its grossly negligent or willful misconduct in performing those Services. With respect to the performance of services under this Agreement that are not covered by Article 4A of the Uniform Commercial Code as enacted in New York, the parties will be governed by a standard of ordinary care. Client agrees that Bank shall be conclusively deemed to have exercised ordinary care if its action or failure to act has been in conformity with the procedures required by this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by applicable law, Client agrees that neither Bank nor the Indemnified Parties shall be liable, and Client releases and waives any and all claims against all of them, for any and all losses, damages or costs incurred by Client or by any other person,arising from or relating to any acts or omissions of the Bank or the Indemnified Parties, whether under this Agreement or otherwise, in connection with the Services or any Account (including, but not limited to, improper calculation or processing; transfer of funds or failure to transfer; dishonor or failure to dishonor; payment, stop payment, or failure to pay or stop payment; processing of electronic transfer entries; or loss or delay of electronic transfer entries, items, instruments, inputdata and materials during transfer to or from the Bank) unless you prove that such losses, damages or costs resulted solely from the Bank's bad faith or gross negligence or from breach of this Agreement; provided, however, to the fullest extent permitted by applicable law, neither the Bank nor the Indemnified Parties shall be liable to Client or any other person for any of the following:

◊ For any incidental, special, exemplary or consequential damages, including attorneys' fees or loss of profits, revenue, data or use by Client or any third party, even if informed of the possibility of such loss in advance;

◊ For any error in transferring funds from or into an Account if Client fails to notify Bankof the erroneous transfer within thirty (30) days after Bank delivers or otherwise make available an account statement showing the erroneous transfer;

◊ For any failure to make a transfer or payment when Client's Account is frozen or fundsare otherwise unavailable under the terms of Client's Account Agreement with the Bank;

◊ For any losses, damages or costs arising from or relating to Client's failure to maintainthe confidentiality and security of its Security Codes, any or all components of its Security Codes or any other information that enables any other person to gain accessto Client's Accounts or Client's subscription to OBTC Online TCM Services;

◊ For any losses, damages or costs arising from or relating to Client's failure to receive notices and other communications (including Security Codes) that the Bank has sent to Client's current address and/or electronic mail address shown on the Bank's records, regardless of whether the address on that communication included any designation for delivery to the attention of any particular individual;

For any losses, damages or costs, relating to or in any way arising out of the use of OBTC Company Online TCM Services or the installation, use, or maintenance of the equipment, software, Internet service providers, Internet browsers, or parties providingcommunication services to or from OBTC Online TCM Services to Client; and

◊ For any losses, damages or costs arising from or relating to any of the followingcircumstances:

if, through no fault of the Bank, Client does not have enough money inits Account to complete a transaction from that Account;
if the amount of the transfer would exceed the amount of available credit under any overdraft protection line of credit for the related Account;
if Client has not complied with the Bank's instructions in this Agreement onhow to make the transfer or bill payment;
if Bank has not received complete, correct, and current instructions so that the Bank can make the requested transfer or bill payment;
if Client does not authorize a transfer or bill payment soon enough for Client's payment to be received by the payee by the time it is due or Client schedules apayment to be made after its due date;
if withdrawals from the applicable Account have been prohibited by a court order or other legal process; if a force majeure event prevents making a transferor bill payment, despite reasonable precautions that the Bank has taken;
if Bank stops the transfer or bill payment because it has reason to believe that atransaction has not been properly authenticated or is fraudulent or if such transfer would result in the violation of any applicable state or

federal law, rule, regulation or guideline; and
if the Bank's failure was not intentional and resulted from a bona fide error, notwithstanding its procedures to avoid such error, except for actual damages, which, to the extent permittedby applicable law, do not include indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages.

To the fullest extent permitted by applicable law, Client agrees that Bank and the Indemnified Parties shall have no liability whatsoever for any loss caused by the act, error, or omission of Client or any other person, including, without limitation, the Service Provider, any Internet access service provider,any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent.

(c) Force Majeure. In no event shall Bank or Client be liable to the other at any time t or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of Bank's or Client's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond Bank's or Client's control, including, without limitation, legal restraint, interruption of transmissionor communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, fire, storm, or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Internet service, service provider or another bank or financial institution.

(d) DISCLAIMER OF WARRANTIES. CLIENT ACKNOWLEDGES THAT NO EXPRESS ORIMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR COMPUTER VIRUS OR OTHER DISABLING

ROUTINE IS MADE BY BANK WITH RESPECT TO ANY SERVICE, AND BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. IN ADDITION TO AND NOT IN LIMITATION OF THEFOREGOING, BANK DOES NOT WARRANT THAT OBTC ONLINE CASH MANAGEMENT TREASURY SERVICES OR ORANGE BANK & TRUST BUSINESS ON-LINE BANKING SERVICE, THE SERVICES OR THE BANK SITE WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF OBTC ONLINE TCM SERVICES OR ORANGE BANK & TRUST BUSINESS ON-LINE BANKING

SERVICE, THE SERVICES OR THE BANK SITE WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

(e) Client's Liability for Unauthorized or Erroneous Transfers. To the fullest extent permittedby applicable law, Client agrees to be responsible for all unauthorized or erroneous payment orders or ACH Entries initiated through OBTC Online TCM Services. Client's liability for unauthorized or erroneous items is also governed by the Account Agreement.

9. Payment for the Services.

(a) Fees and Charges. Client agrees to pay Bank the charges for the Services set forth in the Schedule Services and Fees (the " Fee Schedule"), the Schedule of Services and Service Charges - Business Accounts (the "Account Fee Schedule"), and any separate fee schedule for a specific Service (each, a "Service Fee Schedule") (collectively, the "Fee Schedules"), all as may be changed from time to time. Client acknowledges Bank's absolute right to adjust the charges for the Services (including, without limitation, to reflect the increased cost or risk, as determined by Bank, of providing the Services to Client). Client shall be solely responsible for payment of any tariffs, duties, or sales, use, excise, value added, utility or other similar taxes relating to the Services, none of which are included in the Fee Schedules. **(b) Payment.** Client authorizes Bank to charge Client's checking account to obtain payment for the Services throughaccount analysis, compensating balances, or by direct debit of the Billing Account, or by a combination of the preceding, but debiting the Billing Account is not Bank's exclusive remedy forClient's non-payment of Services. Bank will notify Client of any debit made under this paragrapheither by separate written notice or as part of Bank's statement of the Billing Account for the period in which the payment amount was debited. Client may change the Billing Account to another checking account of Client maintained at Bank by notifying Bank in accordance with Section 12 of this Agreement.

10. Security Interest; Set-Off.

(a) Security Interest. Client agrees that Client's obligations under this Agreement, including, without limitation, any indebtedness or liability arising out of or in connection with the Services,will be secured by any collateral now or in the future held by Bank and any affiliate of Bank oron which Bank and any affiliate of Bank now or in the future has a lien or security interest for any other indebtedness Client owes to Bank and any affiliate of Bank, whether such other indebtedness has already been incurred or is incurred in the future, and the instruments and agreements under which such collateral is provided are hereby amended to secure Client's obligations

under this Agreement. Client hereby assigns all of its Accounts with Bank and any affiliate of Bank to Bank to secure its obligations to Bank under this Agreement.
(b) Set-off. Client expressly authorizes Bank to debit any account maintained by Client with Bank (including, without limitation, the Billing Account) or any affiliate of Bank and/or set off any of Client'sobligations to Bank under this Agreement against any amount Bank or any affiliate of Bank owes toClient in order to obtain payment of Client's obligations under this Agreement.

11. Minimization of Risk. If and to the extent Bank permits Client to have the use of funds for which Client has not received final, non-avoidable payment in collected funds, the use of such funds will constitute a financial accommodation to Client, which Bank may terminate at any time. Bank has the absolute right to delay the availability of funds for the Billing Account or any other Accounts involved in the provision of the Services, without regard to any availability schedule designated by Bank or any practice or pattern of practices by Client. If Bank deems, in its sole and absolute discretion, that its riskexposure as provider of the Services under this Agreement has become too great, Bank may act to minimize this exposure by (a) requiring Client (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer; or (b) placing holds on any of Client's Accounts (including, without limitation, the Billing Account) for each transfer. The provisions ofthis paragraph may be limited only by the requirements of applicable federal banking laws and regulations.

