CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
AUGUST 27, 2026 - 4:00 PM

1. ROLL CALL

2. APPROVAL OF MINUTES

   2.1. Accept the Minutes of 8/14/26

3. NEW BUSINESS

   3.1. Authorization to accept $100,000 DASNY Grant

   BE IT RESOLVED that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a $100,000 Legislative Initiative Award from DASNY through Assemblywomen Kay's office for the improvement of the Payroll System for the City of Middletown

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

   3.2. Authorization to approve transfer within the 2026 Fire Budget

   BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer $100,000, in the following manner,

   The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to transfer the following monies to the 2026 Fire Department Operating Budget to cover overtime.

FROM	AMOUNT	TO
A.3410.100 Personal Services	100,000	A.3410.103

3.3. Authorization for transfer within 2026 Paramount Budget

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer $6,000 in the following manner,

FROM	TO	AMOUNT
A.7010.800 CITY SPONSORED EVENTS	A.7010.443 MOVIE RENTALS	$6,000.00

3.4. Authorization to establish a temporary borrowing from General Fund Balance

Requesting authorization to establish a temporary borrowing from the General Fund Balance in the amount of $1,161,035.16 for the purchase of three new dump trucks for the Street Department.
The estimated delivery timeframe for the trucks is approximately two to three years. Therefore, temporary funding is being requested at this time in order to encumber the necessary funds and process the purchase order.

Pursuant to Bond Resolution No. 177-26, the City has already authorized borrowing for the purchase of these trucks. The temporary borrowing from the General Fund Balance will be reimbursed with the bond proceeds when the permanent financing is issued, prior to the delivery of the trucks.

FROM	TO	AMOUNT
GENERAL FUND BALANCE	H.5110.207 A_2026_STREET_3 DUMP TRUCK	$1,161,035.16

3.5. Resolution Authorizing an Agreement with CPL

BE IT RESOLVED, that the Common Council concurs with the Board of Estimate and Apportionment and hereby authorizes the Mayor to execute an agreement with CPL Architecture, Engineering, and Landscape Architects, DPC to provide professional review and consulting services to the **City of Middletown Planning Board and Zoning Board of Appeals**, in accordance with its proposal dated August 20, 2026, at the rates set forth therein.

4. WATER/SEWER/LAWN MAINTENANCE ADJUSTMENT

5. ADJOURNMENT

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT MINUTES
AUGUST 14, 2026

Roll Call

Approval of Minutes

Accept the Minutes of 7/30/2026

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

New Business

Approval to accept donations for National Night Out Against Crime
The City received the donations listed below from local businesses supporting our National Night Out Against Crime. Requesting permission to accept these donations into the Police Donation budget line A.2705.06.

Furthermore, request to increase the A.3120.501 community expense line by the same amount.

Friends of Janet Sutherland $250
Piccolo Cucina $250
Todd Lyons Paving $250
First Federal Savings of Middletown $1000
Olde Erie Brew Pub & Grille $250
Hoffman Lodge $250
Johnny's Auto Service $250
Amber's Sub Show $250
Star Paint & Body Work $750
Oran Pachter DMD PC $250

Total $3750

Motion by: Alderman Masi **Seconded by:** Council President Rodrigues

AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Authorization to approve an MOU with HONOR
BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes an memorandum of Understanding between HONOR and the City of Middletown Police Department.

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

The agreement is to improve youth safety through coordinating services.

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

Authorization for the Mayor to sign OUBOCES Agreement
BE IT FURTHER RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and authorizes the Mayor to sign the agreement with OUBOCES ESL to utilize the Recreation Campus for intake classes.

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

Accept donation from Old Skewl Sports
BE IT RESOLVED; that the Common Council of the City of Middletown, NY, concurs with the Board of Estimate and Apportionment and accepts a $330 donation from Old Skewl Sports to be utilized for Summer Camp Scholarships; and

BE IT FURTHER RESOLVED, that the City Treasurer is hereby authorized and directed to increase budget line A.2705.07 - Summer Camp Scholarships by $330.

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

Authorization for the Mayor to sign an agreement with Orange County.
BE IT RESOLVED that the Board of Estimate and Apportionment authorizes an agreement with the County of Orange for senior transportation services beginning July 1, 2026, and ending December 31, 2026.

WHEREAS, the County of Orange will compensate the City of Middletown for services performed during the agreed-upon dates not to exceed the cost of $37,185.00.

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

BE IT FURTHER RESOLVED that the Mayor and Treasurer are hereby authorized to execute any and all necessary agreements, amendments, contracts and Requests for Funding related thereto on behalf of the City of Middletown.

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

Request for a Resolution Authorizing a $428 Budget Transfer for NYCOM Fall Training Academy Registration for Alderman Gomez*BE IT RESOLVED, that the Common Council of the City of Middletown hereby authorizes the following budget transfer in the amount of* ***$428*** *for the registration of Alderman Gomez to attend the New York Conference of Mayors (NYCOM) Fall Training Academy:*

From Account	***To Account***	***Amount***
A.1010.400 – Contractual Services	*A.1010.433 – Personnel Training*	*$428*

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

Authorization to establish the starting salary for the accountant's position at $72,116
Authorization to set the starting salary for the newly created Accountant position in the Finance Department at $72,116. The position will be filled by Marsha Vitulli. This role was established to strengthen internal controls, improve operational efficiency, and provide appropriate checks and balances within the department. Marsha brings extensive knowledge and experience across multiple functions of the Finance Department, giving her a strong understanding of its processes and operations. Her experience, institutional knowledge, and proven capabilities make her an excellent fit for this position.

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

Authorization to approve a General Fund balance transfer toward the Fitness Court Studio Project.*Requesting to help in construction of the fitness pad at Maple Hill Park. The City contracted with GMC Constructions SVCS Inc. to do the work based on Orange County Bid/Contract. Proposals were obtained from contractor which included additional payment for fill material and steel reinforcing per county bid that were not quantified at that time.*

Final Pad construction cost was $118,578.57. $59,250.00 was available on the line.

BE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer $59,329, in the following manner,

FROM	*TO*	*AMOUNT*
GENERAL FUND BALANCE	*H.7110.214* *FITNESS COURT STUDIO*	*$59,329*

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

Request to combine three parcel lots
See attachment.

Motion to table(to be reffered to the DPW Commissioner)
Motion by: Mayor DeStefano **Seconded by:** Alderman Masi
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Request to offer Sale of Ingrassia Rd to the City of Middletown for the expansion of the Heritage Trail
See attachment.

Direct the DPW Commissioner motion to order an appraisal and report back to BOE
Motion by: Council President Rodrigues **Seconded by:** Alderman Masi
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Request to Purchase of 40 Lake Ave
See attachment.

Motion to table
Motion by: Alderman Masi **Seconded by:** Council President Rodrigues
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Authorization the Transfer within the 2026 City BudgetBE IT RESOLVED; that the Board of Estimate and Apportionment authorizes the Treasurer to transfer $2,000, in the following manner,

FROM	*TO*	*AMOUNT*
A.1990.991 *Appraisal of Property*	*A.3162.900* *Tax Sale Expense*	*$2,000*

To cover the cost of the Tax Lien Sale

Motion by: Mayor DeStefano **Seconded by:** Council President Rodrigues
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi

NAYS: None
ABSTAIN: None

Request to Waive Property Tax Penalty for 40 Dolson Ave
See attachment

Denied lack of sponsor
Motion by: Mayor DeStefano **Seconded by:** Alderman Masi
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

Request to update the Credit Card Policy
Requesting to update the Credit Card Policy to increase the monthly limit to $4,000 for the Director of Economic and Community Development in Section 2 Authorization. Currently, the volume of usage stated to exceed the limit per month.

