



COMMON COUNCIL MEETING

Monday, March 20, 2023
Common Council Chambers

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Special Informational Meeting – March 6, 2023
Common Council Meeting – March 6, 2023

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 & ANNOUNCEMENTS:

VIII. REPORTS OF COMMITTEES AND BOARDS:

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

X. ORDINANCES AND LOCAL LAWS:

- 1. LL-23-02, Local Law Amending Section 9-68 of the City of Poughkeepsie Code Entitled "Solid Waste Collection Fees"**
- 2. LI-23-03, Local Law Adopting the City of Poughkeepsie Redistricting Plan Pursuant to Section 2.10 Of The City Charter**

ACTION AGENDA:

XI. MOTIONS AND RESOLUTIONS:

- 1. R-23-29, Resolution Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds Therefore - Garden Street over Fall Kill Creek Bridge Replacement**

2. **R-23-30**, Resolution Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds Therefore - Washington Street Over Fall Kill Creek Bridge Rehabilitation

XII. ORDINANCES AND LOCAL LAWS:

XIII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **A PRESENTATION FROM JOULE ASSETS / COMMUNITY CHOICE AGGREGATION**, Regarding Hudson Valley Community Power
2. **FROM HANDSOME DEVIL LLC.**, a 30 day advance notice of intent to obtain a NYS Liquor License.
3. **FROM ANN MARIE SANFORD**, a notice of property damage sustained on or around March 2, 2023.
4. **FROM CARL MCLEOD**, a notice of personal injury sustained on or around February 19, 2023.
5. **FROM HOLLI ROBINSON**, a notice of property damage sustained on or around December 28, 2022.

XIV. ADJOURNMENT:

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

(LL-23-02)

INTRODUCED BY VICE CHAIR SHOOK _____ :

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law amending Section 9-68 of the City of Poughkeepsie Code entitled "Solid Waste Collection Fees," to provide as follows:

~~STRIKETHROUGH~~ INDICATES DELETION

BOLD and UNDERLINE INDICATES ADDED LANGUAGE

Section 9-68. Solid waste collection fees.

(a) *Annual determination of fees.* The Mayor as a part of the budget process shall propose the fees charged by the City for solid waste collection and disposal services annually. A schedule of the annual collection fees shall be approved by the City Common Council by resolution and maintained on file in the Commissioner's office and the office of the City Clerk.

(b) *Billing of solid waste collection fee.* The Commissioner of Finance shall bill and collect the solid waste collection fee from the responsible property owner. The solid waste collection fee shall be due and payable on January 1; however, a responsible property owner may elect to pay the solid waste collection fee in quarterly installments with 25% payable on or before **March 15**, 25% payable on or before **May 15**, 25% payable on or before **August 15** and 25% payable on or before **October 15**. **The Commissioner of Finance shall issue four (4) quarterly bills. Each quarterly bill, if paid before the quarterly due date, shall be without penalty.**

(c) *Interest on unpaid residential refuse fees.* If a residential refuse fee for each improved real property is not timely paid when due, interest shall accrue on such unpaid amount at the rate of 2% per calendar month or portion thereof, computed from the original due date until paid in full, and shall be collected at the time of payment or enforcement of such solid waste collection fee.

(d) *Levy of and lien on unpaid solid waste collection fee.* If a residential solid waste collection fee including interest thereon, is not fully paid on or before, December 1 of the calendar year for which

originally billed, the unpaid amount shall become a lien as of January 1 of the next succeeding year and shall accrue additional interest, be collected, and **may** be enforced in the same manner and at the same time as provided by law for City taxes due in such next succeeding year.

(e) *Exemptions:*

(1) Any person who because of age or disability shall qualify for exemption from City real property taxes based on an enhanced star exemption or low income tax exemption, shall be charged a reduced fee for solid waste collection and disposal services in **an amount to be determined on the schedule of annual collection fees pursuant to subparagraph (a).** **This reduced fee shall only apply to one dwelling unit in the case of multi-family properties.** (2) Any residential user eligible for STAR tax exemption from City real property taxes, upon demonstrating that only one unit of a two or three unit residential parcel is occupied as their residence, all other units being permanently vacant, after certification to the Commissioner and inspection, pursuant to regulations promulgated by the Commissioner and approved by resolution of the City Common Council, shall pay only the annual base unit fee.

(f) *For-profit mixed residential, multi-residential, and commercial users.* The annual fee shall be **in an amount to be determined on the schedule of annual collection fees pursuant to subparagraph (a) and shall be** based upon that user's proportional share of the cost of waste collection services not funded by ad valorem tax,. The Commissioner is authorized to negotiate fees pursuant to Section 9-64(g) of this chapter, based on volume and time requirements for collection, provided that such fees shall in all instances cover at a minimum the costs of providing the service.

(g) *Not-for-profit institutional users.* The annual fee shall be **in an amount to be determined on the schedule of annual collection fees pursuant to subparagraph (a) and shall be** based upon that user's proportional share of the total cost of waste collection services. The Commissioner is authorized to negotiate fees pursuant to Section 9-64(g) of this chapter, based on volume and time requirements for collection, provided that such fees shall in all instances cover at a minimum the costs of providing the service.

SECTION 2. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

SECONDED BY COUNCILMEMBER _____ :

**LOCAL LAW ADOPTING THE CITY OF POUGHKEEPSIE REDISTRICTING PLAN
PURSUANT TO SECTION 2.10 OF THE CITY CHARTER**

(LL-23-03)

INTRODUCED BY VICE CHAIR SHOOK:

SECTION 1. LEGISLATIVE HISTORY

The City of Poughkeepsie City Charter sets forth the process for redistricting at Sections 2.09 and 2.10. The Common Council appointed four members to the redistricting commission on April 4, 2022. Those four members then selected a fifth member to serve as the chair.

The Redistricting Commission submitted its proposed plan of redistricting on October 5, 2022. The Redistricting Commission presented its proposed plan to the Common Council on October 17, 2022. Pursuant to City Charter Section 2.10(b), the Common Council voted on November 7, 2022 to return the plan to the Redistricting Commission.

On November 15, 2022, the Redistricting Commission submitted a second map dated November 15, 2022 for the Council's consideration and the second map was discussed at the Council's meeting of November 21, 2022. After further study and review, the Council will be rejecting the Redistricting Commission's November 15, 2022 map.

The Common Council proposes to adopt the attached "Map 1B- Last Revised November 28, 2022" which builds upon the work of the Redistricting Commission but addresses concerns discussed by the Council at the meetings of October 17, 2022 and November 21, 2022.

A public hearing on the attached "Map 1B – Last Revised November 28, 2022" was held on January 23, 2023.

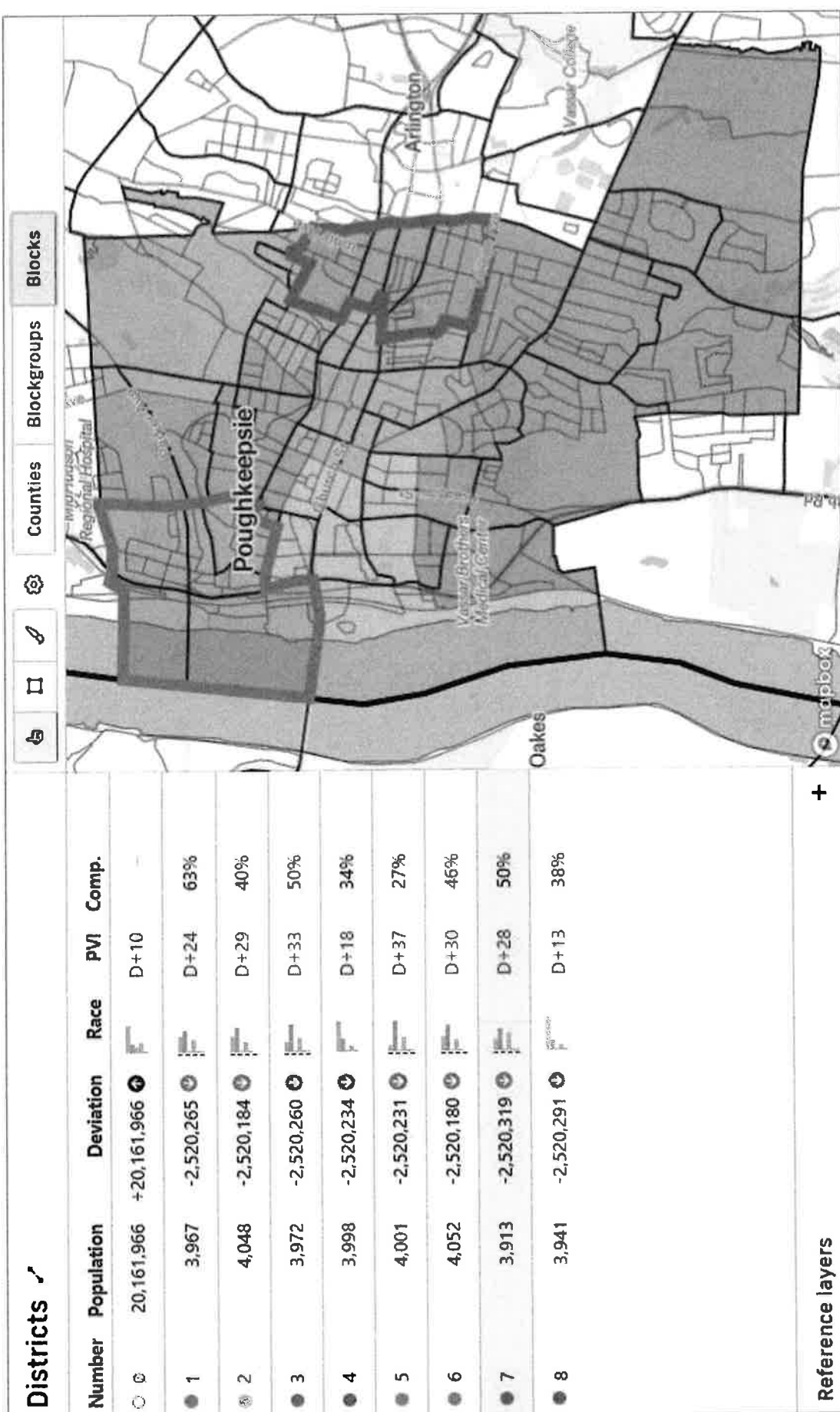
SECTION 2. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law adopting the City of Poughkeepsie Redistricting Plan pursuant to Section 2.10 of the City Charter and as set forth on the attached "Map 1B – Last Revised November 28, 2022."

SECTION 3. PERMISSIVE REFERENDUM. This resolution is subject to permissive referendum as required by the City and in accordance with Municipal Home Rule Law §24.

SECTION 4. EFFECTIVE DATE. This resolution shall take upon the expiration of the time period for filing a petition for permissive referendum pursuant to Municipal Home Rule Law and filing with the Secretary of State.

The map displays eight districts, each represented by a different color. The districts are numbered 1 through 8. The map includes labels for major roads like Highway 101, Highway 102, and Highway 103. It also shows various landmarks such as Vassar College, Vassar Brothers Medical Center, and Poughkeepsie. A legend at the bottom right indicates the color coding for the districts.

District	Number	Population	Deviation	Race	PV Comp.
1	1	20,161,966	+20,161,966		D+10
2	2	3,967	-2,520,265		D+24
3	3	4,048	-2,520,184		D+29
4	4	3,972	-2,520,260		D+33
5	5	3,998	-2,520,234		D+18
6	6	4,001	-2,520,231		D+37
7	7	4,052	-2,520,180		D+30
8	8	3,913	-2,520,319		D+28
Reference layers	+	3,941	-2,520,291		D+13

[illegible]

RESOLUTION
R-23-29

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

Garden Street over Fall Kill Creek Bridge Replacement

INTRODUCED BY VICE CHAIR SHOOK_____:

WHEREAS, a Project for the Garden Street over Fall Kill Creek Bridge Replacement (BIN 2262680) in the City of Poughkeepsie, PIN 8761.96 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 19-23, adopted by the City of Poughkeepsie on January 22, 2019, approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work.

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering and right-of-way incidental work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the preliminary engineering and right-of-way incidental work for the project; and

WHEREAS, the City of Poughkeepsie desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the right-of-way acquisition.

NOW, THEREFORE, the Poughkeepsie City Council, duly convened does hereby

RESOLVE, that the Poughkeepsie City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Poughkeepsie City Council hereby authorizes the City of Poughkeepsie to pay in the first instance 100% of the federal and non-federal share of the cost of the right-of-way acquisition work, and the additional preliminary engineering and right-of-way incidental work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$266,197 (\$689,197 minus the previous \$423,000) is hereby appropriated from Account 30-08-5110 7461 (Contract Ser-Engineering 19BRG.01) and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Poughkeepsie City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City

Administrator thereof, and it is further

RESOLVED, that the City Administrator of the City of Poughkeepsie be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Poughkeepsie with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Administrator the following municipal titles: Mayor, Commissioner of Public Works, City Engineer, and Commissioner of Finance are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

SECONDED BY COUNCILMEMBER _____ .

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

I, Jasmin Nicole Davis, Clerk 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 Common Council at a meeting duly called and held at City Hall on March 20. 2023 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 _____, 2023.

Clerk, City of Poughkeepsie



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

March 7, 2023

Mr. Richard L. DuPilka, P.E.
Project Manager
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

**RE: PIN 8761.96, (BIN 2262680) GARDEN STREET OVER
FALL KILL CREEK BRIDGEREPLACEMENT
CITY OF POUGHKEEPSIE, DUTCHESS COUNTY**

SUPPLEMENTAL AGREEMENT #1 – D036275

Dear Mr. DuPilka:

Attached is one (1) Supplemental Agreements to include the right-of-way acquisition funds and adds Marchiselli funds for the above-referenced project. One (1) executed copy of the agreement, along with one (1) individually signed signature page, **EACH with original signatures and notarizations, and one (1) certified seal-stamp resolution should be provided.** The complete package should be returned to this office. A sample resolution is included for your use.

As a reminder per Chapter 15, Administering Construction Contracts; Section 15.4.8 Civil Rights Reporting:

The Contractor and all subcontractors and suppliers will utilize New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Sponsor will monitor prime's payments to subcontractor and ensure that subcontractors are paid promptly per specifications. In addition, the sponsor is to monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements.

Your assistance in having the agreement approved by the Poughkeepsie City Council and signed by the City Administrator and City Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5731 or e-mail me at Giselle.gutierrez@dot.ny.gov.

Sincerely,

Giselle Gutierrez
Transportation Analyst
Region 8 Local Projects Unit

Enclosures

Sponsor: **City of Poughkeepsie**PIN: **8761.96** BIN: **2262680**Comptroller's Contract No. **D036275**Supplemental Agreement No. **1**Date Prepared: **3/7/2023** By: **gg**

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D036275 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and

City of Poughkeepsie (the Sponsor)Acting by and through the **City Administrator**with its office at **62 Civic Center Plaza, Poughkeepsie, NY 12601.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (check and enter the # phase(s) as applicable):
 - ☒ adding phase **ROW - A** which covers eligible costs incurred on/after **3/29/2022**
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☒ increasing funding for a project phase(s)
 - ☒ adding a pin extension
 - ☒ change from Non-Marchiselli to Marchiselli
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

- ☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- ☒ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019
- ☐ Amends a previously adopted Agreement by adding:
 - ☐ Appendix B M/WBE/SDVOB.
 - ☐ Retention Exhibit.
 - ☐ Other: _____
- ☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Poughkeepsie
 PIN: 8761.96 BIN: 2262680
 Comptroller's Contract No. D036275
 Supplemental Agreement No. 1
 Date Prepared: 3/7/2023 By: gg Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF DUTCHESS

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
 STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law ' 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.96**

OSC Contract #: <u>D036275</u>	Contract Start Date: <u>3/18/2019</u> (mm/dd/yyyy) Contract End Date: <u>8/30/2028</u> (mm/dd/yyyy) ☐ Check, if date changed from the last Schedule A						
Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 1							
Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Poughkeepsie Other Municipality/Sponsor (if applicable): _____ ☐ State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. <table style="width:100%; margin-top: 5px;"> <tr> <td>☐ Municipality:</td> <td style="text-align: right;">% of Cost share</td> </tr> <tr> <td>☐ Municipality:</td> <td style="text-align: right;">% of Cost share</td> </tr> <tr> <td>☐ Municipality:</td> <td style="text-align: right;">% of Cost share</td> </tr> </table>		☐ Municipality:	% of Cost share	☐ Municipality:	% of Cost share	☐ Municipality:	% of Cost share
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☐ Municipality:	% of Cost share						
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☐ Construction/CI/CS							
Work Type: BR REPLACE	County (If different from Municipality): Dutchess						
(Check, if Project Description has changed from last Schedule A): ☐ Project Description: (BIN 2262680) Garden Street over Fall Kill Creek Bridge Replacement, City of Poughkeepsie, Dutchess County							
Marchiselli Eligible ☒ Yes ☐ No							

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8761.96.121	Current	STP (80%)	\$624,000.00	\$499,200.00	\$93,600.00	\$31,200.00	\$0.00
	Old	STP (80%)	\$400,000.00	\$320,000.00	\$0.00	\$80,000.00	\$0.00
8761.96.221	Current	STP (80%)	\$42,582.00	\$34,065.00	\$6,388.00	\$2,129.00	\$0.00
	Old	STP (80%)	\$23,000.00	\$18,400.00	\$0.00	\$4,600.00	\$0.00
8761.96.222	Current	STP (80%)	\$22,613.00	\$18,090.00	\$3,392.00	\$1,131.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$689,195.00	\$551,355.00	\$103,380.00	\$34,460.00	\$ 0.00

- Description continued: The project consists of the replacement of the entire existing Garden Street bridge structure, including both abutments
- This Schedule A adds the right-of-way acquisition phases and funds.
- This Schedule A adds Marchiselli funding to the preliminary engineering and the ROW phase.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

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

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

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

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

**RESOLUTION
R-23-30**

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

Washington Street over Fall Kill Creek Bridge Rehabilitation

INTRODUCED BY VICE CHAIR SHOOK _____:

WHEREAS, a Project for City of Poughkeepsie, Washington Street over Fall Kill Creek Bridge Rehabilitation (BIN 2262670), PIN 8759.83 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Poughkeepsie desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the right-of-way acquisition work.

WHEREAS, Resolution No. R18-46 adopted by the City of Poughkeepsie on June 4, 2018 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work.

WHEREAS, it was subsequently found necessary to undertake additional right-of-way incidental and preliminary engineering work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional right-of-way incidental and preliminary engineering work for the project; and

NOW, THEREFORE, the Poughkeepsie Common Council, duly convened does hereby

RESOLVE, that the Poughkeepsie Common Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Poughkeepsie Common Council hereby authorizes the City of Poughkeepsie to pay in the first instance 100% of the federal and non-federal share of the cost of the additional preliminary engineering and right-of-way incidentals work for the Project or portions thereof; and it is further

RESOLVED, that the Poughkeepsie City Council hereby authorizes the City of Poughkeepsie to pay in the first instance 100% of the federal and non-federal share of the cost of the right-of-way acquisition work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$1,264,310 (\$1,799,310 minus the previous \$535,000)** is hereby appropriated from Account 30-08-5110 7469 (Contract Ser-Other19BRW.01) and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Poughkeepsie Common Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor thereof, and it is further

RESOLVED, that the City Administrator of the City of Poughkeepsie be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Poughkeepsie with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Mayor, the following municipal titles: Commissioner of Public Works, City Engineer, and Commissioner of Finance are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

SECONDED BY COUNCILMEMBER _____.

