



# The City of Poughkeepsie New York

## Common Council Meeting Minutes

**Tuesday, April 15, 2025**

**6:30 PM**

**Common Council Chambers**

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie  
Common Council the date is April 15, 2025, and the time is 6:30pm**

### **I. ROLL CALL**

9 Present, 0 Absent ()

### **II. REVIEW OF MINUTES**

A motion to Approve minutes was made by 3rd Ward Council Member Brown and seconded by 1st Ward Council Member Henry.

| <b>CCM Minutes of April 1, 2025 - VOICE VOTE</b> |                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Yes/Aye:</b>                                  | 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, Council Member At-Large Wilson, 8th Ward Councilmember McClinton |
| <b>No/Nay:</b>                                   | None                                                                                                                                                                                                                                                                                                   |
| <b>Abstain:</b>                                  | None                                                                                                                                                                                                                                                                                                   |
| <b>Absent:</b>                                   |                                                                                                                                                                                                                                                                                                        |
| <b>Result:</b>                                   | <b>Passed</b>                                                                                                                                                                                                                                                                                          |

1. Common Council Meeting of April 1, 2025

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

### **IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:**

A motion to To defer to corporation counsel was made by 2nd Ward Councilmember Menist and seconded by 7th Ward Council Member Patterson Thompson.

| Motion to Defer Items 3 and 4 to Corporation Counsel |                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Yes/Aye:</b>                                      | 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, Council Member At-Large Wilson, 8th Ward Councilmember McClinton |
| <b>No/Nay:</b>                                       | None                                                                                                                                                                                                                                                                                                   |
| <b>Abstain:</b>                                      | None                                                                                                                                                                                                                                                                                                   |
| <b>Absent:</b>                                       |                                                                                                                                                                                                                                                                                                        |
| <b>Result:</b>                                       | <b>Passed</b>                                                                                                                                                                                                                                                                                          |

1. **FROM RICHARD DUPILKA**, a presentation regarding lead service line replacement strategy.
2. **FROM SERENA DOMINGUES/ NATURE'S IMPACT**, a presentation regarding a 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.

Kaleb Croft- Ward 8  
Laurie Sandow- S Grand Ave \*  
Daniel Atonna- 116 College Ave  
Cooper Miller- 134 Franklin St  
Kane Bowers- 12601

**\*Submitted written comments**

## **Laurie Sandow comments, City of Poughkeepsie Common Council meeting, April 15, 2025**

More than a month ago, the Common Council held a Charter-mandated Informational Meeting using concocted rules that deprived the public of their traditional right to questions and answers. Rebecca Valk, this City's Corporation Counsel, was asked and refused to supply a legal opinion justifying the new rule. Quote: "This office does not issue opinions to members of the general public." The illegitimate new rule lacked a specific date for responses that weren't provided during the meeting itself. So a-month-and-a-half later, I'm still waiting for answers to my questions. If and when replies are ever produced for my questions and the questions of others, will they be complete and read into the public record? Because after all, that is the purpose of Informational Meetings—for public questions and answers to become part of both the webcast and written record.

What are City residents supposed to do when we have electeds and appointeds who deliver lies and half-truths after public comments are closed, and who also engage in outright violations of law? Yvonne Flowers continues to break the law by selectively blocking access to her social media, pretending that she's blocking people who made offensive comments, whereas I was blocked after citing caselaw about public forums. This is the same Yvonne Flowers who spoke at the last meeting about screaming and yelling at a Planning Board meeting without identifying the screamer as the Board's own chair. Flowers spoke about the people who volunteer to sit on various boards. How ironic. In service to getting her fellow Exempts members and sympathizers into their current Council seats, Flowers and all other Councilmembers rejected the diligent and law-abiding recommendations of the Redistricting Commission volunteers — myself included — denying new ward boundaries, undermining this City's Hispanic community, and willfully violating the City Charter's mandate by failing to provide their objections in writing.

What's happened to this City's Ethics Commission? Does it still exist? Why did this City lose Brian Martinez, who applied for the City Administrator job, only to have the seat handed to the less-qualified Joe Donat? Why haven't we seen the Mayor's Charter-mandated quarterly report on the financial condition and operations of the City? For two years in a row now, I've submitted Freedom of Information requests for the written Annual Reports that each City committee, commission and board is required to submit describing their activities during the year and the status of their objectives. For two years in a row, I've been told that neither the reports, nor the required followup meetings exist.

Recently, at least two Councilmembers (Christopher Grant and Ondie James) complained at separate Poughkeepsie City School District Board of Ed meetings about the Board's lack of responsiveness and transparency. And earlier tonight we had Evan Menist also talking about process and transparency and community input. Has this Council ever looked at themselves in the mirror? The Council has the power to require any elected or appointed City official, employee, board, or commission to furnish reports, information, estimates, or records and/or to command their presence at hearings or inquiries. At meeting after meeting, we see a printed agenda line item reading "REPORTS OF COMMITTEES AND BOARDS: NONE. That's right, Council Chair Da'Ron Wilson has never compelled a single report. But he, Valk, Flowers and others continue to do their best to silence and exclude the public.

And, with my union brothers and sisters from Central Hudson in the audience, I note that they were specifically invited to attend and speak at Sakima and Nedra's March 15th joint ward meeting. By the end of the meeting, a total of six council members (Terriciena Brown, Chris Grant, Ondie James, Nedra Patterson Thompson, Sakima McClinton, and Da'Ron Wilson), AND the Mayor were in attendance, all of whom knew that at the March 18 Common Council meeting, taking place just days later, there'd be a last-minute agenda item added about community choice aggregation. Yet not one of them ever mentioned this to the union members attending the ward meeting.

Addendum: After I finished my comments, City Administrator Joe Donat stated the following: "Mr. Chairman, if I may, before the next speaker, I would like the record to reflect. Ms. Sandow provided the city with eight pages worth of questions, all of which were answered earlier this afternoon by email."

What Mr. Donat did not say is that the "answers" he was referencing turned out to have been sent by Allyson Smith, his assistant, at 4:16pm on April 16 (i.e. just 2-1/4 hours before tonight's Common Council meeting). I've attached the document, with my questions and the replies, which would and should have been part of the public record, had the Informational Meeting been held in keeping with the time-unrestricted form that has been traditional, and as the Charter intended.

See the following, which are my Informational Meeting questions and the answers received from City Administrator Joe Donat's assistant, Ms. Allyson Smith. Inclusion of these

questions and replies should not be understood as having accepted the replies as being complete and/or truthful. You will note that some questions were not answered, including that some Councilmembers did not reply at all:

Good Afternoon Ms. Sandow,

Please find attached:

- PDF- **Laurie Sandow Public Comments Information Mtg..** - Please find in red the responses to your questions from last month's Informational Meeting
- Zip Folder- **CM James-Addn'l Information-** Please find additional documents to support Councilwoman James' response
- Zip Folder- **CM Patterson-Thompson-Addn'l Information-** Please find additional documents to support Councilwoman James' response
- PDF-**Attachments for Sandow Questions-** Please find additional documents to support Corp. Counsel Valk's response

Best,

Allyson Smith | Assistant to the City Administrator  
Office of the City Administrator  
62 Civic Center Plaza-3rd Floor  
Poughkeepsie, New York 12601

### **Laurie Sandow public questions and comments, Informational Meeting, March 4, 2025**

Tonight's Informational Meeting takes place less than two weeks away from Sunshine Week—an annual initiative established in 2005 to promote open government and access to public information. A concept that seems foreign to most or all members of the Common Council, and sadly anathema to this City's Mayor Flowers, Corporation Counsel Valk, City

Administrator Donat and Common Council Chair Wilson. As Supreme Court Justice Louis Brandeis observed—at a time when we still had a Supreme Court free of the influence of malignant tyrants—“Sunlight is said to be the best of disinfectants.”

As I stated at the September 3, 2024 Informational Meeting, and repeat again tonight, the word “special” appears nowhere in City of Poughkeepsie Charter's §2.05 Informational Meetings. Section §2.05 of the City Charter is very clearly separate and distinct from §2.04 Regular and Special Meetings. Nowhere does the language and conditions of the Council's concocted Rule XXIII being applied tonight appear in the City of Poughkeepsie Charter. Charter: <https://ecode360.com/attachment/PO1408/PO1408-CHA.pdf> 2025 Council Rules: <https://www.cityofpoughkeepsie.com/DocumentCenter/View/3013/2024-Common-CouncilRules-of-Conduct-and-Procedure-PDF>

Furthermore, when requested to produce a legal opinion and citations to support the Council's Rule XXIII and its illegitimate effort to deprive the public of their right to know, the only way that Corporation Counsel Valk could cover her rear end was through avoidance and denial. Ms. Valk replied (quote):

“Legal opinions are exempt from FOIL [Freedom of Information Law] under the attorney-client privilege. This office does not issue opinions to members of the general public. All communications on this topic also fall within the scope of the attorney-client privilege. Therefore, your FOIL is denied.”