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

Water/Sewer/Lawn Maintenance Adjustment

Adjournment
@ 4:21 PM
Motion by: Alderman Masi **Seconded by:** Council President Rodrigues
AYES: Mayor DeStefano, Council President Rodrigues, Alderman Masi
NAYS: None
ABSTAIN: None

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS DEPARTMENT OF STATE ONE COMMERCE PLAZA 99 WASHINGTON AVENUE ALBANY, NY 12231	BUSINESS UNIT/DEPT. ID: DOS01/3800000 CONTRACT NUMBER: CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME:	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number:	PROJECT NAME: ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☐ Municipality ☐ Tribal Nation ☐ Individual ☒ Not-for-Profit Charities Registration Number: Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: To: AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract): CURRENT: AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☒ Appendix A

☒ Attachment A:
- ☒ A-l Agency Specific Terms and Conditions
- ☒ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☒ Attachment B:
- ☒ B-l Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-l(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☒ Attachment C: Work Plan
☒ Attachment D: Payment and Reporting
☐ Other:

Contract Number: #________________________

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract for Grants on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
	NYS DEPARTMENT OF STATE ONE COMMERCE PLAZA 99 WASHINGTON AVENUE ALBANY, NY 12231
By:_________________________________	By:_________________________________
_________________________________ Printed Name	_________________________________ Printed Name
Title:_______________________________	Title:_______________________________
Date:_______________________________	Date:_______________________________

STATE OF NEW YORK

County of_______________________________

On the ___ day of __________, ____, before me personally appeared_________________________, to me known, who being by me duly sworn, did depose and say that he/she resides at _____________________, that he/she is the _________________________ of the _______________________________, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract for Grants.

(Notary)____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_________________________________	_________________________________
_________________________________ Printed Name	_________________________________ Printed Name
Title:_____________________________	Title:_____________________________
Date:_____________________________	Date:_____________________________

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

[1] For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors**: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or

meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

Contract Number: #____________________________

TABLE OF CONTENTS

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage

and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. <u>COMPLIANCE WITH CONSULTANT DISCLOSURE LAW</u>. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. <u>PROCUREMENT LOBBYING</u>. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. <u>CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS</u>.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. <u>IRAN DIVESTMENT ACT</u>. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. <u>ADMISSIBILITY OF REPRODUCTION OF CONTRACT</u>. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
New York State Department of State (1/16/24)

Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval is required for all requests for budget modifications, regardless of the amount of the modification, or where the proposed modification will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract. All requests for modifications must be done in writing and requires a detailed breakdown of requested changes and justification for the request. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Documentation of Performance

In addition to the criteria set forth in Section III(E)(1)(b) of the NYS Contract for Grants, documentation of personal service expenditures shall:

1. Be based upon actual work performed;

2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and

3. Comply with the Contractor's established accounting policies and conform to generally accepted accounting principles.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable, nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this Agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II(A)(3) of the NYS Contract for Grants, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

In addition to the requirements of Section III(D)(4) of the NYS Contract for Grants, the Contractor shall maintain an inventory of all property purchased under this Agreement and owned by the Contractor. Such inventory shall be retained by the Contractor for the time period specified in Section III(E)(1) and available for inspection and copying by the State.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in Section II(A) of the NYS Contract for Grants. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within forty-five (45) days after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded or the Department may pursue any other remedies available to the State.

2. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.

3. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at https://apps.labor.ny.gov/EDList/searchPage.do) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at https://ogs.ny.gov/debarred-and-non-responsible-entities); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to possess requisite workers compensation and disability insurance coverage (see http://www.wcb.ny.gov).

   In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at https://apps.labor.ny.gov/EDList/searchPage.do) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at https://ogs.ny.gov/debarred-and-non-responsible-entities); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see http://www.wcb.ny.gov). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract including, but not limited to the terms of the Agreement, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.

4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.

5. In addition to the requirements of Section III(B)(2) of the NYS Contract for Grants, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below $100,000 for the performance of any activities covered by this Contract. Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than $35,000 and purchase contracts involving not more than $20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

   The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than $35,000 and all purchase contracts involving more than $20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than $35,000 and purchase contracts involving not more than $20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

2. For non-municipal entities, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M, SDVOB requirements set forth in Section N, any additional requirements imposed by the State as set forth in this Agreement, any applicable law, and its own policies.

I. Vendor Responsibility Determinations

A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a Contractor's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://osc.state.ny.us/vendrep/index.htm. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the Contractor certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), if applicable, regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section I(G) of the NYS Contract for Grants, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	Jennifer Gallo, Director
Agency/Division	Department of State, Bureau of Fiscal Mangement
Address	99 Washington Ave, Suite 1110, Albany, NY 12231
Phone/ Fax/Email	(P): 518-474-2754 (F): (E): dos.sm.Fiscal.CAU@dos.ny.gov

2. Notice to the Contractor

Name, Title	
Address	
Phone/ Fax/Email	(P): (F): (E):

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject Contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in this Agreement, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

(1) Evidence of outreach to MWBEs;
(2) Any responses by MWBEs to the Contractor's outreach;
(3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
(4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
(5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

b. In performing the Contract, the Contractor shall:

(1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
(2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
(3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
(4) The Contractor's EEO policy statement shall include the following language:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this Contract is in excess of $250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

(1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.

(2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristic, familial status, marital status or domestic violence victim status, or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the Contract.

b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.

c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-2754. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at https://ny.newnycontracts.com. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

   i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

N. Service-Disabled Veteran-Owned Businesses Participation

Article 3 of Veterans' Services Law, as amended, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 3.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: https://dos.ny.gov/supplier-diversity.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS) and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://sdves.ogs.ny.gov/business-search.

O. Refunds and Repayments

The Contractor shall promptly return funds due the State, including repayment of unexpended advances or disallowances. The Contractor shall make payment within forty-five (45) days of the end or termination of the Contract or demand from the Department. The Contractor shall reference the contract number with its payment and include a brief explanation of why the refund is made. Refunds shall be made payable to and addressed, as stated below:

Payable to: NYS Department State

Mail to: NYS Department of State, Bureau of Fiscal Management

Address: One Commerce Plaza
99 Washington Ave, Suite 1110
Albany, NY 12210

P. Accessibility Compliance Testing

Accessibility compliance testing pursuant to Section III(H) of the NYS Contract for Grants shall be conducted by the Contractor. Any results or reports of such testing shall promptly be provided by the Contractor to Department.

II. Attachment A-2: Program Specific Clauses – Legislative Awards (6/4/13)

A. Funding

1. The Contract Period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed. Costs incurred for project activities conducted prior to or after the Contract Period will not be reimbursed under this Agreement.

2. The Contractor and Project as described in the Legislative Initiative Form provided to the to the Contractor by the Department and incorporated herein by references and as detailed in the Workplan (Attachment C) have been identified to the Department for receipt of a legislative grant award not to exceed the funding amount as set forth on the Contract Face Page.

3. Funding for this project has been appropriated in the Community Projects Fund as established by Section 99-d of the State Finance Law (Chapter 474 of the Laws of 1996). Pursuant to Paragraph 6(a) of Section 99-d, "The state shall not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund, after required transfers pursuant to subdivision three of this section."

4. Notwithstanding the contract period set forth on the Face Page, absent reappropriation in the subsequent State budget, funds for this project will cease to be available for payments on September 15 following the current end date of the contract. In that event, to afford reasonable assurance that payment can be made by the Department, final payment requests must be received by the Department's payment office by no later than August 15.

B. Certification Appendix

1. The NYS Office of the Attorney General requires that a Certification Appendix be completed by non-governmental entities that enter into Legislative Member initiative contracts with state agencies.

2. If the prospective contractor is a nongovernmental entity, a Certification Appendix must be completed and returned.

3. Contractor hereby acknowledges that, where required, the Certification Appendix is made a part of this contract by reference hereto and that any misrepresentation of fact in the Certification Appendix may result in termination of this contract.

ATTACHMENT B
BUDGET

B-1 Budget Summary Sheet

Budget Category	Budget Amount			MWBE Applicable
A. Salaries, Wages and Fringe	$			N/A
B. Travel	$			N/A
C. Supplies/Materials	$			$
D. Equipment	$			$
E. Contractual Services	$			$
F. Other	$			$
Contract Budget Total	$			$
MWBE Utilization Goal	**MBE %**	**WBE %**	**Total %**	**Total Goal**

The total of your budget must equal the amount of your allocation as shown on the contract face page.

The budget is intended to show the items of expense which will be funded under this contract. Please do not show the entire cost of the project if it exceeds the amount of funding provided by this contract.

Contracts totaling $25,000.01 or more must calculate MWBE utilization when purchasing goods, commodities and contractual services, prior to contract execution.

Contracts totaling $25,000.00 or less are not subject to an MWBE Goal. Grantees are encouraged to include MWBE firms in all purchasing.

