



COMMON COUNCIL MEETING

Changepoint Theatre
Monday, August 23, 2021
6:30 p.m.

- I. ROLL CALL:**
- II. REVIEW OF MINUTES:**

Common Council Meeting - July 6, 2021
Common Council Meeting - July 12, 2021
Special Meeting - August 10, 2021
- III. READING OF ITEMS** by the City Chamberlain of any items not listed on the printed agenda.
- IV. PUBLIC PARTICIPATION:**
- V. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:**
- VI. MAYOR'S COMMENTS**
- VII. REPORTS OF COMMITTEES AND BOARDS:**
 - 1. FINANCE COMMITTEE REPORT, CHAIR COUNCILMEMBER MENIST**
 - 2. SOUTHERN WATERFRONT REDEVELOPMENT TASK FORCE REPORT, CO-CHAIR COUNCILMEMBER BRANNEN**
- VIII. MOTIONS AND RESOLUTIONS:**
 - 1. Resolution R-21-62**, approving the designation of 112 Mill Street as a local historic site
- IX. ORDINANCES AND LOCAL LAWS:**
- X. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:**
 - 1. A COMMUNICATION FROM CHAIR SALEM**, introducing Good Cause Eviction Legislation
 - 2. A COMMUNICATION FROM COUNCILMEMBERS CHERRY, FLOWERS & PETSAS AND CITY ADMINISTRATOR NELSON**, regarding the establishment of the Division Youth Services within City of Poughkeepsie Government
 - 3. A COMMUNICATION FROM CITY ASESSOR TAYLOR**, on the annual adjusted base proportions

4. **A COMMUNICATION FROM ASSISTANT CITY ENGINEER JOE CHENIER**, regarding acceptance of a grant from NYSDOT for the City of Poughkeepsie Pedestrian Safety Improvements
5. **FROM KAROLYN BRUNO MARQUEZ**, a notice of personal injury sustained on February 28, 2021.
6. **FROM RICHARD BASORA**, a notice of personal injury sustained on April 28, 2021.
7. **FROM KIRON JACKSON**, a notice of property damage sustained on May 26, 2021.
8. **FROM ANTHONY PANEBIANCO**, a notice of personal injury sustained on June 1, 2011.

XI. UNFINISHED BUSINESS:

XII. NEW BUSINESS:

XIII. ADJOURNMENT:

RESOLUTION
(R-21-62)

INRODUCED BY COUNCILMEMBER PETSAS **:**

WHEREAS, an application for historic designation pursuant to Section 19-4.5(3) of the Code of Ordinances has been received by the Historic District and Landmark Preservation Commission for the property known as 112 Mill Street; and

WHEREAS, on March 11, 2021 the Historic District and Landmarks Preservation Commission duly convened and voted to recommend the Common Council approve the application and designate 112 Mill Street as a local historic site; and

WHEREAS, the pursuant to Section 19-4.5(e) of the Code of Ordinances, the Common Council duly held a public hearing within Sixty (60) days of the decision of the Historic District and Landmark Preservation Commission; and

NOW, THEREFORE,

BE IT RESOLVED, that pursuant to Section 19-4.5(f) of the Code of Ordinances, the Council hereby approves the designation of 112 Mill Street as a local landmark site; and

BE IT FURTHER RESOLVED the Building Inspector shall immediately cause such property to be so designated on the Landmark and Historic District Map and the Zoning Map of the City of Poughkeepsie; and

BE IT FURTHER RESOLVED that the City Chamberlain shall cause such designation to be filed in the Office of the Dutchess County Clerk.

SECONDED BY COUNCILMEMBER _____ **.**

**RESOLUTION INTRODUCING LOCAL LAW
AND PROVIDING FOR PUBLIC
NOTICE AND HEARING
(R-21-##)**

INTRODUCED BY COUNCILMEMBERS FLOWERS AND CHERRY & PETSAS:

BE IT RESOLVED, that an introductory Local Law, entitled “Local Law Amending Section 9.01 of the Administrative Code of the City of Poughkeepsie, New York”; and it hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

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

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 6:00 o’clock P.M., on September 7, 2021; and

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

SECONDED BY COUNCILMEMBER _____.

**LOCAL LAW AMENDING SECTION 9.01 OF THE ADMINISTRATIVE CODE
ENTITLED DEPARTMENT OF DEVELOPMENT
(LL-21-##)**

INTRODUCED BY COUNCILMEMBERS FLOWERS, CHERRY & PETSAS

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law amending Section 9.01 of the Administrative Code of the City of Poughkeepsie entitled “Department of Development”, to provide as follows:

**Article IX
DEPARTMENT OF DEVELOPMENT**

Section 9.01 Department of development.

[L.L. No. 4-1995, § 1; L.L. No. 10-2001, § 1; L.L. No. 1-2010, § 1]

There shall be a department of development which shall consist of the planning, building, **zoning, youth services** and social development divisions. The department of development shall be managed by the development director, **who shall report to the City Administrator. The duties of the development director shall include the duty to supervise and manage the activities of the building division, as well as the divisions of Zoning, Planning, Youth Services, and Social Development.**

Section 9.02 Building Division.

[L.L. No. 1-2010, § 1]

The **Development** Department shall include a division of building which shall be responsible for

- (a) the enforcement of the state and local building codes, Minimum Housing Standards Ordinance and Zoning Ordinance, and the issuance of notices and orders for enforcement of the same;
- (b) the review of plans and specifications for and inspection of rehabilitation and construction work within City of Poughkeepsie; and
- (c) the administration and enforcement of all provisions of the laws, ordinances and regulations applicable to the construction, alteration, repair, removal and demolition of buildings and structures and the installation and use of materials and equipment therein and the location, relocation, use, occupancy and maintenance thereof.

Section 9.03: Division of Youth Services

The Division of Youth Services will include a full-time Division Head who shall report to the Development Director and who shall be responsible for supporting youth services and programs for the benefit of city residents and their families including, but not necessarily limited to:

- (a) Establish and sustain youth programs for City of Poughkeepsie residents, including but not limited to programs involving, but not necessarily limited to, academics, the arts, and athletics.**
- (b) Oversee the operations and disbursements of the City's youth grant programs, which shall be funded by the City of Poughkeepsie. The Division head will also apply for supplemental funding from other eligible sources to help sustain and grow the grant programs.**
- (c) Act as liaison with the City of Poughkeepsie to the City of Poughkeepsie Children's Cabinet, City of Poughkeepsie School District, Dutchess County, and external stakeholders and non-profit organizations including the Youth Empowerment Center.**
- (d) Create and maintain a centralized directory of all youth services available in the area in such a way that the public may easily access information regarding available programs for eligible City of Poughkeepsie youth.**

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

SECONDED BY COUNCILMEMBER _____

~~STRIKETHROUGH~~ INDICATES DELETION
BOLD INDICATES ADDED LANGUAGE

Submitted to Council: Council Action: Approved Roll call vote taken: Yes____ No____ Ayes__ Nays__ Abstain__ Absent__ Approved by Mayor on _____ Mayor's Signature _____	I hereby certify the foregoing to be a true and correct copy of a Resolution duly adopted at a regular meeting of the Common Council held _____ _____ City Chamberlain
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TO: Sarah Salem, Chair & Members of the City of Poughkeepsie Common Council.

FROM: Rob Rolison, Mayor; Dr. Eric Jay Rosser, Poughkeepsie City School District Superintendent; Marc Nelson, City Administrator; Rob Watson Jr., James Watson and Kylynn Grier, Poughkeepsie Children's Cabinet Staff; Mario Johnson, Chair of Poughkeepsie Children's Cabinet Out-of-School Enrichment and Learning Working Group; Dr. Julie Riess, Chair of Poughkeepsie Children's Cabinet Early Childhood Working Group; Natasha Cherry, Councilmember (6th Ward) and Yvonne Flowers, Councilmember (5th Ward), Poughkeepsie Common Council.

CC: Jasmin Davis, City Chamberlain, Paul Ackermann, Corporation Counsel, Nick Gildard, Assistant Corporation Counsel, Brian Martinez, PhD, Commissioner of Finance, Regina Pittman, Director of Human Resources.

DATE: August 17, 2021

RE: Establishing a Division of Youth Services within City Government.

Executive Summary

The following memo is the product of two years of ongoing conversations between members of the City of Poughkeepsie Government; Poughkeepsie City School District; members of the City of Poughkeepsie Common Council; and the Poughkeepsie Children's Cabinet. These conversations — recognizing acute deficits in youth services within the City of Poughkeepsie — have intensively investigated how cross-sector collaboration in the City of Poughkeepsie can more effectively align and generate resources for youth in our city, while anchoring shared efforts through the creation of a citywide cradle-to-career agenda for child development. Through this cross-sector dialogue, we have established universal agreement that a fundamental limiting factor in improving services for children in Poughkeepsie is the absence of any City Hall capacity and municipal staff whose sole responsibility is the provision of youth services and positive youth development. For this reason, we are collectively proposing the creation of a Division of Youth Services in the City of Poughkeepsie Government.

This document aims to:

- i) Provide framing on the structural inequities City of Poughkeepsie youth encounter
- ii) Highlight emerging efforts to advance youth development opportunities in our city
- iii) Establish why it is essential that city government create a youth services division to steward cradle-to-career programming and public policy.

The Need for City Leadership in Youth Development

The City of Poughkeepsie's need for a comprehensive approach to child and youth development is clear. Currently, one in four children in the City of Poughkeepsie grow up in poverty,¹ with 60% of children growing up in single parent households.² The city's majority-minority public school system is consistently ranked as one of the state's lowest

¹ https://mhvcommunityprofiles.org/children_youth/children-living-in-poverty

² https://mhvcommunityprofiles.org/children_youth/single-parent-families



performing³ and its educational outcomes are well below high-poverty peer districts.⁴ Data on upward mobility reveals that residents who grew up in the City of Poughkeepsie poorest neighborhoods had a median income of \$24,000 as an adult.⁵ Meanwhile, youth left without support and resources are being drawn into an ongoing gun violence emergency in the city, with three city teens dying from gun violence in a recent seven-month span.⁶

Historically, the burden of addressing these intergenerational challenges has been left to our public school system and nonprofit sector; both have suffered from decades-long underinvestment and structural disadvantages. Noticeably absent from this ecosystem has been a robust city government role to address one of our community's most glaring public problems.

Nationally, we know that two-thirds of the difference in educational attainment amongst students in the United States is due to out-of-school factors such as poverty, home environment and community investment.⁷ We also know that children and youth spend 80% of their waking hours outside of school and that by the time children from low- and middle-income households reach the sixth grade,⁸ middle-income families have spent 6,000 more hours on extracurricular enrichment programming for their children than their low-income peers.⁹ Many of these disparities also begin at birth: By age two, we see profound differences in cognitive development amongst children that have implications for their future educational attainment, earnings potential, dependency on social services and incarceration rates.¹⁰

Schools as currently constructed are not a sufficient intervention to ensure educational equity and socioeconomic opportunity for all. Our community needs a new social compact for children and youth with its local government playing a leading role in creating cradle-to-career systems of opportunity.

Emerging Opportunities: A Poughkeepsie where Youth Come First

In recent years, a critical mass of partners has come together to transform the city's approach to its civic infrastructure and youth services, rallying around a vision to reframe Poughkeepsie's revitalization as an investment in its people. Three efforts in particular have emerged as catalytic opportunities to advance systems change:

i) The redevelopment of Poughkeepsie's former YMCA site into a new state-of-the-art youth opportunity center through an unprecedented City-County partnership with the "35 Montgomery Street Coalition". This partnership has also been accompanied by a growing city investment in youth services through the Poughkeepsie Youth Activities Grant Program and a renewed commitment to scale public investments in parks and recreation.

