



COMMON COUNCIL MEETING

Tuesday, April 15, 2025
Common Council Chambers
6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting of April 1, 2025

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. FROM RICHARD DUPILKA**, a presentation regarding lead service line replacement strategy.
- 2. FROM SERENA DOMINGUES/ NATURE'S IMPACT**, a presentation regarding Youth Art project at Malcolm X Park
- 3. FROM STEVEN JAMES**, a notice of claim for property damage sustained on March 22, 2025
- 4. 224 TCR LLC / THE GRAND CONCOURSE**, a 30-Day Advance Notice of NYS Liquor License Application

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

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS

VII. REPORTS OF COMMITTEES AND BOARDS: NONE

CONSENT AGENDA:

VIII. MOTIONS AND RESOLUTIONS:

1. **R-25-34**, Bond Resolution Authorizing the Reconstruction of Washington St Bridge and Garden St Bridge.
2. **R-25-35**, Bond Resolution Authorizing the Lead Service Line Inventory Project
3. **R-25-36**, Resolution Authorizing Implementation and Funding of the Garden Street over Fall Kill Creek Bridge Replacement
4. **R-25-37**, Resolution Authorizing Implementation and Funding of the Washington Street over Fall Kill Creek Bridge Replacement
5. **R-25-38**, Resolution Authorizing Implementation and Funding to Resurface 1/2 Mile of City Streets, Replace Sidewalks, Traffic Signs, Curbing, & Divider on Civic Center Plaza, Mill St, Mansion St, And Columbus Drive.

IX. ORDINANCES AND LOCAL LAWS:

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

XI. ORDINANCES AND LOCAL LAWS:

XII. MAYOR'S COMMENTS:

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, April 1, 2025

6:30 PM

Common Council Chambers

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie
Common Council the date is April 1, 2025, and the time is 6:30pm**

I. ROLL CALL

8 Present, 1 Absent (Chairman Wilson)

II. REVIEW OF MINUTES

A motion to Approve was made by 3rd Ward Council Member Brown and seconded by 6th Ward Council Member Grant.

Approve Public Hearing & Common Council Meeting Minutes of 3-18-2025 - VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember McClinton
No/Nay:	None
Abstain:	None
Absent:	Councilmember-At-Large Wilson
Result:	Passed

1. Common Council Public Hearing- Nomination of 10 N. Clinton St as a Local Historic Landmark
2. Common Council Public Hearing- Establishing City of Poughkeepsie Business Improvement District
3. Common Council Meeting of March 18, 2025

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. FROM KEVIN FITZPATRICK**, a notice of claim for personal injury sustained on December 22, 2024
- 2. FROM CAROL CROTTY**, a notice of claim for property damage sustained on January 20, 2025
- 3. FROM CHRISTAL SPRENGER**, a notice of claim for personal injury sustained on January 20, 2025
- 4. FROM REGINA LEWIS**, a notice of claim for discrimination and denial of due process

V. PUBLIC PARTICIPATION:

Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda item.

Erin Covan - 94 Academy St
Laurie Sandow - South Grand Ave*
Daniel Atonna - College Ave
Warren Jones - N. Clover St

***Submitted written comments**

Laurie Sandow comments, City of Poughkeepsie Common Council meeting, April 1, 2025

One year ago, at the Common Council's April 16, 2024, meeting, I noted that "an old line advises that 'power corrupts'; while a companion adage says that 'power doesn't corrupt, it reveals'." And I also noted that "a new Administration brings an opportunity to shine a light on, and upend this City's love of silos and backroom deals."

That light and breath of fresh air has, most certainly, not come to the City of Poughkeepsie. Instead, to its shame, this Council has abruptly adjourned meetings, manufactured rules limiting public participation and knowledge, and turned to the same tactics used in the 60s and 70s by white segregationists and others, and that Trump uses today, to silence and thwart free speech and movements for social justice. Yvonne Flowers, this City's mayor, breaks the law by blocking people, myself included, from the public forum of her social media—blocking me for no reason other than citing the very laws she is breaking while misleading the public about her actions, including that people were blocked for offensive language. One wonders whether this City's Corporation Counsel has ever reviewed those laws with the Mayor. And for the benefit of the public, perhaps this City's Corporation Counsel will also go on record with a description of the remedies that exist for members of the public when this City's own Mayor takes offense to citations of the caselaw that she is consciously, willfully violating.

One year ago, I also said, "This city has only one guaranteed venue for public comments and input, and that's Council meetings. It could introduce a requirement for public comments at all City board and committee meetings, but it doesn't", and it still hasn't. In fact, it's moved in the opposite direction with Common Council Chair Da'Ron Wilson opening the Council's March 18 meetings with an additional note of intimidation, saying (quote): "Please be advised that the rules of conduct and procedure must be followed at all times. Failure to do so may result in removal and suspension from the council meetings." Yet, when Wilson himself has violated decorum, he hasn't been censured or removed from meetings. When Yvonne Flowers and Sakima McClinton violated decorum with constant talking to each other during the recent IDA meeting, they weren't chastised, silenced or made to leave the room. Neither were Chris Grant and Terricena Brown for doing the same at the recent Planning Board meeting. And when Chris Grant initiated a Q&A with the Planning Board, he got answers rather than a scolding about protocol.

BUT, when I stood up at that same Planning Board meeting to protest the muzzling of public comments in response to yet more alterations submitted by a developer after the Planning Board closed public comments in November 2024, Planning Board Chair Ann Saylor shouted from her seat in an attempt to drown me out, and Yvonne Flowers came racing into the room to threaten me with arrest.

Now I'll tell you more about that South Hamilton application where Flowers has jumped into bed with the O'Neill Group Hamilton LLC. Before the Planning Board even got to the agenda item, City Administrator Joe Donat was shaking the developer's hand. Chris Grant shook the developer's hand after the vote. This is the owner and developer as "The O'Neill Group-Dutton LLC" who sued the city and won a 2023 settlement regarding their One Dutchess project.

Are you wondering why "Dutton" rings a bell? Yes, this is the same developer and his company—executive Finbar O'Neill, principal owner of Onekey, LLC—who did jail time for violating federal regulations leading to the death of one worker and injury to a second. I'll read just one tiny excerpt of the court proceedings. O'Neill's superintendent Robert Tedone "testified that he told Finbar O'Neill the following: "You're going to have 15 Mexicans working directly under this wall and someone's going to get killed." (Tr. 466.) According to Tedone, Finbar O'Neill replied, "Fuck that, it will be fine." (Tr. 466.)" Press coverage in more than one source reported that these were not the first criminal accusations O'Neill has faced in New York, citing money laundering in one case against O'Neill, and corruption charges in another.

Strange bedfellows, anyone? Or just the slippery slope of this City's Administration, Corporation Counsel, assorted Common Council members and appointees on various City boards. Is it any wonder that neighbors are concerned about this development and developer who, from the very beginning, has made threats against those who've voiced genuine concerns about this project—people who continue to need the opportunity to speak and have their concerns definitively addressed in writing?

And of course, as usual, the three-minute time limit doesn't give me time to comment and respond to the lies and half-truths perpetrated by various Councilmembers at the last meeting, only after the public comment period was closed.

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

1. **R-25-32**, Resolution of the City of Poughkeepsie Designating 10 South Clinton Street as a Local Historic Landmark

**A RESOLUTION OF THE CITY OF POUGHKEEPSIE DESIGNATING
10 SOUTH CLINTON STREET AS A LOCAL HISTORIC LANDMARK**

(R-25-32)

INTRODUCED BY COUNCILMEMBER CHAIRMAN WILSON, COUNCILMEMBER SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON:

WHEREAS, 10 South Clinton Street, City of Poughkeepsie is owned by Judith Green, who has applied for and is desirous of securing a designation of 10 South Clinton Street as a local historic landmark; and

WHEREAS, the City of Poughkeepsie Historic District and Landmarks Preservation Commission (hereinafter "HDLPC") held a public hearing on January 9, 2025 regarding the nomination of 10 South Clinton Street as a local historic landmark; and

WHEREAS, the HDLPC voted in favor of the proposed nomination and approved the application on January 9, 2025; and

WHEREAS, pursuant to Section 19-4.5(4)(f) of the Code of Ordinances of the City of Poughkeepsie, the HDLPC's approved application was forwarded to the Common Council for consideration; and

WHEREAS, the Common Council held a public hearing on March 18, 2025 regarding the nomination as a local historic landmark; and

WHEREAS, this action is SEQRA Type II pursuant to 6 NYCRR §617.5(26); and

WHEREAS, after duly considering the factors specified in Section 19-4.5(4) of the Code of Ordinances of the City of Poughkeepsie, the Common Council hereby finds that 10 South Clinton Street possesses special character, historic and aesthetic value as part of the cultural, economic and social history of the City of Poughkeepsie and embodies distinguishing characteristics of an architectural style.

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie Common Council hereby designates 10 South Clinton St, City of Poughkeepsie, owned by Judith Green, as a local historic landmark. The City Chamberlain is authorized and directed to forward notice of the designation of 10 South Clinton Street, City of Poughkeepsie as a local historic landmark to the Dutchess County Clerk for recordation.

2. **R-25-33**, Resolution Appointing Blair Fahey, Thomas Klug and Brian Hooper to the Board of Assessment Review

R E S O L U T I O N
(R-25-33)

INTRODUCED BY SHOOK, PATTERSON THOMPSON AND MENIST:

WHEREAS, the members of the Board of Assessment Review are appointed by the Common Council pursuant to the City of Poughkeepsie Administrative Code §5.02(1) and the Section 523 of the New York Real Property Tax Law; and

WHEREAS, the Common Council has deemed applicants Thomas Klug, Brian Hooper and Blair Fahey are qualified and the Common Council is desirous of appointing the to the Board of Assessment Review.

NOW, THEREFORE,

BE IT RESOLVED that the Common Council of the City of Poughkeepsie does hereby appoint the following individuals to the Board of Assessment Review to fill a term of five (5) years commencing immediately and expiring as set forth below:

1. Blair Fahey with a term expiring on September 30, 2030
2. Thomas Klug with a term expiring on September 30, 2027
3. Brian Hooper with a term expiring on September 30, 2026

A motion to Approve the Resolutions on the Consent Agenda was made by 3rd Ward Council Member Brown and seconded by 1st Ward Council Member Henry.

RESOLUTIONS R-25-32 & R-25-33- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember McClinton
No/Nay:	None
Abstain:	None
Absent:	Councilmember-At-Large Wilson
Result:	Passed

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

1. **LL-25-03**, Local Law to Amend the City’s Administrative Code, Sections 15.02 and 15.03 Regarding the Requirement of Prior Written Notice of an Alleged Defect

(LL 25-03)

**A LOCAL LAW TO AMEND THE CITY’S ADMINISTRATIVE CODE,
SECTIONS 15.02 AND 15.03 REGARDING THE REQUIREMENT OF PRIOR
WRITTEN NOTICE OF AN ALLEGED DEFECT**

**SPONSOR: COUNCILMEMBER SHOOK, PATTERSON THOMPSON, HENRY,
MENIST, BROWN, JAMES, GRANT AND MCCLINTON:**

WHEREAS, a public hearing as held on the following proposed local law on February 4, 2025;
and

WHEREAS, this local law is a Type II action pursuant to the State Environmental Quality Review Act (SEQRA) pursuant to 6 NYCRR 617.5(c)(26).