B-2 Budget Detail Sheet

A. SALARIES, WAGES AND FRINGE

Estimated Total Number of Amount Budgeted

Name/Title	Annual Salary	Effort (%) (percentage worked on project)	Total charged to this contract

(ATTACH ADDITIONAL SHEETS IF NEEDED)

Fringe Rate: %	**Total Salaries** $
Total Fringe: (Rate x Salaries)	$

TOTAL SALARIES, WAGES AND FRINGE $____________________

B. TRAVEL

Show the calculation for travel costs (NYS travel ONLY). Include a brief statement in support of the purpose of the travel, destination, and duration (daily vs. overnight trips) of such travel. (Example: travel start location and destination and # miles X rate/mile/per trip).

TOTAL TRAVEL $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

B-3 Budget Detail Sheet

C. SUPPLIES/MATERIALS

Use general categories such as office supplies, printing supplies, small tools, building materials and like category descriptions. List the description of the supply category and the costs associated *for each line*.

TOTAL SUPPLIES/MATERIALS $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

D. EQUIPMENT

List EACH item of equipment that exceeds $200 per item and has a useful life of one year or more. Indicate total cost for each piece of equipment. Do not include supplies with an individual cost of less than $200.

TOTAL EQUIPMENT $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

B-4 Budget Detail Sheet

E. CONTRACTUAL SERVICES

This category includes items such as telephone, postage, rent, utilities, rental or repairs to equipment, lease of equipment, contracted services and contracted construction costs.

TOTAL CONTRACTUAL SERVICES $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

F. OTHER

Identify and justify costs that many not be budgeted in the categories listed above. Include cost for each item.

TOTAL OTHER $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

ATTACHMENT C
Program Work Plan

Project Name: **Contractor's SFS Name:** **Contract Period:**

NARRATIVE:
(Must be completed for all project types and payment options.)

(ATTACH SEPARATE SHEETS AS NECESSARY)

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period :			
Claim Number	Claim Type	Claim Period	Due Date

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1:			
Progress Report	Report Type	Report Period	Due Date

E. Special Payment and Reporting Provisions

Advance Payments and Claiming Requirements: As stated in Section A(2) of the General Terms and Conditions for Attachmment D - No payments will be made until the contract is fully executed and signed by the State Attorney General and the State Comptroller, if applicable. DOS reserves the right not to make advances for any contract that is not executed prior to the end of the second quarter of the budget period. As stated in Section B(2) of the Advance Payments and Claiming Requirements for Attachment D - at the discretion of the State Agency, DOS may make an advance payment upon the request of the Contractor, during the initial period of a new or renewal contract, in the amount of up to Twenty-Five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B-1 form (Budget). Advance payment will be due within 30 days of receipt of the advance voucher or execution of the contract, whichever is later, unless the voucher is received, and contract is executed prior to the start date of the contract in which case the advance will be due within 30 days of the start date.

Recoupment: Any advance payment shall be recovered by crediting 33.3% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period. Thereafter, each grantee will be reimbursed for expenses incurred pursuant to allowable grant related activities including salary, benefits, travel, and related expenses.

A Quarterly Reimbursement Claiming Schedule is set forth for the Contract Term and are due no later than 45 days after a quarter.

Progress Reporting Requirements:
Narrative/Qualitative Report: The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter.

Final Report: The Contractor will submit the final report no later than 45 days after the end of the contract period.

DISCLOSURE & ACCOUNTABILITY CERTIFICATIONS **

I. No Conflict of Interest

Except as otherwise fully disclosed in a separate appendix attached to this Contract, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that neither the Sponsoring Member(s) nor any Related Parties to Sponsoring Member(s) has any financial interest, direct or indirect, in the Contractor, or has received or will receive any financial benefit, either directly or indirectly, from the Contractor or its Related Parties from the matters contained in this Contract.

II. Good Standing

Except as otherwise fully disclosed in a separate appendix attached to this Contract, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that:

(A) At no time during the past five years has the Contractor or any of the Contractor's Affiliates or principal owners: (1) been barred by a government agency from entering into any government contract as a result of inappropriate activity or unlawful conduct; (2) been declared in default and/or terminated for cause of any government contract; (3) received an overall unsatisfactory performance rating from any government agency on any contract; (4) been convicted or charged with a felony or misdemeanor; (5) failed to file federal, state or city tax returns or pay taxes owed; or (6) (to the extent the entity is a charity or not-for-profit organization) failed to file any and all required forms with any government agency regulating the entity;

(B) At no time within the last seven years has the Contractor or any of the Contractor's Affiliates or principal owners been involved in any bankruptcy proceeding (whether or not closed);

** for contracts in the amount of $50,000 or above.

(C) Neither the Contractor, nor any of the Contractor's Related Parties, has paid any third party or agent, either directly or indirectly, to aid in the securing of this Contract.

To the extent the answer to any of these questions is "yes," please describe the events and circumstances in an attached appendix.

III. Funds Used Solely for Public Purpose

The Contractor affirms, to the best of its knowledge, under penalty of perjury, that all funds expended pursuant to the terms of this Contract are intended to be used and will be used solely and directly for the public purpose or public purposes specified elsewhere in this Contract.

IV. Sponsoring Member(s)

The Sponsoring Member(s) of the local legislative initiative pursuant to which this Contract will be funded is/are ________________.

V. Definitions

As used herein in this Certification Appendix:

(1) "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the specified party.

(2) "Contractor" means the party or parties receiving funds pursuant to the terms of this Contract.

(3) "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants of the party or of the party's spouse, (iii) any sibling of the party or of the party's spouse, (iv) any person sharing the home of any of the foregoing, (v) any staff member, employee, director, officer or agent of the party, and (vi) Affiliates or subcontractors of the party.

** for contracts in the amount of $50,000 or above.

(4) "Sponsoring Member(s)" means the sponsoring Assembly Member or State Senator that sponsored the grant related to this Contract.

The undersigned recognizes that this Certification Appendix is submitted for the express purpose of assisting the State of New York and political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State of New York and political subdivisions may in their discretion, by means which they choose, verify the truth and accuracy of all statements made herein; acknowledges that knowing or intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.45; and states that the information submitted in this Certification Appendix and any attached appendix is true, accurate and complete.

______________________________	______________________________
Name of Contractor	Signature of Authorized Official/Date
______________________________	______________________________
Address	Typed Copy of Signature
______________________________	______________________________
City, State, Zip Code	Title

Sworn to before me this

________ day of __________, 20

____

Notary Public

** for contracts in the amount of $50,000 or above.

~~[illegible]~~

SFY 2024-2025 LEGISLATIVE INITIATIVE FORM C1003791

Legal Name, Address, and Telephone Number:

CITY OF MIDDLETOWN
16 JAMES STREET
MIDDLETOWN, NY 10940
(845) 346-4170

Project Title:

PAYROLL SOFTWARE

Amount of Legislative Initiatives Funded for SFY 2024-2025:

$100,000

Purpose of Project:

FUNDS WILL BE USED TO PURCHASE A NEW PAYROLL SOFTWARE TO BE ABLE TO UPDATE RECORDS THAT ARE MAINTAINED BY THE CITY.

Project Director:

LEONORA LIZ
LLIZ@MIDDLETOWNNY.GOV

Requested By:

KAY

Name of Administering State Agency:

DEPARTMENT OF STATE

81 East Main Street
Middletown, NY 10940
www.MiddletownFireDept.com

Phone: 845-344-5003
Fax: 845-344-5031
Facebook.com/MiddletownFireDepartment

August 13,2026

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

The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to transfer the following monies in the 2026 Fire Department Operating Budget:

FROM	AMOUNT	TO
A.3410.100 **Personal Services**	**$ 100,000.**	**A.3410.103** **Overtime**

Sincerely,

Bob Brady
Fire Chief

OECD

Paramount Theatre
17 South Street
Middletown, New York 10940

August 24, 2026

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

RE: Paramount Theatre 2026

Dear Members:

I am requesting the following transfers within the 2026 Paramount Budget.