³ <https://www.newyorkupstate.com/news/g66l-2019/03/e5defce2599d4/the-53-worst-school-districts-in-upstate-ny-graded-for-2019.html>

⁴ "Poughkeepsie City School District Compared to Its Peers"

⁵ <https://www.opportunityatlas.org/>

⁶ <https://www.poughkeepsiejournal.com/story/news/local/2021/07/12/poughkeepsie-gun-violence-rise-officials-offer-solutions/7942217002/>

⁷ <https://commonwealthmagazine.org/education/coordinating-services-for-students-pays-huge-dividend/>

⁸ <https://blogs.worldbank.org/impactevaluations/how-leverage-time-children-spend-out-school-learning>

⁹ <https://www.expandedschools.org/policy-documents/6000-hour-learning-gap#sthash.XPDP6GZh.dpbs>

¹⁰ <https://www.brookings.edu/blog/social-mobility-memos/2013/09/24/early-childhood-achievement-gaps-and-social-mobility-part-1/>



ii) The launch of the Poughkeepsie Children's Cabinet (PCC)¹¹ as a cross-sector coordinating body co-chaired by the Mayor of the City of Poughkeepsie and the Poughkeepsie City School District Superintendent of Schools that aims to establish a cradle-to-career system of supports and opportunities for children, youth and families in our community.

The Cabinet benefits from membership in the Harvard *EdRedesign Lab By All Means Initiative*¹² as one of only eight communities in the nation receiving intensive support in developing systems of opportunity for children, youth and families.

Early achievements of the PCC include:

1) Collaboration between the Poughkeepsie Children's Cabinet, Poughkeepsie City School District and Dutchess County Government to launch a new partnership with *City Connects*,¹³ the nationally-acclaimed program that provides students with individualized success plans to address their in-school and out-of-school needs and coordinate wraparound service delivery in partnership with key community institutions.

2) Additionally, the Cabinet has played a major role in Poughkeepsie's COVID-19 response, fundraising in support of the purchase of digital devices for students.

3) In early 2021, the Cabinet launched two citywide working groups in "Early Childhood" and "Out-of-School Enrichment and Learning."¹⁴

4) The PCC has also partnered with the Forum for Youth Investment; Marist College Center for Civic Engagement and Leadership; Marist Center for Social Justice Research; and Vassar College's Office of Community-Engaged Learning to implement a citywide youth engagement campaign which incorporates the perspectives of City of Poughkeepsie youth into Cabinet programming and is exploring the creation of a permanent youth civic engagement infrastructure.

In addition, the PCC is partnering with the Children's Funding Project,¹⁵ Poughkeepsie Alliance and The Dyson Foundation to create a 'fiscal map' in order to better understand Poughkeepsie's existing web of public and private funding streams that support youth programs and services. The effort will better align existing resources and help identify coverage gaps.

iii) The launch and implementation of Dutchess County's Path to Promise initiative¹⁶ that is partnering with City of Poughkeepsie institutions to develop cradle-to-career pathways for youth ages 0-19 in the region. Through this effort, the County government has strengthened its own Division of Youth Services by creating an Assistant Commissioner for Youth Services position in addition to support staff and a growing portfolio of grants.

A Collective Call for City Leadership in Youth Services

Over the last year we have witnessed a growing consensus that this moment represents a singular opportunity to make once-in-a-generation investments in children, youth and families. From the federal investment coming to

¹¹ <https://www.pkchildrenscabinet.com/>

¹² <https://edredesign.org/by-all-means-initiative>

¹³ <https://www.bc.edu/bc-web/schools/lynch-school/sites/cityconnects.html>

¹⁴ Introduction to Cabinet Working Groups ([link](#)); Poughkeepsie Children's Cabinet Working Group Members ([link](#))

¹⁵ <https://www.childrensfundingproject.org/>

¹⁶ <https://www.dutchessny.gov/Departments/Youth-Services/Youth-Services-Path-to-Promise.htm>



Poughkeepsie through the American Rescue Plan to the national reckoning around racial justice to COVID-19 recovery as a vehicle for establishing a new social safety net, the City of Poughkeepsie must meet this call to action with an institutional infrastructure to lead this work. While local government has made strides, the City of Poughkeepsie government as currently constructed lacks the necessary staffing and resources to steward youth programming and public policies at scale.

Throughout its deliberations on the 35 Montgomery Street redevelopment, the City of Poughkeepsie Common Council and the city's citizenry have emphasized the importance of ensuring that the city's interests remain a key component of the programmatic vision and operating model for the youth opportunity center. The creation of a new Division of Youth Services will facilitate this stated goal of the Council.

Relatedly, the Poughkeepsie Children's Cabinet has launched two citywide Working Groups in "Out-of-School Enrichment and Learning" and "Early Childhood," bringing together leaders across sectors from the community to deliberate on policy recommendations for community institutions across their respective domains. Both of these working groups have identified the need to establish a City Division of Youth Services as vital to advancing progress in their domains and, ultimately, in creating a comprehensive plan for child and youth development that formalizes a cradle-to-career vision of success as fundamental to Poughkeepsie's future.

Within the Poughkeepsie Common Council itself, several council members have also called for the need to institutionalize a citywide approach to youth development from cradle-to-career that is equally as compelling as city investments in infrastructure, economic development and planning.

Proposed Legislation for Council Consideration

For all of the reasons above, we submit this memo in support of the attached draft legislation, establishing the Division of Youth Services within the Development Department of the City. This is a necessary step that will allow the budgeting of resources within the upcoming 2022 budget and beyond, the creation of positions within the Division, such as the division head and administrative support, as well as for the long-term sustainability and formalization of the important partnerships discussed herein.

At a time where the City of Poughkeepsie community is coalescing to renew its commitment to children and youth, city government must provide the necessary resources and staffing to sustain and institutionalize these efforts. It is our hope that the Poughkeepsie Common Council will pass legislation to create a Division of Youth Services that will allow our city to shape its own destiny and signal to our residents that in the City of Poughkeepsie, our youth come first.

**RESOLUTION
(R-21-XX)**

INTRODUCED BY CHAIR SALEM

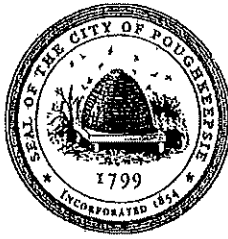
BE IT RESOLVED, that the attached certificates of Base Percentages, Current Percentage, Base proportions and Certificate of Adjusted Base Proportions for the levy of taxes on the 2021 Assessment roll are hereby approved in accordance with Article 19 of the Real Property Tax Law.

SECONDED BY COUNCILMEMBER_____.

The City of Poughkeepsie

New York

John Taylor
Assessor
jtaylor@cityofpoughkeepsie.com



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601
845-451-4039

August 2, 2021

COMMON COUNCIL
City of Poughkeepsie

CC Meeting: August 23, 2021
Resolution: R21-XX

Re: Adjusted Base Proportions

Chairperson Salem and Councilmembers,

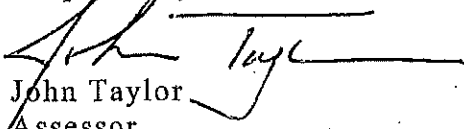
Annexed hereto please find proposed Resolution: R21-XX regarding the above referenced Adjusted Base Proportions. The base Homestead and Non-Homestead proportions for 2021 are required for City of Poughkeepsie tax preparation and I respectfully request that you approve the attached Certificate pursuant to Article 19 of Real Property Tax Law.

Article 19 established as part of Real Property Tax Law in 1981 for the purpose of mitigating the shift of taxes to residential property as a result of reassessment. A proportional ratio is established between the two classes and annual adjustments to the base proportion are required in order to account for changes during the assessment year due to construction, demolition, change in exempt status and/or change in NYS Classification Code. The method of calculating adjustments are prescribed in RPTL 1803-a, and overseen by NYS Office of Tax and Finance.

This Certificate, prepared by the Assessor in conjunction with the NYS Office of Real Property Service, pursuant to the Real Property Tax Law and the Rules and Regulations of the Office of Real Property Tax Service.

I will present myself at your Council Meeting of August 23, 2021 to provide detail and answer questions.

Respectfully,



John Taylor
Assessor
City of Poughkeepsie

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RP/L
FOR THE 2021 ASSESSMENT ROLL

Approved Assessing Unit City of Poughkeepsie, 131300
Name of Portion City of Poughkeepsie, 131300
Reference Roll 2020
Levy Roll 2021

CERTIFICATION

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTITY CHANGES
EQUILIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Section I	(A) Total Assessed Value on the Reference Roll excluding (Special/Franchise)	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes (B-C)	(E) Surviving Total Assessed Value on the Reference Roll (A-C)
Homestead	1,175,165,491	4,461,135	2,590,500	1,870,535	1,176,574,991
Nonhomestead	555,205,305	12,480,800	5,414,200	7,066,600	563,792,105

Class	(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll and Levy Roll	(H) Net Equalization Changes	(I) Change in Level of Assessment Factor
Homestead	147,183,234	2,055,574	145,127,560	1,12335
Nonhomestead	29,332,332	4,316,546	25,015,686	1,04437

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Section II	(J) Taxable Assessed Value on the Levy Roll excluding Special Franchise	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor
Homestead	1,341,025,790	1,167,071,439	91,383,993	1,167,071,439	1,165,909,722	1.00709
Nonhomestead	571,234,566	546,965,474	631,383,993	638,349,467	631,486,217	1.01087

COMPUTATION OF ADJUSTED BASE PROPORTIONS

Section III	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P-O)	(R) Adjusted Base Proportions
Homestead	58.77792	58.84143	58.54191
Nonhomestead	41.22218	41.57020	41.45809
Total	100.00000	100.51163	100.00000

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

signature

title

0.9987
1.0298

NEW YORK STATE OFFICE OF REAL PROPERTY TAX SERVICES
Bldg 8A - WA Hartman Campus Albany, NY 12227

08/02/21

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2021 ASSESSMENT ROLL

Approved Assessing Unit City of Poughkeepsie, 131300
Name of Portion City of Poughkeepsie, 131300

CERTIFICATION

DETERMINATION OF BASE PERCENTAGES

Section I	(A) 2006 Taxable Assessed Value	(B) 2006 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) Base Percentages (C/sum of C)
Homestead	1,663,288,662	100.00	1,663,288,662	70.8173
Nonhomestead	685,416,541	100.00	685,416,541	29.1827
Total	2,348,705,203		2,348,705,203	100.0000

DETERMINATION OF CURRENT PERCENTAGES

Section II	(E) 2020 Taxable Assessed Value including Special Franchise Homestead	(F) 2020 Class Equalization Rate	(G) Estimated Market Value E/(F/100)	(H) Current Percentages (G/sum of G)
Homestead	1,165,809,722	100.00	1,165,809,722	64.8647
Nonhomestead	631,486,217	100.00	631,486,217	35.1353
Total	1,797,295,939		1,797,295,939	100.0000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III	(I) Local Base Proportion for the 2006 Assessment Roll	(J) Updated Local Base Proportion	(K) Prospective Current Base Proportion Column (L) Pro-rated to 100.00	(L) Adjusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((K/L)-1*100)	(N) Maximum Current Base Proportion	(O) Current Base Proportions
Class		P(H/D)	(J/sum of J)			(L*1.05)	
Homestead	65.20854	59.72738	58.77782	58.69436	0.24		58.77782
Nonhomestead	34.79146	41.88812	41.22218	41.36562	-0.35		41.22218
Total	100.00000	101.61560	100.00000	100.00000			100.00000

I, the clerk of the legislative body of the approved
assessing unit identified above, hereby certify
that the legislative body determined on _____
base percentages, current percentages, and
current base proportions as set forth herein for the
assessment roll and portion as identified above.

signature

title

date

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law.