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

~~STRIKETHROUGH INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

Section 1: Administrative Code Section 15.02 is amended as follows:

Section 15.02. Action against city due to defective condition of streets, sidewalks; notice

required.

~~No action shall be brought against the city because of injuries resulting from defective or slippery streets or sidewalks, or because of any obstruction upon any street or sidewalk, unless the party so injured, or someone in his or her behalf shall first within five days after the date of said injury, said date inclusive, file with the commissioner of public works of said city a notice of such injury specifying in a general way the kind of injury, together with the exact date thereof, and designating the street and the precise location of the defect, obstruction or other cause which produced the injury, and all actions on such claims shall be commenced within thirty days after the rejection thereof by the common council.~~

~~**No civil action may be maintained against the city for damages or injuries to person or property sustained in consequence of any street, highway, bridge, culvert, sidewalk or crosswalk being defective, out of repair, unsafe, dangerous, or obstructed unless, before the occurrence resulting in such damages or injury, (a) notice of the defective, unsafe, dangerous or obstructed condition was delivered to the Commissioner of Public Works at 26 Howard Street, Poughkeepsie, New York 12601 in the form of a written physical hard copy or emailed to notification@cityofpoughkeepsie.com and (b) the city failed or neglected to repair or remove the defect, danger or obstruction within a reasonable time after being given such notice. No action may be maintained for damages or injuries to person or property sustained solely in consequence of the existence of snow or ice upon any sidewalk, crosswalk, or street unless notice thereof relating to the particular place was delivered to the Commissioner of Public Works at 26 Howard Street, Poughkeepsie, New York 12601 in the form of a written physical hard copy or emailed to notification@cityofpoughkeepsie.com and (b) the city failed or neglected to cause such snow or ice to be removed or to otherwise reasonably make safe the place within a reasonable time after receiving the notice. Notice of a defect submitted via any email other than the "notification@cityofpoughkeepsie.com" email, the city's website, any service, website, or application the city uses to allow the public to submit reports or service requests to the city, comments on social media page maintained by the city, or any other electronic means does not satisfy the process and procedure for submitting written notices of defect required by this section.**~~

~~**Section 2:**~~ Administrative Code Section 15.03 is deleted:

~~**Section 15.03. Liability of city for defective streets, sidewalks, etc.; notice required.**~~

~~The city shall not be liable for the damage or injury sustained by any person in consequence of any street, highway, bridge, culvert, sidewalk or crosswalk in said city being out of repair, unsafe, dangerous, or obstructed by snow, ice or otherwise, in any way or manner, unless written notice of the defective, unsafe, dangerous or obstructed condition of said street, highway, bridge, culvert, sidewalk or crosswalk shall have been given to the commissioner of public works of said city at least twenty-four hours previous to such damage or injury. **RESERVED**~~

~~**Section 3:**~~ This Local Law shall take effect immediately upon its adoption by the Common Council.

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law be laid upon

the desk of each council member; and

BE IT FURTHER RESOLVED, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall 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.

2. LL-25-04, Local Law to Establish the Downtown Poughkeepsie Business Improvement District

(LL 25-04)

**A LOCAL LAW TO ESTABLISH THE
DOWNTOWN POUGHKEEPSIE BUSINESS IMPROVEMENT DISTRICT**

**SPONSOR: CHAIRMAN WILSON, COUNCILMEMBER SHOOK, PATTERSON
THOMPSON, HENRY, MENIST, BROWN, JAMES AND GRANT**

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

~~STRIKETHROUGH INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: Administrative Code Section 14.42 is amended as follows:

Section 14.42. Taxes – ~~economic development zones~~ **Business Improvement Districts**; ~~state law applicable~~

- A. The provisions of article 19-A of the General Municipal Law are hereby determined to be applicable to the establishment or extension of business improvement districts in the ~~city~~**City**.

B. Downtown Poughkeepsie Business Improvement District

1. **The Downtown Poughkeepsie Business Improvement District shall be and is hereby established in the City of Poughkeepsie, the City Council having found by resolution dated January 7, 2025 that the establishment of the Business Improvement District is in the public interest; that all notice, mailing and public hearing requirements have been complied with; that, except as otherwise provided GML §980-a, all the real property within the boundaries of the proposed district will benefit from the establishment of the district; and that all**

- real property benefited is included within the limits of the district.
2. The boundaries of the district are set forth in the District Plan of the Downtown Poughkeepsie Business Improvement District and are set forth as follows:
 - a. NORTHERN BOUNDARY: Where Market St. reaches Mansion St. to Garden St. south to Mill St. where it reaches Hamilton St. The BID includes only properties on the west side of Garden St. The BID includes properties on both the north and south side of Mill St.
 - b. EASTERN BOUNDARY: Hamilton Street between Mill St. and Church St. The BID includes on properties on the west side of Hamilton St.
 - c. SOUTHERN BOUNDARY: Northernmost side of Church St. from the intersection of the westbound Rt. 44/55 arterial to Hamilton St.
 - d. WESTERN BOUNDARY : Mill St. and the westbound Rt. 44/55 arterial behind the Civic Center and County office buildings to its intersection with Church St.
 - e.
 3. The provision of services within the district shall be pursuant the District Plan of the Downtown Poughkeepsie Business Improvement District. All services shall be in addition to, and not a substitution for, required municipal services provided by the City of Poughkeepsie on a citywide basis.
 4. Any amendments to the Downtown Poughkeepsie Business Improvement District or the district plan shall be made in accordance with the provisions of article 19-A of the General Municipal Law.

SECTION 2: If any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law.

SECTION 3: This Local Law shall become effective only upon compliance with General Municipal Law §980-g requiring review and approval of the New York State Comptroller of the proposed Downtown Poughkeepsie Business Improvement District.

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law be laid upon the desk of each council member; and

BE IT FURTHER RESOLVED, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall 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.

A motion to Approve the Local Laws on the Consent Agendawas made by 7th Ward Councilmember Patterson Thompson and seconded by 1st Ward Councilmember Henry

LOCAL LAWS LL-25-03 and LL-25-04 - VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember McClinton
No/Nay:	None
Abstain:	None
Absent:	Councilmember-At-Large Wilson
Result:	Passed

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

1. **Second Read: O-25-01**, Ordinance Amending §13-184 of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles and Traffic”- Parking Prohibited Between 7:00 A.M. and 6:00 P.M. Except Saturdays, Sundays, and Holidays on Hooker Avenue, South Side, from South Randolph Avenue to Whittier Blvd.

**ORDINANCE AMENDING §13-184
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”
(O-25-01)**

INTRODUCED BY COUNCILMEMBER McCLINTON:

~~STRIKETHROUGH INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

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

SECTION 1: §13-184 is hereby amended by the following modification:

Section 13-184 Parking prohibited between 7:00 a.m. and 6:00 p.m. except Saturdays, Sundays, and Holidays.

~~Hooker Avenue, south side, from South Randolph Avenue to Grand Avenue~~

Hooker Avenue, South Side, from South Randolph Avenue to Whittier Blvd.

SECTION 2: This Ordinance shall take effect immediately.

ADDITIONS denoted by **Underlining and Bold**

2. ***Second Read: O-25-02***, Ordinance Amending §13-191.5 Of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled "Motor Vehicles and Traffic"- Two-Hour Parking, 9:00 a.m. to 9:00 p.m. on Hooker Avenue, South Side, from Whittier Blvd to South Grand Ave.

**ORDINANCE AMENDING §13-191.5
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”
(O-25-02)**

INTRODUCED BY COUNCILMEMBER McCLINTON:

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

SECTION 1: §13-191.5 is hereby amended by the following modification:

Section 13-191.5 ~~Two-Hour Parking, 9:00 a.m. to 9:00 p.m.~~

Upon the installation of signs giving due notice thereof, the following areas shall be designated as part of the Two-Hour Parking, 9:00 a.m. to 9:00 p.m area.

Hooker Avenue, South Side, from Whittier Blvd to South Grand Ave.

SECTION 2: This Ordinance shall take effect immediately.

ADDITIONS denoted by **Underlining and Bold**

3. **Second Read: O-25-03**, Ordinance Amending §13-269 of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles and Traffic”-

Handicapped Parking Areas Designated on Hooker Avenue, South Side, 40 Feet East of Whittier Blvd, Continuing 22 Feet for One Space.

**ORDINANCE AMENDING §13-269
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”
(O-25-03)**

INTRODUCED BY COUNCILMEMBER McCLINTON:

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

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

Section 13-269 ~~Handicapped parking areas designated.~~

Upon the installation of signs giving due notice thereof, the following areas shall be designated as part of the Handicapped parking area.

Hooker Avenue, South Side, 40 feet east of Whittier Blvd, continuing 22 feet for one space.

SECTION 2: This Ordinance shall take effect immediately.

ADDITIONS denoted by **Underlining and Bold**

A motion to Approve was made by None and seconded by None.

ORDINANCES O-25-01, O-25-02 AND O-25-03 - VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember McClinton
No/Nay:	None
Abstain:	None
Absent:	Councilmember-At-Large Wilson
Result:	Passed

XII. MAYOR'S COMMENTS:

Okay, thank you Vice Chair.

One, about the veterans' banners. Thank you, Councilmember McClinton for following up on that and helping with that. It did come before the Council to do a presentation, so they told us about what it would look like for us to participate in that, but we do have to get a resolution stating that we are, you know, in support of that. And then we're also having conversations about where to put them and they're stating that each person buys their own banner, they'll provide the brackets, our DPW staff would just be hanging them. And we also need to talk about whether they're going to be year round or if they will come down at a certain time for the winter or so, some places they keep them up all year round, some of them take them down. So, there's some details, once you can discuss that through your meeting that will help a lot to move forward with it because we would like to see that happen very soon. And there's people ready to buy their banners so they can go up. So, thank you for following through on that.

As far as the Spratt renovations, we did discuss that. And it's going to be renovated this summer. But the last conversation that we had, the pool will close one week earlier than normal so that we can start those renovations and make sure that they're done by the time we go through the change of the weather. So we're hoping to have that done and completed during next summer and into the fall.

Also, it came up about Main Street. So, we have our monthly meetings with the stakeholders group. I think I know Council Member Grant and James, you were both doing the Main Street Task Force so, would you be starting that back up again? Because for that, some of those agencies can come to some of these meetings to assist and talk with the business owners.

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Because that's pretty much what the task force was put forward to do, to talk with business owners, and so the stakeholders group is these organizations that meet monthly. So, if you'd like to come to those meetings, it's the first Tuesday of the month, and it's with the organizations and agencies. And we've been doing it for the past, probably about eight months now. So, it's been helping a lot.

It came up about Academy Street, so Christ Church was doing "code blue" and so you would see more people that were over there because of that, but now "code blue" is pretty much over so we were told. We had a meeting today and I believe it officially ends, I think, maybe sometime next week, but it's going to be ending and at that point they're going to have a summer camp coming here with the kids, so they can't have any individuals hanging in that area there, so you'll see the change there. But Christ Church did step up to help because there were no places for anyone to go when it was below 32 degrees. So, unfortunately, it kind of brought some other activity as well. But we're actually addressing that. So, you will see less of that activity. So, thank you for coming to the meeting and expressing your concerns on that.