12. Notices.
(a) Delivery. Notices to be sent under this Agreement (unless otherwise specifically provided inany Addendum, Schedule or Exhibit) shall be sent by (i) United States first class mail, return receipt requested, (ii) overnight mail with proof of receipt, or (iii) by hand delivery to the street address set forth below such signature (or such other address designated by the party in writing from time to time) and shall be deemed effective upon receipt. Notices may also be delivered from Bank to Client electronically by facsimile or e-mail or, if a Service is provided by access to an Internet website, then by posting of a notice or communication on the website.
(b) Reliance. Except as otherwise expressly provided in this Agreement, Bank will not be required toact upon any notice or instruction received from Client or any other person, or to provide any notice oradvice to Client or any other person with respect to any matter. Bank will be entitled to rely on any written notice or communication believed by Bank in good faith to be genuine, and any such notice orcommunication shall be deemed to have been given byClient.

13. Events of Default. (i) Each of the following shall constitute an event of default by Client (an "Event of Default") under this Agreement: (a) any breach of Client's obligations, warranties or covenants under this Agreement; (b) any failure to pay any charges due in connection with any of the Services; (c) anymisrepresentation by Client of any material fact in any statement, report, or representation made by Client to Bank in connection with any of the Services (either when made or thereafter); (d) any default by Client under any other agreement between Bank and Client (including, without limitation, any loan or security agreement); (e) Client's business failure, insolvency or bankruptcy; or (f) receipt by Bank of any legal process with respect to any of Client's Accounts.

(ii) Each of the following shall constitute an event of default by Bank (an "Event of Default") under this Agreement: (a) any breach of Bank's obligations, warranties or covenants under this Agreement; (b) any misrepresentation by Bank of any material fact in any statement, report, or representation made by Bank to Client in connection with any of the Services (either when made or thereafter); (c) any default by Bank under any other agreement between Bank and Client (including, without limitation, any loan or security agreement); or (d) Bank's business failure, insolvency or bankruptcy.

14. Recording and Use of Communications. Client and Bank agree that all telephone conversationsor data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

15. Files and Records. All Electronic Files, Entries, Security Procedures, and related recordsused by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Client's request. Any expenses incurred by Bank in making such information available to Client shall bepaid by Client.

16. Banking Days. For purposes of this Agreement, a "Banking Day" is a day on which Bank is opento the public for carrying on substantially all of its business, other than a Saturday, Sunday or bankingholiday.

17. General Terms.

(a) Amendments. Subject to the Client's consent, which consent shall not be unreasonably withheld, delayed or conditioned, Bank may at any time from time to time amend any of the terms contained inthis Agreement by notice thereof to Client. Such amendments shall automatically become effective when notice is given as provided in this Agreement, or such later date as may be statedin Bank's notice. Notwithstanding the foregoing, Bank may amend any terms if Bank, in its sole, but reasonable discretion, determines that the change is necessary (A) to avoid potential loss to Bank or the Client, (B) due to circumstances that substantially affect Bank operations, or (C) if performance of the Services may result in a violation of any present or future statute, regulation, or government policy to which Bank may be subject, and in any of the foregoing cases, this Agreement will be deemed amended immediately upon delivery of notice to Client, and Bank will not incur any liability to Client as a result of the violation or amendment. Except as expressly provided in this paragraph, this Agreement may not be modified or amended except by a written agreement duly executed by Bank and Client.

(b) No Waiver. No waiver or partial or single exercise by either party of any right or remedy under thisAgreement will be of any force and effect unless made expressly in writing. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by the Bank on any one occasion shall not be construed as a bar or waiver of its rights or remedies on future occasions.

(c) No Assignment. Client may not assign this Agreement or any of its rights or duties hereunder to any person or entity without Bank's prior written consent, which consent may be withheld in Bank's sole and absolute discretion, and any attempted assignment shall be void. Bank may assign this Agreement to any affiliated entity or a successor. Bank may also assign or delegate any or all of its rights or duties hereunder to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either Bank or its service provider; however, such assignment or delegation shall require Client's prior written consent, which consent may be withheld in Client's sole and absolute discretion. Any reference in this Agreement to Bank also shall be considered a reference to any service provider performing Services under this Agreement on behalf of the Bank. This Agreement shall be binding upon and insure to the benefit of each party hereto and its respectivepermitted successors and assigns.

(d) Termination and Survival.

(i) Either party may terminate this Agreement in its entirety or any Addendum with respect to any one or more Services at any time by written notice to the other party, signed by an authorized representative of such party and sent at least thirty (30) calendar days prior to the termination date specified in such notice. Termination of an Addendum shall not constitute termination of the Agreement or of any other Addendum. This Agreement or the applicable Addendum will continue in effect until terminated by either party by prior written notice to the other party; provided, however, that Bank has the absolute right to terminate this Agreement orany Addendum at any time without notice (i) upon the occurrence of an Event of Default, (ii) if Bank, in its sole discretion, decides to discontinue offering any one or more of the Services under this Agreement, or (iii) Bank is required to terminate pursuant to any law, regulation or supervisory regulatory agency. Termination of this Agreement or any Addendum shall not affectany obligations arising prior to such termination. All sums Client owes to Bank for any Servicesshall be due and payable in full immediately upon the termination of the Service. No such termination shall affect any claim or cause of action of either party which existed prior to or at the time of termination.

(ii) Client may cancel Client OBTC Online TCM Services at any time by writing to 212 Dolson Ave. Middletown, N.Y. 10940. Client's access to the Service will be suspended within three (3) Banking Days of Bank's receipt of Client instructions to cancel the Service. Bank can terminate, suspend, or limit Client access to OBTC Online TCM Services at any time and for any reason in Bank's sole discretion. Client specifically agrees, however, that Bank may terminate Client's access to OBTC Online TCM Services without prior notice, if Client has insufficient funds in any one of Accounts or if Client does not designate a new Payment Account, as such term is definedin Addendum 5, immediately after Client close the existing Payment Account. Bank may reinstateClient's access to the OBTC Online TCM Services, in its sole discretion. Termination will not affect Client's liability or obligations under this Agreement for transactions that have been processed onClient's behalf. All future bill payments must be separately cancelled at the same time that Clientcancels the OBTC Online TCM Services or Orange Bank & Trust On-Line Bill Payment Service, either by deleting those payments using OBTC Online TCM Services or by calling OBTC 1.845.341.5000. This will ensure that future payments and transfers made by Client will not be duplicated. Bank will automatically delete all outstanding payment orders (all individual paymentsand all recurring payments) once service has been terminated. Client will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the specific Service only and does not terminate Client's other relationships with Bank.

(e) Counterparts. This Agreement may be executed by Client and Bank in separate counterparts,each of which shall be
an original and both of which taken together shall constitute one and the same agreement.

(f) Entire Agreement. This Agreement, the Addenda, the Fee Schedules, and all applicableaccount disclosure notices, and the agreements governing the Accounts (each, an "AccountAgreement") are the complete and exclusive statement of the understanding and agreementbetween Bank and Client with respect to the subject matter hereof, and supersede any prior agreements between Bank and Client with respect to such subject matter. To the extent there isa conflict between the terms of this Agreement and any Account Agreement, the terms of this Agreement will control with respect to the Services.

(g) Headings. Headings to sections of this Agreement are included for reference purposes only andshall not be deemed
to create rights, remedies, claims, or defenses arising under the Agreement.

(h) Severability. In the event that any court or tribunal of competent jurisdiction determines that anyprovision of the Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shallnot be affected thereby.

(i) No Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the undersigned parties hereto and their respective permitted successors and assigns. This Agreement isnot intended to and shall not be construed as granting any rights to or otherwise benefiting any otherperson.

(j) Authority. Concurrent with Client's delivery of this Agreement to Bank, Client shall provide Bank evidence satisfactory to Bank of Client's authority to execute and perform its obligations hereunderand such other documents as Bank may reasonably require. Bank is entitled to rely upon such evidence and upon amendments thereto executed by an authorized representative of Client.

(k) No Extension of Credit. Nothing in this Agreement nor any course of dealing between Client and Bank constitutes a commitment or obligation of Bank to lend money to Client or obligates Bank to extend any credit to Client, to make a loan to Client, or otherwise to advancefunds to Client to pay for any payment order contrary to Bank's published availability schedules.

(l) Attorneys' Fees. Client promises to pay to Bank any reasonable attorneys' fees and legal expenses Bank incurs in collecting any sum or enforcing any obligation of Client under this Agreement that Client fails to pay or perform when due. Bank promises to pay to Client any reasonable attorneys' fees and legal expenses Client incurs in enforcing any obligation of Bank under this Agreement that Bank fails to perform in accordance with this Agreement.

