



COMMON COUNCIL MEETING

Changepoint Theatre

Monday, August 30, 2021

6:30 p.m.

5:30 Public Hearing regarding the proposed amendment of the Local Law regarding the Historic Resources and Improve on the Historic Preservation Administrative Process.

- I. ROLL CALL:**
- II. READING OF ITEMS by the City Chamberlain of any items not listed on the printed agenda.**
- III. PUBLIC PARTICIPATION:**
- IV. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:**
- V. MAYOR'S COMMENTS**
- VI. REPORTS OF COMMITTEES AND BOARDS:**
- VII. MOTIONS AND RESOLUTIONS:**
 - 1. Resolution R-21-63**, approving the annual Adjusted Base Proportions
 - 2. Resolution R-21-64**, accepting a grant from NYSDOT for the City of Poughkeepsie Pedestrian Safety Improvements
 - 3. Resolution R-21-65**, introducing a Local Law establishing a Division of Youth Services and setting a Public Hearing
 - 4. Resolution R-21-66**, approving and endorsing an application from Hudson River Housing and endorsing an application from Hudson River Housing to NYS Homes and Community Renewal for Funding under the New York State Main Street Program
- VIII. ORDINANCES AND LOCAL LAWS:**
- IX. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:**
 - 1. A COMMUNICATION FROM CITY ADMINISTRATOR NELSON**, authorizing Sale of City Owned Property at: 171 Cherry Street, Tax Map No. 6161-31-318779
 - 2. A COMMUNICATION FROM CITY ADMINISTRATOR NELSON**, authorizing Sale of City Owned Property at: 38 High Street, Vacant Lot: 6162-62-218257
 - 3. FROM DEAN HANNIFORD**, a notice of personal injury sustained on May 15, 2020.

4. **FROM DELORES DEVONSHIRE**, a notice of property damage sustained on May 26, 2021.
5. **FROM LAURA K. JACKSON**, a notice of property damage sustained on July 8, 2021.
6. **FROM STEVEN HORNING**, a notice of property damage sustained on August 11, 2021.

- X. **UNFINISHED BUSINESS:**
- XI. **NEW BUSINESS:**
- XII. **ADJOURNMENT:**

**RESOLUTION
(R-21-63)**

INTRODUCED BY CHAIR SALEM

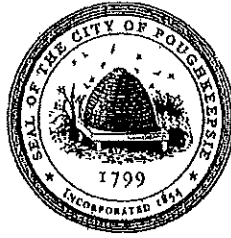
BE IT RESOLVED, that the attached certificates of Base Percentages, Current Percentage, Base proportions and Certificate of Adjusted Base Proportions for the levy of taxes on the 2021 Assessment roll are hear by approved in accordance with Article 19 of the Real Property Tax Law.

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,

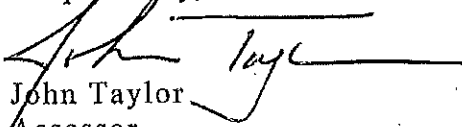
Annexed hereto please find proposed Resolution: R21-XX regarding the above referenced Adjusted Base Proportions. The base Homestead and Non-Homestead proportions for 2021 are required for City of Poughkeepsie tax preparation and I respectfully request that you approve the attached Certificate pursuant 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 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 or Physical and Quantity Changes (B-C)	(E) Surviving Total Assessed Value on the Reference Roll (A-C)
Homestead	1,176,574,991	4,461,135	2,590,500	1,870,535	1,176,574,991
Nonhomestead	553,792,105	12,480,800	5,414,200	7,066,600	553,792,105

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.

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	(F-G) Net Equalization Changes	(H) Change in Level of Assessment Factor (H/E)*1
Homestead	147,183,234	2,055,674	145,127,560	1,12335
Nonhomestead	29,332,332	4,316,646	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 (J/I)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt (K-L)	(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	1,331,026,796	1,167,071,439		1,167,071,439	1,165,809,722	1.00109
Nonhomestead	571,234,555	548,965,474	91,363,993	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	58.77782	58.84143	58.54191
Nonhomestead	41.22218	41.67020	41.45809
Total	100.00000	100.51163	100.00000

Signature

Title

0.9967
1.0296

RP-6701

NEW YORK STATE OFFICE OF REAL PROPERTY TAX SERVICES
Bldg 8A - W/A 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

	(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

	(E) 2020 Taxable Assessed Value including Special Franchise	(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

	(I) Local Base Proportion for the 2006 Assessment Roll	(J) Updated Local Base Proportion	(K) Prospective Current Base Proportion Column (L) Prior Tax Levy 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 (L*1.05)	(O) Current Base Proportions
Class		(I/(H/D))	(J/sum of J)				
Homestead	65,20854	59.72738	58.77782	58.63438	0.24	58.67182	58.67182
Nonhomestead	34,79146	41.88812	41.22218	41.36562	-0.35	41.22218	41.22218
Total	100.00000	101.61550	100.00000	100.000000		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-21-64)

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

INTRODUCTED BY COUNCILMEMBER: CHAIR SALEM

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

Clerk, City of Poughkeepsie

Sponsor: City of PoughkeepsiePIN: 8762.03 BIN: N/AComptroller's Contract No. D036037Supplemental Agreement No. 1Date 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 Administratorwith 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/after1 / 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 #: D036037	Contract Start Date: 11/1/2018 (mm/dd/yyyy)	Contract End Date: 8/31/2023 (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 ☐ State Administered Other Municipality/Sponsor (if applicable): ☐ 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>
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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.	☐	☒

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|--------------------------|-------------------------------------|
| 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

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|--------------------------|-------------------------------------|
| 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.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RESOLUTION INTRODUCING LOCAL LAW
AND PROVIDING FOR PUBLIC
NOTICE AND HEARING
(R-21-65)**

INTRODUCED BY COUNCILMEMBERS CHERRY, FLOWERS AND 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 Tuesday, September 7th, 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 AND CHERRY

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
---	---



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 Kylvynn 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.

APPROVING AND ENDORSING AN APPLICATION FROM HUDSON RIVER HOUSING TO NYS HOMES AND COMMUNITY RENEWAL FOR FUNDING UNDER THE NEW YORK STATE MAIN STREET PROGRAM

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



Homes and Community Renewal

Housing
Trust Fund
Corporation

ANDREW M. CUOMO
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

April 28, 2021

Christa Hines
Executive Director
Hudson River Housing, Inc.
313 Mill Street
Poughkeepsie, New York 12601

Re: New York Main Street - Technical Assistance (NYMS-TA) Grant Agreement
SHARS ID# 20210088

Enclosed is a fully executed grant agreement for the above-referenced New York Main Street Technical Assistance (NYMS-TA) program grant. Retain this document in your records for reference, as the Grant Agreement and Schedule A provide valuable grant implementation and grant administration guidance.

We look forward to working together to successfully achieve the goals of the New York Main Street Program.

Sincerely,

A handwritten signature in black ink that reads "Patricia O'Reilly".

Patricia O'Reilly
Director, New York Main Street Program
Office of Community Renewal

NEW YORK MAIN STREET TECHNICAL ASSISTANCE PROJECT
GRANT AGREEMENT

This **AGREEMENT** is made effective as of the 1st day of April 2021, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and Hudson River Housing, Inc. ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York or a unit of local government, having its principal place of business at 313 Mill Street, Poughkeepsie, New York 12601.

WITNESSETH:

WHEREAS, pursuant to PHFL Article XXVI and the regulations promulgated thereunder ("Statute"), the Corporation is authorized to enter into contracts to provide grants to qualified community based not-for-profit corporations and units of local government for the revitalization of eligible main street and surrounding downtown areas under the New York Main Street program ("NYMS"); and

WHEREAS, the Recipient has applied to the Corporation for NYMS funds to administer a local NYMS technical assistance program ("Program") as described in the Recipient's application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award of NYMS funds to be used for eligible costs to complete the Program ("Project Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Statute, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall: a) complete the Program in accordance with its Application, which is incorporated herein by this reference and summarized in Awarded Budget & Projected Accomplishments (attached as **Schedule A**) and b) adhere to the Awarded Budget & Projected Accomplishments reflected in **Schedule A**. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Program activities described in Schedule A.

2. Term.

The period of performance for all Program activities assisted pursuant to this Agreement shall be twelve (12) months commencing on the effective date of this Agreement and ending on **March 31, 2022**, ("Term"), unless sooner terminated as provided for herein. Any modification or amendment of the Term must be requested in writing, and approved in writing by the Corporation.

3. Project Costs.

The maximum amount of NYMS funds to be provided to the Recipient is Twenty Thousand dollars (\$20,000) ("Award"). The Corporation agrees to reimburse the Recipient for Project Costs outlined in Schedule A. Reimbursable Project Costs shall not exceed the amount of the Award. Any modification, amendment or rescission of Project Costs must be requested in writing, and approved in writing by the Corporation. The

Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing to with respect to eligible projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedule A.

4. Forms and Instructions.

Forms and instructions required for the administration of the Program described in this Agreement, and attached schedules, are available online at the following website: <https://hcr.ny.gov/new-york-main-street>

5. Environmental Review.

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Program activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during Program activities, and to develop procedures to ensure compliance with regulations pertaining to these factors. The Recipient must submit Environmental Review documents as required by the Corporation and outlined in the Environmental Compliance Handbook following the execution of this Agreement. The Corporation will issue a notice to proceed with Program activities following the submission of complete and accurate Environmental Review documents. No Program activities shall occur prior to receipt of this notice.

6. Reports.

During the Term the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

7. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying and audit during the Term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

8. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's Program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

9. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

10. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation as required by the Corporation. The

Corporation may request or review the documentation at any time during the Term or Regulatory Period to establish that the Award has been used in accordance with the terms of this Agreement.

11. Disbursement.

- (a) The Recipient shall request disbursement of funds under this Agreement only for reimbursement of Costs, or with written approval, payment of incurred Project Costs. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as defined in Schedule A. In-kind services and cash payments are not eligible Project Costs. Activities occurring prior to Corporation's issuance of a notice to proceed are not eligible Project Costs and will not be reimbursable hereunder.
- (b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require following procedures outlined in Schedule A and the Commitment & Disbursement Procedures for Local Program Administrators document made available on the Corporation's website. Each such request shall
 - be submitted electronically to Disbursements@nyshcr.org with forms and supporting documentation;
 - be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and
 - constitute an affirmation that the representations and warranties contained in Section 12 hereof remain true and correct on the date thereof.
- (c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e. direct deposit, procedure. As the Award is paid to the Recipient it shall be disbursed to the owner, contractor or vendor within five (5) business days of electronic deposit, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. In its discretion, the Corporation may make such disbursements directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

12. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one (1) year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transaction contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Program.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any activities performed in connection therewith.
- (f) The Schedule A and any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in Schedule A.
- (g) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes

and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.

- (h) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

13. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from Schedule A not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance or the Corporations right to recapture any funds disbursed inadvertently for ineligible expenditures.
- (d) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

14. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance, fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

15. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

16. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

17. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may

make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.

- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the NYMS policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;
 - (iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term as set forth in Section 2.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) calendar days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of the Award.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

18. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

19. Non-liability.

Nothing in this Agreement or arising out of the development or operation of the Program shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

20. Subcontracts.

The Recipient shall:

- (a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply

with all applicable Federal, State and Local laws and regulations;

- (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with all applicable Federal, State and Local laws and regulations;
- (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work;
- (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Program.

21. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement of for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation.

22. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

23. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

24. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have given when it is received.

25. Miscellaneous.

- (a) No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- (b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- (d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.
- (e) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.

- (f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
- (g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

26. Project Deliverables

- (a) Materials produced pursuant to this Agreement shall be provided to the Corporation upon project completion and prior to reimbursement of Project Costs.
- (b) Materials produced shall be provided to the Corporation in electronic format.
- (c) Materials produced pursuant to the Agreement are property of the Corporation and the Corporation reserves the right to modify and distribute such materials.
- (d) All contracts between the Recipient and providers hired to produce Project materials must include a provision requiring Project materials to be explicitly labeled as works for hire and exclusive property of the Recipient and the Corporation.
- (e) Materials produced shall be clearly labeled with the Project Number and the following statement:
"Developed with funding assistance from Housing Trust Fund Corporation and NYS Homes and Community Renewal. Document is property of Housing Trust Fund Corporation and *Recipient organization*."

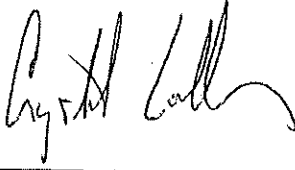
27. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

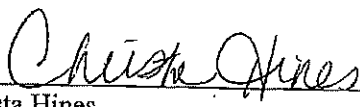
Schedule A - Awarded Budget & Projected Accomplishments

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: 
Crystal Loffler
President, Office of Community Renewal

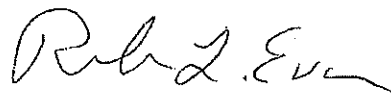
Hudson River Housing, Inc.

By: 
Christa Hines
Executive Director

STATE OF NEW YORK)

COUNTY OF Dutchess) ss.:

On the 6th day of April, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Christa Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


ROBIN L. EVANS
NOTARY PUBLIC-STATE OF NEW YORK
No. 4963483
Qualified in Ulster County
My Commission Expires March 12, 2022

Schedule A
2020 Awarded Budget & Projected Accomplishments
Hudson River Housing, Inc.
Trolley Barn Feasibility Study

SHARS ID: 20210088

Award Budget

<u>Funding Sources</u>	<u>Amount</u>
New York Main Street (NYMS) Award	\$20,000
Other Sources	\$10,250

Projected Accomplishments

Activity and Deliverable/s	Start Date	Estimate Completion Date	Cost	NYMS-TA Cost	Estimated Payment Request Date
Procure Professional Services - Request for proposals (RFP) for professional services; - Selection of consultant/firm.	05/01/21	05/31/21	-	-	N/A
Feasibility Study - Identify re-use options; - Preparation of plans and schematic design; - Coordination of drawings including structural and mechanicals; - Cost estimates.	06/01/21	01/01/22	\$30,250	\$20,000	01/31/22
Project Closeout - Final recommendations and reports to HTFC and property owner.	01/01/22	02/01/22	-	-	N/A
Total Costs			\$30,250	\$20,000	

Target Area

The project site is 489 Main Street in Poughkeepsie, New York.

Program Compliance

The term Local Program Administrator or LPA shall refer to Hudson River Housing, Inc., the recipient of Housing Trust Fund Corporation (HTFC) NYMS program funds.