Also, yes, the recycle letter did go out. Because of the fact that we have to do more enforcement for recycling because there's a lot of dirty trash being commingled with our recycle items. So, letters went out to let people know what they can do what they can't do. I mean, I didn't know that you couldn't put pizza boxes in the recycling, so it was very enlightening for me as well because I would have gotten a violation. So, we're doing this effort now and also we have our Code Enforcer, that's where the sanitation department is going to the schools to talk with the kids about the benefits of recycling and also going to events, you know, letting people know what they have to do as far as recycling, the right way of doing it, so that way we're not just giving violations, but we're here educating individuals the proper way of doing it as well. Especially if we're deciding to go in the direction of doing composting at some point, we have to at least be able to get to the point where people can separate their garbage from the recyclables and then we go to the next step, you know, as far as the food waste is concerned. So, I appreciate all the efforts that they're putting into that to really help individuals understand what they need to do.

There was also a comment that was made about the Exempt Firemen's Association. That is still a firefighter's members association, an organization, but they do allow social members at this point. It's been going on for - I know I joined in 2008 - so it was before then because of the fact that if you notice, a lot of membership clubs that are around here a lot of them are dying out and so what they did is they made a decision to allow social members as well. So that's what's going on there so I just want to put that on record.

Also too there is a paving.. they're working on a paving list. Please note that the paving list is more like what is expected or what they're anticipating. Sometimes things happen where there might be an issue that happens on another street that now takes priority. So sometimes a street can be on a list several times. There is a lot of streets in the City of Poughkeepsie that need repaving due to a lot of other work that's been done in the City of Poughkeepsie. So not all of these streets are going to be addressed at once. So a list will go out and it will be throughout the city. So it'll be on the north side, south side, all throughout the city. Sometimes it's always like on one side of the city and then maybe on the other side, but there'll be a mixture based on a priority and based on issues that might be having on those particular streets. So, just because

Official Minutes of the Common Council Meeting of April 1, 2025

you might ride down the street, and you feel like it's not a smooth ride, doesn't mean it constitutes that it would get repaved when you have another street that might be having water sewer issue and that needs to be addressed and repaved. We are working on that. Unfortunately, we don't have enough money to do all the streets. I wish we would. We also have to coordinate an effort with Central Hudson and others that are doing projects so that way, you know we're not paving the roads because that has happened several times and then they have to turn around and dig up the streets and now we have patchwork and we're back to square one again. So that's what we're trying to do too is making sure we're coordinating these efforts with Central Hudson and anyone else that's doing any kind of projects on our roads.

So, we are hiring. We hired a grant coordinator, which is Choice Words, and that's as a consultant, and that they will be assisting us. So a lot of our priorities that we have in place that we need to address soon, and we have a lot infrastructure things that we needed to address that they will be looking for those separate grant opportunities out there, including the sidewalks and with paving, and especially the fact that we have to dig even deeper, because we really don't know what's going on on other levels of funding that addresses infrastructure projects. So they're going to be assisting us with that effort.

Also, the Easter Egg Hunt is April 19th at Waryas Park from 10 a.m. to 12 p.m., so please bring out the kids and it's all free.

And then there was one other thing that was brought up, just want to make sure I'm hitting everything.

One more thing that was brought up about what happened at the Planning Board meeting. Just to let everybody know, I wasn't actually attending that meeting. I was actually in the office in which I do very often. I'm here late in the evening because things are quiet at that time.

So I was sitting in the meeting and I heard yelling, um, and it was a lot of yelling.

So I came in here to see Ms. Sandow sitting in the back like she does in this Council meeting sometimes, yelling at the Chair. And the Chair was telling her to please sit down and calm down, but she still was doing what she does. So, I asked her to sit down, and told her that she cannot continue with that behavior in this room, just like it was expected for the Council chambers.

And she did, you know, that was it.

But I guess, you know, she wanted to take it another step further. So either way..

To Ms. Sandow: That is not, that is not.... because you started arguing with me stating that you were not so you told me to go walk off. So I didn't want to put all that out there, but you were very rude and disrespectful to me when I was trying to calm you down and you had no right disrespecting the Chair and yelling and screaming at her.

You had no right to do that whatsoever. It was inappropriate. You didn't want to sit down. And so I told you, just like in the Council Chambers, that if you don't sit down and be quiet, that you're going to get escorted out here just like you do in the Council Chambers. That's exactly

what I told you. And you sat down, so we didn't have to do that, so, we were good.

So moving forward, we're not going to continue to have that. And if I'm sitting in there and I hear that kind of yelling at volunteers that are serving on these Boards. They do not need to be disrespected and yelled at in the way that they did. And if you have an opinion about anything, and if anyone in this audience has opinion about anything, you have the right to come here and you make your comments, just like you had the right for the Planning Board. If you did not like the project, that's on you, but there was no right to....

[Inaudible yelling from audience]

So the other thing is, too, is it also comes down because it was a comment made here. Unfortunately, she used her three minutes to put things out there that are not completely true. And there were no backroom deals. I'm not making any deals with O'Neill or my administration. Just because someone shakes someone's hand, doesn't mean that you had made some backroom deal somewhere. So, the way this administration operates, we work with everyone. And as far as this project is concerned, that it was approved based on the zoning of what that was passed by this Council and that was agreed to that people came out to speak about it, changes could have been made, but that's what happened. So it was approved and if people don't like it, then there's other resources that you can do. And we put that out there. But I mean, we're not going to have in any of the meetings - Zoning, Planning or any other meeting that happens here, we are not going to have people sitting there screaming and yelling at our volunteers when they're doing their job. And the thing is we don't want to feel like we have to have a police officer here at every one of those meetings. So while I'm here in the evening and if I continue to hear that, yes, I'm going to come out here. Yes, I'm going to say something. And if I have to get an officer to come up to get decorum in this room, I will do that regardless of who you are.

That's it. Thank you Chair.

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:

At 7:20 pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

Dated: April 4, 2025

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, April 1, 2025.

Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: **3/27/2025**

NAME AND ADDRESS OF EACH CLAIMANT: **Steven James 406 Crytal Hill Ln Poughkeepsie, NY 12603**

TELEPHONE NUMBER: **914-204-1191**

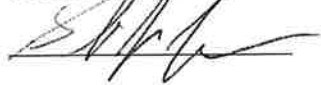
NAME AND ADDRESS OF ATTORNEY (IF ANY): **Christina Bookless 272 Mill Street #2 Poughkeepsie, NY 12601**

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED:

On Saturday, March 22nd 2025 at approximately 10:25AM, I was travelling northbound on Smith Street, Poughkeepsie. At the intersection of Smith & Weed St, directly under the traffic light, there is road excavation which caused my front passenger tire to be blown out, and damaged the wheel. There was/is no signage nor safety/traffic cone in the area. Incident reported to City of Poughkeepsie Police Officer Gary Beahan (responding officer) report # 25-6643. New Tire \$327.91. Tire Mount/Balance \$48.65. Wheel Repair \$162.19

ITEMS DAMAGED OR INJURIES SUSTAINED:

Front Passenger Tire (Continental ContiSportContact 265 30/R20 94Y XL & 2025 Audi S5 Sproback Premium Plus 20" Wheel



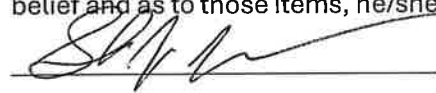
Signature of Claimant



Signature of Claimant

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

Steven J. James 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 of Claimant



Signature of Claimant

Sworn to before me this

27 day of March, 2025


Notary Public

EMILY HERSCHEIN
Notary Public - State of New York
NO. 01HE6404767
Qualified in Dutchess County
My Commission Expires Mar 2, 2028

Thank you for your purchase!

From: Tires Easy (info@tires-easy.com)

To: sjames_76@yahoo.com

Date: Sunday, March 23, 2025 at 03:22 PM EDT



Deals

Rebates

Tire Advice

Tire Financing

Your order has been placed!

Hello **Steve James**,

Thank you for your purchase! Your order was successfully placed. Your order confirmation number is: **92984330** - please save this for your records.

We'll send you a notification once your order ships!

Your Order Summary

#92984330 | 03/23/2025

Track your order

**1 - Continental ContiSportContact 5P 265/30R20XL 94Y BSW
(\$298.37/each)**

\$298.37

Package 1 - 1 tire(s)

Delivery Method: **FedEx Home Delivery**

Tracking Number: **449822980880**

Shipping: \$0.00

Sales Tax: \$24.64

Handling Fee: \$4.90

Order Total: \$327.91

MAVIS DISCOUNT TIRE
2585 SOUTH RD.
POUGHKEEPSIE, NY 12601
FACILITY # 7061176
Phone: (845) 471-6843

ST:0012 WO:01039343 INV:00551488

JAMES, STEVE
1E
POUGHKEEPSIE NY 12601

1/0012

E-mail : sjames_76@yahoo.com

25 AUDI In: 3854 (914)204-1191
S5 SPORTBACK DVE6781 /NY Out: 3854 (914)204-1191 0 000006 01039343 1

03/26/2025 00551488

CASH SALE

Opened by Operator # 121
03/26/25 17:17:06 121

2025 AUDI S5 SPORTBACK 4 Dr Hatchback AWD Premium Plus (255/35R19 96 H) VIN:WAUC4CF53SA002356

N20	20 INCH TIRE	MOUNT BALANCE ON NEW WHEELS	1	44.99	12	0.00	44.99
	TEST TPMS SYSTEM & BATTERIES						
	PASS FRONT TIRE						
CKT	CHECK TIRES		1	0.00	12	0.00	0.00
	TEST TPMS SYSTEM & BATTERIES						
DCKB	CUSTOMER	DECLINES BRAKE INSPECTION	1	0.00	12	0.00	0.00
CKS	CHECK SHOCKS		1	0.00	12	0.00	0.00
	NO RECS AT THIS POINT LOW MILE VECH						

Method of Payment:

Mastercard/Visa 48.65

CHANGE: .00

Tax Code	12 Summary	Taxable	Rate	Tax
Labor	NYS Sales Tax	44.99	8.125%	3.66

Taxable	Rate	Tax
---------	------	-----

C O N T I N U E D

MAVIS DISCOUNT TIRE
2585 SOUTH RD.
POUGHKEEPSIE, NY 12601
FACILITY # 7061176
Phone: (845) 471-6843

ST:0012 WO:01039343 INV:00551488

JAMES, STEVE
1E
POUGHKEEPSIE NY 12601

1/0012

E-mail : sjames_76@yahoo.com

25 AUDI In: 3854 (914)204-1191
S5 SPORTBACK DVE6781 /NY Out: 3854 (914)204-1191 C 000006 01039343 2

03/26/2025 00551488

CASH SALE

Opened by Operator # 121
03/26/25 17:17:06 121

NYS Waste Tire Management Fee \$2.50 per Tire

In compliance with federal law, Mavis is providing the tire purchaser's name and address and tire identification number to the manufacturer.

WARNING: Lug nuts/bolts must be checked and retorqued after the first 25 miles of use. Please return to Mavis immediately after 25 miles of your service so that we can check and retorque your lug nuts/bolts.

Warranty Information: Certain products sold by Mavis have warranties offered by Mavis and/or products manufacturers. For full warranty terms, please visit www.mavis.com/tire-warranty, or, to request a hard copy, please contact us at 800-757-4291.