From	Amount	To
A.7010.800 City Sponsored Events	$6,000.00	A.7010.443 Movie Rentals

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development
City of Middletown

orrick

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000

orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com
D +1 212 506 5211
F +1 212 506 5151

DISCUSSION DRAFT 2

July 6, 2026

VIA E-MAIL (LLiz@middletown-ny.com)

Ms. Leonora Liz
City Treasurer
City of Middletown
16 James Street
Middletown, New York 10940

Re: City of Middletown, Orange County, New York
2026 Capital Improvements - $9,530,477 Bonds
Orrick File: 42347-2-512

Dear Leonora:

I have prepared and enclose herewith a draft form of bond resolution relating to the above matter, for adoption by the Common Council at its next meeting.

At that time this resolution is to be adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the Legal Notice of estoppel of the resolution, a form of which I enclose herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly return to me by pdf (originals by mail not needed) a certified copy of the enclosed resolution, together with an original printer's affidavit of publication of the Legal Notice of estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Douglas

Douglas E. Goodfriend
/es
Enclosures

cc: Jacob Tawil (jtawil@middletown-ny.com)
Alexander Locascio (alocascio@capmark.org)
Janet Morley (jmorley@capmark.org)

4140-4118-1035

42347-2-512

BOND RESOLUTION

At a regular meeting of the Common Council of the City of Middletown, Orange County, New York, held at the Common Council Chambers, City Hall, in Middletown, New York, in said City, on July 7, 2026, at 7:30 P.M., Prevailing Time.

The meeting was called to order by Council President J. Miguel Rodrigues, and upon roll being called, the following were

PRESENT: Ald. Alex Rodriguez, Ald. Jude Jean-Francois, Ald. Katie, Wray, Ald. Andrew Green, Ald, Kevin Witt, Ald. Joseph Masi & Council President J. Miguel Rodrigues

ABSENT: Ald. Pauk Johnson & Ald. Kevin Gomez

The following resolution was offered by Alderman Andrew Green, who moved its adoption, seconded by Alderman Joseph Masi, to-wit:

BOND RESOLUTION DATED JULY 7, 2026.

RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, AT A TOTAL MAXIMUM ESTIMATED COST OF $9,530,477, AND AUTHORIZING THE ISSUANCE OF $9,530,477 BONDS OF SAID CITY TO PAY THE COSTS THEREOF.

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

Section 1. The following are hereby authorized in and for the City of Middletown, Orange County, New York, including, in each case, as applicable, original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses:

a) Renovation of the Old Courthouse and City Hall, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $1,766,920, being a specific object or purpose having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

b) Reconstruction of the Paramount Theatre roof and equipment, at a maximum estimated cost of $501,000, being a specific object or purpose having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

c) Reconstruction and improvements to Police Department facilities, at a maximum estimated cost of $472,777, being a class of objects or purposes having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

d) Purchase of Police Department vehicles, at a maximum estimated cost of $160,000, being a class of objects or purposes having a period of probable usefulness of three years pursuant to subdivision 77(2nd) of paragraph a of Section 11.00 of the Local Finance Law;

e) Purchase of fire-fighting apparatus and equipment, at a maximum estimated cost of $1,360,754, being a class of objects or purposes having a period of probable usefulness of twenty years pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law;

f) Purchase of minivan for Recreation Department, at a maximum estimated cost of $43,960, being a specific object or purpose having a period of probable usefulness of five years pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law;

g) Purchase of fitness studio equipment for Recreation Department, at a maximum estimated cost of $52,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law;

h) Purchase of equipment for the Sewer Treatment Plant, at a maximum estimated cost of $526,682, being a class of objects or purposes having a period of probable usefulness of thirty years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law;

i) Purchase of equipment for the Water Treatment Plant, at a maximum estimated cost of $228,417, being a class of objects or purposes having a period of probable usefulness of forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law;

j) Purchase of a vehicle for the Water Department, at a maximum estimated cost of $123,904, being specific object or purpose, having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

k) Purchase of equipment for the Sanitation Department, each item of which costs $30,000 or over, at a maximum estimated cost of $1,121,324, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

l) Purchase of equipment for the Parks Department, each item of which costs $30,000 or over, at a maximum estimated cost of $641,270, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

m) Improvements to Parks Department facilities, at a maximum estimated cost of $472,575, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 19(c) of paragraph a of Section 11.00 of the Local Finance Law;

n) Purchase of two zero turn lawnmowers for the Parks Department, at a maximum estimated cost of $18,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law; and

o) Purchase of equipment for the Street Department, each item of which costs $30,000 or over, at a maximum estimated cost of $2,040,894, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 2. The aggregate maximum estimated cost of the aforesaid objects or purposes is $9,530,477, and the plan for the financing thereof is by the issuance of the $9,530,477 serial bonds authorized by Section 1 hereof, allocated to each of the objects or purposes in accordance with the maximum estimated cost of each as stated in Section 1 hereof; provided, however, that the amount of bonds to be issued shall be reduced to the extent of grants received in connection therewith.

Section 3. 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.

Section 4. 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.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name ofthe 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.

Section 6. 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 7. 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 8. 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 9. 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.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Ald. Alex Rodriguez	VOTING	YES_____
Ald. Jude Jean-Francois	VOTING	YES _____
Ald. Katie Wray	VOTING	YES_____
Ald. Andrew Green	VOTING	YES_____
Ald. Kevin Witt	VOTING	YES _____
Ald. Joseph Masi	VOTING	YES _____
Council President J. Miguel Rodrigues	VOTING	YES _____

The resolution was thereupon declared duly adopted.

* * * * * *

STATE OF NEWYORK)
) ss.:
COUNTY OF ORANGE)

I, the undersigned Clerk of the City of Middletown, in the County of Orange, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on July 7, 2026.
2. That such meeting was a **regular** meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting ***(the meeting at which the proceeding was adopted)*** was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING City Website & Social Medial Platforms

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 8th day of July, 2026.

City Clerk

(CORPORATE SEAL)

4140-4118-1035

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on July 7, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Middletown, Orange County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Middletown, New York,

July 7, 2026.

/s/ Richard McCormack
City Clerk

BOND RESOLUTION DATED JULY 7, 2026.

RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, AT A TOTAL MAXIMUM ESTIMATED COST OF $9,530,477, AND AUTHORIZING THE ISSUANCE OF $9,530,477 BONDS OF SAID CITY TO PAY THE COSTS THEREOF.

Specific object or purpose:	Renovation of Old Courthouse and City Hall
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$1,766,920
Amount of obligations to be issued:	$1,766,920
Specific object or purpose:	Reconstruction of Paramount Theatre roof and equipment
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$501,000
Amount of obligations to be issued:	$501,000
Class of objects or purposes:	Reconstruction and improvements Police Dept. facilities
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$160,000
Amount of obligations to be issued:	$160,000
Class of objects or purposes:	Purchase of Police Dept. vehicles
Period of probable usefulness:	Three years
Maximum estimated cost:	$472,777
Amount of obligations to be issued:	$472,777
Class of objects or purposes:	Purchase of fire-fighting apparatus and equipment
Period of probable usefulness:	Twenty years
Maximum estimated cost:	$1,360,754
Amount of obligations to be issued:	$1,360,754

Specific object or purpose:	Purchase of minivan for Recreation Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$43,960
Amount of obligations to be issued:	$43,960
Class of objects or purposes:	Purchase of fitness studio equipment for Recreation Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$52,000
Amount of obligations to be issued:	$52,000
Class of objects or purposes:	Purchase of equipment for the Sewer Treatment Plant
Period of probable usefulness:	Thirty years
Maximum estimated cost:	$526,682
Amount of obligations to be issued:	$526,682
Class of objects or purposes:	Purchase of equipment for the Water Treatment Plant
Period of probable usefulness:	Forty years
Maximum estimated cost:	$228,417
Amount of obligations to be issued:	$228,417
Specific object or purpose:	Purchase of a vehicle for the Water Dept.
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$123,904
Amount of obligations to be issued:	$123,904
Class of objects or purposes:	Purchase of equipment for the Sanitation Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$1,121,324
Amount of obligations to be issued:	$1,121,324
Class of objects or purposes:	Purchase of equipment for the Parks Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$641,270
Amount of obligations to be issued:	$641,270
Class of objects or purposes:	Improvements to Parks Dept. facilities
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$472,575
Amount of obligations to be issued:	$472,575
Class of objects or purposes:	Purchase of two zero turn lawnmowers for the Parks Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$18,000
Amount of obligations to be issued:	$18,000
Class of objects or purposes:	Purchase of equipment for the Street Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$2,040,894
Amount of obligations to be issued:	$2,040,894

orrick

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000

orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com
D +1 212 506 5211
F +1 212 506 5151

DISCUSSION DRAFT 2

July 6, 2026

VIA E-MAIL (LLiz@middletown-ny.com)

Ms. Leonora Liz
City Treasurer
City of Middletown
16 James Street
Middletown, New York 10940

Re: City of Middletown, Orange County, New York
2026 Capital Improvements - $9,530,477 Bonds
Orrick File: 42347-2-512

Dear Leonora:

I have prepared and enclose herewith a draft form of bond resolution relating to the above matter, for adoption by the Common Council at its next meeting.

