



COMMON COUNCIL MEETING

Monday, November 7, 2022
Common Council Chambers

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting – October 17, 2022
Special Meeting – October 19, 2022

III. READING OF ITEMS by the City Chamberlain of any items not listed on the printed agenda.

IV. PUBLIC PARTICIPATION

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS

VI. MAYOR'S COMMENTS

VII. NEW & UNFINISHED BUSINESS:

VIII. REPORTS OF COMMITTEES AND BOARDS:

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

1. **R-22-76**, Resolution Accepting a Grant from New York State Parks, Recreation and Historic Preservation for Reconstruction of Pulaski Park Pool House and Facilities
2. **R-22-78**, Resolution Approving The Amendment of The Lease Agreement With Scenic Hudson at Pershing Park to Remove 0.2 Acres
3. **R-22-79**, Resolution Approving ARPA-Funded Façade Improvement Program
4. **R-22-80**, Resolution Allocating ARPA Funds for Capital Improvements at The Joint Water Project
5. **R-22-81**, Resolution to Return Plan to the Redistricting Commission
6. **R-22-82**, Resolution in Support of Restore NY Grant for the "Northside Hub" - 58 Parker Ave.
7. **R-22-83 & R-22-84**, SEQRA Resolution and Resolution Approving the Sale of City-Owned Parcel at 7-9 Morgan Ave.

X. ORDINANCES AND LOCAL LAWS:

1. **O-22-06**, Ordinance Amending §13-269 Of Chapter 13 of The City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles And Traffic” – Handicapped Parking on Franklin & Whinfield

ACTION AGENDA:

XI. MOTIONS AND RESOLUTIONS:

XII. ORDINANCES AND LOCAL LAWS:

XIII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **A COMMUNICATION FROM JEFF AMAN, CHAIR OF THE PUBLIC ARTS COMMISSION**, Regarding the Waryas Park Whale Sculpture
2. **A COMMUNICATION FROM COUNCILMEMBER FLOWERS**, Regarding a Draft Ordinance Amending §13-172 Of Chapter 13 of The City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles And Traffic” - Dutcher Place
3. **A COMMUNICATION FROM DEVELOPMENT DIRECTOR QUINN**, Regarding Updates to the LWRP and Timeline for Adoption
4. **FROM BIANCA DUBOIS**, a notice of personal injury sustained on or around September 13, 2022.

XIV. ANNOUNCEMENTS:

XV. ADJOURNMENT:

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: CONTRACT NUMBER: CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: ☐ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (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 STATUS: ☐ For Profit ☐ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: # _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: _____ To: _____ CURRENT CONTRACT PERIOD: From: _____ To: _____ AMENDED TERM: From: _____ To: _____ AMENDED PERIOD: From: _____ To: _____	CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i> CURRENT: _____ AMENDED: _____ FUNDING SOURCE(S) ☐ State ☐ Federal ☐ Other
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| ☐ Attachment A: | ☐ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants and Requirements Mandated by Federal Laws |
| ☐ Attachment B: | <div style="display: flex; justify-content: space-between;"> <div> ☐ B-1 Expenditure Based Budget
 ☐ B-3 Capital Budget
 ☐ B-1(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) </div> <div> ☐ B-2 Performance Based Budget
 ☐ B-4 Net Deficit Budget </div> </div> |
| ☐ Attachment C: Work Plan
☐ Attachment D: Payment and Reporting Schedule
☐ Other: | |

Contract Number: # _____

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

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

Contract Number: # _____

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) 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 establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects 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 the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment 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 portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master 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 Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master 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 Master 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.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master 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 Master Contract shall attempt in good faith to reform the Master 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.

I. Interpretation: The headings in the Master 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 to be gender neutral. The Master 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.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such 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.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents 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 Master 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 Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. 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 Master 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 any of 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 any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master 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.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. 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.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) 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-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master 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 Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master 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 Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that 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 not-for-profit 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.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master 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 not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master 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 Master Contract.

C. Termination:

1. Grounds:

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

b) Cause: The State may terminate the Master 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 Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master 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 entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master 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 Master 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: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

Where the Master 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 Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

D. 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 a formal written notice outlining the particulars 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 Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, 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. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master 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.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. 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 Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

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), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. 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. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein 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.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either 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.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ 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 use a written directive for fifth quarter financing. 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.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master 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.
5. The State shall not be liable for payments on the Master 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.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency 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.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master 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.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master 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 Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

Contract Number: # _____

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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 Attachment C (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.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) 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).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR 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 Master 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 Master Contract and/or any subcontract entered into under the Master 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 Master 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 Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master 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 Master 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 Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master 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, prior to executing a subcontract, 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. If requested by the State, 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 Schedule) and Section III. 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 Master Contract for any activity other than those provided for under the Master 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 Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is 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.

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.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) 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.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master 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.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) 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 applicable, as specified in the Master 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.
 - g) 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 Master 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 Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - 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 Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
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 Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master 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 Master 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.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. 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.

b) 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.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. 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. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior 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 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 Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; 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 Master Contract (but are not deliverable under the Master 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 IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, 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. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master 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.

M. 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.

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:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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 Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 the Master Contract.

6. 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 Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. 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.

O. 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 Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ 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.

Q. 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

⁹ Not applicable to not-for-profit entities.

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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Instructions for Agencies

Include any agency-specific and/or programmatic requirements that apply in this attachment.

A) Agency Specific Terms and Conditions

Examples of agency-specific content include, but are not limited to provisions governing the following: Program Office, Publications and Copyrights, Patents, and Performance Audit requirements. *At a minimum*, a Program Office and a Contractor's Designee must be designated for the purpose of notice as set forth in the Standard Terms and Conditions, Sections I(J)(2) and I(J)(3).

B) Program Specific Terms and Conditions

Examples of programmatic content include, but are not limited to provisions identifying: Program Standards, Program Requirements, Performance Measures and Matching Requirements not detailed elsewhere in the Master Contract.

**ATTACHMENT A-2
FEDERALLY FUNDED GRANTS**

Instructions for Agencies

Include any terms and conditions specifically applicable to Federally funded grants in this attachment. Examples of Federally funded grant terms and conditions include, but are not limited to, provisions governing Federal pass-through funds, single audits and sub-recipient audits.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary					
b) Fringe					
Subtotal					
2. Non Personal Services					
a) Contractual Services					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Other					
Subtotal					
TOTAL					

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
				Subtotal	
FRINGE - TYPE/DESCRIPTION					
				PERSONAL SERVICES TOTAL	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
TOTAL		

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT) **SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: _____ From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1. Personal Services							
a) Salary							
b) Fringe							
Subtotal							
2. Non Personal Services							
a) Contractual Services							
b) Travel							
c) Equipment							
d) Space/Property & Utilities							
e) Operating Expenses							
f) Other							
Subtotal							
TOTAL							

ATTACHMENT B-1 (A) - EXPENDITURE BASED BUDGET (AMENDMENT)
PERSONAL SERVICES DETAIL

SALARY					TOTAL
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

ATTACHMENT B-1 (A) - EXPENDITURE BASED BUDGET (AMENDMENT)
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

EQUIPMENT - TYPE/DESCRIPTION		TOTAL COST
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
UTILITY EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
TOTAL		

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		

**ATTACHMENT B-1 (A) EXPENDITURE BASED BUDGET (AMENDMENT)
*JUSTIFICATION***

Please provide a justification for the amendments herein:

ATTACHMENT B-2 - PERFORMANCE BASED BUDGET SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: _____ From: _____

To: _____

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1									
2									
3									
4									
5									
		Subtotal							
		Available Bonus							
		TOTAL							

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT) **SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: _____ From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1									
2									
3									
4									
5									
		Subtotal							
		Available Bonus							
		TOTAL							

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)
DETAIL

#	GRANT AMOUNT PER UNIT			NUMBER OF UNITS			GRANT FUNDS		
	ORIGINAL	CHANGE	REVISED AMOUNT	ORIGINAL	CHANGE	REVISED NUMBER	ORIGINAL BUDGET	CHANGE	REVISED BUDGET
1									
2									
3									
4									
5									
TOTAL									

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)
JUSTIFICATION

Please provide a justification for the amendments herein:

ATTACHMENT B-3 – CAPITAL BASED BUDGET SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development					
2. Design					
3. Acquisition					
4. Construction					
5. Administration					
6. Working Capital/Reserves					
7. Other					
TOTAL					

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

OTHER - TYPE/DESCRIPTION		ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
TOTAL					

ATTACHMENT B-3(A) – CAPITAL BASED BUDGET (AMENDMENT) SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

AMENDMENT VERSION NUMBER: _____

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
	ORIGINAL BUDGET	CHANGE	REVISED BUDGET				
1. Scoping and Pre Development							
2. Design							
3. Acquisition							
4. Construction							
5. Administration							
6. Working Capital/Reserves							
7. Other							
TOTAL							

ATTACHMENT B-3(A) – CAPITAL BASED BUDGET (AMENDMENT)
DETAIL

SCOPING AND PRE DEVELOPMENT TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

ATTACHMENT B-3(A): CAPITAL BASED BUDGET (AMENDMENT)
JUSTIFICATION

Please provide a justification for the amendments herein:

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

ATTACHMENT C – WORK PLAN
DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:	a.		i.
			ii.
			iii.
	b.		i.
			ii.
			iii.
	c.		i.
			ii.
			iii.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement

Due date _____

☐ Monthly Reimbursement

Due date _____

- ☐ Biannual Reimbursement

Due date _____

- ☐ Fee for Service Reimbursement

Due date _____

- ☐ Rate Based Reimbursement

Due date _____

- ☐ Fifth Quarter Reimbursement

Due date _____

- ☐ Milestone/Performance Reimbursement

Due date/Frequency _____

- ☐ Scheduled Reimbursement

Due date/Frequency _____

- ☐ Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. 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. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

(R-22-76)

**RESOLUTION ACCEPTING A GRANT FROM NEW YORK STATE OFFICE OF
PARKS, RECREATION AND HISTORIC PRESERVATION FOR THE
RECONSTRUCTION OF PULASKI PARK POOL HOUSE AND FACILITIES**

INTRODUCED BY CHAIR CHERRY: _____

WHEREAS, the City of Poughkeepsie applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP"), under the Environmental Grant Fund, for the reconstruction of the Pulaski Park pool house and related facilities; and

WHEREAS, the City of Poughkeepsie has been awarded a grant from the New York State Parks, Recreation and Historic Preservation's Environmental Protection Fund grant program ("Grant Program") in the amount of \$500,000 for improvements to Pulaski Park; and

WHEREAS, the City will utilize the grant funds for the reconstruction of the Pulaski Park pool house and accompanying facilities which will result in an improved and ADA-accessible recreational facility for this underserved neighborhood; and

WHEREAS, pursuant to section 2.05(j) of the Administrative Code of the City of Poughkeepsie, the Common Council is authorized to accept this grant on behalf of the City of Poughkeepsie; and

WHEREAS, the Common Council is desirous of accepting such grant to be used for the improvements to Pulaski Park; and

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie Common Council accepts these grant funds in an amount not to exceed \$500,000 for the Pulaski Park reconstruction project; and be it further

RESOLVED, that the City of Poughkeepsie Common Council authorizes the Mayor to agree to the terms and conditions of the Master Contract with OPRHP for the reconstruction of Pulaski Park pool house and facilities and to execute that document and other required agreements and certifications to effectuate the Master Contract.

SECONDED BY: _____

CERTIFIED TRUE COPY

I, Jasmin N. Davis, Chamberlain of the City of Poughkeepsie, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on November 7, 2022, at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Dated: November ____, 2022

Jasmin N. Davis
City Chamberlain (Clerk)

Affix Seal of Municipality Here

RESOLUTION
(R-22-78)

INTRODUCED BY CHAIRWOMAN CHERRY:

WHEREAS, by Resolution R-21-25, the Common Council of the City of Poughkeepsie authorized the Mayor, on behalf of the City, to enter into a Lease Agreement (attached hereto as Exhibit "A") with Scenic Hudson for two parcels of vacant land located adjacent to Pershing Avenue Park, identified as Lots 475044 and 492044 (the "Property"); and

WHEREAS, the parties desire to amend the Lease by terminating the Lessee's tenancy only as to the northern portion of the Property consisting of approximately 0.2 acres as set forth in the attached Lease Amendment at Exhibit "B"; and

NOW, THEREFORE,

BE IT RESOLVED, the Common Council hereby authorizes the Mayor to execute the attached Lease Amendment as attached at Exhibit "B."

SECONDED BY _____.

RESOLUTION R-21-25

AUTHORIZING A LEASE AGREEMENT WITH SCENIC HUDSON, INC. FOR EXCLUSIVE USE AND POSSESSION OF AND ACCESS TO TWO CITY-OWNED PARCELS (LOTS 475044 AND 492044) FOR THE PERSHING AVENUE NEIGHBORHOOD FARM

INTRODUCED BY COUNCILMEMBERS SALEM, FLOWERS AND RANDALL JOHNSON

WHEREAS, the City of Poughkeepsie ("City") owns two (2) parcels of real property in the City of Poughkeepsie, County of Dutchess, State of New York, located east of Pershing Avenue, identified as Lots 475044 and 492044 (the "Property"); and

WHEREAS, The Scenic Hudson Land Trust, Inc. ("Scenic Hudson"), desires to create the Pershing Avenue Neighborhood Farm (the "Farm"), comprised of a community garden and urban farm, located immediately east of Pershing Avenue Park (the "Park") on a portion of the Property for the purpose of gardening, education, employment training, and other programs; and

WHEREAS, Scenic Hudson has prepared the Property for its intended purpose with its own resources and the contributed in-kind resources of the City; and

WHEREAS, Scenic Hudson has involved and secured the support of community stakeholders in the process of planning for the Farm, including but not limited to Nubian Directions III; the AME Zion Church; Dutchess Outreach; Poughkeepsie Farm Project; The Art Effect; New City Parks; and Hudson River Housing; and

WHEREAS, the Farm will provide affordable, healthy fruits and vegetables to surrounding neighborhood residents and encourage public use and enjoyment of the Pershing Avenue Park; and

WHEREAS, Scenic Hudson does not intend to use any pollutants, pesticides, or chemical fertilizers and will design beds and plantings to minimize runoff; and

WHEREAS, Scenic Hudson will coordinate its advertising, social media presence, and programming for the Farm with the City and other community stakeholders; and

WHEREAS, Scenic Hudson will partner with community stakeholders to hold workshops on organic farming and related subjects for free or on a sliding scale basis and will offer jobs for local youth; and

WHEREAS, the Lease Agreement provides for an initial term to expire on December 31, 2025, which term may be renewed for a five (5) year term by an amended agreement following the expiration of the initial term; and

WHEREAS, the Lease Agreement provides for an annual fee of TEN DOLLARS (\$10.00); and

WHEREAS, the Common Council has reviewed such Lease Agreement and determined that entering into same will increase the efficiency of the City-owned properties and is in the best interest of the City.

NOW, THEREFORE

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby approves and supports the Lease Agreement attached hereto and made a part hereof as if fully set forth; and be it further

RESOLVED, by the Common Council of the City of Poughkeepsie that the Mayor, on behalf of the City of Poughkeepsie, is authorized to enter into a Lease Agreement in form and substance as attached hereto with Scenic Hudson; and be it further

RESOLVED, that the Corporation Counsel is authorized to approve said Lease Agreement as to form and content; and be it further

RESOLVED, that the City Chamberlain is directed to forward certified copies of this Resolution to the appropriate City Officials; and be it further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

I, Donna DeLuca, Acting City Chamberlain of the City of Poughkeepsie, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Poughkeepsie, New York, this _____ day of _____, 2021.

Acting City Chamberlain, City of Poughkeepsie

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of _____, 2021, by and between:

THE CITY OF POUGHKEEPSIE, a New York municipal corporation with offices at 62 Civic Center Plaza, Poughkeepsie, New York 12601 ("City" or "Lessor"); and

THE SCENIC HUDSON LAND TRUST, INC., with an address of One Civic Center Plaza, Suite 200, Poughkeepsie, NY 12601 ("Lessee").

WHEREAS, the City is the owner of two parcels of vacant land located adjacent to Pershing Avenue Park in the City of Poughkeepsie, and more accurately described as Lots 492044 and 475044 on the official tax map of the City (hereinafter referred to together as "the Property"); and

WHEREAS, the Lessee wishes to acquire a leasehold interest in Property for the purpose of undertaking gardening and farming activities by creating and operating a community garden and urban farm (the "Farm"); and

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of Leasehold Interest; Rent.

(a) The City hereby represents that it owns the Property and that it has duly authorized this Lease Agreement. The City hereby grants Lessee an exclusive leasehold interest to Lessee for the purposes of and to perform certain gardening and farming work and associated programs and activities as part of the development by Lessee and other community-based organizations of a community garden and urban farm administered by Lessee. The Farm is anticipated to be built out substantially as shown on the plan attached hereto as Exhibit "A" (the "Farm Plan").

(b) The rent due to Lessor hereunder shall be \$10.00 per year, which shall be payable by Lessee in annual installments each anniversary of the effective date of this Lease Agreement. Lessor acknowledges that Lessee intends to improve the Property in a manner that will enhance its value and generate benefits for Lessor's constituents. Accordingly, said benefits, in conjunction with the rental payments, shall be deemed adequate consideration for the leasehold interest granted hereby.

Section 2. Use of and Access to the Property. The Lessee intends to create, plant, improve, maintain, and operate a community garden and urban farm and associated programs and activities (growing fruits and vegetables; education; training; passive recreation; cleaning, preparation and distribution of food grown at the Farm; community programs and activities, and the like) undertaken by Lessee or its designee or sublessee. Lessee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Lessee shall

use reasonable efforts to perform or cause to be performed regular trash clean-up and maintenance of the grounds associated with the Farm.