Unclaimed Vehicles: If you do not pay for service and claim your vehicle promptly following completion of service, this mavis location may exercise all remedies permitted by law, including (without limitation) towing of your vehicle for our property after 30 days following completion of service.

8.125% 44.99 3.66

Total Invoice 48.65

0.00 44.99 0.00 0.00 Balance Due 48.65

RG AUTO BODY
56 NOXON ROAD, POUGHKEEPSIE, NY 12603
Office: (845) 485-4300
RONNIEGAUTOBODY@AOL.COM
License: IA505816 Tax ID: 861096786

Estimate ID
22465079
Original

Owner
STEVE JAMES
406 CRYSTAL HILL LANE
POUGHKEEPSIE, NY 12603
(914) 204-1191 (Mobile)

Appraiser
RONALD GERARDI
ronniegautobody@aol.com

Classification
None

Loss Type
Collision

Deductible
Unknown

2025 Audi S5 Premium Plus 4 Door Hatchback 3.0L 6 Cyl Gas Injected Turbocharged 8 Speed Auto Trans AWD

Exterior Color
LA7A (Ascot Grey)

VIN
WAUC4CF53SA002356

Drivable
Unknown

Mitchell Service Code
912012

Primary Point of Impact
Right Front Side (2)

Options

Air Conditioning	All Wheel Drive	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
Auto Air Condition	Automatic Headlights	Auxiliary Input	Bluetooth Wireless Connectivity	Cruise Control
Daytime Running Lights	Driver-Front Air Bag	Dual A/C	Electric Defogger	Electronic Parking Aid
Electronic Stability Control	Exterior Memory Mirrors	First Row Bucket Seat	Fog Lights	Front Heated Seats
Front Massage Seats	HD Radio	Heated Mirror	Heated Steering Wheel	Interior Automatic Day/Night Or Electrochromatic Mirror
Keyless Entry System	Leather Seats	Leather Steering Wheel	Left-Curtain Air Bag	Manual Sunroof
Memory Seats	MP3 Player	Navigation Sys.	Passenger-Front Air Bag	Power Door Locks
Power Driver Seat	Power Folding Exterior Mirrors	Power Passenger Seat	Power Rear Liftgate	Power Remote Mirror
Power Steering	Power Windows	Premium Sound Sys.	Rain Sensing Wipers	Rear Bench Seat
Rear Heating, Ventilation & Air Conditioning	Rear Spoiler	Rearview Camera	Remote Decklid Or Tailgate Release	Remote Vehicle Starter System
Satellite Radio	Second Row Side Airbag With Head Protection	Side Airbags	Side Blind Zone Alert	Smart Key System
Steering Wheel Mounted Audio Control	Telematic Systems	Theft Deterrent Sys.	Tilt Steering Wheel	Tire Pressure Monitoring System
Tonneau Cover	Traction Control/Electronic	Trip Computer	Universal Garage Door Opener	

STEVE JAMES | 2025 Audi S5 Premium Plus

Parts Profile
PARTS

Parts Profile Version
2.0

		LABOR				PART				
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Special / Manual Entry										
1	900500 RT FRONT WHEEL REPAIR	Remove / Replace	Body*	0.0*	0.0	New		1	\$150.00*	Yes

* Judgment Item

T Included in Two Tone Calculation

Labor Note Applies

d Discontinued by Manufacturer

C Included in Clear Coat Calculation

A Included in Clear Coat and Two Tone Calculation

r CEG R&R Time Used for this Labor Operation

[] Verify the part number and price before ordering

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	0.0	\$63.00			\$0.00
Total Labor	0.0				\$0.00

Taxable	\$0.00
Tax 8.1250%	\$0.00
Non-Taxable	\$0.00
Pre-Tax Discount 0.00%	\$0.00
Labor Total	\$0.00

Parts	Amount	
Taxable Parts	\$150.00	\$150.00

Parts Adjustments	\$0.00
Tax 8.1250%	\$12.19
Non-Taxable	\$0.00
Pre-Tax Discount 0.00%	\$0.00
Parts Total	\$162.19

Costs	Amount	
Paint Materials	\$0.00	\$0.00
Shop Materials	\$0.00	\$0.00
Other Additional Costs	\$0.00	\$0.00

Taxable	\$0.00
Tax 8.1250%	\$0.00
Non-Taxable	\$0.00
Pre-Tax Discount 0.00%	\$0.00
Costs Total	\$0.00

Gross Totals	Amount	
Gross Total	\$162.19	\$162.19

Taxable	\$150.00
Tax	\$12.19
Non-Taxable	\$0.00
Pre-Tax Discount 0.00%	\$0.00
Gross Total	\$162.19

Adjustments	Amount	
Total Customer Responsibility		\$0.00

Net Estimate Total \$162.19



From upper left: Facing North, Tire/Wheel Damage, Facing South, Facing West, Excavation Closeup, Facing due west.



OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

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

1. Date Notice Sent: 4/3/2025 1a. Delivered by: Overnight Mail, Tracking Number and Pro

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

For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York: (counties of Kings, New York, Bronx, Queens and Richmond):

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

PO'K CITY CHAMBERLAIN
2025 APR 04 PM 12:44

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

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

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

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

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

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

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

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

3. Name of Municipality or Community Board: City of Poughkeepsie New York

Applicant/Licensee Information:

4. Licensee License ID (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: 224 TCR LLC

6. Trade Name (if any): The Grand Concourse

7. Street Address of Establishment: 41 Main Street

8. City, Town or Village: Poughkeepsie, NY Zip Code: 12601

9. Business Telephone Number of applicant/ Licensee: (347) 982-7323

10. Business E-mail of Applicant/Licensee: 224TCR@GMAIL.COM

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

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

13. Type of Establishment: Bar/Tavern

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

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

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

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

☐ Other (specify): _____

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

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

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

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: MTA and MNR
23. Building Owner's Street Address: 2 Broadway
24. City, Town or Village: New York State: NY Zip Code: 10004
25. Business Telephone Number of Building Owner: (212) 878-7000

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

26. Representative/Attorney's Full Name: Max Bookman, Esq. - Pesetsky and Bookman, P.C.
27. Representative/Attorney's Street Address: 325 Broadway - Suite 501
28. City, Town or Village: New York State: NY Zip Code: 10007
29. Business Telephone Number of Representative/Attorney: (212) 513-1988
30. Business E-mail Address of Representative/Attorney: max@pb.law; soraya@pb.law

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

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

31. Printed Principal Name: ANDREW SIMMONS Title: CO-FOUNDER

Principal Signature: _____

Date: _____

4.2.25



Pesetsky & Bookman, PC

Attorneys at Law

325 Broadway, Suite 501
New York, NY 10007

(212) 513-1988 | www.PB.law

Max Bookman | Partner | max@pb.law

April 3, 2025

Via FedEx Express Mail

City of Poughkeepsie New York
62 Civic Center Plaza
City Hall – First Floor
Poughkeepsie, NY 12601
Attn: City Chamberlain

Re: **224 TCR LLC**
d/b/a The Grand Concourse
41 Main Street
Poughkeepsie, NY 12601

Dear Sir/Madam:

Please allow this correspondence and enclosure to serve as a notification of the above-referenced licensee's intent to apply to the State Liquor Authority for an on-premises liquor license at the above referenced premises.

Thank you for your attention to this matter. Please do not hesitate to contact the undersigned should you have any questions.

Very truly yours,

PESETSKY & BOOKMAN, P.C.

A handwritten signature in black ink, appearing to be 'M. Bookman', written over a horizontal line.

By: Max Bookman, Esq.

EXTRACT OF MINUTES
(Supplemental Bond Resolution for
Bridge Rehab Projects-Washington Street and Garden Street)
R-25-34

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on April 15, 2025 at 6:30 o'clock p.m., local time.

The meeting was called to order by Councilmember at Large Da’Ron Wilson, and, upon roll being called, the following members were:

PRESENT:

Councilmember at Large Da’Ron Wilson
Councilmember Ernest Henry
Councilmember Evan Menist
Councilmember Terricena Brown
Councilmember Nathan Shook
Councilmember Ondie James
Councilmember Christopher Grant
Councilmember Nedra Patterson Thompson
Councilmember Sakima McClinton

ABSENT:

The following persons were ALSO PRESENT:

Commissioner of Finance Joseph Vita

The following resolution was offered by Councilmember_____, seconded by Councilmember_____, to wit;

SUPPLEMENTAL BOND RESOLUTION DATED APRIL 15. 2025

A RESOLUTION AUTHORIZING THE RECONSTRUCTION OF WASHINGTON STREET BRIDGE AND GARDEN STREET BRIDGE AT AN INCREASED ESTIMATED MAXIMUM COST OF \$24,646,496 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,646,496 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE A PORTION OF THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

WHEREAS, the City of Poughkeepsie, Dutchess County, New York (the “City”) has previously approved its Bond Resolution No. R19-35 dated March 4, 2019 regarding the Washington and Garden Street Bridge Projects, as supplemented by a Supplemental Bond Resolution No. R24-91 dated December 3, 2024 (as supplemented, the “Bond Resolution”), authorizing the issuance of serial bonds for the purposes described therein in an aggregate principal amount not to exceed \$20,365,265; and

WHEREAS, the City has previously issued its Bond Anticipation Notes, Series 2019A dated May 2, 2019, including the principal amount of \$1,000,000 issued pursuant to the Bond Resolution, and renewals of such notes; and

WHEREAS, based on updated estimated costs of the improvements to be financed pursuant to the Bond Resolution, including certain costs to be financed or reimbursed with the proceeds of grants awarded to the City, it is necessary to increase the estimated project cost and to modify the plan of financing as set forth herein; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Poughkeepsie, Dutchess County, New York (the “City”) (by the favorable vote of not less than two-thirds of all of the members of the Common Council) as follows:

SECTION 1. Sections 1 and 2 of the Bond Resolution are hereby amended and supplemented to read as follows:

SECTION 1. The reconstruction of the Washington Street bridge, including related improvements, is hereby authorized at an increased estimated maximum cost of \$17,639,310 and said amount is hereby appropriated therefor. It is hereby determined that said purpose is an object or purpose described in subdivision 10 of paragraph a of Section 11 of the Local Finance Law, and that the period of probable usefulness of said purpose is twenty years.

SECTION 2. The reconstruction of the Garden Street bridge, including related improvements, is hereby authorized at an increased estimated maximum cost of \$7,007,186, and said amount is hereby appropriated therefor. It is hereby determined that said purpose is an object or purpose described in subdivision 10 of paragraph a of Section 11 of the Local Finance Law, and that the period of probable usefulness of said purpose is twenty years.

SECTION 2. It is hereby determined that the aforesaid purpose described constitutes a Type II Action as defined under the State Environmental Quality Review Regulations, 6 NYCRR Part 617, which has been determined under SEQR not to have a significant impact on the environment.