At that time this resolution is to be adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the Legal Notice of estoppel of the resolution, a form of which I enclose herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly return to me by pdf (originals by mail not needed) a certified copy of the enclosed resolution, together with an original printer's affidavit of publication of the Legal Notice of estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Douglas

Douglas E. Goodfriend
/es
Enclosures

cc: Jacob Tawil (jtawil@middletown-ny.com)
Alexander Locascio (alocascio@capmark.org)
Janet Morley (jmorley@capmark.org)

BOND RESOLUTION

At a regular meeting of the Common Council of the City of Middletown, Orange County, New York, held at the Common Council Chambers, City Hall, in Middletown, New York, in said City, on July 7, 2026, at 7:30 P.M., Prevailing Time.

The meeting was called to order by Council President J. Miguel Rodrigues, and upon roll being called, the following were

PRESENT: Ald. Alex Rodriguez, Ald. Jude Jean-Francois, Ald. Katie, Wray, Ald. Andrew Green, Ald, Kevin Witt, Ald. Joseph Masi & Council President J. Miguel Rodrigues

ABSENT: Ald. Pauk Johnson & Ald. Kevin Gomez

The following resolution was offered by Alderman Andrew Green, who moved its adoption, seconded by Alderman Joseph Masi, to-wit:

BOND RESOLUTION DATED JULY 7, 2026.

RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, AT A TOTAL MAXIMUM ESTIMATED COST OF $9,530,477, AND AUTHORIZING THE ISSUANCE OF $9,530,477 BONDS OF SAID CITY TO PAY THE COSTS THEREOF.

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

Section 1. The following are hereby authorized in and for the City of Middletown, Orange County, New York, including, in each case, as applicable, original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses:

a) Renovation of the Old Courthouse and City Hall, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $1,766,920, being a specific object or purpose having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

b) Reconstruction of the Paramount Theatre roof and equipment, at a maximum estimated cost of $501,000, being a specific object or purpose having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

c) Reconstruction and improvements to Police Department facilities, at a maximum estimated cost of $472,777, being a class of objects or purposes having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

d) Purchase of Police Department vehicles, at a maximum estimated cost of $160,000, being a class of objects or purposes having a period of probable usefulness of three years pursuant to subdivision 77(2nd) of paragraph a of Section 11.00 of the Local Finance Law;

e) Purchase of fire-fighting apparatus and equipment, at a maximum estimated cost of $1,360,754, being a class of objects or purposes having a period of probable usefulness of twenty years pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law;

f) Purchase of minivan for Recreation Department, at a maximum estimated cost of $43,960, being a specific object or purpose having a period of probable usefulness of five years pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law;

g) Purchase of fitness studio equipment for Recreation Department, at a maximum estimated cost of $52,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law;

h) Purchase of equipment for the Sewer Treatment Plant, at a maximum estimated cost of $526,682, being a class of objects or purposes having a period of probable usefulness of thirty years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law;

i) Purchase of equipment for the Water Treatment Plant, at a maximum estimated cost of $228,417, being a class of objects or purposes having a period of probable usefulness of forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law;

j) Purchase of a vehicle for the Water Department, at a maximum estimated cost of $123,904, being specific object or purpose, having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

k) Purchase of equipment for the Sanitation Department, each item of which costs $30,000 or over, at a maximum estimated cost of $1,121,324, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

l) Purchase of equipment for the Parks Department, each item of which costs $30,000 or over, at a maximum estimated cost of $641,270, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

m) Improvements to Parks Department facilities, at a maximum estimated cost of $472,575, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 19(c) of paragraph a of Section 11.00 of the Local Finance Law;

n) Purchase of two zero turn lawnmowers for the Parks Department, at a maximum estimated cost of $18,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law; and

o) Purchase of equipment for the Street Department, each item of which costs $30,000 or over, at a maximum estimated cost of $2,040,894, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 2. The aggregate maximum estimated cost of the aforesaid objects or purposes is $9,530,477, and the plan for the financing thereof is by the issuance of the $9,530,477 serial bonds authorized by Section 1 hereof, allocated to each of the objects or purposes in accordance with the maximum estimated cost of each as stated in Section 1 hereof; provided, however, that the amount of bonds to be issued shall be reduced to the extent of grants received in connection therewith.

Section 3. 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.

Section 4. 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.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name ofthe 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.

Section 6. 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 7. 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 8. 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 9. 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.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Ald. Alex Rodriguez	VOTING	YES_____
Ald. Jude Jean-Francois	VOTING	YES _____
Ald. Katie Wray	VOTING	YES_____
Ald. Andrew Green	VOTING	YES_____
Ald. Kevin Witt	VOTING	YES _____
Ald. Joseph Masi	VOTING	YES _____
Council President J. Miguel Rodrigues	VOTING	YES _____

The resolution was thereupon declared duly adopted.

* * * * * *

STATE OF NEWYORK)
) ss.:
COUNTY OF ORANGE)

I, the undersigned Clerk of the City of Middletown, in the County of Orange, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on July 7, 2026.
2. That such meeting was a **regular** meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting ***(the meeting at which the proceeding was adopted)*** was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING City Website & Social Medial Platforms

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 8th day of July, 2026.

City Clerk

(CORPORATE SEAL)

4140-4118-1035

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on July 7, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Middletown, Orange County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Middletown, New York,

July 7, 2026.

/s/ Richard McCormack
City Clerk

BOND RESOLUTION DATED JULY 7, 2026.

RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, AT A TOTAL MAXIMUM ESTIMATED COST OF $9,530,477, AND AUTHORIZING THE ISSUANCE OF $9,530,477 BONDS OF SAID CITY TO PAY THE COSTS THEREOF.

Specific object or purpose:	Renovation of Old Courthouse and City Hall
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$1,766,920
Amount of obligations to be issued:	$1,766,920
Specific object or purpose:	Reconstruction of Paramount Theatre roof and equipment
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$501,000
Amount of obligations to be issued:	$501,000
Class of objects or purposes:	Reconstruction and improvements Police Dept. facilities
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$160,000
Amount of obligations to be issued:	$160,000
Class of objects or purposes:	Purchase of Police Dept. vehicles
Period of probable usefulness:	Three years
Maximum estimated cost:	$472,777
Amount of obligations to be issued:	$472,777
Class of objects or purposes:	Purchase of fire-fighting apparatus and equipment
Period of probable usefulness:	Twenty years
Maximum estimated cost:	$1,360,754
Amount of obligations to be issued:	$1,360,754

Specific object or purpose:	Purchase of minivan for Recreation Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$43,960
Amount of obligations to be issued:	$43,960
Class of objects or purposes:	Purchase of fitness studio equipment for Recreation Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$52,000
Amount of obligations to be issued:	$52,000
Class of objects or purposes:	Purchase of equipment for the Sewer Treatment Plant
Period of probable usefulness:	Thirty years
Maximum estimated cost:	$526,682
Amount of obligations to be issued:	$526,682
Class of objects or purposes:	Purchase of equipment for the Water Treatment Plant
Period of probable usefulness:	Forty years
Maximum estimated cost:	$228,417
Amount of obligations to be issued:	$228,417
Specific object or purpose:	Purchase of a vehicle for the Water Dept.
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$123,904
Amount of obligations to be issued:	$123,904
Class of objects or purposes:	Purchase of equipment for the Sanitation Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$1,121,324
Amount of obligations to be issued:	$1,121,324
Class of objects or purposes:	Purchase of equipment for the Parks Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$641,270
Amount of obligations to be issued:	$641,270
Class of objects or purposes:	Improvements to Parks Dept. facilities
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$472,575
Amount of obligations to be issued:	$472,575
Class of objects or purposes:	Purchase of two zero turn lawnmowers for the Parks Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$18,000
Amount of obligations to be issued:	$18,000
Class of objects or purposes:	Purchase of equipment for the Street Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$2,040,894
Amount of obligations to be issued:	$2,040,894

orrick

Orrick, Herrington & Sutcliffe LLP
51 WEST 52ND STREET
New York, NY 10019-6142

+1 212 506 5000

orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com
D +1 212 506 5211
F +1 212 506 5151

DISCUSSION DRAFT 2

July 6, 2026

VIA E-MAIL (LLiz@middletown-ny.com)

Ms. Leonora Liz
City Treasurer
City of Middletown
16 James Street
Middletown, New York 10940

Re: City of Middletown, Orange County, New York
2026 Capital Improvements - $9,530,477 Bonds
Orrick File: 42347-2-512

Dear Leonora:

I have prepared and enclose herewith a draft form of bond resolution relating to the above matter, for adoption by the Common Council at its next meeting.