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

I, Jasmin Nicole Davis, Clerk 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 Common Council at a meeting duly called and held at City Hall on March 20. 2023 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 _____, 2023.

Clerk, City of Poughkeepsie

Sponsor: City of PoughkeepsiePIN: 8759.83 BIN: 2262670Comptroller's Contract No. D035976Supplemental Agreement No. 2Date Prepared: 3/1/2023 By: gg

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D035976 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")

and

City of Poughkeepsie (the Sponsor)Acting by and through the Mayorwith its office at 62 Civic Center Plaza, Poughkeepsie, NY 12601.

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

☐ amending a project description☐ amending the contract end date☒ amending the scheduled funding by:☒ adding additional funding (check and enter the # phase(s) as applicable):☒ adding phase ROW A which covers eligible costs incurred on/after 9/22/2022☐ adding phase _____ which covers eligible costs incurred on/after 1 1☒ increasing funding for a project phase(s)☒ adding a pin extension☒ change from Non-Marchiselli to Marchiselli☐ deleting/reducing funding for a project phase(s)☐ other (____)☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)☒ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Poughkeepsie
 PIN: 8759.83 BIN: 2262670
 Comptroller's Contract No. D035976
 Supplemental Agreement No. 2
 Date Prepared: 3/1/2023 By: gg Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF DUTCHESS

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
 STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

 For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law ' 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**NYSDOT/ State-Local Agreement - Schedule A for PIN 8759.83**

OSC Contract #: <u>D035976</u>	Contract Start Date: <u>7/10/2018</u> (mm/dd/yyyy)	Contract End Date: <u>4/1/2028</u> (mm/dd/yyyy)	☐ Check, if date changed from the last Schedule A
Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 2			
Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Poughkeepsie Other Municipality/Sponsor (if applicable):			
☐ State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.			
☐ Municipality:			% of Cost share
☐ Municipality:			% of Cost share
☐ Municipality:			% of Cost share
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☐ Construction/CI/CS			
Work Type: BR REHAB		County (If different from Municipality): Dutchess	
(Check, if Project Description has changed from last Schedule A): ☐			
Project Description: Washington Street over Fall Kill Creek Bridge Rehabilitation (BIN 2262670), City of Poughkeepsie, Dutchess County			
Marchiselli Eligible ☒ Yes ☐ No			

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8759.83.121	Current	STP (80%)	\$1,292,000.00	\$1,033,600.00	\$193,800.00	\$64,600.00	\$0.00
	Old	STP (80%)	\$508,000.00	\$406,400.00	\$76,200.00	\$25,400.00	\$0.00
8759.83.221	Current	STP (80%)	\$479,749.00	\$383,799.00	\$71,963.00	\$23,987.00	\$0.00
	Old	STP (80%)	\$27,000.00	\$21,600.00	\$4,050.00	\$1,350.00	\$0.00
8759.83.222	Current	STP (80%)	\$27,561.00	\$22,048.00	\$4,134.00	\$1,379.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,799,310.00	\$1,439,447.00	\$269,897.00	\$89,966.00	\$ 0.00

- [illegible]

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

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

Renewable Electricity Choices



Hudson Valley Community Power



a division of Joule Assets, Inc.



Overview

- Program savings
- What is Community Choice Aggregation?
- Benefits for Participants
- Central Hudson Role and Your Bill
- Who is Automatically Enrolled?
- Will CCA Affect Me?
- Next Steps
- FAQ
- Contact Info

HUDSON VALLEY COMMUNITY POWER

City of Poughkeepsie

This report reviews the impacts of the City of Poughkeepsie's participation in Hudson Valley Community Power including participation rate, environmental impacts, supply rate comparisons, and customer savings.

8,380

8,380 of the customers initially eligible participated in Hudson Valley Community Power.

Total customer savings

\$2.14 Million

The Hudson Valley Community Power fixed residential electricity supply rate was lower than Central Hudson's variable supply rate 10 out of 12 months, saving the City of Poughkeepsie's residents \$2.14 million.

61,500,000 KWH

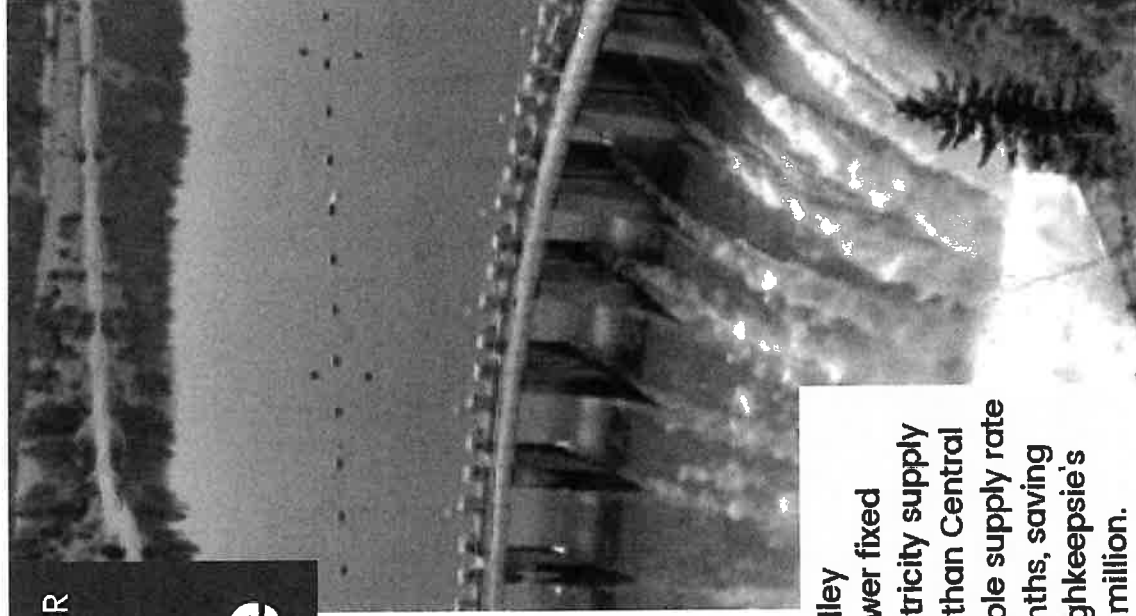
RENEWABLE ENERGY
CONSUMED

Poughkeepsie participants have used over 61.5 million kWh of 100% renewable electricity sourced right here in New York State.

6,910 METRIC TONS

CO₂e AVOIDED

Participants helped avoid over 6,910 metric tons of carbon dioxide equivalent emissions from what would have been produced using Central Hudson's default supply.



HVCP Program Savings 2020-21

Contract ended early in July 2022, due to the supplier defaulting on a payment with the NY grid operator, which required the supplier to return all customers to Central Hudson supply.

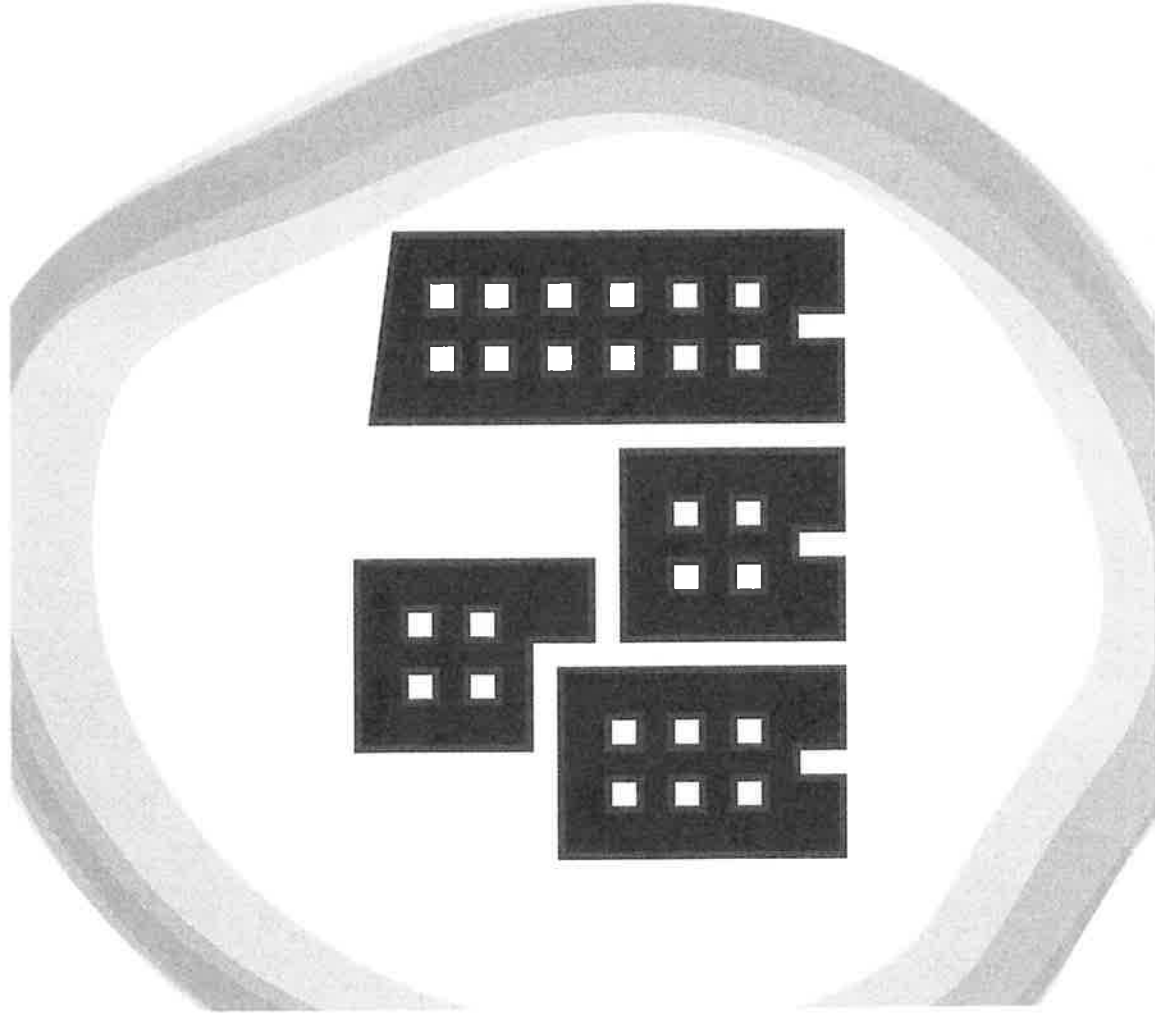
Municipality	Total Savings*
City of Beacon	\$651,800
City of Poughkeepsie	\$2,140,000
Town of Marbletown	\$614,590
Town of New Paltz	\$607,100
Town of Saugerties	\$971,230
Town of Red Hook	\$514,400
Town of Philipstown	\$941,380
Town of Clinton	\$418,760
Village of New Paltz	\$298,400
Village of Cold Spring	\$216,050

**Hudson Valley
Community Power's
first CCA program
launched July 2019.**

**During the most recent
contract, participants
collectively saved over
\$7 million while using
200 million kWh of 100%
NYS renewable
electricity supply.**



JOULE
COMMUNITY POWER
a division of Joule Assets, Inc.



WHAT IS COMMUNITY CHOICE AGGREGATION (CCA)?

Allows municipalities
to **aggregate**
energy demand and
negotiate bulk purchase
for eligible residents and
small businesses

What is Community Choice Aggregation (CCA)?

Shifts the selection of the default supplier from the state (the utility) to your local municipality

- 0 allows for the default choice to support renewable energy
- 0 competitive rates

CCA, an energy purchase program, authorized by the Public Service Commission in April 2016

Renewable Electricity Supply Benefits for Participants

- At least 50% Renewable Electricity as default
- Cost saving opportunity
- No individual contracts
- No exit fees at any time

Role of Central Hudson

With CCA, Central Hudson continues

to:

- **Deliver electricity**
- **Repair & maintain lines**
- **Bill customers**

Where On Your Utility Bill?

Where is CCA on
Central Hudson
utility bill?

Electricity Delivered (kWh)			761
Cost for Electricity Delivered (for 1.0 months)			
Basic Service Charge	1.0 Mos @	20.00	20.00
Delivery Svc Chg	761 kWh @	0.08349	63.54
MFC Admin Chg	761 kWh @	0.00183	1.39
Transition Adj	761 kWh @	0.00018	0.14
Bill Credit	761 kWh @	-0.00307	-2.34
SBC/RPS Chgs	761 kWh @	0.00633	4.82
Misc. Charges	761 kWh @	0.00452	3.44
RDM Chg	761 kWh @	-0.00881	-6.70
NYS & Local Taxes			2.79
Total Electricity Delivery Charges			\$87.08

ENERGY SUPPLY CHARGES: (You may choose another supplier for this part of your service)			
MFC Supply Chg	761 kWh @	0.00366	2.10
Market Price	761 kWh @	0.10363	59.38
Market Price Adj	761 kWh @	0.00169	0.97
Total Supply Charges			62.45
NYS & Local Taxes			3.00
Total Electricity Supply Charges			65.45

Electricity Supply - 3 lines

Payments and Adjustments

CENTRAL HUDSON Service			
COMMUNITY DISTRIB GENERATION CREDIT	APR 14	\$-81.01	
PAYMENT RECEIVED ELECTRONICALLY	APR 22	\$0.00	
CUSTOMER CREDIT-CONSOLIDATED BILL	APR 29	\$-1.43	
Electric Supplier: DIRECT ENERGY			
PAYMENT RECEIVED ELECTRONICALLY	APR 22	\$-20.36	

Solar / Community Solar

Where On Your Utility Bill?

Where is CCA on
Central Hudson
utility bill?

Electricity Delivered (kWh) 761

Cost for Electricity Delivered (for 1.0 months)	
Basic Service Charge	20.00
Delivery Svc Chg	63.54
MFC Admin Chg	1.39
Transition Adj	0.14
Bill Credit	-2.34
SBC/RPS Chgs	4.82
Misc. Charges	3.44
RDM Chg	-6.70
NYS & Local Taxes	2.79

Total Electricity Delivery Charges \$87.08

Electric Supplier Info - RATE F001

ELECTRIC SUPPLY ACCOUNT NO: _____

YOUR ELECTRIC SUPPLIER IS DIRECT ENERGY

P.O. BOX 180, TULSA OK, 74101-0180

For electric supply pricing information, call 866-348-4194

Cost for Electricity Supply

Electric Supply Chg	761 KWH @	0.06361	\$48.41
---------------------	-----------	---------	---------

Total Electricity Supply Charges

\$48.41

CCA Electricity Supply - 1 line

Payments and Adjustments

CENTRAL HUDSON Service

COMMUNITY DISTRIB GENERATION CREDIT	APR 14	\$-81.01
PAYMENT RECEIVED ELECTRONICALLY	APR 22	\$0.00
CUSTOMER CREDIT-CONSOLIDATED BILL	APR 29	\$-1.43
Electric Supplier: DIRECT ENERGY		
PAYMENT RECEIVED ELECTRONICALLY	APR 22	\$-20.36

Solar / Community Solar

Who is Automatically Enrolled?

Most Central Hudson customers are eligible to participate. Those eligible are automatically enrolled in the program and can opt-out at any time.

Eligible customers are enrolled on an opt-out basis except for....

Not Automatically Enrolled

- Customers already contracted with a third-party electricity supplier/ESCO
- Customers with block on their account
- Home Energy Assistance Program (HEAP) recipients
- Customers on Time of Use accounts.

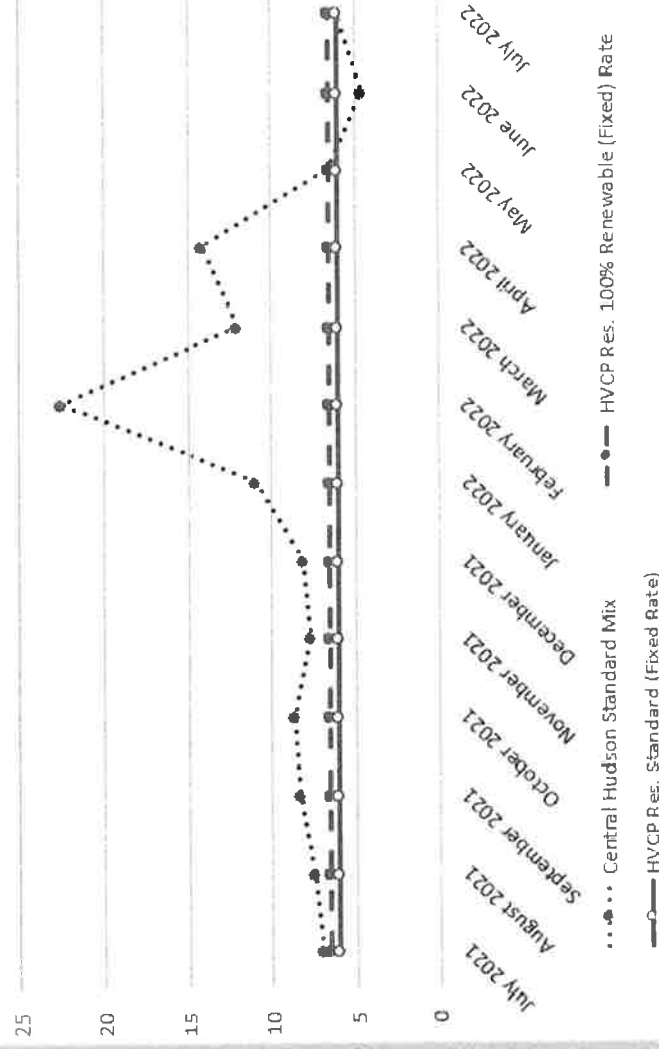
How Will CCA Affect Me?