Lessee may make or cause to be made improvements to the Farm and take such measures as are necessary or appropriate to maintain and repair the same, consistent with the Farm Plan attached as Exhibit A and in furtherance of the purposes for which the leasehold interest has been granted.

Lessee shall have the right to create and share publicly information pertaining to the Farm and all associated programming and activities, including but not limited to signage, brochures, flyers, advertising, print and web-based media, and the like.

With respect to Community Events organized by the Lessee which take place at the Property, Lessee shall be exempt from the permit, fee, and security deposit requirements set forth specifically in Part III, Chapter 7 3/4 of the Poughkeepsie City Code.

Lessor shall retain the right to access the Property for limited maintenance purposes as may be agreed upon by Lessor and Lessee, including mowing of open areas, snow and/or leaf removal, maintaining water and electrical supplies in working order, and performing necessary repairs, or for other maintenance, repairs or improvements that may be agreed upon by Lessor and Lessee.

Section 3. Insurance. The Lessee shall not commence or perform work nor operate machinery under this Lease Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Lessee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Lessee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences. The Lessee shall furnish the above certificates of insurance to the City and shall also name the City as an additional named insured in said policies.

Such insurance shall be maintained in force during the entire term of this Lease Agreement.

C. Lessee may retain employees, agents, contractors, and consultants, and may engage volunteers, to perform the subject work. In the contract by which Lessee retains such agents, Lessee and such agents shall provide and maintain insurances as required by this Section 3 and name Lessor as additional insured under insurance coverage concerning Lessee's performance of the work referenced herein.

Section 4. Damages. The Lessee will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred which arise out of the negligent performance, other than those wholly caused by Acts of God. The Lessee shall assume all blame, loss and responsibility of any nature directly by reason of the Lessee's gross negligence or as a direct result of the violation by it of any federal, state, county or local laws, regulations or ordinances applicable to the Lessee and/or the nature of its performance or arising out of its activities. The indemnification requirements set forth herein shall not apply to damages resulting from negligent acts or omissions of the City and its agents. Moreover, Lessee's indemnification obligations described in this Section 4 shall not exceed the amount of insurance coverage referenced in Section 3 hereof.

Section 5. Term of Lease. The leasehold interest hereby granted shall commence upon the signing of this Lessee agreement and shall expire without further notice to either party to the other at midnight December 31, 2025, and shall be renewable at the option of the Lessee for one additional five year term. The lease may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

Section 6. Termination of Lease. Lessee may terminate this lease prior to December 31, 2025, or prior to the expiration of any additional term, with or without cause, on at least ninety (90) days prior written notice to the City. The City acknowledges that Lessee intends to invest significant resources in the Property that it would not otherwise invest absent an agreement by the City to refrain from terminating the leasehold interest without cause. In this regard, the City may not terminate this lease prior to December 31, 2025, or prior to the expiration of any additional term, unless Lessee is in material default of its obligations hereunder and has not, after forty-five (45) days' written notice, cured said default. Upon proper termination by either party, Lessee shall not be entitled to reimbursement of any of its costs, and Lessee and its agents, employees and contractors will restore the Property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this Lease. Unless otherwise agreed to by the parties, upon the termination of this Lease, all improvements made to the Property shall become the property of Lessor.

Section 7. New York Law. This Lease Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this Lease shall be brought in the New York Supreme Court, Dutchess County.

Section 8. Modification of Lease Agreement. This Lease Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 9. No Vested Right. It is understood and agreed that no vested right in said Property is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

CITY OF POUGHKEEPSIE (LESSOR)

ROB ROLISON
City of Poughkeepsie Mayor

Date: _____

THE SCENIC HUDSON LAND TRUST, INC. (LESSEE)

STEVE ROSENBERG
Executive Director

Date: _____

AMENDMENT TO LEASE AGREEMENT

THIS Amendment to lease agreement ("Amendment") is entered into as of the _____ day _____, 2022, by and between the City of Poughkeepsie, a New York municipal corporation, with offices at 62 Civic Center Plaza, Poughkeepsie, New York 12601 ("City" or "Lessor") and The Scenic Hudson Land Trust, Inc., with an address of 1 Civic Center Plaza, Suite 200, Poughkeepsie, New York, 12601 ("Lessee");

WHEREAS, the parties entered into a Lease Agreement dated as of _____, 2021, (the "Lease") for two parcels of vacant land located adjacent to Pershing Avenue Park in the City of Poughkeepsie, and more accurately described as Lots 492044 and 475044 on the official tax map of the City (hereinafter referred to together as "the Property"); and

WHEREAS, the parties desire to amend the Lease by terminating Lessee's tenancy only as to the northern section of the Property consisting of approximately 0.2 acres;

NOW THEREFORE, the parties hereby agree as follows:

1. The parties acknowledge the accuracy of the above whereas clauses and incorporate them herein by reference.
2. Lessee's tenancy is hereby terminated with respect to the northern most portion of the Lot 492044 consisting of approximately 0.2 acres. The portion of the Property affected by this Amendment is identified on Exhibit "A" annexed hereto.
3. Lessee shall remove all items of personal property from the portion of the Property affected by this Amendment within ten (10) days of the effective date hereof.
4. The parties hereby waive the notice obligation set forth in Section 6 of the Lease.
5. Except as expressly amended hereby, all other terms and conditions of the Lease shall remain in full force and effect with respect to the portion of the Property unaffected by this Amendment.
6. This Amendment may be executed in counterparts. Electronic signatures shall be deemed originals for all purposes.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

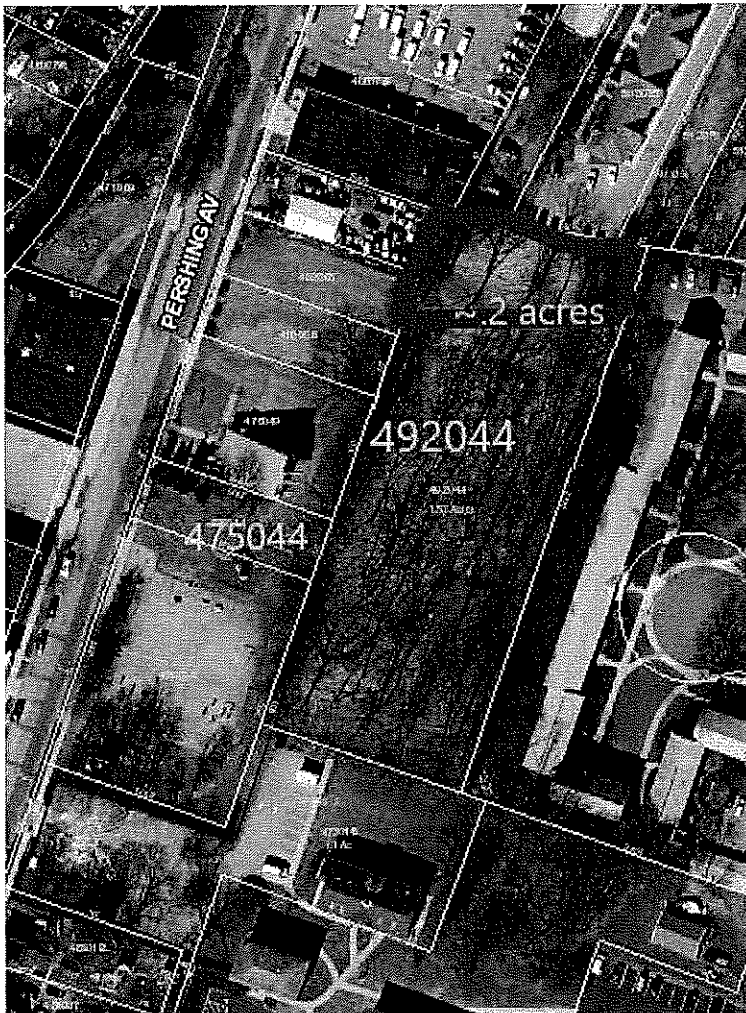
CITY OF POUGHKEEPSIE

By: _____ Date: _____
ROB ROLISON *City of Poughkeepsie Mayor*

THE SCENIC HUDSON LAND TRUST, INC.

By: _____ Date: _____
STEVE ROSENBERG *Executive Director*

Portion of property to be subleased to MHADC (circled in red).



Portion of property to be subleased to MHADC (circled in red).

**RESOLUTION
(R-22-79)**

**RESOLUTION ALLOCATING ARPA FUNDS FOR THE DEVELOPMENT OF A
PATTERN BOOK OF GUIDELINES FOR FAÇADE IMPROVEMENTS AND THE
DEVELOPMENT OF A FAÇADE IMPROVEMENT ADMINISTRATIVE PROGRAM**

INTRODUCED BY CHAIRWOMAN CHERRY_____:

WHEREAS, the City of Poughkeepsie is a city on the go. New buildings are going up, old favorites are being renovated, partnerships strengthening, and long overdue public investments are being made as evidenced in the steady increase of private development investment over the past seven years, now totaling \$1.5 billion, representing a 36% increase from 2019;

WHEREAS, as the Dutchess County seat, the downtown corridor provides a range of governmental services, from Department of Motor Vehicles to the County Clerk's office to County Court facilities. Entertainment and hospitality venues, including the Bardavon, the Chance Theatre, the Mid-Hudson Civic Center, and the Poughkeepsie Grand Hotel, bring thousands of visitors to the City throughout the year. Nearly 100 downtown restaurants of every size and type offer a rich blend of cuisines (American, French, Greek, Mexican, Chinese, etc.) to appeal to every palate, attracting many more visitors to downtown Poughkeepsie. While attractions and services provide for the day-to-day needs of greater Poughkeepsie's inhabitants, Poughkeepsie's downtown also serves as a cultural, civic, and commercial magnet drawing visits from hundreds of thousands of Mid-Hudson Valley residents;

WHEREAS, the City is determined to build upon existing momentum by supporting local businesses, enhancing public spaces, and reactivating Poughkeepsie's historic downtown as a center to live, work and play. The Main Street business environment was uplifted between 2019 and 2021, with \$5.2M invested in parking meter and facility upgrades in the most utilized areas of Downtown; thereby improving the user experience and making Downtown more welcoming, and addressing critical infrastructure issues. Improvements including new parking meters with access to a digital app and the Liberty Street Parking Lot redesign, the City's first green infrastructure parking facility (completed Fall 2022), an investment of \$25,000 to create an advertising video campaign highlighting why Poughkeepsie is the perfect place to locate new business www.poughkeepsiego.com/work/. Additionally in 2022 planning was accomplished for a Main Street Betterments Pilot Program, fully funded at \$50,000, to install benches, dual trash & recycling bins, tree guards and mulch, and hanging flower baskets along Main Street in 2023 with initial efforts focused between Market and Academy Street. Finally, the Main Street 300 Block Streetscape Project builds on a separate pilot program to bring streetscape and pedestrian safety enhancements to the block between Academy and Clinton Streets to regrade and modify drainage, install new street trees, and make sidewalk and bicycle facility improvements, with design work funded at \$75,000, to be completed late 2022;

WHEREAS, to build upon and compound the effect of prior initiatives in the rebirth of the City; a successful façade improvement program, for buildings within the Poughkeepsie business district along the Main Street corridor, requires a pattern book of design guidelines, last updated in 1980,

to facilitate the administration of potential future grants to business and property owners that would add to the number of enhancements in the City of Poughkeepsie business corridor;

WHEREAS, American Rescue Plan funds received by the City of Poughkeepsie from the US Treasury identify support to small and micro businesses as an eligible expense;

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council approves the allocation of \$30,000, as shown on Schedule "A", annexed hereto and made a part hereof, to fund the development of a pattern book of guidelines for façade improvements and to document how a façade improvement program, to distribute grant funds to business owners for the sole purpose of making minor façade improvements to local business storefronts, would be administered.

SECONDED BY _____.

Schedule A – Façade Improvements

G/L	Description	Decrease	Increase
01-20-1900 7498.AR	From ARPA Contingency	\$ (29,600)	-
01-08-1620 7217.AR	To Poughkeepsie Façade Improvements	-	\$ 29,600

**RESOLUTION
(R-22-80)**

**RESOLUTION ALLOCATING ARPA FUNDS FOR CAPITAL IMPROVEMENTS AT
THE JOINT WATER PROJECT**

INTRODUCED BY COUNCILMEMBER DEICHLER _____ :

WHEREAS, the Joint Water Project (JWP) is a cooperative venture between the City and Town of Poughkeepsie (the Town) governed by an Inter-Municipal Agreement (IMA) to provide the safe and efficient production of quality potable water to residents of the City and Town of Poughkeepsie;

WHEREAS, the JWP budget is a component of the total City budget that includes maintenance, repair and purchase of machinery and equipment to perform water quality analysis throughout the treatment and production processes,

WHEREAS, the City and Town agreed to adopt best practices in debt and capital equipment management by jointly adopting the first ever Joint Water Capital Improvements Plan in 2022;

WHEREAS, the City and Town have agreed to support continued production of the highest quality water for all residents and to therefore, jointly fund approximately \$250,000 in capital purchases in 2022 to make repairs, maintenance and the purchase of various transfer and high lift pumps, chemical analyzers, flow meters, valve actuators and a sludge tank;

WHEREAS, a key feature of the American Rescue Plan funds received by the City from the US Treasury is to ensure sustainable sources of highest quality water are available to communities;

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council approves the transfer of \$125,000 from the ARPA Contingency budget to fund Capital Improvements at the Joint Water Project as shown on Schedule "A" annexed hereto and made a part hereof.

SECONDED BY: _____

Schedule A – Joint Water Capital Projects

G/L	Description	Decrease	Increase
01-20-1900 7498.AR	From ARPA Contingency	\$ (125,000)	-
01-08-1620 7217.AR	To Joint Water Capital Projects	-	\$ 125,000

RESOLUTION

R-22-81

INTRODUCED BY CHAIRWOMAN CHERRY:

WHEREAS, the Redistricting Commission submitted its proposed plan of redistricting to the Common Council on October 5, 2022; and The Redistricting Commission presented its proposed plan to the Common Council on October 17, 2022.

WHEREAS, the Redistricting Commission presented its proposed plan to the Common Council during the Common Council's meeting of October 17, 2022; and

WHEREAS, the Common Council has raised concerns with the proposed plans for Redistricting, particularly the need to incorporate Prisoner Adjusted Population data and compliance with Municipal Home Rule Law Section (13)(a)(i);

WHEREAS, pursuant to City Charter Section 2.10(b), the Common Council shall return the plan to the Redistricting Commission with its specific objections and those of individual council members in writing.

NOW THEREFORE,

BE IT RESOLVED, that Common Council hereby returns the proposed plan to the Redistricting Commission for further work in accordance with comments raised in the third WHEREAS clause, above, as well as with the attached specific objections as well as objections of individual council members in writing.

SECONDED BY COUNCILMEMBER _____ .

RESOLUTION
(R-22-82)

INTRODUCED BY CHAIRWOMAN CHERRY _____ :

WHEREAS, the City of Poughkeepsie is desirous of submitting a grant application to Round 7 of the Restore NY grant program, offered through Empire State Development Corporation, for funding to support the rehabilitation of a property at 58 Parker Avenue, also referred to as “The Northside Hub;” and

WHEREAS, the City of Poughkeepsie is committed to advancing its economic development strategy and local revitalization goals through ongoing collaboration with other governmental units and private partners; and

WHEREAS, the funding for the Restore NY program is appropriate for this specific rehabilitation project and facilitates the effective and efficient use of existing and future public resources so as to promote both economic development and the preservation of community resources; and

WHEREAS, the City held a public hearing on September 16, 2022 in order to receive public comment on proposed applications and related Property Assessment Lists; and

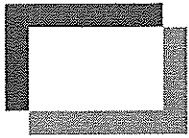
WHEREAS, the Common Council is desirous of lending its support and endorsement to the Northside Hub application which has been deemed to support its overarching revitalization goals.

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie supports and endorses the City’s Restore NY Round 7 grant application to secure funds in support of rehabilitating the property at 58 Parker Avenue for future use as commercial and community space;

BE IT FURTHER RESOLVED, that the Mayor is authorized and hereby shall do all things necessary to give effect to this resolution including but not limited to signing any document needed for submission or acceptance of the grant.

SECONDED BY _____.



**SCENIC
HUDSON
.ORG**

SCENIC HUDSON, INC.
One Civic Center Plaza,
Suite 200
Poughkeepsie, NY 12601-3157
Tel: 845 473 4440
Fax: 845 473 2648
ScenicHudson.org

RESTORE NEW YORK ROUND 7 COVER LETTER

October 17, 2022

To: Jasmin Davis, Donna N. DeLuca, Natalie Quinn, Rebecca Valk (via email)

Re: **Scenic Hudson's Restore NY Round 7 Grant Application Information for Nov. 7 2022 Council hearing**

Scenic Hudson presented this project to the Common Council September 19th, 2022 (link below) which includes a slide presentation and Q+A viewable from the city webcasting archive. I will be available to answer questions on our application.

<https://totalwebcasting.com/view/?func=VIEW&id=cop&date=2022-09-19&seq=1>

Attached are the narrative question section of the Restore NY application as well as the letters of support received for this project.

Thank you so much for your consideration,

Caroline Alsup
Authorized Individual, Northside Junction, LLC
Project Director, Scenic Hudson



September 26, 2022

To: Poughkeepsie Common Council

Subject: Scenic Hudson Letter of Support - Restore New York Grant

Dear City of Poughkeepsie Common Council and members of the Public:

We are writing to express our support for Scenic Hudson's Northside Hub application to the October round of the Restore New York Grant. We are pleased to express **Lead for Poughkeepsie's support** for this exciting project and wanted to share a few key points on why we are enthusiastic about this application.