- The LPA must endeavor to meet the Projected Accomplishments. Any defect or departure from the proposal must be requested and approved in writing.
- NYMS-TA funds may only be requested for reimbursement for eligible project costs incurred within the grant period pursuant to the NYMS-TA grant agreement. Prior to commencing the project, the LPAs must review the eligible work items, project budget, and project timeline with OCR staff. The NYMS-TA program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of identified deliverables.
- Requests for NYMS-TA funds shall not exceed 95% of the total project cost documented by invoices and payments. NYMS-TA Projects require a minimum of 5% cash match, in-kind match is ineligible and administrative expenses are not eligible for reimbursement.

- LPA must incorporate provisions from Grant Agreement Section 26 in solicitation materials and final deliverables:
 - (a) Materials produced pursuant to this Agreement shall be provided to the Corporation upon project completion and prior to reimbursement of Project Costs.
 - (b) Materials shall be provided to the Corporation in electronic format only.
 - (c) Materials produced pursuant to the Agreement are property of the Corporation and the Corporation reserves the right to modify and distribute such materials.
 - (d) All contracts between the Recipient and providers hired to produce Project materials must include a provision requiring Project materials to be explicitly labeled as works for hire and exclusive property of the Recipient and the Corporation;
 - (e) Materials produced shall be clearly labeled with the Project Number and the following statement:
“Developed with funding assistance from Housing Trust Fund Corporation and NYS Homes & Community Renewal. Document is property of Housing Trust Fund Corporation and *Recipient organization*.”

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R-21-XX)**

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 171 South Cherry Street and identified as Tax Map No. 6161-31-318779; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

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

sufficient information; and

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

SECONDED BY COUNCILMEMBER _____ .

DRAFT

RESOLUTION
(R-21-XX)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the City of Poughkeepsie has previously taken title to a single family house located at 171 South Cherry Street (Tax Map No. 6161-31-318779), in the City of Poughkeepsie by reason of unpaid real property taxes; and

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

WHEREAS, an offer has been received from Chaderton R. Adams in the amount of \$58,900; and

WHEREAS, the Property Acquisition and Disposition Committee, having considered the mission of the Committee and the policies of the City, has recommended that the City of Poughkeepsie accept this offer; and

WHEREAS, the Common Council hereby finds that the offer from Chaderton R. Adams is in the best interests of the City of Poughkeepsie; and

NOW, THEREFORE,

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

RESOLVED, that the offer from Chaderton R. Adams to purchase premises known as 171 South Cherry Street (Tax Map No. 6161-31-318799), in the City of Poughkeepsie for the sum of \$58,900.00 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

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

- A. That the Purchaser shall within thirty (30) days of the date of this resolution, take title to such property.**
- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;**

- C. Purchaser will apply for building permits for the renovation of the premises within 30 days after the closing of title;
- D. Purchaser shall abate any and all building code violations during the course of renovating the premises.
- E. Purchaser agrees that, after building permits have been issued and renovations have commenced, he will complete work within one year. In the event Purchaser is unable to complete the work through no fault of his own, he will request an extension of time from the Property Acquisition and Disposition Committee;
- F. Purchaser agrees that they shall not use the agreed upon purchase price as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation;
- G. Purchaser agrees that the premises will be owner-occupied for three (3) years from the date of transfer and will execute an agreement to ensure compliance.
- H. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record
- I. Purchaser shall execute a Developer Agreement setting forth an agreement for rehabilitation as approved by Corporation Counsel.

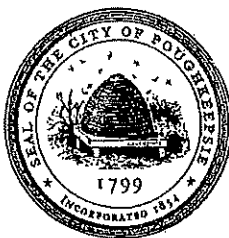
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to sign the deed and any other documents required to effect the sale, provided such deed contains the terms contained herein together with such other terms and conditions which the Mayor and the Corporation Counsel shall deem appropriate, and the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER _____.

The City of Poughkeepsie

New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

August 25, 2021

Re: 171 S Cherry Street
6161-31-318779

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

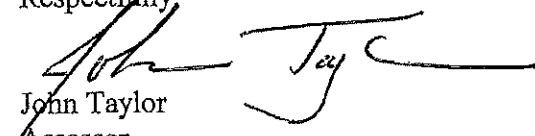
Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

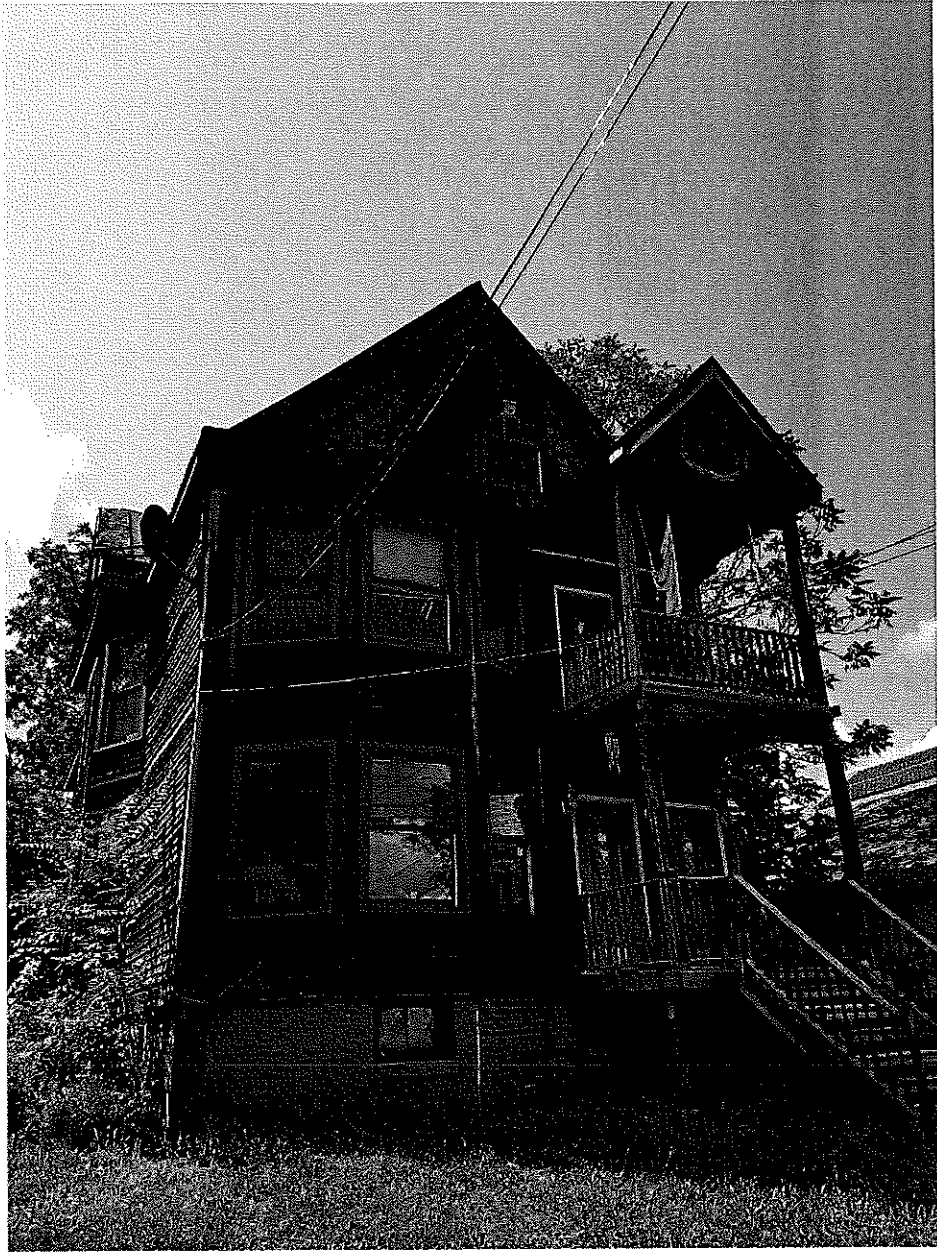
The property is located at 171 S Cherry Street, City of Poughkeepsie and consists of one parcel, totaling 0.17 acres, improved with a 2 Family home (NYS Class 220). At present, the improvement is vacant, does not have a C/O and is in need of rehabilitation. A field inspection has been performed. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

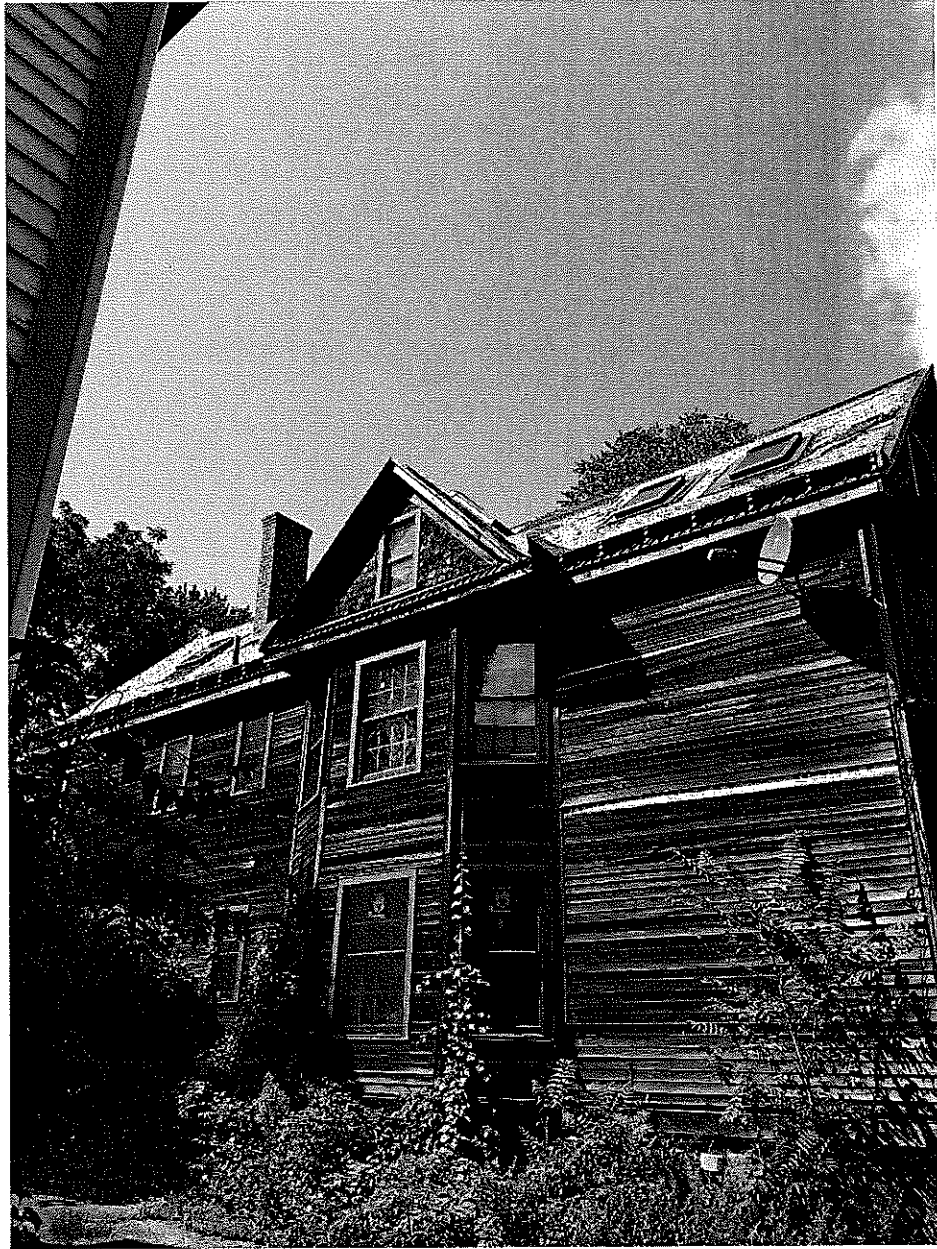
To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties, within the subject general market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Due to the lack of recent sales within the subject immediate neighborhood, it was necessary to expand the search and utilize property with similar functional utility. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

After careful consideration, I have concluded an estimated Market Value of the subject property, to be \$50,000.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie





**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R-21-XX)**

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 38 High Street and identified as Tax Map No. 6162-62-218257; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

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

sufficient information; and

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

SECONDED BY COUNCILMEMBER _____ .

RF

RESOLUTION
(R-21-XX)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the City of Poughkeepsie has previously taken title to a vacant lot known as 38 High Street (Tax Map No. 6162-62-218257), in the City of Poughkeepsie by reason of a Treasurer's Deed; and

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

WHEREAS, an offer has been received from Shane Bartholomew to purchase this property for the sum of \$10,000; and

WHEREAS, the Property Acquisition and Disposition Committee, having considered the mission of the Committee and the policies of the City, one of which is to return properties to the tax rolls, has recommended that the City of Poughkeepsie accept this offer; and

WHEREAS, the Common Council hereby finds that the offer from Shane Bartholomew is in the best interests of the City of Poughkeepsie; and

NOW, THEREFORE,

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

RESOLVED, that the offer from Shane Bartholomew to purchase premises known as 38 High Street (Tax Map No. 6162-62-218257), in the City of Poughkeepsie for the sum of \$10,000.00 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

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

- A. That the Purchaser shall within thirty (30) days of the date of this resolution, take title to such property.**
- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning**

Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;

- C. Purchaser's obligation to purchase such property shall be contingent upon Seller removing the improvements, content thereof and debris from the property prior to closing;**
- D. Purchaser agrees that he shall not use the agreed upon purchase price as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and**
- E. Purchaser will promptly apply to the County of Dutchess Real Property Tax Service Agency to merge this parcel with 36 High Street (Tax Map No. 6162-62-210255) to form one tax parcel.**

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

SECONDED BY COUNCILMEMBER _____.

The City of Poughkeepsie

New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

August 25, 2021

Re: 38 High Street
6162-62-218257

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

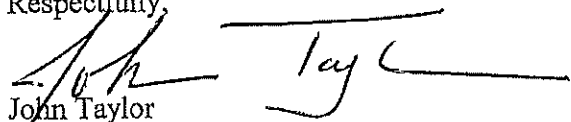
Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

The property is located at 38 High Street, City of Poughkeepsie and consists of one land locked parcel with no public access, totaling 0.17 acres, improved with Storage (NYS Class 449). At present, the improvement is in a state of complete deterioration with extensive debris. A field inspection has been performed. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties, within the subject general market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Due to the lack of recent sales within the subject immediate neighborhood, it was necessary to expand the search and utilize property with similar functional utility. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

After careful consideration, I have concluded an estimated Market Value of the subject property, 'subject to' the clearing of debris to be \$10,000.