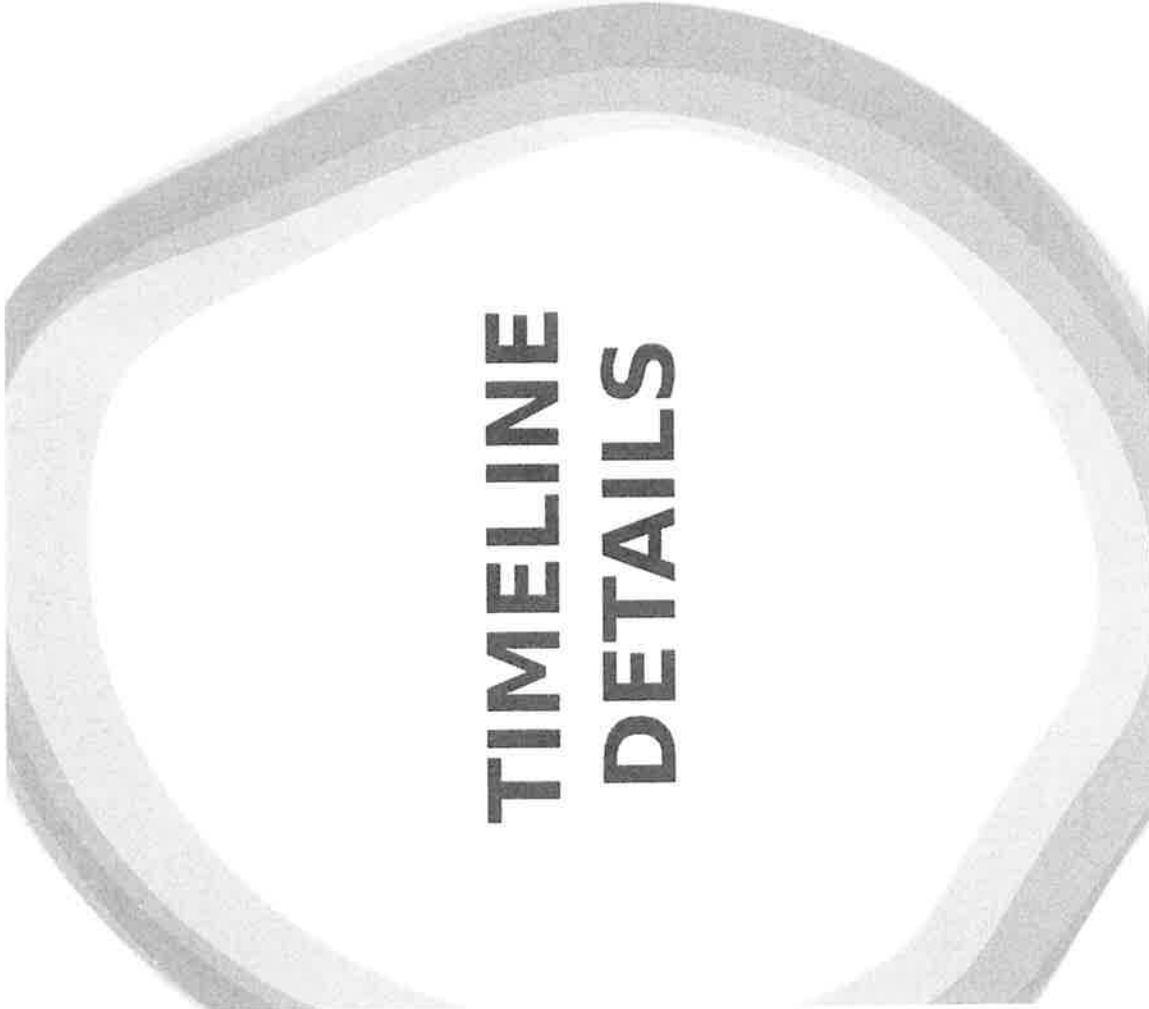
Eligible customers will be
**automatically enrolled unless
they take action** before the
program begins, by phone, pre-paid
opt-out card or website form.

RATE COMPARISON

Hudson Valley Community Power vs. Central Hudson

Residential Electricity Supply Price Comparison
(Cents per kWh)





TIMELINE DETAILS

All eligible customers receive info packet

- **Spring 2023**
- Explains benefits, terms, conditions , provides opt-out options, & includes FAQ

30-day initial opt-out period

- **Spring 2023**, but anyone can opt-out at any time during the program, with no exit fees

Launch

- Selected default supply for every municipality
- Program rate on Central Hudson bill beginning first meter-read in **Summer 2023**

BENEFITS OF CCA

Support Renewable Electricity

Competitive Rates

Strong consumer protection

More choice for consumers

Frequently Asked Questions

- **Does this program replace my utility company?**

No. You continue to pay your utility bill and your utility remains responsible for delivery and maintenance of the electrical grid and billing.

- **Does this impact the reliability of my electricity?**

No, your utility continues to deliver your electricity and provides the same service whether you participate in the program or not.

Frequently Asked Questions

- **Will this program save me money?**

Savings are not guaranteed. Between July 2021 and July 2022, HVCP participants saved over \$7 million.

- **What if I want to change my supply choice?**

Once the program launches, you may call the helpline or fill out the Enrollment/Change form on website to change your supply section, opt-out, or opt back into the program, with no fees or penalties

Frequently Asked Questions

- **Do I have to stay in the program the entire time?**

No, you may opt-out or opt back in at any time with no fees or penalties.

- **Can I participate if I have my own solar panels or if I participate in community solar?**

Yes, even if you use solar power, you are still required to have a supplier on your O&R bill to cover any electricity not provided by your solar.

- **What happens when the program ends?**

When the contract ends, your municipality may choose to renew participation in the program. If not, you will automatically switch back to Central Hudson selecting your supply on your behalf.



Questions?

Contact us at:
(845) 859-9099
info@hudsonvalleycommunitypo
wer.com

Visit our website:
www.hudsonvalleycommunitypo
wer.com

Follow us on Facebook

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent:

2/27/23

1a. Delivered by:

Fed Ex

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York:

☐ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal
☐ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: CITY OF POUGHKEEPSIE

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): TBD

Expiration Date (if applicable):

5. Applicant or Licensee Name: HANDSOME DEVIL LLC

6. Trade Name (if any):

7. Street Address of Establishment: 26 ACADEMY STREET

8. City, Town or Village: POUGHKEEPSIE

, NY Zip Code: 12601

9. Business Telephone Number of applicant/ Licensee: 917-208-0188

10. Business E-mail of Applicant/Licensee: HANDSOMEDEVILLLC@GMAIL.COM

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☒ Wine, Beer & Cider ☐ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☒ Full Food menu; full kitchen run by a chef/cook ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Restaurant (full kitchen and full menu required)

☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☐ Recorded Music ☐ Karaoke

14. Method of Operation: ☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.):

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify):

15. Licensed Outdoor Area: ☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
 (check all that apply) ☐ Sidewalk Cafe ☐ Other (specify):

16. List the floor(s) of the building that the establishment is located on:
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☒ Yes ☐ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:
23. Building Owner's Street Address:
24. City, Town or Village: State: Zip Code:
25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:
27. Representative/Attorney's Street Address:
28. City, Town or Village: State: Zip Code:
29. Business Telephone Number of Representative/Attorney:
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature: _____



Standardized NOTICE FORM for Providing 30-Day Notice to a Local Municipality or Community Board for Expansion onto Municipal Property

1. Date Notice was Sent: 2/27/23 1a. Method of Delivery: certified mail

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

2. Name of Municipality or Community Board: CITY OF POUGHKEEPSIE
 3. Applicant/Licensee Name: HANDSOME DEVIL BBQ
 4. Licensee Serial Number: TBD Expiration Date: _____
 5. Trade Name (if any): _____
 6. Street Address of Establishment: 26 ACADEMY STREET
 7. City, Town or Village: POUGHKEEPSIE, NY Zip Code: 12601
 8. Business Telephone Number of Applicant/Licensee: 917-208-0188
 9. Business Email of Applicant/Licensee: HANDSOMEDEVILLLC@GMAIL.COM

I am the applicant and/or the licensee, or a principal of the entity that is an applicant and/or licensee, for the premises indicated above. I have reviewed the information and representations set forth in this form personally, and carefully, and hereby confirm that such information and representations are accurate and consistent with the information and representations provided to the Authority in connection with the granting of the license. I understand that, like prior information and representations provided to the Authority, the information and representations made in this form will also be relied upon by the Authority, and that false or incomplete representations may result in disapproval of the application and/or cancellation or revocation of the license.

Name of Licensee or Principal of the entity (Printed): EDWARD RANDOLPH

Title: OWNER

Signature of Licensee or Principal as noted above:  Date: 2/27/23

NOTE: Licensees utilizing this notice form must obtain approval in the form of a permit or other written device from the municipal entity that is allowing the use of the public municipal space. Such permit or other written device may be obtained before or after this municipal notice form is sent. At least 30 days after the filing of this notice, you may apply to the SLA to incorporate the public municipal space into your premises by sending an email to municipalexansion@sla.ny.gov with your serial number as the subject line and the following items as attachments:

- The completed Standardized Notice Form with proof of receipt as described in Section 110-b of the Alcoholic Beverage Control Law
- A block plot diagram detailing the municipal space the licensee will expand to
- Documentation that supports the municipality's approval to use the space

PLEASE PRINT OR TYPE FORM CLEARLY

NOTE: Claim must be filed with and served to the City Chamberlain in triplicate (3 copies) within 90 days after the claim arises. Use additional sheets if necessary.

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 3/3/2023
NAME AND ADDRESS OF EACH CLAIMANT:

TELEPHONE NUMBER: 845-625-4647

NAME AND ADDRESS OF ATTORNEY (IF ANY):

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE):

Please see attached

ITEMS DAMAGED OR INJURIES SUSTAINED:

[Signature]
Signature of Claimant

Signature of Claimant

STATE OF NEW YORK, COUNTY OF Dutchess s.s.:

Ann Marie Sandford being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof, that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items, he/she believes it to be true.

[Signature]
Signature of Claimant

Signature of Claimant

Sworn to before me this
3rd day of March, 2023
Ann Marie Sandford
Notary Public

ANN MARIE SANDFORD
Notary Public - State of New York
No. 01SA6378765
Qualified in Dutchess County
My Commission Expires 07/30/2025

NOTE: After submitting this form to the City Chamberlain, please direct any inquires to the Corporation Counsel at (845) 451-4065, Monday to Friday, 8:30 a.m. - 4:00 p.m.

2023 MAR -9 AM 11:40
CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

Laura Aylward
(845) 625-4647

Liberty Lot

Parked in the second row from Cannon Street in the southwest corner next to the walkway. Planters were just placed at the sidewalks of the lot (on 3/2/2023). At approximately 5:15pm as I exited the lot to make a right (where the planter is) I hit the planter with my passenger side rear door and wheel causing damage.

I didn't notice the planter – it wasn't properly marked so that a driver would notice it.

SMITTY'S BODY SHOP

86 N CHESTNUT ST, NEW PALTZ, NY 12561
Phone: (845) 255-5555
FAX: (845) 255-0833

Workfile ID: 546c7894
PartsShare: 7dFYpy
Federal ID: 14-1669294
State ID: 7030980
State EPA: 3513800058

Preliminary Estimate**Customer: AYLWARD, LAURA**

Written By: Pat Coyle, IA-889050

Insured: AYLWARD, LAURA
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
AYLWARD, LAURA
881 ALBANY POST RD #12
NEW PALTZ, NY 12561
(845) 625-4647 Evening

Inspection Location:
SMITTY'S BODY SHOP
86 N CHESTNUT ST
NEW PALTZ, NY 12561
Repair Facility
(845) 255-5555 Day
Date Inspected: 3/6/2023

Insurance Company:**VEHICLE**

2021 HYUN Kona Ultimate AWD w/Dual Clutch Transmission 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection

VIN: KM8K5CA53MU609423	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	Job #:
State:	Production Date: 6/2020	Condition: Good	

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers

Tilt Wheel

Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Navigation System
Backup Camera
Parking Sensors
Remote Starter
Intelligent Cruise
Home Link

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Blind Spot Detection
Heads Up Display
Lane Departure Warning

ROOF

Luggage/Roof Rack
Electric Glass Sunroof

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors

Preliminary Estimate

Customer: AYLWARD, LAURA

2021 HYUN Kona Ultimate AWD w/Dual Clutch Transmission 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					1.0
2	Blnd	RT Outer panel				0.2	
3	R&I	RT Belt molding				0.3	
4	R&I	RT Lower molding black				0.3	
5	R&I	RT Mirror assy w/o turn signal lamp black				0.3	
6	R&I	RT Handle, outside w/o smart entry				0.4	
7	R&I	RT R&I trim panel				0.1	
8	R&I	RT Water shield					
9		REAR DOOR				2.0	2.0
10	*	Rpr RT Outer panel					0.8
11		Add for Clear Coat				0.1	
12	R&I	RT Water shield				0.2	
13	R&I	RT Belt molding				0.3	
14	R&I	RT Side molding black				0.2	
15	Repl	RT Rear molding black	87782J9000CA	1	33.60	0.3	
16	R&I	RT Handle, outside				0.4	
17	R&I	RT R&I trim panel					
18		QUARTER PANEL				0.4	
19	Repl	RT Wheel opng mldg black	87742J9000CA	1	66.21	0.2	
20	**	Repl A/M CORROSION PROTECTION		1	12.50 T	0.2	
21	**	Repl A/M COVER FOR OVERSPRAY		1	5.00	0.2	
22	**	Repl A/M COVER FOR OVERSPRAY - COLOR		1	5.00	0.2	
23	#	MASKING OF JAMBS		1		0.4	
24	#	Refrn TINT COLOR		1	77.03		0.5
25	#	MITCHELL RMC PAINT / MATERIAL		1			
26	#	WET SAND & POLISH		1		1.0	
27		OTHER CHARGES					
28	#	E.P.C.		1	3.00		
SUBTOTALS					202.34	7.5	4.3

Preliminary Estimate

Customer: AYLWARD, LAURA

2021 HYUN Kona Ultimate AWD w/Dual Clutch Transmission 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				186.84
Body Labor	7.5 hrs	@	\$ 55.00 /hr	412.50
Paint Labor	4.3 hrs	@	\$ 55.00 /hr	236.50
Paint	4.3 hrs	@	\$ 35.00 /hr	150.50
Miscellaneous				12.50
Other Charges				3.00
Subtotal				1,001.84
Sales Tax	\$ 1,001.84	@	8.0000 %	80.15
Grand Total				1,081.99
Deductible				0.00
CUSTOMER PAY				1,081.99
INSURANCE PAY				

Notice of Payment

Please note all payments with the use of a credit card over \$500.00 will require a 3% surcharge as the banks are now charging us 3% to process these payments. Smittys Body Shop is sorry for and inconvenience this policy may cause but we can no longer absorb this expense as the cost of doing business.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and make them available when you pick up the vehicle.

THE PREPARATION OF THIS ESTIMATE MAY HAVE BEEN BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THERE ARE WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS. THESE WARRANTIES ARE PROVIDED BY THE MANUFACTURER AND/OR DISTRIBUTOR OF THE PARTS RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

Customer: AYLWARD, LAURA

2021 HYUN Kona Ultimate AWD w/Dual Clutch Transmission 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1098, CCC Data Date 03/01/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

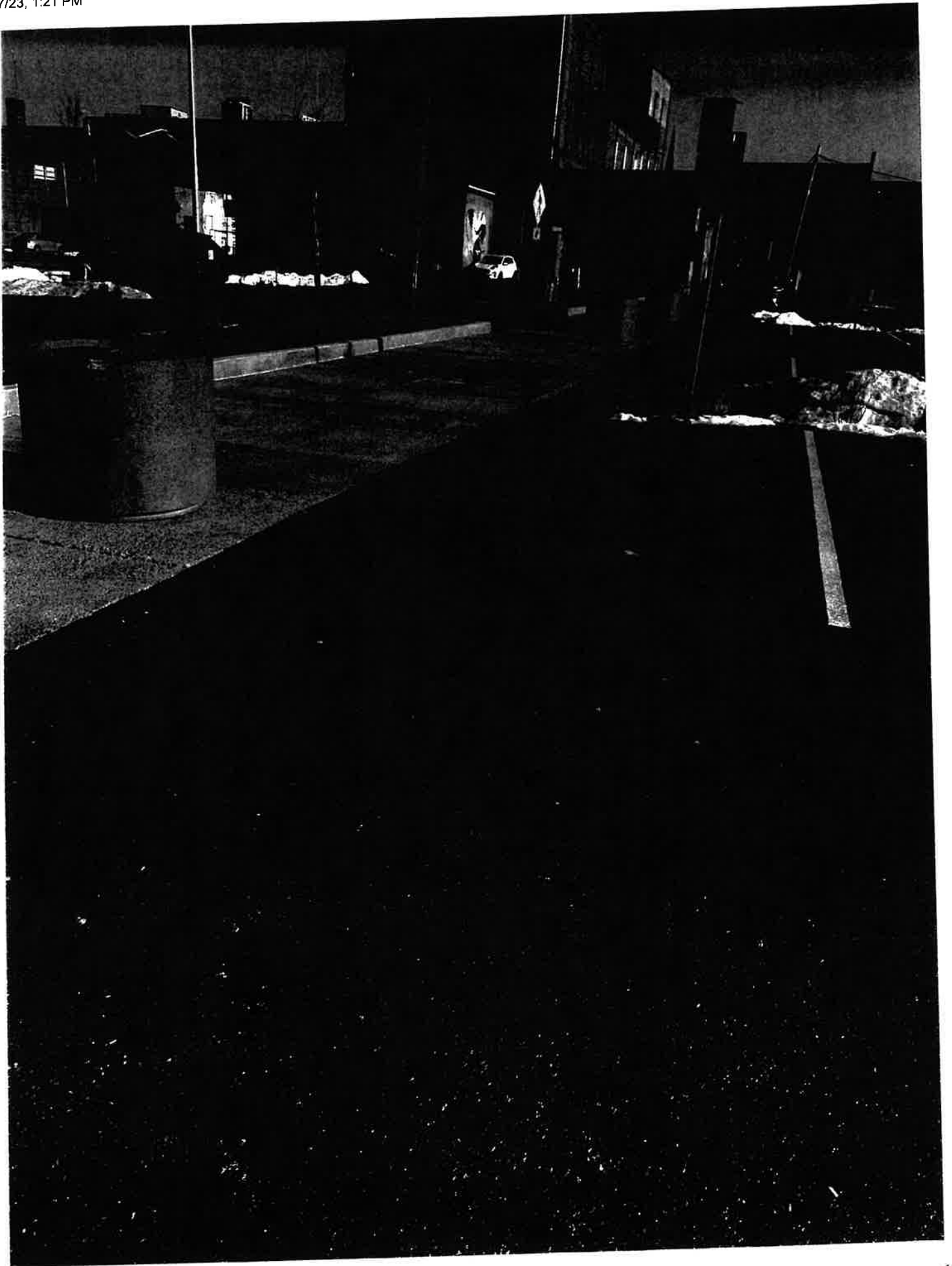
OTHER SYMBOLS AND ABBREVIATIONS:

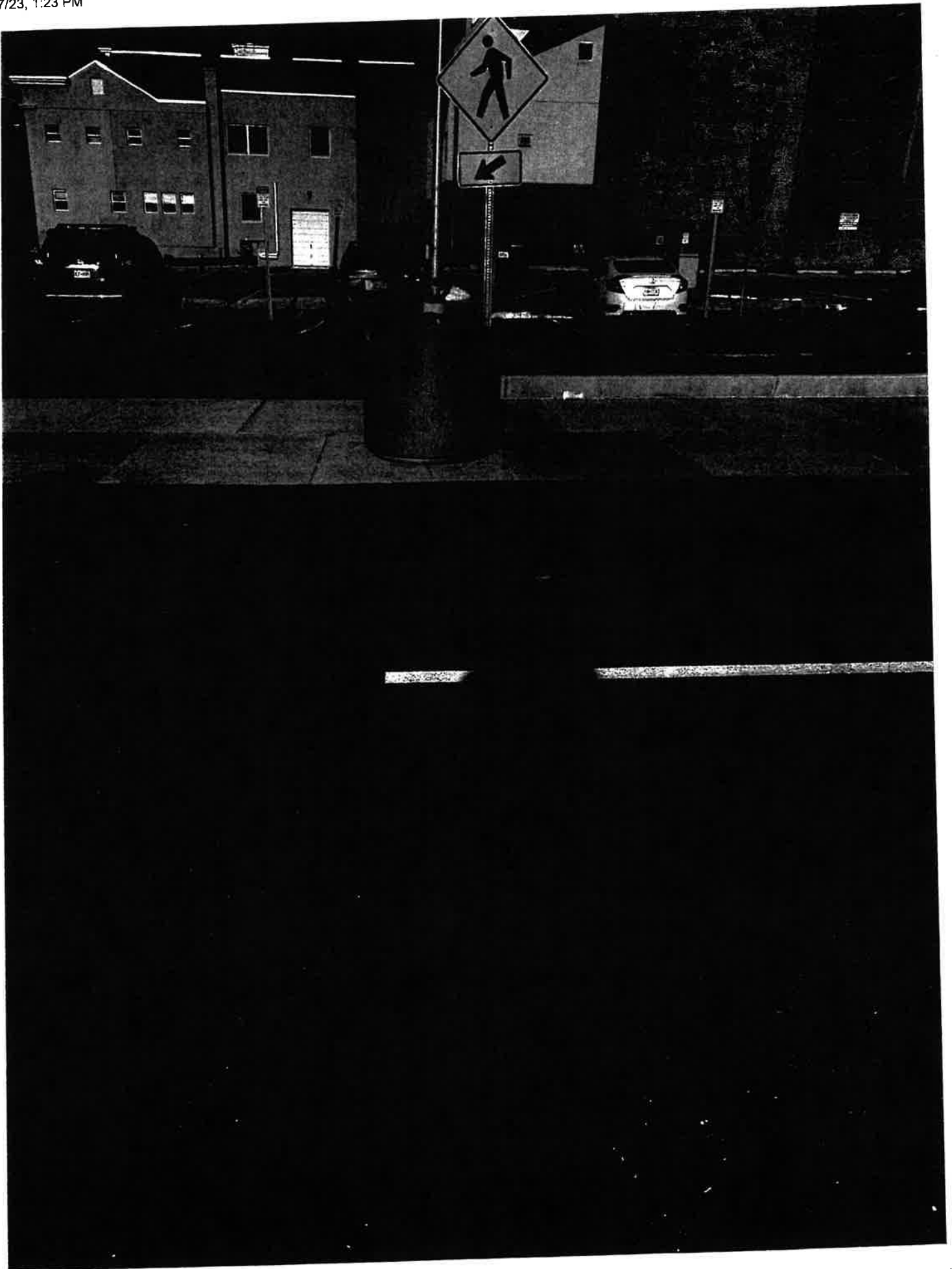
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

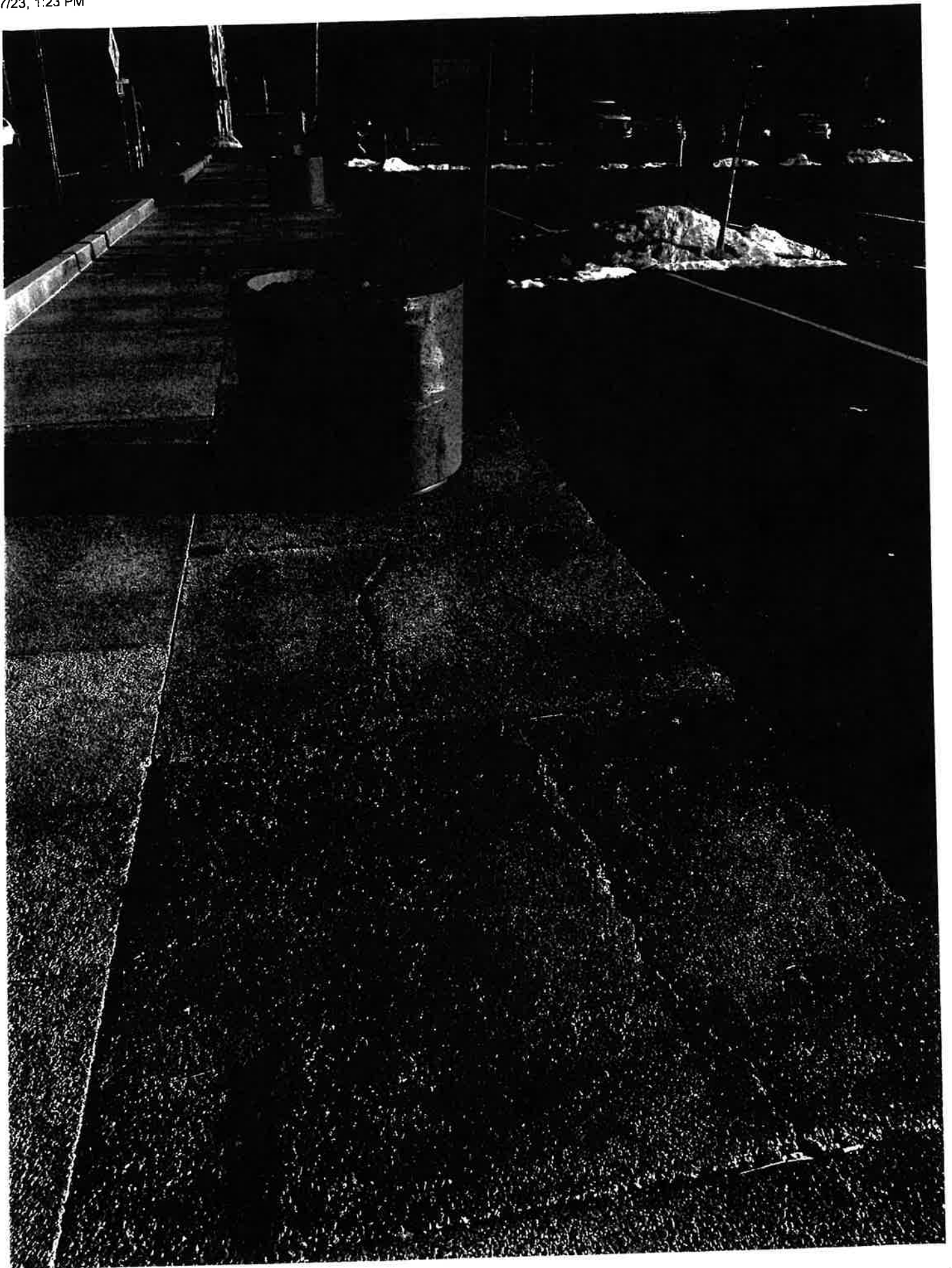
CCC ONE Estimating - A product of CCC Intelligent Services Inc.

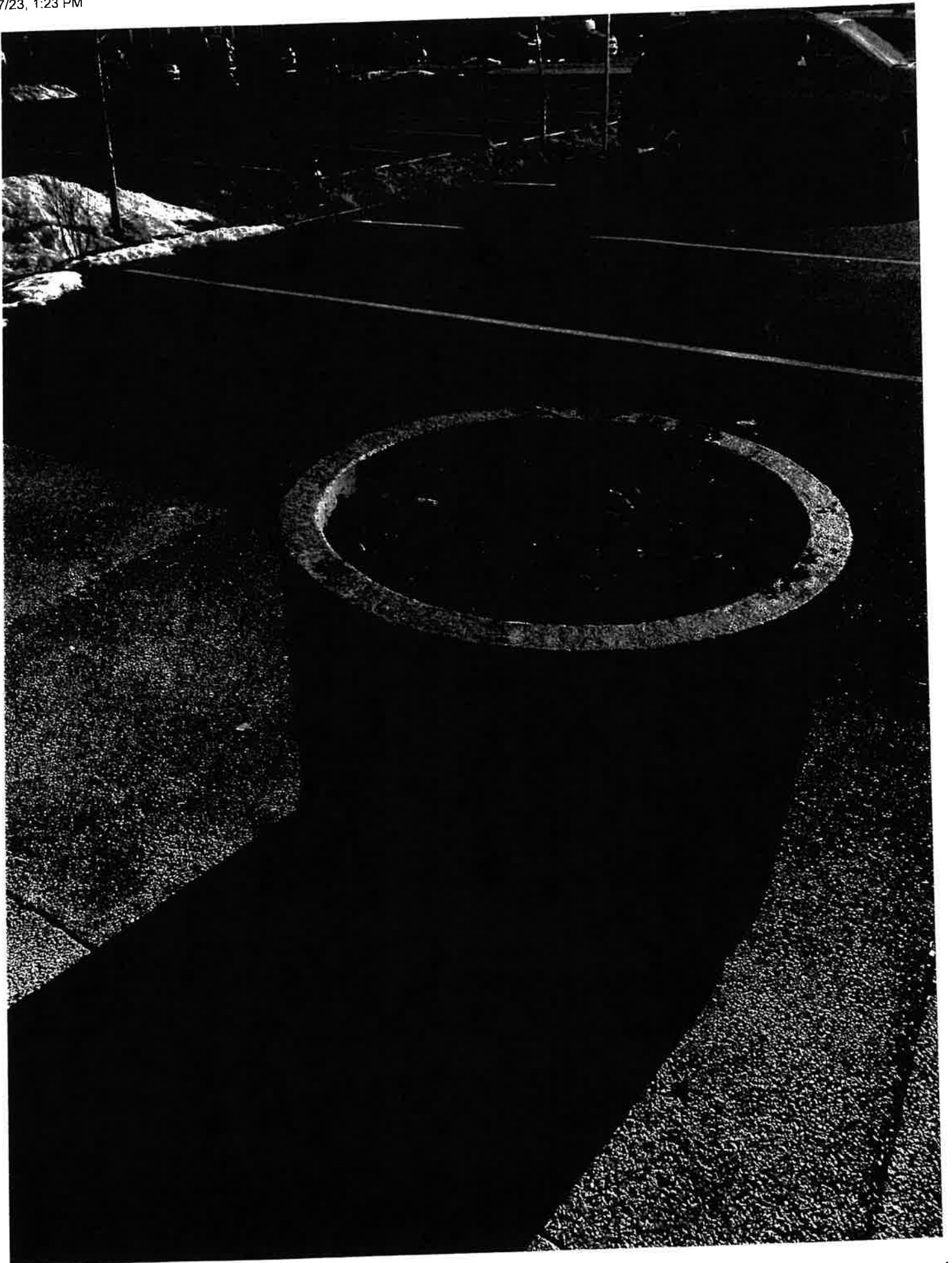
The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

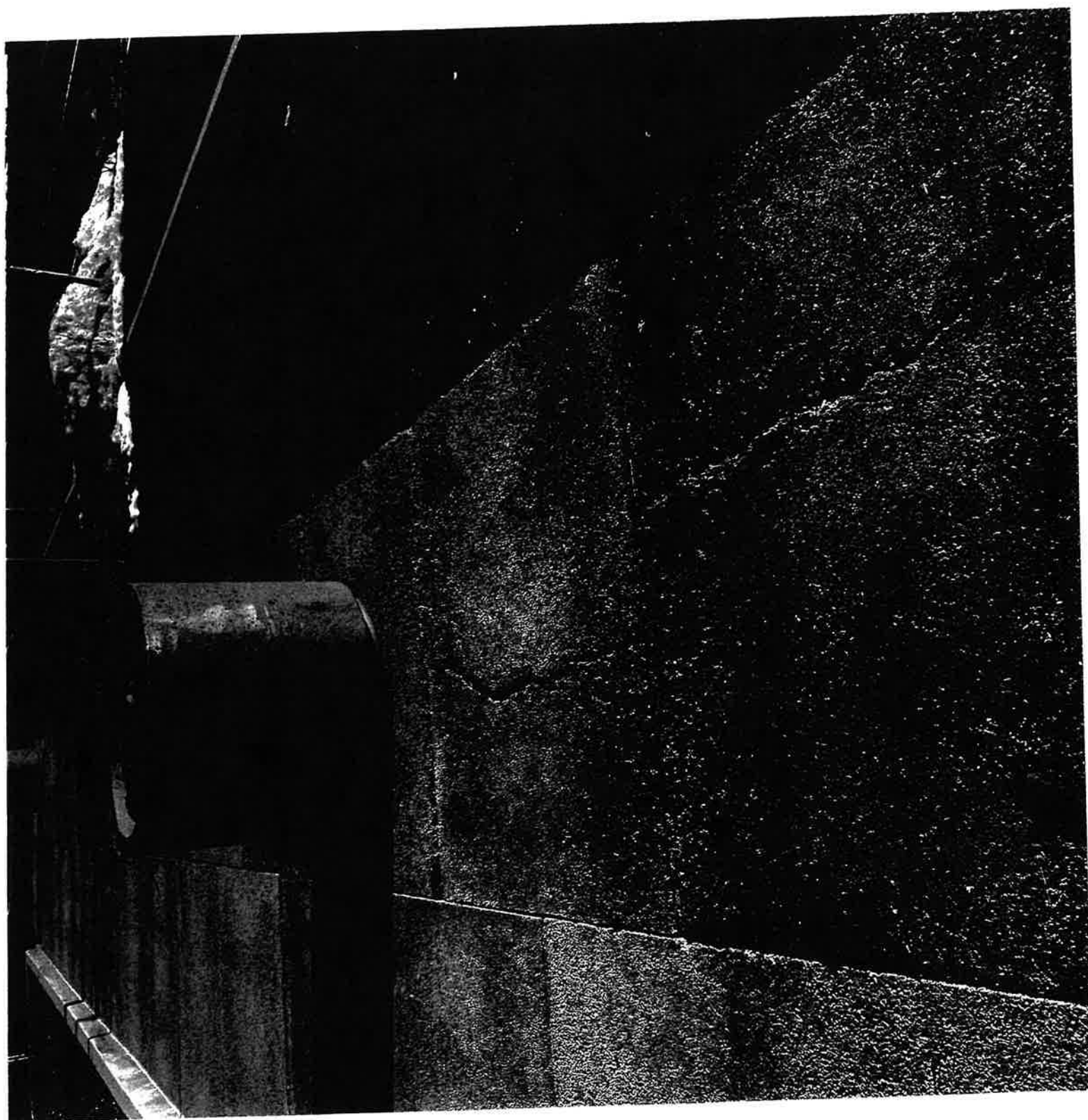
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