Scenic Hudson's Northside Hub project is a major renovation and adaptive reuse project that will transform a derelict former manufacturing site into a vibrant community resource. It will house Scenic Hudson offices; spaces for local businesses, meetings and community events in 45,000 square feet of interior space across three acres; and will create open public green space and parking for enjoyment by neighbors and visitors as well as community programming. It is in a unique location both to cater to the Northside Community and to give the thousands of visitors to the Walkway a first, positive impression of what the City of Poughkeepsie is all about, all while connecting to the downtown via the upcoming Urban trail.

We are thrilled that Scenic Hudson chose to invest in the Northside of the City. Their investment here, the largest single investment in the organization's history, will be hugely impactful in the Northside, which has not seen a major public-focused project since the Walkway. This project will transform the Parker Avenue corridor from a blighted area to a valued resource we can all take pride in. Scenic Hudson could have chosen to go anywhere, and it is a major benefit to the City that Scenic Hudson is choosing to make this investment here.

The Northside Hub will also represent meaningful economic development for the whole city. The project will offer unique community spaces as well as spaces for businesses and co-located organizations at accessible terms for local, mission-driven partners. In addition, Scenic Hudson itself will bring nearly 70 employees to work on the Northside, and their continued presence will help create more long term local jobs with Scenic Hudson, co-located businesses and organizations, as well as their commitment to MWBE and local construction hiring for the project itself.

Additionally, though a non-profit and technically exempt from property taxes, Scenic Hudson has committed to paying taxes on the property for the next 5 years post-occupancy, and will re-evaluate a longer commitment to property taxes at that time as well. Scenic Hudson has already paid \$60,000 in taxes since acquisition of the property in 2020 and will of course do so through construction as well.

Scenic Hudson will score highly on the grant's 20 points for leveraging other state and federal funds, 20 points on inducing commercial investment, 20 points on project readiness and the discretionary 15 points for the mission focus and sustainability goals the project brings to the table. While housing is not a direct component of the project, Scenic Hudson is also likely to accrue some of the 10 points for that category for improving the amenities available to the local housing stock on the Northside, as well as being a brownfield site, being in an economically distressed area and location in an empire zone.

Lastly, and most importantly, this project is highly competitive for the Restore New York Grant. Two rounds of grant applications were created this year: this first round in October was introduced in order to make room for projects like the Northside Hub that are most ready to move forward. Scenic Hudson is ready to begin construction in 2023, already with construction documents underway and building permits in hand for site work. The City is sure to see a quick "return on investment" for your vote of confidence in Scenic Hudson, which will also strengthen the City and future applicants' position as the City will have a demonstrated trajectory of successful projects chosen for this grant.

We are so excited for this project and what it will bring to the city, and hope the Common Council and public look favorably on this application.

Thank you,

Wesley Dixon, Co-founder, Lead for Poughkeepsie
Kadiyah Lodge, Executive Director, Lead for Poughkeepsie
Rob Watson Jr., Co-founder, Lead for Poughkeepsie

VASSAR

ELIZABETH H. BRADLEY
President

Dear City of Poughkeepsie Common Council Members,

I am writing on behalf of Vassar College's President's Office in support of Scenic Hudson's RESTORE-NY grant application regarding their new headquarters at 58 Parker Avenue in Poughkeepsie.

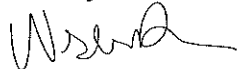
Scenic Hudson has been a strong organization in the City of Poughkeepsie and has been a strong partner of Vassar College. Over the years, Scenic Hudson has partnered with Vassar's Office of Community Engaged Learning to host student interns and provide them with a meaningful hands-on educational experience in the City of Poughkeepsie and surrounding region. Scenic Hudson's efforts to restore Parker Avenue and build a state-of-the-art headquarters will create more opportunities for meaningful service not only for Vassar students, but also for students at other higher education institutions in the area and community residents in general.

Scenic Hudson has a proven track record of success and is a competitive applicant for this grant. Scenic Hudson has already completed significant preparatory work on this project such as construction documents and permits, which signify that the organization is in a strong position to successfully see this project through. Additionally, Scenic Hudson has recently onboarded a Lead for Poughkeepsie Fellow (who is also a Vassar alumnae/i), who is tasked with the role of leading community engagement efforts around the development of this new headquarters. Bringing on staff to focus on this critical component of the project is indicative of Scenic Hudson's commitment to meaningful community engagement and their excitement about embarking on a project that will benefit their closest neighbors.

We at Vassar are excited to support this new project and the grant application related to said project.

Thanks,

Wesley Dixon



Special Assistant to the President

Quinn, Natalie

From: jessebottoms@aol.com
Sent: Monday, September 19, 2022 5:34 PM
To: Quinn, Natalie
Subject: Scenic Hudson Project on Parker Ave

Ms. Quinn,

I am please to be in support of the Scenic Hudson Project on Parker Ave. It will of great assistance to the continued elevation and development of the northside of our city. Improving the weaker parts of the city makes the whole city stronger. This projects will not only enhance the Northside but will also be of tremendous benefit the residents.

Rev. Jesse V. Bottoms
Beulah Baptist Church
92 Catharine Street
Poughkeepsie, NY

Quinn, Natalie

From: Desiree King <DKing@mhadutchess.org>
Sent: Thursday, September 15, 2022 4:02 PM
To: Quinn, Natalie
Subject: Support of Castella project

Good afternoon, Natalie,

Hoping all is well. I send this email to you expressing my support in the Scenic Hudson project on Parker Avenue Costello building. I serve on the Task force in which an initial meeting was held on the numerous ideas- that benefit Poughkeepsie residents, bridging the gap between seniors and young adults- teaching farming, cooking, and the possibility of constructing several bays for the up-and-coming entrepreneurs to keep revenue in Poughkeepsie and pay rent to pay for the ongoing project expenses.

In the event the vision should change and does not benefit Poughkeepsie residents, I will withdraw my support.

Thank you,
Minister Desiree S. King, Th.M.

Sent via the Samsung Galaxy Note9, an AT&T 5G Evolution capable smartphone
Get [Outlook for Android](#)

Desiree King
CASA & Compeer Program Manager



<https://lnk.edgepilot.com/s/05fc1d35/c3er2t-0CUOdv0GzpZ7Ylq?u=http://www.mhadutchess.org/>

515 Haight Avenue
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Phone: 845-473-2500 x 1323
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Fax: 845-473-4870
DKing@mhadutchess.org



Our mission is to make the Hudson Valley a place where anyone can get access to the full spectrum of mental health and addiction services they need, without jumping through unnecessary hoops.

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September 26th, 2022

Dear City of Poughkeepsie Common Council and members of the Public:

I am Mike Oates, President of the Hudson Valley Economic Development Corporation, and I am pleased to express my support for Scenic Hudson's Northside Hub application in the October round of the Restore New York Grant.

Knowing that Scenic Hudson could have chosen any of the Mid-Hudson cities to stake its future, we are thrilled that the organization chose to invest in the City of Poughkeepsie. Its investment here, the largest in the organization's history, will be hugely impactful throughout the entire city, including the Northside, which has not seen a major public-focused project since 2009 when the Walkway over the Hudson was constructed as the Quadricentennial Legacy project. This project will transform the Parker Avenue corridor from a blighted area to a valued resource the City, its residents, and the business community can all take pride in.

Most importantly, the Northside Hub is likely to out-perform competitors for the Restore New York Grant. Two rounds of grant applications were created this year: this first round in October was introduced in order to make room for projects like the Northside Hub that are truly shovel-ready. Scenic Hudson is ready to begin construction in 2023, with building permits in hand for site work. The City is sure to see a quick "return on investment" for its vote of confidence in Scenic Hudson, which has an incomparable track record in transformative projects throughout the Valley. Choosing this project will also strengthen the City and future applicants' prospects for success.

The Northside Hub is highly likely to outscore competing projects. It will score on the grant's 20 points for leveraging other state and federal funds, 20 points on inducing commercial investment, 20 points for economic development, and 20 points on project readiness. The project is also strongly favored to receive the ESD's discretionary 15 points for the many other aspects of the project related to the Regional Economic Development Council's and the City's strategic and comprehensive plan alignment, the project mission, brownfield and sustainability features. While Scenic Hudson would be successful with these points alone, the project is also likely to accrue some of the additional 10 points in improving local housing stock by improving the amenities available to Northside homes, as well as being a brownfield site in an economically distressed area (10) and location in an empire zone (5).

The Northside Hub will represent meaningful economic development for the whole city. The project will offer unique community spaces as well as offices for businesses and co-located organizations at accessible terms for local, mission-driven partners. In addition, Scenic Hudson itself will bring nearly 70 employees to work on the Northside, and their continued presence will help create more long term local jobs with Scenic Hudson, co-located businesses and organizations, as well as their commitment to MWBE and local construction hiring for the project itself.

Scenic Hudson's Northside Hub project is a major renovation and adaptive reuse project that will transform a derelict former manufacturing site into a vibrant community resource. It will house Scenic Hudson offices; spaces for local businesses, meetings and community events in 45,000 square feet of interior space across three acres; and will create open public green space and parking for enjoyment by neighbors and visitors as well as community programming. It is in a unique location both to cater to the Northside Community and to give the thousands of visitors to the Walkway a first, positive impression of what the City of Poughkeepsie is all about, all while connecting to the downtown via the upcoming Urban trail. We at HVEDC are so excited about this project and what it will bring to the city. I respectfully urge the Common Council to endorse the Northside Hub for the Restore New York statewide competition.

Sincerely,

Michael Oates
President & CEO

Hudson Valley Economic Development Corporation

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September 26, 2022

C/O: Natalie Quinn, Development Director
The City of Poughkeepsie Common Council
62 Civic Center Plaza
Poughkeepsie, NY 12601

City of Poughkeepsie Common Council:

On behalf of the Board of Directors of the Dutchess County Regional Chamber of Commerce and our over 1200 member employers, I write to express my enthusiastic support for Scenic Hudson's Northside Hub application in the October round of the Restore New York Grant.

We at the Chamber are thrilled that Scenic Hudson selected Poughkeepsie from the many cities it could have chosen for its headquarters and community space. Its investment in the Northside Hub, the Pershing Ave Farm and Park, Malcolm X Park, and the Urban Trail all demonstrate an extraordinary and unique commitment by a nonprofit organization to advance the future of the City and County Seat. Building on the City's key asset – Walkway over the Hudson – the Northside Hub will benefit the entire city and its people, transforming the Parker Avenue corridor from a blighted area to a valued resource that the City, its residents, and the business community can all take pride in.

Based on my understanding of the scoring criteria, the Northside Hub is likely to out-perform competitors for the Restore New York Grant. It will score on the grant's 20 points for leveraging other state and federal funds, 20 points on inducing commercial investment, 20 points for economic development, and 20 points on project readiness. The project is also strongly favored to receive the ESD's discretionary 15 points for the many other aspects of the project related to the Regional Economic Development Council's and the City's strategic and comprehensive plan alignment, the project mission, brownfield, and sustainability features. While Scenic Hudson would be successful with these points alone, the project is also likely to accrue some of the additional 10 points in improving local housing stock by strengthening the amenities available to Northside homes, as well as cleaning up a brownfield site in an economically distressed area (10) and location in an empire zone (5). As you know, two rounds of grant applications were created this year: this first in October was introduced to make room for projects like the Northside Hub that are truly shovel-ready. Scenic Hudson is ready to begin construction in 2023, with building permits in hand for site work. The City is sure to see a quick "return on investment" for its vote of confidence in Scenic Hudson, which has an incomparable track record in transformative projects throughout the Valley. Choosing this project will also strengthen the City and future applicants' prospects for future success.

I am personally excited that the Northside Hub represents real, tangible economic development for the whole city. The project will offer unique community spaces as well as offices for businesses and co-located organizations at accessible terms for local, mission-driven partners. In addition, Scenic Hudson itself will bring nearly 70 employees to work on the Northside, and their continued presence will help create more long term local jobs with co-located businesses and organizations, as well as their commitment to MWBE and local construction hiring for the project itself.

In summary, I urge you to choose Scenic Hudson's Northside Hub project as the October Restore NY competitor most likely to succeed in the statewide competition. It is a major renovation and adaptive reuse of a historic site that will transform a derelict former manufacturing site into a vibrant community resource. It will house Scenic Hudson offices, spaces for local businesses, meetings and community events in 45,000 square feet of interior space across three acres, and will create open public green space and parking for enjoyment by neighbors and visitors as well as community programming. It is in a unique location both to cater to the Northside Community and to give the thousands of visitors to the Walkway a first, positive impression of what the City of Poughkeepsie is all about, all while connecting to the downtown via the upcoming Urban trail.



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Poughkeepsie, New York 12601
Tel: 845.454.1700 | Fax: 845.454.1702



As the Chamber is the leading advocate for the business community, and champion for the region's economic health, we are so excited about what this project will bring to the city: positive economic impact, aesthetic impact, and inclusionary community impact. I respectfully urge the Common Council to endorse the Northside Hub for the Restore New York statewide competition.

Sincerely,



Frank M. Castella, Jr.
President & CEO

C/O: Natalie Quinn, Development Director, via email to nquinn@cityofpoughkeepsie.com



September 16, 2022

Public Hearing Comment
Via email to nquinn@cityofpoughkeepsie.com

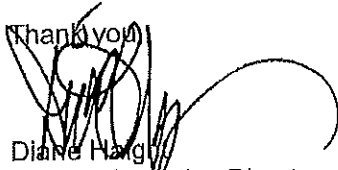
I am writing to express my support for the City of Poughkeepsie's Restore NY project (Scenic Hudson's Northside Hub project). As the interim Executive Director for the Friends of the Walkway over the Hudson, I am pleased to show my support for this exciting project.

Scenic Hudson's Northside Hub project is a major renovation and adaptive reuse project that will transform a derelict former manufacturing site into a vibrant community resource, embarking on this major project in its hometown of Poughkeepsie.

It is a long-held hope of the Walkway that the former factory building and sites would be revitalized in a way complementary to our linear public park, and Scenic Hudson, an early and continued supporter of the Walkway, couldn't be a better fit.

The buildings are located at a vital junction of three adjacent existing and upcoming urban trail networks, reconnecting local residents and visitors to Main Street, the Waterfront, and beyond via the Walkway as well as the upcoming Urban Trail, and Scenic Hudson's Fall Kill Creek greenway plan. At the nexus of these networks, the 'Northside Hub' will form an anchor in the chain of trails which connect residents and visitors to schools, markets, jobs, churches and other areas of Poughkeepsie.

This is a visionary project and we are excited with what it will bring to our Poughkeepsie community and Walkway visitors, and hope the public and council will also look favorably on this application. Please reach out to me anytime for additional comments.

Thank you

Diane Hargrave
Interim Executive Director
Walkway Over the Hudson

80 Washington Street, Suite 300 Poughkeepsie NY 12601



Dutchess County Historical Society

BILL JEFFWAY
EXECUTIVE DIRECTOR

September 27, 2022

To: Poughkeepsie Common Council

Dear City of Poughkeepsie Common Council and members of the Public:

I am the Executive Director of the Dutchess County Historical Society and write to express our support for Scenic Hudson's Northside Hub application to the October round of the Restore New York Grant.

With a mission to preserve our shared local history so that we can learn from it, DCHS sees Scenic Hudson's Northside Hub project as an adaptive reuse project that will transform a derelict former manufacturing site into a vibrant and relevant community resource. It will house Scenic Hudson offices; spaces for local businesses, meetings and community events in 45,000 square feet of interior space across three acres; and will create open public green space and parking for enjoyment by neighbors and visitors as well as community programming. It is in a unique location both to cater to the Northside Community and to give the thousands of visitors to the Walkway a first, positive impression of what the City of Poughkeepsie is all about, all while connecting to the downtown via the upcoming Urban trail.

DCHS is in early stages of collaboration with a view to be able to help inform the narrative and experience of visitors with the stories of the people, places and events tied to the neighborhood because we feel the overall project aligns to a mission of meaningful community engagement.

Scenic Hudson's investment in the Northside of the City, the largest single investment in the organization's history, is particularly important for an area which has not seen a major public-focused project since the Walkway. This project will transform the Parker Avenue corridor from a blighted area to a valued resource we can all take pride in. Scenic Hudson could have chosen to go anywhere, and it is a major benefit to the City that Scenic Hudson is choosing to make this investment here.

The Northside Hub will also represent meaningful economic development for the whole city. The project will offer unique community spaces as well as spaces for businesses and co-located organizations at accessible terms for local, mission-driven partners. In addition, Scenic Hudson itself will bring nearly 70 employees to work on the Northside, and their continued presence will help create more long term local jobs with Scenic Hudson, co-located businesses and organizations, as well as their commitment to MWBE and local construction hiring for the project itself.

PO Box 88 ~ Poughkeepsie, NY 12602
CELL: 845-293-7711
BILL.JEFFWAY@DCHSNY.ORG
WWW.DCHSNY.ORG

Additionally, though a non-profit and technically exempt from property taxes, Scenic Hudson has committed to paying taxes on the property for the next 5 years post-occupancy, and will re-evaluate a longer commitment to property taxes at that time as well. Scenic Hudson has already paid \$60,000 in taxes since acquisition of the property in 2020 and will of course do so through construction as well.

Scenic Hudson will score highly on the grant's 20 points for leveraging other state and federal funds, 20 points on inducing commercial investment, 20 points on project readiness and the discretionary 15 points for the mission focus and sustainability goals the project brings to the table. While housing is not a direct component of the project, Scenic Hudson is also likely to accrue some of the 10 points for that category for improving the amenities available to the local housing stock on the Northside, as well as being a brownfield site, being in an economically distressed area and location in an empire zone.