Respectfully,


John Taylor
Assessor

City of Poughkeepsie

In the Matter of the Claim of

DEAN HANNIFORD,

Claimant,

-against-

CITY OF POUGHKEEPSIE , SERGEANT TERRANCE BEAM, POLICE OFFICER EDWARD
FENICHEL,

Respondents.

TO: CITY OF POUGHKEEPSIE

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

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

DEAN HANNIFORD
Claimant represented by
Ryenne Konan Law Office
Attorney for Claimant
4 Marshall Rd, Suite 107
Wappingers Falls, NY 12590

THE CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

CITY OF POUGHKEEPSIE POLICE DEPARTMENT
SGT TERRANCE BEAM
OFFICER EDWARD FENICHEL
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

2011 AUG 18 PM 3:26
CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

2. The nature of the Claim:

Claim is for False Imprisonment, Malicious Prosecution, vicarious liability, fabrication of evidence , which caused mental anguish, Anxiety, and humiliation to Claimant.

3. The time when, the place where and the manner in which the claim arose: This claim arose on or about the 15th day of May, 2020 at approximately 10:58 A.M on Garden Street, Poughkeepsie, New York.

4. Claimant was seized, and detained, handcuffed, and arrested. Claimant was further falsely accused of an assault on Officer Fenichel, and maliciously prosecuted by Sergeant Terrance Beam, and Officer Edward Fenichel , acting within the scope of their employment as police officers. In additional, the officers fabricated evidence in order to cause Claimant to violate his post release conditions, and remain incarcerated while the officers were investigated another crime. The officers purposely brought the charges of assault and resisting arrests knowing that those charges were baseless, and malicious. The charges were dismissed on August 12, 2021 , and the termination was in favor of Claimant.

Lastly, because the officers committed these acts within the scope of their employment, the City of Poughkeepsie is liable based upon the doctrine of Respondeat Superior.

5. Facts : Claimant is currently incarcerated at the Dutchess County Jail, and was on parole at the time of the events. Claimant has been incarcerated since May 15, 2020. On July 16, 2020, Claimant was released on his recognizance, however, because Claimant was on parole, he remained incarcerated on these charges up until a parole hearing on these charges are held.

On May 15, 2020, Claimant was on Garden Street, Poughkeepsie, New York, when Claimant was approached by Officer Fenichel. Officer Fenichel asked Claimant about a robbery that had

occurred at a family dollar store. Claimant decided to walk his way. The officer further asked that Claimant show his identification. Claimant ignored the officer, and continued his way. In attempted to grab Claimant, the officer fell on the floor, and Claimant pulled himself away from the officer.

Immediately, Officer Fenichel called for back up, and informed the back officers that he had been assaulted several times by Claimant. Claimant was arrested as a result of. Officer Fenichel made a report in which he provided false statements in order to have Claimant arrested. In his report, Officer Fenichel stated that Claimant used his fists to hit in the face several times thereby causing him serious injuries. However, Officer Fenichel never suffered any injuries in his face. Sergeant Beam drafted the accusatory instruments. Claimant was arrested, charged, and prosecuted for Resisting Arrest in violation of NYPL 205.30 , and for Assault in the Second Degree in violation of NYPL 120.05 Sub. 3.

In fact, the officers were investigating Claimant for drug charges. In order to keep Claimant in jail, the officers fabricated the charges of resisting arrest, and of assault. Because Claimant was on parole, the charges triggered a violation, thereby keeping Claimant in jail from May 15, 2021 until October 20, 2021. The charges were dismissed on August 13, 2021.

6. Claimant suffered serious personal injuries, humiliation, anxiety, mental anguish, is disorientated, unbalanced as a result of False Arrest, Malicious Prosecution, Fabrication of Evidence. The City of Poughkeepsie is sued under the doctrine of Respondeat Superior. The officers committed these acts within the scope of employment, and in furtherance of the City of Poughkeepsie's business.

The Law

In order to state a claim pursuant to Section 1983, a Claimant must allege (1) that some person has deprived of a federal right, and (2) that the person who has deprived him of that right acted under color of state law. Velez v. Levy, 401 F. 3d 75, 85 (2d Cir. 2005). In the Second Circuit, false arrest claims are evaluated using the law of the state in which the arrest occurred. Russo v. City of Bridgeport, 479 F. 3d 196, 203 (2d Cir. 2007). Under New York Law, a Claimant claiming false arrest must show that (1) the defendant intended to confine the Claimant, (2) the Claimant was conscious of the confinement, (3) the Claimant did not consent to the confinement, and (4) the confinement was not otherwise privileged. Warr v. Liberatore, 270 F. Supp. 3D 637, 645 (W.D.N.Y. 2017).

Here, there is no dispute that the officer defendants work for the City of Poughkeepsie Police Department, which is a government subdivision. The officer defendants are therefore state actors. Further, the officers stopped Claimant without apparent reason, and therefore, the officers intended to confine Claimant. In addition, Claimant protested, and walked away from the officers. Furthermore, Claimant was conscious and did not consent to the confinement. Because the officers did not have probable cause to arrest Claimant, the confinement was not privilege.

It is further well settled law that a government subdivision may be held vicariously liable under state law claim for torts committed by its employees acting within the scope of their employment. Ashley v. City of New York, 7AD3d 742,743 (2004). Here the City of Poughkeepsie is a government subdivision, and the officers were acting within the scope of their employment.

Also, to sustain a section 1983 claim of malicious prosecution, a Claimant must demonstrate conduct by the defendant that is tortious under state law and that results in a constitutionally

cognizable deprivation of liberty. Kinzer v. Jackson, 316 F. 3d 139, 143 (2d Cir. 2003). To state a claim for malicious prosecution under New York Law, a Claimant must allege (1) that the defendant commenced or continued a criminal proceeding ;(2) the proceeding was terminated in the Claimant's favor;(3) that there were no probable cause for the proceeding; and (4) that the proceeding was instated with malice. To plead a constitutionally cognizable deprivation of liberty, a Claimant must allege that there was "a seizure or other perversion of proper legal procedures implicating the claimant's personal liberty and privacy interests under the Fourth Amendment. Washington v. County of Rockland, 373, 316 (2d Cir. 2004). That seizure must be post-arraignment. Swartz v. Insogna, 704 F.3d 105, 112 (2d. Cir. 2013).

Here, Claimant clearly states that he was arrested, arraigned, and detained, and incarcerated on May 15, 2020. Claimant was further arraigned on May 15, 2020. Claimant, therefore alleges a deprivation of liberty. United States v. Mendenhall, 446 U.S. 544, 553-54 (1980).

Under New York law, any final termination of a criminal proceeding in favor of the accused, such that the proceeding cannot be brought again, qualifies as a favorable termination for purposes of a malicious prosecution action. Poventud v. City of New York, 750 F.3d 121, 130-31 (2d Cir. 2014). Here, the proceeding against Claimant terminated such that the proceedings cannot be brought again. In addition, New York law does not require a malicious prosecution Claimant to prove his innocence, or even that the termination of the criminal proceeding was indicative of innocence. Instead, the Claimant's burden is to demonstrated a final termination that is not inconsistent with innocence. Genovese v. County of Suffolk, 128 F. Supp. 3d 661, 671 (E.D.N.Y. 2015).

Lastly, to make out a claim for fabrication of evidence, a claimant must demonstrate that an (1) investigating official (2) fabricates evidence (3) that is likely to influence a jury's decision, (4) forwards that information to prosecutors, and (5) the plaintiff suffers a deprivation of liberty as a result of. Jovanovic v. City of New York, 486 F. App'x 149, 152 (2d Cir. 2012). Unlike a malicious prosecution claim, a fabrication of evidence claim is not defeated by the existence of probable cause. Jocks v. Tavernier, 316 F. 3d 128, 138 (2d Cir. 2003).

Here, the Officer Fenichel, and Sergeant Beam were the (1) investigating officers in this matter. The officers fabricated a sworn statement (2) in which the officers state that Claimant repeatedly and continuously hit Officer Fenichel in his face with Claimant's closed fists several times thereby causing serious injuries to the officer. However, the medical records do not show any injury whatsoever in the officer's face. The officers fabricated this report solely for the purpose of charging Claimant with a felonious assault, caused Claimant to violate his post release conditions, and have Claimant incarcerated while investigated another crime they did not have enough evidence for at the date of May 15, 2020. This report was caused Claimant to be charged and arrested for the crime of felonious assault (3). The officers forwarded the report to the Dutchess District Attorney Office (4). Claimant was incarcerated from May 15, 2021 to present. (5).

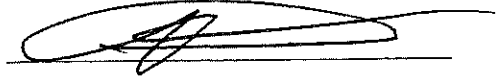
Claimant is requesting \$ 500,000.00 (Five Hundred Thousand) from all respondents.

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

Dated: Wappingers Falls, New York

August 14, 2021

By:

A handwritten signature in black ink, appearing to read 'Ryanne Konan', is written over a horizontal line.

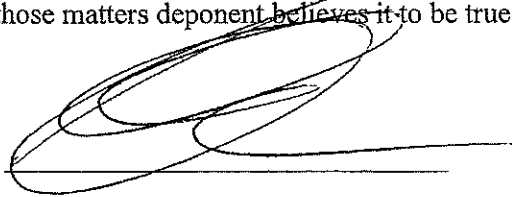
Ryanne Konan, Esq.
4 Marshall Road, Suite 107
Wappingers Falls, NY 12590
Tel: 1 (888)536-1434
Fax: (845)231-0508
konanlawoffice@gmail.com

INDIVIDUAL VERIFICATION

State of New York

County of Dutchess ss.:

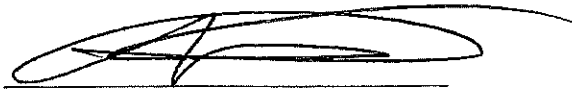
DEAN HANNIFORD, being duly sworn, deposes and says that deponent is claimant in the within action; that he has read the foregoing notice of claim and knows the contents thereof; that the same is true to deponents own knowledge, except as to the matters therein stated to be alleged on information and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



DEAN HANNIFORD

Sworn to before me, this

17th day of AUGUST, 2021



NOTARY PUBLIC

RYANNE GUY KENAN
Notary Public - State of New York
NO. 02K06235661
Qualified in Dutchess County
My Commission Expires Feb 14, 2023

STATE OF NEW YORK
COUNTY OF DUTCHESSUCS-160
POUGHKEEPSIE CITY COURT

Present: Hon. Scott L. Volkman, City Court Judge

The People of the State of New York
vs.

Sealing Order

Dean R. Hanniford
Address is UnknownDocket Number: CR-01673-20
CJTN: 069356659Z
NYSID: 03437343P

Sex: Male Race: Black DOB: 09/30/1988

EYO: N

YO: N

The charges in the above-referenced docket are sealed as follows:

Count	Ticket Number	Charge	Arrest Date	Seal Section	Sealing Date
1		PL 120.05 03 DF Assault In The Second Degree	05/15/2020	160.50 Reduced to (Count #3)	08/12/2021
2		PL 205.30 AM Resisting Arrest	05/15/2020	160.50	08/12/2021
3		PL 120.00 02 AM Aslt:Recklsy Cause Phys Injury	05/15/2020	160.50	08/12/2021

Dated:

8-12-21

SLV / @

Hon. Scott L. Volkman
City Court Judge

cc: Cppo

OA

Ryanne Konan Esp

DCS

STATE OF NEW YORK: COUNTY OF DUTCHESS

COURT: CITY OF Poughkeepsie, NEW YORK

ORIGINAL

Incident Number: 20-15963

FILLED OUT BY: Sgt. T. Beam #115



THE PEOPLE OF THE STATE OF NEW YORK

- AGAINST -

INFORMATION
MISDEMEANOR COMPLAINT
FELONY COMPLAINT

Dean R. Hanniford DOB: 09/30/88
Defendant (s)

BE IT KNOWN THAT, by this Accusatory Instrument, Sgt. T. Beam #115 of an address known to the City of Poughkeepsie Police Department as the complainant herein, accuses the above named defendant (s), with having committed the offense of *Assault in the second degree* in violation of Section: 120.05 Sub. 3 of the Penal Laws of the State of New York, a class D Felony and on the 15th day of May, 2020 at about 1058 hours in that the defendant: *A person is guilty of assault in the second degree when: 1. With intent to cause serious physical injury to another person, he causes such injury to such person or to a third person; or 2. With intent to cause physical injury to another person, he causes such injury to such person or to a third person by means of a deadly weapon or a dangerous instrument; or 3. With intent to prevent a peace officer, police officer, licensed practical nurse, sanitation enforcement agent, a firefighter, including a firefighter acting as a paramedic or emergency medical technician administering first aid in the course of performance of duty as such firefighter, an emergency medical service paramedic or emergency medical service technician, or medical or related personnel in a hospital emergency department, a city marshal, a traffic enforcement officer or traffic enforcement agent, from performing a lawful duty, by means including releasing or failing to control an animal under circumstances evincing the actor's intent that the animal obstruct the lawful activity of such peace officer, police officer, registered nurse, licensed practical nurse, sanitation enforcement agent, firefighter, paramedic, technician, city marshal, traffic enforcement officer or traffic enforcement agent, he or she causes physical injury to such peace officer, police officer, registered nurse, licensed practical nurse, sanitation enforcement agent, firefighter, paramedic, technician, city marshal, traffic enforcement officer or traffic enforcement agent*

At the places described below in the County of Dutchess in the State of New York the defendant (s) did at the time and date mentioned aforesaid commits the offense under the following circumstances: To Wit: That on the aforementioned date and time, while on the street and sidewalk area in front of 41-47 Garden St., in the City of Poughkeepsie, County of Dutchess, State of New York, the defendant did, with the the intent to prevent City Of Poughkeepsie Police Officer Fenichel #27 from preventing the lawful duty of investigating a crime for the New York State Police, in which the defendant was identified as a person of interest, the defendant caused physical injury to that officer, when he pushed, punched and wrestled with the officer. During this struggle, the officer could not maintain his footing and fell to the ground. At this point the defendant continued to punch the officer with closed fists. The defendant's actions caused substantial and protracted pain and swelling to the officer's right wrist. As a result of this, the officer sought medical attention at Mid Hudson Regional Hospital, where he was diagnosed with a sprain to his right wrist and declared unfit for duty for at least two days. At the time of the offense, Officer Fenichel was in full police uniform, and had exited a fully marked City of Poughkeepsie Police car. All contrary to the provisions of statute in such case made and provided.