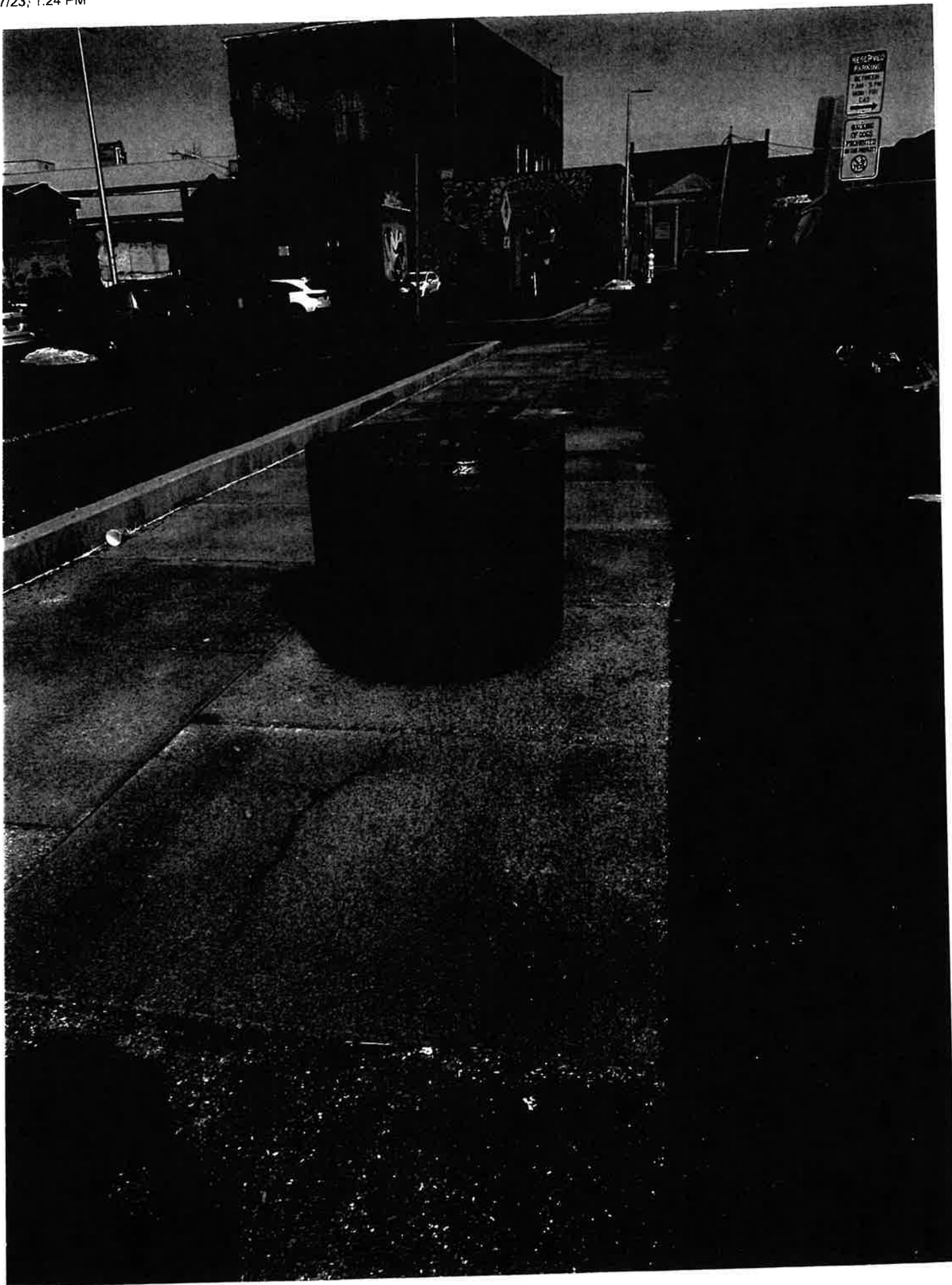


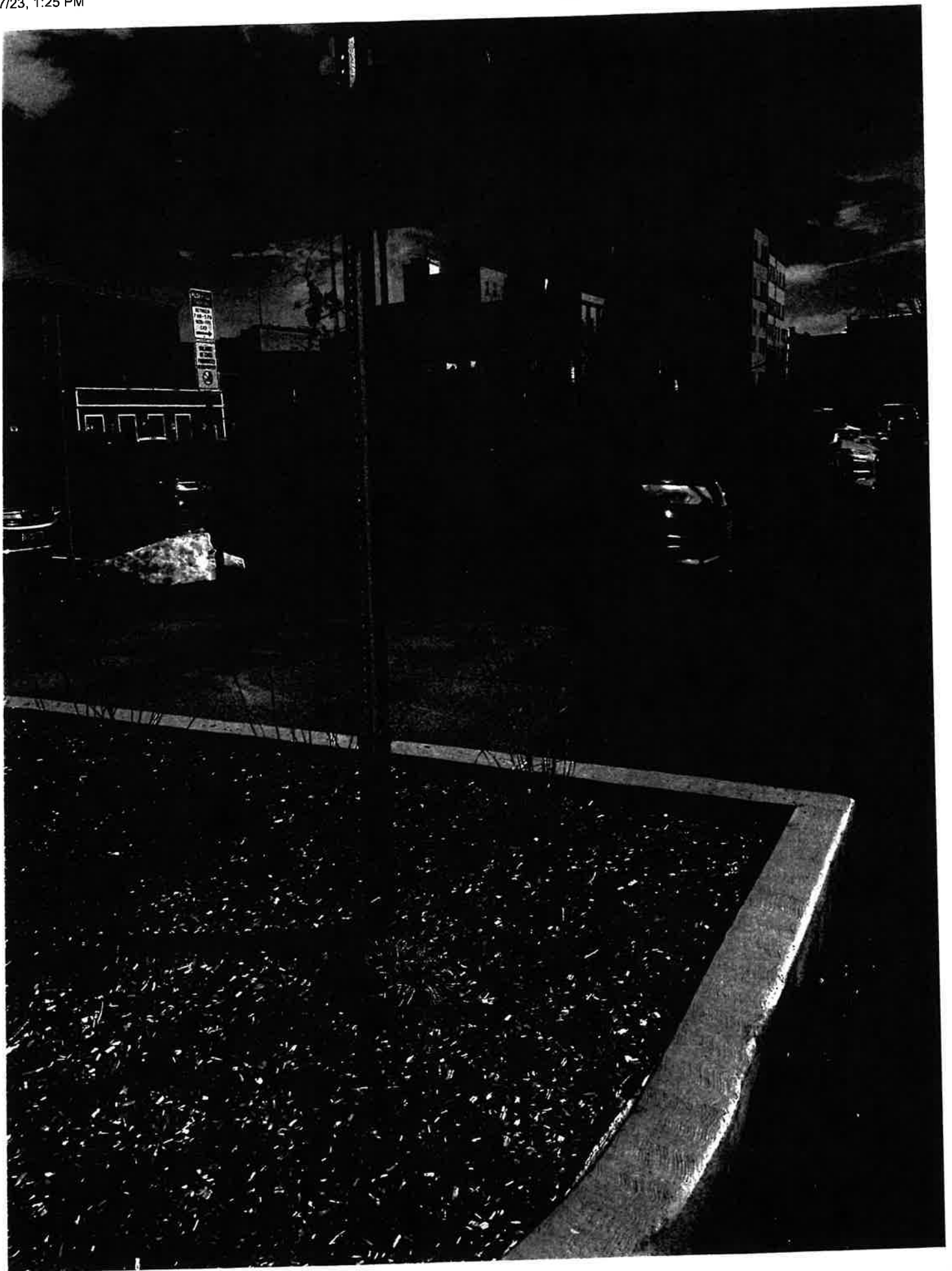


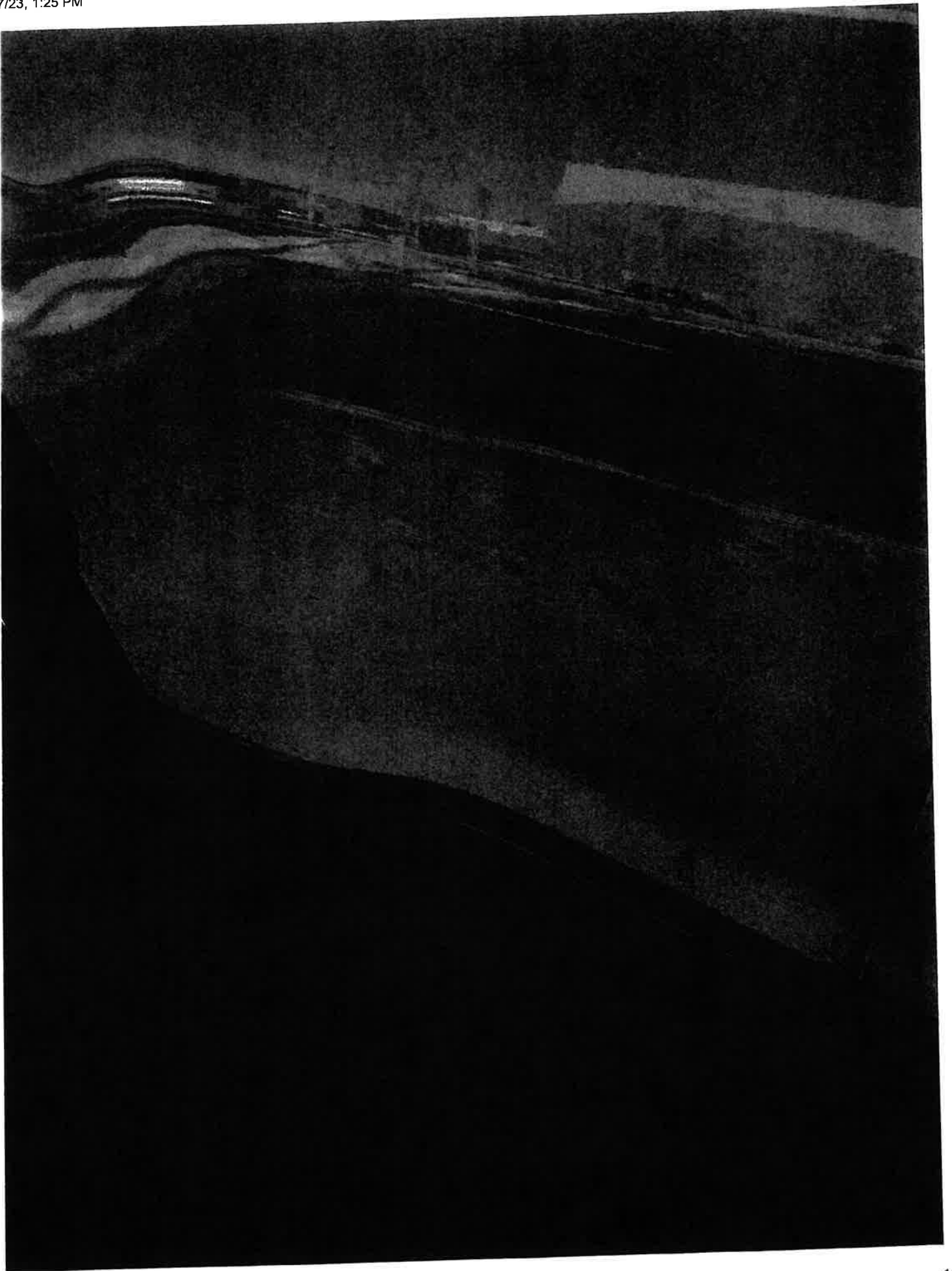


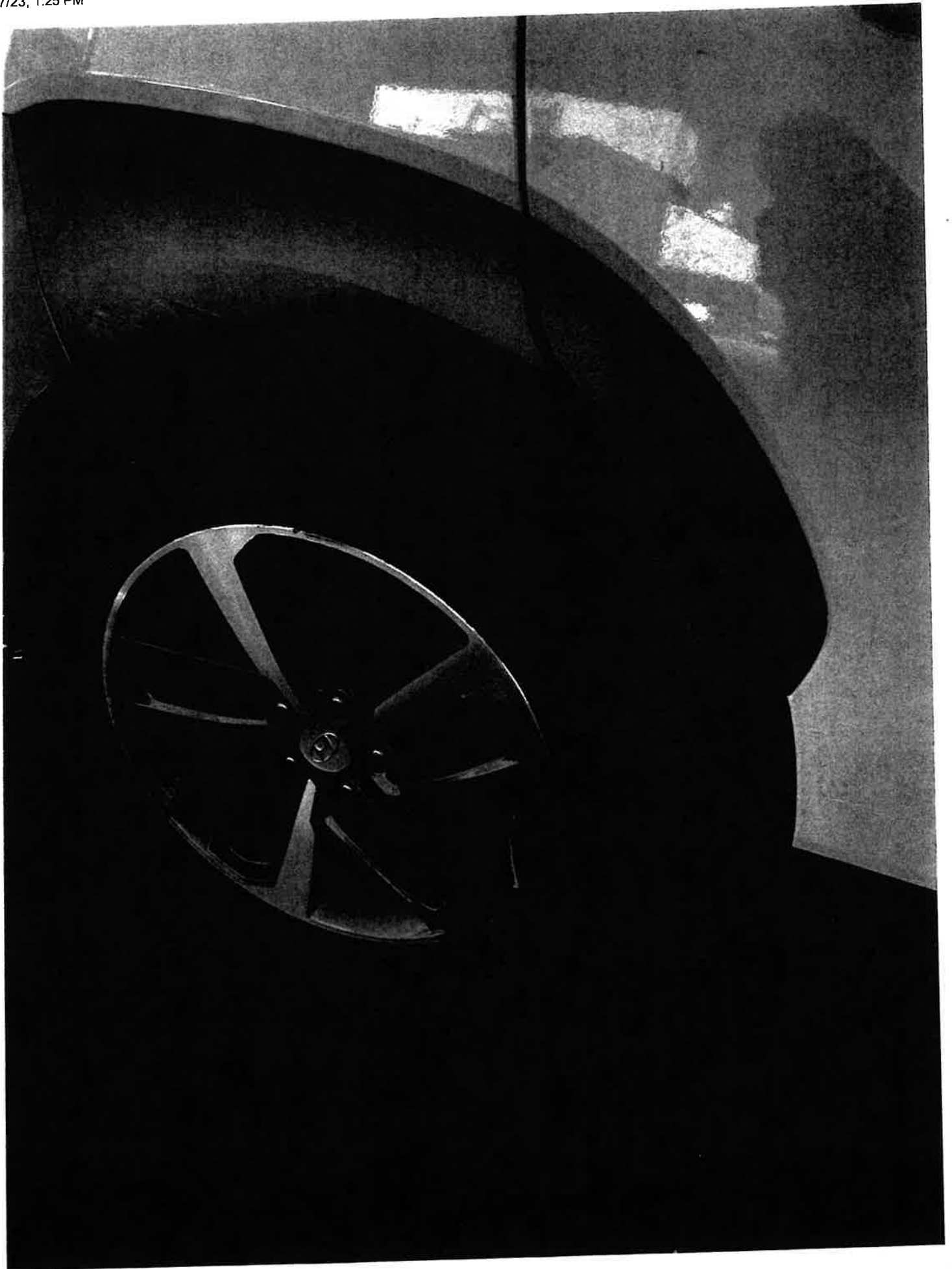


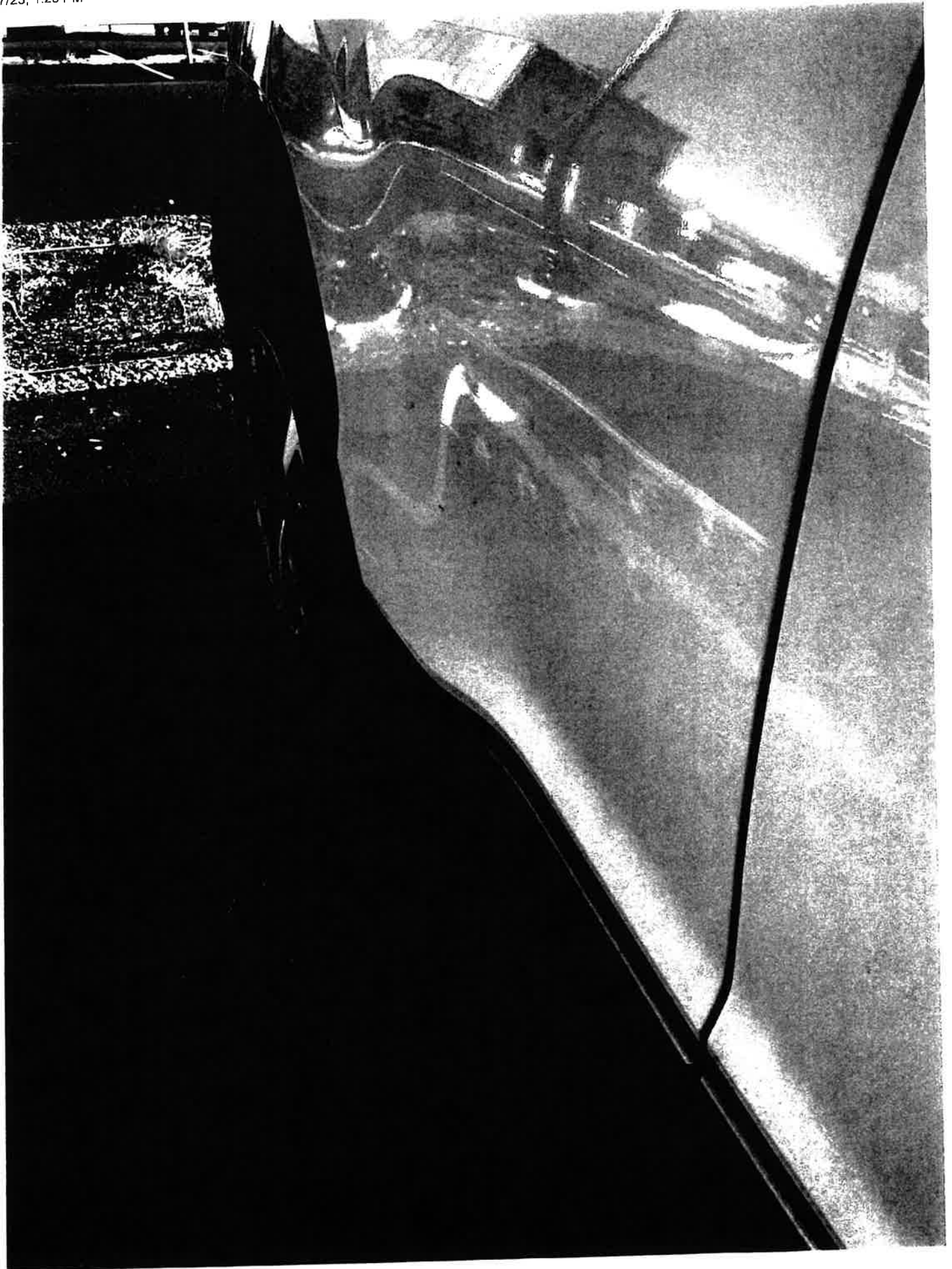












In the Matter of the Claim of

CARL MCLEOD,

Claimants,

-against-

THE CITY OF POUGHKEEPSIE, INDOTRONIX INTERNATIC CORPORATION,
CHOCOVISION, MEGA DEVELOPMENT, MEGA CONTRACTING GROUPLLC.,

Respondents.

TO: CITY OF POUGHKEEPSIE AND WALLACE CAMPUS MANAGER LLC

PLEASE TAKE NOTICE that the undersigned claimants hereby make claim and demand against you as follows:

1. The name and post-office address of the claimant and claimants' attorney is:

CARL MCLEOD
104 Garden Street,
Poughkeepsie NY, 12601
Claimant represented by
Ryenne Konan Law Office
Attorney for Claimant
4 Marshall Rd, Suite 248
Wappingers Falls, NY 12590

CITY OF POUGHKEEPSIE

62 Civic Center Plaza
Poughkeepsie, NY 12601

WALLACE CAMPUS MANAGER LLC
62 Civic Center, 3rd Fl
Poughkeepsie, NY 12601

WALLACE CAMPUS MANAGER LLC
42-02 25TH Avenue, suite 400
Astoria, NY 11103

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2013 MAR 13 PM 1:56

2. The nature of the Claim:

Claim is for personal serious injuries which caused physical injuries, mental anguish, Anxiety, and humiliation to Claimant.

3. The time when, the place where and the manner in which the claim arose: This claim arose on or about the 19th day of February, 2023 at approximately 8:00 P.M on the sidewalk of 14 Catharine Street, Poughkeepsie, New York

4. Claimant was walking to the grocery store to get some milk and water when he fell into a hole on the sidewalk. As claimant was walking to the grocery store, he happened to check his messages on his phone. All of the sudden his right foot tripped into an elongated, elliptical hole in the sidewalk, close to the building line. He pulled his foot out of the hole. He retrieved his sandal out of hole. He put his sandal back on and started walking off. As he was walking off, he experienced some excruciating pain on his ankle, right leg, back, hip and foot. Claimant wanted to still go to the store but realized that he couldn't make it there as he was in pain. So, he decided to limp to the Vassar Brothers hospital. Once at Vassar Brothers Hospital, he was admitted to the emergency room. An x-ray was done on his ankle, right leg, back, hip and foot. The X-ray showed that claimant had a strain ankle. He was given Motrin, Tylenol and crutches to deal with the pain.

The doctor in the emergency room, told claimant to follow up with his doctor.

5. Claimant suffered serious personal injuries.

6. Claimant is requesting \$ 50,000.00 (Fifty Thousand) from all Defendants.

The undersigned claimant (s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated: Wappingers Falls, New York

March 3, 2023

By: _____/s/_____

Ryanne Konan, Esq.
4 Marshall Road, Suite 248
Wappingers Falls, NY 12590

Tel: 1 (888)536-1434

Fax: (845)231-0508
konanlawoffice@gmail.com

INDIVIDUAL VERIFICATION

State of New York

County of Dutchess ss.:

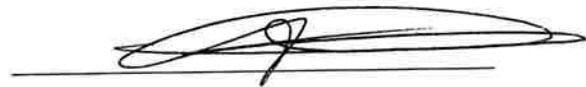
CARL MCLEOD, being duly sworn, deposes and says that deponent is infant claimant's father in the within action; that he has read the foregoing notice of claim and knows the contents thereof; that the same is true to deponents own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters deponent believes it to be true.



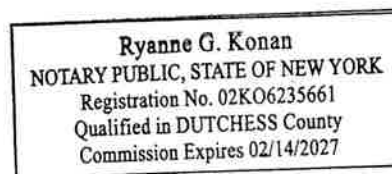
CARL MCLEOD

Sworn to before me, this

13th day of March, __ 2023



NOTARY PUBLIC



CITY OF Poughkeepsie
CITY CLERK
MAR 15 PM 1:45

In the Matter of Claim of

HOLLI ROBINSON,

Claimant,

NOTICE OF CLAIM

-against-

CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS,

Respondents.

TO: CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS

PLEASE TAKE NOTICE *that the undersigned claimant hereby make claim and demand against you as follows:*

1. *Name and post-office address of each claimant and claimant's attorney is:*

HOLLI ROBINSON
Claimant
160 Route 299
Highland, NY 12528

FINKELSTEIN & PARTNERS, LLP.
Attorneys for Claimant
Office & P.O. Address
1279 Route 300, PO Box 1111
Newburgh, NY 12551

2. The nature of the claim: Claim is for severe and serious permanent personal injuries, severe pain and suffering and medical expenses sustained by claimant, HOLLI ROBINSON.

3. The time when, the place where and the manner in which the claim arose: This claim arose on or about the 28th day of December, 2022 at approximately 2:00 pm on the sidewalk in front of 125 Union Street, approximately 51 feet 7 inches northwest from the light pole located across street from 125 Union Street and approximately 24 feet 3 inches southwest from the entrance to 125 Union Street, located in the City of Poughkeepsie, County of Dutchess, State of New York, which is owned, maintained, controlled, operated and/or managed by respondents, CITY OF POUKEEPSIE and COUNTY OF DUTCHESS.

****SEE ATTACHED RIDER**SEE ATTACHED PHOTOS****

RIDER TO THE NOTICE OF CLAIM IN THE MATTER OF:

-----X

HOLLI ROBINSON,

Claimant,

-against-

CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS,

Respondents.