City of Poughkeepsie

2021

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class

Current Percentage for Homestead Class (part H of form RP-6701)		64.86465
Adjusted Base Proportion for Homestead Class (part R of form RP-6703)	-	58.54192
Difference		6.32273

**STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%.
Add this amount to the Homestead Adjusted Base Proportion.**

			POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
Select a Percentage	Amount to be added to Homestead ABP		Homestead	NonHomestead
			58.54192	41.45808
10%	0.63227		59.17419	40.82581
20%	1.26455		59.80646	40.19354
25%	1.58068		60.12260	39.87740
30%	1.89682		60.43874	39.56126
40%	2.52909		61.07101	38.92899
50%	3.16137		61.70328	38.29672
60%	3.79364		62.33556	37.66444
70%	4.42591		62.96783	37.03217
75%	4.74205		63.28397	36.71603
80%	5.05819		63.60010	36.39990
90%	5.69046		64.23238	35.76762
100%	6.32273		64.86465	35.13535

RESOLUTION
(R-21-XX)

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

INTRODUCED BY COUNCILMEMBER _____

WHEREAS, a Project for the City of Poughkeepsie Pedestrian Safety Improvements in the City of Poughkeepsie, PIN 8762.03 (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 100% Federal funds and 0% non-federal funds; and

WHEREAS, the City of Poughkeepsie desires to advance the Project by making a commitment of 100% of the costs of construction and construction inspection, and

WHEREAS, the Common Council has determined that this Project is in the best interest of the City.

NOW, THEREFORE

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby approves the above-subject Project; and it is hereby further

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

RESOLVED, that the Common Council of the City of Poughkeepsie hereby authorizes the City of Poughkeepsie to pay in the first instance 100% of the cost of construction and construction inspection for the Project or portions thereof; and it is further

RESOLVED, that the sum of TWO MILLION ONE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$2,187,000) is hereby appropriated from PEDSI.02 12-08-5110 7469 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 exceed the amount appropriated above, the Common Council of the City of Poughkeepsie 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 Mayor 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: City Administrator, Commissioner of Public Works, and City Engineer are also hereby authorized to execute any necessary Agreements or certifications on behalf of the City of Poughkeepsie, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement; and it is further

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.

STATE OF NEW YORK)

) SS:

COUNTY OF DUTCHESS)

I, _____, 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 _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

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

Clerk, City of Poughkeepsie

Sponsor: City of Poughkeepsie
 PIN: 8762.03 BIN: N/A
 Comptroller's Contract No. D036037
 Supplemental Agreement No. 1
 Date Prepared: 07/02/2021 By: mg
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D036037 (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 (check applicable categories):

☒ 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 **Construction** which covers eligible costs incurred on/after 1 / 1
 - ☐ 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):

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8762.03

OSC Municipal Contract #: <u>D036037</u>	Contract Start Date: <u>11/1/2018</u> (mm/dd/yyyy)	Contract End Date: <u>8/31/2023</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. ☐ 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: BIKE/PED./FACILITIES	County (If different from Municipality): Dutchess County				
Marchiselli Eligible ☐ Yes ☒ No (Check, if Project Description has changed from last Schedule A): ☐					
Project Description: City of Poughkeepsie Pedestrian Safety Improvements, City of Poughkeepsie, Dutchess County					
Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.					
Check box to Indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☐	Cumulative total for all prior SFYs	\$	\$	\$0.00	\$ 0.00
☐	Current SFY	\$0.00	\$	\$0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program 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	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
..	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
..	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:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, 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.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8762.03.121	Current	HSIP	\$243,000.00	\$243,000.00	\$0.00	\$0.00
	Old	HSIP	\$ 0.00	\$243,000.00	\$0.00	\$0.00
8762.03.321	Current	HSIP	\$2,187,000.00	\$2,187,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$2,430,000.00	\$2,430,000.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$2,430,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$2,430,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Marshall Gioia</u> Phone No: <u>845-431-5804</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Smart Growth Attestation (NYSDOT ONLY).	☒	☐
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	☐	☒
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☒

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	☐	☒
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☒
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☒
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☒
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☒
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☒
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☒

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|-------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | ☒ | ☒ |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | ☒ | ☒ |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

October 2019

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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 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.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

2021 JUL 27 AM 9:25

In the Matter of the Claim of

KAROLYN BRUNO MARQUEZ

-against-

NOTICE
OF CLAIM

POUGHKEEPSIE HOUSING AUTHORITY
and
CITY OF POUGHKEEPSIE

To: **POUGHKEEPSIE HOUSING AUTHORITY**
4 Howard Street
Poughkeepsie, NY 12601

CITY OF POUGHKEEPSIE
62 Civic Center Plaza
Poughkeepsie, New York 12601

MAY 28 '21 AM 10:46

PLEASE TAKE NOTICE that the undersigned complainant hereby makes claim and demand against the **POUGHKEEPSIE HOUSING AUTHORITY and CITY OF POUGHKEEPSIE** as follows:

1. The name and post-office address of each claimant and claimants attorney:

Karolyn Bruno
120 Hudson Ave, Apt. 9B2
Poughkeepsie, NY 12601

Sullivan & Brill, LLP
115 Broadway, 17th Floor
New York, New York 10006
(212) 566-1000

2. The nature of the claim:

To recover damages for personal injuries as a result of the **POUGHKEEPSIE HOUSING AUTHORITY and CITY OF POUGHKEEPSIE's** negligence.

Defendants, through their employees, servants, contractors and/or agents were negligent in the ownership, management, maintenance, repair, design, construction and control of the subject location and its adjoining areas in permitting, allowing and causing the subject location to become and remain in a dangerously slippery, snowy and icy condition; in failing to properly remove snow and ice from the subject location; in failing to plow, shovel, salt, and sand the

subject location; in maintaining said area in a dangerous and defective condition; in failing to provide a safe place of passage for pedestrians; in failing to set up barricades, signs, lights or other warning devices to warn pedestrians of the dangerous, defective condition; in failing to direct pedestrian traffic around the dangerous, defective condition; in failing to properly supervise, control and inspect the work being performed by its employees, servants, agents and contractors; in permitting a dangerous, defective, and recurrent condition to exist thereat; in failing to make safe the dangerous condition after becoming aware of the condition and/or after it should have become aware of the condition; in creating the dangerous condition by piling snow in a place where it was reasonable foreseeable that it would melt and refreeze in a location that pedestrians would foreseeable be walking; and in otherwise being negligent.

3. *The specific defect:*

On or about February 28, 2021 at approximately 11:00 am, at the location specified below, the claimant was walking and caused to slip and fall on an icy condition on the sidewalk.

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

On February 28, 2021 at approximately 11:00 am, the claimant, KAROLYN BRUNO MARQUEZ, was walking on the sidewalk in front of 120 Hudson Avenue, Poughkeepsie, NY 12601 in front of building 10 when she slipped and fell on snow and ice. The area is depicted in the Google images attached hereto as Exhibit A.

5. *The items of damage or injuries claimed are:*

Medical expenses, loss of earnings, loss of earning capacity, as well as physical, mental and emotional suffering. The claimant, KAROLYN BRUNO MARQUEZ, sustained multiple internal and external personal injuries, including, but not limited to: Fractured left fibula requiring an open reduction with internal fixation surgery on February 28, 2021.

6. *Total amount claimed:*

\$10,000,000

The undersigned claimant therefore presents 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 claimants intend to commence an action on this claim.

Dated: New York, New York
May 19, 2021

SULLIVAN & BRILL, LLP
Attorneys for Claimant, KAROLYN
BRUNO MARQUEZ

A handwritten signature in cursive script, appearing to read "Joseph I. Sullivan".

By: Joseph Sullivan, Esq.

115 Broadway, 17th Floor
New York, New York 10006
P: (212) 566-1000
Email for Service of Papers:
emailservice@sullivanbrill.com

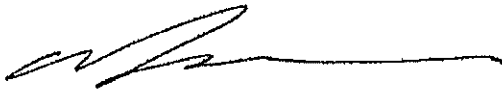
INDIVIDUAL VERIFICATION

State of NEW YORK)
) ss:
County of DUTCHESS)

KAROLYN BRUNO MARQUEZ, being duly sworn, deposes and says that deponent is the claimant in the within action; that he 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.

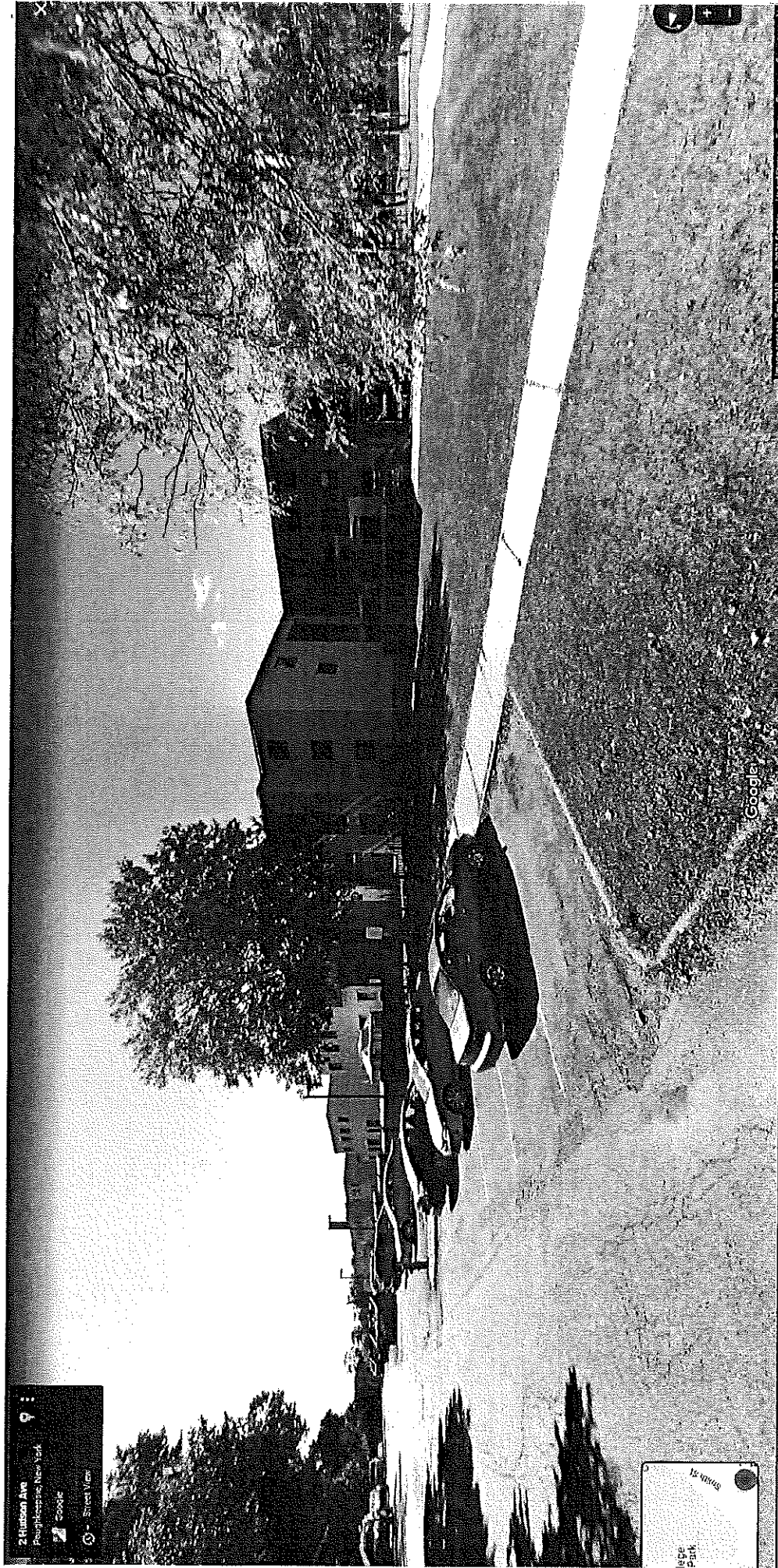
Karolyn Bruno
KAROLYN BRUNO MARQUEZ

Sworn to before me this
21 day of May, 2021



Notary Public

QIHANG YAO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01YA6412727
Qualified in New York County
My Commission Expires 01-11-2025