Lastly, and most importantly, this project is highly competitive for the Restore New York Grant. Two rounds of grant applications were created this year: this first round in October was introduced in order to make room for projects like the Northside Hub that are most ready to move forward. Scenic Hudson is ready to begin construction in 2023, already with construction documents underway and building permits in hand for site work. The City is sure to see a quick "return on investment" for your vote of confidence in Scenic Hudson, which will also strengthen the City and future applicants' position as the City will have a demonstrated trajectory of successful projects chosen for this grant.

We hope the Common Council and public look favorably on this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Jeffway". The signature is fluid and cursive, with the first name "Bill" being more prominent and the last name "Jeffway" written in a continuous script.

Bill Jeffway



SCENIC HUDSON, INC.
One Civic Center Plaza,
Suite 200
Poughkeepsie, NY 12601-3157
Tel: 845 473 4440
Fax: 845 473 2648
ScenicHudson.org

RESTORE NEW YORK APPLICATION QUESTIONS UPDATED OCTOBER 2022

Q_575 Project Description. Concisely describe the project, indicating the location, what will be planned, designed, acquired, and/or constructed, the issues/opportunities to be addressed, and expected outcomes and deliverables. Additional details will be collected later in the application process. (1200 characters)

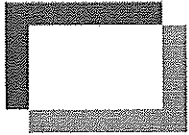
This application is submitted to support the redevelopment of a long abandoned site at the heart of Poughkeepsie's Walkway Over the Hudson Gateway District, in partnership with Scenic Hudson. Through its affiliate Northside Junction LLC, Scenic Hudson is undertaking a major renovation and adaptive reuse project slated to open in 2024, transforming a derelict former manufacturing site into a vibrant community resource. Located at the former Standard Gage site on Poughkeepsie's Northside, the project will house Scenic Hudson offices; workspace for local businesses, meetings and community events in 45K sf of interior spaces; plus 3 acres of outdoor parkland, parking and public space for community gatherings and educational activities. The project deepens Scenic Hudson's roots in Poughkeepsie, and builds on the organization's commitment to be an active partner in revitalizing the City's Northside neighborhoods. The project reimagines the use and purpose of this formerly abandoned site in a long underserved community, bringing a mindful, sustainable approach to the redevelopment, to enliven its community and create new economic and social opportunities for residents and visitors alike.

Q 12627 Explain how the project aligns with the Regional Economic Development Council's Strategic Plan.

Scenic Hudson's Northside Hub project advances key Mid-Hudson REDC goals to make the Mid-Hudson region a unique destination and place to live, work and play. Bringing an industrial relic back to life with mindful historic restoration and redevelopment supports downtown revitalization. Planning for interior and exterior community spaces, and connecting public destinations (Walkway Over the Hudson, Dutchess Rail Trail, the upcoming Dutchess County Urban Trail, Fall Kill Creek) supports increased community and regional green connectivity. The project will attract and retain residents; reconnect the underserved Northside neighborhood with other parts of the City; and greatly enhance the natural, historic, and cultural assets of the region. Together, this will help improve the quality of life for residents and attract visitors.

The project supports key REDC goals around Community Revitalization and economic development:

- the project will bring a derelict site in Poughkeepsie's underserved Northside neighborhood back to life and create a community resource for Scenic Hudson staff, neighbors, broader Poughkeepsie residents and visitors to the city, with green community spaces and links to walking and bike trails (Walkway over the Hudson, Dutchess Rail Trail, the in-development Urban Trail, and Fall Kill Creek)
- the site will be a critical anchor for Poughkeepsie's continuing revitalization, bringing new activity and new jobs to the region (short-term construction jobs, new long-term SH staff



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positions and jobs with future tenants), crucial at any time, but especially now, as Poughkeepsie, and the country, works emerge from COVID

Q 929 Current State of Project Development (i.e. planning, preliminary engineering, final design, etc. You may enter N/A for non-project related applications)

Final Design. Site plan approved 10/21; engineering, energy system design, architect teams engaged; design development complete; construction documents 25% complete and permit received for sitework, construction team in place.

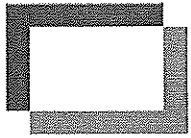
Q 4613 Provide a brief description of the Municipality's history.

The City of Poughkeepsie, seat of Dutchess county, is located on the western edge of Dutchess County, in the Hudson Valley, with a 2020 census population of 31,577. It was settled by the Dutch in 1683. The community was set off from the Town of Poughkeepsie when it became an incorporated village in 1799 and the City of Poughkeepsie was chartered in 1854. Spared from battles during the American Revolution, Poughkeepsie became the second capital of New York. In 1788, the Ratification Convention for New York State, which included Alexander Hamilton, John Jay and George Clinton, assembled at the courthouse on Market Street, debated and ratified the United States Constitution. With its ratification, New York entered the new union as the eleventh of the original thirteen colonies to join together as the United States of America. In 1799, a new seal was created for Poughkeepsie, containing 11 honey bees, representing the State of New York as the 11th state to ratify the United States Constitution

Early on, the city was a major center for whale rendering, and during the 1800s industry flourished through shipping, hatteries, paper mills, and several breweries along the Hudson River, including some owned by Matthew Vassar, founder of Vassar College. Its importance as a river grain port declined after completion of the Erie Canal in 1825, and the city became a manufacturing and commercial center, beginning with Smith Brothers cough drops in the 1850s, and including textile and leather mills. It was also the home of the Standard Gage Company, which manufactured measurement tools at its factory on Parker Avenue for 77 years, which is the location for Scenic Hudson's Northside Hub project.

Due to the area's natural beauty and proximity to New York City, families such as the Astors, Rogers, and Vanderbilts built palatial weekend homes nearby. Poughkeepsie is the home of Vassar College (founded 1861), Marist College (1929), Dutchess Community College (1957), and The Culinary Institute of America (1970). It is home to major hospitals Vassar Brothers Medical Center (1887) and the Mid Hudson Regional Hospital (1941, as St Francis Hospital). However, these anchor institutions are peripheral to the urban core City of Poughkeepsie, and downtown areas like Parker Avenue still remain degraded and largely vacant.

From its early and mid-century heyday, Poughkeepsie, like so many upstate cities, once centers of industry, suffered as its manufacturing businesses closed and its downtown decayed as major thoroughfares took over and retail businesses were shuttered, further hampered by an exodus of



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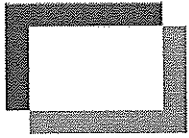
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Fax: 845 473 2648
ScenicHudson.org

middle class, predominantly white, residents to the suburbs in the 1960s and 1970s. Industries downsized or moved overseas, including the Standard Gage Company and other major employers like IBM, creating vacancies that lead to downtown blight. Today, the Northside of Poughkeepsie, a dense urban neighborhood near Main street with a primary commercial corridor on Parker Avenue, in particular has remained marginalized (the area is a USDA-designated food desert, and over 40% of residents do not have access to a car and many rely on gas stations and bodegas for their groceries; housing is primarily apartment buildings, many not well maintained, and residents spend on average more than 50% of their income on housing; the neighborhood includes two section 8 housing developments; overall it is a dense, treeless area, as compared to other neighborhoods with more greenery and single-family homes, as on the Southside of the City).

The Hudson Valley's Mid-Hudson Region is home to approximately 2.4 million people and diverse communities that include urban centers, historic hamlets and villages, and rural towns, and Poughkeepsie remains a major center in its region with an infrastructure and building stock that can support growth, as well as its central location in the Mid-Hudson, as the last stop on Metro-North and serviced by Amtrak's Empire Service between New York and Albany. Many of the region's strongest industry sectors are thriving in Poughkeepsie, including healthcare, craft beverage, tourism, and education.

Poughkeepsie has emerged from the pandemic with many challenges and opportunities, all impacted by recent circumstances, including regional migration, inflation, increased tourism, and a steady stream of investment into the region's downtowns and commercial corridors. Data released in 2022 (IRS) shows that during the first year of the pandemic more people migrated into the region than out of it for the first time in more than a decade, including a net inflow of more than 33,000 people from New York City, bringing new creativity, skills, investment, and their families to our region. Poughkeepsie was the 8th most moved-to city in the country during COVID-19, and "after Philadelphia and Miami, Poughkeepsie was [also] the most moved-to location for former residents of New York City." A renewed interest in walkable living has resulted in a pattern of reinvestment across the Mid-Hudson's small cities, including Poughkeepsies. There is also a revival of food, beverage and other culinary options, from a series of new restaurants and craft breweries throughout the downtown. An excellent example is the recently opened "Academy" project, which encompasses coworking space, coffee shop, food hall, brewery, fresh foods market, teaching kitchen, and event space, plus apartments on the upper floor.ew restaurants, craft beverage businesses, retail stores and other merchants have opened up in the city, now occupying space in buildings that had long been vacant. Tourism in the region has steadily risen since the early 2000s, and Poughkeepsie is home to many key attractions, for visitors and residents alike, including the Walkway Over the Hudson, receiving nearly 500,000 visitors annually, whose main entrance is just steps from the Northside Hub property

According to the New York Times in 2019, Poughkeepsie 'has worked hard for its revival.' City administration and developers are actively invested in its redevelopment and revitalization to serve residents, improve and create more equitable housing stock, and attract visitors. In addition



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to public and green spaces, like the upcoming Dutchess Urban Trail, the City is investing deeply in youth and youth services, directly and in partnerships, through initiatives including Marist College's Upward Bound Program, a college preparatory program for high school students, and development the YOU project on Poughkeepsie's Southside, a dynamic community center for youth and families serving all of Dutchess County. And there is a resurgence in manufacturing locally as well, many located along downtown's Cottage Street, from metal and concrete fabrication at 4th State Metals and Get Real Surfaces, to 3-D printing facilities.

The City is currently working on a far-reaching Comprehensive Plan, which was finalized in August 2022, and is actively working on a Local Waterfront Revitalization Plan (last updated July 6 2022) as well as two focused revitalization plans (City Center Revitalization Plan, last updated Feb 9 2021, and the Poughkeepsie Innovation District plan, last updated Mar 18 2021). The Comprehensive Plan looks at key challenges and opportunities facing the City, and is drawing input from across residents, civic leaders, urban planners and other experts, charting a path forward to put Poughkeepsie on a better, more sustainable path for the next 20 years, working to realize long-sought change while embracing its one-of-a-kind assets. It is an exciting time for the City as its residents and leaders look ahead to its next chapter.

Q 4612 Name of Project (a Project can have multiple properties)

Scenic Hudson's Northside Hub (55 & 58 Parker Ave)

**Q4901 Explain why Restore NY funds are being requested. Include the impact Restore NY funding would have on the project's success and provide supporting documentation where applicable. Use one or more of the following as a guide to your answer: Financial Gap: Explain how sufficient funds cannot be obtained from other sources to complete the project without Restore NY funding
Feasibility: Explain how the project cannot go forward on the basis of terms offered by private and/or public funding sources. Include terms imposed by other sources and why these will not allow the project to proceed.**

Transforming this long underused site into a dynamic, year-round center of activity for local residents and visitors alike, Scenic Hudson's Northside Hub project will be a critical anchor for neighborhood revitalization and a welcoming, inclusive gateway to the region. The total construction budget, encompassing thoughtful historical rehabilitation, extensive remediation, rigorous weatherization, and exemplary environmental practices is significant, \$35M. Funded through a broad array of tax credits, grants and private funding, public support will be critical to the success of the project. Without additional support from NYS, Scenic Hudson would have to reevaluate plans for the overall redevelopment, and key public-facing elements (public parkland, auditorium and other public programming spaces) would not be completed.

The requested \$2M covers the final budget gap, and would allow Scenic Hudson to fully realize the project, including developing the full 3-acre site with public parkland as well as key interior spaces for public programs and community gatherings. The organization has maximized all



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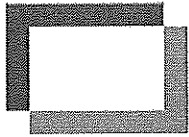
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applicable grant funding, including relevant tax credits (Historic and Brownfield credits both confirmed, accounting for 30% of the total budget) as well as other CFA and federal funding (a NYSEDA request is in process to support an energy system that would make the building 100% carbon neutral, and a request to the USDA REAP program to support the purchase of equipment will follow shortly). Scenic Hudson is also investing a significant amount of its own institutional capital, as much internal capital as is possible, and has maxed-out its donor pool. Without this final \$2M added to the project funding, Scenic Hudson would not be able to complete the public facing elements of the project, including exterior improvements of public parkland (\$1.126M), build out and finishing for interior public programming and community gathering spaces (\$673K) and utilities serving those areas (\$201K). These are crucial elements to the overall plan, to allow Scenic Hudson to realize its vision to create a vibrant, dynamic community hub, and will not be completed without support from Restore NY. (Note that if the NYSEDA and REAP grants are not confirmed, Scenic Hudson will change plans for the energy system, and will use a significantly less expensive, non carbon neutral option to stay within the bounds of other confirmed funding).

Scenic Hudson, in contrast to for-profit developers, is not seeking profits through the use of the space, either through the lease of commercial, event or community spaces. As a mission-driven institution, Scenic Hudson's goal will be to create accessible spaces that operate within reasonable financial parameters comparable to currently rented office space; tenant spaces will be offered at rates achievable to the eventual businesses selected in order to lower the barrier to entry for visionary local, community based enterprises. Given this lack of future profit, and as a non-profit financial policy the need to avoid large commercial debts like construction loans which would detract from the institutions' charitable missions, this makes funding from Restore all the more crucial.

Scenic Hudson has assembled a highly creative, mission-aligned and qualified team to complete the far-reaching Northside Hub project to transform a derelict site in the heart of Poughkeepsie's long underserved Northside neighborhood. This team, with an accredited architect serving as the internal project manager, includes architects, mechanical engineers, energy consultants, and construction contractors (from excavation to fine woodworking), is working to create an inspirationally-designed and rigorously-planned site (building and landscaping) that physically embodies the organization's legacy of environmental conservation and advocacy of safeguarding the Hudson Valley's irreplaceable landscapes while advancing balanced and sustainable development.

The project exemplifies Scenic Hudson's vision to foster community connections to unite people with each other and with nature, and exemplifies adaptive reuse and mindful historic rehabilitation. Low-impact, earth-friendly redevelopment, utilizing comprehensive green energy measures and systems to achieve 100% carbon neutral operations for the building has been a key element to overall site planning. The inspiring design of the building and site builds on Scenic Hudson's commitment to responsible and renewable energy, and is led by MASS Design Group, a



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non-profit architecture collaborative, which maintains its Hudson Valley Design Lab in Poughkeepsie.

Bringing an industrial relic back to life with mindful historic restoration and redevelopment supports downtown revitalization. Planning for interior and exterior community spaces, and connecting public destinations (Walkway Over the Hudson, Dutchess Rail Trail, the upcoming Dutchess County Urban Trail, Fall Kill Creek) supports increased community and regional green connectivity. The project will attract and retain residents; reconnect the underserved Northside neighborhood with other parts of the City; and greatly enhance the natural, historic, and cultural assets of the region. Together, this will help improve the quality of life for residents and attract visitors.

With Poughkeepsie working to revitalize the waterfront district and underserved northside neighborhoods, the Northside Hub project will be a critical anchor to this redevelopment, serving as an economic driver as well as a community gathering spot, offering residents and visitors alike amenities and job opportunities, and serving as a prominent model for mindful historic renovation powered by sustainable energy.

Q5252 Please provide Name and Address of the Development company selected for this project.

Northside Junction LLC; 1 Civic Center Plaza, Suite 200; Poughkeepsie, NY 12601

Q5341 Describe the selection process used to determine the primary entity conducting the project (Private Developer, Municipality or Other) City of PK input will be needed

Q_4637 Has the State Historic Preservation Office (SHPO) consultation process been initiated?

YES

Initial Submission Token: DWDRMW5QBFN9

New Project Number: 22PR06708

Project Type: Consultation

Project Name: Scenic Hudson's Northside Hub

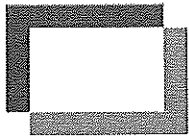
Other Reference Number: SHPO# 20PR06999, NPS# 43742, DEC Site No.
C314131

New Submission Number: 22PR06708.001

If yes: Q_5342 Describe the status of the SHPO consultation process Completed - Application shown to have no adverse impact.

Q_4638 Has the State Environmental Quality Review (SEQR) review process been initiated?

YES



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If yes: Q_5343 Describe the status of the SEQR review process. (no char limit)
Site plan approval for the project, which was received October 2021 from the Poughkeepsie Planning Board included SEQR review. A full EAF was completed and a Neg Dec received. The City of Poughkeepsie served as the lead agency.

General Information

Q_4598 Is at least 50% of the project located within a Brownfield Opportunity Area? NO. It is in the DEC Brownfield Cleanup program DEC Site No.C314131 - this is separate from a Brownfield Opportunity Area.

Q_4969 Do you attest to follow State Historic Preservation Office (SHPO) guidelines and procedures for any properties that fall under their jurisdiction? YES

Q_4970 Is at least 50% of the project in an Empire Zone Program- Investment Zone? NO. - The City of Poughkeepsie is an Empire Zone but not part of the Empire Zone Investment Program

Q_13230 Does this project include affordable housing? NO

Q_13228 Did the municipality receive funding under Round 1, 2, 3, 4 or 5 of Restore NY? YES

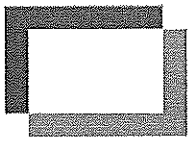
If yes: Q_13232 Please provide a detailed project update (completed, on/behind schedule, surrounding circumstances, etc..) (no char max) ***** City of PK input helpful needed here ****

The City of Poughkeepsie has received funding in Rounds 2, 3 and 5 of Restore NY:
(1) Cottage Street (project #W032; awarded \$600,951 2008; revised award to \$491,055 in 2013); work is complete and grant is closed out:

The RNY2 grant was for the rehabilitation of two vacant, distressed buildings in the Cottage Street Industrial Corridor. The restoration of the Cottage Street properties was an initial step toward improving the area that at the time had many vacant buildings in disrepair. The goal for the City was to rehab the two buildings and then market the properties to create a center for small, creative industries, aiming to foster an environment that encourages job creation and the development of a strong future economy. Cottage Street is now home to a number of manufacturing businesses, and is a successful example of downtown revitalization in Poughkeepsie.