-----X

3. (continued)

The manner in which the claim arose is that while the claimant was walking along the aforesaid sidewalk, she was caused to be precipitated to the ground, thereby sustaining severe and serious personal injuries, due to the negligence, wantonness, recklessness and carelessness of the respondents, CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS, their agents, servants and/or employees in, among other things, as follows: allowing, causing and/or permitting the aforesaid sidewalk to be, become and remain in a hazardous, unsafe and dangerous condition to persons lawfully thereon; in failing to provide a safe and level place to walk; in allowing, causing and/or permitting portions of said sidewalk to be cracked, broken, uneven and not level; in allowing, causing and/or permitting the sidewalk to be broken up, in a dilapidated condition and in a state of disrepair; in negligently, actively patching the surface of said sidewalk; in failing to properly repair and/or provide for the proper repair of said sidewalk; in using improper materials to repair said sidewalk; in failing to warn this claimant of the aforementioned conditions; in failing to inspect and report same to persons on said premises; in failing to check, inspect and/or maintain the aforesaid sidewalk; in failing to remedy or take precautionary steps in reference to the aforementioned conditions; in creating a trap; in failing to use that degree of caution,

***SEE ATTACHED RIDER**SEE ATTACHED PHOTOS**

RIDER TO THE NOTICE OF CLAIM IN THE MATTER OF:

-----x
HOLLI ROBINSON,

Claimant,

-against-

CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS,

Respondents.

-----x

3. (continued)

prudence and care which was reasonable and proper under the controlling circumstances; in failing to take those steps necessary to avoid the contingency which occurred; in acting with a reckless disregard for the safety of others; in hiring inept, incompetent and unskilled agents, servants and/or employees; and the respondents, their agents, servants and/or employees, was in other ways negligent, wanton, reckless and careless.

4. The items of damage or injuries claimed are as follows: Claimant, HOLLI ROBINSON, sustained severe and serious permanent personal injuries to her body, including, but not limited to fracture vertebral requiring future surgery to repair, blurred vision, inability to see properly, headaches, pain in neck, tingling and numbness neck and right arm, inability to sleep properly, severe pain and suffering and extensive medical bills. The exact extent of same are unknown at this time.

Any tapes, recordings, photos, etc. of incident and/or the parties must be preserved and maintained.

The undersigned claimant(s) therefore present(s) this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated: March 2, 2023

Finkelstein & Partners, LLP

Attorneys for Claimant

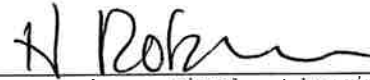
1279 Route 300

P.O. Box 1111

Newburgh, NY, 12551

Phone No: (800) 634-1212

"X"



The name signed must be printed beneath

HOLLI ROBINSON

"X"

By: 

DAVID D. AKERIB, ESQ.

Of Counsel

INDIVIDUAL VERIFICATION

The name signed must be printed beneath

State of New York, County of Ulster

ss.:

HOLLI ROBINSON,

Being duly sworn, deposes and says that deponent is the claimant in the within action; that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

"X"



The name signed must be printed beneath

HOLLI ROBINSON

"X"

The name signed must be printed beneath

Sworn to before me, this

2 Day of March, 2023



NOTARY PUBLIC

ROBERT F. GRAHAM

Notary Public, State of New York

Qualified in Sullivan County

Registration #01GR6109508

Commission Expires May 10, 2024













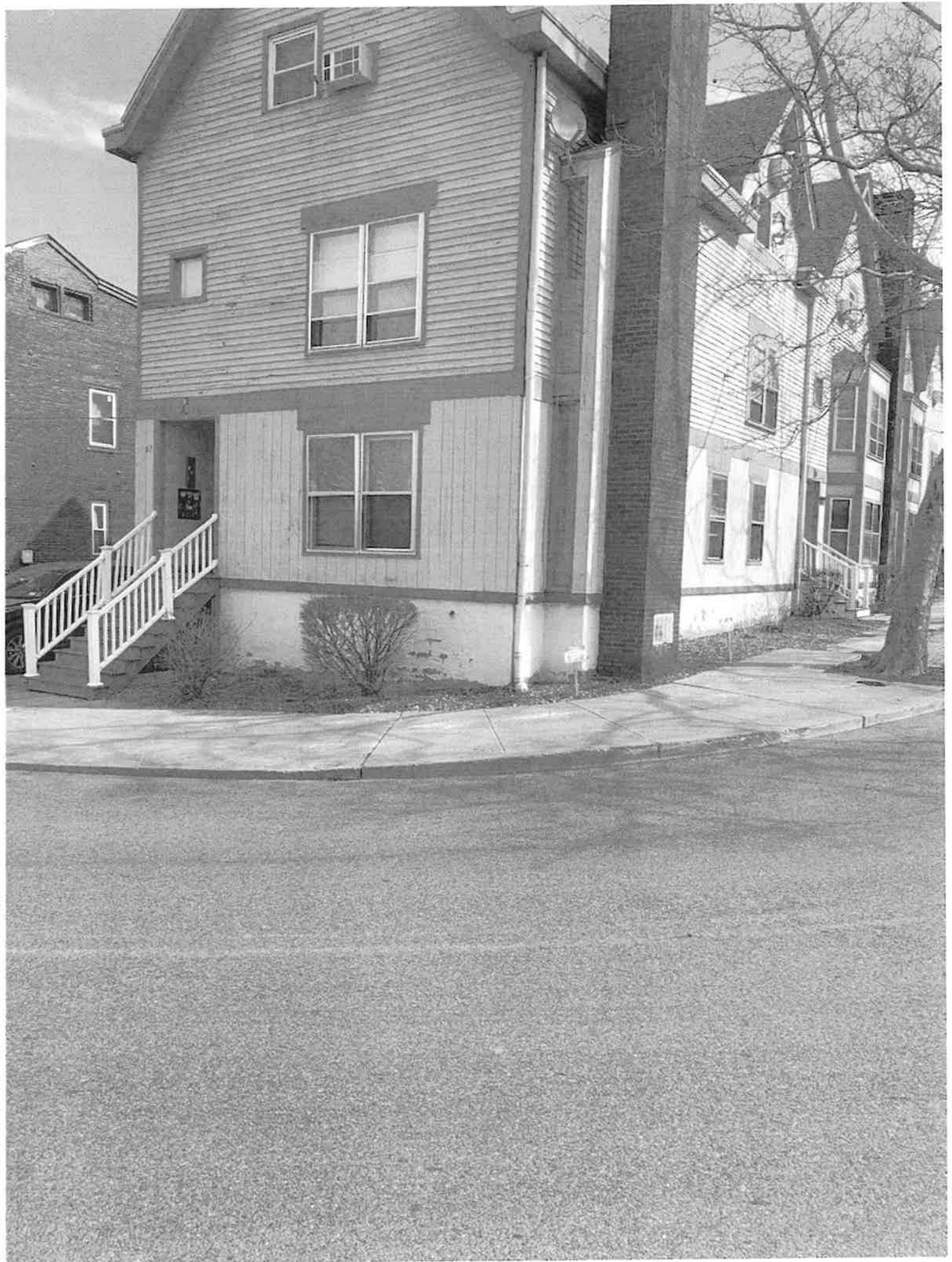










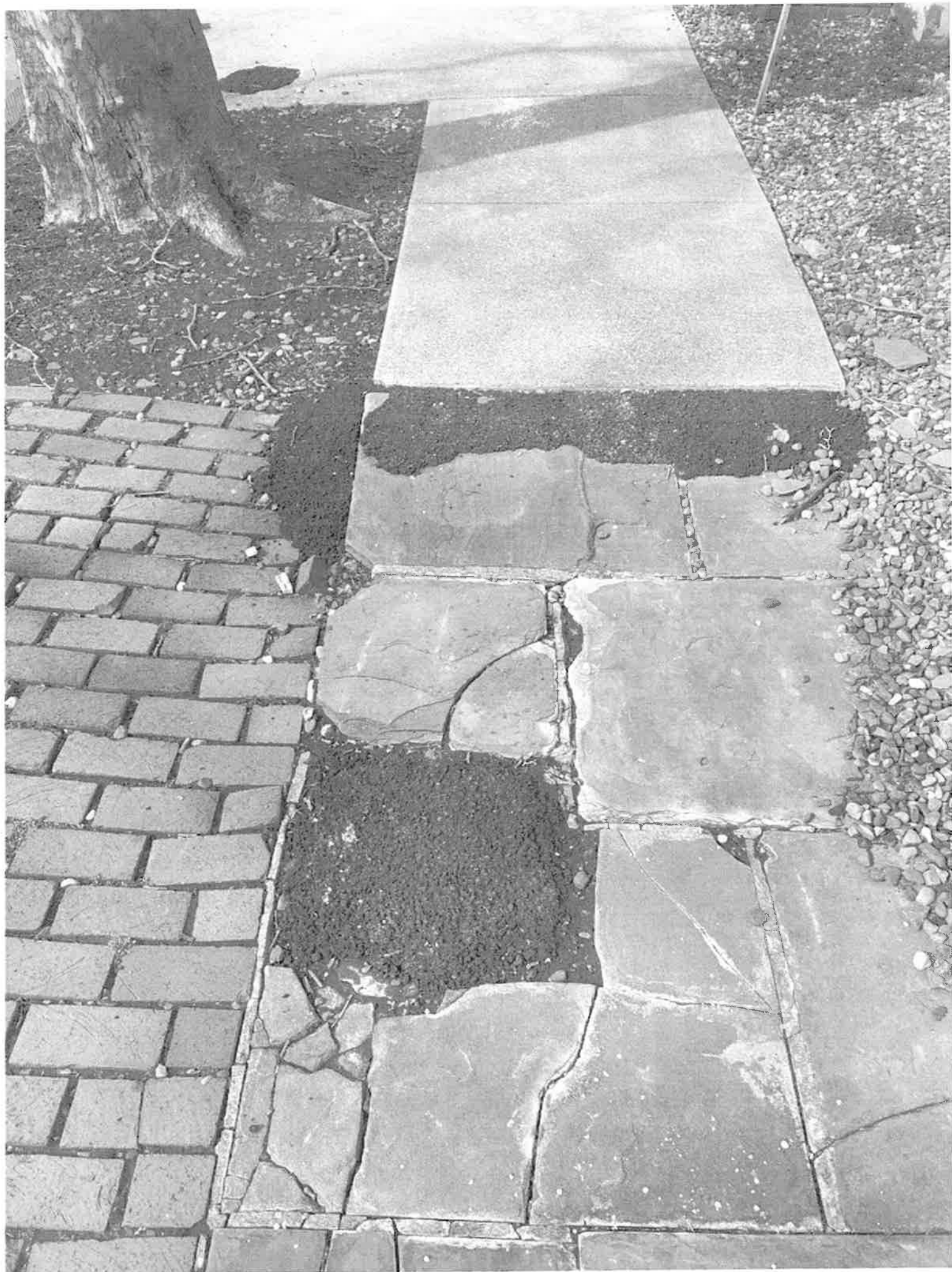
















THE CITY OF POUGHKEEPSIE
NEW YORK
SPECIAL COMMON COUNCIL
MEETING MINUTES

Monday, March 6, 2023	6:00 pm	Common Council Chambers
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Chairwoman Brown called the meeting to order at 6:01 p.m.

- I. Welcome
- II. — Pledge of Allegiance
- III. — Roll Call

Attendance: all Common Council members were present and seated in the audience.

City Hall Department Heads in attendance on the dais: Randy Alstadt (Water Plant Administrator), Councilmember Natasha Brown (Common Council Chairwoman), Jasmin Davis (Chamberlain/Vital Statistics), Chief Joe Franco (Fire Department), Chris Gent (Department of Public Works), Dr. Brian Martinez (Commissioner of Finance/ IT), Marc Nelson (Mayor), Chief Tom Pape (Police Department), Regina Pittman (Human Resources), Natalie Quinn (Planning/Building Department), John Taylor (Assessor) and Rebecca Valk (Corporation Counsel).

IV. Public Participation

- 1. Naomi Brooks – S. Grand Ave.
(submitted written comments)
- 2. Peter Van Aken – Wilbur Blvd.
- 3. Doug Nobiletti – 145 Academy St.
- 4. Laurie Sandow – S. Grand Ave.
(submitted written comments)
- 5. John Rath – 154 Mill St.
- 6. Kevin Marquis

City of Poughkeepsie Informational meeting, March 6 2023
Naomi Brooks, S Grand Avenue

Good evening. I have an overall comment about the city website and information searching. Some of the places information is stored are not at all obvious, huge chunks of information are missing, and updates are haphazard and sometimes hard to find.

In specific, this week I was looking for Common Council's most recent changes to our Code of Ordinances; some from 2021 still have not been incorporated into the main text under City Charter – you have to know to look for a section called “new laws”, which isn't labeled anywhere.

Then I tried to find the most recent resolutions Common Council had passed. I typed “resolution” into the search box on the main website page, and clicked the first result which was labeled “resolutions”. It only shows 3 resolutions from 2015, one from 2021, and one from 2022. All have numbers greater than 1 – the one from 2022 is R22-55, which indicates that there were 54 other resolutions passed that are not easily accessible on the website.

My question: why does the website does not include all useful information, updated regularly in consistent and easily accessible formats?

I also tried to look over the 2023 budget for my next set of questions, including comparing it to the 2022 budget. The 2022 budget information was in a format powered by ClearGov, but I couldn't find any link to a 2023 version, again speaking to the difficulty finding information on the city website.

My questions are limited to salaries in two departments due to time constraints. I have rounded salaries to the nearest thousand.

1 – Was the base salary for development director \$85K in 2022, and \$102K in 2023?

2- Was the base salary for the planning director \$79K in 2022 and \$84K in 2023?

3 - Was the planning director position filled in 2022, and has it been filled so far in 2023? If not, were the functions of that position done by the development director? If the development director also did the planner's job, were they compensated for the additional work?

4- Was the base salary for the mayor \$90K in 2022? What is the base salary for 2023?

5 - Was the base salary for the city administrator \$160K in 2022 and \$174K in 2023?

6- Is the acting mayor collecting salaries for both mayor and city administrator? If yes, who made that decision?

The timing of tonight's Special Informational Meeting was auspicious. However, it's already off to an inauspicious start.

Section 2.05 of the charter does not provide for the format that is being enforced tonight. In fact, it provides for the opposite. It provides for members of the public to ask any question of any department head, of the Mayor, the City Administrator, and any council member. I'm going to ask my questions, but I'm telling you, I'm familiar with the Charter and the format tonight is a stunt to undermine public comments.

City Charter Section 2.05 Informational Meetings reads:

"In addition to its organizational, regular and special meetings as hereinabove prescribed, the common council shall convene meetings in March and September of each year which shall be solely informational. All members of the common council, the mayor, the city administrator and the heads of all city departments and offices shall be in attendance unless excused by the council chair for good cause shown. The general public in attendance at such meeting may inquire of any such persons with regard to any aspect of city governance. Written public notice of each such meeting shall be published in the city's official newspaper and on the city's official website and by whatever other electronic means as may be commonly used by the city for such purposes, and may otherwise be given as provided by the rules of the common council, not later than the fourteenth day next preceding such meeting."

—Questions to Police Chief Thomas Pape:

I think you just mentioned that you have limited manpower, meaning you're not fully staffed right now. Would you say it's a good use of CPD staff to place a Sergeant-at-Arms at Council meetings when there's known crime in the streets and no history of crime at council meetings?

—Questions to Ms. Regina Pittman, Human Resources:

Is there an anonymous whistleblower portal on the City website, or an anonymous complaint channel otherwise available to city residents regarding interactions and/or performance of City employees?

Are there annual employee evaluations?

Are there attendance records that can be FOIed (obtained through Freedom of Information requests)?

—Questions to Finance Director Dr. Brian Martinez:

Can you recite the ARPA funds that have been returned to you by Common Council members?

Can every Common Council member present recite the ARPA funds that they used and how they used them?

Can you talk to us about the trash can distribution and the cost of returns and cost of the multiple distributions that were required as a result of some kind of poor planning? As well as the cost of collecting oversized trash cans from residents who are unable to use them due to unwieldy size, weight, or other reasons?

—Questions to Corporation Counsel Rebecca Valk:

It's my understanding that you and other City-employed, electeds and certain volunteers swear an oath of office? Is that correct? And that oath of office include words reading: "I do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office [of ...] according to the best of my ability.

And that you, as an attorney, have also sworn a professional oath binding you faithfully uphold and support the laws of our state and our country?

Because I've received certain communications recently from you and others that violate both the New York State and U.S. Constitution.

Recently, you have stated in writing, that you sometimes give verbal rather than written instructions to various parties. Is that true? Do some of these verbal instructions relate to Freedom of Information requests, and which requests require compliance?

Why should any party rely on verbal instructions for which they have no record? and the consequences of which they might not fully understand?

What actions did you take when the Common Council failed to appoint a redistricting commission in the timely manner described in the City Charter? On October 17, 2022, when the belatedly appointed Commission made their first presentation to the Council, you read certain sections of the City Charter into the meeting's record regarding Councilmember obligations should they fail to approve such plan, which obligations included returning to the Commission specific objections of the council and those of individual members of the council stated in writing.

—Questions to Corporation Counsel Rebecca Valk (continued):

What efforts have you made to have the Council comply with their Charter obligations?

Because not a single one of them did that. When Councilmember Menist was non-responsive to certain requests from the Redistricting Commission, I found it necessary to personally submit a Freedom of Information (FOIL) request for the material requested by the Commission.

My FOIL was not answered in a timely manner, and then required me to submit an appeal. On receipt of the appeal, it became evident that a Mr. Josh Simons, from the Benjamin Center in New Paltz, was in touch with the Corporation Counsel's office PRIOR to the Commission's first presentation. Why did the Corporation Counsel's office fail to inform the Redistricting Commission regarding their phone and written communication with Josh Simons of the New Paltz Benjamin Center? How did Simons come into possession of the information he discussed with the Corp Counsel's office?

Particularly in light of your recent instructions, Ms. Valk, to members of the Planning Board [I stand corrected: I meant HDLPC, Historic District and Landmarks Preservation Commission], regarding correspondence and comments their members might receive from the public—do the same standards not apply to your own office re: correspondence or comments you receive from the public pertaining to the work of a City-appointed commission?

One sentence of the Charter's sections describing the Redistricting process reads: "Such plan shall be based upon the distribution of population throughout the city, shall be considerate of the diversity of the city's population, and shall be consistent with constitutionally and legally accepted principles of representation." In no paragraph of the Redistricting sections that I am aware of is priority given to the seats of incumbents. And the Charter specifically states: "No member of the commission shall be employed by or hold any elected or appointed office of the city, and no more than two members shall be enrolled with the same political party." Yet somehow, the Commission's suggestions were discarded and the outcome appears to have been determined the all-Democratic Party membership of the Common Council substituting their own interests for the Commission's recommendations. What is the current status of redistricting maps, incumbencies and Councilmember disenfranchisement of the c/PK Hispanic community of interest in favor of their own incumbencies?

—Questions to Corporation Counsel Rebecca Valk (continued):

Related to Ms. Valk, but turning for a second to Megan Deichler and Evan Menist:

Ms. Deicher: Have you blocked or hidden my comments on any of your Facebook posts?

Mr. Menist: Have you blocked or hidden my comments on any of your Facebook posts?

Corporation Counsel Valk, there is legal precedent that an elected's social media constitutes a designated public forum and that by blocking commenters on social media, electeds are engaging in viewpoint discrimination in a public forum. What have you done about the documented instances of Evan Menist and Megan Deichler, blocking or hiding certain comments on their social media?