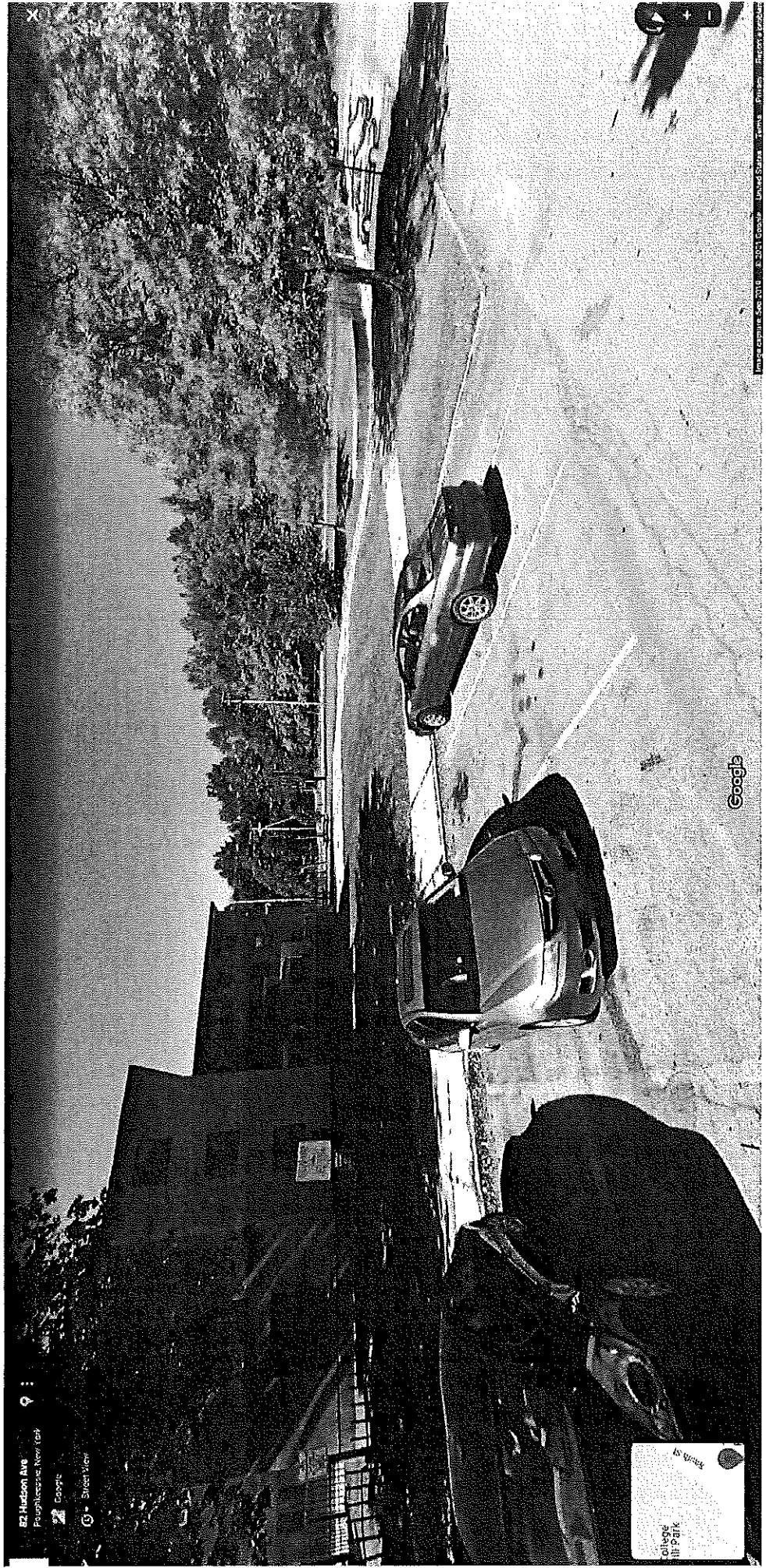


2 Hudson Ave
Poughkeepsie, New York
Google
Street View



Google

Image data © 2019



821 Hudson Ave
Philadelphia, New York

Google

Street View

Google

© 2011 Google. All rights reserved. Terms of Service

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: 7/14/21

NAME AND ADDRESS OF EACH CLAIMANT:

Richard Basora
5 Daniels Court
Poughkeepsie, NY 12603

TELEPHONE NUMBER: (347) 247-5123

NAME AND ADDRESS OF ATTORNEY (IF ANY):

Yan Fu
The Fu Firm PLLC
43 West 43rd Street, Suite 205
New York, NY 10036

(212) 584-0581
yfu@thefufirm.com

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

See attached 1-page supplement

ITEMS DAMAGED OR INJURIES SUSTAINED:

See attached 1-page supplement

R. Basora

Signature of Claimant

Signature of Claimant

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

Richard Basora 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.

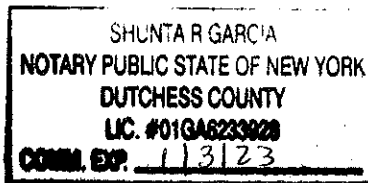
R. Basora

Signature of Claimant

Signature of Claimant

Sworn to before me this
16 day of July, 2021

Shunta R Garcia
Notary Public



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.

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2021 JUL 21 PM 12:41

SUPPLEMENT

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

On April 28, 2021, at approximately 4:30 AM, Claimant was at his home located at 5 Daniels Court, Poughkeepsie, New York 12603. At that time, Claimant was accosted, in his driveway, by a male individual not previously known to Claimant. City of Poughkeepsie Police Officers HOAG (#88) and SCHWEIZTER (#26) came to the scene. Upon information and belief, Police Officers KYRIACOU and SIMMONS were also at the scene. Claimant was placed into handcuffs by PO HOAG without incident. As PO HOAG was leading Claimant to a police vehicle, PO HOAG tripped and/or pushed Claimant, causing Claimant to fall. Claimant suffered serious injuries.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Claimant suffered:

- Nine displaced right-side rib fractures (ribs 3-11)
- Internal bleeding
- Large low-attenuation right pleural effusion with volume loss of the right lower lobe
- Subpleural fibrosis and ground glass attenuation in bilateral upper lobes
- Chest wall contusion
- Right shoulder contusion
- Pain to right shoulder and abdomen

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: June 17, 2021

NAME AND ADDRESS OF EACH CLAIMANT:

Kiron Jackson
104 Mansion Street
Poughkeepsie, NY 12601

TELEPHONE NUMBER: 518-567-7056

NAME AND ADDRESS OF ATTORNEY (IF ANY):

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2021 AUG 18 AM 8:33

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

From the morning of Wednesday, May 26th, construction began outside my building, 104 and 106 Mansion Street, Poughkeepsie, NY 12601. The construction crew was replacing the sidewalk, and in the process of removing the old sidewalk, also chopped out the base of the front steps and broke the welding of the iron railings in several locations and cracked the post of the railings. (continued on additional page)

ITEMS DAMAGED OR INJURIES SUSTAINED:

The base of the front stairs has been destroyed as a result of the negligence of the construction crew, compromising the structural integrity of the steps, and also exposing the storage unit under the stairs to further damage from the weather and infestation of animals. (continued on additional page)

KL
Signature of Claimant

Signature of Claimant

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

Kiron Jackson 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.

KL
Signature of Claimant

Signature of Claimant

Sworn to before me this

18 day of June, 2021

[Signature]
Notary Public

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.



Notice of Claim Against the City of Poughkeepsie, NY, Continued

The construction that began on Wednesday, May 26th, was unannounced and initiated without any consideration to the taxpaying homeowners of 104 and 106 Mansion Street. It is unacceptable that the main point of entry and egress is blocked off for such a sustained period of time.

In addition to the base of the steps that was destroyed, damage reverberated to cracks on other steps, eroding the cement around where the riser and tread meets, and breaking the sealant. The foundation of the posts also cracked, the railing welding cracked in several places, and the newel post itself was cracked.

The construction crew attempted to repair the damage, but only addressed the gaping hole at the base of the steps and attempted a hasty cover-up of the other damage that they have caused. They did not address the root of the damage, and have already moved on to the next street.

Just as there was no communication about the construction to take place in the beginning, they also did not care to communicate with the homeowners about what needed to be fixed. They broke the sealant on the concrete and created deep cracks in the steps (photos attached), and instead of resealing the cracks, they just swept the debris away.

Instead of properly attaching a bracket to the base of the post before re-setting the foundation, they just slapped some cement around the base. They did not repair any of the damage to the iron rails and the major crack in the other iron post, which requires welding (photos attached).

The current construction crew have shown that they are not professional in their interactions, and although I would prefer a different company to make the repairs, the steps need to be fixed immediately. I am asking that they return without further delay to properly fix the steps before they move onto the next part of the project. They also need to speak to the homeowners about what needs to be fully addressed, as each passing day poses more erosion and safety concerns. Barring that, I am asking that the City of Poughkeepsie to pay for a proper repair of the steps from a different company, to be redressed immediately.

Finally, not only did the construction damage my property, it also created difficulties financially. I did not receive any mail during that time, and I was not able to receive my paycheck. As a result, I did not have the financial resources to maintain my accounts in good standing, and incurred late fees.