(2) 23 Academy Street (RNY FY 2008-2009; project #W819; awarded \$2,395,000); grant partially drawn down, but due to inactivity the balance of the funds will be forfeited and the grant will be closed:

The Academy Street project, which received funding in Round 3 experienced many delays and unforeseen obstacles. The City partnered with the private property owner/developer of 23 Academy Street - a long vacant six story building in downtown - to rehab the



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building into 11 residential units and two commercial storefronts. Site work was active 2010 - 2017, but now [xxxx - need input here on how to frame]

(3) Poughkeepsie Trolley Barn Redevelopment (RNY Round 5, #131,784; awarded \$1,000,000); work is complete and grant is closed out.

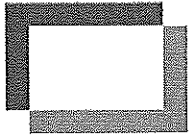
The Trolley Barn received a Round 5 RNY grant to support the redevelopment of the abandoned space into a multi-use space for the creatives of the Hudson Valley. Adjacent to the Fall Kill Creative Works, the Trolley Barn is now a vibrant addition to Main Street, welcoming visitors and residents alike for exhibitions:

Formerly storage for horse-drawn and then electric trolleys during the 19th & early-20th centuries, the 14,400 sf space served as a garage and auto parts warehouse for much of the 20th century, but sat empty and decaying for more than a decade before its redevelopment in 2017. The historic building housed a fleet of first horse-powered and later electric trolley cars that carried residents and shoppers along Main Street to the Hudson River, Vassar College, and nearby Wappingers Falls. After the city switched to buses, this unique structure became a garage and then an auto parts store before falling into disuse. Today, Poughkeepsie is breathing new life into this historic area, attracting visitors and residents alike back into the Middle Main neighborhood through the arts, with the Trolley Barn serving as an important anchor to this new activity.

- 23 Academy Street (RNY FY 2008-2009; project #W819; awarded \$2,395,000); grant partially drawn down, but due to inactivity the balance of the funds will be forfeited and the grant will be closed. The Academy Street project, which received funding in Round 3 experienced many delays and unforeseen obstacles. The City partnered with the private property owner/developer of 23 Academy Street - a long vacant six story building in downtown - to rehab the building into 11 residential units and two commercial storefronts. Site work was active 2010 - 2017, but now stalled.

Project history:

- The original developer received site plan approval for the project from the Planning Board in 2010, but was required to obtain a variance from New York State (related to light and air ventilation requirements on the east elevation of the building), which delayed the developer's ability to apply for a building permit from the City.
- The building permit was finally issued in December of 2012 after the variance was granted and work began on the project in early 2013, and continued through 2013 and 2014.
- Some funds were drawn from the Restore NY grant in this period, but work largely stopped due to cash flow issues in 2015. Throughout 2015 and 2016, the developer sought other funding streams to complete the project, but was unsuccessful.



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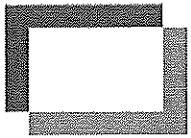
- In late summer 2017, the owner/developer entered into contract with a new developer to purchase the building. The sale closed in the fall of 2017, and the new owner/developer applied to the Planning Board for a site plan amendment to slightly amend the original redevelopment plan for the building. The new plan consisted of 15 housing units instead of 11 under the original plan, and maintains the 6,000 square feet of ground floor commercial space. The new owner/developer received Planning Board approval in November 2017 and currently has a building permit application under review by the City Building Department.
- The City is still very much committed to completing this important project, which will be a catalyst for downtown revitalization. Funding commitments from the City, including a façade grant and a HOME grant, as well as the balance of the Restore NY grant, transferred with the building to the new owner. The new owner was also able to obtain a PILOT agreement from the City IDA. The new owner/developer intends to finish the project as expediently as possible. Discussions have been ongoing with ESD project management staff.

Q_13233 Does the Round 6 project relate to either the Round 1, 2, 3, 4 or 5 project? YES

If yes: Provide description of how

The City of Poughkeepsie is committed to city-wide revitalization. Initial efforts in the early part of the 2000s focused on the Main Street corridor, where prior awarded RNY projects are located, with efforts in recent years focused on the Northside and the City's Walkway Over the Hudson Gateway District, where the Scenic Hudson project is located. The City views all of these projects as part of a larger cohesive plan to not just revitalize but to connect different Poughkeepsie neighborhoods, in part through green trail networks like the upcoming Dutchess County Urban Trail, running directly adjacent to the Scenic Hudson project and the existing Dutchess Rail Trail and Walkway to reconnect the city after the introduction of highways under Urban Renewal of the mid century, to offer expanded services and opportunities to residents and visitors alike. Poughkeepsie is a walkable city, and the Main Street and Walkway corridors are within walking distance of each other, drawing residents and visitors between them through the varied options available in each. These neighborhoods are each critical parts of the current city-wide Comprehensive Plan, which amplifies existing connections and creates new connections and opportunities. See more below in Q_4608.

Currently, 40% of Northside residents do not have access to a car, though currently, and frustratingly for neighborhood residents, most businesses in the Parker Avenue corridor are auto-focused (gas station, auto body shops, scrap yard, discount auto parts store, etc). The area is much less green compared to the rest of the City, with street trees or other vegetation, which is known to have a detrimental effect on health, especially in



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children. The one park, College Hill, is very hilly, which is challenging with young children and is also not a practical walking distance for families in the immediate area of the project. Additionally, the Northside is a food desert, and with little access to transportation, neighborhood residents rely on gas stations and bodegas for their shopping. Scenic Hudson's Northside Hub will be transformational for the neighborhood, bringing accessible public parkland and creating connectors to other parts of the city, as well as new tenant spaces that will serve immediate neighbors as well as broader Poughkeepsie (for example, one idea for a tenant in the Northside Hub campus is for an accessible, fresh food co-op grocery).

Q_4964 Are any properties associated with this project located in an Economically Distressed Community? YES // define per ESD list:

Poughkeepsie city Dutchess 2 Moderate Distress

Q_4604 Does the Municipality have a local revitalization or urban development plan? YES

→ answer is only date here; fold into other answers where this info makes sense

- Comprehensive Plan (August 2022)
- LWRP (last updated July 6 2022)
- City Center Revitalization Plan (last updated Feb 9 2021)
- Poughkeepsie Innovation District (last updated Mar 18 2021)
- City of PK input needed on others

If yes: Q_5364 Provide date of last update. 08/15/2022

Project Information

Q_4608 Describe how this project conforms to a local revitalization or urban development plan, or is otherwise architecturally consistent with nearby and adjacent properties. ***** City of PK input helpful needed here *****

The City of Poughkeepsie completed a Comprehensive Plan in August 2022, after a year-long process that included extensive input from the community and civic leaders as well as exhaustive demographic and economic research. The plan focuses on three key priorities for the City over its next two decades - improving residential quality of life, expanding access to good and affordable housing, and strengthening civic life and commercial vitality - grounded in the shared values of inclusivity, entrepreneurial spirit, and the consideration of long-term impacts. The plan presents an overview of current Poughkeepsie opportunities and challenges, and maps out a long-term plan of action, requiring deep investment of time and effort and resources at every level of the community, from residents through civic, business and educational leaders. With this plan, the City of Poughkeepsie is at a critical juncture in its evolution, poised to collectively and comprehensively leap into its future, and build a stronger and more resilient community for itself. This plan also updates and expands upon many key priorities outlined in the City's



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LWRP, adopted by the City in 1999 and updated regularly, including in 2022 alongside the Comprehensive Plan. Additionally, the City has established Walkway Gateway district zoning codes and goals in 2013.

Scenic Hudson's Northside Hub project, through its physical infrastructure, community vision, and planned activities supports many of the goals of the Comprehensive Plan, the LWRP, and the Walkway District goals, supporting each of them in critical ways that will benefit the immediate neighborhood as well as broader Poughkeepsie.

Comprehensive Plan:

The Northside Hub sits at the nexus of the plan's goals and priorities, both in terms of literal geography as well as in terms of vision and plans. The project will not just support, but will be a catalyst to two of the three major priorities: improving residential quality of life and strengthening civic life and commercial vitality.

The first priority, improving residential quality of life, focuses on maintaining infrastructure, creating a sense of safety in communities, creating connections between neighborhoods, building confidence in neighborhood direction and creating services and amenities that support family well-being. The second priority, strengthening civic life and commercial vitality, focuses, among other goals, on making Poughkeepsie a community of choice in the region and reducing the North/south divide, as well as building engagement in the civic life of the community and promoting active participation in decision-making and plan implementation, altogether to make Poughkeepsie a model for an economically thriving, equitable, and sustainable small city.

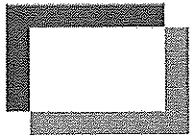
LWRP:

Already, Scenic Hudson's work within the Northside neighborhood has supported key priorities of the City's evolving LWRP, around a number of key areas including increasing public access and continuing efforts to create a continuous public walkway along the waterfront and expanding the waterfront boundary to include the Fall Kill area to increase public access. The Northside Hub project amplifies and expands on these LWRP priorities, while also encompassing additional ones around flood mitigation, sustainable building and planning practices to address issues and impacts of climate change, and Scenic Hudson fervently hopes, to improve chances for local projects to receive state funding for capital projects.

Walkway Gateway District Plan:

The City of Poughkeepsie formally established the Walkway Gateway District and set out formal priorities to revitalize the mixed industrial and residential area of the City where it is located, with a goal to create a vibrant and attractive walkable mixed-use neighborhood where people will want to live, shop and invest. An additional goal is to encourage visitors to the Walkway and the Dutchess Rail-Trail to visit surrounding areas of the neighborhood, before or after their visit, in order to help revitalize the neighborhood.

The Northside Hub project will be a critical anchor to Northside neighborhood revitalization, and meets and supports many of the formal goals for the district to Enhance the quality of the City's built



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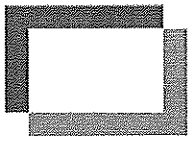
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environment, Promote urban planning and architectural design that is compatible with the historic character of the community and the national prominence of the Walkway Over the Hudson State Historic Park, Provide safety and comfort for pedestrians through an interconnected network of sidewalks and trails so that work, shopping, schools, and recreation will be within walking distance of each other, allowing independence to those who do not drive, Strengthening the economic base of the City by providing expanded opportunities for residential and commercial mixed-use development, Remove barriers to adaptive reuse of former industrial buildings, Facilitate remediation of distressed properties, Encourage the use of open and vacant lands for community gardens and landscaping, Facilitate the preservation, renovation, and adaptive reuse of historic buildings.

Taken altogether, Scenic Hudson's Northside Hub project will be a catalyst towards achievement of the above mentioned Comprehensive Plan goals, as well as supporting so many key LWRP priorities. As noted earlier in the application, Scenic Hudson is invested in the life of its regional communities, especially its homebase of Poughkeepsie. The Northside Hub Project reimagines the use and purpose of this formerly abandoned site in a long underserved community, bringing a mindful, sustainable approach to the redevelopment. Located in Poughkeepsie's Northside, an area where Scenic Hudson has already been working with local partners on a number of initiatives to improve residents' health, safety and quality of life, the Northside Hub project will enliven its immediate community, housing work and educational spaces for Scenic Hudson and its neighbors; make physical connections between urban and natural thoroughfares for residents (connecting residents in underserved Northside communities to schools, markets, job locations, churches, and the Walkway Over the Hudson) and visitors; and it will unite residents and visitors alike with each other and with nature. This major adaptive reuse project will transform a derelict former manufacturing site in Poughkeepsie into a vibrant community resource, housing organizational offices; spaces for local businesses, meetings and community events; outdoor parkland and public space. The design reclaims the industrial past of the building while serving as a model for mindful historic rehabilitation, and is projected to open in 2024.

Like so many upstate communities, Poughkeepsie witnessed decades of declining population and disinvestment in the last half of the 20th century. The historic hollowing out of Main Street and the central business district after WWII led to a concentration of urban poverty in certain areas of Poughkeepsie, especially on the City's Northside where the Scenic Hudson project is located, is characterized by high building vacancy rates, a lack of diverse employment options, low household incomes, and a prevalence of unemployment and underemployment. More recently, Poughkeepsie's revitalization over the past decade has been significant, and serves as a beacon to the region. With significant improvements along the Main Street corridor in place, and efforts in the Walkway corridor underway, the City is poised for border, more comprehensive improvements city wide. Currently, its inner city along the Fall Kill, especially on the Northside where the Scenic Hudson project is located, remains underutilized and underdeveloped. The City and partners such as Scenic Hudson are working on City-wide revitalization, and the Northside Hub project will be a critical anchor to this redevelopment. The Northside Hub project will serve as an anchor for community revitalization, acting as an important community and economic driver as the region struggles to find its footing in the wake of the COVID pandemic and its evolving impact.

General Information



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Q_4603 Has the Municipality ever been or currently delinquent under the terms of any agreements with Empire State Development? *** City of PK input helpful needed here *******

23 Academy St // due to inactivity PK has been verbally informed that the balance of the funds will be forfeited and the grant will be closed

Cottage St // also revised (awarded 2008; revised 2013 which suggests some interim issues); does that count as a delinquency?

Project Implementation

Q_13225 Will any other entity (local, state, federal agency or private investor) be involved in implementation of the project? YES

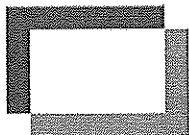
If yes: Q_13234 Identify each entity and their involvement in the project. (no char max)

- City of Poughkeepsie – grantee, reviewer of application for permits and approvals, and inspections.
- Northside Junction LLC (affiliate of Scenic Hudson) – site owner and developer; source of equity funding
- Whiting Turner – construction manager
- Mass Design Group – architect (manages contracts of mechanical systems engineers, thermal envelope design, lighting design)
- NYS Department of Environmental Conservation and Department of Health- Brownfield Cleanup Program
- NYS State Historic Preservation Office - State Historic Tax Credit program
- National Parks Service, Technical Preservation Services - Federal Historic Tax Credit program
- NYSEDA CFA and REAP grant (in process) - to support the installation of a fully carbon neutral energy system.

Project Information

Q_13236 Describe how this project will fulfill one or more of Restore NY's goals to (1) induce commercial investment; and/or (2) improve local housing stock. (no char max)

Scenic Hudson's Northside Hub Project reimagines the use and purpose of a formerly abandoned site in a long underserved community, bringing a mindful, sustainable approach to the redevelopment. The Northside Hub project will house organizational offices; spaces for local businesses, meetings and community events; outdoor parkland public space and parking. The project is located in Poughkeepsie's Northside, where Scenic Hudson has been working with local partners on a number of initiatives to improve residents' health, safety and quality of life.



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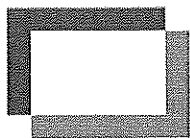
Transforming this long underused site into a dynamic, year-round center of activity for local residents and visitors alike, Scenic Hudson's Northside Hub project will be a critical anchor for neighborhood revitalization and a welcoming, inclusive gateway to the region. Scenic Hudson has a proven and extensive track record of taking derelict sites and turning them into vibrant community resources - from the Scenic Hudson Park in Irvington to the Long Dock Park in Beacon to the RiverWalk Park in Tarrytown, to the just opened Sojourner Truth Park in Kingston, all of them former industrial sites now transformed into vibrant community resources, with significant economic ripple effects through their communities. Scenic Hudson is poised to do this again with the Northside Hub, to help continue the broad revitalization underway in Poughkeepsie and create an anchor for the long underserved Northside neighborhood. Located on the Northside, the project will help extend and expand Poughkeepsie's increasingly vibrant core, expanding out from Main Street to connect to other parts of the City.

Specifically related to RNY goals, as a site for organizational offices as well as offering spaces to local, small businesses, the Northside Hub Project will enliven its immediate community, housing work and educational spaces for Scenic Hudson and its neighbors; make physical connections between urban and natural thoroughfares for residents (connecting residents in underserved Northside communities to schools, markets, job locations, churches, and the Walkway Over the Hudson) and visitors; and it will unite residents and visitors alike with each other and with nature. The project is in a primary commercial corridor in the City that has not seen nearly enough investment since its rezoning as the Walkway Over the Hudson Gateway District nearly 10 years ago. This project will directly serve residents as well as provide a resource for visitors, reclaiming the industrial past of the building while serving as a model for community redevelopment and mindful historic rehabilitation.

Project Information- Timeline

Three inputs: description // responsible party // est completion

Property acquisition	Northside Junction LLC	Jun 2020
Project start date- internal planning, fundraising, assemble project team (project manager, architects, mechanical engineers, energy consultants, construction contractors)	Northside Junction LLC	Sep 2020



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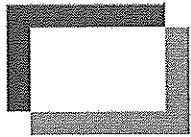
Initial project design (interior/exterior spaces)	Northside Junction LLC	Mar 2021
Site plan approval + SEQR review (full EAF, Neg Dec)	Poughkeepsie Planning Board	Oct 2021
Historic Tax Credit National Registry Nomination	Northside Junction LLC	Jan 2022
Brownfield RAWP approval	Northside Junction LLC	Mar 2022
Construction Start + Remediation (asbestos); initial site work to stabilize building	Northside Junction LLC	April 2022
Principal construction (complete)	Northside Junction LLC	Dec 2024

Project Information- State & Federal Funding Sources

State and Federal Funding Sources

	Issuing Agency & Program Name	Amount Requested	Status of Application	Status of Funds
1	National Parks Service / SHPO -- Historic Tax Credits	8560014	in process	Committed
2	US Dept of Treasury -- Brownfield Tax credits	3812000	in process	Committed
3	NYSERDA - Carbon Neutral Economic Development program	2000000	in process	Requested
4	USDA - Rural Energy for America Program	500000	in process	Requested
5	NYS Economic Development Corp - Restore NY	2000000	in process	Requested

Q_4615 Describe how Restore NY funds will be used in this project (no char max)



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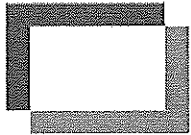
The total construction and design budget for the Northside Hub project is \$35M. Restore NY funding will be used for construction and related costs associated with the rehabilitation of the Northside Hub project. As outlined in greater detail in the Individual Property Budget Sources and Uses Statement table and narrative sections above, the requested \$2M covers the final budget gap, and would allow Scenic Hudson to fully realize the project, including developing the full 3-acre site with public parkland as well as interior spaces for public programs and community gatherings. The organization has maximized all applicable grant funding in the time period, including relevant tax credits and other CFA and federal funding. Scenic Hudson is also investing a significant amount of its own institutional capital, as much internal capital as is possible, and has maxed-out its donor pool. This final \$2M will allow Scenic Hudson to complete critical public facing elements of the project, including exterior improvements of public parkland (\$1.126M), build out and finishing for interior public programming and community gathering spaces (\$673K) and utilities serving those areas (\$201K). These crucial elements will allow Scenic Hudson to realize its vision to create a vibrant, dynamic community hub, and will not be completed without support from Restore NY.