Please comment on repeated instances where various City employees and/or Department Heads have failed to comply with the obligation under Open Meetings Law required public bodies or agencies to make available to the public, the records scheduled to be discussed during open meetings prior to the meetings. Effective October 19, 2021, Chapter 481 of the Laws of 2021 amended § 103(e) of the Law to require that copies of records be made available to the public at least 24 hours before a public meeting, to the extent practicable. Yet various City employees and/or Department Heads continue to defy their obligation.

We have a recent example where I made a request for certain documents directly to Natalie Quinn, and she replied that I had to submit a FOIL, which is not true under Freedom of Information law. When I pointed that out, you replied that if I wouldn't submit it under FOIL, you would submit it in my stead. That's also not legal under Freedom of Information law.

We have an example of Kenneth Stenger, Tinkleman's attorney, who wrote directly to City Administrator Nelson with a request for certain documents, and Nelson expedited those answers, and those weren't submitted through Freedom of Information Law (FOIL) or the City's FOIL Portal.

How would the public even know that someone submitted a letter or comment, as in the case of Josh Simons, when there's no public record of who and what letters are submitted to any given department? And how many times—in my case repeatedly—are my Freedom of Information requests delayed 30 days or more to the point where I have to submit an appeal to Dr. Martinez, placing a burden on the applicant and undermining City obligations under Freedom of Information Law.

—Questions to Corporation Counsel Rebecca Valk (continued):

I'd also like to know what's happening with the Ice House, with Pelton and Wheaton, and with 26 Oakley, and with any other current city litigation. Also, why was the benefit to Chai Developers, when it made its Main Street Façade contribution, represented as a good thing rather than something resembling a bribe by a developer to obtain an advantage for property he already owned?

—Questions to Council Chairwoman Natasha Brown:

Can you confirm that you and all other Councilmembers swore an oath of office, which includes support the Constitution of the United States, and the Constitution of the State of New York?

At the Council's January 3 Organizational meeting, their first meeting of the year, the Council approved a Resolution Adopting Roberts Rules of Order. Roberts Rules reads, in part:

“Consent and Priority Agendas—The consent agenda ... is a good way to dispose of business that is noncontroversial. Approving the minutes, paying the bills, and approving customary donations are examples of noncontroversial business....”

Why does this Council not have a written consent agenda policy, and why does it regularly include controversial items on its consent agenda?

You have stated on the record that the Corporation Counsel advised there's nothing requiring us to accept public comments for inclusion in the written minutes. This City, and this Council has a history of including public comments extending back before any current member of the Council sat on this Council.

The public consistently faces delayed posting of meeting agendas. Why is that?

Why does the Chair never exercise the portion of Section 2.04(d) of the City Charter which provides that: “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....”

—Questions to Council Chairwoman Natasha Brown (continued):

The Common Council agenda regularly includes a line item for “Reports of Committees and Board”. Why is this provision never exercised?

Where and with whom are the end of year reports by City Boards?

Council members phone and text to each other during council meetings, doing the public’s business in private text. Your job is to operate in the public interest and not your individual interest. Please address this secretive texting between Council members.

Council “bootcamp” workshops were recently held for councilmembers. When you originally announced these to the public, you said the schedule would be posted online, though the trainings would not be open to the public. Who taught each of these training or bootcamp sessions, what training was covered, and how long did each individual training session last?
<https://www.cityofpoughkeepsie.com/civicalerts.aspx?aid=200>

—Questions to Chamberlain Jasmin Davis:

Time and again I have requested that meeting packets be provided as searchable, readable documents. Yet they are not. Today I got an automated notice that there had been a revision to an HDLPC agenda. Yet when I went to look at the agenda, there was no obvious change. I have repeatedly requested that originally posted documents not be pulled down and replaced with a brand new document, but that the original be redlined. Yet that doesn’t happen.

Why are Common Council meeting agenda line items posted using abbreviations, acronyms and initialisms? How is the ordinary City resident supposed to know what those stand for, or find them again if they ever have to search for the item? For example, on tonight’s Council agenda, there’s a consent agenda item reading “R-23-23, Resolution Amending the IMA with PCSD regarding SABP”. Will the ordinary citizen even know what that means? If I ever have to find that resolution again, am I supposed to remember all the acronyms?

Why are there years of missing resolutions on the City website under the link
<<https://www.cityofpoughkeepsie.com/241/Resolutions>>?

—Questions to Chamberlain Jasmin Davis (continued):

Have you ever received direct advice or instruction, whether verbal or written, to delay replies to certain FOIL requesters? Or to expedite certain FOIL replies from any requester?

For example, at one point Marc Nelson wrote to me regarding FOILs and delays in FOILs (and I quote): “Whether or not documents are near at hand when an FOI arrives which seeks them is not dispositive of our timeline for providing them. Many other factors are important as city staff are typically addressing a host of matters on any given day.” Well, that statement is in direct violation of Freedom of Information Law.

I’d like to know how long it takes to make a change to the draft minutes of an agenda. Do you ever opt to make changes for one party, but not for another? Are you the only staff member who creates draft minutes, or do others in the Chamberlain’s office sometimes write and post the draft minutes?

I was told by Tim McQueen that he was standing at Chamberlain Jasmin Davis’s desk on one day when she showed him a bunch of the Freedom of Information requests that she had received from me. Please confirm, and also state whether it is within the right and authority of the Chamberlain to share any items in her possession and on her desk with random members of the public?

I’d like the City to start posting their transmissions of meeting notices sent to the Poughkeepsie Journal and not just assuming that transmissions were made in a timely manner.

—Questions to dual title, Acting Mayor and City Administrator Marc Nelson:

I'd like Mr. Nelson to address the issue of FOIL delays.

Also, the issue of whether he is in the process of putting together a Charter Review Committee.

Please address the issue of Common Council member ethics and conflicts of interests.

Please address the question of whether you, personally, have any professional background and experience in understanding and judging the qualifications of various board and committee members that you are currently appointing or removing from various city committees, the HDLPC currently being the most notable of those.

Are conflict of interest rules applied equally to all Committee and Board members, or just to some. How and what are the rules that are being applied?

Mr. Nelson, please address the City's role in the demolition by neglect of Pelton mansion, and the willful vacancy and deterioration through false promises and delays caused by the City as well as by individuals associated with, and the corporate entity known as Pelton Partners, LLC, which vacancy and deterioration was willfully misrepresented in this statement by Mr. Nelson at the Common Council Meeting of February 21, 2023 (partial extract):

<https://totalwebcasting.com/view/?func=VIEW&id=cop&date=2023-02-21&seq=2>

“And as to the Pelton Mansion issue, this city is moving forward.

We are not going to let that mansion fall down around itself while nothing happens.

We're just not doing it. For another decade. It sat vacant for years.

And as your mayor, I'm not going to allow that to happen.”

—Questions to Development Natalie Quinn:

At a recent Planning Board meeting Ann Saylor requested a paper copy of a certain document because she was having trouble toggling back and forth between the pages of that approximately 7-page document. She was immediately supplied a paper copy of the document. So imagine if somebody like a Saylor can't manage on her desktop to toggle back and forth between certain documents. And yet you've asked, especially in this city with a digital divide, that members of the public toggle back and forth between the 274-page zoning document in order to an answer to the online survey.

Compare and contrast Saylor's experience with that of city residents being asked toggle back and forth between the PK4Keeps draft zoning document in general, as well as the online survey for that document.

So lastly, I'll just mention that a statement was released today regarding the zoning code draft issued by our unelected Mayor Marc Nelson, Council Chairwoman Natasha Brown and Council Vice-Chair Nathan Shook.

<https://www.cityofpoughkeepsie.com/civicalerts.aspx?AID=210>

It makes certain statements about Accessory Dwelling Units (ADUs) and, of course it's in response to the overwhelming opposition stated at the recent public hearing. But it doesn't contain any statements from the other council members, some of whom have made it clear that they remain invested in support of, and that they are operatives for the lobbying organization "For The Many."

In closing, once again, I protest the fabricated rules, nowhere specified in the City of Poughkeepsie Charter, being imposed on the public to limit questions and answers at tonight's Special Informational Meeting.

Special Informational Meeting Minutes of Monday, March 6, 2023

V. Adjournment

The meeting was adjourned at 7:38 p.m.

Dated: March 10, 2023.

I hereby certify that this true and correct copy of the Minutes of the Special Informational Meeting held on March 6, 2023.

Respectfully submitted,

Jasmin Nicole Davis
City Chamberlain



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, March 6, 2023, 6:30 p.m. Common Council Chambers

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie Common Council the date is Monday, March 6, 2023, and the time is 7:50 pm.

I. ROLL CALL: 9 present

II. REVIEW OF MINUTES:

**Public Hearing Meeting – February 21, 2023
Common Council Meeting – February 21, 2023**

**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.

-YES-

REMOVE:

IX. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

- 1. R-23-25, Resolution Regarding Fund Balance Policy**
- 2. R-23-26, Resolution Regarding Investment Policy**

3. **R-23-27**, Resolution Authorizing Investment in the NYCLASS Municipal Cooperation Agreement

ADD:

XI. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

1. **R-23-25**, Resolution Regarding Fund Balance Policy
2. **R-23-26**, Resolution Regarding Investment Policy
3. **R-23-27**, Resolution Authorizing Investment in the NYCLASS Municipal Cooperation Agreement

IV. PUBLIC PARTICIPATION

- **Naomi Brooks – Grand Ave. *submitted written comments***
- **Brian Hooper – 128 Academy St. *submitted written comments***
- **Doug Nobiletti – 145 Academy St.**
- **Laurie Sandow, S. Grand Ave. – *submitted written comments***
- **Bob Gorman – 102 N. Clinton St.**
- **Holly Wahlberg – 35 Garfield Pl.**
- **Ken Stier – Verrazano Blvd.**
- **Jamar Cummings – 5th Ward resident**

March 6, 2023 Common Council meeting
Naomi Brooks, S. Grand Avenue

I want to clarify my public comments of February 21, 2023 at the Common Council meeting referencing HDLPC membership, and to respond to Mayor Nelson's public comments about the same later in the meeting.

I was asking that both the public and the Common Council know the qualifications of commission members, as they are listed as requirements to hold such positions in section 19-4.5 of our code. I did not impugn any of the commission members; I was asking that we have this information so we can be assured that the commission is comprised of the correct mix of member backgrounds, experience, and interest. Contrary to impugning commission members, I am asking that we share this information in an easily accessible way to instill pride and confidence in the often-underappreciated work our volunteer boards do.

The mayor referenced Tim McQueen's stating of his qualifications at his first meeting as commissioner, but did not elaborate what those qualifications were, as he did later in his comments with two other appointees. I was hoping to fill in that information gap. Mr. McQueen's first meeting as HDLPC commissioner was held Sept 9, 2021 but the minutes and webcast of the meeting are missing from the city website, so the public has no record of his qualifications. Through Internet searching, I was able to find some outstanding work he's done within our city in *other* areas, but still have not been able to find any information about his qualifications to be on the HDLPC.

I also searched the Internet for the appropriate qualifications of the other 4 members whose names are listed on the HDLPC's city website page. Elisa Li has an architecture degree and lives in a landmarked district. Anthony LaRocca has a Master's degree in history and teaches government at Lourdes. John Bartlestone is a registered architect and lives in a landmarked district. I could not find any public information for Da'Ron Wilson that met any of the criteria for HDLPC appointees.

The qualifications of members of boards and commissions are important facts to share with the public and the Common Council. Members are expected to carry out tasks that require a level of education, experience, and interest that ensures the work is done with the best levels of professionalism.

Our charter section 2.02 says that the Common Council shall have oversight of the management of the city by the Executive Branch. I again urge the Council to amend the code of ordinances to fully benefit from the power of a shared government model. You should exercise that charter's requirement for oversight by requiring your approval for the mayor's appointees.

-Naomi Brooks

Supporting documentation:

Section 3.01 Mayor; Election; Term; Qualifications; Compensation

There shall be **a mayor, who shall be elected** from the city at large at an odd-numbered year general election **for a term of four years** commencing the first day of January next following his or her election. The mayor shall be directly responsible to all the people of the city. At the time of his or her nomination and election, and throughout his or her term of office, the mayor shall be and remain a qualified elector of the city. The mayor shall receive such compensation as shall be fixed by the common council, with due consideration given to such recommendations as may be made by the salary review commission, but in no event shall such compensation be less than \$72,000 annually, nor shall such compensation be increased or 12 04 - 01 - 2018 CHARTER diminished during a term in which the mayor shall then be serving. The Mayor's position is full-time and in accord therewith the mayor shall devote substantially all his or her time to the duties of the office.

Section 6.01 Committees, Commissions and Boards; Appointment; Termination; Terms; Membership Limitation

The mayor may appoint and terminate respectively such executive and administrative committees, commissions and boards, and the common council may appoint and terminate such legislative committees, commissions and boards, as respectively they may deem appropriate from time to time, or as may be required by state or federal law, this charter or the code. Except as otherwise provided in this charter or required by state law, members of each such committee, commission or board shall serve for a term or terms to be fixed by their appointing authority, but in no event shall any member serve beyond the thirty-first day of January next following his or her **appointing authority's own term of office** unless reappointed by his or her appointing authority's successor in office. Except as otherwise provided in this charter, no employee of the city shall be appointed as a voting member of any such committee, commission or board.

Section 6.07 Sunset Provision

Unless otherwise provided in this charter or required by state law, each committee, commission or board shall have ceased to exist as of the first day of February next **following the termination of its appointing authority's own term of office** unless theretofore reappointed by its appointing authority's **successor in office**.

I had not originally planned to comment on this, but since it's been brought up tonight: I FOILED (i.e., submitted a Freedom of Information request) for Tim McQueen's resume and application for a seat on the HDLPC (Historic District and Landmarks Preservation). It does not exist. If it ever existed, then its destruction would be a violation of Records Retention Law by the Records Access officer, the City Chamberlain. I also watched the most recent HDLPC meeting where Corporation Counsel Valk had to talk him through the chairing obligations of a very simple agenda, further demonstrating Tim McQueen's lack of qualifications as chair.

Now to my prepared comments:

Currently, there's a bill moving through the Florida courts that attempts to undermine and limit free speech. But we don't have to look to Florida when free speech is under attack right here in the City of Poughkeepsie. Oddly the perpetrators—City electeds, unelecteds, certain staff and employees among them—paint themselves as victims, rather than perpetrators.

As columnist Naomi Ishisaka wrote recently: "When do the privileged feel like victims? When others seek equality." She continued, "It seems whenever I write about structural power and privilege, people who benefit most from those systems respond that they are now victims of an unfairly stacked deck."

In the bizarro world of Poughkeepsie, councilmembers spread fake news, rumors, and their own personal attacks. They make decisions behind closed doors, violate the City Charter, won't reply to FOIL requests, ignore constituent Emails, illegally block or hide comments on their social media, and reduce public input and interactions to only three minutes per Council meeting. The Council Chair makes a mockery of good government by allowing certain councilmembers to disrupt decorum at will and without sanction. More mockery is made by the claim that it's "equitable" for councilmembers to launch one-way attacks on members of the public, only after that member of the public has returned to their seat and would be called out for a violation of decorum if they responded.

Every year, the Council adds more rules limiting and intimidating public participation, while failing to impose rules and penalties on Councilmembers regarding attendance, lateness, early meeting departure, absences, failure to serve their constituents, and their own violations of decorum, rules of ethics, and the City Charter itself.

Imagine the contempt in which these electeds hold the public, when they deem three minutes' comments every two weeks as three minutes too much, and when the only meaning they take from public comments and criticism is to portray and reject them as personal attacks rather than as an urgent need for reflection on how poorly councilmembers are serving both constituents and the City as a whole.

Three whole minutes at only 26 meetings a year—what does that add up to? Let me do the math: 78 minutes total. Or less than 1-1/2 hours total per speaker assuming that speaker showed up and spoke at every single Council meeting.

Imagine the contempt of these electeds who themselves never spoke up at, or attended Council meetings prior to election, never subjected themselves to a 3-minute time limit, don't hold Ward meetings or inform their constituents about Council issues and votes, yet use and abuse their privileged seats to limit and scorn public interest, participation and involvement.

Which one of them would last through the apprenticeship period of a blue collar worker, putting in the necessary time to learn and advance in a trade. However, here in Poughkeepsie there's no need for that. Councilmembers and their lobbyists run deceptive campaigns that, for example, misrepresent a white collar executive as understanding and living the struggles of working people. Electeds grab their Council seats of power, paychecks and premium healthcare, whether they know, care, or are trained and informed about the City's issues. Everything's kept secret, including whether they even show up for the backroom caucuses where—instead of conducting the public's business in public—they defy the public's interest by determining voting outcomes via misused consent agendas. Unless and until one or more councilmembers stand up for actual transparency and accountability, this current council is nothing more than a testament to what a poor choice this city makes when it puts untested, uninformed people without track records into office.

I reserve my right, when submitting these comments for inclusion in the minutes of this hearing, to restore edits and the unspoken remainder of comments that have been limited by the three-minute time constraint on public comments.

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS

I'm going to go right in the chairwoman comments. And I'm not going to have many because I want you to talk so myself, Councilmember Long, Councilmember Shook, and via phone Councilmember Johnson had an opportunity to visit a resident at the Grand, thanks to you.

And I just want to apologize to my colleagues because we had to have a limit with how many people we would be a quorum. So it was just the leadership, and because it's in the First ward, Councilmember Long. But there's a resolution tonight that I want to add all of your names to once we get to it. But I wanted Jamar to talk a little bit about because he's the one who actually approached me and let me know about this fabulous Miss Erna, who is a spitfire and just fantastic and wonderful. But I won't steal your thunder, but I would like you to take some time and talk a little bit about Miss Erna and, you know, and I want to and also commend you for even thinking about doing this, because a lot of times people, you know, this is like this is the fun part of our job. You know, up here, when we say here, we here say, that's not the fun part. That's the fun part.

Jamar Cummings: Well, let me first say, Mayor Nelson, Councilmember Long, Council chairperson- chairwoman sorry, Chairwoman Brown and Councilmember Shook, we really appreciate you guys taking the time out to come and celebrate Miss Erna Rogers 102nd birthday. So I work locally here at the Grande River Valley. I was approached by our activities director, thinking about things that we could do to celebrate Miss Erna. And she just threw out some things. Maybe getting a proclamation from the city. And I was like, Oh, I don't know if you people on city council, so let me reach out. So I would like to thank Natasha sent her a text. Her immediate response was, "Yes, we will do this". So we do appreciate it. Ms. Erna has been at River Valley for a while. She doesn't have any family, so we, the residents and staff at the facility, are her family. She has been talking about her birthday since last week. She has been smiling. She has we just showed her the news article yesterday and she has been smiling and she's been happy. Her only wish was to make it to see 102. She made it to see 102. And the city of Poughkeepsie was there to celebrate with her. So from the bottom of my heart, from the Grande River Valley, we do really appreciate and also just know that our doors are always open. We do serve a pretty underserved part of the community. We have a lot of residents who don't have families, who don't have people to come visit. So not just you, but the community, anyone out there who's listening to me just, you know, take a few minutes out of your day, maybe to stop by a nursing home, stop by River Valley, if you want. And just see who doesn't have family, who look who's looking to, you know, talk to someone. We have a ton of residents who would love to just have a conversation with people. So I once again, I appreciate the city of Poughkeepsie. You guys rocked and we really do appreciate it.