SECTION 3. Section 4 of the Bond Resolution is hereby amended and supplemented to read as follows:

SECTION 4. The City plans to finance the total cost of said purpose by the issuance of serial bonds of the City in an increased aggregate principal amount not to exceed \$24,646,496, hereby authorized to be issued therefor pursuant to the Local Finance Law. Such amount includes \$17,639,310 for the Washington Street Bridge project and \$7,007,186 for the Garden Street Bridge project. The City expects to pay or redeem a portion of the obligations from State and Federal transportation grants in the amount of \$13,513,094 for the Washington Street Bridge project and \$5,466,982.90 for the Garden Street Bridge project. Nothing in this resolution shall be deemed to impair the obligations previously issued pursuant to the Bond Resolution.

SECTION 4. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or
- (2) The provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with;

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(3) Such obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 5. The Chamberlain is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the Poughkeepsie Journal, being a newspaper having a general circulation in the City and hereby designated as the official newspaper of the City for such publication.

SECTION 6. This resolution shall take effect immediately.

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

Councilmember at Large Da’Ron Wilson	VOTING ____
Councilmember Earnest Henry	VOTING ____
Councilmember Evan Menist	VOTING ____
Councilmember Terriciana Brown	VOTING ____
Councilmember Nathan Shook	VOTING ____
Councilmember Ondie James	VOTING ____
Councilmember Christopher Grant	VOTING ____
Councilmember Nedra Patterson Thompson	VOTING ____
Councilmember Sakima McClinton	VOTING ____

The foregoing resolution was thereupon declared duly adopted.

Approved: _____, 2025

Yvonne Flowers
Mayor

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) He is the duly qualified and acting Chamberlain of the City of Poughkeepsie, Dutchess County, New York (hereinafter called the "City") and the custodian of the records of the City, including the minutes of the proceedings of the Common Council, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Common Council held on the 15th day of April, 2025 and entitled:

SUPPLEMENTAL BOND RESOLUTION DATED APRIL 15, 2025

A RESOLUTION AUTHORIZING THE RECONSTRUCTION OF WASHINGTON STREET BRIDGE AND GARDEN STREET BRIDGE AT AN INCREASED ESTIMATED MAXIMUM COST OF \$24,646,496 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,646,496 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE A PORTION OF THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the City. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Common Council was present throughout said meeting, and a legally sufficient number of members (two-thirds of the Common Council) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the City and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this day of April, 2025.

-SEAL-

Jamar Cummings
City Chamberlain

Executive Summary--Not a part of the Resolution

This SUPPLEMENTAL Bond Resolution for Bridge Rehab Projects--Washington Street and Garden Street includes:

<u>Purpose</u>	<u>Capital Budget Items</u>	<u>PPU (Max. Period for Financing)</u>	<u>Total Cost</u>	<u>Other Funds</u>	<u>Bonds Authorized</u>
Section 1:	Reconstruction of Washington Street Bridge	20 years	\$17,639,310	*see below	\$17,639,310
Section 2:	Reconstruction of Garden Street Bridge	20 years	\$7,007,186	**see below	\$7,007,186
	TOTAL		\$24,646,496		\$24,646,496

* Washington Street

Statewide Transportation Improvement Program Grant; PIN 8759.83; St and Fed Est \$13,513,094; City Match 15%

** Garden Street

Statewide Transportation Improvement Program Grant incl Bridge NY pending award: PIN 8761.96 St and Fed Est. \$5,466,982.90; City Match 20%

**EXTRACT OF MINUTES
(Lead Service Line Inventory Phase 1 EFC DW19402)
R-25-35**

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on April 15, 2025 at 6:30 o'clock p.m., local time.

The meeting was called to order by Councilmember at Large Da’Ron Wilson, and, upon roll being called, the following members were:

PRESENT:

Councilmember at Large Da’Ron Wilson
Councilmember Ernest Henry
Councilmember Evan Menist
Councilmember Terriciana Brown
Councilmember Nathan Shook
Councilmember Ondie James
Councilmember Christopher Grant
Councilmember Nedra Patterson Thompson
Councilmember Sakima McClinton

ABSENT:

The following persons were ALSO PRESENT:

Interim Commissioner of Finance Joseph Vita

The following resolution was offered by Councilmember_____,
seconded by Councilmember_____, to wit;

BOND RESOLUTION DATED APRIL , 2025

A RESOLUTION AUTHORIZING THE LEAD SERVICE LINE INVENTORY PROJECT, AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$453,300 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE A PORTION OF THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

BE IT RESOLVED, by the Common Council of the City of Poughkeepsie, Dutchess County, New York (the "City") (by the favorable vote of not less than two-thirds of all of the members of the Common Council) as follows:

SECTION 1. The Phase I lead service line inventory project is hereby authorized at an aggregate estimated maximum cost of \$2,453,300 and said amount is hereby appropriated therefor. It is hereby determined that said purpose is an object or purpose described in subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is 40 years.

SECTION 2. It is hereby determined that each of the aforesaid purposes described above constitute Type II Actions as defined under the State Environmental Quality Review Regulations, 6 NYCRR Part 617, which have been determined under SEQR not to have a significant impact on the environment.

SECTION 3. The City plans to finance the total cost of said purpose by the issuance of serial bonds of the City in an amount not to exceed \$453,300, hereby authorized to be issued therefor pursuant to the Local Finance Law. The remaining portion of the cost is expected to be paid from the proceeds of a BIL-LSLR grant in the amount of \$2,000,000.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of said bonds.

SECTION 5. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds shall be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. This resolution shall constitute a statement of official intent for purposes of Section 1.150-2 of the Treasury Regulations.

SECTION 6. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds, shall contain the recital of validity prescribed by Section 52.0 of the Local Finance Law. The faith and credit of the City are hereby irrevocably pledged for the payment of the principal of and interest on said bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on said bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of the City a tax sufficient to pay the principal of and interest on said bonds as the same become due and payable.

SECTION 7. Subject to the terms and contents of this resolution and the Local Finance Law, and pursuant to the provisions of Sections 30.00, 50.00 and 56.00 to 63.00, inclusive, of said Law, the power to authorize bond anticipation notes in anticipation of the issuance of the serial bonds authorized by this resolution and the renewals of said notes and the power to prescribe the terms, form and contents of said serial bonds and said bond anticipation notes (including without limitation the date, denominations, maturities, interest payment dates, consolidation with other issues, and redemption rights), the power to determine to issue said bonds providing for substantially level or declining debt service, and the power to sell and deliver said serial bonds and any bond anticipation notes issued in anticipation of the issuance of such bonds, is hereby delegated to the Commissioner of Finance, the Chief Fiscal Officer of the City. The Commissioner of Finance is hereby authorized to sign any serial bonds issued pursuant to this resolution and any bond anticipation notes issued in anticipation of the issuance of said serial bonds, and the Chamberlain is hereby authorized to affix the corporate seal of the City to any of said serial bonds or any bond anticipation notes and to attest such seal.

SECTION 8. The Commissioner of Finance is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and, to the extent applicable, to designate the bonds authorized by this resolution and any notes issued in anticipation thereof as "qualified tax-exempt bonds" for purposes of Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Commissioner of Finance is further authorized, in his discretion, to execute a project financing and loan agreement and any other agreements with the New York State Environmental Facilities Corporation and/or the New York State Department of Environmental Conservation and/or the New York State Department of Health, and amendments thereto, and to take such actions and execute such documents as may be necessary to provide for the financing or refinancing of the specific object or purpose set forth herein, or a portion thereof, by one or more notes or bond issues of the City and the sale of such issues to the New York State Environmental Facilities Corporation or its designee pursuant to the New York State Revolving Fund Program.

SECTION 10. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or
- (2) The provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with; and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or
- (3) Such obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 11. The Chamberlain is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the Poughkeepsie Journal, being a newspaper having a general

circulation in the City and hereby designated as the official newspaper of the City for such publication.

SECTION 12. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution No. R25-_____ was duly put to vote on a roll call, which resulted as follows:

Councilmember at Large Da’Ron Wilson	VOTING _____
Councilmember Earnest Henry	VOTING _____
Councilmember Evan Menist	VOTING _____
Councilmember Terriciana Brown	VOTING _____
Councilmember Nathan Shook	VOTING _____
Councilmember Ondie James	VOTING _____
Councilmember Christopher Grant	VOTING _____
Councilmember Nedra Patterson Thompson	VOTING _____
Councilmember Sakima McClinton	VOTING _____

The foregoing resolution was thereupon declared duly adopted.

Approved: _____, 2025

Yvonne Flowers, Mayor

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) He is the duly qualified and acting Chamberlain of the City of Poughkeepsie, Dutchess County, New York (hereinafter called the "City") and the custodian of the records of the City, including the minutes of the proceedings of the Common Council, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Common Council held on the day of April, 2025 and entitled:

BOND RESOLUTION DATED APRIL , 2025

A RESOLUTION AUTHORIZING THE LEAD SERVICE LINE INVENTORY PROJECT, AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$453,300 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE A PORTION OF THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the City. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Common Council was present throughout said meeting, and a legally sufficient number of members (two-thirds of the Common Council) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the City and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this day of April, 2025.

-SEAL-

Jamar Cummings
City Chamberlain

Executive Summary–Not a part of the Resolution

This Resolution for **Lead Service Line Inventory Phase 1 EFC DW19402** includes:

<u>Purpose</u>	<u>Capital Budget Items</u>	<u>PPU (Max. Period for Financing)</u>	<u>Total Cost</u>	<u>Other Funds</u>	<u>Bonds Authorized</u>
Section 1:	LSL Inventory Phase I (EFC DW19402)	40	\$2,453,300	\$2,000,000*	\$453,300*
	TOTAL		\$2,453,300		\$453,300

*Reference NYS DOH award letter dated 3/29/24 regarding BIL-LSLR funding, EFC DWSRF Project No. 19402 Lead Service Line Inventory



KATHY HOCHUL
Governor

Department of Health

JAMES V. McDONALD, M.D., M.P.H.
Commissioner

JOHANNE E. MORNE, M.S.
Executive Deputy Commissioner

March 29, 2024

The Honorable Yvonne Flowers
Mayor, City of Poughkeepsie
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

Re: Drinking Water State Revolving Fund
Bipartisan Infrastructure Law Lead Service Line Replacement Funds
DWSRF Project No. 19402
Lead Service Line Inventory
City of Poughkeepsie, Dutchess County

Dear Mayor Flowers:

The NYS Department of Health (DOH) has completed an evaluation for Federal Fiscal Year (FFY) 2023 Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) funding through the Drinking Water State Revolving Fund (DWSRF) for the project referenced above. I am pleased to inform you that this project is eligible for a BIL-LSLR grant award of up to \$2,000,000 and BIL-LSLR interest-free financing of up to \$453,300.

This funding determination is based on the criteria as described in Amendment No. 2 to the FFY 2024 DWSRF Intended Use Plan (IUP).

Please note the following with regard to this funding determination:

- This funding award remains in effect through September 30, 2025, by which time a Project Finance Agreement (PFA) must be executed with the New York State Environmental Facilities Corporation (EFC).
- All projects funded through the BIL-LSLR must meet certain applicable programmatic requirements including, but not limited to:
 - Davis Bacon Federal Prevailing Wage rates
 - American Iron and Steel
 - Build America/Buy America (BABA) domestic sourcing
 - Federal Equivalency compliance including National Environmental Protection Act (NEPA) environmental review, federal cross-cutting authorities, disadvantaged business enterprises (DBE), single audit reporting, and surveillance services and equipment procurement, as applicable
 - Federal signage terms and conditions requiring a physical sign at construction sites. Signage guidance is available [Here](#).