Where these Informational Meetings were once open-ended give-and-takes, the Council’s new rule reads, in part: “Department heads who wish to respond to questions immediately after the speaker finishes their five (5) minutes shall be permitted to do [so],...but in no instance will a Department Head be required to answer a question on the spot....In such case, the Department Head shall submit a written response to the Chairperson within the time specified by the Chairperson.”

Not one Councilmember, not the Mayor, nor the Corporation Counsel ever attended a single 2016 Charter Review meeting as a member of the public. Nearly the entire current Council has never spoken during public comments under pressure of a three-minute time limit. I am the only member of the public who attended and observed all previous Charter review meetings. I applied to be a member of the current Charter Review commission and was told that—no surprise, even after several deadline extensions—not enough people applied.

Why on earth are written responses from this Information meeting being directed to be sent to the Chairperson and not to the member of the public who asked them? Where is there stated a specified timeline for the Chair to receive and distribute those replies? Where is the rule requiring that these answers be made and recorded on webcast, and on the public record? Why is the Council diligent about the rules it writes and applies to the public v. the absence of rules it writes and applies to its own members?

Answer: Section 2.02 Powers and Duties 8 04 - 01 – 2018 CHARTER The Common Council shall have the power to make such ordinances and regulations consistent with state law for the good governance of the city, the preservation of good order within the city, the benefit of trade and commerce within the city and the protection of the quality of life within the city; shall be empowered to enact such other ordinances, resolutions and local laws as may be necessary to carry into effect the purposes of the government of the city, including but not limited to the adoption of annual expense and capital budgets and five year plans in accordance with Article V of this charter. The Common Council shall have oversight of the management of the city by the Executive Branch. To ensure that all city resources are efficiently and effectively employed, the Common Council shall have the power by resolution to require any elected or appointed City official, employee, board, or commission to furnish reports, information, estimates, or records and/or to command their presence at hearings or inquiries, administer oaths, and compel testimony insofar as the Common Council believes necessary to perform its legislative oversight duties. A witness refusing to attend or to be sworn or affirmed, or to answer any proper or pertinent question, or to produce such books, accounts, vouchers, documents or records as requested by the Common Council, may be compelled to comply and otherwise proceeded against and punished in accordance with the provisions of the Administrative Code and all other applicable laws.

## **Questions to Common Council Chair Da’Ron Wilson, who occupies that seat by virtue of being City of Poughkeepsie Councilmember At-Large:**

—I have asked repeatedly and am asking again: why doesn’t the Common Council have a written Consent Agenda policy? **Answer: I occupy the seat after being elected by the citizens of the City of Poughkeepsie. This has been answered several times on the floor, and even to you in a discussion with myself. Also, this a personal preference of yours not any legal standing. Also, by your own reference here is the cite and language that you referenced when I initiated the conversation after 4th Ward meeting.**

**Section 2.03 Organizational Meeting; Voting; Council Chair and Vice-Chairperson; Agenda; Rules of Conduct and Procedure** The common council shall conduct its organizational meeting at the Poughkeepsie city hall on the second day of January of each year unless such date shall fall on a Sunday, in which event it shall conduct such meeting the following day. Each organizational meeting shall be open to the public. Each councilmember shall be entitled to cast one vote on any matter to come before it. The councilmember elected at-large shall be designated as council chair for his or her term of office and shall serve as chairperson and preside at all meetings of the common council. The council chair shall have all the authority and shall perform all the duties now or hereafter conferred or imposed by the administrative code or this charter upon the chairperson of the common council. **The common council at the organizational meeting shall provide by resolution for its rules of conduct and procedure** and shall elect a vice-chairperson who shall serve as chairperson and preside at all common council meetings for which the council chair is absent, and it shall provide by resolution for its own rules of conduct and procedure for the current year.

—Every meeting, the Council agenda includes a line item: “Reports of Committees and Board”. As Common Council Chair, those reports and presentations to the Council are your responsibility to arrange. Why have you never arranged them?

**Answer: This is what the charter says, where does it say that the chair is responsible for the reports and presentations?**

**Section 2.06 Committees of the Common Council** The council chair shall have the authority and the duty to appoint members to a standing committee on finance, and to other committees as he or she decides necessary to efficiently conduct the business of the council. In the absence of the exercise of such authority by the council chair within 60 days of the organization of the body, the common council upon the affirmative vote of a majority of its entire membership shall have said authority.

—Per the City Charter, as Councilmember At-Large, you are elected by and representing all eight wards of the City of Poughkeepsie [“The revised charter creates a mechanism for representation of City-wide interests on the common council by adding an “at large” member to the common council.”] Why haven’t you ever held an 8-Ward meeting? When do you plan to do that?

**Answer: Once again, your personal preference of what you think or like is not the law. There has not been any other chair to do this. As per the charter please indicate where it states that any councilmember has to have a ward meeting.**

—You had me escorted from a Council meeting on February 20, 2024, with claims based on a rule that did not exist. It was obvious to all observers that this was planned in advance, from the new sound equipment, to your illegal instruction to the Chamberlain to turn off the public microphone. What price should you pay for using your Council seat for abuse of power and violation of law? **Answer: The general public in attendance at such meeting may inquire of any such persons with regard to any aspect of city governance. One can not anticipate that an individual would be uncivil and violate the rules of decorum, unless said individual sent in advance notice that they were going break the rules in the charter and violate Open Meetings law.**

§103. Open meetings and executive sessions.

2. A public body may adopt rules, consistent with recommendations from the committee on open government, reasonably governing the location of equipment and personnel used to photograph, broadcast, webcast, or otherwise record a meeting so as to conduct its proceedings in an orderly manner. Such rules shall be conspicuously posted during meetings and written copies shall be provided upon request to those in attendance.

What price should you pay for your fake news rant at the last Council meeting claiming you always abide by the law? **Answer: The general public in attendance at such meeting may inquire of any such persons with regard to any aspect of city governance.**

—Why do you pick and choose between the Sections of the Charter where you can find a self-serving loophole, and the sections that you ignore entirely? **Answer: The general public in attendance at such meeting may inquire of any such persons with regard to any aspect of city governance. What law is being broken?**

**I would wonder why you would believe that the charter is according to you and the manipulation that you try to say is law.**

For example, there is a Charter section that reads: “Prior to submitting any proposed legislation to a vote of the common council at any regular or special meeting, the person serving as chairperson shall suspend the rules of the meeting upon such conditions as he or she may determine to permit comment upon such proposed legislation by any member of the public in attendance who wishes to be heard.” Why have you consistently chosen to never suspend the rules in order to provide the public with the opportunity to speak prior to a Council vote on any proposed legislation? **Answer: The answer is in your own question which I highlighted for you. Also, there is a public comment every meeting which was moved up prior to any votes by the common council and at that time anyone in the public can speak to the resolutions that are going to be voted on. The only instances that this might not occur which is rare is when something is walked on or an item not listed on the open agenda. In which any councilmember if determined that there is a need for discussion or to hear from the public can make such motion.**



## Questions to Corporation Counsel Rebecca Valk:

—Megan Deichler submitted two different so-called “formal” resignation messages to the City, both of which showed no address of any kind, and both of which spoke only to “step[ping] down upon completion of [her] transition [to a new residence]”. If such a letter had been submitted by a member of the public, you would have torn it to pieces. Yet, through your neglect and lack of diligence, Deichler was never required to report in writing the actual date she vacated her 8th Ward residence. Her current real estate listing is not only dated prior to December 31, but clearly shows a vacant house with snow on the ground which, based on local snowfalls, might indicate a vacancy sometime in November. When will you subpoena Megan Deichler’s change of address form filed with the U.S. Postal Service and put an end to questions surrounding her collection of taxpayer money while avoiding an on-the-record statement of the specific date she vacated her 8th Ward address? **Answer: The City does not intend to use its limited resources for the purpose. I first note that I do not subscribe to your statement of wrongdoing by Ms. Deichler. However, the time and expense of this exercise would likely be greater than the payments made to Ms. Deichler during the limited time period you have raised.**

Additionally: What do you suggest I do about the truthfulness gap between not only your lack of diligence regarding taxpayer money paid to Megan Deichler, but also the denial stated in your reply vs. the substance of Megan Deichler’s correspondence?