Chairwoman Brown: Really seeing people smile and making their day so perfect. So since you're going to show her this part, I'm actually going to read into the record the resolution because we're voting on it and consent so won't get read.

But this is going to be from the entire council and supported by Mayor Nelson.

Whereas Erna Rogers was born on March 2nd, 1921, in the city of Poughkeepsie, grew up with her brother and sister on Brenner Mill Company Farm in Clinton Corners.

And. WHEREAS, Miss Rogers graduated from the city of Poughkeepsie School District in 1938 and continue her education, at wood parenting school for typing in secretarial studies and worked as a junior accountant for various companies in Poughkeepsie.

And where Erna's first full time job was with Central Hudson and later she enjoyed a career IBM that spanned over 20 years.

And. WHEREAS, Erna's life was enriched by her involvement in her community and her lifelong membership at Saint John's Lutheran Church in Poughkeepsie.

And. WHEREAS, Erna states that her secret to a long life has been keeping God in her thoughts daily and thanking Him for all the good that He has done for her in her life. And now, therefore, be it resolved that the Common Council hereby hereby dedicates March 2nd, 2023, as Erna Rogers Day in the City of Poughkeepsie, and we're going to edit it in Add this forever March 2nd.

So, Miss Erna, I'm going to say a special message to Miss Erna. Miss Erna, I know you're going to watch this. March 2nd is always going to be your day here in the city of Poughkeepsie. Thank you.

VI. MAYOR'S COMMENTS

Thank you Chair Woman Brown Just a few quick things.

In the interest of time, I have three. And actually I want to thank all the department heads for participating in our semiannual informational meeting. And thank you to all the members of the public that got so many questions done in such a short period of time.

I want to just set the record straight back for a moment to the HDLPC. I did not appoint Mr. McQueen, Mayor Rolison appointed Mr. McQueen. What I am going to do is I've been reviewing some of my notes is and this was a recommendation of a member of the public with which I agree. I think Mr. Brooks brought this up. We will, with the consent of commissioners for all boards and commissions that the mayor appoints.

I can't speak for the Council. We will post those resumes on the website, but we need the permission of the individual volunteer because to the extent that they have personal information or cell phone numbers or something there, I do believe in transparent government. The decisions that I made to appoint the two individuals, I stand by.

I and I also believe I had the authority to make Mr. McQueen chair. So I did hear something tonight. It didn't go in one ear and out the other. And with the consent of folks in this goes to all boards and commissions. And I'll be sending a memo out this week to their respective chairs to bring this up in front of the ZBA, the planning board, the

HDLPC, the Shade Tree Commission. I think it's a good idea, but again, it's up to the individual volunteers whether they want their and what information they want put on the website. So I don't want the public to think that, you know, I'm sitting up here so entrenched in my own views that I can't hear the comment.

And I will say too, that we were really impressed with the community's engagement in this zoning public hearing on the 21st. I want to thank my colleagues on the council. You know, we acted together. The mayor extended the comment period, know just the 23rd. The council voted by resolution to set a special public hearing on zoning, which was held on February 21st.

We heard the public I think there was a statement published from myself and a couple of the council members, the chair and the vice chair, relative to at least one issue, which is that external advice. And I want to quote Chairwoman Brown, because her quote actually was right to the point. She said that this is, I think get this right, "This is how good government is supposed to work" or something like that.

The public came. We heard the public. We pulled this section. The debate is going to continue. I believe I heard tonight, Chairwoman Brown indicating with our development director Quinn that there was going to be another public hearing held specifically up on the north side.

And, you know, speaking for myself as mayor, you know, it's been, I don't know, 20, 30, 40 years since we've done the rezoning. You think another 40 days is going to really hurt the city of Poughkeepsie? I see some people agreeing with me in the audience. We're not going to rush this. We want to hear from everybody.

Chairwoman Brown: So can I just expand on that, please? What I neglected to mention is we also instructed the development director Ms. Quinn to provide abstracts of the changes for our hearings. It's not fair to ask members of the public to read 300 page document.

So that will also be available because it's really important for members of the public to understand what it is that's changing.

If we didn't sit up here in and had resources to understand some of these acronyms, we wouldn't know what they are either. So this process is going to be very transparent.

People can have fun trying to demonize me as the chair, but I'm really, really trying to do what I can do to make sure that we're developing all of our decisions based on public feedback and those changes that we made as a council, even though we're the only ones that are quoted, did not was not just a result of the speakers in the fourth in the Eighth Ward.

I have to be very clear. Councilmember Thompson had ward meetings and she provided feedback. Councilmember Flowers provided feedback.

So I just want to be very clear that this was not in response to just that meeting, that public hearing that was held. You know, there's there was a pretty strong consensus that the detached ADU's were not desirable at this time. But as I said in my comments, you know, we still you know, as far as expanding existing structures and such like that, we're going to explore because there's pretty much mixed opinions, you know, and there are a lot of on traditional homes. Right now, there are parents who are aging in living with their children, and they want to be independent. We want them to be independent. Grandma should not be in an extra spare room. If she's fully functional, she should be able to have her own apartment. Right. Don't we agree on that? You know, a college kid coming home trying to find a job, He may need a little independence as well, you know, so we are making and I want to thank Councilmember Menist because. And he was on that committee. And now that he's seeing the tenor of the public, he's actually, you know, willing to make those changes that are going to be in agreement with, you know, the majority. So I just want to be very clear that anytime you hear me speak in quoted in an article is the consensus of my colleagues, because I don't want anyone to think I'm acting independently. I'm just speaking as the leader in this. Do you have something to say council member Flowers?

Councilmember Flowers: Oh, is it my turn?

Chairwoman Brown: Oh, no, no. You were just looking. Oh, okay. You know, I when I when it's my turn to speak. At the U.N., they said to me, okay, so I just wanted to say that. So thank you, Mayor Nelson.

Mayor Nelson: Thank you. Continuing, almost done. So, the removal of the external ADU's from the draft zoning code wasn't the only change that was made. There was one other quick, real easy edit As part of the public comment, it was brought to our attention that the consultants had inadvertently left the old HDLPC historic code in there, so we just fixed that mistake. Put the new one in. Just want to be clear with everybody, there wasn't anything nefarious going on. It was just a straight mistake. So just want to give you my assurance of that. So those are the two changes that were made. And I believe it may be a draft.

You may already be up on our website. I did directed it, be placed on the website as soon as possible, but I haven't had a chance to check that it was turned to the substantive comments for tonight. I want to take a minute and thank the Finance Committee of the Common Council, led by Councilmember Flowers.

The Finance Committee met with myself, our Finance commissioner, Dr. Martinez, last week in a marathon session. On the agenda tonight are a number of policy documents that represent the most significant additions to policy on the fiscal front in this city's history. This is for the first time, as far as I know, a council will be passing with support tonight a general fund balance policy that commits this city to fiscal health for forever moving forward.

Some years ago, with council support, we passed a debt management policy that limited our borrowing, sort of a self-imposed limitation that was stricter than the constitutional debt limits. And we've abided by that policy. We borrowed very little money. Tonight, we're asking the council to adopt a number of policies. I'm not going to get into them because they've been moved from consent to off the consent calendar. I suspect that's because council members want to have a discussion about it, and I'll leave that to the chair of the Finance Committee.

But I just want to commend those members on Councilmember Grant and Councilmember Thompson and also Councilmember Shook from the Fourth Ward, and again, Chair the Chair of the Finance Committee, Yvonne Flowers.

In conclusion, the City expects a visit from our bond rating agencies this week. That will be Moody's and Standard Poor's. The good news is that we've come a long way since the city was downgraded in 2016. Our investment bond rating right now is below investment grade, has been below investment grade since that time. We hope that the passage of these policies tonight will help the fine work that's been going on across all city departments and this council to get the city's fiscal shop in order. And that's reducing our general fund deficit by over \$10 million, stabilizing the sanitation fund that was running a deficit and going back some years.

The consolidation of our transit with Dutchess County, which has saved millions of dollars for taxpayers since that was done back in 17.

Madam Chair, just a point of personal privilege. This was the first meeting of the Finance Committee this year. It was, as I said, a marathon session. But I really want the public to know that this is this is a big deal. We heard a lot of things tonight and a lot of questions.

And, you know, it's the hour is late. But what this council is about to do in the next hour matters to every single resident, every single taxpayer, every single employee of the city of Poughkeepsie. So thank you, Madam Chair.

VII. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

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

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

A motion to accept the Consent Agenda was made by Councilmember Long and seconded by Councilmember Shook.

- 1. R-23-23, Resolution Amending the IMA with PCSD regarding SABP**

RESOLUTION

(R-23-23)

INTRODUCED BY COUNCILMEMBER FLOWERS:

WHEREAS, Poughkeepsie City School District (PCSD) owns and maintains gymnasiums and related facilities at its High School, Middle School, and five elementary schools; and

WHEREAS, the City is desirous of utilizing PCSD's gymnasiums for the Student Athletic Basketball Program (SABP); and

WHEREAS, the Common Council of the City of Poughkeepsie and governing boards of PCSD have determined that it is in their mutual interests to enter into an Agreement for the purpose of allowing the Student Athletic Basketball Program to use the gymnasiums for the 2022-2025 program years; and

WHEREAS, the Common Council of the City of Poughkeepsie and governing boards of PCSD have determined that it is in their mutual interests to share the costs of running such program which operates for the benefit of youth in the City of Poughkeepsie who are students of the Poughkeepsie City School District; and

WHEREAS, the Common Council of the City of Poughkeepsie has allocated \$5,000 in its 2023 operating budget for the SABP; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into an agreement with each other in order to provide cooperatively, jointly and by contract any facility, service, activity or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, this resolution shall supersede Resolution R-23-20.

**NOW,
THEREFORE,**

BE IT RESOLVED, that the Common Council hereby authorizes the Mayor to

execute the attached Inter-municipal Agreement in form and substance as attached hereto.

SECONDED BY COUNCILMEMBER _____

R-23-23- VOICE VOTE			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Grant	Voter	☒	☐	☐	☐
	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Chairwoman Brown	Voter	☒	☐	☐	☐

2. R-23-24, Resolution Appointing Members to the Salary Review Commission

RESOLUTION (R-23-24)

INTRODUCED BY COUNCILMEMBER BROWN:

WHEREAS, pursuant to Section 4.02 of the Charter the Common Council is required to appoint three members to the Salary Review Commission no later than May 31 in the year proceeding a Mayoral election; and

WHEREAS, the Common Council's former leadership failed to move this important item forward just as it failed to move to name a redistricting commission in a timely manner; and

WHEREAS, there will be city wide elections for Mayor as well as Councilmembers for each of the city's current eight wards, and also for the At-Large position of Council Chair, in November of this year; and

WHEREAS, The Mayor has named his three selections and provided the City Chamberlain with an appointment letter dated February 9, 2023, a copy of which is attached to this Resolution and made a part of this record;

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the following individuals to the Salary Review Commission which shall serve for a period of ninety days or until such time as its charge is complete and it has reported its recommendations to the Common Council, whichever shall first occur:

1. Laura Foreman
2. Tamoya Norwood
3. Jasmine Clay

SECONDED BY COUNCILMEMBER SHOOK: _____

R-23-24- VOICE VOTE			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Grant	Voter	☒	☐	☐	☐
	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Chairwoman Brown	Voter	☒	☐	☐	☐

3. **R-23-28**, Resolution Declaring March 2, 2023 “Erna Rogers Day” in the City of Poughkeepsie

**A RESOLUTION DECLARING MARCH 2, 2023 “ERNA ROGERS DAY”
IN THE CITY OF POUGHKEEPSIE**

(R-23-28)

INTRODUCED BY CHAIRWOMAN BROWN, VICE CHAIR SHOOK, MAJORITY LEADER MENIST, MAJORITY WHIP JOHNSON, COUNCILMEMBER FLOWERS, COUNCILMEMBER LONG, COUNCILMEMBER GRANT, COUNCILMEMBER DEICHLER, COUNCILMEMBER THOMPSON AND SUPPORTED BY MAYOR MARC NELSON:

WHEREAS, Erna Rogers was born on March 2, 1921 in the City of Poughkeepsie. She grew up with a brother and sister on Brenner Mill Company farm in Clinton Corners.; and

WHEREAS, Ms. Rogers graduated from The City of Poughkeepsie School District in 1938 and continued her education at Wood-Purinton School for Typing and Secretarial Studies and worked

as a junior accountant for various companies in Poughkeepsie; and

WHEREAS, Erna's first full time job was with Central Hudson and later she enjoyed a career at IBM that spanned over 20 years; and

WHEREAS, Erna's life was enriched by her involvement in her community and her lifelong membership at St. John's Lutheran Church of Poughkeepsie; and

WHEREAS, Erna states that her secret to a long life has been keeping God in her thoughts daily and thanking Him for all of the good that he has done for her in her life; and

NOW, THEREFORE, be it resolved that the Common Council hereby dedicates March 2 as "Erna Rogers Day" in the City of Poughkeepsie.

SECONDED BY COUNCILMEMBER _____.

R-23-28- VOICE VOTE			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Grant	Voter	☒	☐	☐	☐
	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Chairwoman Brown	Voter	☒	☐	☐	☐

XI. ORDINANCES AND LOCAL LAWS:

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

A motion to accept the Action Agenda was made by Chairwoman Brown and seconded by Councilmember Long.

- 1. R-23-25, Resolution Regarding Fund Balance Policy**

RESOLUTION R-23-25

INTRODUCED BY Yvonne Flowers, Chris Grant, Nedra Patterson Thompson, Nathan Shook:

WHEREAS, the City has generated General Fund operating surpluses in every year since 2016 except 2020 due to the pandemic; and

WHEREAS, the City has reduced its General Fund balance deficit from negative \$19,065,181 in 2015 to negative \$2,361,220 (unaudited) as of December 31, 2022; and

WHEREAS, the City intends to produce its first positive General Fund balance by the end of 2023; and

WHEREAS, negative fund balances contribute to the City's below investment grade credit rating of "Ba1" with a "Stable Outlook," assigned by Moody's Investors Service; and

WHEREAS, below investment grade ratings contribute to higher costs of borrowing; and

WHEREAS, the City Administration and the Common Council are committed to improving economic stability in the City to provide taxpayers and stakeholders assurances that unforeseen and extraordinary events are not likely to adversely impact them; and

WHEREAS, the City recognizes the importance of maintaining an appropriate level of undesignated fund balance to withstand short-term financial emergencies; and.

WHEREAS, both the Office of the New York State Comptroller and the Government Finance Officers Association ("GFOA") recommend that local governments establish a policy to maintain reasonable levels of unexpended surplus funds in their General Fund and other principal funds to hedge against unanticipated expenditures and/or revenue shortfalls; and

WHEREAS, the Commissioner of Finance has developed the attached Fund Balance Policy (Exhibit A) for the City in an effort to define and provide guidelines to achieve and to maintain a prudent level of fund balance; and

WHEREAS, after review, the Common Council wishes to adopt the attached Fund Balance Policy and that such policy shall be reviewed annually for potential amendments at the Common Council's annual reorganization meeting.

NOW THEREFORE,

BE IT RESOLVED, that the Common Council hereby adopts the Fund Balance Policy attached hereto as Exhibit A.

SECONDED BY COUNCILMEMBER _____ .

			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Grant	Voter	☒	☐	☐	☐
	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Chairwoman Brown	Voter	☒	☐	☐	☐

2. R-23-26, Resolution Regarding Investment Policy

RESOLUTION R-23-26

INTRODUCED BY Yvonne Flowers, Chris Grant, Nedra Patterson Thompson, Nathan Shook:

WHEREAS, The City of Poughkeepsie has maintained fund balance deficits since 2009; and

WHEREAS, the City has generated General Fund operating surpluses in every year since 2016 except 2020 due to the pandemic; and

WHEREAS, the City has reduced its General Fund balance deficit from negative \$19,065,181 in 2015 to negative \$2,361,220 (unaudited) as of December 31, 2022; and

WHEREAS, the City intends to produce its first positive General Fund balance in 2023; and

WHEREAS, ongoing demonstrations of fiscal responsibility shall be guided by the primary objectives of the City of Poughkeepsie's investment activities; specifically, legality, safety, liquidity and yield; and

WHEREAS, to achieve these objectives the City will conform with all applicable federal, state and other legal requirements, adequately safeguard principal, provide sufficient liquidity to meet all operating requirements and, obtain a reasonable rate of return; and

WHEREAS, Section 39 of the General Municipal Law requires the City to adopt by resolution a comprehensive investment policy which details the City's operative policy and instructions to officers and staff regarding the investing, monitoring and reporting of funds of the City; and

WHEREAS, the Commissioner of Finance has developed the attached Investment Policy (Exhibit A) for the City satisfying the requirements of General Municipal Law Section 39(3)(a)-(g); and

WHEREAS, after review, the Common Council wishes to adopt the attached Investment Policy and that such policy shall be reviewed annually for potential amendments at the Common Council's annual reorganization meeting.

NOW THEREFORE,

BE IT RESOLVED, that the Common Council hereby adopts the Investment Policy attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that this resolution shall supersede Resolution R-23-05 approving banks for deposit, as the same topic is addressed within the attached Investment Policy.

SECONDED BY COUNCILMEMBER _____ .

R-23-26- VOICE VOTE			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Grant	Voter	☒	☐	☐	☐
	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Chairwoman Brown	Voter	☒	☐	☐	☐

3. R-23-27, Resolution Authorizing Investment in the NYCLASS Municipal Cooperation Agreement

RESOLUTION AUTHORIZING INVESTMENT IN THE NYCLASS MUNICIPAL COOPERATION AGREEMENT AMENDED AND RESTATED AS OF MARCH 28, 2019 (R-23-27)

INTRODUCED BY Yvonne Flowers, Chris Grant, Nedra Patterson Thompson, Nathan Shook:

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o") empowers municipal corporations, such as the City of Poughkeepsie, to enter into agreements for the performance of their respective functions, powers and duties on a cooperative or contract basis, with other municipal corporations; and

WHEREAS, the CITY OF POUGHKEEPSIE wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS, the CITY OF POUGHKEEPSIE wishes to assure the safety and liquidity needs of their funds;

NOW THEREFORE,

BE IT RESOLVED, that the Commissioner of Finance of the CITY OF POUGHKEEPSIE is hereby authorized to participate in the NYCLASS program under the terms of the NYCLASS Municipal Agreement Amended and Restated as of March 28, 2019.

SECONDED BY COUNCILMEMBER _____.

R-23-27- VOICE VOTE			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Grant	Voter	☒	☐	☐	☐
	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Chairwoman Brown	Voter	☒	☐	☐	☐

XII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

A motion was made to defer the below communication/petition to Corporation Counsel by Chairwoman Brown and was seconded by Councilmember Long.

- 1. FROM LORI A. KIERNAN**, a notice of property damage sustained on or around February 24, 2023.

XIII. ADJOURNMENT:

A motion was made by Councilmember Long and seconded by Councilmember Thompson to adjourn the meeting at 9:50 PM.

Dated: March 10, 2023

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, March 6, 2023.

Respectfully submitted,

Jasmin Nicole Davis

City Chamberlain