The above allegations of facts are made by the complainant herein on direct knowledge and/or upon information and belief, with the

False statements made herein are punishable as a class A misdemeanor pursuant to section 210.45 of the Penal Laws.

Sworn to before me on May 15, 2020

Sgt. T. Beam #115

Deponent

ORIGINAL

STATE OF NEW YORK: COUNTY OF DUTCHESS
COURT: CITY OF POUGHKEEPSIE, NEW YORK

Incident Number: 20-15963

FILLED OUT BY: Sgt. T. Beam #115



THE PEOPLE OF THE STATE OF NEW YORK

- AGAINST -

INFORMATION
MISDEMEANOR COMPLAINT
FELONY COMPLAINT

Dean R. Hanniford DOB: 09/30/88
Defendant (s)

BE IT KNOWN THAT, by this Accusatory Instrument, Sgt. T. Beam #115 of an address known to the City of Poughkeepsie Police Department as the complainant herein, accuses the above named defendant (s), with having committed the offense of: **Resisting arrest** in violation of Section: **205.30** Of the Penal Laws of the State of New York, a class **A Misdemeanor** on the 15th day of May, 2020 at about 1058 hours in that the defendant: **A person is guilty of resisting arrest when he intentionally prevents or attempts to prevent a police officer or peace officer from effecting an authorized arrest of himself or another person.**

At the places described below in the County of Dutchess in the State of New York the defendant (s) did at the time and date mentioned aforesaid commits the offense under the following circumstances: **That on the aforementioned date and time, while in the area of 41-47 Garden St., in the City of Poughkeepsie, County of Dutchess, State of New York, the defendant did intentionally prevent the authorized arrest of himself for Assault in the Second Degree when, after having shoved, wrestled and punched Police Officer Fenichel of the City of Poughkeepsie Police Department, the defendant intentionally continued to punch Officer Fenichel with closed fists and then ran through in excess of ten privately owned yards, breaking a dividing fence and jumping into the Fallkill Creek, while numerous police officers, including Officer Fenichel chased after him, with numerous verbal commands being yelled. Once in the creek, the defendant continued to wade upstream and East of Conklin Street, in a further attempt to prevent his arrest, even while surrounded by more than a dozen police officers verbally directing him to stop, show his hand and submit to the arrest. All contrary to the provisions of the statute in such case made and provided.**

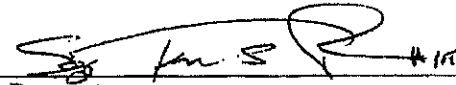
The above allegations of facts are made by the complainant herein on direct knowledge and/or upon information and belief, with the Source of the complainant's information and the grounds for his belief being: **Information and Belief, and the result of an investigation by the City of Poughkeepsie Police Department**

False statements made herein are punishable as a class A misdemeanor pursuant to section 210.45 of the Penal Laws.

Sworn to before me on

May 15, 2020




Deponent

ON 05/15/20 AT ABOUT 1058 HRS, OFFICER FENICHEL AND I WERE ASSISTING THE NEW YORK STATE POLICE IN STOPPING A SUBJECT OF A PROBABLE CAUSE INVESTIGATION.

I DIRECTED OFFICER FENICHEL TO THE SUBJECT, LATER IDENTIFIED AS DEAN R. HANNIFORD (09/30/88) WHO WAS COMING OUT ON GARDEN ST, IN THE AREA OF NUMBER 41. AT THE TIME HANNIFORD WAS WEARING A BLUE JACKET AND A BLUE KNIT TYPE HAT. IT APPEARED THAT HE HAD DREADS ROLLED UP INTO SOME TYPE OF BUN BENEATH HIS HAT.

WHEN OFFICER FENICHEL ATTEMPTED TO DETAIN HANNIFORD, HANNIFORD VIOLENTLY RESISTED BY PUSHING AND PUNCHING OFFICER FENICHEL. DURING THIS INITIAL CONFRONTATION, OFFICER FENICHEL FELL TO THE GROUND, AND HANNIFORD CONTINUED TO PUNCH HIM.

HANNIFORD THEN FLED ON FOOT, RUNNING EAST, AND OUT TO CONKLIN ST, THEN THROUGH MULTIPLE BACK YARDS BETWEEN GARDEN STREET AND CONKLIN ST, BEFORE CROSSING OVER CONKLIN STREET AND THROUGH A YARD. HE CONTINUED IN AN EASTERLY DIRECTION, JUMPED OVER A FENCE AND ENTERED THE FALLKILL CREEK. DURING MOST OF THIS TIME OFFICER FENICHEL WAS IN CLOSE PURSUIT AND WAS GIVING VARIOUS VERBAL COMMANDS TO HANNIFORD. MULTIPLE OFFICERS IN UNIFORM AND IN PLAIN CLOTHING WITH POLICE IDENTIFIERS (SUCH AS BADGES AND BALLISTIC VESTS MARKED WITH "POLICE" OR "STATE POLICE" OR "STATE TROOPER") ASSISTED WITH THE PURSUIT AND A PERIMETER.

ONCE HANNIFORD ENTERED THE CREEK, HE WAS SURROUNDED BY OFFICERS AND GIVEN NUMEROUS VERBAL COMMANDS. HANNIFORD CONTINUED TO TRAVEL UPSTREAM IN AN EFFORT TO AVOID HIS ARREST. AFTER SEVERAL MINUTES, HANNIFORD FINALLY COMPLIED, AND WAS TAKEN INTO CUSTODY WITHOUT FURTHER INCIDENT.

HANNIFORD WAS TRANSPORTED BY STATE POLICE TO NYSP WAPPINGERS, BUT WAS LATER TRANSFERRED TO THE CUSTODY OF THIS AGENCY.

I RECEIVED HANNIFORD FROM NYS TROOPER MCCABE. DURING PROCESSING, HANNIFORD GENERALLY ATTEMPTED TO WITHHOLD THE MAJORITY OF HIS PEDIGREE INFORMATION, SAYING " WHATEVER'S IN THERE" (REFERRING TO THE COMPUTER). HE REPORTED THAT HE HAD NO SCARS, BUT WAS LATER FOUND TO HAVE A VERY LARGE SCAR ON HIS ABDOMEN, AND A SCAR THAT APPEARED SIMILAR TO A HOT LIQUID BURN OVER MOST OF HIS CENTER AND LOWER BACK. ONCE HE WAS INFORMED THAT HE WOULD BE REMAINING IN CUSTODY, HANNIFORD CLAIMED HIS ANKLE HURT AND THAT HE WOULD HAVE TO GO TO THE HOSPITAL. DURING TIMES THAT HE FELT HE WASN'T BEING OBSERVED, I WITNESSED HIM PUT FULL WEIGHT ON HIS FEET, BUT WHEN I DIRECTLY INTERACTED WITH HIM, HE CLAIMED THAT HE NEEDED HELP TO WALK. HE WAS INFORMED THAT DUE TO THE COVID-19 SAFEGUARDS, THAT WE WOULD HE WOULD NEED TO WEAR A MASK, AND DO AS MUCH EVALUATION OUTSIDE OF THE HOSPITAL SETTING. HE BECAME DISINTERESTED IN HAVING MEDICAL PERSONNEL COME TO POLICE HEADQUARTERS FOR EVALUATION. A LITTLE WHILE LATER, UNDER THE GUISE OF PAT SEARCHING HIS SOCKS, I SQUEEZED BOTH ANKLES, AND IT DID NOT APPEAR THAT HE WAS FEELING DISCOMFORT.

HANNIFORD WAS LATER FINGERPRINTED AND PHOTOGRAPHED BY OFFICERS WHALEN AND DOLAN. HE REFUSED TO LET OFFICERS TAKE PICTURES OF HIS TATTOOS OR SCARS.

HE WAS HELD PENDING ARRAIGNMENT.

ATTEMPTS TO CONTACT PAROLE WERE UNSUCCESSFUL, BUT A PAROLE VIOLATION WAS LATER FAXED TO THE DEPARTMENT, AND RECEIVED BY OFFICER WHALEN.

NOTE THAT AT THE TIME OF THE FOOT PURSUIT, OFFICER FENICHEL'S BODY CAMERA AND SOME EQUIPMENT WERE COLLECTED ON THE ROADWAY BY OFFICER HABERSKI, AND SECURED IN OFFICER FENICHEL'S POLICE CAR (CAR 20).

OFFICER KNAPP SECURED A SNEAKER FROM HANNIFORD AND ENTERED IT INTO EVIDENCE.

OfficerID: BEAMT, OFFICER NARRATIVE

SEE CASE REPORT

OfficerID: FENICHELE, Narrative

On 5/15/2020 at about 1030 hours, I was contacted by Sgt. Beam to assist in an operation to identify and detain a subject relating to a New York State Police felony offense investigation. I was directed to the area of Garden Street and Mill Street for a stocky black male subject wearing dark blue clothing with a black dew rag and braids. I made a right turn from Mill Street onto Garden Street and I saw the subject approaching 41 Garden Street. I advised Sgt. Beam, who I was on the phone with, that I saw the subject in the area of 41 Garden Street. I then exited my patrol car and approached the subject. I made up a story and advised the subject that I was investigating a theft from Family Dollar. I then asked the subject for identification. The subject said that he didn't have any and he tried to walk past me. I walked over to get in his way of leaving and he pushed and punched me several times as I tried to grab onto

Defense Discovery Package: 06/01/2020 01:47 jmceleney@dutchessny.gov

him. I wrestled with him to the ground and we fought for approximately 30 seconds. He eventually was able to get to his feet before I could and he was punching me while I was still on the ground. He then started to run away. I grabbed my radio which had gone flying during our fight and I gave chase. I chased the subject east through alleys toward Conklin Street. He then doubled back and I lost him in between houses in the area between Conklin Street and Garden Street. Other units were able to spot the subject and eventually he was taken into custody after he ran some more and then jumped in the Fallkill Creek. After the altercation, I drove myself to Mid Hudson Regional Hospital Emergency room because during the fight I had hit my right wrist on the ground and was in substantial pain. I was x-rayed negative and told that it was a sprain and a bruise. I also followed up the following monday because I had some soreness and swelling in my right elbow. I was diagnosed with tendonitis related to the altercation and I was cleared to return to work the following day after icing and medicating. Other officers processed the arrest paperwork. Nothing further to report at this time.

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.

62 Civic Center Plaza
PO

**NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK**

TODAY'S DATE: 6/16/21

NAME AND ADDRESS OF EACH CLAIMANT:

Dolores Devorshire 106 Mansion Street Poughkeepsie NY 1260

TELEPHONE NUMBER: 845 430-0651

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

City of Poughkeepsie/Contractors Caused damage to my front stair out side my home. See attachment letter + pictures Enclosed.

ITEMS DAMAGED OR INJURIES SUSTAINED:

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2021 AUG 23 AM 8:30

[Signature]
Signature of Claimant

Signature of Claimant

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

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

[Signature]
Signature of Claimant

Signature of Claimant

Sworn to before me this
18 day of June, 2021

Alexandra C Brooks
Notary Public

ALEXANDRA C BROOKS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BR6340524
Qualified in Ulster County
My Commission Expires: 4/15/2024

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

My name is Delores Devonshire (Homeowner), and this letter is to submit a claim against the City of Poughkeepsie for damages done to my property. Contractors hired by the City of Poughkeepsie caused damaged to my front stairs of my property at 106 Mansion Street Poughkeepsie, NY 12601. Let me explain the fact that the City of Poughkeepsie did not send out any notice to home stating there was going to be sidewalks repairs and or replacements on Mansion Street and to be prepared and cautious of any works and any inconveniences. On ~~May~~ May 26, 2021 I exited my house approximately 10 am and could not get down my front stairs. The contractors had roped of my stairs with yellow caution tape. I asked the workers what they were doing and how I was going to get down my stairs. They replied rudely and reluctantly, "We're working on the sidewalks." I was asked if I wanted them to make a plank for walk down. This was unacceptable and dangerous. My stairs and the stairs of my neighbor was cracked apart as their machines and equipment hammered at the sidewalk in front of my property. My first step is connected to the sidewalk and the worker's demolition destroyed the steps. As I began to point out what was being done to my property, I was told it will be fixed and to call the City of Poughkeepsie. The workers lack of concern while they were clearly breaking my property steps while removing the sidewalk was less than professional and I found the supervisor or Forman to be very disrespectful as if I was not the homeowner or had the right to ask about the damages.

Please be advised under my front stairs there is a storage room and at the time was clearly exposed. I tried to explain if not repaired properly it will cause extensive water damage and how they broke the railing and post on my stairs, it was clearly disconnected from the damage to the stairs and concrete. The welding is disconnected from the rail and the post and the post is not sturdy on the step because the step was not securely appropriately fixed or replaced. The post is extremely heavy and I'm sure it is expensive. The steps were recently repaired, and welding done this year. For the workers to cover up the work done with a layer of cement for the illusion or repair was not only unprofessional but disrespectful. The first step is broken, not measured properly, and disconnected from the second step. This is dangerous for me and anyone walking up and down my stairs. The supervisor or forman was not concern at all, and again was told to call the City of Poughkeepsie. I took pictures of my property and immediately called the Department of public works. I was transferred to Mr. Chris Gent 845-451-4176 and he told me that he was going to go to my property this morning to investigate. He asked me not to worry that any damages done will be repaired.

I called the 3rd Ward Council woman Ms. Lorraine and told her about the current issue with the City of Poughkeepsie and the damage they were causing to my property. She informed me that she had a board meeting that morning and would let the necessary people know of my concerns. She also said, she will go to my property and investigate. I gave her my address and forwarded

the pictures I had taken of my property. After calling Ms. Johnson later that day for an update she informed me that she and a City of Poughkeepsie official went to my property and also assured me that the problem would be rectified.

When I arrived at my house that afternoon after work, I was not able to get into my home. It was completely roped off preventing me from going on the sidewalk due to wet cement. I was locked out of my house. This was totally unacceptable! A few days later the sidewalk directly in front of my property was complete, yet they still left the yellow rope tied around the post and the railing of my property. It was not fixed, they just left it broken and it is still roped together to date. Again, this is unacceptable!

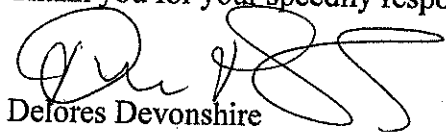
Over the next couple of weeks, I have spoken to multiple people in different departments in the City of Poughkeepsie and left many messages including Mr. Paul Ackerman 845-451-4068, who also assured he would investigate and assist in any way possible to rectify the situation with repairs to my property.