**Answer:**

**I attach to my response the FOIL requests at issue and my email response. A simple review of these documents reveal that your allegation is incorrect and that you have acted with reckless disregard to the truth. The email in which you claim I was “untruthful” was not made in response to the FOIL request cited by you in your comments.**

**The first document attached is your FOIL request POK-2025-51. In that request, you ask for “All correspondence between the Corporation Counsel’s office and Megan Deichler re: Deichler’s resignation and rescission from her 8<sup>th</sup> Ward Common Council Seat.”**

**The second document is my email response on POK-2025-51 sent to you on January 28, 2025 at 4:15 pm. The FOIL number is included right in the subject line. As you can see, in response to this FOIL I stated “*The communications requested are covered by attorney client privilege and, therefore, exempt from disclosure under FOIL.*”**

**The third document is your FOIL request POK-2025-55. In that request, you ask for “Correspondence between the Corporation Counsel’s office and one or more Councilmembers re process and obligations to fill the 8<sup>th</sup> Ward seat vacated by Megan Deichler”**

**The fourth document is my email response on POK-2025-55 sent to you on Wednesday, January 29, 2025 at 10:08 am. Again, the FOIL number is included right in the subject line. It is in response to this FOIL that I wrote “*There are no documents which are responsive to your request. Even if such a document existed, any legal advice given to one or more councilmembers is subject to the attorney-client privilege and exempt from FOIL.*”**

—On Friday, October 18, 2024 Megan Deichler wrote the following to you (quote):

“Dear Becky, Thank you for sharing this information on the Public Officers law. Given this requirement, I’d like to rescind my resignation, and with Jamar’s consent, I would like to re-submit my letter in early December.”

—I FOILED your correspondence with Megan Deichler about her resignation and you, Corporation

Counsel Valk replied: “There are no documents which are responsive to your request. Even if such a document existed, any legal advice given to one or more councilmembers is subject to the attorney-client privilege and exempt from FOIL.” The Bar has rules about maintaining the integrity and competence of the profession, and that “A lawyer is required to be truthful when dealing with others on a client’s behalf.” I repeat my question: What do you suggest I do about the truthfulness gap between not only your lack of diligence regarding taxpayer money paid to Megan Deichler, but also the denial stated in your reply to me vs. the substance of Megan Deichler’s correspondence?

—As I said at the previous Informational Meeting and repeat today, the City continues to violate the Americans with Disability Act concerning volume on meeting webcasts, the absence of closed captioning, the Council Chair’s failure to instruct and remind and guarantee that speakers speak directly into their microphones (both public and Councilmembers alike). What is the timeline for the City to finally address and remedy these concerns?

**Answer: Without conceding to any of your claims of violations, the City, particularly through the Division of Information Technology, works very hard to continue to make improvements to our website and streaming. I am advised that the improvements to closed captioning have been identified in the 2025 capital plan as a goal of the City. I will not commit to any timeframes on behalf of the Division of Information Technology.**

**Your remaining complaints have been noted.**

### **Questions to Mayor Yvonne Flowers:**

—Please identify the parties that wrote the paragraphs into the Zoning code attempting to revise the terms, conditions and makeup of the Historic District and Landmark Preservation Commission? Did you have a hand in that effort? Do you plan to reintroduce those terms in the future? **Answer: Our Development and Corporation Council departments wrote the revised terms based on our previous conversations on how individuals were using the HDLPC to forward their own personal agenda. No one seemed to care when three Councilmembers joined previous members of the HDLPC to rewrite the conditions and makeup of the Commission when they were trying to stop the Pelton Manor project or seem to exclude certain areas of the city from serving on the Commission. We decided to make changes that mirrored the NYS State Historic District and Landmark Preservation and I support the changes. We will revisit the changes later to determine if they are still necessary.**

—You ran on a platform of “Poughkeepsie before politics” and unifying the city. The court case rulings are very clear to both sides of the aisle: the social media platforms of elected officials are public forums when that platform is used to talk about government issues. I made a very simple, factual comment on one of your Facebook posts that there was existing caselaw establishing that social media posts by electeds about their work as electeds qualify their social media as public forums. In response, you “unfriended” me, and illegally blocked me from your social media, implying that my comment was among comments “unfit” for your family members to read. Isn’t it a supremely political act to block and delete anyone’s critical comments? Is the City being unified by blocking critics? **Answer: Ms. Sandow, the Facebook page you are referring to is my personal page that I created before I even thought about politics. My family, including my grandchildren, and friends go to my page to get updated on what I and the family are doing, community events my family and I host and other family milestones. I occasionally post events I attend in the community and share information that is also shared on our City of Poughkeepsie social media platforms. I “unfriended” you and blocked you because of your continuous verbal attacks since Nov. 2023, when I was elected as Mayor and I have been enduring your lies and verbal abuse since then. You have been linked to my Facebook page for years and I never had a problem with any of your comments, even when I disagreed with them or even when they appeared in a post that was not related to the content of the post. When you approached me near my car, tried to stop me from leaving and verbally attacked me, cursing and waving your fingers in my face in the police parking lot after a community meeting, I realized that you had gone too far. I watched you follow other Councilmembers to the elevators and verbally harass them. Instead of pressing charges against you for instances that go beyond a resident expressing their concerns to an elected official, I was advised to avoid you as much as possible and only interact with you when needed. Your actions toward me are not only inappropriate but a bit disturbing to me and my family, so I decided to stay away from you and not allow you access to my personal Facebook page. You can make as many comments as you wish on the City of Poughkeepsie social media pages, on your own Facebook page and on my Flowers for Mayor Facebook page.**

—You’ve also dismissed and demonstrated hostility toward residents from certain city neighborhoods who’ve shown up and spoken up at City meetings. Don’t all city residents have the right to speak and voice an opinion without fear of retaliation? **Answer: Ms. Sandow, I have not shown any hostility toward any residents from any parts of our city. Everyone has the right to express their opinions at meetings, by email, or by phone calls, but in a respectful manner. I have never made any comments to a resident that made them feel I was going to retaliate because of their comments, and no one has come to me stating they have felt that way. I have defended myself when individuals come to a meeting and use the public meeting as their platform to convey lies about me or my staff and I will continue to do so. I have also made it clear that we live in one city and problems that happen in one part of the city should be a concern for us all. That comment was made when certain individuals expressed that they were not concerned about the issues on the Northside but were only concerned about their own neighborhood.**

—What is the current status of discussions with Sue Serino re: 26 Oakley, and the extent to which those discussions might also revolve around other parcels in the City of Poughkeepsie, including but not limited

to the Vassar-Warner home or any other existing or planned housing development in the c/PK?

Answer: The Common Council, County and my administration are still having conversations about 26 Oakley St. You are already aware based on previous discussions in the Council meetings and community forums that we do not want 26 Oakley Street to be shelter for single individuals but prefer to be a family shelter if the County has no other choice but to move forward with 26 Oakley. We are not having any conversations with the County regarding Vassar-Warner or any other parcels in the City.

—The Mayor is required by the City Charter to provide quarterly reports to the Common Council on the financial condition and operations of the City, and not just report annually. The Charter also states (quote): “The mayor will now be required to provide more frequent reports to the common council, thus increasing transparency into City operations and enhancing the common council’s oversight of the executive branch.” Have you provided these reports in public? Specifically, which reports have you provided and on what dates have you provided these reports?

Answer: You are correct. Financial reports are required every quarter, and the Finance Committee has been reviewing reports from Finance Dept in their Finance meetings on a regular basis. This year the Finance Dept is aware that a quarterly financial report needs to be presented to the Council. In the past, it was reviewed with the Finance Committee but with no formal report to the Council as a whole or to the public. You should see a financial report in late April or early May, showing the financial status of our city as of the 1st quarter.

—For two years in a row I have FOILED the following, and each time received a reply that these required reports do not exist? Why have you repeatedly ignored and failed to require compliance with this Charter requirement?:

Answer: Not sure what FOIL request you are referring to and please note that I have only been Mayor for one year. I am not in my second year!

(Quote): Section 6.03 Annual Reporting Requirement

Not later than the thirty-first day of December of each year, each such committee, commission and board shall submit to its appointing authority a written report of its activities during the year and the status of its objectives. Within forty-five days of his, her or its receipt of such report, its appointing authority shall submit such report to each department, office or other unit of city government to which the charge of such committee, commission or board relates or is directed, if any. The appointing authority shall meet at least annually with each of his, her or its committees, commissions and boards to review its objectives and, if appropriate, to renew or restate its charge in writing.

Answer: The Development Office meets with the Boards and Commissions to review objectives and goals. Each department submits a quarterly report to the Administrator and the Administrator and I meet with the department to discuss their report, goals and objectives.