(m) Governing Law. This Agreement will be governed by the laws of the United States and the State of New York, without regard to such state's principles regarding conflicts of law. Client and Bank agree that if a payment order is a portion of a funds transferin which other portions are subject to the Electronic Fund Transfer Act of 1978 (as in effect from time to time), all actions and disputes between Client and Bank concerning the payment order shall be determined pursuant to Article 4A of the Uniform Commercial Code, as varied by this Agreement.

(n) *Intentionally omitted*

(o) WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANYAND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES HEREUNDER.

(p) Client Status. Client expressly warrants that Company is not a "Consumer" as defined insection 1005.2(e) of Regulation E of the Board of Governors of the United States Federal Reserve Board pursuant to the Consumer Credit Protection Act, as amended, 15 U.S.C. 1601 et seq., and that Client will use each Service solely for business, and not personal, family or household purposes.

(q) Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Client may be liable to each other or to a third party pursuant to the Services, Bank and Client will undertakereasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defendor elected to pursue against a third party.

(r) Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may haveby law, ordinance or otherwise.

I am signing below to certify attestation to the agreement and all appropriate addendums forthe services requested. Please indicate the additional services requested under this agreement *(please select by initialing)*

	Initial
Wire Transfer Service *(Incorporated as **Addendum 1**)*	
ACH Origination *(Incorporated as **Addendum 2**)*	
Positive Pay/ACH Block & Filter *(Incorporated as **Addendum 3**)*	
Remote Deposit Capture *(Incorporated as **Addendum 4**)*	
Supplemental Online Banking Agreement *(Incorporated as **Addendum 5**)*	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

Client Name	
Client Title	
Client Signature	
Date	

Addendum 1
OBTC Wire
Service

This Addendum sets forth additional terms and conditions with respect to access to on-linewire services. Bank and Client agree as follows:

1. Funds Transfer Requests. Client may submit funds transfer payment orders ("Requests") in accordance with the terms and conditions of this Agreement. Subject to security procedures, Bank will execute funds transfers in accordance with Requests received from authorized client representatives ("Authorized Agents"), via OBTC TCM online access. Fully and finally collected funds must be available in the account specified in the Request at the time the request is made. Bank may choose the funds transfer mechanism (for example, Fed wire, correspondent bank transfer, internal transfer, letter) to be used when acting upon a Client's Request. Bank will forward all information required by law, i.e., name, address, and account number.
2. Security. Client agrees that Bank's security procedures, as set forth in The cash Management Application, are commercially reasonable. Client agrees that Bank will use these procedures to verify the authenticity of a Request and to detect unauthorized Requests. If Bank acts on aRequest in compliance with the Security Procedures, then Client will be obligated on the Request and it will be treated as Client's request, whether or not authorized by Client. The security procedures may be changed by Bank from time to time. Bank may assign to Client one or more confidential security codes or passwords or Client may choose a specific code orpassword by indicating on The Cash Management Agreement. Requests that cannot be confirmed by security callback procedure, providing correct security code or password, will notbe executed by Bank. Client is responsible for maintaining the confidentiality of the security procedures, including any codes or passwords. Client will notify Bank immediately in the event Client suspects that any security procedure used to verify the authenticity of Requests (including but not limited to any confidential code or password) has been or may be compromised or rendered ineffective. Bank may, but is not obligated to, record electronicallyany telephone calls between Bank and persons acting on Client's behalf, and may keep these recordings for as long as Bank wishes. Client must obtain the consent of its Authorized Agents to such recording. Client agrees that these recordings, and any other messages (including telecopier or facsimile messages) received by Bank, will be treated as writings signed by Client, and will control in the event of any difference with the records of Client.
3. Payment to Bank. Unless otherwise agreed to in writing, Client must pay Bank the amount of any funds transfer, plus any applicable fee, before Bank will execute the

Request. Bank's funds transfer fees are subject to change.

4. Acceptance and Execution of Requests. A Request is considered executed when Bank executes it.Request for a funds transfer must be received by the Bank no later than **4:00 p.m.** A request received after this time will be executed the next day other than Saturday or Sunday that Bank is open for business (a "Business Day").

a. Bank may reject a Request for any reason or for no reason, including insufficient collected funds in the account specified in the Request (the "Account"), inability to verify the authenticity of the Request in accordance with applicable security procedures,or otherwise. Bank will notify Client by mail or phone if Bank rejects a Request.

b. Client may not be able to amend or cancel a Request after the Request has been received by Bank. Bank may at its discretion use reasonable efforts to act on Client's request for amendment or cancellation, but will not be liable if it does so. Furthermore, Client will indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in its amendment or cancellation efforts.

c. When a Request contains a name and account number, payment may be made by Bank and/or by other banks to which a Request is forwarded based solely on the account number even if the account number identifies a beneficiary different from the beneficiarynamed by Client. Client acknowledges that Bank and other banks to which a Request isforwarded may rely on any bank identification number supplied by Client as a means toidentify any other bank, even if the identification number is different from the bank named by Client. Client's obligation to pay the amount of the funds transfer to Bank is not excused in such circumstances. Client acknowledges that any Request executed byBank will be subject to rules and regulations applicable to payment orders, including record keeping and information transmittal requirements under the federal Bank SecrecyAct and its implementing regulations. Client acknowledges and agrees that Bank may capture and transmit information regarding Client (for example, Client's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers, and beneficiary's account number) as part of the processing of a payment order. Client agrees to assist Bank in connection with anyrequirements imposed on Bank in fulfilling Bank's obligations in this regard.

5. Account Reconciliation & Notification. All funds transfers will be reflected on Client's periodic statement. Client agrees to examine such periodic statement or other notifications and notify Bank within 60 calendar days of any (i) discrepancy in funds transfer and (ii) any unauthorizedtransfer shown on any such statement or notification. If the

Client fails to meet this reporting responsibility, to the extent allowed by applicable law, the Client will be precluded from asserting the discrepancy or lack of authority against the Bank and the Bank shall not be liable for payment of any principal or interest with respect to a fundstransfer.

6. Funds Transfer Method. Bank will not be responsible for failing to act or delay in acting if suchfailure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank'scontrol. In addition, Bank shall be excused from failing to accept, execute or settle with respectto a Request if so doing would result in Bank violating Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority.
7. Liability. Bank will exercise reasonable care in processing Requests. Client will exercise reasonable care in observing security procedures, examining statements and records, and initiating Requests. Client is responsible for ensuring the accuracy of Requests, and Bank has no duty to verify the accuracy of a Request, nor will it be liable for any losses or damages arising out of Requests that contain erroneous information.

   In no event shall Bank be liable for any consequential or special loss or damage which Client may incur or suffer in connection with loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement. Bank will be liable for Client's lost interest at the prevailing interest rate at the time of Request if Bank fails to exercise ordinary care. Client assumes full responsibility to ensure the confidentiality of any security procedures, codes, passwords, and any other agreed upon procedures.
8. Assignment & Amendments. From time to time Client may amend the information provided on The Cash Management Agreement by written notice to Bank signed by an Authorized Signer on the account. Such amendment shall be effective after Bank receives notice from Client and have had a reasonable time to act on it. Bank may require Client to use certain forms in order to effectuate such amendments. Client will notify Bank immediately, in writing, of any changes in the Authorized Agents or their limitations as listed on The Cash Management Application.
9. Notices, Instructions, Etc. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Agent, and any such communication shall be deemed to have been signed by such person.

OBTC
Attn: Wire
Department212
Dolson Avenue
Middletown, NY 10940

ORANGE Bank&Trust COMPANY

Addendum 2

OBTC Automated Clearing House (ACH) Origination Service

This Addendum sets forth additional terms and conditions with respect to access to ACH Origination services. Bank and Client agree as follows:

Description of Services

ACH is a batch processing payment system that U.S. banks use to exchange and settle credit and debit transactions on behalf of their clients or themselves. Client wishes to originate credit and/or debit Entries through Bank to Accounts maintained at Bank and in other depository financial institutions by means of the ACH Network pursuant to the terms of this Addendum, the General Terms, and the NACHA Rules ("Rules"), and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. This Addendum and the General Terms set forth the terms and conditions pursuant to which Bank will provide to Client the ACH Origination Services outlined herein. Unless otherwise defined inthis Addendum or the General Terms, capitalized terms shall have the meanings provided in the NACHA Rules.