Notice of Claim Against the City of Poughkeepsie, NY, Continued

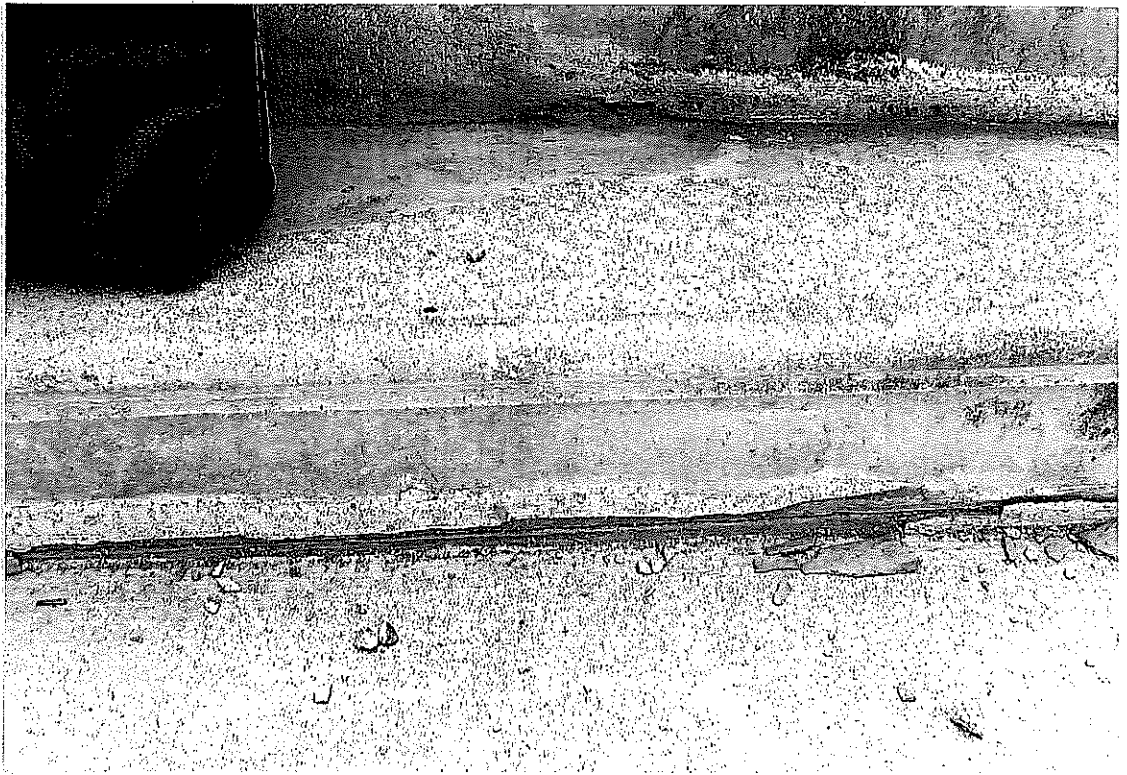
The construction that began on Wednesday, May 26th, was unannounced and initiated without any consideration to the residents of 104 and 106 Mansion Street. It is unacceptable that the main point of entry and egress is blocked off for such a sustained period of time.

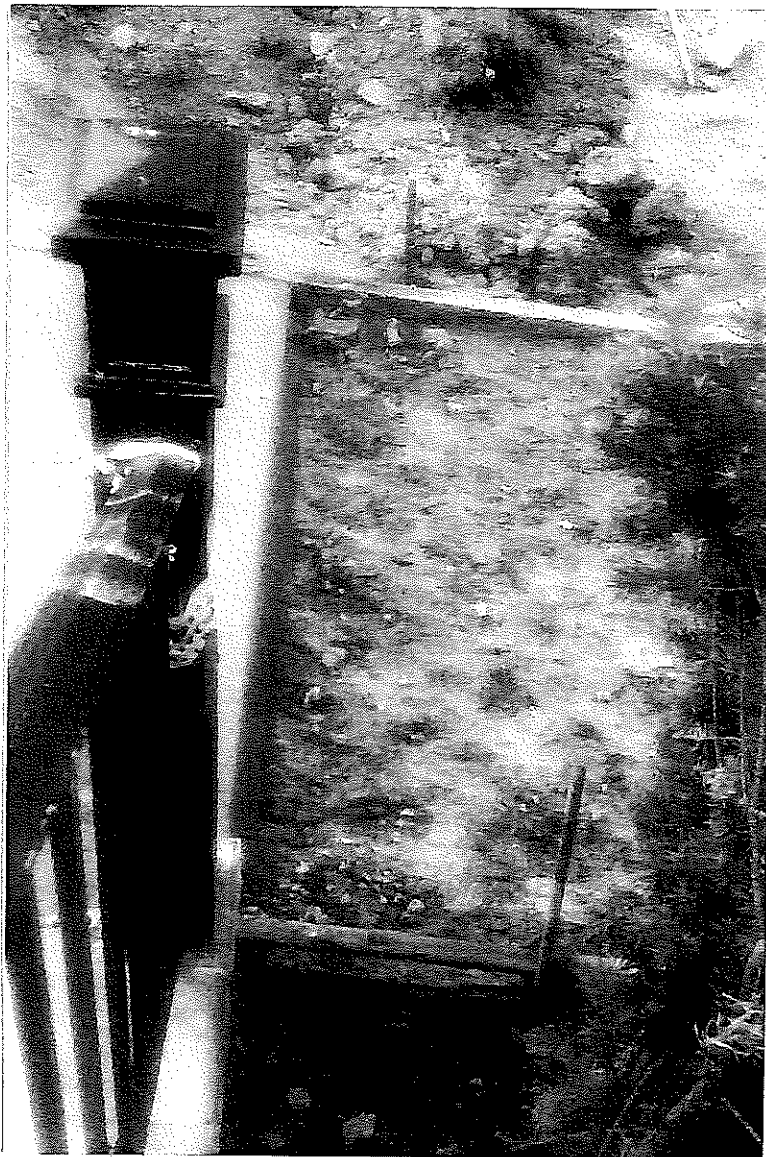
In addition to the base of the steps that was destroyed, damage reverberated to cracks on other steps, eroding the cement around where the riser and tread meets. The foundation of the posts also cracked, the railing welding cracked in several places, and the newel post itself was cracked. The extent of the damage was not addressed in the initial repairs made by the construction crew. They did not fill in the cracks of the stairs that they caused, and the railing has not been repaired at all.

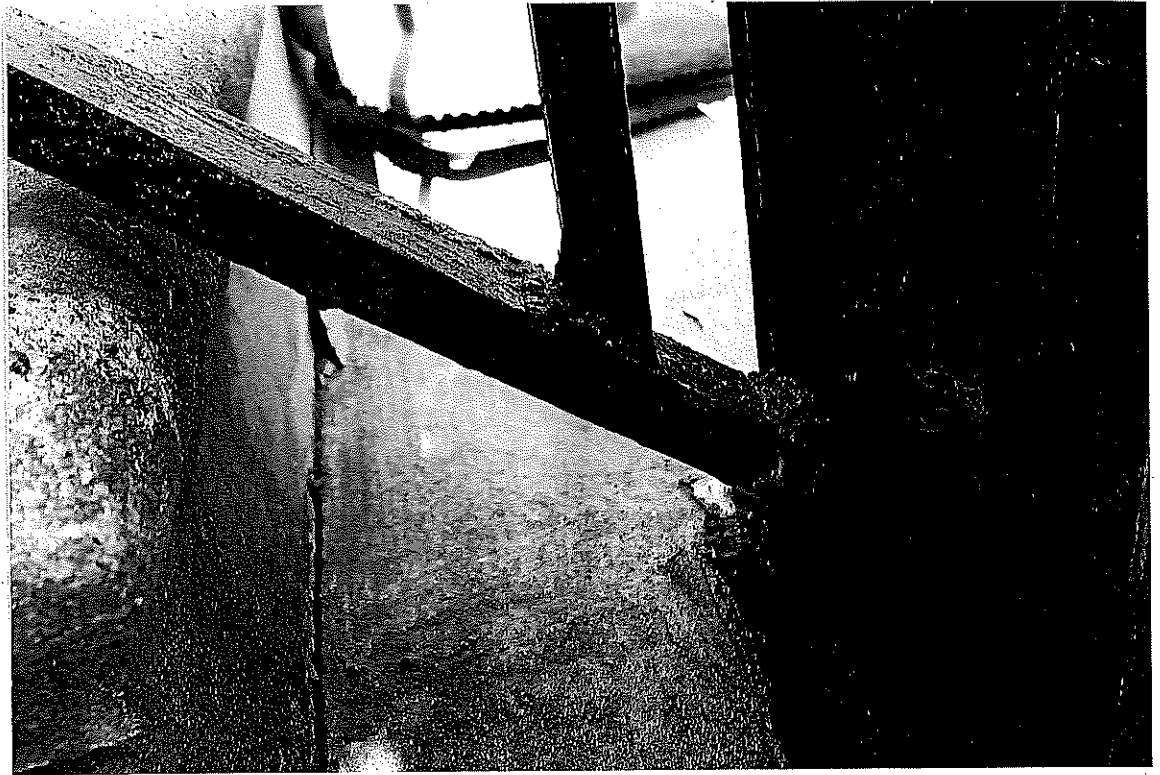
These damages need to be addressed immediately, without further delay, as each passing day poses more erosion and safety concerns.

Finally, not only did the construction damage my property, it also created difficulties financially. I did not receive any mail during that time, and I was not able to receive my paycheck. As a result, I did not have the financial resources to maintain my accounts in good standing, and incurred late fees.









SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

2021 JUL 12 PM 3:26

ANTHONY PANEBIANCO,

CLAIMANT,

NOTICE OF

CLAIM

-AGAINST-

DR. JULIUS LAGUIERRE AND POUGHKEEPSIE CENTER

PROS,

RESPONDENTS.

CLAIMANT, THROUGH ATTORNEY PAMELA GABIGER, PROVIDES THE
FOLLOWING NOTICE OF CLAIM TO RESPONDENTS:

1. CLAIMANT RESIDES AT 96 SOUTH HAMILTON, A8, POUGHKEEPSIE,
NY 12601.
2. THE ATTORNEY FOR CLAIMANT IS PAMELA GABIGER, PO BOX
2952, POUGHKEEPSIE, NY 12603.
3. THE DATE WHEN THE CLAIM AROSE WAS JUNE 1, 2011 AND
CONTINUING TO DATE AND THEREAFTER.

4. THE PLACE WHERE THE CLAIM AROSE WAS 26 OAKLEY STREET,
POUGHKEEPSIE, NY

5. THE NATURE OF THE CLAIM IS NEGLIGENCE AND MEDICAL
MALPRACTICE IN THAT THE MEDICATION RESPONDENTS GAVE
CLAIMANT IMPAIRED AND DAMAGED HIS PROSTATE AND
DESTROYED HIS SEX LIFE. IT MAKES HIM DROOL. THEY MAKE HIS
HANDS SHAKE. THE MEDICATIONS WERE PRULITZIN, DIZALPROES,
OXCARBACEPINE, FLUTHENZINE, BENZTROTINE, AND
ENFAGASUSTENA. THEY MAKE HIM PACE ACROSS THE FLOOR.
THEY GIVE HIM SEIZURES, HE PASSES OUT AND HE CAN DIE FROM
IT. THE MEDICATIONS RUIN ALL OF HIS ORGANS.

6. AS A RESULT OF THE NEGLIGENCE AND MEDICAL MALPRACTICE
OF RESPONDENTS, CLAIMANT SUFFERED PERSONAL INJURIES
INCLUDING A DESTROYED SEX LIFE, AN IMPAIRED AND DAMAGED
PROSTATE, DROOLING, SHAKING HANDS, PACING AND OTHER
INJURIES AND DAMAGES. THEY GIVE HIM SEIZURES, HE PASSES
OUT AND HE CAN DIE FROM IT.

7. AS A RESULT OF THE NEGLIGENCE AND MEDICAL MALPRACTICE OF RESPONDENTS, THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES, CLAIMANT WAS DAMAGED IN THE AMOUNT OF TWENTY MILLION AND NO/100 (\$20,000,000.00) DOLLARS.

8. WHEREFORE CLAIMANT DEMANDS DAMAGES IN THE AMOUNT OF \$20,000,000.00 TOGETHER WITH INTEREST, COSTS AND DISBURSEMENTS OF THIS ACTION AND FOR SUCH OTHER AND FURTHER RELIEF AS TO THIS COURT MAY SEEM JUST AND PROPER.

DATED: JUNE 1, 2021

A handwritten signature in cursive script, appearing to read 'A. Panebianco', written over a horizontal line.