—What is the status of the final lease with The Governess and who enforces the lease? Currently, The Governess does not have a concession stand as required in the lease. They’ve converted one of the bathrooms to a storage room, and the sign that used to hang on the public deck in front of the restaurant has disappeared—a sign that made clear that the public could use the deck. Which department or departments enforce the lease agreement? Why hasn’t the City acted against The Governess for breach of contract?

—Which department is responsible for enforcing health violations at the Exempt Firemens Association, as documented by a database available through the Poughkeepsie Journal?

**Response from Building Dept:** All health violations would be the health department and nothing to do with my office. I have not even been made aware of any issues at that location.

—How many Councilmembers are members of the private membership club, Exempt Firemen’s Association? How many members of your election slate, who are now City of Poughkeepsie councilmembers, are members of the private membership club, the Exempt Firemen’s Association? How would the public know or be able to police whether discussions about City business by a quorum of councilmembers, including or not included others who might be present, ever takes place at the Exempts in violation of Open Meetings Law? Do such conversations ever take place?

### **Questions to City Administrator Joseph Donat:**

—When I wrote to you after the last Informational Meeting, you replied that I’d had my five minutes and the questions I submitted wouldn’t be answered. [“The City provided those who were unable to receive their five minute allotment of time the opportunity to submit questions in writing after the meeting was adjourned. Due to you being provided the appropriate amount of time to speak, we will not be responding to additional questions or comments at this time.”] These meetings are not about 5 minutes of speaking, they’re about questions and answers. The Council’s twisted new Rule XXIII might even be trying to avoid complete answers with this extract from the Rule, which reads: “Speakers may submit their questions in writing either in advance of or at the informational meeting.”

Is this sentence another act of belligerence meaning that people who do not submit their questions in advance or at the meeting will not have their questions answered?

—When will this City begin to post their legal notices and press releases on the City website so that the public can have easy access? **The City is working to revamp its community outreach efforts. The general public will be alerted as relevant changes are made.**

—What are the future plans for further revising the City of Poughkeepsie website? Will the website be made ADA compliant? What existing links and information will be deleted if/when the website is revised?

**Without conceding to any of your claims of violations, the City, particularly through the Division of Information Technology, works very hard to continue to make improvements to our website and streaming. I am advised that the improvements to closed captioning have been identified in the 2025 capital plan as a goal of the City. I will not commit to any timeframes on behalf of the Division of Information Technology.**

—I am not receiving CivicPlus notifications about Council agenda postings, even though I used to receive them, and am a long-time subscriber to that service. Has the City ever investigated and prepared a study of whether all subscribers are receiving or not receiving the notices to which they've subscribed? What is the remedy for this system failure?

**The City is looking into this matter and will be certain to address any issues discovered.**

—I understand from one Council meeting that this City is finally working on a 311 system, something I suggested as long ago as 2015, long before you arrived in this City. At your request for suggestions, I suggested 311 to you in person once you arrived, when you attended a meeting also attended by Nathan Shook. I appreciate that there was recently a passing reference to the City looking into a 311 system. Will you be providing further details, as well as acknowledging and crediting that my repeated efforts re: 311 have played a part in hopefully bringing it into existence in the City of Poughkeepsie ?

**The City will credit all relevant stakeholders who assisted in setting up the program once it is up and running. We expect the system to be operational within the next several months and will share additional information regarding such as the rollout date approaches.**

—What buildings are registered as vacant, abandoned and/or blighted in the City of Poughkeepsie, and where can the public find a complete listing and registry of those buildings and parcels and their designation as vacant, abandoned and/or blighted?

**Response from Building Dept: I have never created or maintained a list of such properties, Section 6-39 that sets all requirements for vacant and abandoned buildings only requires me to maintain a list of any property that I have declared abandoned. I don't declare a building abandoned just from it being registered vacant. All vacant building registrations are entered into my permitting/inspection software but don't generate or create a report of such properties.**

—What is this City's policy about clawbacks regarding breach of contract? Where is the enforcement regarding contracts and breach of contracts, for example, in the case of The Governess, which does not have a concession stand as required, or the 566 Main Street parcel that was on last month's Council agenda? **Answer from Corp Counsel: There is no one stated policy. Any claim that a particular party is breaching a contract with the City requires an evaluation of the issues in the contract, the time and expense of litigating, whether the parties are willing to discuss an alternate resolution etc. and the City decides a course of action after that evaluation. Many times the parties can discuss a resolution to the disagreement and/or a correction of the issue.**

**As you are aware, 566 Main Street's request for an amendment was not advanced at the Council. They have been advised and the City will decide the next appropriate course of action after we receive a response regarding that owners intentions.**

**Re: the Governess: The "Concession Stand shall be operated on the South side outdoor dining terrace, with direct access to ordering." (License Agreement at pg. 1) As it will be operated on the outdoor terrace, it would be operating in the warmer weather when the parks are in highest use. If the concession stand is not operating this Spring, then I believe we will discuss it with the operator.**



—What efforts have been made to establish a publicly-available and accessible record of vacant and abandoned buildings that are blighting various areas of the city? Blight can be applied across a wide spectrum, with many of those buildings sitting unused for long periods of time despite being in perfectly good condition or, on the other side of the spectrum, in the case of some developers who are waiting for the buildings to qualify for demolition by virtue of neglect.

Response from Building Dept: as stated above there has never been anything asked of my office to do such a report. So I have made no efforts in to creating such records.

—The City Charter requires the head of each department, office or unit of the executive branch to be subject to the same residency requirements as the city administrator if so prescribed in the administrative code. Is your primary residence as City Administrator located in the City of Poughkeepsie? **Yes**. Is that residence address registered with the Board of Elections? **Not at this time**.

**Questions for each Councilmember, to be answered completely, fully and individually by each Councilmember:**

—Why did you, as a Councilmember choose not to post the vacancy and request that qualified members of the public submit letters of interest and resumes? Did you, a Councilmember, engage in a vote during a closed-door caucus meeting regarding selection to fill the 8th Ward vacancy? How many votes were taken and what were the outcomes of each vote?

—I’ve recently written twice to all Councilmembers and received neither acknowledgment nor reply on either occasion. Why did you, as Councilmember, neither acknowledge or reply to either of these?

1) On Thursday, December 26, I wrote: “Dear Councilmembers and Chamberlain:

Please be advised that, in the current absence of a public posting to fill 8th Ward Common Council seat vacated by Megan Deichler, I am writing to put it on the record that I desire to submit an application to fill that seat. I look forward to the public posting, and will follow up with a formal application as soon as the process is posted to the public.

2) On Friday, February 7, I wrote (to Corp Counsel Valk; Lori Garcia, Planning Board, and all Councilmembers): “Regarding Lot #151783 South Hamilton Street, Owner/Applicant: O'Neill Group Hamilton LLC. At the Common Council's February 4 meeting, you stated the following: “So I just want to caution all members of the Common Council that if you feel that you want to voice an opinion on this matter, that needs to be done in the planning board meeting on the open record, because to have discussions with the Planning Board members individually would be an ex parte conversation which would actually subject any potential action to a lawsuit. However, the opportunity for public comments about this project no longer exists at Planning Board meetings. Public comments about this project have already been closed by the Planning Board, which also set a deadline of Tuesday, February 11 for submission of written comments. Given these circumstances, please make public how any Common Council can offer their opinion on the open record.”

—How would the public know whether you even read correspondence sent to you? If you do read your City email, please explain why you don't acknowledge or reply. How often do you ignore correspondence from other City residents?

—Public monies were used by Councilmembers to travel to and attend both the February 2024 and 2025 NYCom meetings in Albany. How much were you reimbursed, and for what expenses? Which specific class or classes did you, as Common Councilmember, attend at that meeting? Were records of class attendance submitted to the Finance Department?

—Do you, a Councilmember, diligently read and understand the entirety of each Council meeting agenda packet in advance of the meeting? In advance of agreeing to sponsor a resolution? In advance of agreeing that the item be placed on the Council's consent agenda? Have you, as a councilmember, ever communicated the substance of each resolution to your constituent PRIOR to agreeing to the item being included as part of a consent agenda?

—Each councilmember: what was the date of your last ward meeting? How do you, or do you ever, communicate with your constituents about policy decisions in advance of voting at Council meetings? Have you ever held a meeting where you were the sole presenter, making a presentation and answering constituent questions about your voting record at City meetings and the absence of a consent agenda policy?

—Each councilmember: which stipends, benefits, reimbursements and ward funds do you receive in addition to your annual salary and in what amounts? How, and to who, have you distributed your ward funds during your terms of office?

### **Response from Councilmember Ondie James:**

Ms. Sandow,

Yes, I did attend the NYCOM Conference in 2024 & 2025..