Credit Approval

In utilizing the ACH Network in performance of this Addendum, Bank must make certain warranties on behalf of Client. Specifically, Bank is charged with settling Entries originated by Client and warrants on behalf of the Client, among other things, that the Entry has been properly authorizedby the Originator and the Receiver and is in accordance with the NACHA Rules. Bank must approve all ACH Entries and may request financial information from Client and/or a separate creditagreement. Bank will also assign Client a limit representing the maximum aggregate dollar amountof Entries that may be initiated by Client each day ("Exposure Limit"). Client understands that daily requests for Entries exceeding this amount are honored solely at the discretion of Bank. Requests not honored would be communicated to Client or Client's designated representative. Bank may also, in its discretion and upon notice to Client, require Client to maintain reserve balances in one or more Accounts in an amount equal to a percentage (the "Reserve Percentage")of all Debit Entries initiated by Client within a preceding period, as determined by Bank in its discretion, to accounts of Receivers.

Compliance with NACHA Rules and Laws.

Client acknowledges it has a copy of or has access to a copy of the NACHA Rules. The Rules may be purchased on line at www.nacha.org. Client agrees to comply with and be subject to the Rulesin existence at the date of this Agreement, and any amendments to the Rules made from timeto time. It shall be the responsibility of Client that the origination of ACH transactions complies with

U.S. law, including, but not limited to, sanctions enforced by the Office of Foreign Assets Control("OFAC"). It shall further be the responsibility of the Client to obtain information regarding such OFAC enforced sanctions. This information can be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's homepage site at www.ustreas.gov/ofac. Bank willcharge Client with any fines incurred as a result of non-compliance by Client and Client agrees tofully reimburse and/or indemnify Bank for such charges or fines. The duties of Client set forth in the following paragraphs of this Addendum in no way limit the requirement of complying with theRules.

Transmittal of Entries by Client

Authorized User(s) shall initiate Debit or Credit Entries selected and designated by Client in the ACH Application. Notwithstanding the provisions contained in this Addendum or the General Terms to the contrary, Bank shall be entitled to deem any person having knowledge of any Security Procedure of this Agreement and initiating Entries under this Agreement, to be an Authorized User. Authorized User(s) shall transmit or deliver Entries to Bank in computer readable form to the location(s) specified by the Bank and in compliance with the formatting and other requirements set forth in the NACHA Rules. Entries shall be delivered or transmitted to Bank's designated location not later than 5PM EST for Effective Dates one or more days after the submission date; and, not later than 2PM EST for same day Effective Date. The total dollar amount of Credit Entries transmitted by Client to Bank on any one Business Day shall not exceed the lesser of the amount of the available balance in Client's Account or the Exposure Limit set forth in the ACH Application. The total dollar amount of DebitEntries transmitted by Client to Bank on any one Business Day shall not exceed the exposure limit. Client may not re initiate entries except as prescribed by the Rules.

Credit and Debit Entries; Records Retention

Client shall obtain an authorization ("Authorization Agreement") as required by the Rules from theperson or entity whose account will be debited or credited as the result of a Debit or Credit Entry initiated by Client and Client shall retain the Authorization Agreement in original form or copy whileit is in effect and the original or a copy of each authorization for two (2) years after termination orrevocation of such authorization as stated in the Rules. Upon request, Client shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution,as defined in the Rules. The Client will receive immediately available funds for any electronic DebitEntry initiated by it on the Settlement Date applicable thereto.

Processing, Transmittal and Settlement by Bank.

Except as otherwise provided for in this Agreement and if Bank elects to accept Entries, Bank shall

(a) use commercially reasonable efforts to comply with the instructions of Client,
(b) process Entries received from Client to conform with the file specifications set forth in the Rules,

Request. Bank's funds transfer fees are subject to change.

4. Acceptance and Execution of Requests. A Request is considered executed when Bank executes it.Request for a funds transfer must be received by the Bank no later than **4:00 p.m.** A request received after this time will be executed the next day other than Saturday or Sunday that Bank is open for business (a "Business Day").

   a. Bank may reject a Request for any reason or for no reason, including insufficient collected funds in the account specified in the Request (the "Account"), inability to verify the authenticity of the Request in accordance with applicable security procedures,or otherwise. Bank will notify Client by mail or phone if Bank rejects a Request.

   b. Client may not be able to amend or cancel a Request after the Request has been received by Bank. Bank may at its discretion use reasonable efforts to act on Client's request for amendment or cancellation, but will not be liable if it does so. Furthermore, Client will indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in its amendment or cancellation efforts.

   c. When a Request contains a name and account number, payment may be made by Bank and/or by other banks to which a Request is forwarded based solely on the account number even if the account number identifies a beneficiary different from the beneficiarynamed by Client. Client acknowledges that Bank and other banks to which a Request isforwarded may rely on any bank identification number supplied by Client as a means toidentify any other bank, even if the identification number is different from the bank named by Client. Client's obligation to pay the amount of the funds transfer to Bank is not excused in such circumstances. Client acknowledges that any Request executed byBank will be subject to rules and regulations applicable to payment orders, including record keeping and information transmittal requirements under the federal Bank SecrecyAct and its implementing regulations. Client acknowledges and agrees that Bank may capture and transmit information regarding Client (for example, Client's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers, and beneficiary's account number) as part of the processing of a payment order. Client agrees to assist Bank in connection with anyrequirements imposed on Bank in fulfilling Bank's obligations in thisregard.

5. Account Reconciliation & Notification. All funds transfers will be reflected on Client's periodic statement. Client agrees to examine such periodic statement or other notifications and notify Bank within 60 calendar days of any (i) discrepancy in funds transfer and (ii) any unauthorizedtransfer shown on any such statement or notification. If the

   Client fails to meet this reporting responsibility, to the extent allowed by applicable law, the Client will be precluded from asserting the discrepancy or lack of authority against the Bank and the Bank shall not be liable for payment of any principal or interest with respect to a fundstransfer.

6. Funds Transfer Method. Bank will not be responsible for failing to act or delay in acting if suchfailure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank'scontrol. In addition, Bank shall be excused from failing to accept, execute or settle with respectto a Request if so doing would result in Bank violating Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority.
7. Liability. Bank will exercise reasonable care in processing Requests. Client will exercise reasonable care in observing security procedures, examining statements and records, and initiating Requests. Client is responsible for ensuring the accuracy of Requests, and Bank has no duty to verify the accuracy of a Request, nor will it be liable for any losses or damages arising out of Requests that contain erroneous information.

   In no event shall Bank be liable for any consequential or special loss or damage which Client may incur or suffer in connection with loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement. Bank will be liable for Client's lost interest at the prevailing interest rate at the time of Request if Bank fails to exercise ordinary care. Client assumes full responsibility to ensure the confidentiality of any security procedures, codes, passwords, and any other agreed upon procedures.
8. Assignment & Amendments. From time to time Client may amend the information provided on The Cash Management Agreement by written notice to Bank signed by an Authorized Signer on the account. Such amendment shall be effective after Bank receives notice from Client and have had a reasonable time to act on it. Bank may require Client to use certain forms in order to effectuate such amendments. Client will notify Bank immediately, in writing, of any changes in the Authorized Agents or their limitations as listed on The Cash Management Application.
9. Notices, Instructions, Etc. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Agent, and any such communication shall be deemed to have been signed by such person.

OBTC
Attn: Wire
Department212
Dolson Avenue
Middletown, NY 10940

(c) transmit such Entries as an ODFI to the "ACH" processor selected by Bank,
(d) settle for such Entries provided in the Rules, and
(e) in the case of a Credit Entry received for credit to an account with Bank ("On-Us Entry"), Bank shall credit the Receiver's account in the amount of such credit Entry on the Settlement Date. Client agrees that the "ACH" processor selected by Bank shall be considered to have been selected by and designated by Client.

Reversing Entries.

The Client shall notify the Receiver of any reversing entry initiated to correct any entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and bemade no later than the Settlement Date of the reversing entry.

Prenotification.

Client may send a pre-notification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be providedto Bank in the format and on the medium provided in the media format section of such Rules. If Client receives notice that such pre-notification has been rejected by an RDFI within the prescribedperiod, or that an RDFI will not receive Entries without having first received a copy of the Authorization Agreement signed by its Client, Client will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such Authorization Agreement within the time limits provided by the Rules

Notice of Returned Entries and Notifications of Change (NOC).