- Compliance with Federal architectural and engineering (A/E) services procurement requirements in order for A/E services to be eligible for reimbursement. A/E services procurement guidance, including the required certification form, is available [Here](#).
- Minority and Women-owned Business Enterprises (MWBE) /Equal Employment Opportunities (EEO)/ Disadvantaged Business Enterprises (DBE) participation
- An updated engineering report may be required as part of the project review process.

This DWSRF/BIL funding award letter is not a formal commitment by DOH & EFC to provide financial assistance. Such a commitment will be reflected in the PFA once executed by EFC and the applicant community. DOH & EFC may deny or otherwise adjust the financial assistance for your project if the project scope or total eligible project cost changes or based upon our review of the complete DWSRF financing application. In addition, financial assistance for your project may only be provided after receiving formal approvals from the EFC Board of Directors and the New York State Public Authorities Control Board.

Please confirm your acceptance of the funding award and intent to proceed with this project by completing and signing the enclosed form and returning it to design@health.ny.gov no later than **April 19, 2024**. Without your confirmation, we may bypass your project and award these funds to another community.

Our team along with staff at EFC will continue to assist you and your representatives through the financing process. We look forward to working with you on this important public health infrastructure project to ensure that your community has a safe, affordable, and sustainable drinking water system. Please contact me at stephen.marshall@health.ny.gov with any questions.

Sincerely,



Stephen S. Marshall, P.E.
Chief, Residential Sanitation Section
Bureau of Water Supply Protection

ecc: NYSDOH – M. Pan
NYSEFC – M. Cunningham/R. Walker
Dutchess County DOH – M. Brule
City of Poughkeepsie – B. Martinez, R. DuPikla

ACKNOWLEDGEMENT AND ACCEPTANCE OF BIL-LSLR FUNDING AWARD

Please confirm your community's acceptance of the BIL-LSLR funding and intent to proceed with this project by signing below. Please return the completed form and attachments (as appropriate) listed below to design@health.ny.gov no later than **April 19, 2024**.

Check the appropriate box:

- ☐ A/E services have already been procured and procurement did comply with federal standards (submit completed A/E Procurement Certification Form)
 - ☐ A/E services have already been procured and procurement did not comply with federal standards
 - ☐ A/E Services have not yet been procured. A completed A/E Procurement Certification form will be submitted when available
- Provide a copy of any BANs related to the project

ACKNOWLEDGMENT BY THE AWARDEE:

DWSRF Project No. 19402
Lead Service Line Inventory
City of Poughkeepsie, Dutchess County

The Awardee intends to proceed with this project and accepts the BIL-LSLR funding award, and acknowledges the programmatic requirements noted above.

_____ (Signature of Authorized Representative)

_____ (Print Name)
_____ (Title) _____ (Date)

**RESOLUTION
(R-25-36)**

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

Garden Street over Fall Kill Creek Bridge Replacement

INTRODUCED BY CHAIR WILSON, COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON

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

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

WHEREAS, this resolution shall supplement Resolutions R-23-29 and R-24-38

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

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

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

RESOLVED, that the sum of \$4,122,500 (\$4,811,697 minus the previous \$689,197) is hereby appropriated from Account 30-08-5110 7469 (Contract Ser-Other19BRW.01) and made available to cover the cost of participation in the above phase of the Project; and it is further

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

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

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

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

RESOLVED, this Resolution shall take effect immediately.

SECONDED BY COUNCILMEMBER _____ .

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

I, Jamar Cummings, Clerk of the City of Poughkeepsie, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Common Council at a meeting duly called and held at City Hall on April 15, 2025 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 _____, 2025.

Clerk, City of Poughkeepsie

Sponsor: **City of Poughkeepsie**
 PIN: **8761.96** BIN: **2262680**
 Comptroller's Contract No. **D036275**
 Supplemental Agreement No. **2**
 Date Prepared: **4/29/2024** By: **DR**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D036275 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

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

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

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

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (check and enter the # phase(s) as applicable):
 - ☒ adding phase **Construction** which covers eligible costs incurred on/after **4/5/2024**
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☒ increasing funding for a project phase(s)
 - ☒ adding a pin extension
 - ☐ change from Non-Marchiselli to Marchiselli
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

- ☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- ☒ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- ☐ Amends a previously adopted Agreement by adding:
 - ☐ Appendix B M/WBE/SDVOB.
 - ☐ Retention Exhibit.
 - ☐ Other: _____

- ☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Poughkeepsie**
 PIN: **8761.96** BIN: **2262680**
 Comptroller's Contract No. **D036275**
 Supplemental Agreement No. **2**
 Date Prepared: **4/29/2024** By: **DR**
 Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **DUTCHESS**

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

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

 For Commissioner of Transportation

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

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

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

OSC Contract #: <u>D036275</u>	Contract Start Date: <u>3/18/2019</u> (mm/dd/yyyy) Contract End Date: <u>8/30/2028</u> (mm/dd/yyyy) ☐ Check, if date changed from the last Schedule A
Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 2	
Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Poughkeepsie Other Municipality/Sponsor (if applicable): _____ ☐ State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction/CI/CS	
Work Type: BR REPLACE	County (If different from Municipality): Dutchess
(Check, if Project Description has changed from last Schedule A): ☐ Project Description: PIN 8761.96 (BIN 2262680) Garden Street over Fall Kill Creek Bridge Replacement, City of Poughkeepsie, Dutchess County	
Marchiselli Eligible ☒ Yes ☐ No	

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8761.96.121	Current	STP (80%)	\$624,000.00	\$499,200.00	\$93,600.00	\$31,200.00	\$0.00
	Old	STP (80%)	\$624,000.00	\$499,200.00	\$93,600.00	\$31,200.00	\$0.00
8761.96.221	Current	STP (80%)	\$42,582.00	\$34,065.00	\$6,388.00	\$2,129.00	\$0.00
	Old	STP (80%)	\$42,582.00	\$34,065.00	\$6,388.00	\$2,129.00	\$0.00
8761.96.222	Current	STP (80%)	\$22,613.00	\$18,090.00	\$3,392.00	\$1,131.00	\$0.00
	Old	STP (80%)	\$22,613.00	\$18,090.00	\$3,392.00	\$1,131.00	\$0.00
8761.96.321	Current	STP (80%)	\$3,898,700.00	\$3,118,960.00	\$0.00	\$779,740.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
8761.96.NPS	Current	100% Local	\$223,800.00	\$0.00	\$0.00	\$223,800.00	\$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:			\$4,811,695.00	\$3,670,315.00	\$103,380.00	\$1,038,000.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A PIN 8761.96

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

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$3,670,315.00	\$103,380.00	\$1,038,000.00	\$4,811,695.00
		Total FEDERAL Cost	\$3,670,315.00
		Total STATE Cost	\$103,380.00
SFS TOTAL CONTRACT AMOUNT			\$3,773,695.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Danielle Rispoli</u> Phone No: <u>845-431-5724</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- Project description continued: The project consists of the replacement of the entire existing Garden Street bridge structure, including both abutments.
- This Schedule A add the construction and construction inspection phases and funds.
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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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

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

23. 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/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.

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

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.

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

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

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

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

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

RESOLVED, that the sum of \$4,122,500 (\$4,811,697 minus the previous \$689,197) is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

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

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

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

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

RESOLVED, this Resolution shall take effect immediately.

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

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

WITNESS My Hand and the Official Seal of the City of Poughkeepsie, New York, this _____ day of _____, 2024.

Clerk, City of Poughkeepsie

**RESOLUTION
(R-25-37)**

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

Washington Street over Fall Kill Creek Bridge Rehabilitation

INTRODUCED BY CHAIR WILSON, COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON

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

WHEREAS, the City of Poughkeepsie desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Construction and Construction Inspection work; and

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

WHEREAS, it was subsequently found necessary to undertake additional right-of-way incidental and preliminary engineering work not contemplated in the original agreement authorized by the previous Resolution and that was authorized by Resolution No. R-23-30; and

WHEREAS, additional funding is being provided for construction and construction inspections costs.

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

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

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

RESOLVED, that the sum of **\$12,425,000 (\$14,224,310 minus the previous \$1,799,310)** is hereby appropriated from Account 30-08-5110 7461 (Contract Ser-Engineering 19BRG.01) and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds

the amount appropriated above, the Poughkeepsie Common Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor thereof, and it is further

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

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

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

RESOLVED, this Resolution shall take effect immediately.

SECONDED BY COUNCILMEMBER _____ .

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

I, Jamar Cummings, Clerk of the City of Poughkeepsie, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Common Council at a meeting duly called and held at City Hall on April 15, 2025 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 _____, 2025.

Clerk, City of Poughkeepsie

PIN 8759.83

Sponsor: **City of Poughkeepsie**
 PIN: **8759.83** BIN: **N/A**
 Comptroller's Contract No. **D035976**
 Supplemental Agreement No. **3**
 Date Prepared: **11/5/2024** By: **GC**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 3 to D035976 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

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

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

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

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (check and enter the # phase(s) as applicable):
 - ☒ adding phase **C/C1** which covers eligible costs incurred on/after 11/1
 - ☐ adding phase _____ which covers eligible costs incurred on/after 11/1
 - ☐ 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 October 2019 with the Appendix A dated June 2023.
- ☐ Amends a previously adopted Agreement by adding:
 - ☐ Appendix B M/WBE/SDVOB.
 - ☐ Retention Exhibit.
 - ☐ Other: _____
- ☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Poughkeepsie
 PIN: 8759.83 BIN: N/A
 Comptroller's Contract No. D035976
 Supplemental Agreement No. 3
 Date Prepared: 11/5/2024 By: GC
 Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF DUTCHESS

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

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
 STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

 For Commissioner of Transportation

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

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

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

OSC Contract #: <u>D035976</u>	Contract Start Date: <u>7/10/2018</u> (mm/dd/yyyy) Contract End Date: <u>4/1/2028</u> (mm/dd/yyyy) ☐ Check, if date changed from the last Schedule A
Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 3	
Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Poughkeepsie Other Municipality/Sponsor (if applicable): _____ ☐ State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction/CI/CS	
Work Type: BR REHAB	County (If different from Municipality): DUTCHESS COUNTY
(Check, if Project Description has changed from last Schedule A): ☐ Project Description: Washington Street over Fall Kill Creek Bridge Rehabilitation (BIN 2262670), City of Poughkeepsie, Dutchess County	
Marchiselli Eligible ☒ Yes ☐ No	

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8759.83.121	Current	STP (80%)	\$1,292,000.00	\$1,033,600.00	\$193,800.00	\$64,600.00	\$0.00
	Old	STP (80%)	\$1,292,000.00	\$1,033,600.00	\$193,800.00	\$64,600.00	\$0.00
8759.83.221	Current	STP (80%)	\$479,749.00	\$383,799.00	\$71,963.00	\$23,987.00	\$0.00
	Old	STP (80%)	\$479,749.00	\$383,799.00	\$71,963.00	\$23,987.00	\$0.00
8759.83.222	Current	STP (80%)	\$27,561.00	\$22,048.00	\$4,134.00	\$1,379.00	\$0.00
	Old	STP (80%)	\$27,561.00	\$22,048.00	\$4,134.00	\$1,379.00	\$0.00
8759.83.321	Current	STP (80%)	\$12,425,000.00	\$9,940,000.00	\$1,863,750.00	\$621,250.00	\$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:			\$14,224,310.00	\$11,379,447.00	\$2,133,647.00	\$711,216.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 8759.83

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

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$11,379,447.00	\$2,133,647.00	\$711,216.00	\$14,224,310.00
		Total FEDERAL Cost	\$11,379,447.00
		Total STATE Cost	\$2,133,647.00
SFS TOTAL CONTRACT AMOUNT			\$13,513,094.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Giselle Conrad</u> Phone No: <u>845-431-5731</u>
--	--

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

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- Project description cont'd: The proposed .project will rehabilitate the existing historic arch bridge carrying Washington Street over the Fall Kill Creek in the City of Poughkeepsie, Dutchess County. The construction will address the deterioration of the masonry arch, voids/missing stones on wing walls, cracked mortar joints on bridge railing and reinforced concrete pile/cap footings.
- The State Match is being funded with Marchiselli Program Funds.
- This Schedule A is adding the construction phase and funds for the construction phase.
-
-
-
-
-
-
-

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, 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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

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

23. 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/iran-divestment-act-2012>

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

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

seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

**RESOLUTION
(R-25-38)**

Authorizing the implementation, and funding in the first instance of the State Multi-Modal Program-aid eligible costs, of a capital project, and appropriating funds therefor.