Historic Tax credits will be used to fund key aspects of the historic rehabilitation of the building (masonry, facade, openings, thermal and moisture protection); Brownfield Tax credits will be used to fund site preparation (asbestos removal, lead paint encapsulation) site work, remediation and ongoing monitoring; a requested grant from NYSEDA would fund a 100% carbon neutral energy system; and funds from individual donors would be used towards other general construction requirements. Institutional capital, earmarked for operational expenses beginning in 2024, would be used as bridge funding until reimbursement grants and tax credits are received over the duration of the project.

Q_4626 If the project is not fully funded, explain what other sources the municipality will seek or measures it will take, to fully fund, implement and complete this project. (no char max)

Transforming this long underused site into a dynamic, year-round center of activity for local residents and visitors alike, Scenic Hudson's Northside Hub project will be a critical anchor for neighborhood revitalization and a welcoming, inclusive gateway to the region. The total construction budget, encompassing thoughtful historical rehabilitation, extensive remediation, and rigorous weatherization, is significant, \$35M, and Scenic Hudson has included comprehensive plans for a mindful historic rehabilitation. Funded through a broad array of tax credits, grants and private funding, public support will be critical to the success of the project.

The Standard Gage factory, which employed nearly 600 people at the height of its operations, was a source of community pride and economic vitality. This now-blighted property, directly across from one of Poughkeepsie's great assets, the Walkway Over the Hudson, is one of the first sights that visitors to Poughkeepsie see, from the Walkway, from Route 9, and from the Amtrak/Metro North lines. Once completed, the new Northside Hub will be a new source of community pride and economic vitality, welcoming neighbors and visitors, and creating a vibrant new hub for the



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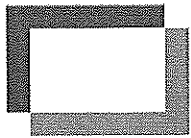
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Northside and the whole City of Poughkeepsie. Scenic Hudson has spent years deciding where to locate its headquarters, and might have chosen a riverfront site anywhere along the Hudson River, but the organization is committed to the revitalization of its hometown of Poughkeepsie, especially the Northside neighborhood where it has already invested in many project running along the Fall Kill, from the Walkway through Malcolm X Park and up to Pershing Farm, and instead chose this inland site to demonstrate its commitment to Poughkeepsie.

The Northside Hub project represents the organization's single largest investment ever in its 59-year history. Scenic Hudson has taken considerable efforts to complete a Brownfield clean up, and is restoring the decaying buildings to historic standards, working with NYS and federal historic preservation agencies. Scenic Hudson is creating spaces to do its own mission-aligned work to preserve the natural wonders of the majestic Hudson Valley -AND- to welcome the community into the spaces, for education and public programs, community gathering spaces, and spaces for local businesses and entrepreneurs.

As noted above, the requested \$2M covers the final budget gap, and would allow Scenic Hudson to fully realize the project, including not only the interior spaces to be used for Scenic Hudson offices as well as spaces developed for future tenants, but crucially also developing the full 3-acre site with public parkland as well as interior spaces for public programs and community gatherings. The organization has maximized all applicable grant funding in the time period, including relevant tax credits and other CFA and federal funding, as well as its own institutional capital, and together has maxed-out its donor pool with this project. Without this final \$2M added to the project funding, Scenic Hudson would not be able to complete the public facing elements of the project, including exterior improvements of public parkland (\$1.126M), build out and finishing for interior public programming and community gathering spaces (\$673K) and utilities serving those areas (\$201K). These are crucial elements to the overall plan, to allow Scenic Hudson to realize its vision to create a vibrant, dynamic community hub, and will not be completed without support from Restore NY.

Without additional support from NYS, Scenic Hudson would have to reevaluate plans for overall construction (RNY funds) as well as the energy system (NYSERDA funds if not awarded). Scenic Hudson, in contrast to for-profit developers, is not seeking profits through the lease of commercial, event and community spaces with this project. Debt in the form of loans or other measures is not a viable option for this project. As a mission driven institution, Scenic Hudson's goal will be to create accessible spaces that operate within reasonable financial parameters comparable to currently rented office space and tenant spaces will be offered at a rate achievable to the eventual businesses selected in order to lower the barrier to entry for mission aligned, visionary local community based enterprises.



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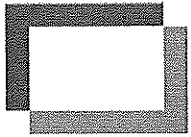
Q_4627 Describe the measurable results and economic impact the municipality expects to achieve through this project. Include numbers of new or refurbished housing units and square footage of industrial and commercial space. *** City of PK input helpful needed here ******

The measurable results of the Northside Hub project include retention of 70 FT jobs in the City of Poughkeepsie, plus new short-term construction jobs and new long-term SH staff positions as well as jobs with future tenants. In an area dominated by auto-body commercial space, we are excited to bring an office program to the city. We expect to see tenant spaces be related to the community and potentially include food market/service, restaurant, retail, and other office space developed in the Scenic Hudson project - which are major improvements in the commercial character of this corridor whose current offerings are very limited and do not service local residents and visitors.

Taken altogether, the site will be a critical anchor for Poughkeepsie's continuing revitalization, bringing new activity and new jobs to the region. It will restore a long abandoned site in a currently underserved neighborhood, to create a vital new resource for immediate neighbors, the broader Poughkeepsie community and visitors to the City. While the economic impact that a restored site would have within its neighborhood and the broader City is not immediately quantifiable, it will support the overall redevelopment plan of the City in terms of the overall Comprehensive Plan as well as the specific City's Walkway Over the Hudson Gateway District plan. Reactivating vacant and blighted spaces on the Northside will increase the safety and security of the area, making the area more economically viable. Organizational offices, new businesses, and public green space will draw more people to the neighborhood, further enhancing the sense of safety and creating a population base to support existing and new businesses. All of this will have a positive impact on the City's tax base, helping the City to provide essential services while reducing the tax burden on residents and other business owners.

Q_4618 Describe, and quantify where possible, how the project will facilitate effective and efficient use of existing and further public resources so as to promote both economic development and the preservation of community resources. (no char max)*** City of PK input helpful here ******

The project is located in a critically-important but long-underserved community of Poughkeepsie, the Northside neighborhood. As noted in prior questions, by reimagining the use and purpose of a formerly abandoned site in a long underserved community, the Northside Hub Project brings a mindful, sustainable approach to the redevelopment. Scenic Hudson has already been working with local partners on a number of initiatives to improve residents' health, safety and quality of life in the immediate neighborhood, to offer new services and amenities; make physical connections between urban and natural thoroughfares for residents (connecting residents in underserved Northside communities to schools, markets, job locations, churches, and the Walkway Over the Hudson) and visitors; and it will unite residents and visitors alike with each other and with nature. Public resource expenditures can be effectively and efficiently targeted



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toward a dense concentration of users - from fire and police, to DPW. With more and more people looking to live in walkable, bike friendly and transit friendly communities, projects like the Northside Hub that offer new amenities, from public green space to walking and biking trails, to EV charging stations, expands options for immediate neighbors and encourages visitation by broader community residents, all of which will spur new economic development. Further, the Northside project itself, through its comprehensive and mindful historic rehabilitation of the long abandoned, iconic site, will preserve and promote community resources by making the historic building accessible to the public.

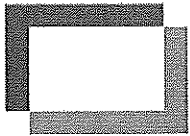
Q_4619 Describe, and quantify where possible, how the project will develop and enhance infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities. (no char max) *** City of PK input helpful here ******

The project specifically meets key Mid-Hudson Regional Economic Development goals to make the Mid-Hudson a unique destination and place to live, work and play. Bringing an industrial relic back on line with mindful historic restoration and redevelopment supports downtown revitalization goals. Planning for the exterior community spaces, offering space for community gatherings as well as connecting the Walkway Over the Hudson, the Fall Kill Creek and the forthcoming section of the Dutchess Rail Trail supports increased community and regional connectivity. Overall the project will both attract and retain residents to the region, seeking to reconnect the underserved Northside neighborhood with other parts of the City and greatly enhancing the natural, historic, and cultural assets of the region. Together, this will help improve the quality of life for residents and draw visitors to the region.

Q_4620 Describe any public comments, either for or against this project during the Public Hearing. (no char max)

The Northside Hub project enjoys broad public support, and representatives from key public and private entities have vocally supported the project (see Letters of Support included in the Public Hearing documents), including representatives from Marist College, Hudson River Housing, Inc., Grace Smith House, Page Park Associates and the City of Poughkeepsie. Scenic Hudson as an organization enjoys broad public support within its hometown of Poughkeepsie and throughout the Hudson Valley, from the tens of thousands of people who enjoy Scenic Hudson's parks and other public spaces annually, to representatives of local and national entities from the financial, philanthropic, legal, real estate, agricultural, and environmental sectors, among many others.

Permits Needed- Restore NY – List all State, Federal and local permits/approvals that are required for the project and their status.



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- Poughkeepsie Planning Board (site plan approval received October 2021); site plan approval included SEQR review (full EAF, Neg Dec)
- Parking count and setback approvals needed for solar canopies acquired September 2021 and June 2022 respectively with the Poughkeepsie Zoning Board of Appeals.
- Brownfield Remedial Action Work Plan approved by May 2022;
- Historic Tax Credit Part 1 approval August 2021, Part 2 Approved Sept 2022
- Engineering, energy system design, architect teams are engaged; design development is complete and construction documents are forthcoming; the construction team is in place.

Q_4621 Indicate if an analysis of the following have been completed:

(note: Analysis are not required to be completed at time of application although completed analysis will help the application score under the "Project Readiness and Feasibility" scoring section.)

- ☒ Market Analysis
- ☒ Water System
- ☒ Electric System
- ☒ ~~Gas System (all electric, no gas)~~
- ☒ Telecom System
- ☒ Sewer System
- ☒ Energy Conservation

Q_4640 Are Green Construction techniques being employed? YES

Q_5335 Does the project have a business plan? YES

If yes: Q_5336 Has the Business plan been analyzed by a financial institution? YES

Q_4635 Has a Phase 1 Environmental Site Assessment been completed? YES

Q_4661 Are there any other known environmentally sensitive issues affecting the project (e.g. endangered species, wetlands, etc.)? NO

If yes: Q_5347 Provide a description of the issue and status. (no char max)

Overall Project Funding Request

Total Project Funding

	Total Project Cost	Total Restore NY Request
Total Residential	No Answer	No Answer
Total Commercial	\$34,777,789	\$2,000,000
Total HazMat	No Answer	No Answer



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Q_4954 Was an Environmental Impact Statement (EIS) requested or completed for any property associated with this project? NO

Q_4653 State Environmental Quality Review (SEQR)

If a SEQR has NOT been completed for this property, explain the status of the SEQR review, provide the identity of the lead agency and date when the review is anticipated to be complete. See Scoring Tips for acceptable lead agencies.

NA; SEQR completed as part of Site Plan approval in Oct 2021 (full EAF; Neg Dec)

Q_4644 State Environmental Quality Review Act (SEQRA) Does your project involve any physical alteration to a site (including demolition) or to the exterior of a facility, change in the nature of the activity conducted at the project site or facility, or result in significant changes to the project site area's activity patterns? YES

Q_4645 Does your project involve acquisition of real estate? NO

Q_4646 Does your project involve infrastructure improvements, other than extensions of existing distribution systems in approved subdivision or site plans? YES

Q_4647 Does your project involve renovation or new construction that will add more than 4,000 square feet or requiring a zoning or land use change with no other discretionary action? NO

Q_4648 Does your project involve procurement of environmental regulatory permits? NO

Q_4649 Does your project involve demolition of a building? NO

Q_4651 Does your project involve alterations to (other than for preservation) or demolition of a building(s) listed on the State or National Register of Historic Places? YES

Q_4655 State Historic Preservation Office (SHPO)

Does the project involve demolition or rehabilitation of a building(s) more than 50 years old? YES

Q_4656 Does the project involve demolition or rehabilitation of a building(s) or new construction on or contiguous to a site listed on or eligible for listing on the State or National Register of Historic Places?
YES

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R-22-83)**

BY COUNCILMEMBER FLOWERS _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at unnumbered Morgan Avenue and identified as Tax Map No. 6162-72-458149; and

WHEREAS, the Common Council considers the proposed sale to be an Unlisted Action under Title 6 NYCRR, Section 617.2 of the SEQRA regulations; and

WHEREAS, the Common Council considers itself to be the only "involved agency" with respect to this proposed sale of properties; and

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

WHEREAS, the Common Council has considered the hereto attached Short Environmental Assessment Form (EAF)

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides

sufficient information; and

6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER _____.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Sale of City-Owned Property located at unnumbered Morgan Avenue			
Project Location (describe, and attach a location map): Unnumbered Morgan Avenue			
Brief Description of Proposed Action: The City is selling a vacant, City-owned property located at unnumbered Morgan Avenue. The proposed Buyer has proposed to purchase the property and construct a multi-family dwelling thereon.			
Name of Applicant or Sponsor: City of Poughkeepsie Common Council		Telephone: 845-451-4200 E-Mail: citychamberlain@cityofpoughkeepsie.com	
Address: 62 Civic Center Plaza			
City/PO: Poughkeepsie		State: NY	Zip Code: 12601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES ☐
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			0.30 acres 0.00 acres 0.30 acres
4. Check all land uses that occur on, are adjoining or near the proposed action: ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☒	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☒	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☒	YES ☐
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☒	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO ☒	YES ☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO ☒	YES ☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO ☒	YES ☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Project: Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

n/a

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Poughkeepsie Common Council

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

RESOLUTION
(R-22-84)

INTRODUCED BY COUNCILMEMBER FLOWERS:

WHEREAS, the City of Poughkeepsie has previously taken title to a vacant lot known as unnumbered Morgan Avenue (Tax Map No. 6162-72-458149), in the City of Poughkeepsie by reason of a Treasurer's Deed; and

WHEREAS, the above mentioned properties have been offered for sale by the City in accordance with the policy for the sale of City owned property; and

WHEREAS, an offer has been received from 21st Century Living LLC. ("Developer") to purchase this property from the City for the sum of \$50,000; and

WHEREAS, the Property Acquisition and Disposition Committee, having considered the mission of the Committee and the policies of the City, including the public interest in returning properties to the active tax rolls, stabilizing rents, and improving housing opportunities within the City, has recommended that the Common Council approve the sale, and

WHEREAS, the City and the developer have agreed to certain initial fixed rents and to the maximum amount said rents may be increased on an annual basis for a period of five years, and

WHEREAS, the Common Council hereby finds that the offer from 21st Century Living LLC. is in the best interests of the City; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the offer from 21st Century Living LLC to purchase premises known as unnumbered Morgan Avenue (Tax Map No. 6162-72-458149), in the City of Poughkeepsie for the sum of \$50,000.00 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

- A. The conveyance of title and the payment of the purchase price shall take place within thirty (60) days of the date of approval by the Common Council, unless the Property Acquisition & Disposition Committee shall grant an extension as it deems appropriate.
- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations, including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance, and real property taxes coming due pursuant to law on and after the date of transfer of title.
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by Quitclaim deed subject to any defects or encumbrances as may be of record.
- D. Purchaser shall commence an Article 15 bar claim action promptly after closing.
- E. Purchaser agrees that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation.
- F. Purchaser agrees to abate any existing code violations within thirty (30) days after closing.
- G. Purchaser shall, to the extent practical, utilize local labor with preference given to residents of the City of Poughkeepsie, for any construction/renovation of the proposed project.
- H. Purchaser agrees to complete the project and obtain a certificate of occupancy within eighteen (18) months of the issuance of the building permit. A reasonable extension may be granted by the Property Acquisition and Disposition Committee upon the written request of Purchaser.
- I. Purchaser agrees at its sole cost and expense to complete the project within eighteen (18) months of the issuance of the building permit (the "Completion Date"). In the event the project cannot be accomplished by the Completion Date at no fault of Purchaser, a reasonable extension may be granted by the Property Acquisition and Disposition Committee upon the written request of Purchaser.
- J. Purchaser shall have six (6) months from closing to submit all preliminary plans and specifications to the Building Department in order to obtain all approvals necessary to make the planned improvements. Once plans and specifications have been accepted by the Building Department, the Purchaser will promptly obtain a building permit. If Purchaser is unable to obtain such approvals, complete construction, and obtain a certificate of occupancy within eighteen (18) months of the issuance of the building permit, the Property shall revert to and thereafter become fee simple real estate owned by the City.