I have been a homeowner at this property since 2005 and I find it appalling that I have to go through such channels to seek repairs for something that I didn't ask for. While being a property taxpayer I appreciate the sidewalks being repaired for it was well needed, but not to be notified via a letter or to have property damaged in the midst was unfortunate and dangerous but could have been fixed and avoided.

It is now 2 and half months later, no one has returned my calls, the repairs have not been done. No one has reached to me via a letter as to the status of my complaint. The contractor has not been back to see how they can fix the damage they caused. My last call was 7/29/2021 to Mr. Gent, I left a message seeking a status for the repairs to my property. It is August 10, 2021 and I would like to submit a formal complaint to the City of Poughkeepsie.

Please see attached documents and pictures. I hope to get my property professionally and appropriately repaired soon.

Thank you for your speedy response to this matter,



Delores Devonshire

106 Mansion Street

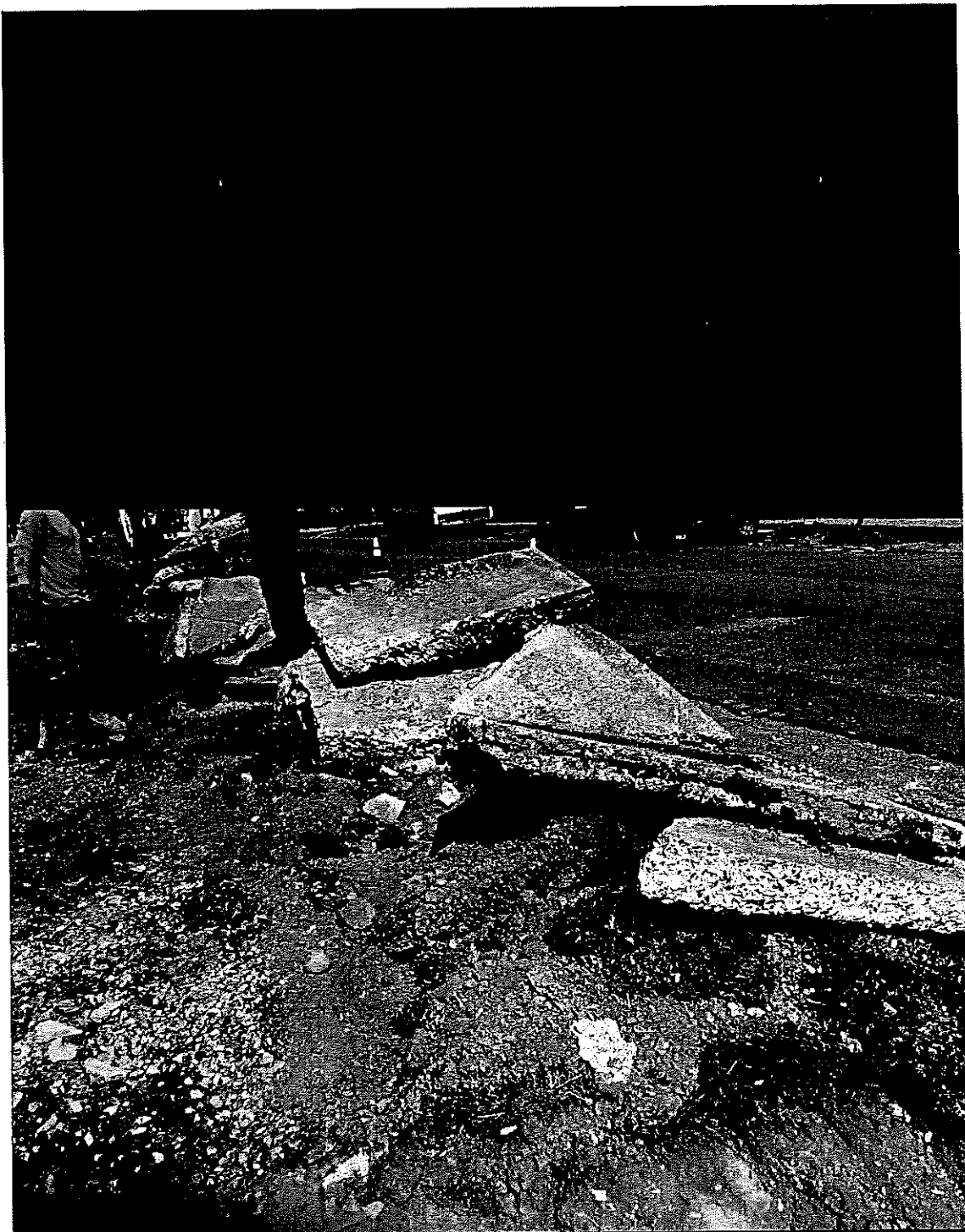
Poughkeepsie, NY 12601

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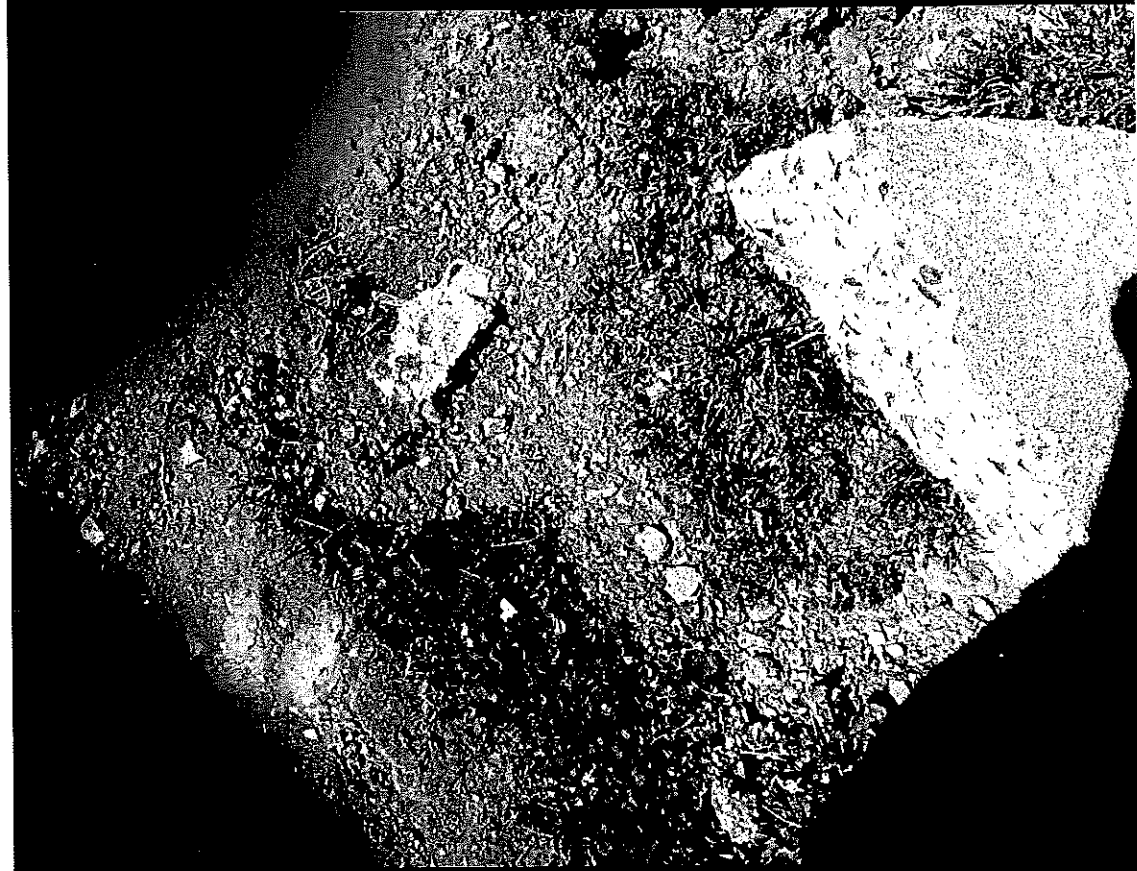
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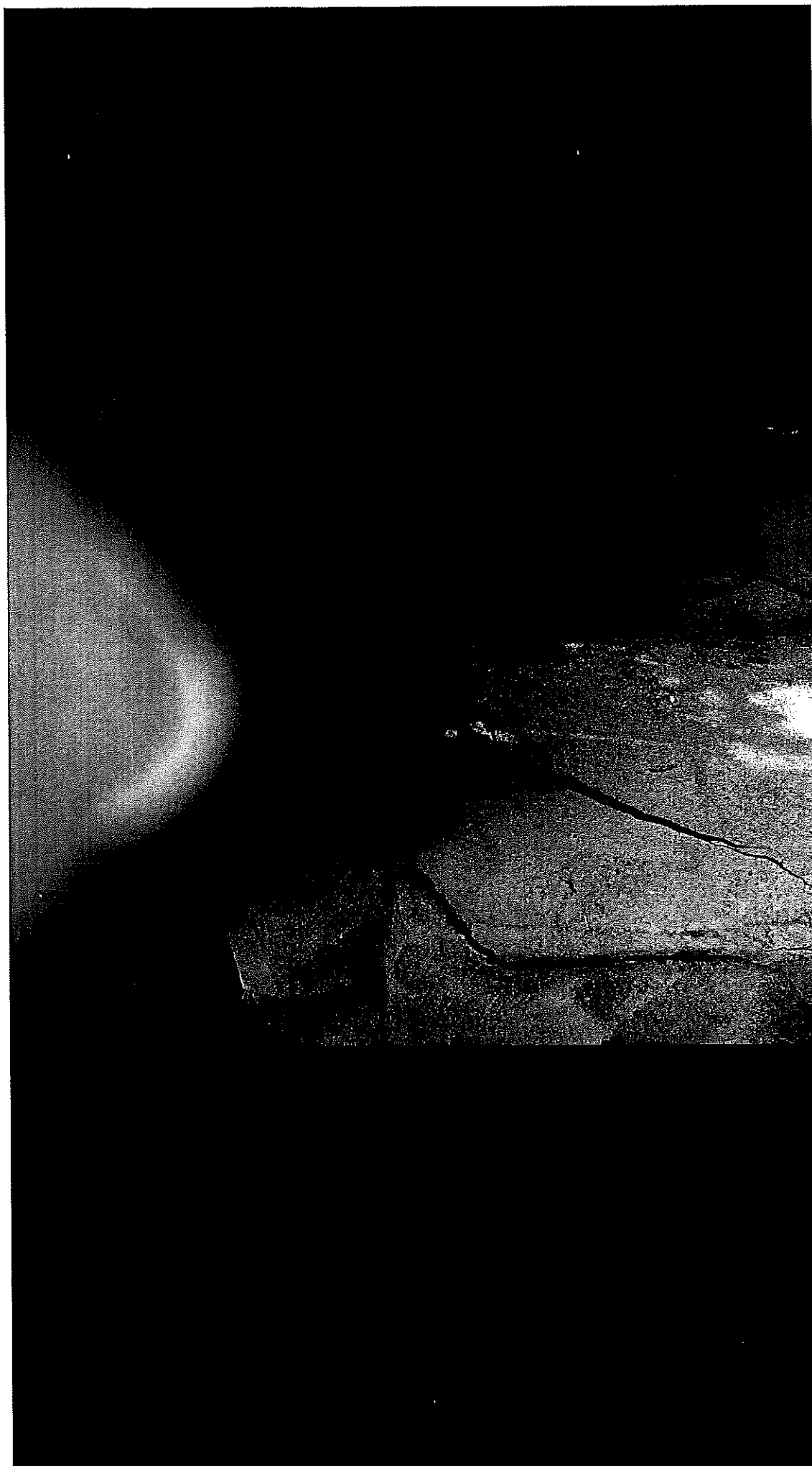
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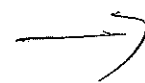
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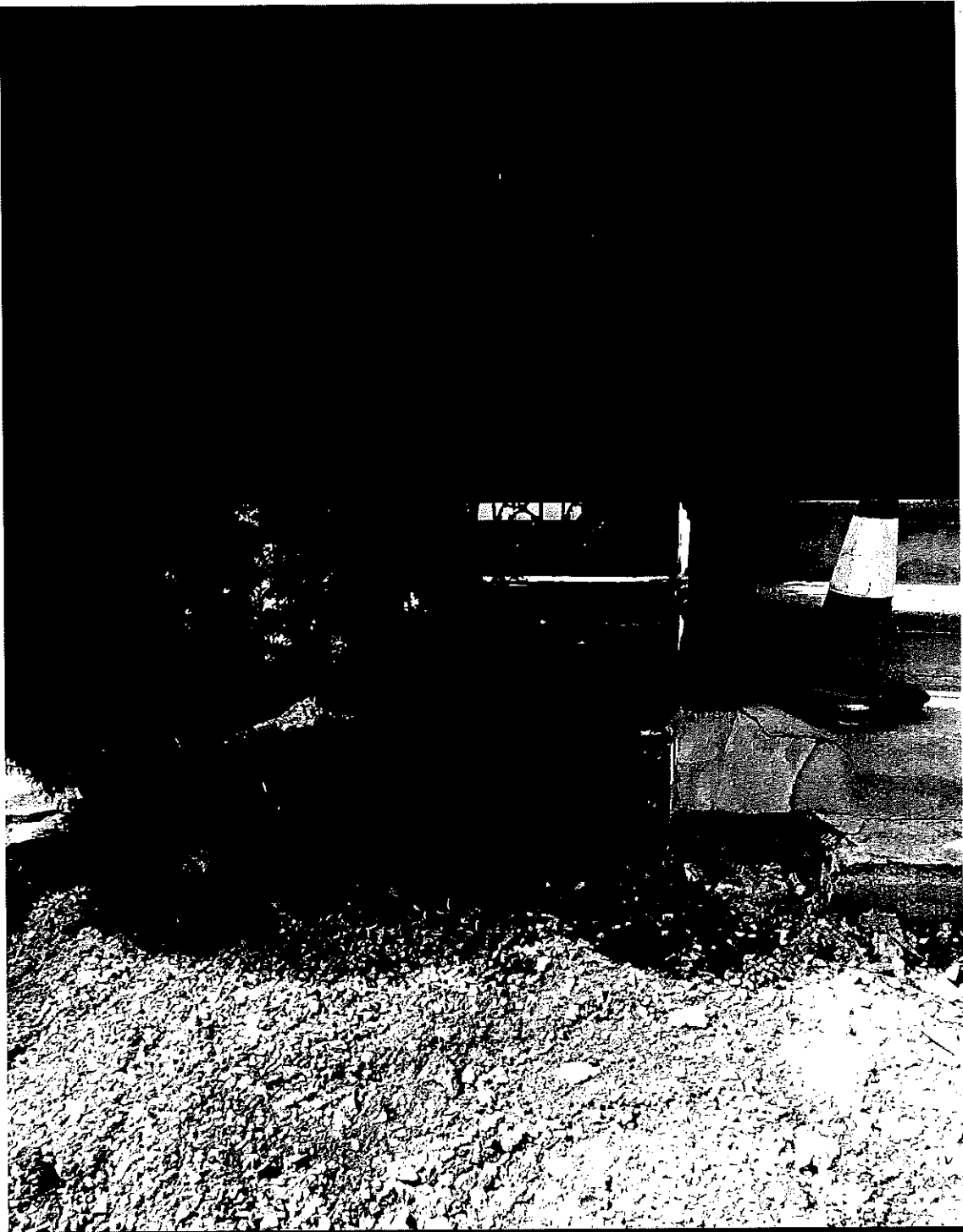