Bank shall notify Client by mail or electronic transmission of the receipt of a returned entry fromthe ACH Operator. Client shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Client's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

Client Representations and Warranties.

With respect to each and every Entry transmitted by Client, Client represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Client has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Client are limited to those types of Creditand Debit Entries set forth in Section 4.04, and (d) Client shall perform its obligations in accordance with all Applicable Laws, including, but not limited to, the sanctions, laws, regulations and orders administered by OFAC; laws, regulations and orders administeredby FinCEN; and any state laws, regulations, or orders applicable to the providers of ACHpayment Services.

Provisional Settlement.

Client shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt bythe RDFI of final settlement for such Entry. Client specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Client shall not be deemed to have paid the Receiver the amount of the Entry.

Client as Receiver.

If Client is the Receiver of an Entry and Bank does not receive final settlement for any paymentmade to Client by Bank, Client acknowledges and agrees that Client is obligated to Bank for theamount of the payment and Bank is authorized to charge Client's Account(s) for any amount paidto Client. Bank has no obligation to notify Client of receipt of funds naming Client as the Receiver.Demand by Client for payment of funds for which Bank is obligated to pay Client must be made inwriting and delivered to Bank at the location designated. Issuance of a check by Client on theAccount to which payment was made shall not constitute notice under this Addendum **Additional Client Warranties for Selected Standard Entry Classes.**

NACHA, in its role of ensuring the safety, security, and viability of the ACH network has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returnedentries. Therefore, to qualify as an Originator of such Entries, Client hereby warrants to Bank thatfor each such ACH Entry submitted for processing, Client has obtained all authorizations from theReceiver as required by the Rules, by Regulation E or other Applicable Law, and this Agreement.Client also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for such Entries originated by Client. Client hereby indemnifies and holds Bank harmless from any liability arising out of Client's breachof these warranties.

Data Retention.

Client shall retain data on file adequate to permit remaking of Entries for five (5) days following thedate of their transmittal by Bank as provided herein, and shall provide such data to Bank upon itsrequest. Without limiting the generality of the foregoing provisions, Client specifically agrees to bebound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Client's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

ORANGE Bank&Trust COMPANY

Addendum 3
OBTC Positive Pay /ACH Block and Filter

Inconsideration of the mutual promises set forth below, the parties hereto agree as follows:
1. In order to participate in Positive Pay, you must have at least one OBTC Checking Account. If you are applying for Positive Pay with another person or persons, at least one signer must have full signing authority on the accounts listed on the application. If there is any change of ownership or signing authority on any of the account(s), notification must be immediately provided to OBTC. By signing this agreement, the account holder(s) gives authority for other applicants/authorized users listed below to have full access and privilegesto the account(s) to which this agreement applies.
2. You have the right to terminate Positive Pay at any time upon delivery of written notice to OBTC.OBTC has the right to terminate its obligation to provide Positive Pay to you upon ten days prior written notice.
3. You agree to waive and release any claims against OBTC arising in any way or that may be related to Positive Pay except for those claims resulting solely from the negligent acts or omissions of the Bank. Youagree that you are solely responsible for any loss due to use of this account by any applicant/authorized user.
4. It is not required that you have any type of accounting software to utilize this service as you also have the ability to manually upload a Positive Pay file to our system. If you do have software that willcreate a check issued file, our system can be customized to fit your software formatting requirements.
5. We do ask that if you are going to use software to upload a check issued file to our system that yousend us a test file created by your software so that we can input your software's format into our system to allow you to upload.
6. The check issued file must be uploaded or manually uploaded to our system 24 hrs before disbursingchecks. Check issued files can be uploaded or manually uploaded into our system on a monthly, weekly, daily, and/or hourly basis.
7. Positive pay verifies your check issued file against checks being presented to OBTC for payment.Any item presented to OBTC for payment that does not match the Positive Pay file will be an exception. The following sets forth the description of an exception or violation:
a. Items presented for payment through OBTC in-clearings (deposited items) not matching your issuefile will be ***exceptions***. You will have an automated option within OBTC Online TCM Service to work with your exceptions daily. It is your responsibility to make a "pay" or "return" decision daily betweenthe hours of 9:00am (EST) and 11:30 am (EST). Item exceptions where no decisions have been entered,prior to the 11:30am (EST) cut-off time will

be returned.

b. Items presented to OBTC for immediate payment (cashing a check at the bank) not matching your issue file will be an ***exception***. From time to time an OBTC representative may contact you by phone for instruction on a Positive Pay Violation. In the event that OBTC cannot get a hold of an authorized contact person for instruction on a Positive Pay Violation, OBTC will return or refuse to pay the item. You may designate authorized contact persons on this OBTC Positive Pay Agreement.

8. If you elect to utilize the ACH Block and Filter functions within the Positive Pay system, the rulesset forth in the system will be defined by you.

a. ACH Items received prior to the setup of any ACH Block or Filter may be paid in accordance withNACHA rules. ACH Filters with Positive Pay allows you to define which ACH debit and credit entries are authorized, and to view and decision any entries that are not pre-authorized through thePositive Pay application. The rules and pre-authorizations are set by you, or other authorized user. ACH exceptions are available each business day and must be decisioned by the cut off time listed above. Any item not addressed in the system by the cut off time, will be returned.

b. By establishing an ACH block, you are authorizing an automatic return of ACH items that meetthe criteria of the ACH block order without notice to you.

c. ACH blocks and filters do not expire. It is your responsibility to maintain any pre-authorizations,blocks or filters.

You acknowledge that your failure to utilize our Positive Pay Service, including ACH Block and Filtercould increase the likelihood of undetected fraudulent activity on your account. You agree that if you fail to implement this service after our request for you to do so, you will be precluded from asserting any claim against us for paying an unauthorized, altered, counterfeit or other fraudulent items that the Positive Pay service was designed to detect or deter and we will not be required to
re-credit your account or otherwise be liable to you for paying such item.

I agree to abide by the rules set forth above now in effect or as they may be changed from time to time. At least one signer must have full signing authority on the account(s) listed on the CashManagement Application and this signer gives authority for other users who are not authorized signers on the account but who are listed on the Positive Pay Agreement to have the access specified. This authority is to remain in full force and effect until OBTC has received written notification from me of its termination in such time and manner as to afford OBTC a reasonable opportunity to act on it. I understand that I am in full control of my account and that if at any timeI decide to discontinue service, I will provide written notification to OBTC. My use of the service signifies that I have read and accepted all the terms and conditions of this Positive Pay Agreement.

Addendum 4
OBTC Remote Deposit Capture Services

Recitals
WHEREAS, Customer has authorized OBTC to provide certain electronic capture services ("Remote Deposit Capture" or "RDC") to the Customer as herein described; desires to use such service, under theconditions set forth herein;

WHEREAS, OBTC has agreed to provide such services to the Customer on the terms and conditions hereindescribed.

WHEREAS, OBTC and the customer agree to the definition of Indirect Customers as those individuals andor vendors who are customers of the "customer" and are in no way a party to this agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
1. **General** The RDC to be provided by the Bank to the Customer, consisting of a check scanning device (the "Scanner"), access to a browser based software program, and all related materials and documentation(collectively herein the "Program"), permits the Customer to conduct certain check related activities with the Bank electronically. RDC activities include the ability to scan the Customer's paper checks (the "Images") and electronically transmit images to the Bank and for the Bank to use electronic information, including images, captured from these checks to process transactions through the Federal Reserve Bank of Philadelphia as permitted under the Check Clearing for the 21st Century Act ("check 21 Transactions") (collectively, the "Services"). The Services are provided by the Bank and its vendors for access and use by the Customer.
2. **Laws, Rules and Regulations** Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Customer further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks and drafts, including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC). These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein byreference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will controlthe interpretation of this Agreement.
3. **Use of Scanner and Program by Customer** The Bank is providing the Scanner and Program to the Customer to allow the Customer to create Images of the paper checks (drawn on U.S. Banks

only) received from Indirect Customers and to then transmit these Images electronically for the purpose of having Check 21 Transactions initiated. The Indirect Customers will not receive their original cancelled paper checks through the check clearing system. These paper checks will be stamped with sequence number and date processed by the Scanner and will remain with the Customer until such reasonable time that the paper check is destroyed to protect against the risk of fraud or erroneous entry of the check into the check processing system. The images of these checks will be maintained by the Bank for a period of seven years,Should Customer or Indirect Customers need a check researched, the Bank will provide the image from its archive during the record retention period.