INTRODUCED BY CHAIR WILSON, COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON

WHEREAS, a Project for the Resurface 1/2 mile of city streets, replace sidewalks, traffic signs, curbing, & divider on Civic Center Plaza, Mill St, Mansion St, and Columbus Drive., P.I.N. 8MS154.30A (the Project") is eligible for funding under New York State's Multi-Modal Program administered by the NYS Department of Transportation (NYSDOT); and

WHEREAS, the Common Council of the City of Poughkeepsie desires to advance the Project by making a commitment of 100% of the costs of work for the Project or portions thereof; and

NOW, THEREFORE, the Common Council of the City of Poughkeepsie, duly convened, does hereby:

RESOLVE, 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 hereby authorizes the Commissioner of Finance to pay in the first instance 100% of the cost of the work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$150,480.00 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that in the event the costs of the phase(s) exceeds the amount appropriated above, the Common Council of the City of Poughkeepsie shall convene as soon as possible to appropriate said excess amount, 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 Multi-Modal Program Funding on behalf of the Common Council of the City of Poughkeepsie with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and all Project costs that are not so eligible, and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

SECONDED BY COUNCILMEMBER_____.

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

I, JAMAR CUMMINGS, Clerk of the Common Council of the City of Poughkeepsie, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Common Council at a meeting duly called and held at City Hall on the 15th day of April, 2025 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 _____, 20_____.

Clerk of the Common Council
of the City of Poughkeepsie

UNIVERSAL MULTI-MODAL CAPITAL PROJECT AGREEMENT

NYS COMPTROLLER'S CONTRACT NO. D041759

THIS AGREEMENT is made by and between:

the New York State Department of Transportation (“**NYSDOT**”), having its principal office at
50 Wolf Road, Albany, New York 12232
and

the **City of Poughkeepsie** (the “**Sponsor**”),

with offices at **62 Civic Center Plaza, Poughkeepsie, NY 12601**

This Agreement provides for the funding of, construction, reconstruction, improvement, reconditioning, and preservation of a project within the Multi-Modal Programs, consisting of rail passenger facility and equipment, rail freight facility, certain port facility; fixed ferry facility, municipal and private airport and aviation facility, and State, county, town, city, and village road, highway, parkway and bridge capital project, as more fully described for the purposes of this Agreement in Schedule A hereof (the “Project”). The amount of **NYSDOT's** funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A for funding by **NYSDOT**.

WITNESSETH:

WHEREAS, Transportation Law 14-k establishes the Multi-Modal Programs, that provide bond funding for projects authorized pursuant to such section as approved by the Commissioner of Transportation, following appropriation by the Legislature or pursuant to authorization by the Legislature for capital projects; and

WHEREAS, pursuant to appropriation or authorization for capital projects Multi-Modal Programs funding of the Project herein is authorized; and

WHEREAS, for the following project types the **Sponsor** also certifies as follows:

- ☐ for airports and aviation facilities, that federal funding is not available to the Project, and the Project is consistent with an approved Airport Layout Plan,
- ☐ for State or local roads, highways, and bridges, that the Multi-Modal Programs funding is not used for the mandated non-federal share of a federally funded project and the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the Multi-Modal Programs funding; and

WHEREAS, the **Sponsor** is not a sectarian organization,

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form – this document titled “Universal Multi-Modal Program Capital Project Agreement”,
- Schedule A – titled “Multi-Modal Project - Schedule A” Project Description, Funding, and Development Schedule,
- Schedule B – Scope of Work,
- Appendix A – New York State Required Contract Provisions,
- Appendix A-1 – Supplemental Title VI Provisions (Civil Rights Act),
- Appendix B – Minority and Women-Owned Business Enterprises (M/WBE)-Service Disabled Veteran Owned Businesses (SDVOB)-Equal Employment Opportunity (EEO) Policy Statement,
- Municipal/Sponsor Resolution(s) – duly adopted Municipal/Sponsor or, as applicable, corporate resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required.)

1.1. Within Appendix A-1, the term "Contractor" therein refers to any party other than the State, whether a **Sponsor**, contractor, licensor, licensee, lessor, lessee, or any other party to this Agreement, or a subcontractor to any party other than the State.

2. *Work, Maintenance & Operation.* **Sponsor** shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, inclusive of the Scope of Work described in Schedule B, and shall fund all costs attendant to such completion. The work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State agreement, and any additions or deletions made thereto by **NYSDOT** subsequent to the execution of such Schedules A for the purposes of conforming to New York State or to Federal requirements.

2.1 *Useful Life of Project.* Sponsor warrants that the useful life of the project is not less than ten (10) years.

2.2 *Operation and Maintenance of Project.* Upon Project completion, **Sponsor** will operate and maintain the Project at no expense to **NYSDOT** and, during the useful life of the Project according to federal guidelines, **Sponsor** shall not discontinue operation of the Project without the prior written approval of **NYSDOT**. The maintenance schedule shall remain in effect for a period of at least ten (10) years from Project completion and shall not be terminated without prior written authorization from **NYSDOT**.

2.3 *Disposition or Encumbrance of Project.* **Sponsor** will not dispose of or encumber the Project or cause the Project to be withdrawn from public service during its useful life without the prior approval of **NYSDOT**, which approval is reserved for the purposes of assuring compliance with: (1) **NYSDOT** or **Sponsor** assurances or certifications to any Federal agency in connection with any federal funding under a separate agreement or the Multi-Modal Funding made hereunder; and/or (2) Project restrictions that may apply because the Multi-Modal Funding is funded from the proceeds of tax-exempt debt obligations.

3. *Project Commencement, Completion.* Subject to the State Comptroller's approval of the Agreement, **Sponsor** will diligently pursue the Project to completion within the time set forth in Schedule A. Failing Project completion within such period, or agreement by **NYSDOT** to extend Project completion date for good cause, this Agreement will expire and be of no further force or effect.
4. *Municipal Deposit.* Where work is performed by consultant or construction contract entered into by **NYSDOT**, or by **NYSDOT** forces, the **Sponsor** shall deposit with the State Comptroller, prior to the award of **NYSDOT**'s contract or **NYSDOT**'s performance of work by its own forces, the full amount of the non-federal share of the Project costs due in accordance with Schedule A.
5. *Multi-Modal Funding; Reimbursement of Eligible Project Costs.* Subject to compliance with this Agreement, **NYSDOT** agrees to reimburse eligible project costs in accordance with, and not to exceed amounts identified in, Schedule A. Multi-Modal Program funding shall be used solely for the payment of Eligible Costs (hereinafter defined) **Sponsor** incurs in performing the Project. **Contractor obligations or expenditures that precede the start date of the Agreement shall not be reimbursed.** For work performed by **NYSDOT** or the Sponsor, Multi-Modal aid shall be applied as described below.
 - 5.1 *State-Administered Federal Aid* (not applicable to airport/aviation or *highway/bridge projects*). Multi-Modal funds are 100% state funds. If the sponsor receives federal funds to be administered by **NYSDOT** for the related project **NYSDOT** shall enter into a separate agreement with the Municipality for administration of the federal funds.
 - 5.2 *Multi-Modal Aid.* **NYSDOT** will: (a) for Multi-Modal Programs 1, 2, and 4 (MM#1, MM#2, and MM#4 in Schedule A) funding, **NYSDOT** will reimburse to the **Sponsor** from State monies in the first instance, and request corresponding reimbursement to **NYSDOT**; and/or, (b) for Multi-Modal Program 3 (MMP3 in Schedule A) funding, request Dormitory Authority of the State of New York (DASNY) reimbursement to the **Sponsor** or, for State-administered State highway system projects to **NYSDOT** for the Multi-Modal share of participating Project costs incurred in connection with the work covered by this Agreement, subject to the amounts thereof and limitations set forth on Schedule A. Only "Eligible Project Costs" (as defined in Multi-Modal Program criteria issued by **NYSDOT**) are reimbursable.
 - 5.2.1 *Multi-Modal Eligible Project Costs.* To be eligible for Multi-Modal aid, Project costs must: (a) be eligible pursuant to subdivision §5.2.2 below and such other Multi-Modal Program Policies and Criteria as are established for each mode by **NYSDOT** including but not limited to **NYSDOT**'s MM Program Guidelines criteria; and (b) be for work which, when completed, has a certifiable useful life of at least ten (10) years; and, (c) meets the requirements of the State Environmental Quality Review Act (SEQRA); and, (d) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2(d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.**
 - 5.2.2 *State Aid-Eligible Costs.* State Aid-Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A. **Sponsor** may also use as provided in this subdivision State-aid §5.2.2 hereunder for the reimbursement of salaries and wages to

employees of **Sponsor** for carrying out the Project; fees to consultants and professionals retained by **Sponsor** for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants, and professionals for the Project.

5.2.3 **Sponsor Debt Service.** Multi-Modal program funds shall not be used to pay a Sponsor for payments of the principal portion of a local bond, interest (debt Service), or issuance (indirect costs) payments on Multi-Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion.

5.3 **Other State-Aid.** Subject to the terms of applicable appropriations and statutes associated with State-aid for the Project provided through this Agreement, **NYSDOT** will reimburse eligible Project costs from such other State-aid as may be identified in Schedule A hereof for payment under this Agreement. The eligibility of such costs shall be determined in accordance with subdivisions §5.2.2 and §5.2.3 hereof, subject to such further or other reimbursement eligibility requirements or restrictions imposed in connection with the applicable other State-aid funding source or program authorization.

6. **Payment of Applicable Federal-Aid, Multi-Modal, and Other State-Aid.** Payment of applicable Federal Aid, Multi-Modal, and other State-aid hereunder shall be as follows:

6.1 **Payment Upon Completion.** **The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained.** Except where subdivision §6.2 applies, payment to **Sponsor** shall be made upon the application of **Sponsor** to **NYSDOT upon Project completion** on the basis of work accomplished and the submission of duly completed payment requests and certifications in a form approved by **NYSDOT**, including such information as **NYSDOT** deems necessary to assure compliance with the program requirements and this Agreement.