I've attached Verification of credits, and Agenda/Sessions etc. from the recent Legislative Conference in February 2025

Yes, I do read and review the Council Meeting Agenda Packet prior to Council meetings .

Most resolutions are discussed and reviewed thoroughly over time, before it is voted upon .

via public participation, caucus, meetings etc. Our constituents are able to voice concerns, and ask questions at the public hearings, ward meetings, anyone can inquire about presentations regarding various issues, and requests for implementing certain resolutions as well.

The date of my last ward meeting was March 29, 2025. My constituents know they can converse freely, about any concerns, and ask questions they may have about policies etc. at my meetings. If I don't have all of the info or answers needed , I forward the issue, and direct them to the qualified person in administration, or department to help and assist. See attached ward flyers from March & January .. Normally it's once a month .

I receive a stipend for this council position , not a salary .



During my 1 year and 1/2 term I have supported outreach organizations in Poughkeepsie that advocate and serve the homeless, providing food, resources, youth programs, trips, travel , sports & athletic activities — summer and afterschool programs, reading & literacy in the PCSD, mentorship initiatives, collaborations with community leaders for city events.. Back to School Giveaways, Educational & Cultural events, theater projects and the arts for our youth, advocacy for child abuse prevention, seniors ,families, veterans etc.

### **Response from Councilmember Nathan Shook:**

There was no requirement to post the vacancy. Filling the vacancy was discussed during a caucus meeting. There was one vote taken during the common council meeting.

I make every effort to timely respond to the correspondence that is sent to me. Admittedly, there are times when I have missed an email or replied later than I should have.

I did not attend the NYCom meetings

—Do you, a Councilmember, diligently read and understand the entirety of each Council meeting agenda packet in advance of the meeting? Yes In advance of agreeing to sponsor a resolution? **Yes** In advance of agreeing that the item be placed on the Council's consent agenda? **Yes** Have you, as a councilmember, ever communicated the substance of each resolution to your constituent PRIOR to agreeing to the item being included as part of a consent agenda? **Yes** —Each councilmember: what was the date of your last ward meeting? **May 29, 2024** How do you, or do you ever, communicate with your constituents about policy decisions in advance of voting at Council meetings? **Phone, email or in- person discussion** Have you ever held a meeting where you were the sole presenter, making a presentation and answering constituent questions about your voting record at City meetings and the absence of a consent agenda policy? **I usually have additional speakers who are qualified to speak on a particular City issue.** —Each councilmember: which stipends, benefits, reimbursements and ward funds do you receive in addition to your annual salary and in what amounts? How, and to who, have you distributed your ward funds during your terms of office? **The amount of ward funds allocated each year and how they have been disbursed is maintained by the Finance Department. Some of these disbursements have included various youth programs, Porch Fest and the pending construction of a welcome sign at Academy St.**

### **Response from Councilmember Sakima McClinton:**

I was appointed January 2025 since then I have held 1 ward meeting in March 2025 and have another scheduled in April 2025.

I attended NYCOM in Albany NY in February 2025 and attended classes and meetings for the duration of 3 days including a visit to the governors mansion in Albany.

As for ward funding I support various activities including youth programming, reading initiatives, sports for youth, community events and other areas to support the people of the 8th ward and entire city.

### **Response from Councilmember Terracina Brown:**

No comments other than to provide you with an invitation to join the Fireman's Exempt to learn more about the organization and the great work it does.

### **Response from Councilmember Nedra Patterson Thomspson:**

Good afternoon,

As per Rules of Conduct and Procedure, Rule II upon vacancy we have 30 days to vote as a majority to fill said vacancy. We voted on the vacancy of the 8<sup>th</sup> ward and the majority choose who they believed to be the most qualified. The vote was taken on the floor during a regular meeting and was documented at that time.

I am attaching a copy of my business card in order for you to contact me if you have a question or anything you may have particularly for me. I make it my business to contact anyone who contact me as per the Sun Down Rule, unless you contact me after Sun Down.

Money that has been budgeted for training was used for me to attended the Mandatory Councilmember training at NYCOM Winter Legislative Meeting. You can use NYCOM website to learn about NYCOM. One of the most valuable services NYCOM offers is the Legal and Financial inquiry service, equally important is the partnership between the state and local government.

My last Ward meeting was joint with 8<sup>th</sup> Ward last month.

**VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:**

**VII. REPORTS OF COMMITTEES AND BOARDS:**

**VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:**

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

| Motion to Approve Consent Agenda |                                                                                                                                                                                                                                                                                                        |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Yes/Aye:</b>                  | 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, Council Member At-Large Wilson, 8th Ward Councilmember McClinton |
| <b>No/Nay:</b>                   | None                                                                                                                                                                                                                                                                                                   |
| <b>Abstain:</b>                  | None                                                                                                                                                                                                                                                                                                   |
| <b>Absent:</b>                   |                                                                                                                                                                                                                                                                                                        |
| <b>Result:</b>                   | <b>Passed</b>                                                                                                                                                                                                                                                                                          |

1. **R-25-34**, Bond Resolution Authorizing the Reconstruction of Washington St Bridge and Garden St Bridge.

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:

Official Minutes of the Common Council Meeting of April 15, 2025

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:  
Commissioner of Finance Joseph Vita

The following resolution was offered by Councilmember Terriciana Brown, seconded by Councilmember Ernest Henry, 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

Official Minutes of the Common Council Meeting of April 15, 2025

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

Official Minutes of the Common Council Meeting of April 15, 2025

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 Yes |
| Councilmember Earnest Henry            | VOTING Yes |
| Councilmember Evan Menist              | VOTING Yes |
| Councilmember Terriciana Brown         | VOTING Yes |
| Councilmember Nathan Shook             | VOTING Yes |
| Councilmember Ondie James              | VOTING Yes |
| Councilmember Christopher Grant        | VOTING Yes |
| Councilmember Nedra Patterson Thompson | VOTING Yes |
| Councilmember Sakima McClinton         | VOTING Yes |

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 15th 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%



**2. R-25-35, Bond Resolution Authorizing the Lead Service Line Inventory Project**

**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 Terriciana Brown, seconded by Councilmember Ernest Henry, to wit;

**BOND RESOLUTION DATED APRIL 15, 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

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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

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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. R25-35 was duly put to vote on a roll call, which resulted as follows:

|                                        |            |
|----------------------------------------|------------|
| Councilmember at Large Da 'Ron Wilson  | VOTING Yes |
| Councilmember Earnest Henry            | VOTING Yes |
| Councilmember Evan Menist              | VOTING Yes |
| Councilmember Terriciena Brown         | VOTING Yes |
| Councilmember Nathan Shook             | VOTING Yes |
| Councilmember Ondie James              | VOTING Yes |
| Councilmember Christopher Grant        | VOTING Yes |
| Councilmember Nedra Patterson Thompson | VOTING Yes |
| Councilmember Sakima McClinton         | VOTING Yes |

The foregoing resolution was thereupon declared duly adopted.

Approved: April 15, 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:

### BOND RESOLUTION DATED APRIL 15, 2025

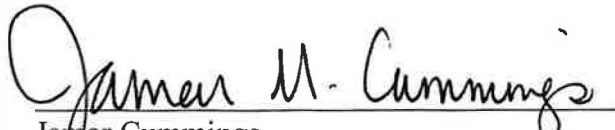
A RESOLUTION AUTHORIZING THE LEAD SERVICE LINE INVENTORY PROJECT, AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$453,300 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE A PORTION OF THE COST THEREOF, AND DELEGATING 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 15th 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, 3<sup>rd</sup> 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](mailto: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](mailto: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](mailto: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)

**3. R-25-36, Resolution Authorizing Implementation and Funding of the Garden Street over Fall Kill Creek Bridge Replacement**

**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**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OSC Contract #:</b> <u>D036275</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Contract Start Date:</b> <u>3/18/2019</u> (mm/dd/yyyy) <b>Contract End Date:</b> <u>8/30/2028</u> (mm/dd/yyyy)<br><input type="checkbox"/> Check, if date changed from the last Schedule A |
| <b>Purpose:</b> <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                               |
| <b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Poughkeepsie<br>Other Municipality/Sponsor (if applicable): _____<br><br><input type="checkbox"/> 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><br><div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: _____ % of Cost share<br/> <input type="checkbox"/> Municipality: _____ % of Cost share<br/> <input type="checkbox"/> Municipality: _____ % of Cost share       </div> |                                                                                                                                                                                               |
| <b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals<br><input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                               |
| <b>Work Type:</b> BR REPLACE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>County</b> (If different from Municipality): Dutchess                                                                                                                                      |
| (Check, if Project Description has changed from last Schedule A): <input type="checkbox"/><br><b>Project Description:</b> PIN 8761.96 (BIN 2262680) Garden Street over Fall Kill Creek Bridge Replacement, City of Poughkeepsie, Dutchess County                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                               |
| <b>Marchiselli Eligible</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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                                                     |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                             | \$4,811,695.00 | \$3,670,315.00 | \$103,380.00 | \$1,038,000.00 | \$ 0.00                                                    |