At that time this resolution is to be adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the Legal Notice of estoppel of the resolution, a form of which I enclose herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly return to me by pdf (originals by mail not needed) a certified copy of the enclosed resolution, together with an original printer's affidavit of publication of the Legal Notice of estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Douglas

Douglas E. Goodfriend
/es
Enclosures

cc: Jacob Tawil (jtawil@middletown-ny.com)
Alexander Locascio (alocascio@capmark.org)
Janet Morley (jmorley@capmark.org)

BOND RESOLUTION

At a regular meeting of the Common Council of the City of Middletown, Orange County, New York, held at the Common Council Chambers, City Hall, in Middletown, New York, in said City, on July 7, 2026, at 7:30 P.M., Prevailing Time.

The meeting was called to order by Council President J. Miguel Rodrigues, and upon roll being called, the following were

PRESENT: Ald. Alex Rodriguez, Ald. Jude Jean-Francois, Ald. Katie, Wray, Ald. Andrew Green, Ald, Kevin Witt, Ald. Joseph Masi & Council President J. Miguel Rodrigues

ABSENT: Ald. Pauk Johnson & Ald. Kevin Gomez

The following resolution was offered by Alderman Andrew Green, who moved its adoption, seconded by Alderman Joseph Masi, to-wit:

BOND RESOLUTION DATED JULY 7, 2026.

RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, AT A TOTAL MAXIMUM ESTIMATED COST OF $9,530,477, AND AUTHORIZING THE ISSUANCE OF $9,530,477 BONDS OF SAID CITY TO PAY THE COSTS THEREOF.

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

Section 1. The following are hereby authorized in and for the City of Middletown, Orange County, New York, including, in each case, as applicable, original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses:

a) Renovation of the Old Courthouse and City Hall, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $1,766,920, being a specific object or purpose having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

b) Reconstruction of the Paramount Theatre roof and equipment, at a maximum estimated cost of $501,000, being a specific object or purpose having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

c) Reconstruction and improvements to Police Department facilities, at a maximum estimated cost of $472,777, being a class of objects or purposes having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

d) Purchase of Police Department vehicles, at a maximum estimated cost of $160,000, being a class of objects or purposes having a period of probable usefulness of three years pursuant to subdivision 77(2nd) of paragraph a of Section 11.00 of the Local Finance Law;

e) Purchase of fire-fighting apparatus and equipment, at a maximum estimated cost of $1,360,754, being a class of objects or purposes having a period of probable usefulness of twenty years pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law;

f) Purchase of minivan for Recreation Department, at a maximum estimated cost of $43,960, being a specific object or purpose having a period of probable usefulness of five years pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law;

g) Purchase of fitness studio equipment for Recreation Department, at a maximum estimated cost of $52,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law;

h) Purchase of equipment for the Sewer Treatment Plant, at a maximum estimated cost of $526,682, being a class of objects or purposes having a period of probable usefulness of thirty years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law;

i) Purchase of equipment for the Water Treatment Plant, at a maximum estimated cost of $228,417, being a class of objects or purposes having a period of probable usefulness of forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law;

j) Purchase of a vehicle for the Water Department, at a maximum estimated cost of $123,904, being specific object or purpose, having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

k) Purchase of equipment for the Sanitation Department, each item of which costs $30,000 or over, at a maximum estimated cost of $1,121,324, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

l) Purchase of equipment for the Parks Department, each item of which costs $30,000 or over, at a maximum estimated cost of $641,270, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

m) Improvements to Parks Department facilities, at a maximum estimated cost of $472,575, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 19(c) of paragraph a of Section 11.00 of the Local Finance Law;

n) Purchase of two zero turn lawnmowers for the Parks Department, at a maximum estimated cost of $18,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law; and

o) Purchase of equipment for the Street Department, each item of which costs $30,000 or over, at a maximum estimated cost of $2,040,894, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 2. The aggregate maximum estimated cost of the aforesaid objects or purposes is $9,530,477, and the plan for the financing thereof is by the issuance of the $9,530,477 serial bonds authorized by Section 1 hereof, allocated to each of the objects or purposes in accordance with the maximum estimated cost of each as stated in Section 1 hereof; provided, however, that the amount of bonds to be issued shall be reduced to the extent of grants received in connection therewith.

Section 3. 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.

Section 4. 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.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name ofthe 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.

Section 6. 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 7. 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 8. 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 9. 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.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Ald. Alex Rodriguez	VOTING	YES_____
Ald. Jude Jean-Francois	VOTING	YES _____
Ald. Katie Wray	VOTING	YES_____
Ald. Andrew Green	VOTING	YES_____
Ald. Kevin Witt	VOTING	YES _____
Ald. Joseph Masi	VOTING	YES _____
Council President J. Miguel Rodrigues	VOTING	YES _____

The resolution was thereupon declared duly adopted.

* * * * * *

STATE OF NEWYORK)
) ss.:
COUNTY OF ORANGE)

I, the undersigned Clerk of the City of Middletown, in the County of Orange, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on July 7, 2026.
2. That such meeting was a **regular** meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting ***(the meeting at which the proceeding was adopted)*** was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING City Website & Social Medial Platforms

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 8th day of July, 2026.

City Clerk

(CORPORATE SEAL)

4140-4118-1035

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on July 7, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Middletown, Orange County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Middletown, New York,

July 7, 2026.

/s/ Richard McCormack
City Clerk

BOND RESOLUTION DATED JULY 7, 2026.

RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, AT A TOTAL MAXIMUM ESTIMATED COST OF $9,530,477, AND AUTHORIZING THE ISSUANCE OF $9,530,477 BONDS OF SAID CITY TO PAY THE COSTS THEREOF.

Specific object or purpose:	Renovation of Old Courthouse and City Hall
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$1,766,920
Amount of obligations to be issued:	$1,766,920
Specific object or purpose:	Reconstruction of Paramount Theatre roof and equipment
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$501,000
Amount of obligations to be issued:	$501,000
Class of objects or purposes:	Reconstruction and improvements Police Dept. facilities
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$160,000
Amount of obligations to be issued:	$160,000
Class of objects or purposes:	Purchase of Police Dept. vehicles
Period of probable usefulness:	Three years
Maximum estimated cost:	$472,777
Amount of obligations to be issued:	$472,777
Class of objects or purposes:	Purchase of fire-fighting apparatus and equipment
Period of probable usefulness:	Twenty years
Maximum estimated cost:	$1,360,754
Amount of obligations to be issued:	$1,360,754

Specific object or purpose:	Purchase of minivan for Recreation Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$43,960
Amount of obligations to be issued:	$43,960
Class of objects or purposes:	Purchase of fitness studio equipment for Recreation Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$52,000
Amount of obligations to be issued:	$52,000
Class of objects or purposes:	Purchase of equipment for the Sewer Treatment Plant
Period of probable usefulness:	Thirty years
Maximum estimated cost:	$526,682
Amount of obligations to be issued:	$526,682
Class of objects or purposes:	Purchase of equipment for the Water Treatment Plant
Period of probable usefulness:	Forty years
Maximum estimated cost:	$228,417
Amount of obligations to be issued:	$228,417
Specific object or purpose:	Purchase of a vehicle for the Water Dept.
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$123,904
Amount of obligations to be issued:	$123,904
Class of objects or purposes:	Purchase of equipment for the Sanitation Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$1,121,324
Amount of obligations to be issued:	$1,121,324
Class of objects or purposes:	Purchase of equipment for the Parks Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$641,270
Amount of obligations to be issued:	$641,270
Class of objects or purposes:	Improvements to Parks Dept. facilities
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$472,575
Amount of obligations to be issued:	$472,575
Class of objects or purposes:	Purchase of two zero turn lawnmowers for the Parks Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$18,000
Amount of obligations to be issued:	$18,000
Class of objects or purposes:	Purchase of equipment for the Street Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$2,040,894
Amount of obligations to be issued:	$2,040,894

orrick

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000

orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com
D +1 212 506 5211
F +1 212 506 5151