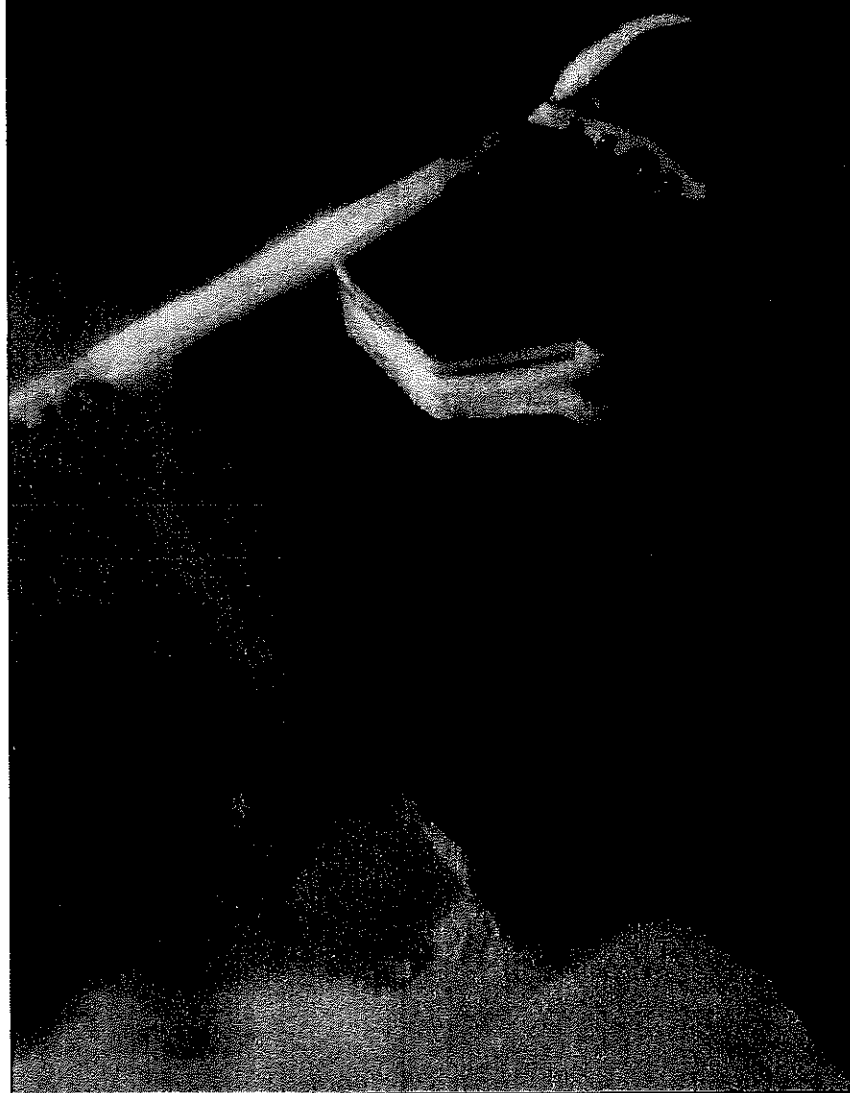
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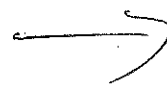
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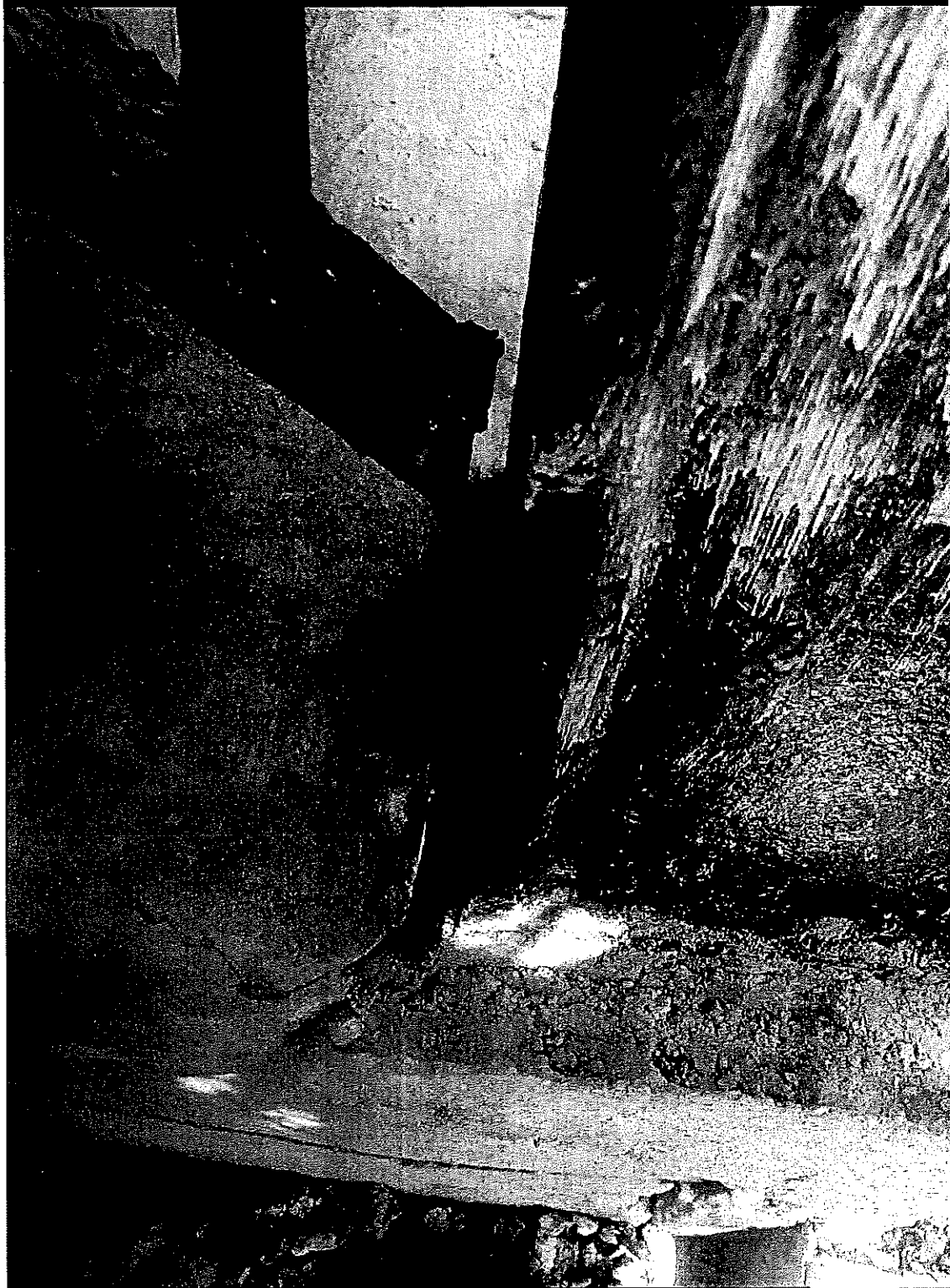
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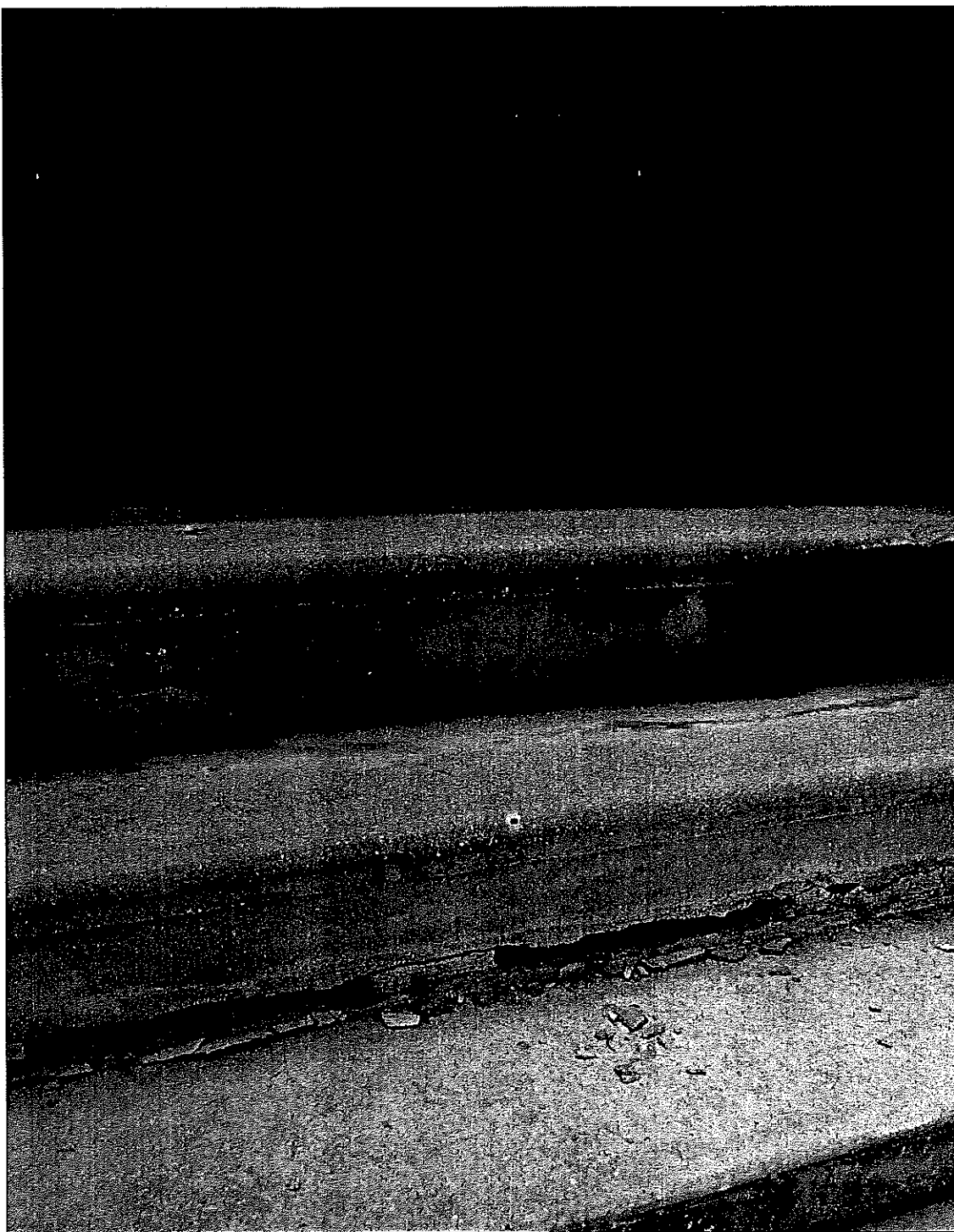


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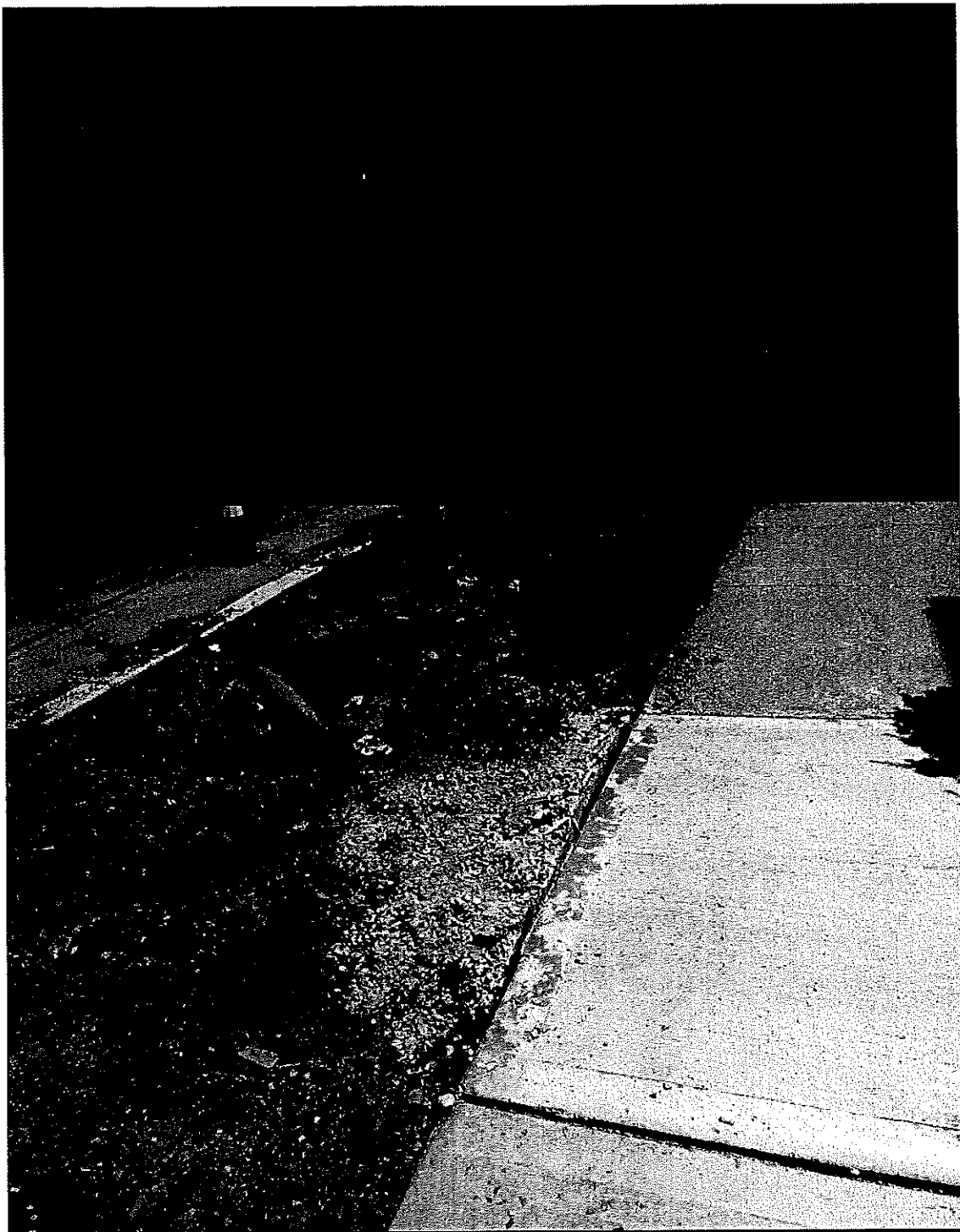