- K. In the event the Improvements are not completed by the Completion Date, and the Property reverts back to the City, upon the request of the City, the Purchaser/Grantor will provide a general warranty deed to the Property in form and substance acceptable to the City evidencing the reconveyance of the Property.
- L. During the construction of the improvements, developer shall not place any additional liens or encumbrances on the Property except as consented to by the City. In that regard, the City agrees not to unreasonably withhold its consent to any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of the Improvements. In such an event, the City will enter into a Subordination Agreement in form satisfactory to such lender.
- M. The contract of sale and/or closing agreement between the City and the Developer shall contain a provision governing the rents developer may charge future tenants, to wit: six two bedroom units will be leased at no more than \$1,518 monthly, and three two bedroom units shall be leased at no more than \$2,000 monthly.
- N. The contract of sale and/or closing agreement between the City and the Developer shall contain a provision governing the maximum annual rent increases for each unit, which shall be no greater than two percent per year for a period of five years calculated from each unit's initial lease date.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into an Agreement for Sale of Land for the above mentioned transaction provided such agreement contains the terms contained herein together with such other terms and conditions which the Mayor and the Corporation Counsel shall deem appropriate, and the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER _____.

**ORDINANCE AMENDING §13-269
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES
AND TRAFFIC"**

(O-22-06)

INTRODUCED BY COUNCILMEMBER MENIST:

BE IT ORDAINED, by the Common Council of the City of Poughkeepsie, as follows:

SECTION 1: §13-269 is hereby amended by the following addition:

Section 13-269 Handicapped parking areas designated.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as handicapped parking areas and are to be utilized only for the purpose set forth in this Article:

Franklin Street, South side, beginning 400 feet East of its intersection with Lincoln Ave and continuing East for a distance of 20 feet, for one-parking space

SECTION 2: §13-269 is hereby amended by the following addition:

Section 13-269 Handicapped parking areas designated.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as handicapped parking areas and are to be utilized only for the purpose set forth in this Article:

Whinfield Street, South side, beginning 185 feet East of its intersection with Albany St and continuing East for a distance of 20 feet, for one-parking space

Whinfield Street, North side, beginning 185 feet East of its intersection with Albany St and continuing East for a distance of 20 feet, for one-parking space

SECTION 3: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underline and Bold

**ORDINANCE AMENDING §13-172
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-22-##)

INTRODUCED BY COUNCILMEMBER FLOWERS:

BE IT ORDAINED, by the Common Council of the City of Poughkeepsie, as follows:

SECTION 1: §13-172 is hereby amended by the following addition:

Section 13-172 One-way streets designated.

The following streets or parts of streets are hereby designated one-way streets;
and when appropriate signs giving notice thereof are erected, no vehicle shall pass
over said streets except in the direction indicated:

**Dutcher Place from Smith Street to Bement Ave, except in an easterly
direction.**

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underline and Bold

Communication From the Public Arts Commission Regarding the Waryas Park Whale Sculpture

November 7, 2022

“Save the Whale” Project

- A BRIEF HISTORY OF THE SCULPTURE**
- THE “SAVE THE WHALE” FOCUS GROUP**
- SETTING THE WHALE FREE**

A more detailed view of the history of this effort and our conclusions is online: **pkgoarts.org/save-the-whale**

Jeff Aman - Chair, City of Poughkeepsie Public Arts Commission

“Save the Whale” Project

“A Community and It’s Whale”

- Concept by artist Judy Sigunik, circa 2000
- Project contract with the City of Poughkeepsie, 2001, \$24,000
- Fabrication of whale structure and decorative tiles, 2001-2002
- Dedication led by Mayor Collette LaFuernte, October 25, 2002



Photos provided by Mary Flad

“Save the Whale” Project

The Original Concept

- Placement on site of the Poughkeepsie Whaling Co., 1832 - 1842
- Public education about the Poughkeepsie whaling industry
- Community participation, youth engagement in art, and more
- A living, interactive artwork engagement
- Educational signs on environment and conservation not implemented

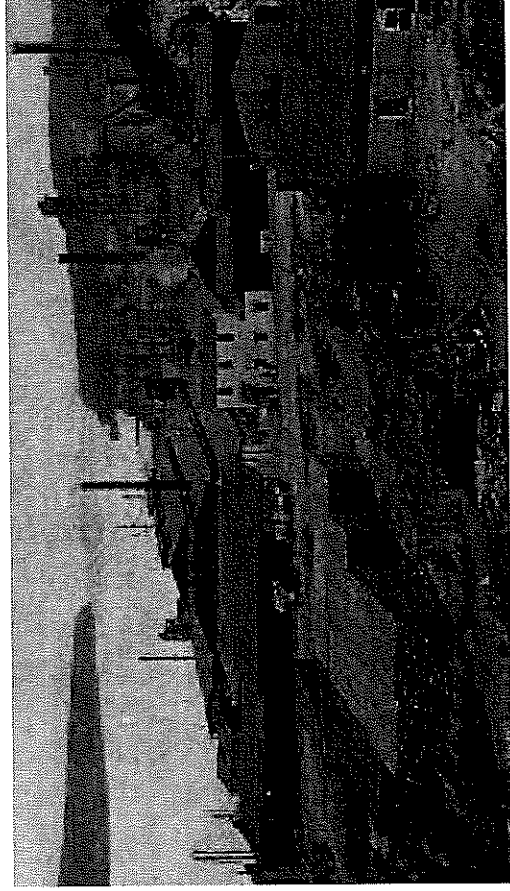
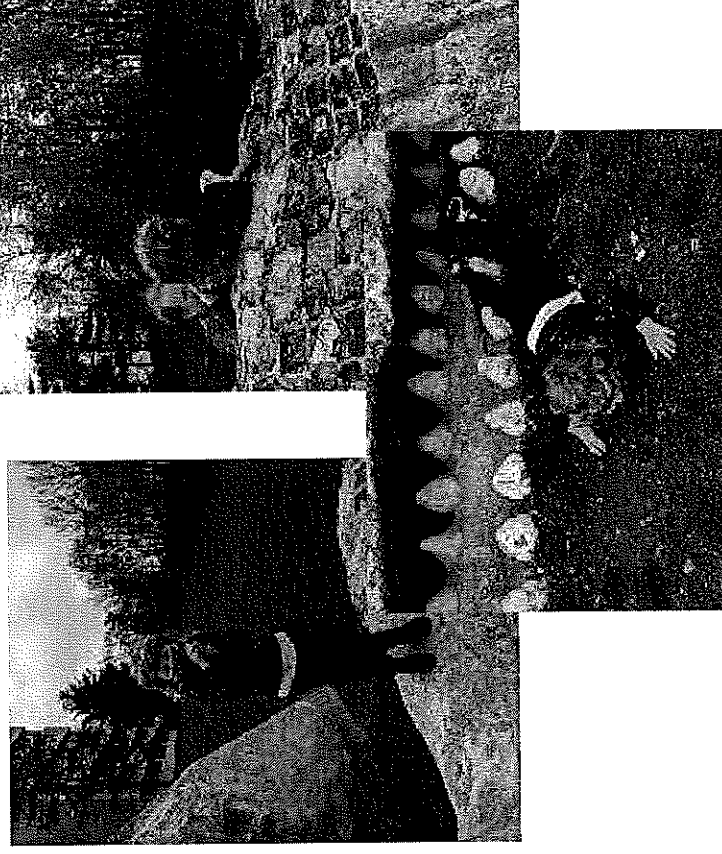


Photo from Poughkeepsie Public Library Local History Room of the Poughkeepsie Glass Co. on the site of the Dutchess Whaling Co. extracted from a June 13, 2017 Poughkeepsie Journal article written by Anthony Musso.



Photos provided by Laura Russell, April 2021

“Save the Whale” Project

Gradual Degradation, 2003 - Present

- Many tiles have broken off, some leaving sharp edges
- Structural cracks in all three sections
- Masonry eroded, exposing underlying chicken-wire
- Small portion of tail section collapsed
- Not really safe for children to climb on...



Need for action brought to Arts Commission attention November 2020

- Administrator Nelson requested Arts Commission investigation and proposal
- Examined by City of Poughkeepsie inspector George McCann 11/30/20
- Deemed unsafe, signs put up, given time to investigate and propose resolution

Save the Whale Focus Group Formed, February 2021

- Jeff Aman
- Linda Marston-Reid
- Mary Flad
- Ellen Sigunik
- Rachel Saunders
- Diana Salsberg

We started with good intentions...

- Assumed that if nothing was done, it would need to be torn down
- Early investigation as to how it was constructed, with an intent to do restoration
- Initial estimate from artist/mason of around \$15k to repair/restore the surface
- Applied for and were approved for \$15K in ARPA funding

“Save the Whale” Focus Group

Initial Research...

- Went through Judy Sigunik's folders, photos, videos, etc.
- Restoration estimate by Judy in 2011 was \$49,000
- No conservation was performed over 20 year life
- Hollow masonry on bare ground in waterfront climate is not a good idea

And over the next 15 months...

- Multiple masons, some with decades of exterior sculpture experience
- Multiple contractors, one with heavy lift experience
- Four engineers, one structural engineer
- Two architects

And the entire time, the whale was whispering “set me free”

- All 3 sections need to be set on concrete pads
- Heavy lift to pick up sections, probability of breakage very high
- Remove all tiles, fix cracks, multiple coats of structural masonry
- Restoration estimates well over \$100,000 with very low probability of success

Focus Group Conclusions

- Full restoration too expensive, with no guarantees
- Partial restoration would only buy a few years, with no guarantees
- Several of the cracks have grown this year... **it's time to set it free**

Course of action

- Conclusions reviewed and approved by the Arts Commission
- Recommendation approved by City Administrator conditioned on commissioning a 3D scan and preservation of some tiles
- Sculpture removal and site remediation expected before snowfall

A potential future project...

- Build a replacement, maybe just 3D Print the tail section
- Masonry coating, mounted on concrete pad, youth arts program
- Commemorative plaques: whaling, the environment, and Judy Sigunik
- Decorate plaques with salvaged tiles

Lessons Learned

When considering new public art

- How long would you like the artwork to last and how long will the artwork actually last?
- Will the artwork pose any type of risk to the public?
- If outside, will the artwork stand up to the elements?
- Who will be responsible for periodic evaluation and maintenance?
- If the artwork becomes damaged or in need of repair, who will do the repairs and who will pay?
- If the artwork reaches end of life or needs to be removed, who removes it, and who pays to restore the location?
- What are the artist rights, and are rights specified in a contract?

This is not intended to scare people away from desiring public art, we just need to think of these questions before jumping into situations that are costly in the future.



Cory Ross Dalmata
Daniel P. Maloy
Christopher R. Burke

DELORENZO, GRASSO & DALMATA, LLP

A Limited Liability Partnership Serving the Capital Region since 1945

Thomas E. DeLorenzo 1935-2018
Nicholas J. Grasso 1923 - 2022
John R. Massaroni 1954-2017
John N. Grasso 1947-1993

October 18, 2022

City of Poughkeepsie
Attn: city Chamberlain's Office
62 Civic Center Plaza
Poughkeepsie, NY 12601

***Re.: BIANCA DUBOIS individually and as parent and Natural Guardian of A.C v.
Poughkeepsie City School District and The City of Poughkeepsie***

Dear Sir/Madam:

Enclosed please find a Notice of Claim in regards to the above mentioned matter.

Thank you.

Very truly yours,
DeLorenzo, Grasso & Dalmata, LLP.

Victoria L. Wienclawski

Victoria L. Wienclawski
Legal Assistant to Cory R. Dalmata, Esq.

CRD/vw/51149
Enclosure.

SENT CERTIFIED MAIL



A Tradition Of Excellence

7972 OCT 21 PM 2:56
CITY OF Poughkeepsie
CITY CHAMBERLAIN'S OFFICE

In the Matter of the Claim of:

BIANCA DUBOIS Individually and as Parent
and Natural Guardian of A.C.,

Claimant,

-against-

NOTICE OF CLAIM

POUGHKEEPSIE CITY SCHOOL DISTRICT and
THE CITY OF POUGHKEEPSIE

Respondent.

TO: Poughkeepsie City School District
Columbus School
18 South Perry St.
Poughkeepsie, NY 12601

City of Poughkeepsie
Attn: City Chamberlain's Office
62 Civic Center Plaza
Poughkeepsie, NY 12601

PLEASE TAKE NOTICE that the claimant, Bianca Dubois, hereby makes a claim and demand against you as follows:

PLEASE TAKE FURTHER NOTICE that, in support hereof, the claimant, Bianca Dubois individual and as parent and natural guardian of A.C., hereby claims the following:

1. **The Name and post office of each claimant and his attorney is:**
 - a. **Claimant:** Bianca Dubois, 10 Rinaldi Blvd, Poughkeepsie NY 12601.
 - b. **Attorney:** DELORENZO, GRASSO & DALMATA, LLP (Cory R. Dalmata, Esq. of counsel) 670 Franklin Street, Suite 100, Schenectady, New York, 12305 (518) 374-8494.
2. **The Nature of the claim:**
 - a. Personal injuries, sustained by the minor child A.C., and the Claimant loss of wages necessitated to stay home and care for the minor child, loss of

companionship of the minor child as a result the negligence, malfeasance and non-feasance of Respondents as described below.

3. The time when, place where and manner in which the claim arose:

- a. The within claim arose at approximately 12:00 pm on September 13, 2022 on the exterior blacktop basketball court at the S.F.B. Morse School located at 101 Mansion St., Poughkeepsie, New York 12603. The claim arose when the child A.C. was caused to slip and fall during the recess period when the children were allowed to run and play on wet blacktop following a recent rain fall. The water on the blacktop causing the surface condition to be significantly more slippery and dangerous than would be an anticipated and reasonable surface upon which children would be allowed to run. Do to the dangerous condition of the surface and the negligent and improper supervision of the children at that time and on that surface the minor child was caused to slip and fall sustaining serious personal injuries including but not limited to breaking both of his legs.
- b. The accident took place due to, *inter alia*, the negligence of the Respondents and their agents, servants and/or employees, and the agents, servants, teachers and/or aides of the Poughkeepsie City School District and S.F.B. Morse Elementary School in so negligently and carelessly maintaining the areas, structures, buildings, equipment, walkways, sidewalks, floors, and property such that a dangerous and defective condition was caused and/or allowed to exist, and, allowing the children for whom said agents, servants, employees, teachers and/or aides were entrusted to care for to engage in dangerous

activities on unsafe surfaces on the concrete basketball court at 101 Mansion Street, Poughkeepsie, New York when the Respondents knew, or should have known, of said dangerous and defective condition, and the engaging in dangerous activities upon said slippery surface and did, in fact, fail to correct and/or make safe said surface area, supervise said children or curtail the dangerous activities in which the children were engaged thereby causing the injuries to the claimant herein.

4. The items of damage or injuries claimed are:

- a. The infant claimant sustained the following severe and permanent injuries, which include but are not limited, two broken legs, Tibia and Fibula Proximal causing him great pain and suffering, discomfort and a shock to his nervous system, and that said claimant of necessity, sought and obtained medical care and treatment and will have to obtain further medical care and treatment in the future, and that said claimant has incurred medical and other expenses and will likely incur additional expenses in the future and has been unable to perform his normal activities for a considerable period of time. The claimant sustained loss wages necessitated in foregoing employment to tend to the infant claimant.
- b. The infant claimant's injuries are continuing and will require further treatment and consultation;
- c. The full nature and extent of each of the claimant's injuries are presently unknown, and claimant reserves the right to introduce in the future, evidence of such additional injuries and items of damage.

5. This claim by the claimant, Bianca Dubois on behalf of her infant child A.C., and ~~has~~ has been made within ninety (90) days of the date of the accrual of the cause of action.

WHEREFORE, the claimant, Bianca Dubois, respectfully requests, that the Respondents, Poughkeepsie City School District and The City of Poughkeepsie honor and pay the claim brought by the claimant herein.


Bianca Dubois

VERIFICATION

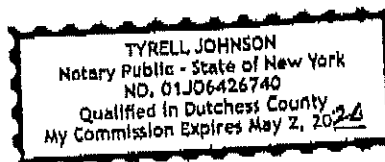
STATE OF NEW YORK)
COUNTY OF Dutchess) ss.:

Bianca Dubois, being duly sworn, deposes and says: that deponent is the claimant in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to claimant's own knowledge, except as to those matters therein state to be alleged upon information and belief, and, as to those matters, claimant believes them to be true.

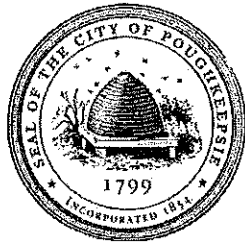

BIANCA DUBOIS

Sworn to before me this
14 day of October, 2022.


Notary Public/ Comm. Of Deeds







THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, October 17, 2022, 6:30 p.m.

Common Council Chambers

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie Common Council the date is October 17, 2022, and the time is 6:30 pm.

I'd like to acknowledge that we are gathered, wherever we are, on the traditional territory of the Lenape people and this territory was a critical resting place along a popular trade route for people of the Lenape Nation and other cultures as is evidenced in the earliest derivation of the name 'Poughkeepsie' with an indigenous string of words, U-puku-ipi-sing, that, when translated, means 'reed-covered lodge by the little water place' or resting place.

Let's all recite the pledge of allegiance.

I. ROLL CALL: 7 present, 1 absent (Councilmember Johnson late arrival)

II. REVIEW OF MINUTES:

**Special Informational Meeting – October 3, 2022
Common Council Meeting – October 3, 2022**

**Motion to accept the minutes: Councilmember Long
2nd: Councilmember Thompson**

III. READING OF ITEMS by the City Chamberlain of any items not listed on the printed agenda.

-NONE-

IV. PUBLIC PARTICIPATION

1. **Justin Newmon – 147 Union St. (For the Many)**
2. **Nick Kalogris – 14 Maryland Ave.**
3. **Ezra Weissman, 167 Union St. (For the Many)**
4. **Nanette Koch, 127 S. Hamilton St.**
5. **Gus Kazolias, 47 Noxon St.**
6. **Laurie Sandow, S. Grand Ave. - submitted written comments**

Laurie Sandow comments, City of Poughkeepsie Common Council meeting, October 17, 2022, Page 1 of 2

Well, I'll start by saying that we're back to the nonsense, which you can see by the signatures on the sign-up sheet, where a person from an organization—in this case "For the Many"—comes in and signs a bunch of names to the speaker's list, including the addition of some people who weren't even in the room at the time that their names were added. As far as the resolution they're discussing, no one in the public has seen that resolution, and I'm not even sure whether all the council members have seen that resolution.