DISCUSSION DRAFT 2

July 6, 2026

VIA E-MAIL (LLiz@middletown-ny.com)

Ms. Leonora Liz
City Treasurer
City of Middletown
16 James Street
Middletown, New York 10940

Re: City of Middletown, Orange County, New York
2026 Capital Improvements - $9,530,477 Bonds
Orrick File: 42347-2-512

Dear Leonora:

I have prepared and enclose herewith a draft form of bond resolution relating to the above matter, for adoption by the Common Council at its next meeting.

At that time this resolution is to be adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the Legal Notice of estoppel of the resolution, a form of which I enclose herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly return to me by pdf (originals by mail not needed) a certified copy of the enclosed resolution, together with an original printer's affidavit of publication of the Legal Notice of estoppel thereof.

Please do not hesitate to call if you have any questions.

~~With best wishes,~~

Very truly yours,

Douglas

Douglas E. Goodfriend
/es
Enclosures

cc: Jacob Tawil (jtawil@middletown-ny.com)
Alexander Locascio (alocascio@capmark.org)
Janet Morley (jmorley@capmark.org)

BOND RESOLUTION

At a regular meeting of the Common Council of the City of Middletown, Orange County, New York, held at the Common Council Chambers, City Hall, in Middletown, New York, in said City, on July 7, 2026, at 7:30 P.M., Prevailing Time.

The meeting was called to order by Council President J. Miguel Rodrigues, and upon roll being called, the following were

PRESENT: Ald. Alex Rodriguez, Ald. Jude Jean-Francois, Ald. Katie, Wray, Ald. Andrew Green, Ald, Kevin Witt, Ald. Joseph Masi & Council President J. Miguel Rodrigues

ABSENT: Ald. Pauk Johnson & Ald. Kevin Gomez

The following resolution was offered by Alderman Andrew Green, who moved its adoption, seconded by Alderman Joseph Masi, to-wit:

BOND RESOLUTION DATED JULY 7, 2026.

RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, AT A TOTAL MAXIMUM ESTIMATED COST OF $9,530,477, AND AUTHORIZING THE ISSUANCE OF $9,530,477 BONDS OF SAID CITY TO PAY THE COSTS THEREOF.

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

Section 1. The following are hereby authorized in and for the City of Middletown, Orange County, New York, including, in each case, as applicable, original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses:

a) Renovation of the Old Courthouse and City Hall, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $1,766,920, being a specific object or purpose having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

b) Reconstruction of the Paramount Theatre roof and equipment, at a maximum estimated cost of $501,000, being a specific object or purpose having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

c) Reconstruction and improvements to Police Department facilities, at a maximum estimated cost of $472,777, being a class of objects or purposes having a period of probable usefulness of twenty-five years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law;

d) Purchase of Police Department vehicles, at a maximum estimated cost of $160,000, being a class of objects or purposes having a period of probable usefulness of three years pursuant to subdivision 77(2nd) of paragraph a of Section 11.00 of the Local Finance Law;

e) Purchase of fire-fighting apparatus and equipment, at a maximum estimated cost of $1,360,754, being a class of objects or purposes having a period of probable usefulness of twenty years pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law;

f) Purchase of minivan for Recreation Department, at a maximum estimated cost of $43,960, being a specific object or purpose having a period of probable usefulness of five years pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law;

g) Purchase of fitness studio equipment for Recreation Department, at a maximum estimated cost of $52,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law;

h) Purchase of equipment for the Sewer Treatment Plant, at a maximum estimated cost of $526,682, being a class of objects or purposes having a period of probable usefulness of thirty years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law;

i) Purchase of equipment for the Water Treatment Plant, at a maximum estimated cost of $228,417, being a class of objects or purposes having a period of probable usefulness of forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law;

j) Purchase of a vehicle for the Water Department, at a maximum estimated cost of $123,904, being specific object or purpose, having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

k) Purchase of equipment for the Sanitation Department, each item of which costs $30,000 or over, at a maximum estimated cost of $1,121,324, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

l) Purchase of equipment for the Parks Department, each item of which costs $30,000 or over, at a maximum estimated cost of $641,270, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law;

m) Improvements to Parks Department facilities, at a maximum estimated cost of $472,575, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 19(c) of paragraph a of Section 11.00 of the Local Finance Law;

n) Purchase of two zero turn lawnmowers for the Parks Department, at a maximum estimated cost of $18,000, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law; and

o) Purchase of equipment for the Street Department, each item of which costs $30,000 or over, at a maximum estimated cost of $2,040,894, being a class of objects or purposes having a period of probable usefulness of fifteen years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 2. The aggregate maximum estimated cost of the aforesaid objects or purposes is $9,530,477, and the plan for the financing thereof is by the issuance of the $9,530,477 serial bonds authorized by Section 1 hereof, allocated to each of the objects or purposes in accordance with the maximum estimated cost of each as stated in Section 1 hereof; provided, however, that the amount of bonds to be issued shall be reduced to the extent of grants received in connection therewith.

Section 3. 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.

Section 4. 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.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name ofthe 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.

Section 6. 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 7. 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 8. 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 9. 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.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Ald. Alex Rodriguez	VOTING	YES____
Ald. Jude Jean-Francois	VOTING	YES ____
Ald. Katie Wray	VOTING	YES____
Ald. Andrew Green	VOTING	YES____
Ald. Kevin Witt	VOTING	YES ____
Ald. Joseph Masi	VOTING	YES ____
Council President J. Miguel Rodrigues	VOTING	YES ____

The resolution was thereupon declared duly adopted.

* * * * * *

STATE OF NEWYORK)
) ss.:
COUNTY OF ORANGE)

I, the undersigned Clerk of the City of Middletown, in the County of Orange, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on July 7, 2026.
2. That such meeting was a **regular** meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting ***(the meeting at which the proceeding was adopted)*** was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING City Website & Social Medial Platforms

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 8th day of July, 2026.

City Clerk

(CORPORATE SEAL)

4140-4118-1035

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on July 7, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Middletown, Orange County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Middletown, New York,

July 7, 2026.

/s/ Richard McCormack
City Clerk

BOND RESOLUTION DATED JULY 7, 2026.

RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY OF MIDDLETOWN, ORANGE COUNTY, NEW YORK, AT A TOTAL MAXIMUM ESTIMATED COST OF $9,530,477, AND AUTHORIZING THE ISSUANCE OF $9,530,477 BONDS OF SAID CITY TO PAY THE COSTS THEREOF.