ANTHONY PANEBIANCO

VERIFICATION

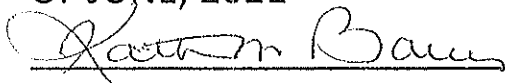
STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS.:

ANTHONY PANEBIANCO, BEING DULY SWORN, DEPOSES
AND SAYS THAT CLAIMANT IS THE CLAIMANT IN THE WITHIN
PROCEEDING, HE HAS READ THE FOREGOING NOTICE OF CLAIM,
THE SAME IS TRUE TO HIS OWN KNOWLEDGE EXCEPT AS TO THE
MATTERS THEREIN ALLEGED TO BE UPON INFORMATION AND
BELIEF AND AS TO THOSE MATTERS HE BELIEVES THEM TO BE
TRUE.

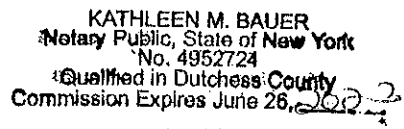


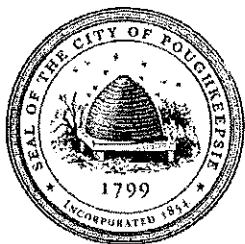
ANTHONY PANEBIANCO

SWORN TO BEFORE ME THIS 7 DAY
OF JUNE, 2021



NOTARY PUBLIC





THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Tuesday, July 6, 2021 6:30 p.m.

City Hall

Welcome to the regularly scheduled meeting of the City of Poughkeepsie Common Council the date is July 6, 2021, and the time is 6:34 pm.

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

Let's all recite the pledge of allegiance.

I. PLEDGE OF ALLEGIANCE:

ROLL CALL - Seven present, one absent at time of roll call (Councilmember Menist)

II. REVIEW OF MINUTES:

Public Hearing Meeting June 21, 2021

Common Council Meeting June 21, 2021

Special Meeting June 30, 2021

A motion was made by Councilmember Brannen and seconded by Councilmember Johnson to accept the minutes.

PH, CCM Minutes 06-21-2021 & Special Meeting 06-30-2021						
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

NONE

IV. PUBLIC PARTICIPATION: Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda items.

- 1. Doug Nobiletti – Academy St.**
- 2. Pat Miller – 26 Vassar St.**
- 3. Gus Gazolis – 47 Noxon St.**
- 4. Laurie Sandow – Grand Ave.**

First, congratulations to Sakima McClinton on your appointment to fill the 8th Ward vacancy. As a West Point graduate, the entire City looks forward to you bringing the Cadet's honor code to the Council. That code reads, "A cadet will not lie, cheat, steal, or tolerate those who do." Sadly, in the case of this Council, it's necessary to drive home the point of what will or won't be tolerated. Regarding the process of selection, I note the civics illiteracy and missing instinct for democracy by every member of this Council. Once again—without a word of note or protest by a single councilmember—the City Charter was violated by failing to allow public comments at the June 30th meeting. Civics 101 provides that a primary is the way in which a PARTY chooses their candidate, and that a general election—NOT a primary—reflects the will of the people. In fact, during my own interrogation (err, I mean interview)—by Sarah Salem and Sarah Brannen, with Yvonne Flowers mostly in the background—when I made the point that Dem primaries do not reflect the voices of NOP's (voters registered without a party preference) and Republicans, it got so heated that Sarah Brannen scolded me with "You have your three minutes to poke holes in the Council every other week, you're not going to do that here"; followed soon after by "I [Sarah Brannen] take offense to your attitude, which will get you nowhere in terms of a seat on this council." Need I also point out that Salem and Brannen—the two lead interrogators—should have recused themselves, being the same people who fabricated a Council rule in order to have me silenced and arrested during the Council's public

comment period? And need I also point out that “the will of the people” of this City is for the Mayor to participate at Council meetings. And that the will of 6-out-of-10 Dem primary voters resoundingly rejected Sarah Salem for another term in office. Council spectacles and charades of democracy to the contrary, the votes and process to fill this vacancy were nothing more than camouflage for the Council’s existing internal faction fight. Brannen’s smear of McClinton testifies to that, but so do other aspects of the selection process. For a full month, this Council kept the 8th Ward seat vacant and without representation—not in the interests of 8th Ward residents, but in their own interests. Twice I stood in front of this Council and asked them to make public the names of all applicants. Not a peep from a single councilmember naming the six applicants as Alana Wade, Sakima McClinton, Nicholas Kalogris, Michael Hanrahan, Megan Deichler, and myself, Laurie Sandow. Not a single attempt by a single councilmember to have actual Ward residents weigh in on the applicants. Salem, Brannen and Menist had clear conflicts of interest and/or had made endorsements of Deichler prior to a single interview. The organization Nobody Leaves Mid-Hudson spent a small fortune in printing and mailers advocating for her write-in. According to a news report, Brannen lied to fellow councilmembers about whether I ever submitted a resumé. Or could it have been Salem who failed to circulate my resumé to fellow councilmembers? On the other side, of the five who voted for McClinton, only Yvonne Flowers attended interviews. Four out of the five—Natasha Cherry, Chris Petsas, Randall Johnson, and Lorraine Johnson—had so little interest that they did not attend a single applicant interview. At least two of those five councilmembers were known to have endorsed McClinton before any interviews ever took place. Is it only in the City of Poughkeepsie that Councilmembers can fail to take personal responsibility, can skip out on obligations, can cover their rear ends and still pick up a paycheck for saying only “no comment”? Is it only in Poughkeepsie that councilmembers can grandstand about voting their conscience and then abstain from voting entirely?

5. Nina Boyd – Alder Rd.

V. CHAIRPERSON’S COMMENTS AND PRESENTATIONS:

I'm going to keep it short tonight because we do have a presentation from the county consultant on the forty four fifty five connector. I want to mention, as

Doug mentioned, that we are engaged now with consultants in updating our comprehensive plan. That process has kicked off. It has been more than 20 years since the comp plan has been updated and more than 40 years since the zoning ordinance that comes along with the update to the comprehensive plan has been updated. So that means our zoning ordinance hasn't been updated since the 1970s. And the vision for the city that is the comprehensive plan hasn't been touched since 1998. So you could say it's a little stale. The process for the steering committee Kick-Off meeting was very exciting. I'm proud to serve on the steering committee for the Comprehensive Plan, along with my colleague, council member Menist and a number of other community folks. It's a great group. It's a diverse group from all different professions and neighborhoods in the city. And one of the things I was also involved in the interviews with the consultant, each group of consultant that we looked at to kind of guide us through this process. And one of the things that really caught me about this specific group is not only do they have a separate consultant to look at the zoning ordinance as a form base, in addition to looking at the visioning and setting goals and priorities for the city that comes along with that, they describe their outreach technique in a way that I thought was very effective. In addition to hosting public forums where the members of the public come check out the process, ask questions. They described a process called Kitchen Table Conversations, where each member of the steering committee will organize throughout the entirety of the two years that we're engaged in this process, conversations with their own networks, with constituents surrounding different kinds of deliverables and instructions, and thereby the ability to engage in a deep seated way, a diverse community members and voices in the process seem to me through that to be more viable. I hadn't, you know, in my years of community engagement and seeing the processes go through the city of Poughkeepsie, engagement through each of the planning projects that we've worked on, heard of anything so novel. It's almost like creating a network of conversations that you then bring back to the process and you continue to do that and overlap those conversations. So I'm very excited to get started with those and to see how we are able to turn out outreach. In addition to the public forums and the kitchen table conversations, there are surveys available on the website that is Pk4, the number for Keeps.org that members of the community can take to outline what they think the priorities for the city should be moving into the future. The July survey is available, so I encourage everyone to go to that website, PK, the number 4 dot org to take that survey and to find out a little bit more about a comprehensive plan. If you're not following along with the process, it's really exciting. It does set a vision for the city moving forward that can include things like affordable housing, homelessness prevention, addiction recovery, prevention, food systems, improvements, different development processes and improvements, specifically as it relates to our zoning ordinance, which there have been a lot of gaps in, that we've all exposed individually and that could stand to be updated. So I'm excited again for Pk4Keeps.org. If you're looking to find out a little bit more, find out who's on the steering committee and become engaged in the process again. That July survey is up and available for folks to take, and I really encourage you to take it. I took it myself. It's very simple

and short. Even though I'm on the steering committee, I take surveys just a thing of mine. So everyone jump on that website and do that soon. The redistricting commission, we did put out a call for interviews and we did interview a number of people to serve on that commission. I'm extending the deadline. The pool of applicants, I think, needs to be broader. So I will extend the deadline for application. So send your resume your cover letter to my email address SSalem@cityofPoughkeepsie.com. Friday, August twenty seventh, if you've already submitted a resume and a cover letter and have done an interview, you are still in consideration for the positions of that redistricting commission. However, I think that because of the criteria that each applicant has to fit, we need to we need to lengthen the deadline in order to gain access to a better or a more fit candidacy. A special meeting, I propose a special meeting on public safety, mitigating gun violence, mitigating crime, mitigating homelessness, and I hadn't selected a date. However, I'm surveying my colleagues on the council to see if August 25th at 6:00 p.m. might work. I think it's important that we open up a public forum to discuss these issues. And so this is after the council four week break. It's a Wednesday, August twenty fifth at six p.m. and we'll invite members of the public to comment on ways that they think we could help to mitigate these issues. So, again, mitigate the increase of gun violence that we've seen, the increase of violent crime, homelessness, and also thoughtful on ways of engagement, interventions in in improvements to public safety. So we were seeking comment from members of the public who want to be involved in the process moving forward, as well as organizations who have been involved to put work in who this is part of their profession, encouraging everyone to join us that night. And I would like to set the time for members of the public in any organizations wanting to make a comment or a proposal to five minutes. And I'm saying that now, so that it's on the record. So, again, August 25th, it's a Wednesday, six p.m. And if you know anyone who may be interested in commenting, tell them to show up again. We're not on Zoom, so there's no preregistration required. You don't have to sign up or send anyone an email. You show up in person to the meeting. You put your name down on a sheet and you'll be able to comment. I want to flag that our next Common Council meeting is this coming Monday. We don't take a break between now and the next Monday because we do take a break for four weeks following one day. So I just want to remind everyone, Monday, July 12th, we're meeting here excuse me again and excuse me, that concludes my comments.

VI. REPORTS OF COMMITTEES AND BOARDS:

1. SOUTHERN WATERFRONT REDEVELOPMENT TASK FORCE

Yes, the biggest update that we have is that we had our last meeting last Monday, and it was three business days after the governor announced that all public meetings would be going back in person. And so we quickly shifted gears from being in an online format to being in person here in chambers. And I just want to thank Miss Davis for her swift and flexible assistance to get us set up here

at such short notice. Just extremely grateful for that and for you being here in person and then also for Al Gernhardt, who had to be here after hours to make sure the webcast was functioning. He's right back there. Shout out to you, Al. Thank you so much for that. I still am not sure what all the buttons in that room do, but thank God you do. So thank you for that. And other than that, the short term recommendations are still up on the website. We are now transitioning into long term recommendations. And I want to thank Chris Gent and also Mr. Nelson for the meeting last week. We had a really productive meeting to talk through how to get this space reopened. And the biggest issues have to do with a safety railing along the bulkhead. So we spent a good amount of time discussing that. And it looks like we will be issuing some requests for bids to cost out different options for a safety railing along the bulkhead. Because the decision has been made. And I think a lot of the task force members do understand this decision that in order to reopen the site, some safety measures have to be put in and that is a contingency. So we do understand that. And that's the first order of business. And given the time for construction costs, time for construction, backlog of materials and related issues due to the covid pandemic and labor shortages and things of that nature, it might take longer than anticipated. And I don't know, Mr. Nelson, if you want to add anything to that.