4. **Customer's Obligations to Indirect Customers** As the Customer will be receiving the Indirect Customers' paper checks, and creating Images from these checks to process as Check 21 Transactions,and as the Customer will be retaining and then destroying the Indirect Customers' paper checks, the Customer must comply with the following responsibilities.

   a. **Retaining of Paper Checks after Converting to Images** Paper checks will be securely protected and retained for at least 60 days. No check transmitted to the Bank shall be deposited into any bank causing funds to be debited twice from the account of the indirect customer. Customer agrees to be responsible for all consequential damages resulting from lack of proper controls over processed checks.

   b. **Proper Restrictive Endorsement** Customer agrees to endorse each paper check appropriately, with the language to include *"for mobile deposit only" or "for remote depositonly". **The bank may reject any deposits without proper endorsement.***

   c. **Compliance with Rules; Non-Disclosure and Confidentiality** Customer agrees both to (i)comply with and (ii) cooperate and assist the Bank and its vendors in complying in a complete and timely manner with the Rules. Customer agrees to execute and deliver to the Bank all suchinstruments, as the Bank may from time to time reasonably deem necessary. Customer shall not disclose to any third party other than the Bank, or any agent of the Customer for the purpose of assisting Customer in completing a transaction, or as specifically required by law, any account information or other personal information. Customer, in an area limited to select personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account or other personal information after it has been retained for a 60 day period. The destruction process shall include scanned checks which will be destroyed by shredding in a cross-shredder. Under no circumstances may the customer destroy checks by simply cutting or ripping checks but agrees to follow the requirements set forth in this paragraphand will cross shred all scanned checks. A Bank representative will conduct an on-site inspection at least annually to ensure adherence to the terms of thisagreement.

5. **Confidentiality** To the extent permitted, each party understands and acknowledges that the

other party may gain access to software or documentation owned or licensed by, or to certain information, material or data of a confidentialnature, including, without limitation, trade secrets relating to, such party or its businesses or operations ("Confidential Information" as defined below). Each party agrees to keep all such information, material, or data confidential. Each party acknowledges that the other party shall have the right to take all reasonable steps to protect its interest in keeping the foregoing confidential, including, but not limited to, injunctive relief and any other remedies that may be available at law or inequity.

"Confidential Information" means all information that is not generally known to the public and in which eitherparty has rights, which information is marked confidential, restricted or proprietary by the party having rightsin the same, or which under all the circumstances ought reasonably to be treated as confidential or proprietary, including this Agreement. Notwithstanding the foregoing, Confidential Information does not include information the: (a) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) was known to the receiving party as of the time of its disclosure and acquired in a lawful manner; (c) is independently developed by the receiving party without reference to the Confidential Information; (d) is subsequently learned from a third party (i.e., not Customer, Bank or any of their respective employees or agents) not subject to an obligation of confidentiality with respect to the information disclosed; or (e) required to be disclosed in a judicial, regulatory or administrative proceeding. In the event Customer knows or reasonably believes that there hasbeen any unauthorized acquisition of or access to data that compromises the security, confidentiality, or integrity of "personal information" maintained by or for Customer (a "Breach"), Customer shall take the following actions: (i) immediately notify Bank of such Breach; (ii) identify to Bank what specific data, by customer and/or account number has or may have been Breached; (iii) monitor any affected accounts for any unusual activity (if appropriate): (iv.) take measures to contain and control the incident to prevent furtherunauthorized access; (v) remedy the circumstances that permitted such Breach to occur; and (vi) cooperatewith Bank as necessary to facilitate Bank's compliance with any applicable federal or state law regarding unauthorized access of customer personal information.
For the purposes of this section, "personal information" shall include any one of the following: a person'sname, social security number, telephone number, driver's license or state ID number, account number, credit/debit card account number, access code, password, identification number, or security code.
6. **<u>Right to Use Program/Limited sublicense</u>** The Bank hereby grants to the Customer a non-transferable and non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Program is valuable, confidential andproprietary property of the Bank and agrees not to transfer, distribute, copy, reverse compile, modify or alterthe Program. Each party understands and acknowledges that the other party may gain access to software or documentation owned or licensed by, or to certain information, material or data of a confidential nature, including, without limitation, trade secrets

relating to, such party or its businesses or operations ("Confidential Information" as defined below). Each party agrees to keep all such information, material, ordata confidential. Each party acknowledged that the other party shall have the right to take all reasonablesteps to protects its interest in keeping the foregoing confidential, including, but not limited to, injunctive relief and any other remedies that may be available at law or in equity.

7. **Delivery and Installation** The Bank shall deliver to the Customer a Scanner and access to the Program. The Bank agrees to further provide instruction and consultation to assist the Customer in its initialinstallation of the Scanner and setup of the Program.

8. **Maintenance** After delivery and installation of the Scanner and Program and until the termination of this Agreement pursuant to Section 8, the Bank will assist the Customer in obtaining technical support andother information for the operation and use of the Scanner and Program, and will provide to the Customerany modification, refinements and enhancements to the Scanner or Program which may be implemented.Bank reserves the right to modify the Services from time to time without making prior notice to Customer, provided, however, that Bank will give Customer as least 30 days' notice prior to making any modificationsto the Services that would materially alter their functionality.

9. **Term** This Agreement is effective from the date the Scanner and the Program are received by Customerand shall remain in force until termination. This Agreement shall be terminated (i) upon thirty (30) days' priorwritten notice by either party to the other at the then current address of record, (ii) upon termination of the account relationship between the parties, (iii) upon failure of the Customer to comply with the terms and conditions of this Agreement, (iv) upon termination of the Software License Agreement, or (v) any other event which causes the Bank to be unable to provide the Program to the Customer. The Customer agrees to return the Scanner or reimburse the Bank for any credit provided on any Scanner, if provided by the Bank, and all written and/or electronic documentation related to the Scanner and/or Program to the Bank, together with all copies thereof, upon termination, within the first two years of this agreement. The provisions of this Agreement protecting the proprietary rights of the Bank will continue in force after termination.

10. **Fees** Customer agrees to pay the fees for access to and use the Scanner and the Program at the rates specified in the attached fee schedule. The Bank may change the fees charged to the business Customer any time during the term of this Agreement and to a consumer after providing 30 days written notice to the Customer. The Bank may deduct all fees due from any account of the Customer at the Bank. If agreement isterminated, full payment for the scanner will be required within five days of the termination.

11. **Account** The Customer will maintain with the Bank at least one demand deposit or commercial checking account (the "Account(s)") for the purpose of providing available funds and for deposit of receivedfunds in connection with the use of the Services. In addition to the terms of this Agreement, the Account willbe subject to a separate Account Agreement. The Customer agrees to maintain sufficient available funds inthe Account(s) to support any transaction initiated under the Services and to cover any fees the Customer isobligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding

transactions and other payment obligations of the Customer under this Agreement, Customer agrees to immediately pay the Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. The Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of the Customer at the Bank.

12. **Settlement Reserve** Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Bank. Customer hereby acknowledges and agrees that if any Settlement Reserve falls below the required amount, Customer authorizes the Bank to immediately replenish the Settlement Reserve via a debit to another account, or the Customer will immediately deposit funds to cover the required amount. The Customer grants the Bank the right of setoff so that the Bank mayenforce any obligation owed by the Customer under this Agreement without notice or demand to the Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement for the duration of the Termination Period during which time the Bank's security interest shall continue.

13. **Right of Set off** Customer hereby acknowledges and agrees that the Bank shall have a right of set off against any and all fees, returns and refunds owed to the Bank by Customer under this Agreement.

14. **Authorization** The Customer will provide to the Bank properly executed authorizations from the Customer in a form acceptable to the Bank identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement.

In the absence of such authorizations, Customer agrees that individual authorized to sign on Customer's deposit account is authorized to sign this Agreement and perform the obligations of the Customer under thisAgreement. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to the Bank, to sign any document or instruction on behalf of the Customerrelating to this Agreement, and to take any action on behalf of the Corporation, provided, however, that the Bank may rely upon, as authentic, any written or other communication from any person purporting to be an officer of the Corporation or other representative of the Corporation regardless of whether the Corporation shall have provided to the Bank any evidence of such person's authority.