NYSDOT/State-Local Agreement – Schedule A PIN 8761.96

|                                            |         |
|--------------------------------------------|---------|
| <b>B. Local Deposit(s) from Section A:</b> | \$ 0.00 |
| <b>Additional Local Deposit(s)</b>         | \$0.00  |
| <b>Total Local Deposit(s)</b>              | \$ 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         |

|                                                                                        |                                                                |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b> | Name: <u>Danielle Rispoli</u><br>Phone No: <u>845-431-5724</u> |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------|

*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.
- 
- 
- 
- 
- 
- 
- 
- 
-

## **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](mailto: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



**4. R-25-37, Resolution Authorizing Implementation and Funding of the Washington Street over Fall Kill Creek Bridge Replacement**

**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

Official Minutes of the Common Council Meeting of April 15, 2025

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 \_\_\_\_\_.**

[illegible]

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

Official Minutes of the Common Council Meeting of April 15, 2025

necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Poughkeepsie, New York, this  
16th day of April 2025.

PIN 8759.83

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Clerk, City of Poughkeepsie

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/C** 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**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OSC Contract #:</b> <u>D035976</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Contract Start Date:</b> <u>7/10/2018</u> (mm/dd/yyyy) <b>Contract End Date:</b> <u>4/1/2028</u> (mm/dd/yyyy)<br><input type="checkbox"/> Check, if date changed from the last Schedule A |
| <b>Purpose:</b> <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                              |
| <b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Poughkeepsie<br>Other Municipality/Sponsor (if applicable): _____<br><br><input type="checkbox"/> 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><br><input type="checkbox"/> Municipality: _____ % of Cost share<br><input type="checkbox"/> Municipality: _____ % of Cost share<br><input type="checkbox"/> Municipality: _____ % of Cost share |                                                                                                                                                                                              |
| <b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals<br><input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                              |
| <b>Work Type:</b> BR REHAB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>County</b> (If different from Municipality): DUTCHESS COUNTY                                                                                                                              |
| (Check, if Project Description has changed from last Schedule A): <input type="checkbox"/><br><b>Project Description:</b> Washington Street over Fall Kill Creek Bridge Rehabilitation (BIN 2262670), City of Poughkeepsie, Dutchess County                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                              |
| <b>Marchiselli Eligible</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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                                                     |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                             | \$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>B. Local Deposit(s) from Section A:</b> | \$ 0.00 |
| <b>Additional Local Deposit(s)</b>         | \$0.00  |
| <b>Total Local Deposit(s)</b>              | \$ 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        |

|                                                                                        |                                                              |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b> | Name: <u>Giselle Conrad</u><br>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)

- [illegible]

## **APPENDIX A**

# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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



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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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.

**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

## Official Minutes of the Common Council Meeting of April 15, 2025

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 15<sup>th</sup> 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](mailto: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**

10

# Multi-Modal Project Agreement – Schedule A for PIN : \_8MS154.30A\_

Page 1 of 2

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, &amp; Columbus Drive

From: Columbus Drive

To: Mansion Street

Project Owner/Operating &amp; 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 |                     |
| <b>TOTAL</b> |                                                                                            | <b>\$150,480.00</b> |

## Multi-Modal Project Agreement – Schedule A

Page 2 of 2

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

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

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

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 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>              | <input type="checkbox"/> |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Smart Growth Attestation (NYSDOT ONLY).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>              | <input type="checkbox"/> |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input type="checkbox"/> |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input type="checkbox"/> |
| 6. Obtain aerial photography and photogrammetric mapping.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7. Perform all surveys for mapping and design.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 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. | <input type="checkbox"/>              | <input type="checkbox"/> |
| 9. Perform landscape design (including erosion control).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>              | <input type="checkbox"/> |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>              | <input type="checkbox"/> |

| <b><u>Phase/Sub-phase/Task</u></b>                                                                                                                                                                                                                                                                                                                                                    | <b>Responsibility: <u>NYSDOT</u></b> | <b><u>Sponsor</u></b>    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------|
| 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.                                                                                                                               | <input type="checkbox"/>             | <input type="checkbox"/> |
| 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.                                                                                                                                                                         | <input type="checkbox"/>             | <input type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations.                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>             | <input type="checkbox"/> |
| 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.                                                                                           | <input type="checkbox"/>             | <input type="checkbox"/> |
| 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. | <input type="checkbox"/>             | <input type="checkbox"/> |
| 16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately-owned Utilities</li> </ul>                         | <input type="checkbox"/>             | <input type="checkbox"/> |
| 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.                                                                                                                                                                                              | <input type="checkbox"/>             | <input type="checkbox"/> |

## **A2. Right-of-Way (ROW) Incidentals**

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

| <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. <b>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.</b> | <input type="checkbox"/>      | <input type="checkbox"/> |
| 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.                                                                                                                                    | <input type="checkbox"/>      | <input type="checkbox"/> |

## **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. <b>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.</b> | <input type="checkbox"/>      | <input type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>      | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>      | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>      | <input type="checkbox"/> |
| 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.                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>      | <input type="checkbox"/> |
| 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.                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/>      | <input type="checkbox"/> |
| 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.                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>      | <input type="checkbox"/> |



**C1. Advertise and Award Preparation**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                   | <u>Responsibility: NYSDOT</u> | <u>Sponsor</u>                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------|
| 1. Advertise contract lettings and distribute contract documents to prospective bidders.                                                                                                                      | <input type="checkbox"/>      | <input checked="" type="checkbox"/> |
| 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). | <input type="checkbox"/>      | <input checked="" type="checkbox"/> |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.                                                                                                 | <input type="checkbox"/>      | <input checked="" type="checkbox"/> |
| 4. Compile and submit Contract Award Documentation Package.                                                                                                                                                   | <input type="checkbox"/>      | <input checked="" type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers.                                                                                                                                         | <input type="checkbox"/>      | <input checked="" type="checkbox"/> |

**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. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Review and approve all shop drawings, fabrication details, and other details of structural work.                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**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.                                                                                                                                                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9c. For projects that fall under both 9a and 9b above, check boxes for each.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                     |

| <b><u>Phase/Sub-phase/Task</u></b>                                                                                                                                                                                                                                                                                                             | <b>Responsibility: <u>NYSDOT</u> <u>Sponsor</u></b> |                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------|
| 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.                                                               | <input type="checkbox"/>                            | <input checked="" type="checkbox"/> |
| 11. Administer all construction contract claims, disputes or litigation.                                                                                                                                                                                                                                                                       | <input type="checkbox"/>                            | <input checked="" type="checkbox"/> |
| 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. | <input type="checkbox"/>                            | <input checked="" type="checkbox"/> |

## **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](mailto: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<br>(Architectural/Engineering) | 13.00% | 13.00% | 6.00% |
| CN: Construction                                            | 7.00%  | 11.00% | 6.00% |
| SC: Services/Consultants<br>(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: \_\_\_\_\_

**IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:**

**X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:**

**XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:**

**XII. MAYOR'S COMMENTS:**

Yes Well, I just want to address a couple of things.

One, I know it came up, it keeps coming up about my Facebook page, we've been going back and forth on this, it's only one particular person that I blocked, and yes, I did block her, because I'm getting tired of being harassed, and that was in my face, anywhere I go, and so the thing is, is that I was advised to stay away from this person, so I got tired of this person trolling my page. Which is the same page that my grandkids are on and my friends.

**Chairman Wilson:** Please do not yell out, please do not yell out.

**Mayor Flowers:** ...Comes down to it and say, I'm gonna ask you to stop.

So the thing is, is this woman comes up here and she continues to say what she wants to say, but then she doesn't like when anybody defends themselves on it.

So either way, I do admit, yes, I did.

And I'm really getting tired of the harassment that has been going on since day one that I got elected in this position.

And I've been trying to stay away from you. And even when you do, you have harassed myself along with other council members, and it's uncalled for, you know, and I'm tired of it.

So there's only so much to do, and to the point when you attack me verbally in the parking lot there, I should have had you arrested. But I decided not to do that.

But either way, it doesn't matter because I'm not going to go back and forth with you because no matter what we do, you're going to continue to keep spitting out what you call your truth out there on the mic.