Marc Nelson: Nothing further.

Councilmember Brannen: OK, um, so hopefully soon we'll have a more detailed update about that. Thank you. Great.

VII. MOTIONS AND RESOLUTIONS:

A motion was made by Councilmember Brannen and seconded by Councilmember L. Johnson to receive and print.

- 1. Resolution R-21-58, setting a Public Hearing for Local Law Amending Chapter 19, Section 4.5 of the code of ordinances of the City of Poughkeepsie**

RESOLUTION (R-21-58)

**INTRODUCED BY COUNCILMEMBER BRANNEN, CHAIR SALEM,
COUNCILMEMBER MENIST AND COUNCILMEMBER L. JOHNSON:**

WHEREAS, more than a quarter of all properties in the City of Poughkeepsie (the “City”) have been identified as historic assets in its historic resource inventory because they hold unique historical, cultural, and architectural value that forms our unique heritage as a city and community; and

WHEREAS, the city suffered irreversible losses to many unique and historically significant properties due to misguided policies during the period of “urban renewal” of the 1960s and 1970s; and

WHEREAS, subsequent to these losses, there has been new focus on preservation to prevent further demolition of historically significant assets and ample research has indicated the numerous benefits of preserving historic assets, including improved property values and increased tax revenue, increased tourism, and the environmental benefits of rehabilitation as compared to demolition and new construction; and

WHEREAS, despite this research and national trend in policy toward restoration and preservation, the City of Poughkeepsie has continued to lose many of its historic resources to demolition, demolition by neglect, and alteration, including forty percent of its historically significant properties from the late 1970s until today; and

WHEREAS, since the last historic resource inventory in 1977, the losses of historic assets have affected every corner of the City of Poughkeepsie with the fifth ward suffering a loss of 69 percent of its historic assets, the third ward suffering a loss of 53 percent of its historic assets, the seventh ward suffering a loss of 52 percent of its historic assets, the first ward suffering a loss of 48 percent of its historic assets, the second ward suffering a loss of 39 percent of its historic assets, the sixth ward suffering a loss of 37 percent of its historic assets, the eighth ward suffering a loss of 27 percent of its historic assets, and the fourth ward suffering a loss of 16 percent of its historic assets; and

WHEREAS, the City of Poughkeepsie has a historic preservation ordinance to protect these invaluable assets; and

WHEREAS, the Common Council desires to further protect these historic assets and streamline and improve the process of historic preservation,

NOW, THEREFORE,

BE IT RESOLVED, that a Local Law, entitled “Local Law Amending Chapter 19, section 4.5 of the of the City of Poughkeepsie Code of Ordinances of the City of Poughkeepsie to Further Protect the City of Poughkeepsie’s Historic Resources and Improve on the Historic Preservation Administrative Process”; is hereby introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

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

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 5:30 P.M., on August 30, 2021; and

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

SECONDED BY COUNCILMEMBER _____ .

R-21-58						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

A motion was made by Councilmember Brannen and seconded by Councilmember L. Johnson to receive and print.

- Local Law LL-21-01**, amending Chapter 14 of the City of Poughkeepsie Code of Ordinances Entitled Offenses and Miscellaneous Provisions

LOCAL LAW AMENDING CHAPTER 14 OF THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES ENTITLED OFFENSES AND MISCELLANEOUS PROVISIONS (LL-21-01)

AS AMENDED 7/6/21

INTRODUCED BY COUNCILMEMBERS PETSAS, FLOWERS & L. JOHNSON:

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law amending Chapter 14 of the Code of the City of Poughkeepsie entitled Offenses and Miscellaneous Provisions to create Article VII entitled "Off Road Vehicles" as follows:

14-72 Legislative Findings

The reckless operation of unregistered off road vehicles, including but not limited to, dirt bikes, ATVs, and other non-street legal vehicles on the streets and in the parks of the City of Poughkeepsie ("City") have been a nuisance in recent years, particularly during summer months. The operators of these vehicles, usually in groups, ride with abandon over many parts of the City, including within city parks, with no regard to traffic laws, their own well-being, or the safety of bystanders. Additionally, such off road vehicles create considerable noise and disturb the peaceful enjoyment of residents and visitors.

While the operation of the dirt bikes, ATVs and other off-road vehicles is already illegal on public highways under the New York State Vehicle and Traffic Law, this law makes it explicitly unlawful to operate such vehicles on the public highways and in the public parks. It also expressly forbids the operation of these vehicles on private property without the express consent of the owner or occupant of such property.

This local law also allows the police to impound any vehicles used in violation of this local law, provides for a \$1,500.00 redemption fee, which the title owner of a vehicle impounded under this law must pay before the vehicle will be released back to the owner, and a fine not to exceed \$250.00 for violating the provisions of this article. Failure to reclaim an off road vehicle and pay the applicable redemption fee will result in the destruction of such vehicle in accordance with applicable laws.

14-73 Definitions

For the purpose of this chapter, the following terms shall have the meanings indicated:

OFF-ROAD VEHICLES

All-terrain vehicles (sometimes known as "ATVs") as that term is defined in section 2281(1) of the New York State Vehicle and Traffic Law, off-highway motorcycles as that term is defined in section 125-a of the New York State Vehicle and Traffic Law, motocross or dirt bikes, dune buggies, go-carts and any and all other types of motorized trail bikes, utility terrain vehicles (UTVs), or vehicles that are manufactured for sale or operation primarily on off-highway trails or for off-highway competitions and are only incidentally operated on public highways. Nothing contained herein, however, shall be deemed to apply to or prohibit the use of bicycles, including electric powered bicycles operated in compliance with applicable state regulations.

OPERATE

To ride in or on, other than as a passenger, or use or control the operation of an off-road vehicle as defined above in any manner, whether or not said off-road vehicle is under way.

PUBLIC HIGHWAY

Any highway, road, alley, street, avenue, public place, public driveway or any other public way.

14-74 Restrictions

A. Public Property. No person shall operate an off-road vehicle on a public highway, street or on any other public property in the City of Poughkeepsie.

B. Private Property. No person shall operate an off-road vehicle off a public highway on private property in the City of Poughkeepsie unless such person has first obtained the express consent of the owner or occupant of such property to operate the off-road vehicle on the property. There shall be a rebuttable presumption that the operator of an off-road vehicle, on private property in the City of Poughkeepsie, lacks consent to operate the off-road vehicle on private property.

14-75 Penalties for offenses; impoundment and redemption.

A. Any person who operates an off-road vehicle in violation of § 14-74 of this chapter shall be guilty of an offense punishable by a fine not to exceed \$250.00.

B. In addition to the penalties set forth in subsection (A) of this section, a police officer may immediately impound an off-road vehicle that has been operated in violation of § 14-74 of this chapter. Such impounded off-road vehicle shall be stored by the police department or enforcement agency pending the identification of the owner of such off-road vehicle as registered with the New York State Department of Motor Vehicles. Such title owner shall be sent notice of such impoundment, at the address on file with the New York State Department of Motor Vehicles, by certified mail within ten (10) days after the impoundment, if such titled owner can be identified. Neither the City of Poughkeepsie, nor any agent or employee thereof, shall be liable for any damages arising out of the provision of any erroneous name or address of such owner. The owner of the off-road vehicle operated in violation of § 14-74 of this chapter may redeem such off-road vehicle upon satisfactory proof of ownership and payment of a redemption fee of \$1,000.00. An off-road vehicle impounded under this subsection shall only be released to the owner of such off-road vehicle, or to such owner's agent as evidenced by a written, notarized proof of agency, or duly executed power of attorney. After Sixty (60) days, any and all unclaimed off road vehicles impounded as a result of a violation of this ordinance shall be destroyed in accordance with all applicable laws.

14-76 Enforcement

The Chief of Police or their designee is charged with the enforcement of the provisions in this chapter.

14-77 Severability.

If any clause, sentence, paragraph or part of this chapter or application thereof to any person or circumstances shall be judged by any court to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof or the application thereof to other persons and

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circumstances but shall be confined in its operation to the clause, sentence, paragraph or part hereof and the persons or circumstances directly involved in the controversy in which the judgement shall have been rendered.

Section 2. This local law shall take effect thirty (30) days after filing with the Secretary of State.

SECONDED BY COUNCILMEMBER: _____

A motion was made by Councilmember Flowers and seconded by Councilmember L. Johnson to amend the Local Law.

Amendment LL-21-01						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

LL-21-01						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. A PRESENTATION BY DUTCHESS COUNTY & COUNTY CONSULTANT,**
on the 44/55 Connector.
- 2. FROM ELIAS LOPEZ,** a notice of property damage sustained on June 9, 2021.

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3. FROM NEW HAMBURG FIRE DISTRICT, a notice of property damage sustained on June 10, 2021.

4. FROM JONATHAN WONG, a notice of property damage

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. ADJOURNMENT

A motion was made by Councilmember Brannen and seconded by Councilmember L. Johnson to adjourn the meeting at 8:49pm.

Dated: July 7, 2021

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, July 6, 2021.

Respectfully submitted,

Jasmin Nicole Davis
City Chamberlain



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, July 12, 2021 6:30 p.m.

City Hall

Welcome to the regularly scheduled meeting of the City of Poughkeepsie Common Council the date is July 12, 2021, and the time is 6:33 pm.

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

Let's all recite the pledge of allegiance.

I. PLEDGE OF ALLEGIANCE:

ROLL CALL - Seven present, two absent at time of roll call (Councilmember Cherry, Councilmember R. Johnson)

II. READING OF ITEMS by the City Chamberlain of any resolutions not listed on the printed agenda.

NONE

III. PUBLIC PARTICIPATION: Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda items.

- 1. Kari Rieser – Topanga Shop Owner**
- 2. Ken Stickle – Catharine St.**
- 3. Brian Robinson – Montgomery St.**

4. Laurie Sandow – S. Grand Ave.

Tonight is the Common Council's last meeting before its summer break. Are there meaningful resolutions on tonight's agenda? An agenda that took a week to produce with practically zero content? Is homelessness on the agenda? Violence in the city? And though on June 7th, 2021—more than a month ago—Council Chair Salem insisted they'd be assembling a meeting to address violence, a Freedom of Information request produced replies from Police, Fire, Engineering, Assessor and Building Departments, all saying they had nothing in their files supporting Salem's claim. As to Council replies, there were only two. Yvonne Flowers wrote that she could not recall receiving any documentation; and Sarah Brannen sent a cryptic reply saying she had no FOILable records that were responsive. Brannen's been asked to clarify, but to date she has not. From every other councilmember?—lawbreaking non-responsiveness and dead silence. Following Salem's pattern of ignoring an Academy Street property until it became a fire tragedy, this Council has determined that City violence is not urgent enough to tackle until the end of August, when the Council returns from summer recess. And I, for one, have determined that I will lay at the feet of the Council every summer death, tragedy, incidence of violence and ongoing failure of homeless services. Enough with the recent grandstanding by certain councilmembers about why these issues are not on the agenda—either name names, or stop your baloney. Is it Council Chair Salem who's keeping these items off the agenda? or is Councilmembers themselves who fail to seek them? Because council members who complain about missing agenda items, yet refuse to name names, and who themselves make no attempt to walk on a resolution, are doing nothing more than BS'ing the people of this City. What IS on tonight's agenda? A repeat last-minute appeal of support for grant funding from an owner whose vacant property has been blighting Main Street for years on end, and a nomination to fill a Water Board seat, replacing Sarah Salem who failed to attend six meetings in a row. But collecting a paycheck while skipping out of meetings is a Common Council specialty—witness Evan Menist's unexplained absence from the last Council meeting, as well as Chris Petsas' and Natasha Cherry's unexplained early exits from the same last meeting. Also witness tonight's absences by Natasha Cherry and Randall Johnson. Another secretive Poughkeepsie specialty is also NOT on tonight's agenda—the PK4Keeps Comprehensive Planning and Zoning steering committee. A committee—

just like the Charter Revision committee that preceded it—whose meetings are NOT recorded; a committee distinctly devoid of representation from key sectors of the city; created in secret, functioning in secret, without disclosure of selection process, without public witnesses, without taped recordings, minutes and attendance records, and whose 21 members comprise three new city residents, of all absurdities, as well as six or more non-profits, and two councilmembers—Sarah Salem and Evan Menist—with fingers in every pie. The same two councilmembers who are known for supporting a racist rezoning resolution prohibiting bodegas, supporting the exclusive Innovation District, and for undermining the Local Waterfront Revitalization Program (LWRP), and balkanizing the waterfront in behalf of a wealthy, gated community. It's always “amusing” that this City and its councilmembers believe their power derives from withholding information, rather than creating transparency and freely circulating information. I demand that all PK4Keeps meetings be announced to the public, open to the public, and recorded for posterity.