I'll begin tonight's comments by saying that this Council, at its September 6 meeting, approved a Comprehensive Plan that not only lacked in specifics but also approved an absurd citywide SEQRA Environmental Neg Dec [NY State Environmental Quality Review Act Negative Declaration]. In that same meeting, Natalie Quinn said she was aiming to have the zoning code done by the end of the year; that she expected to start getting draft revisions to the Council in October; that she'd formed an unnamed zoning committee—which she falsely claimed to be a subsection of the PK4Keeps steering committee; and that she'd try to have one-on-one conversations with council members to see what issues were coming up with them and their wards.

Taking a closer look at Quinn's statements:

—Does this Council intend to require Quinn to take part in one or more taped and webcast meeting(s) held in front of the public, where Quinn explains zoning revisions on the record and answers the public's questions about those plans?

—Has Quinn held any one-on-one sessions with councilmembers and which, if any, members have communicated those zoning plans to their constituents?

—Is this Council aware of the recent, magically adjourned ZBA and Planning Board applications, and whether insider information about revised zoning might be playing a part in the applicant's requests for adjournments?

—Why, on September 6, did not a single councilmember ask Quinn to name the members of her so-called ad hoc committee?

—After I asked their names at the October 3, 2022, Informational Meeting, it turned out that three of the five were never PK4Keeps Steering Committee members. How do Natalie Quinn; two Dutchess County Planning staff members Paul Hesse and Heather LaVarnway; Councilmember Evan Menist; and Hudson River Housing Director of Real Estate Development Mary Linge—every one of them white and self-interested—qualify as ad hoc committee members?

Mary Linge's conflict of interest on the zoning committee speaks for itself. So let's turn to another committee member: the County's senior planner Heather LaVarnway. In a June Times Union article about the Wallace Campus, LaVarnway declared the pushback against the Wallace Campus as an example of "not in my backyard" NIMBYism.

[<https://www.timesunion.com/hudsonvalley/news/article/wallace-campus-poughkeepsie-17241185.php>]

"It's a common dichotomy," she said, "people can usually understand the need for affordable housing in the abstract, but often react negatively when such a project is proposed in their community." Underlining the audacity of LaVarnway's finger-pointing is that she doesn't live in Poughkeepsie, she lives in Millbrook, where the 2000 Census reported Millbrook's racial makeup as 95.9% white, 2.7% African American, 0.2% Asian, 0.3% from other races, and 1% from two or more races.

What does this Council intend to do about Quinn's self-serving subcommittee?

Short on time, I'll conclude by saying that the level of lies, distortion, cover-ups and backroom deals in this City is endlessly mindboggling. Eighth Ward Councilmember Megan Deichler, who has zero relationship with her constituents, denies a pay-to-play connection with the organization "For the Many", yet posts a Facebook link for candidates seeking that organization's support. The Mayor skips the Informational Meeting, which he's legally obligated to attend; Natalie Quinn claims she posted a Bonura walk-on when she didn't; and Corporation Counsel Rebecca Valk defends violations of Open Meetings Law by advising the public that their legal remedy is to file an Article 78 paid from their own pockets. Given enough time during public comments, this list would continue much longer.

7. Laura Forman, 66 Washington St.

8. Daniel Atona – College Ave. (For the Many)

V. CHAIRPERSON'S COMMENTS AND PRESENTATIONS

Chairwoman Cherry: Since we do have quite a few members of the public present in lieu of my comments tonight, I'm going to move up the presentation from the redistricting commission.

So can I call up Tom Lawrence and members of the commission? So this this commission

was required by charter. It's supposed to be in line with the census data that we received the most recent 2020 census. So tonight, they will be giving their report and recommendations. And immediately after that, we will schedule a public hearing for the members of the public to provide feedback. But at this time, the council members will be the only ones asking questions.

1. PRESENTATION FROM THE REDISTRICTING COMMISSION, Report and Recommendations of the 2022 Redistricting Commission

VI. MAYOR'S COMMENTS

Mayor Rolison: As you know, we released the 2023 budget proposal to the council on Friday. And we look forward, of course, to working with all of you to review and ultimately, I hope for your approval on the budget. I want to thank Dr. Martinez and the finance team, along with the department heads and our employees for working together on this budget. They're never easy. However, we believe this is a good budget for the city. We're proud of it. And we will continue to, you know, try to put additional resources into programs and initiatives that the city wants and you all want. And also, at the same time, looking at the bottom line, running at the cap with lowering tax rates because we have to stay under the cap.

We're also including the American rescue plan funds in the budget next year, as we did this year. Some of the key areas that we have tried to concentrate on is obviously new technology for the city as a whole of vehicles, for the police department and department of public works equipment purchases also wards specific initiatives for you and the council as we did in the 2022 budget. And one of the biggest things and I had mentioned it is the modernization of rates for the city's I.T. infrastructure, which is which has been needed, and we hope to accomplish that over the next year. Four new firefighter positions, which represents the growth in the city and also anticipating retirements from the department next year. Also replacement upgrades to all of the fire gear and the turnout gear for all the members of the fire department and. Also looking at again the continued improvements to the park system youth grant program and also additional funding in support of the arts and other things as well. We had a really exciting opportunity that we were able to put together very quickly with the county and the United States National Soccer Foundation and Tyler Adams, a Roy C Ketcham graduate who is a professional soccer player.

We were approached just a few months back about unused tennis court space at Pulaski for what you call a mini pitch arena with the county, county and the foundation and the city, along with Tyler Adams and Target contributing to a facility down there, approximately 250 to \$300000. It was dedicated last week. If you haven't had a chance, at some point, you should check it out. It is really it is breathtaking what we've been able to do down there with the help of so many others. And we've upgraded the

tennis court next to the mini pitch arena for pickle ball. It's changed the dynamics and the landscape of the back end of a Pulaski Park down in the first ward. I really want to thank the Department of Public Works because they did so much to get that site prepped for this facility to be placed on the court. And then also the renovation of the remaining two tennis courts for both tennis and pickle ball. So that was a great event, students from high school there or in others that really showed up there and were very just absolutely blown away by how this looks and everybody's been playing down there.

So it's really it's really been good. And also, you know, we had the Latino outreach event with Julie Molina, who was our new bilingual PIO with the school district. A change point the other night, I guess that went really well. Paving talked about it. We have contractors back in the city. They just did part of Street. The rest of is going to be done. They're going to go around the park. So mention will be continually done from essentially by the post office all the way out to Corlies Avenue. Also to be finished this year, North Clinton from College Hill to the arterial will be done. South Avenue is to be done. A Barnard Avenue is to be done. And then the parking lot at Spratt Park. These are the 2223 initiatives. And we'll be obviously looking again in 23 to continue maybe a project or two that will go in over to 23. But that is the list as of today and it's going to be completed.

We had an award ceremony for our Poughkeepsie City firefighters. Ten members of the department were cited for life saving, save the lives of ten individuals here in the city. Which shows you a professionalism and dedication, but also to the response time to get our firefighters on scene, along with other first responders to take immediate action to save lives. And they're doing that on a daily basis. Friday, the 28th, from 3 to 6 Pershing Avenue, which will be the dedication of the new park, along with a harvest festival that will be going on in conjunction with all the partners that are part of the Pershing Avenue Restoration Project. Malcolm X restoration is in full swing as determined by their contractors there and making good progress on that. That, I believe, is my report.

VII. NEW & UNFINISHED BUSINESS:

~~VIII. — REPORTS OF COMMITTEES AND BOARDS:~~

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

Chairwoman Cherry left the meeting at 8:31pm and Majority Leader Menist conducted the meeting until adjournment.

A motion to move item R-22-75 to the Action Agenda was made by Councilmember Long and seconded by Councilmember Thompson.

1. R-22-74, Resolution Appointing Brianna Charter to the Public Arts Commission

RESOLUTION
(R-22-74)

INTRODUCED BY CHAIR CHERRY _____ :

WHEREAS, in accordance with New York General Municipal Law, the Common Council of the City of Poughkeepsie is authorized to make appointments of City residents to serve on the board of the City of Poughkeepsie Public Arts Commission; and

WHEREAS, the members of the Public Arts Commission serve at the pleasure of the Common Council; and

WHEREAS, it is in the best interest of the City of Poughkeepsie and its citizens that the Public Arts Commission have a full complement of members in order to properly conduct the business required of the Public Arts Commission; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the following individuals to the City of Poughkeepsie Public Arts Commission, to serve at the pleasure of the Common Council for a term ending **7/31/2025**:

Brianna Charter

SECONDED BY _____.

R-22-74			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Chairwoman Cherry	Voter	☐	☐	☐	☒

2. ~~R-22-75, Resolution Setting a Public Hearing for the Proposed Adoption of the City of Poughkeepsie Redistricting Plan Pursuant to section 2.10 of the City Charter~~

X. ORDINANCES AND LOCAL LAWS:

ACTION AGENDA:

XI. MOTIONS AND RESOLUTIONS:

A motion was made by Councilmember Long to table R-22-76 date specific to November 7th and seconded by Councilmember Johnson.

1. R-22-76, Resolution Accepting a Grant from New York State Parks, Recreation and Historic Preservation for Reconstruction of Pulaski Park Pool House and Facilities

R-22-76						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Chairwoman Cherry	Voter	☐	☐	☐	☒

A motion was made to receive and print by Councilmember Long by Councilmember Flowers.

2. R-22-77, Resolution Setting a Public Hearing Resolution Introducing Local Law Amending Section 9-68 Of The City Of Poughkeepsie Code Entitled "Solid Waste Collection Fees"

**RESOLUTION
(R-22-77)**

RESOLUTION INTRODUCING LOCAL LAW AMENDING SECTION 9-68 OF THE CITY OF POUGHKEEPSIE CODE ENTITLED "SOLID WASTE COLLECTION FEES"

INTRODUCED BY COUNCILMEMBER MENIST:

BE IT RESOLVED that an introductory Local Law entitled, "LOCAL LAW AMENDING SECTION 9-68 OF THE CITY OF POUGHKEEPSIE CODE ENTITLED "SOLID WASTE COLLECTION FEES" be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Monday, November 21st at 6pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER _____ .

R-22-77						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Chairwoman Cherry	Voter	☐	☐	☐	☒

A motion was made to pull agenda item R-22-75 by Councilmember Shook and was seconded by Councilmember Long.

R-22-75, Resolution Setting a Public Hearing for the Proposed Adoption of the City of Poughkeepsie Redistricting Plan Pursuant to section 2.10 of the City Charter

XII. ORDINANCES AND LOCAL LAWS:

XIII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. ~~PRESENTATION FROM THE REDISTRICTING COMMISSION, Report and Recommendations of the 2022 Redistricting Commission~~**
- 2. COMMUNICATION FROM COUNCILMEBERS MENIST AND LONG**
Regarding Handicapped Parking spaces on Franklin Ave. and Whinfield Ave.
- 3. COMMUNICATION FROM FINANCE COMMISSIONER DR. MARTINEZ,** Regarding Joint Water Board & Capital Planning
- 4. COMMUNICATION FROM FINANCE COMMISSIONER DR. MARTINEZ,** Regarding ARPA-funded façade improvement program
- 5. COMMUNICATION FROM CITY ADMINISTRATOR NELSON**
Approving the amendment of the lease agreement with Scenic Hudson at Pershing Park to remove 0.2 Acres

A motion was made to defer the below communications/petitions to Corporation Counsel by Councilmember Thompson and was seconded by Councilmember Long.

- 6. FROM THE TOWN OF POUGHKEEPSIE,** a notice of property damage sustained on August 12, 2022.
- 7. FROM GINO'S PIZZA & RESTAURANT INC.,** a notice of intent to renew a NYS liquor license.
- 8. FROM POUGHKEEPSIE ICE HOUSE INC.,** a notice of claim sustained on August 9, 2022.
- 1. FROM KATHERINE A. LOJA,** a notice of personal injury sustained on September 12, 2022.

XIV. ANNOUNCEMENTS:

A motion was made by Councilmember Long and seconded by Councilmember Thompson to adjourn the meeting at 9:44pm.

Dated: October 28, 2022

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, October 17, 2022.

Respectfully submitted,

Jasmin Nicole Davis
City Chamberlain

Special Informational Meeting Minutes of Wednesday, October 19, 2022



THE CITY OF POUGHKEEPSIE
NEW YORK
SPECIAL COMMON COUNCIL
MEETING MINUTES

Wednesday, October 19, 2022 6:00 pm Common Council Chambers

Chairwoman Cherry called the meeting to order at 6:00 p.m.

- I. Welcome
- II. Pledge of Allegiance
- III. Roll Call
- IV. Public Participation
 1. Laurie Sandow – S. Grand Ave.
(submitted written comments)

Before I begin, it's necessary to say that agenda posted for tonight's meeting is shameful, as had more citizens known that they could comment, I think more citizens would have been in the room to do that.

Why do I have prepared comments for tonight? Because I'm familiar with the City Charter—a document that, along with so much else, seems foreign or irrelevant to many Councilmembers: Extracting from Section 2.04 of the City Charter:

Paragraph (b) provides the right to call a special meeting under certain circumstances, and says, specifically: **"No action shall be taken at any special meeting upon any matter not specified in such written notice."**

Paragraph (d) says, specifically: **"In addition, each regular or special meeting of the common council shall include a period during which any member of the public in attendance may comment upon any aspect of city governance."**

The notice for tonight's meeting did not specify its purpose in writing, and the posted agenda did not provide for public comments. Any last-minute addition or action tonight will violate not only the City Charter, but also the Open Meetings Law requirement that records to be discussed at a meeting be made available and posted online at least 24-hours before the meeting.

Sarah Salem's resignation has flung wide open a long-recognized, but long-denied window on this Council's dysfunction and internal division, as well as a long overdue opportunity for this Council's members to bring ethics, transparency, democracy and accountability back to this Council's sinking ship. We're about to find out whether this Council loves its power and dysfunction more than its obligation to public service.

While there's not a single member on the current Council who regularly, or even irregularly, informs and consults their constituents before or after Council meetings, or before or after Council decision-making, at least one member has recently taken it upon themselves to leak information about behind-closed-door squabbling regarding selection of a new Council Chair. According to those leaks, published in the Mid Hudson News on September 28, some Council members supported Natasha Cherry's offer to occupy the Council Chair seat through the budget process and the end of 2022, while other members did not support or outright objected. How or why? The master manipulators and puppets on this Council have not yet said, at least not in public.

Looking at the list of applicants printed in a different Mid Hudson News article, I will not mince my words: I don't know, and have never seen or heard of some of those named. But I specially recognize at least two—Chris Petsas and Sakima McClinton—who have previously held seats on this Council. As soon as each one lost their seats of power, they disappeared into the woodwork. Now, Petsas and McClinton—having everything to do with power, and nothing to do with devotion to public service—are each vying for chairmanship. Purely in the interest of their own political greed, even to the extent of opportunistically flip-flopping their political party designations in the most recent election—yet still being resoundingly rejected by the voters of this City—they seek access to power through a path that will flip the bird to the will of the voters. At the last Council meeting, Evan Menist, the Council's own elected Majority leader, demonstrated how even a person in office for a second term was ill-equipped and unsuited to Chair this Council body. If the members of this Council move tonight to fill this vacancy with either of the opportunistic candidates, Petsas or McClinton, or any other person who's avoided or failed at testing themselves with voter approval, they will have committed a grave disservice, if not an outright crime, against the residents of this City.

Section 2.04: Regular and Special Meetings; Minutes; Quorum; Voting; Open Meeting Rule; Vacancy in Office of Chairperson

(a) The common council shall conduct its regular meetings at least twice each calendar month at a time and place to be determined by its rules. The council chair or another person serving as chairperson, the mayor, or any other three councilmembers, may call a special meeting of the common council by written notice served personally upon all its members, or left at their places of residence within the city, at least twenty-four hours prior to the proposed date and time of each such meeting, but service of said notice may be waived by the unanimous consent of all councilmembers. No action shall be taken at any special meeting upon any matter not specified in such written notice. The council chair, or in the event of his or her absence the vice-chairperson, shall set the agenda for, and serve as chairperson at, all meetings of the common council including the organizational meeting pursuant to Section 2.03 of this charter. The city chamberlain, or his or her deputy, shall serve as recording secretary at all meetings of the common council and shall record, transcribe and maintain all minutes of its proceedings, which minutes shall be and remain available for public inspection during all regular business hours of the city chamberlain.

(d) All meetings of the common council and its committees shall be open to the public except those that are closed pursuant to the provisions of the public officers law of the state of New York. Prior to submitting any proposed legislation to a vote of the common council at any regular or special meeting, the person serving as chairperson shall suspend the rules of the meeting upon such conditions as he or she may determine to permit comment upon such proposed legislation by any member of the public in attendance who wishes to be heard. In addition, each regular or special meeting of the common council shall include a period during which any member of the public in attendance may comment upon any aspect of city governance.

Special Informational Meeting Minutes of Wednesday, October 19, 2022

V. Adjournment for Executive Session

Dated: October 20, 2022

I hereby certify that this true and correct copy of the Minutes of the Special Meeting held on October 19, 2022.

Respectfully submitted,

**Jasmin Nicole Davis
City Chamberlain**