15. **Account Reconciliation** All transactions which result in a debit or credit to the Account initiated by theCustomer using the Services will be reflected on the Customer's monthly account statements. The Customer will notify the Bank, within sixty (60) days after the mailing of the account statements by the Bankof any discrepancies between the account statement and the Customer's records of transactions initiated through the Services. Failure of the Customer to notify the Bank within said time period of any such discrepancies will preclude the Customer from asserting any claims of damages or other liabilities against the Bank by reason of such discrepancies.

16. **Entries** Customer shall be responsible for the accuracy and propriety of all Entries submitted

to the Bank for processing, as well as responsible for obtaining all required approvals for the processing of the entry from the Indirect Customer. Customer shall be liable for each Entry and warrants that it complies withthe Rules. Entries shall not exceed limits as set forth on the accompanyingapplication.

17. **Discrepancies** In the event of any conflicts in the instructions received by the Bank regarding the Customer or any entries relating to them, the Bank may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by the Customer or by theBank to the funds, Entries, or proceeds thereof.

18. **Processing Deadline** The Bank has specific processing deadlines. Files received by the deadline (6:00PM, EST) will be transmitted that day to the Federal Reserve Bank for settlement on the effective entryday. Files received after the deadline will be processed the next businessday.

19. **Reversing Entries** If the customer discovers that any entry it has initiated was in error, the Customer will notify the Bank immediately. The Bank will then notify the Customer as to whether the transmission of the Check 21 Transaction has been initiated. The Bank will charge the Customer's accountback for the entry or make a deposit adjustment.

20. **Remakes of Rejected Entries or Files** If an entry or file is rejected due to improper processing or unexcused delays by the Bank, the Bank will Remake such entry or File and re-send it. If such Entry or File was rejected as a result of improper processing or the supplying of incomplete information by the Customer,the customer will Remake the Entry or File, or supply the Bank with the actual item(s) for Remaking the Entry or file, at the Customer's expense, and the Bank will send suchEntry.

21. **Unauthorized Access; Security Procedures** The customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program. The Customer shall establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The customer shall make such procedures and security features known only to those authorized representatives of the Customers who will use the Scanner and the Program. The Bank shall have no obligations, liability or control, either directly or indirectly over said procedures or the failure of the Customer to maintain said procedures. The customer shall be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to the Bank, provided, however, the Bank shall not be responsible for verifying the authenticity of any person claiming tobe a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information proved by the Customer, or any representative of the customer, under the Services shall be deemed to have been authorized by the Customer, and the Bank shall be indemnified and held harmless by the Customer for acting upon any suchdirection, instruction or information.

a. THE BANK will provide Customer with a User name andpassword.

Customer may appoint an individual ("Administrator") with the authority to: (a) determine who will be authorized to use the Services; (b) establish separate passwords for each user; and (c) establish limits on each user's authority to access information and conduct transactions. Customer is responsible for the actions of its Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Bank services. Customer agrees to : (a) take reasonable steps to safeguard the confidentiality of all passwords; (b) limit access to its passwords to persons who have a need to know such information (c) closely and regularly monitor the activates of employees who access the Bank service (d) prohibit its employees and agents from initiating entries without proper supervision and adequate controls; and (e) remove users theydeem no longer authorized to use the Services.

b. Customer understands the use of passwords and the Bank service instructions are confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure of use are on account of Customer's negligence or are deliberate acts. Customer acknowledges that no person from the Bank will ever ask for any passwords and that the Bank employeesdo not need and should not ask for passwords.

c. Customer shall change its passwords periodically and whenever anyone who has had access to a password is no longer employed or authorize by it to use the Bank service. The Banks may require Customer to change its passwords at any time. The Bank may deny access to the Bank service without priornotice if it is unable to confirm (to its satisfaction) any person's authority to access the service or if the Bankbelieves such action is necessary for security reasons.

22. **Customer Representations and Warranties** With respect to each and every check that the Customer scans into an Image using the RDC system, the Customer represents and warrants to the Bank that: (a) theCustomer shall be bound by and comply with all procedures and operating guidelines established by the Bank, contained herein or subsequently created, and (b) the Customer assumes responsibility for any paper check that is transmitted which for any reason is not paid.

23. *Intentionally omitted*

24. **LIMITATIONS OF LIABILITY** THE BANK'S LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE BANK'S DISCLAIMER OF WARRANTY UNDER THIS ADDENDEUM #4 IS LIMITED TO THE REPLACEMENT OF ANY SCANNER THAT IS RETURNED TO THE BANK. IN NO EVENT SHALL THE BANK BE LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGSOR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM AND DOCUMENTATION, OR FOR ANY CLAIM BY ANOTHER PARTY. THE BANK'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH CHECK 21 TRANSACTIONS ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. THE BANK WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED RESONABLY IF THE BANK HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS ADDENDUM #4 AND WILL BE LIABLE FOR LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE BANK WILL NOT BE LIABLE FOR

ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BANK'S ACTOR OMISSION.

25. *Intentionally omitted*

26. **Termination** We reserve the right to terminate this Agreement or limit your use of the System at anytime, and for any reason, at our discretion reserve the right to cancel this agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include but are not limited to:

1. If you breach this or any other agreement we have with you;
2. If you have reason to believe that there has been or may be an unauthorized use of your remote deposit authentication credentials.
3. If there is conflicting claims as to the funds in any of your accounts;
4. If you request us to do so;
5. If you do not access the System for a period of 6 months or longer;
6. If you have insufficient funds in any one of your Bank accounts or;
7. If you designate a new Primary Account immediately after you or we close your Primary Account.

27. **Miscellaneous** No modification or waiver of this Agreement shall be effective or enforceable unless inwriting and signed by the parties thereto.

28. **Entire Agreement** Bank may amend this agreement at any time and from time to time as determinedin its sole discretion and without prior notice to customer.

29. **Force Majeure** The Bank shall bear no responsibility for non-performance of one or more Service(s) caused by an event beyond its reasonable control, such as fire, casualty, breakdown in equipment or failureof telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation order or decree, or an emergency that prevents the Bank from operating normally.

30. **Independent Contractors** Customer agrees that in performing the services hereunder, the Bank will beacting as an independent contractor and not as an employer, employee, partner or agent of the customer.

31. **Assignment** This agreement and schedule(s) shall not be assigned or otherwise transferred by thecustomer without the prior written consent of the Bank.

32. **Severability** If any part of this agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it and the remainder of the Agreement legal and enforceable.

33. **Governing Law** This agreement and the applicable schedules shall be governed by the laws of the State of New York (without regard for New York Conflict of Law Rules) and by Federal law where applicable.

ORANGE Bank&Trust COMPANY

Addendum 5

Supplemental Online Banking Agreement

This Addendum sets forth additional terms and conditions for accessing the clients' accounts and loans via Orange Bank & Trust Company's Online Banking Center, specifically with regard to the ability of the client to link accounts and transfer funds from business accounts owned by different business entities ("Services").By Using any of the services offered through the Online Banking Center the client agree to abide by the terms and conditions of this Supplemental Online Banking Agreement at that time. This Supplemental Online Banking Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. As used in this Supplemental Online Banking Agreement, the words "client" and "clients" refer to the user of the Online Banking Service(s). The terms "we," "us," "our," and" Bank" refer to Orange Bank & Trust Company.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

Acceptance of Agreement

By using any of the Services offered through the Online Banking Center client agrees to abide by the terms and conditions of this Supplemental Online Banking Agreement. If the client does not accept the terms of the Supplemental Online Banking Agreement then the client will not be permitted to use the Services.

We may change this Supplemental Online Banking Agreement at any time. For example, we may add, delete or amend terms or services. We will notify the client of such changes by mail or by e-mail. If the client uses the Online Banking Service after the effective date of change, clients use indicates that they agree with the change(s).

Accounts

The terms of this Supplemental Online Banking Agreement extend to all account owners. All account owners must be owners (signers) on the designated account and each account owner must have a unique Online Banking Center access I.D. and password. Each account designated for Online Bankingcan be accessed via the Online Banking Center by any one of the owners, and the client agrees that we may act on the verbal, written or electronic instructions of any authorized signer.

The Bank shall permit the client to maintain separate business accounts owned by different business entities and authorizes transfers between such accounts as an accommodation to the client. The client hereby warrant and represent that the entities referenced below are related for the conduct of business and that all parties who have access and responsibilities for the accounts are aware that this accommodation on the part of Orange Bank & Trust Company is authorized. The client further warrant and represent that any transfers made under the terms of this Supplemental Online Banking Agreement between accounts of different owners shall be made in the ordinary course of business for legitimate business purposes.