5. Michael de Cordova – 278 Main St.

IV. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

So we move now to chairpersons' comments, I want to give just a brief update on a few things going on. First, we are updating the comprehensive plan. It hasn't been updated since 1998, so more than 20 years. And with that, we're updating the zoning ordinance, which hasn't been updated in more than 40 years. This is a very exciting project with plenty of opportunity for public participation. There's an outreach strategy that will involve steering committee members having kitchen table conversations and then reporting back to the consultants, as well as public forums and surveying. The surveys are actually now available online. You can find them at PK for Keeps dot org. That's the number four. So it's PK the number for keeps dot org. And that July survey, which is just the first survey that they're sending out to the public, is available on there. And it asks questions like what you want to see as a vision for your city over the next, however many years, things that you think should be priorities moving forward. So, for instance, if you think affordability is something that we might lose here in the city of Poughkeepsie or inclusive development and growth, then you could name that as a priority. If you think that a priority should be mitigating homelessness and addiction and recovery, you know, solutions, or if you think a priority of ours should be public safety or if you think a priority of ours should be walkable, bike-able cities, or if you think a priority of ours should be green space in open space, get to that survey and let the folks know that that's what you're looking for in the vision of the comprehensive plan. And those are just a few examples, whatever it is that you think we should be looking at as a vision moving forward and things that you think we could help benefit from. As far as a zoning update, please hop on to that website. It's PK for keeps dot org and fill the survey out and then stay tuned for more public forums and invitations to kitchen table conversations.

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We've extended the deadline for folks interested in serving on the redistricting commission to Friday, August twenty seven. So if you're interested in submitting a cover letter and a resume to serve on that commission, please do you have until Friday, August twenty 7th and you can email me SSalem at City, Poughkeepsie, Dotcom, folks that have already applied and been interviewed. Your candidacy is still being considered. However, we need to widen the pool of candidates in order to compile this commission. We haven't yet received the census data, so there's really no work to be done yet. However, that data should be coming in probably in the fall or so. So we'll be seeing it soon. And so there will be work for you all on the city's redistricting commission not to be confused with the disbanded county commission August twenty fifth. We're having a special meeting at six p.m. It's going to be at Change Point Church, which is almost diagonal from City Hall, where we'll convene members of the community, local officials and subject matter experts to seek solutions on the growing issues of gun violence, homelessness and crime in the city of Poughkeepsie, and to hear ways to mitigate them and work together in doing so. So again, this meeting will be a Change Point Church. It starts at 6:00 p.m. It's a Wednesday, August twenty fifth. And, you know, these issues have been, as has been cited and mentioned many times by my colleagues, the administration and the police force on the rise over the past year and through the coronavirus pandemic with several young people in the city of Poughkeepsie who shot numerous shooting incidents across the city, still occurring as frequently and as recently as yesterday. And then, you know, the steep increase of number of folks who are considered un-housed in our community, which is getting to be a major issue. And these are really complicated and complex issues. And so the solutions will be just as complex, not necessarily as complicated, but they will take a group effort. So I know at the last meeting, council member Cherry suggested we reach out to county folks to try to coordinate meetings together, understanding that this isn't just a city of Poughkeepsie problem services, you know, human services do exist at a higher rate here in the city of Poughkeepsie, and that's why there are more people that come here to get those services and get those supports. However, this is a county wide issue and we have to start considering ways to broaden the network of support and then with that, come up with solutions from a diverse network of people. So, again, this meeting is really important. I'm going to send invites to our police force, to community organizations that work both in public safety reform, grassroots efforts, homelessness, you know, home rehabilitation and addiction recovery and support services because, you know, and mental health services, it's all kind of entangled into these kinds of issues and food security issues as well. You know, over the past year or so, all of those issues that had already existed just not only persisted, but became worse because of the coronavirus pandemic. So it's time that we address that and we can't have any more young kids being shot at and killed or getting their hands on guns. And then we need to we need to figure out the homelessness issue that we're encountering now. I want to put it on everyone's radar that our next council meeting is Monday, August twenty third. So we have a little bit of a stretch there until the next meeting. Again, that's on Monday, August twenty third. And that meeting in our special meeting, that's on the twenty fifth and then the following council meeting that's on the 30th, which is again a Monday. We'll all be held at a Change Point Church, and that is because HBO is going to be using the chambers to do some shooting. And in their use there, they're kind of almost, I don't know, Marc, what they're renovating or they're kind of ripping up the dais to replace it and put a set down. So it's going to take a little bit of work to get it back together and for us to come back and meet here. And this had been planned prior to the executive orders being rescinded by the governor. So we had thought part of it would be done during the council's four week

break and then the remaining part would be done while we're still using video conferencing software. However, that's not the case. And so we adapt and we go with, you know, we move and make those kinds of changes and Change Point Church has so graciously allowed for us to use their facility. Which is a really great facility, and it has all of the above capacity and Councilmember Johnson just mentioned parking. The financial plaza deck is a good parking option over there. There's a Garden Street lot. Yeah, I mean, they're late at night and right there, yeah, yeah, I parked my car there. There's other kinds of surface area parking lots and if anyone's looking for parking, I can point you in the direction of where you might be able to park your car. It would be nice to know that you mention not to have lights and cameras in that deck eventually knowing that that's an additional cost to the city. But I think a lot more people would feel safer parking in there. And that concludes my comments.

V. REPORTS OF COMMITTEES AND BOARDS:

VI. MOTIONS AND RESOLUTIONS:

A motion was made by Councilmember Brannen and seconded by Councilmember L. Johnson to receive and print.

- 1. Resolution R-21-59, Support for 278 Main St. to make application to the New York Main Street program CFA Grant**

**RESOLUTION
(R-21-59)**

INTRODUCED BY COUNCILMEMBER MENIST:

WHEREAS, the City of Poughkeepsie recognizes and supports the importance of revitalizing the Main Street corridor for the economic and social well-being of its residents, businesses, and visitors; and

WHEREAS, the New York State Division of Housing and Community Renewal (DHCR) is making available funds to assist New York communities in Main Street/Downtown revitalization efforts under its New York Main Street Grant Program- Downtown Anchor Project; and

WHEREAS, Kirchner Realty, Inc. and Nubian Directions II, Inc. have partnered to submit a grant application for \$500,000, which would be used toward the redevelopment of the former Up To Date Building located at 278 Main Street; and

WHEREAS, such funds are available for façade improvements, building renovations, and streetscape improvements subject to approvals and permits issued by the City of Poughkeepsie as may be required; and,

WHEREAS, the city believes the grant application, if awarded, would have a positive impact on the community and meet the grant program criteria; and,

WHEREAS, any local match would be provided by the applicant and there is no monetary obligation placed on the City of Poughkeepsie; and,

NOW, THEREFORE,

BE IT RESOLVED, the Common Council of the City of Poughkeepsie wholeheartedly supports and endorses the application of Kirchner Realty Inc. & Nubian Direction II, Inc. to the New York State Division of Housing and Community Renewal for a grant under the New York Main Street Program- Downtown Anchor Project.

SECONDED BY BRANNEN

R-21-59						
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

2. **Resolution R-21-60**, appointing Councilmember McClinton to serve on the Joint Water Board

A motion was made by Councilmember Brannen and seconded by Councilmember L. Johnson to receive and print.

RESOLUTION **(R-21-60)**

INTRODUCED BY CHAIR SALEM :

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WHEREAS, in accordance with the Inter-Municipal Agreement between the City of Poughkeepsie and the Town of Poughkeepsie dated August 3, 1995, the Common Council of the City of Poughkeepsie is authorized to make appointments of City residents to serve on the Joint Water Board; and

WHEREAS, by resolution of the Common Council dated May 2, 1996, two (2) members of the Joint Water Board shall be appointed by the Common Council with one (1) member being a member of the legislative branch and (1) member shall be appointed by the Mayor; and

WHEREAS, Board Member Sarah Salem vacated their appointment by submission of their resignation on June 15, 2021, thereby creating a vacancy which may be filled for the unexpired term; and

WHEREAS, it is in the best interest of the City of Poughkeepsie and its citizens that the Joint Water Board should have a full complement of members in order to properly conduct the business required of the Board; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the following individual to the Joint Water Board for the remainder of Salem's term as indicated below:

Councilmember Sakima McClinton (Expires: 12/31/2021)

SECONDED BY BRANNEN.

R-21-60						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

VII. ORDINANCES AND LOCAL LAWS:

VIII. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. POUGHKEEPSIE NRI: 2021 UPDATES**, Norris Meigs and Jennifer Rubbo of the Vassar Environmental Cooperative
- 2. A COMMUNICATION FROM CITY ADMINISTRATOR NELSON**, on Malcom X Green Infrastructure Grant

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. ADJOURNMENT

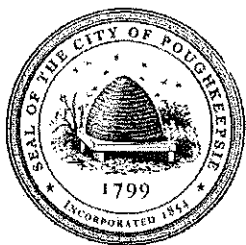
A motion was made by Councilmember Brannen and seconded by Councilmember L. Johnson to adjourn the meeting at 9:07pm.

Dated: July 20, 2021

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, July 12, 2021.

Respectfully submitted,

Jasmin Nicole Davis
City Chamberlain



THE CITY OF POUGHKEEPSIE
NEW YORK
SPECIAL COMMON COUNCIL
MEETING MINUTES

Tuesday, August 10, 2021 6:00 pm Changepoint Theatre

Chair Salem called the meeting to order at 6:01 p.m.

I. PLEDGE OF ALLIANCE:

II. ROLL CALL 5 Present 4 Absent

III. Public Comment

1. Ken Stickle – Catharine St.
2. Laurie Sandow – Grand Ave.
3. Satara Brown – ROCC Inc.

II. MOTIONS AND RESOLUTIONS:

1. A motion to receive and print was made by Councilmember Flowers and seconded by Councilmember Menist

R-21-61						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Flowers	Voter	☐	☒	☐	☐
	Councilmember McClinton	Voter	☐	☒	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☐	☒	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Chair Salem	Voter	☒	☐	☐	☐

A motion was made by Councilmember Petsas and Councilmember Flowers to adjourn the meeting at 6:39 p.m.

Dated: August 12, 2021

Special Common Council Meeting Minutes of Tuesday, August 10, 2021

I hereby certify that this true and correct copy of the Minutes of the Special Common Council Meeting held on August 10, 2021.

Respectfully submitted,

Jasmin Nicole Davis
City Chamberlain