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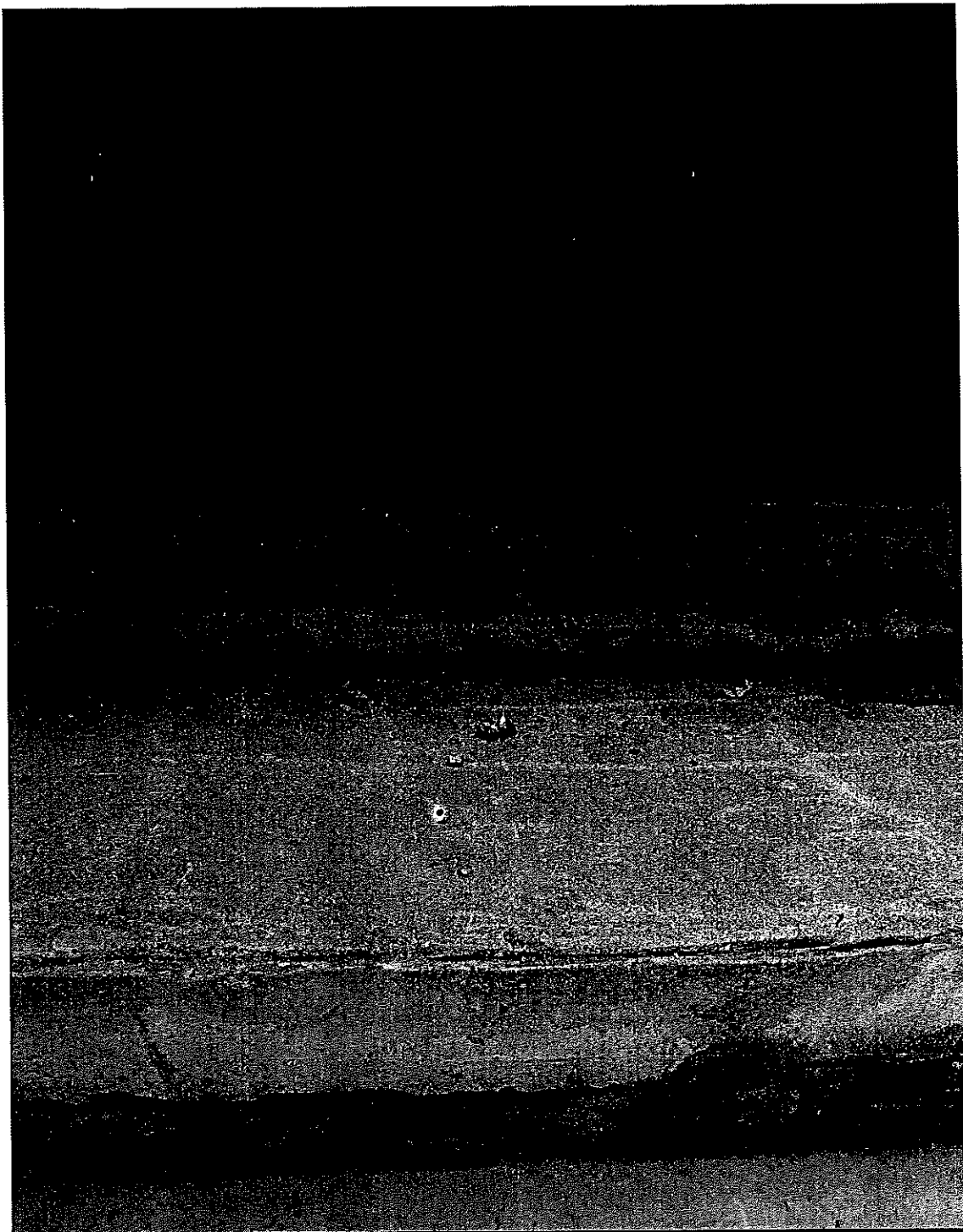


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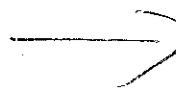


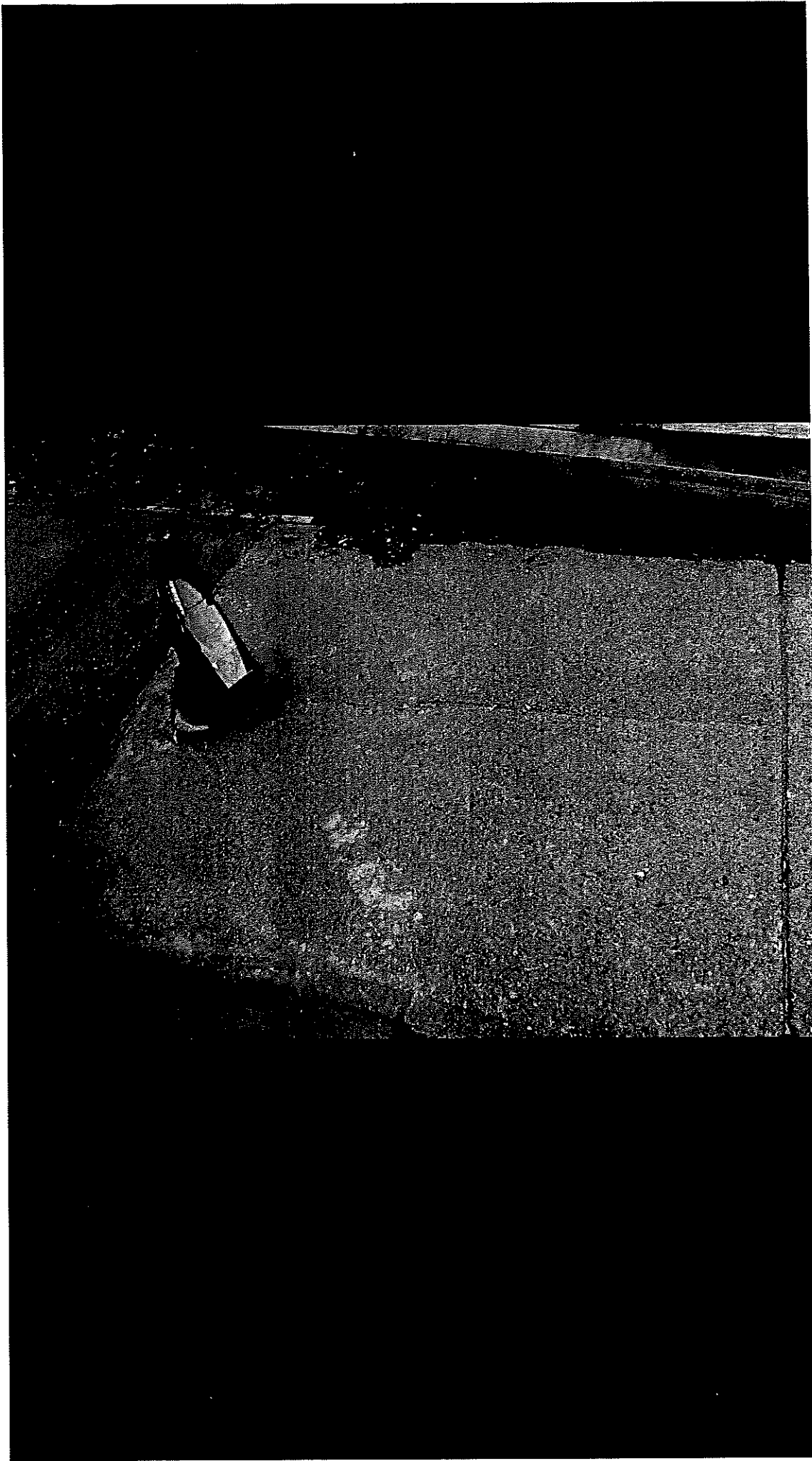
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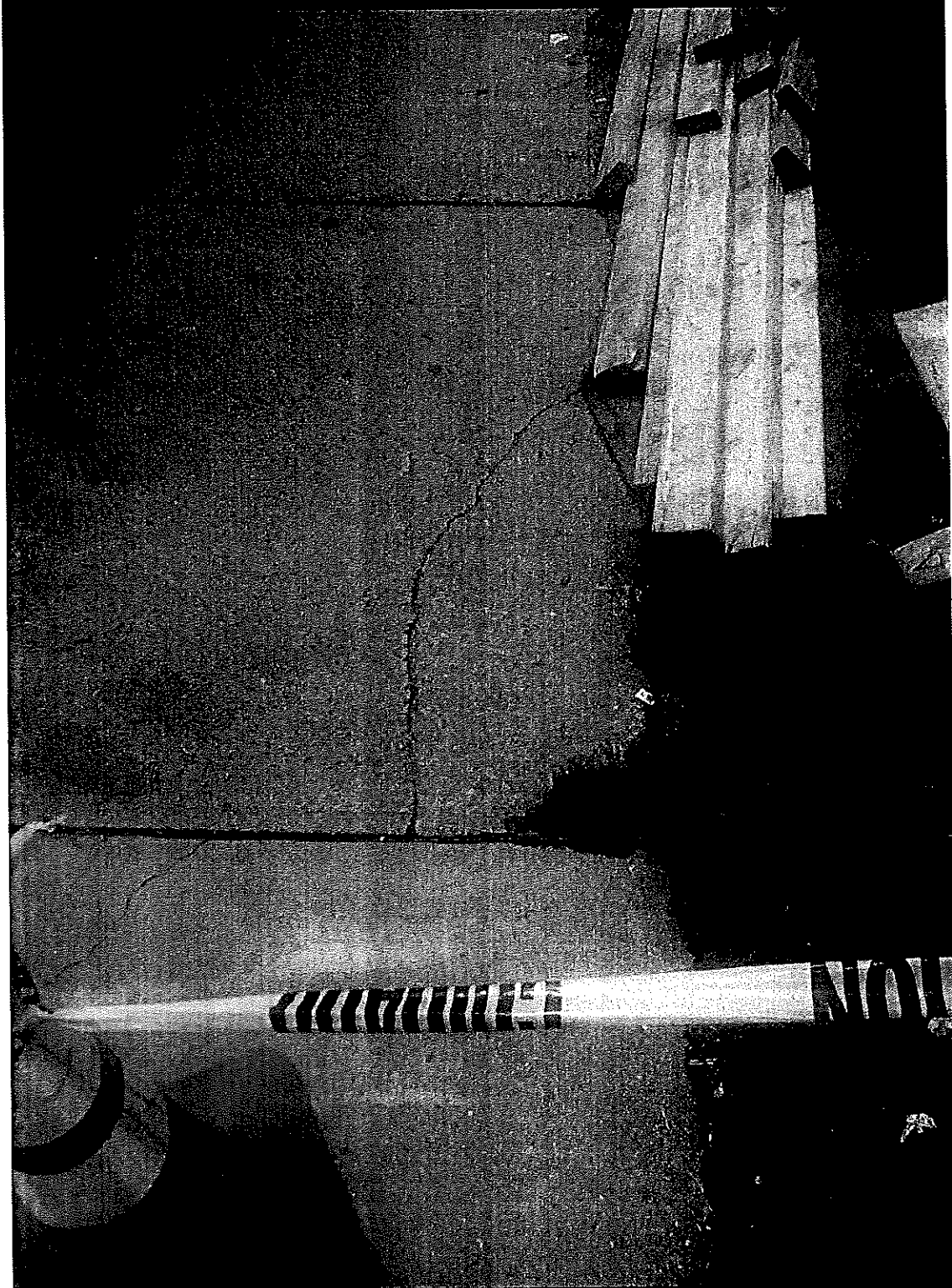
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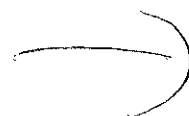


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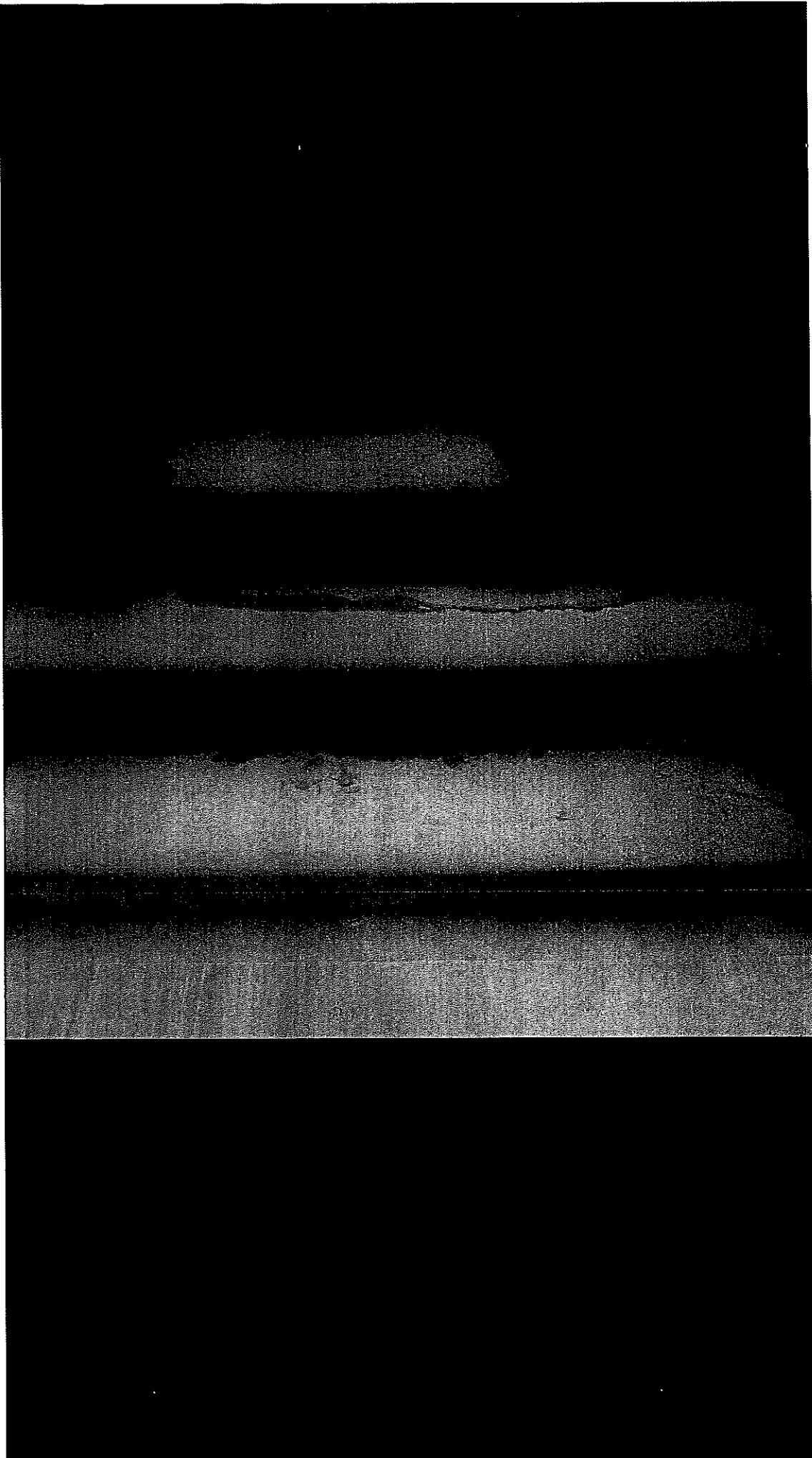
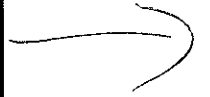
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42
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Done