Exclusion of Warranties

THE SUPPLEMENTAL ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to the client .

Principle Online Banking Agreement

Any inconsistency between the Online Banking agreement executed between the parties and this Supplemental Online Banking Agreement shall be interpreted in favor of the Online Banking Agreement.

ORANGE Bank & Trust COMPANY

Cash Management Fee Schedule

Item	Fee
Orange Online Banking Access	No Charge
Treasury Cash Management	$50.00
RDC Monthly Service Fee	$50.00
RDC Monthly Machine Fee – Monthly for 12 months	$85.00
RDC Deposits – Slips	$0.12
Mobile Check Deposit	No Charge
Mobile Check Deposit – per check	$0.12
Positive Pay Check – Monthly per account	$40.00
ACH Block & Filter – Monthly per Account	$30.00
Stop Payment	$30.00
Wire Incoming -- Domestic	$10.00
Wire Incoming – International	$20.00
Wire Outgoing – Domestic Branch Initiated	$25.00
Wire Outgoing – Domestic Online	$10.00
Wire Outgoing – International Branch Initiated	$50.00
Wire Outgoing – International Online	$35.00

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. ______________________

Sec'd by Ald. ______________________

Date of Adoption 09.20.22

Index No: 217-22

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

Resolution authorizing a $70,000 transfer from within the Paramount Theatre Budget to Cover Upcoming Shows

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment authorizing the Treasurer to transfer $70,000 from within the Paramount Theatre Budget, in the following manner, to cover the cost of upcoming shows.

From	**Amount**	**To**
A.7010.440 Repairs to Equipment	$5,000.00	A.7010.200 Equipment
A.7010.448 Promoters & Sponsors	$65,000.00	A.7010.800 City Sponsored Events

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 09.20.22

Index No: 218-22

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

Resolution authorizing the Purchase of 18 Hoover Drive from the City' Bulk Lien Provider for Transfer to the Community Development Agency

WHEREAS; the City wants to purchase/take a property located at 18 Hoover Drive, for transfer into the CDA from Cheswold, the City's bulk lien provider, which is a quality house in good neighborhood which the following purchase price is the amount that the owners owe Cheswold to release their lien:

18 Hoover Drive $23,233.73

WHEREAS; this transaction will need a temporary General Fund balance transfer of $23,233.73 and when the houses pass to CDA they will reimburse the City for the payment restoring the General Fund Balance.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the purchase/take of a property at 18 Hoover Drive, for transfer into the CDA, authorize the temporary budget transfer in the following manner and for the Mayor to be able to sign documents related to the purchase/take back.

From	Amount	To
General Fund Balance	$23,233.73	A.1940.900 Purchase of Land

Cheswold (TL), LLC

Taxpayer

September 14, 2022

Parcel Number – 2-1-64

Street Address – 18 HOOVER DR MIDDLETOWN 10940

Total Amount Due Good Through 9/30/2022 – $23,233.73

To whom it may concern,

Please see below a breakdown of your balance due through 9/30/2022. This amount includes all allowable accrued interest, fees and costs for the liens on which you owe. All payments should be made payable to **CHESWOLD (TL) LLC.** If you have any additional questions, please call (855) 444-7570 or email taxpayer@alternacap.com. Upon receipt of payment in full, we will issue Discharges within 10 business days. For original discharges there is no fee. We do charge for duplicates.

Tax Year or Purchase Year	Year	Principal	Interest	Total
WATSWR	2018	$656.79	$361.24	$1,018.03
CITY	2018	$2,476.23	$1,535.26	$4,011.49
WATSWR	2019	$49.68	$19.87	$69.55
SCH	2019	$7,376.85	$3,201.55	$10,578.40
CITY	2019	$5,071.32	$2,484.94	$7,556.26
Legal Fees and Costs		$0.00	$0.00	$0.00
TOTALS		$15,630.87	$7,602.86	$23,233.73

Direct Mailing Address for Payments:
Cheswold (TL), LLC
P.O. Box 69239
Baltimore, Maryland 21264-9239

Thank you,
T.J. Ryan
Cheswold (TL) LLC- Director

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 09.20.22

Index No: 219-22

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

Resolution authorizing a Proposal from Clark Patterson Lee for Grant Assistance with the Raw Water Improvement Project

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and approve a proposal from Clark Patterson Lee (CPL) for grant assistance with the Raw Water Improvement project.

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and authorizes the Treasurer to transfer $10,000, in the following manner, to cover the cost.

FROM	**AMOUNT**	**TO**
Water Fund Balance	$10,000	F.8340.400 Contractual Services

Richard McCormack

From:	Yacoub Tawil <jtawil14@icloud.com>
Sent:	Friday, September 16, 2022 2:00 PM
To:	Leonora Liz; Richard McCormack; Joe DeStefano; Joseph Masi Yahoo; Katie Gass; Erica Letos
Subject:	Grant Applications Funding
Attachments:	Raw Water Imprvs Grant Apps Proposal 2022.09.16.pdf

Greetings,
We are requesting to add the enclosed proposal on the next Board of Estimates Agenda.

It's regarding CPL assistance us in applying for grants funding for the raw water lines replacement.

This work proceeded in coordination with the Mayor in order to try to capture some of federal funding available.

Thank you

Sent from my iPhone
Please excuse any typographical errors.

ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

September 16, 2022

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

**RE: RAW WATER IMPROVEMENTS
PROPOSAL FOR GRANT APPLICATION SERVICES**

Dear Jacob:

CPL is pleased to submit this proposal for our work applying for grant funding for the City's Raw Water Improvements projects from the Federal Bipartisan Infrastructure Law (BIL) and New York State Environmental Facilities Corporation (NYSEFC)/New York State Department of Health (NYSDOH) Water Infrastructure Improvement Act (WIIA) grant programs.

<u>Scope of Services</u>

Our scope of services includes the following tasks:

BIL Applications

1. Prepare and submit BIL grant applications for the Raw Water Improvements Phase 1 (Kinch Pond to Shawangunk Reservoir) and Phase 2 (Shawangunk Reservoir to Monhagen Lake) projects.
2. Prepare and submit a NYSDOH Intended Use Plan (IUP) project listing update form for Phase 1 with updated cost.
3. Prepare and submit an IUP Project Listing Form and associated materials for Phase 2. The project required preparation of a narrative, cost estimate, and conceptual plan that had not previously been completed.

WIIA Application

4. Revise Engineering Report to divide Phase 1 into Phases 1A & 1B to maximize WIIA grant funding potential.
5. Prepare and submit an IUP project listing update form for Phase 1A with updated cost.
6. Prepare the following for use by the City in completing the SEQRA process:
    a. State Environmental Quality Review Act (SEQRA) Long Environmental Assessment Form (LEAF) Parts 1, 2, & 3.
    b. Involved and interested agencies list.
    c. Coordination letter template for involved agencies.
    d. Notification letter template for interested agencies.
7. Coordinate bond resolution requirements with City.
8. Prepare and submit New York State Environmental Facilities Corporation (NYSEFC) State Revolving Funds (SRF) Financing Application.

50 Front Street, Suite 202 | Newburgh, NY 12550 | 845.567.6700 | cplteam.com

9. Prepare and submit WIIA grant application for Phase 1A – Kinch Pond to Greenville Turnpike.

Compensation

CPL proposes to complete the above scope of services for a lump sum fee of $10,000. Should the City be awarded a BIL and/or WIIA grant for the Raw Water Improvements, and contract with CPL for the professional services for the project, CPL will credit this amount against our design fees for the project.

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

Please contact us if you have any questions or require any additional information. We look forward to continuing to assist the City with this important project.

Very truly yours,

CPL

Timothy J. Moot, PG
Principal

Proposal Accepted By:

Signature: ______________________ Date: ______________
City of Middletown

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald.

Sec'd by Ald.

Date of Adoption 09.20.22

Index No: 220-22

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

Resolution Moving a Common Council Meeting Date from Tuesday, October 4th to Monday, October 3rd, 2022

RESOLVED; that the Common Council of the City of Middletown hereby moves the Common Council Meeting of Tuesday, October 4, 2022 to Monday, October 3, 2022 in Observance of Yom Kippur.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald.

Date of Adoption 09.20.22

Index No:

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

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

TREASURER BE AUTHOIZIED TO ISSUE WARRENTS FOR THEIR PAYMENTS