Specific object or purpose:	Renovation of Old Courthouse and City Hall
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$1,766,920
Amount of obligations to be issued:	$1,766,920
Specific object or purpose:	Reconstruction of Paramount Theatre roof and equipment
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$501,000
Amount of obligations to be issued:	$501,000
Class of objects or purposes:	Reconstruction and improvements Police Dept. facilities
Period of probable usefulness:	Twenty-five years
Maximum estimated cost:	$160,000
Amount of obligations to be issued:	$160,000
Class of objects or purposes:	Purchase of Police Dept. vehicles
Period of probable usefulness:	Three years
Maximum estimated cost:	$472,777
Amount of obligations to be issued:	$472,777
Class of objects or purposes:	Purchase of fire-fighting apparatus and equipment
Period of probable usefulness:	Twenty years
Maximum estimated cost:	$1,360,754
Amount of obligations to be issued:	$1,360,754

Specific object or purpose:	Purchase of minivan for Recreation Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$43,960
Amount of obligations to be issued:	$43,960
Class of objects or purposes:	Purchase of fitness studio equipment for Recreation Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$52,000
Amount of obligations to be issued:	$52,000
Class of objects or purposes:	Purchase of equipment for the Sewer Treatment Plant
Period of probable usefulness:	Thirty years
Maximum estimated cost:	$526,682
Amount of obligations to be issued:	$526,682
Class of objects or purposes:	Purchase of equipment for the Water Treatment Plant
Period of probable usefulness:	Forty years
Maximum estimated cost:	$228,417
Amount of obligations to be issued:	$228,417
Specific object or purpose:	Purchase of a vehicle for the Water Dept.
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$123,904
Amount of obligations to be issued:	$123,904
Class of objects or purposes:	Purchase of equipment for the Sanitation Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$1,121,324
Amount of obligations to be issued:	$1,121,324
Class of objects or purposes:	Purchase of equipment for the Parks Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$641,270
Amount of obligations to be issued:	$641,270
Class of objects or purposes:	Improvements to Parks Dept. facilities
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$472,575
Amount of obligations to be issued:	$472,575
Class of objects or purposes:	Purchase of two zero turn lawnmowers for the Parks Dept.
Period of probable usefulness:	Five years
Maximum estimated cost:	$18,000
Amount of obligations to be issued:	$18,000
Class of objects or purposes:	Purchase of equipment for the Street Dept., each item of which costs $30,000 or over
Period of probable usefulness:	Fifteen years
Maximum estimated cost:	$2,040,894
Amount of obligations to be issued:	$2,040,894

August 20, 2026

City of Middletown
16 James Street
Middletown, NY 10940

RE: City of Middletown Professional Review Services

Dear Jacob:

CPL Architecture, Engineering, and Landscape Architects, DPC is pleased to offer this proposal for Government Services.

CPL is pleased to offer the following scope of services to support the City of Middletown Planning Board, Zoning Board of Appeals and the City. CPL proposes to provide professional consulting services related to the processing of applications intended to come before the City Planning Board, including coordination with prospective applicants prior to formal application submittal. This includes assistance with zoning reviews, site plan, subdivision, and special permit reviews, meeting attendance, and SEQR guidance as required.

Under this agreement, CPL will serve as engineering consultant to the Planning Board on matters requiring escrow deposits by applicants for professional review fees and expenses. Our services will be billed to the escrow accounts established for each application on a Time and Material basis per the following rate schedule. All time charges will be described on our invoices, with the amount of time set forth for each specific task performed. Expenses and disbursements will be shown separately on our invoices. All invoices will be issued monthly, and payment will be due within forty-five (45) days of receipt of the invoice.

General Planning Board Services
CPL will assist with coordination with other consultants and/or agencies, answering any planning questions re: current or former applications, agenda meeting attendance, workshop meetings with applicants, meetings with the Zoning Administrator, and creation of process lists/checklists for the Planning Board secretary. CPL will also attend meetings with community members and applicants.

Fee Proposal
CPL's staff will be available to the City for the above-referenced services as per the attached rate table (*Appendix "A", below*).

Terms and Conditions
This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "B" attached herein and are incorporated by reference. This document, together with the exhibits and/or appendices identified herein, constitutes the entire understanding between the City of Middletown and CPL with respect to the work to be performed by CPL for the benefit of the City of Middletown Planning Board and/or Zoning Board of Appeals and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between the City of Middletown and CPL. Receipt of the signed agreement will serve as our notice to proceed.

We look forward to continuing our work with the City in providing Planning and Engineering review services.

CPL ARCHITECTURE ENGINEERING & PLANNING

Timothy J. Moot, P.G.	Christian T. Moore, P.E.
Vice President	Senior Engineering Project Manager

Cc: File

Proposal Accepted by:

Signature: ______________________________ ____________________
City of Middletown Date

APPENDIX "A"

CITY OF MIDDLETOWN

2026 STANDARD BILLING RATES

TITLE	RATE
PRINCIPAL ENGINEER	\$215 - \$235
SENIOR ENGINEERING PROJECT MANAGER	\$190 - \$215
ENGINEER 1	\$145 - \$160

CPL STANDARD TERMS AND CONDITIONS

1. CPL Architects, Engineers and Landscape Architect, D.P.C ("CPL") shall provide the services set forth in the foregoing proposal letter to the "Client" therein identified. The signed proposal letter, together with these CPL Standard Terms and Conditions, is referred to as the "Agreement." CPL shall perform all services in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. CPL shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the "Project" identified in the proposal letter. CPL represents that it is properly authorized to provide the services required by this Agreement in the jurisdiction where the Project is located, and that professional services shall only be provided by licensed individuals to the extent required by law. CPL shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Schedule for providing services is set forth in this proposal letter. CPL shall not be responsible for delays from any and all causes beyond its reasonable control.
2. CPL shall furnish appropriate insurance certificates for general, automobile and professional liability, Worker's Compensation and Employer's Liability, upon request.
3. CPL shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Client and the Client's consultants and information from public records.
4. Construction cost estimates prepared by CPL represents CPL's reasonable judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If required by the scope of services of this Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the "Contract Documents," as defined in the relevant construction agreement. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. All documents including drawings and specifications prepared by CPL are "Instruments of Service" with respect to the Project and CPL retains an ownership and property interest therein, including the copyright and the right of reuse. CPL grants to the Client a limited, royalty-free license to use the deliverable documents on the Project to the extent CPL has been paid all fees under the Agreement. The said deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL. Client shall indemnify, defend, and hold harmless CPL from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such unauthorized use or re-use of CPL's documents. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL. If CPL rightfully terminates this Agreement for cause, the license granted in this Section shall terminate unless the parties agree to an extension of the license and appropriate fee.
7. CPL and Client agree to transmit, and accept, Project-related Instruments of Service or any other information or documentation in digital form either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
8. This Agreement shall be governed by the laws of the State in which the Project is located.
9. CPL and Client agree to negotiate each dispute between them in good faith during the 30 days after either party provides written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated by the American Arbitration Association unless another forum is mutually selected. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. If mediation is unsuccessful, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction where the Project is located. CPL and Client waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

CPL STANDARD TERMS AND CONDITIONS

10. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event the Project is cancelled. In the event of termination, CPL shall be paid compensation plus reimbursable expenses incurred in relation to the services performed prior to the termination date.
11. Limitation of Liability: To the maximum extent permitted by law, the Client agrees to limit CPL's liability for the Client's damages incurred in relation to this Agreement or any services furnished by CPL to the sum of $50,000 or CPL's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If applicable law prohibits enforcement of this limitation of liability provision as written, then, and only then, this provision shall be deemed to be modified to provide the maximum limitation of liability allowable under applicable law.
12. Client and CPL each binds themself and their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.
13. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CPL.
14. CPL shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
15. CPL shall be compensated as set forth in this Agreement. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement, the amounts due CPL shall be increased at the rate of 1.5% per month (18% per annum, or the maximum rate of interest permitted by law, if less), from said 30th day. In addition, after giving seven (7) days' written notice to Client, CPL may suspend services until it has been paid in full all amounts due to CPL under this Agreement.
16. Services which are in addition to those set forth in the proposal letter which CPL agrees to provide to Client are "Additional Services" which shall be compensated as mutually agreed to by Client and CPL. The parties shall agree in writing as to scope, compensation and schedule prior to commencement of any Additional Services. Additional Services shall include, but not be limited to, services required due to: (i) significant changes in general scope of Project (including any changes made for budgetary reasons); (ii) revising previously accepted Instruments of Service as requested by Client, and/or (iii) delays not the fault of CPL.
17. This Agreement including any expressly incorporated attachments, constitutes the entire agreement between Client and CPL and supersedes all prior written or oral understandings. This Agreement may be amended only by written instrument signed by both the Client and CPL.
18. All Agreements shall include this Cost of Living Adjustment Clause: The parties agree that the compensation payable to the Architect/Engineer/Planner under this Agreement shall be subject to an annual adjustment to reflect changes in the cost of living based on changes in the Consumer Price Index (CPI), or other comparable price index as agreed to by the parties, effective on each anniversary date of the agreement. Notwithstanding the foregoing, any annual increase shall not exceed 5% unless otherwise agreed in writing by both parties. Under no circumstances shall the compensation payable to the Architect/Engineer/Planner be reduced below the amounts in effect as of the preceding anniversary date of the agreement.