So I just want to put this out there, make sure people understood that part of it.

Another thing that came up about - but I have to say, Councilwoman McClinton and Patterson Thompson, thank you for continually giving us information. We've been

talking with individual groups out there, so we've been sharing information. I've also have shared information in regards to the legislation that we had that was passed in 2016.

I've let people know about what our police officers do. We brought, asked our police officer to come forward so they can also explain what their role is. If someone commits a crime and they're fingerprinted, There is nothing we can do about it. It goes into a system, and if home - what is it? - Homeland Security, they're watching it.

If they come in to do anything, that's not very much that we can do about from what we were told.

Our police department gets involved when there's a judicial warrant. For anything else, they do not get involved in it, and they've been very adamant in telling people exactly what their role would be. So we've been putting it out there. We're not going to be sharing other people's stuff on our page.

We will be putting some work in with individual groups that are out there, because we have to be careful of information we share out there that's given from other groups.

So it's something that we can discuss and talk a little bit more about what information we can put out there for people who are not, you know, doesn't watch our meetings or don't look at some of our Facebook pages.

So we will continue to have those conversations. I mean, I just.. I'm going to be honest with you, I just wasn't really broadcasting a lot too, because of the fact that some municipalities, when I've talked to their leaders, have brought attention to their municipality. So, we've been doing a lot of individual conversations with individual groups in churches that have been working with individuals in regards to helping them navigate through all this. I mean, because parents are really concerned the fact if they get taken away, their kids are left here.

So we've had conversations even with our county executive about how to handle some of our children who are gonna go through this, have to deal with the mental impact that they're gonna have to do with if their parents get taken away.

So we have been working behind the scenes and trying to work with individuals. We've also been talking with our Attorney General, Letitia James, because she's been traveling to different places.

Council Member Grant was on that.

I know he mentioned about trying to do something maybe in public and we invite her to come.

Some municipalities have chose not to do it because people won't show up because they're afraid that someone's going to come and get them as they come to these



meetings.

So we're trying to find out how to navigate through this but making sure that people understand that as far as the city is concerned, that if they're a victim of a crime or they didn't want to report a crime, that they can work with our police department, that we're not working with any federal agents to get them removed if they do come. So, that is some conversations that we've been having continuously and we'll continue to do that as well.

As far as the city administrator is concerned, I mean, the person just brought up, you know, personnel issue.

The thing that came up in regards to our city administrator, and, yes there was a particular person that did apply for it. The person that I did chose was Joe Donat and he's highly qualified. He was a city administrator, he also has a lot of experience in government and as far as I'm concerned the City of Poughkeepsie has a lot of challenges and and I need to have people that are around me that actually has that experience because there's some things that we're tackling that haven't been tackled before. So I need people who have that experience and who is willing to dive down into those trenches and work alongside me and getting work done and he's been doing an excellent job So I'm, not really sure why his name came up tonight but, I just have to say that I am happy with the decision that I made every person that was in that last round was qualified, but Mr.Donat has the knowledge and experience that I was looking for. So that was a choice that I went forward with and I don't regret that choice at all. So, I just want to put that on record as well.

Councilmember Ondie James brought up about the youth leadership and government.

I'm really happy to see the youth that want to be involved in this program and we had a really good discussion, you know, to council members that were able to come. Nedra Thompson and also Ondie James talked with the students. They really enjoyed that and we want to see more councilmembers come to these meetings and talk with them because they felt really good sitting up here today as if they were councilmembers. So, this was our first meeting and we're going to do some things with them to get them more engaged in not only just in their community, but in government to see if this is something that they want to do in the future because at the end of the day, we were all doing amazing work out here, but we also need to start on working on building that next generation of leaders. So, I think this is a great program that we decided to do and it's just nice to see their excitement and want to be involved. So, I'm looking forward to working with you all and with these individuals.

I also want to mention that our county legislator, Randy Johnson is working with the Office of the Aging. He contacted me yesterday in regards to going to the different senior complexes. I guess they have an RV. So, he'll be reaching out to the councilmembers to, kind of, discuss about coordinating some efforts at these particular sites, because you know many of our seniors don't really come out but want to be able to bring some services and some activities to them. So, I told them I will mention it so

that way you are aware of it.

It was also brought up about Mr. Geoffrey Canada coming to Poughkeepsie. I'm really looking forward to that partnership with the Harlem's Children's Zone and, you know, working with the Children's Cabinet and working with [inaudible]. I think we're really going in the right direction when it comes down to servicing our youth and ensuring that they have the supports on the things that they need in order to thrive in the City of Poughkeepsie and their families.

Also too, there was a community breakfast that was at Marist University last week, so I want to congratulate Julie Reese and Geraldine Layborn from Day One, and also Kristen Jones from Sparrows Nest that they were all honorees over there, so I do I appreciate the work that they're doing, not only just in Poughkeepsie, but throughout the Hudson Valley.

Also, the Kwanzaa Club had a poster contest that were, they had a children's art exhibit and it was really nice and at the train station. So, if you get a chance, I'm not sure, I think they're still there, the artwork. But if you go there, you'll see a picture of, she's like seven or eight years old, they did a picture about being a police officer and how much she loves police officers. And so, she along with three other officers, Belinski, Collins and Edridge, all came down to surprise her. So, I took a picture with her in front of her poster. She was so happy. So it was just so nice to see our three female police officers standing next to this young girl who is aspiring to be a police officer. So, it's nice. And the artwork was me in the future. So if you see all the artwork that these kids did, it's really inspiring. So, if you get a chance to, please go down and see it.

Also, I participated in a New York State Political Science Association event at Vassar College. And so they invited myself and Lieutenant Governor Delgado, and it was a really good discussion in regards to what we're going through with this political climate today. So, I thank Dr. Bradley along with the association for inviting us to have those discussions. And, also, the students who seemed to be very engaged.

Also, too, there is an Easter Egg Hunt this Saturday from 10am to 12pm in Waryas Park. It's a free event and all are welcome. It's something that we do every year. My father started decades ago, so if you're available, just come on over. It's going to be a long day, because after the Easter Egg Hunt then it's a baseball parade. So, if you're available, please come down and bring the kids down. I think it's going to be a really fun event.

And then, one last thing, it also came up about the lead pipe replacement. And, Mr. Cooper, thank you so much. I was on the city council when you came forward. And also Daniel and some of the individuals from For the Many came forward in regards to lead pipe replacement giving us, educating us more about what we need to do and, you know, what the other risks are. One thing I do have to say is that I know it came up about, yeah, there's grants out there. I'm not sure what happened with the previous administration. I know when I got here, there were people telling us there were grants go look for them, but no one came forward to say "these are the grants that are available". And I do have to thank a couple of mayors that reached out to me and encouraged me to go to the US Conference of Mayors because when I went there, that

is when I found out about all of the grants that were out there available and what we had to do to become eligible for it. I'm going to tell you, Dr. Martinez and also Rich DuPilka and Joe Kane and Joe Chenier, they all did workshops. You all had to do boot camps, we had to do a couple of them. And what happened is there were things that we had to do to become eligible for that. So the thing is, it's really nice when you're pushing, you know, something that we need to do. But, if you have information that we can pursue even more, so, please let us know because, again, you notice that this is a very big project and everyone is scrambling throughout the country trying to figure out how to do this project and also to figure out, you know, where they are going to get the funding.

So, I just appreciate your efforts, but also too, if you know any resources, please share that with us because people were constantly saying what you need to do, but they weren't really giving us much of an avenue. And I think our elected officials should have been also doing that as well. So, more people are getting involved in helping out with that. So, we're being very aggressive looking into every year, like now, we've put in 15 projects for that to happen. So, thank you for your efforts, but if you can continue on and find something out there, let us know other places that were very successful with it because some of them that we're following up with found out that we can't do what they did because things have changed or the ruling has changed, I guess, so I just wanted to put that out there.

I think that's it Chair. I had a list here and I think I checked off everything. So, thank you.

### **XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:**

First, I want to thank everybody that came out to participate in public comments, those that were watching too.

Congratulations to the youth for the Youth Advisory Committee that they'll be part of.

Congratulations, to Little League for starting up pretty soon. Flag football has started also.

We will also tomorrow, myself, the mayor and several others will be part the prolific circle panel at Vassar College, the Vassar Institute for Liberal Arts.

The room is 165. Starting at 6 p.m. to 8 p.m. There's still room to register. You can discuss with the Chamberlain or go on to the site that's been posted on The Buzz and on Facebook and go on the site for that.

Of course, I just want to address some of the things that have been coming up, and this will be my last time addressing some of these issues because it's been discussed before.