38 of 47

46
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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: August 23 2021

NAME AND ADDRESS OF EACH CLAIMANT:

STEVEN HORNING
9 RATT ST
POUGHKEEPSIE NY
12601

TELEPHONE NUMBER: 845-473-3388

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

DRIVING MY 2018 ACURA RDX FROM FORBUS ST TO HANSCOME AVE. WAS NEWLY
~~SEIZED~~ SURFACED WITHOUT ANY SIGNS RESTRICTING TRAVEL MY VEHICLE TRAVELED OVER
RD. UPON ARRIVING HOME AT 9 RATT ST, TIRES WERE COVERED WITH TAR, DRIVEWAY WAS
COVERED IN TAR AND LOWER VEHICLE COVERED. HAPPEN 12:30 PM ON WEDS, AUG 11, 2021 ON
HANSCOME AVE. See Attachment

ITEMS DAMAGED OR INJURIES SUSTAINED:

SIDE OF ACURA COVERED IN TAR - REMOVAL \$12500
TIRES (all 4) caked with tar -
DRIVEWAY COVERED IN TAR - ~~REPAIR~~ REPAIR 37500

[Signature]
Signature of Claimant

[Signature]
Signature of Claimant

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

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

[Signature]
Signature of Claimant

[Signature]
Signature of Claimant

Sworn to before me this

23 day of August, 2021

[Signature]
Notary Public

Notary Public, State of New York

No. 01C16370504

Qualified in Dutchess County

My Commission Expires February 5, 2022

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.



Re: [EXTERNAL] RE: Damage to driveway

Nelson, Marc

08/12/2021 09:49 AM

"Gent, Chris", "Ruiz, Elizabeth", "Davis, Jasmin N.", "Rolison, Robert G."

PATRICIA HORNING/Fishkill/IBM

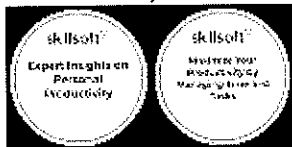
"Nelson, Marc" <MNelson@cityofpoughkeepsie.com>

Thank you. I hope in the future more attention is paid to street closures and warning. This could and should have easily avoided.

I would also like to note I e mailed our council person who did not even open the communication.

Regards,

Pattie Horning
Corporate Health and Safety
B/003-3, Office PP11
Tie line 295-3552, Outside 845-435-3552
hornip@us.ibm.com
"Live Well, Live Better"



"Nelson, Marc"

Dear Ms. Horning: The City Chamberlain will email

08/12/2021 10:24 AM

From: "Nelson, Marc" <MNelson@cityofpoughkeepsie.com>
To: "PATRICIA HORNING" <hornip@us.ibm.com>
Cc: "Rolison, Robert G." <RRolison@cityofpoughkeepsie.com>, "Ruiz, Elizabeth" <ERuiz@cityofpoughkeepsie.com>, "Gent, Chris" <CGent@cityofpoughkeepsie.com>, "Davis, Jasmin N." <JDavis@cityofpoughkeepsie.com>
Date: 08/12/2021 09:34 AM
Subject: [EXTERNAL] RE: Damage to driveway

This Message Is From an External Sender

This message came from outside your organization.

Dear Ms. Horning:

The City Chamberlain will email you a claim form to complete, describing these events. Please return that document to her office for processing.

Our apologies for this inconvenience.

Marc

Marc S. Nelson, M.P.A.
City Administrator
The City of Poughkeepsie
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601
Office: (845) 451-4075
Email: mnelson@cityofpoughkeepsie.com

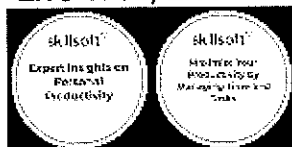
PK

From: PATRICIA HORNING [mailto:hornip@us.ibm.com]
Sent: Wednesday, August 11, 2021 4:24 PM
To: Mayor Email <Mayor@cityofpoughkeepsie.com>; Nelson, Marc
<MNelson@cityofpoughkeepsie.com>; Brannen, Sarah <SBrannen@cityofpoughkeepsie.com>
Subject: Fw: Damage to driveway
Importance: High

Regards,

Pattie Horning
Corporate Health and Safety
B/003-3, Office PP11
Tie line 295-3552, Outside 845-435-3552

"Live Well, Live Better"



----- Forwarded by PATRICIA HORNING/Fishkill/IBM on 08/11/2021 04:21 PM -----

From: PATRICIA HORNING/Fishkill/IBM
To:
Cc:
Date: 08/11/2021 01:53 PM
Subject: Damage to driveway

Hi, at approximately 12:30 PM on Wednesday, August 11, 2021, I drove my 2020 Acura over Hanscom Avenue. The street was not closed, it was totally opened. As I proceed to drive I discovered fresh tar had been laid over the entire street. No warning, no employees, nothing. I proceed with caution and

continued to my home at 9 Platt Street, which is one block away and drove into my driveway. See attached pictures of damage that was done to a freshly done driveway last week, as well as the tires to the car. Its very disturbing that the street was not closed, no barriers, no warning, and we have this damage.

Please let me know how to proceed with this. See attached pictures.

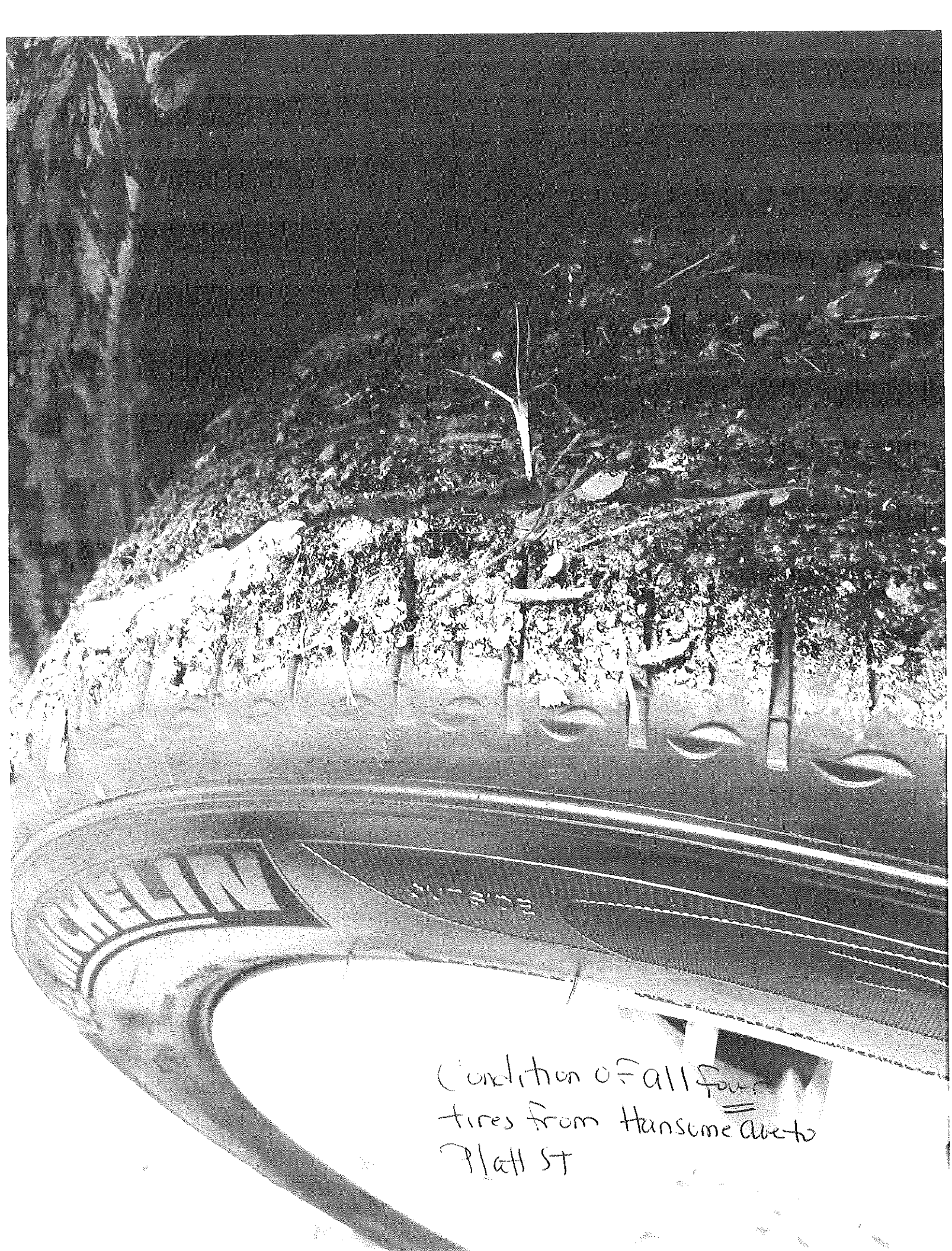
Pattie & Steve Horning
9 Platt Street
Poughkeepsie, NY
845-473-3388 or 845-705-5719

Regards,

Pattie Horning
Corporate Health and Safety
B/003-3, Office PP11
Tie line 295-3552, Outside 845-435-3552

"Live Well, Live Better"





Condition of all four
tires from Hansome Ave to
Platt St



After washing
power windows
4

7



← TAR

Before Repair -
Concrete stained driveway
Restained August 8th 2021 -
Damaged Aug 11th 2021

THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 8/20/2021

NAME AND ADDRESS OF EACH CLAIMANT:

Laura Jackson / Lorina White
14 Josies Path NY 12547

TELEPHONE NUMBER: 845-763-0302

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

Everything written on attached paper

ITEMS DAMAGED OR INJURIES SUSTAINED:

The car (1999 Gray Hyundai) marked as totaled and unfixable.

Laura K Jackson
Signature of Claimant

Lorina White
Signature of Claimant

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

Laura K. Jackson Lorina White 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.

Laura K. Jackson
Signature of Claimant

Lorina White
Signature of Claimant

Sworn to before me this
20th day of August, 2021
[Signature]
Notary Public

CAROL THOMPSON
NOTARY PUBLIC, State of New York
04TH6151306
Qualified in Dutchess County
Commission Expires 8/14/22

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 AUG 20 AM 9:58

On July 8, 2021 at 12:18 am in Poughkeepsie New York, I (Lois White) parked the car (1999 Gray Hyundai) on the road in front of the house 38 Winfield St, under a tree. On this day and time it was thunder, rain and lightning outside. The lightning struck the big tree and hit 2 parked cars, one of which was mine (1999 Gray Hyundai). The tree broke in half and landed right on top of the hood of my car. The cops were called and arrived at 6:20 am on July 8th to report the accident. Later that day the public service workers that remove trees came to remove the tree from the hood of the car. The car hood was all the way dented in and all the windows were broken. Progressive put the car as totaled and unfixable. Accident report # 0202085230.

2021 AUG 20 AM 10:02

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

1:08



polycyservicing.apps.progressive.com

PROGRESSIVE
P.O. BOX 31289
TAMPA, FL 33631

LAURA K JACKSON
TAMIA EM BENEKIN
48 JOEISE PATH
APT 14
MILTON, NY 12547

PROGRESSIVE
DIRECT Auto

Policy Number: 924861139

Underwritten by:
Progressive Marine Insurance Company
Insured customer since 2018
Date of Writing: August 25, 2021
Policy Period: Apr 3, 2021 - Oct 3, 2021
Page 1 of 3

progressive.com

Online Service

Make payments, check billing activity, update
policy information or check status of a claim

1-800-776-4737

For customer service and claims service,
24 hours a day 7 days a week.

Auto Insurance Coverage Summary

This is your Declarations Page.
Your coverage has changed

Your coverage began on April 3, 2021 at 12:01 a.m. This policy expires on October 3, 2021 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9611D NY (07/17).

Policy changes effective July 16, 2021

Changes requested on:	Aug 24, 2021 10:09 a.m.
Requested by:	LAURA K. JACKSON
Premium change:	-\$516.36
Changes:	The 1999 HYUNDAI ELANTRA has been removed.

Supplementary Uninsured/Underinsured Motorist: (SUM)

The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.

Drivers and household residents

LAURA K JACKSON	
Age: 51	Gender: Female
Marital status: Single	
Additional information: Named insured	
TAMIA EM BENEKIN	
Age: 22	Gender: Female
Marital status: Single	
Additional information: Named insured	
TANJENIQUE S BENEKIN	
Age: 24	Gender: Female
Marital status: Single	

Form 6493 NY (6/2021)



Policy Number: 924861139

LAURA K JACKSON

TAMIA EM BENEKIN

Page 2 of 3

ALLYSSA BENEKIN	
Age: 19	Gender: Female
Marital status: Single	
Lorina A White	
Age: 26	Gender: Female
Marital status: Single	

Outline of coverage

2016 MAZDA CX-5 4 DOOR WAGON
VIN: JM3KE4DY0G0885397
Garaging ZIP Code: 12547
Primary use of the vehicle: Commute

Limit:

Deductible:

Premium:

Adjusting To Coverage