6.2 **Periodic Reimbursement.** If the **Sponsor** and **NYSDOT** find it desirable to have reimbursement made periodically in accordance with a payment cycle established by **NYSDOT** and, upon the request and certification therefor by the **Sponsor**, **NYSDOT** may authorize payments (DASNY, as applicable) based on billings prepared by the **Sponsor** in accordance with **NYSDOT** requirements, and based on costs incurred as disclosed by the records thereof, as required by the Project, with applicable adjustments to be made after audit by **NYSDOT** or, as applicable because of federal funding, Federal Highway Administration, the Federal Transit Administration or Federal Aviation Administration. These payments shall be made as monies become available therefor.

6.3 **Sponsor Certifications.** The **Sponsor** will certify in each payment request that: (i) Project work was performed in accordance with the State Environmental Quality Review Act (SEQRA); (ii) Project work was performed in accordance with the design and contractual requirements of **Sponsor** and **Sponsor's** design professional; and (iii) such payment request does not duplicate reimbursement of costs and services received from other sources.

6.4 **Electronic Contract Payments.** The **Sponsor** shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, **NYSDOT**, and the State Comptroller. Following **NYSDOT** approval of such supporting documentation, payment for

invoices submitted by the contracting **Sponsor** shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting Sponsor shall comply with the State Comptroller's (or applicable Public Authority) procedures to authorize electronic payments. Instructions and authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> by E-mail at epunit@osc.state.ny.us. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller's (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

7. *Records, Accounts, and Audits.* **Sponsor** shall maintain accurate records and accounts of all financial transactions which shall show in detail all income and all expenditures, including but not limited to, payments for Eligible Costs. Such records and accounts shall include, without limitation, property, personnel, and financial records, cash receipts, disbursements journal, and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards and as required by Appendix A annexed hereto. All expenditures of reimbursed costs hereunder shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The Commissioner and/or Comptroller of the State of New York or their authorized representative shall have the right to examine and audit all records and accounts relating to **Sponsor's** financial transactions pertaining to the project under this Agreement, including the expenditure of the Multi-Modal Funding and all other funds secured and services rendered for the benefit of **Sponsor** in connection with the Project.

7.1 *Extended Records Retention Requirements.* To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations (CFR), Part 26, including 26 CFR 1.148-5(d)(6)(iii)(E), and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project costs(s).

Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

8. *Ethics Considerations.* In addition to **Sponsor's** conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Multi-Modal Funding made hereunder, no member of **Sponsor's** governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Multi-Modal Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, **Sponsor** shall disclose such relationship to **NYSDOT** and shall obtain prior written approval therefor from **NYSDOT**.
9. *NYSDOT Performance Review.* **NYSDOT** may review the **Sponsor's** performance of this Agreement in such manner and at such times as **NYSDOT** shall determine, and such review may include field visits by **NYSDOT** representatives to the Project and/or the offices of **Sponsor**. **Sponsor** shall at all times make available its employees, records, and facilities to authorized **NYSDOT** representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of **Sponsor's** performance of the Project, its use, and operation.
10. *Notice of Governmental Audit.* **Sponsor** shall notify **NYSDOT** of any audit by any governmental agency of any projects, operations, or reports of **Sponsor** within five (5) days of receiving information relating thereto.
11. *State Recovery of Ineligible Reimbursements.* **NYSDOT** shall be entitled to recover from the **Sponsor** any sums of money paid to the **Sponsor** pursuant to this Agreement which is subsequently determined to be ineligible for Multi-Modal Aid hereunder.
12. *Contract Executory.*
 - 12.1 This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.
 - 12.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted. **Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without

appropriations.

13. *Sponsor Liability.*

13.1 If the **Sponsor** performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the **Sponsor**, its officers, agents, servants, or employees, contractors, subcontractors or others in connection therewith. The **Sponsor** specifically agrees that its agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

13.2 The **Sponsor** shall indemnify and save harmless **NYSDOT** and the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the **Sponsor**, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the **Sponsor's** failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

14. *No Assignment of Transfer of Contract.* **Sponsor** agrees not to assign, transfer, convey, sublet, or otherwise dispose of this contract or any part thereof, or of its right, title, or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of **NYSDOT** first having been obtained.

15. *Independent Contractor.* The officers and employees of the **Sponsor**, in accordance with the status of the **Sponsor** as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

16. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this Agreement, including, but not limited to Sections 2, and 15, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this Agreement to NYSDOT and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this Agreement.

17. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable Multi-Modal aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities.

Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary federal or State appropriations or other funding authorizations, therefore, are eventually enacted.

18. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.
19. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state, and local, laws, rules, and regulations, including but not limited to the following:
 - 19.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A and Article 17-B requirements in any of its contracts and sub-contracts funded in whole or in part by this Agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this Agreement or such portion of this Agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this Agreement, to which contract goals are established.
 - 19.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act*, including providing true, timely, and accurate application information related to the project to ensure compliance with the Act.
 - 19.3 *New York Transportation Law, Section 427, Equal Employment Opportunity (EEO) program*, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this Agreement.
20. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the Multi-Modal Program Guidelines and as such may be amended from time to time.
21. *Notice Requirements:*
 - 21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
 - 21.2 For this Agreement such notices shall be addressed by the Sponsor to the officially designated

MUNICIPALITY/SPONSOR: **City of Poughkeepsie**

PROJECT ID NUMBER: **8MS154.30A** BIN: **N/A**

PHASE: PER SCHEDULES A

Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name, Title, Mailing Address, Telephone number, Facsimile number, and E-mail address.

- 21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

PROJECT ID NUMBER: 8MS154.30A BIN: N/A

Multi-Modal Project Agreement – Schedule A for PIN : _8MS154.30A_

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Instruction: One Schedule may be used for all Phases

OSC Contract # D041759Project Start Date: **3/20/2025**Project Completion Date: **12/31/2026****AGREEMENT PURPOSE:**☒ **MAIN** (Master) Agreement☐ **SUPPLEMENTAL** Agreement**AGREEMENT** (Check all boxes that apply as shown in area below):☐ Multi-Modal (MM) Program #1 (MM#1)☐ MM#2☐ MM#3☒ MM#4☐ Multi-Modal Program #1, 2, 3 or 4 & other State Funding☐ Multi-Modal Program #1, 2, 3 or 4 & Federal Aid☐ Multi-Modal Program #1, 2, 3 or 4 & other State Funding & Federal Aid**PROJECT TYPE** (Check only one box below):☐ Rail ☐ Port ☐ Aviation ☐ State System Highway/Bridge ☒ Local Highway/Bridge ☐ Fixed Ferry Facility**MULTI-MODAL PROJECT ID NUMBER:**

Project Title: Resurface ½ miles of city streets, replace sidewalks, traffic signs, curbing, and divider on Civic Center Plaza, Mill St, Mansion St, and Columbus Drive

Project Description/Scope: Resurface ½ miles of city streets, replace sidewalks, traffic signs, curbing, and divider on Civic Center Plaza, Mill St, Mansion St, and Columbus Drive

Location: Project Location: Civic Center Plaza, Mill St, Mansion St, & Columbus Drive

Route/Name: Civic Center Plaza, Mill St, Mansion St, & Columbus Drive

From: Columbus Drive

To: Mansion Street

Project Owner/Operating & Maintenance Responsibility: City of Poughkeepsie

Type of Organization:

☒ **Municipality**☐ **Public Authority**☐ **Not-for-Profit Corporation**☐ **Tax-exempt**☐ **Railroad Corporation**☐ **Transportation Corporation**☐ **Educational Corporation**☐ **Business Corporation**☐ **Partnership**☐ **Proprietorship**☐ **Other (list):****Check Project Phases Covered by this Agreement:**☐ P.E./Design☐ ROW Incidentals☐ Acquisition☒ Construction, C/I, & C/S

List all applicable 6 or 9-digit PIN Fiscal Shares eligible for Multi-Modal funding (e.g., 123456.101; 123456.201; 123456.301):

Eligible Project Type: (Please check one)X Highway Resurfacing ☐ Bridge Rehabilitation ☐ New Highway Construction ☐ New Bridge Construction☐ Highway Reconstruction ☐ Bridge Replacement ☐ Interchange Const.\Reconstruction ☐ Intersection Improvement☐ Aviation (Is this project consistent with an approved Airport Layout Plan)? ☐ Yes ☐ No☐ Other (Please explain): _____**A. Legislatively Approved Multi-Modal Funding in Memorandum of Understanding**

Reference or, if applicable, List Project Identification Number	Project Title	Maximum Authorized Multi-Modal Funding Amount
8MS154.30A	Resurface ½ miles of city streets, replace sidewalks, traffic	\$150,480.00

	signs, curbing, and divider on Civic Center Plaza, Mill St, Mansion St, and Columbus Drive	
TOTAL		\$150,480.00

Multi-Modal Project Agreement – Schedule A

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B. Summary of Approved Multi-Modal Costs UNDER THIS CONTRACT Number			
List Eligible Funding Share(s) by applicable Project ID Number (PIN)	STATE MULTI-MODAL Funds	LOCAL Funding (If Applicable)	TOTALS
8MS154.30A	\$150,480.00	\$0	\$150,480.00
TOTAL ELIGIBLE COSTS	\$150,480.00	\$0	\$150,480.00

C. Summary of Project Costs <u>NOT</u> Under this Contract #, if any (For <u>Information Purposes Only</u>)				
List any Other Funding or Fiscal Share(s) by Project ID Number or PIN (if applicable)	List Name of Fund SOURCE Type (e.g., Other MM1, MM2, MM3, MM4, 100% Local Expenditure, Other State Source (e.g., Member Item, CHIPS, etc.), Public Authority, Private, Utility, Other Federal Aid Category)	List any Other STATE Funding Amounts	List any Other FEDERAL or NON-STATE (Local) Funding Amounts	TOTALS
			\$	\$
		TOTAL Other Costs:	\$	\$

D.TOTAL PROJECT COST SUMMARY (all Section “B” + “C” funding listed above)				
TOTAL FEDERAL AID (if applicable)	TOTAL MULTI-MODAL STATE SHARE(S)	TOTAL LOCAL SHARE	TOTAL OTHER AID (including any Other State Aid)	TOTAL FUNDING (all sources)
\$0	\$150,480.00	\$0	\$0	\$150,480.00

Footnotes: This Schedule A adds the construction phases and funds. Construction is \$150,480 in MM#4.

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

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

B. Right-of-Way (ROW) Acquisition

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

C1. Advertise and Award Preparation

<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.	☐	☒

C2. Construction Support

6. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
7. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒

C3. Construction Inspection

8. 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 ensure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
9a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☒
9b. 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.	☐	☒
9c. For projects that fall under both 9a and 9b above, check boxes for each.		

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
10. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒
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.	☐	☒

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

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

23. 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/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, religion, age, color, sex 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 subcontractor 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

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
- (b) This organization shall state in all solicitation 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, disability, or marital status.
- (c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.
- (d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	15.00%	15.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	13.00%	13.00%	6.00%
CN: Construction	7.00%	11.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	8.00%	18.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY24-25 M/WBE Goal Plan](#) and [NYSDOT 2024-2025 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

APPENDIX B

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____