First, let's be clear. I'm going to use a script. Most people that might not know, I don't usually use a script and most people will know why after tonight.

Let's be clear here, to hide something in the consent agenda that is only brought up at the time of the meeting is the only thing that the public sees is disingenuous. The

Chamberlain can confer at any time we ask or any items written or read that are not on the consent of agenda, correct? Second, if one of the council members does not agree with the consent agenda items, they are allowed to ask for it to be put on as an action item and open for discussion amongst all council members if they have not been able to see the consent or that the item is not something that they agree with. Council member Menist, you are the most senior council member here, is that correct?

**Councilmember Menist:** That has been the practice of this council. Thank you. If the constituents of certain boards have concerns that the council members should bring up and will either decide to leave on consent or action agenda, Vice Chair Shook, has that been your experience as the Vice Chair now for the past two administrations?

**Vice Chair Shook:** It has.

**Chair Wilson:** And as a Fourth Ward representative, which is one of our most affluent areas where there are concerns, do they reach out to you specifically?

**Vice Chair Shook:** Yes, they do.

**Chair Wilson:** So why would this council consider still focusing on a self-delusional idea or ideology that we're hiding behind the consent, for what? There's nothing to hide, the resolutions are posted and when they are, and I quote, once again, written on the printed agenda.

The Chamberlain, I want to say, I commend to you, most of the time, 90% of the times, you have those agendas out before the weekend.

**Chamberlain Cummings:** Thursday by noon is the goal.

**Chair Wilson:** Thursday by noon, every single thing spelled out in the agenda. So there is nothing to hide. Individuals will say that they were on the Salary or the Charter Commission, and that gives them the authority to know all of the things about their charter. I myself mentioned one time that I was on the ZBA. I also was the ZBA Chair. Chamberlain, have you been able to confirm those appointments?

**Chamberlain Cummings:** Yes, sir.

**Chair Wilson:** When I spoke this up, the person then replied, was that under the Tkayzik administration? I said yes, and they said, oh, that doesn't count. The Charter Commission was under when Tkayzik was moving out, and that is what they quote. Self-proclaimed advocacy is one, and not just a thing at this meeting, they're becoming a thing across the school, county, district, city. And the interesting thing about it is, a lot of complaints are being brought out there, but no solutions. A lot of things are being brought out there but there's no answers.

I remember when I was young, there was stories that were told to me. One of them in particular was called Chicken Little. I think everybody should have heard of that. And we

know the difference between Chicken Little and Paul Revere, I would hope.

Now moving on to more important things. The mayor gave us a State of the City address. Was that impactful? Full of people at the Bardavon representing all different parts of the city. I guess, the mayor, as she took us down memory lane and then gave us visuals of the work that has been done and continues to be done with the vision of the rebirth of the Poughkeepsie downtown area. To also highlight and working with developers to shift the status quo and push the envelope on the way they invest and develop in Poughkeepsie. The mayor also stressed making sure that we are addressing the infrastructure of the city as well. The mayor laid out future projects and plans to improve the city. The mayor also stressed the importance of working with the school district and the Children's Cabinet to take on the mission of the Cradle to Career investment in our family's future, which you heard earlier, with the champion himself, Geoffrey Canada, and those that got to attend. And if you didn't, please watch the replay where he specifically said, he believes in Poughkeepsie and if Poughkeepsie shows up, he will show up. And that is not just the words from a regular person. This is someone that is sought out throughout the nation and countries and have met with past presidents and current presidents about the future education and redeveloping families in the city and all throughout the country. So, for him to say that in Poughkeepsie means a lot.

I guess in between being visible and present everywhere, Madam Mayor, securing grants and funds to the city to make sure that the personal page, your personal page on Facebook is more important. Because last I checked, when I saw your page before the mayor, it's the same page you had as the mayor. So, that is your personal page, not the City of Poughkeepsie page, but I guess you're supposed to focus on that and who's being blocked and who is not being blocked.

The mayor has also partnered with Attorney General Letitia James to make sure that these fentanyl dealers are going down, and that is what they are. I want to commend the police department and the task force for not only stepping up, but making sure that we're not having it in our city. These fentanyl dealers need to go down. They need to pack up and retire, get a job at UPS. The task force is out. They are working, and if you don't like it, then stop selling your garbage to our people. Stop selling your garbage to our communities. Stop selling that garbage around young people. If you think it's easy money, money will go into making it hard for you to get that money. More cameras, more lights. Citizens, keep calling the tip line. Don't stop. You shouldn't have to put up with that in your neighborhood.

Call, call, call.

Email, email, email.

There are shootings that just happened recently at Malcolm X Park. That means shootings where babies were. Who wants to be the one to deliver that message? Like what happened in our brother city of Newburgh where one of the 12-year-old just got

shot. And, once again, you think the mayor has time to be worried about tagging antagonists on her Facebook. I guess this is something different.

In regards to passing tenant rights and good cause eviction was the fact that people up here have either had to face the same issues or families and friends have experienced these issues. These are things that do not need to be convinced. Not only do we want to do the right thing, we want to make sure we do it in the right way, which takes proper preparation, which allows for proper performance. And I commend all of our council members for passing those things. We as a council and we as a city need to focus on what the citizens want more. Trees and greenery for better quality air. That's why who better to be on top of the tree game but our own environmentalist, Evan Menist. Seems fitting for his name – environmentalist Evan Menist. I'm just saying.

**Councilmember Menist:** Thank you. Thank you very much.

**Chair Wilson:** We have to focus on Oakley Street and making sure we are legally doing what's necessary for the best outcome so we needed to shake things up with the county, shake things up. Whom do we have better to shake things up? Our very own Vice Chair Shook. And that's exactly what him and Councilmember James did. Shake things up to the county. Bringing up the issues, making sure that we didn't just get railroaded for this Oakley Street project. As a team, we have now been able to bring them back to the table.

We focus in on mental health. Many of you have witnessed this. There's a serious issue as you can see often in these very chambers. Instead of just one council member, we have one better than the majority, Thompson-Patterson, who has been advocating this for before she became even on the city council. She would be at school meetings, she would be all over before talking about mental health. And then we also added to that team for the same issues and they allied together not only a former Captain in U.S. Military, West Point grad McClinton, also making sure our veterans are not forgotten and working on making sure they are getting the right acknowledgment as you will see soon coming the banners up and down Poughkeepsie. Why? Because she's also a former commander of the VFW post right here on Violet Avenue.

We also are focusing on our churches and making sure that they are taken care of. The conditions on the streets and around the building and then who better than that than our very own mother, Councilwoman Brown. Her God is strong and God puts in her heart to make sure she leads with that first and then she passes right on to Councilmember Henry. Who doing the same thing for historic preservation of our churches, and what he is doing since day one, he's been ripping right through RIP, to fight for the tenants, to fight the tenants that are being heard in that building. Yes, he has focused on other things, but no one can not say from day one, he has not tried to tackle the Rip Van Winkle.

Then Councilman Henry and Brown both are making sure Martin Luther King and Delafield are part of the neighborhood revitalization what our national partners purpose built.

Councilman Grant, fighting to bring back one of our most popular programs we had in our city. If you grew up in Poughkeepsie, especially on the south side, then you either played or was at those fields at Spratt Park. Elks, Millmen's, T-P-A-L, just to name a few teams. I don't want to get anybody mad that I didn't name a team. But you saw that whole area filled, the whole park filled and 8<sup>th</sup> Ward Councilmember Grant is on top of that and he's making sure – I mean 6<sup>th</sup> Ward. Council Member Grant is on top of that, combining with 8th ward Council Member McClinton to revitalize the concession stand so there we're going looking for grants. Grant looking for Grants.

Now see, what has happened in the past, we've been being criticized as council. But what is not being realized is that we utilize each other's strengths and supports. That's what being on a team looks like. Everyone is not shooting the ball at the same time. Sometimes, some people sub in and sometimes some people sub out each other. So that's why Councilmember Brown says, when you see one of us, you see all of us. Just like Voltron. Each individual lion that can take on a task, but when we form together like Voltron, and yes, I'm the elected head by the people, from the people. It's going to be hard to stop a city. That has Voltron on its side.

And for my hip hop heads, just like the Wu-Tang Clan members, we have nine members up here. And as the *[inaudible]*, you can try and see how we move. And as The Mayor said, the biggest and most important line of all the night that she said, Poughkeepsie is open for business. The Pioneers are leading the way.

#### **XIV. ADJOURNMENT:**

**At 8:25 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 22, 2025**

**I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, April 15, 2025.**

**Respectfully submitted,  
Donna M. DeLuca  
Deputy City Chamberlain**

[MIN\_SIGNATURES]