

**City of Poughkeepsie Industrial Development Agency
PO Box 4971
Poughkeepsie, New York. 12601**

**IDA MEETING AGENDA
May 15, 2025
6:30PM**

- Chairperson call meeting to order
- Roll Call by Secretary
- Approval of Agenda
- Approval of Minutes of the April 9, 2025, meeting.
- Treasurer Report(s)– Randall Johnson
- Resolution – Payment of Invoices
- Communications – No Communications this month
- Reports of Committees – Audit Committee meeting 5/14/25 at 5:30
 - Verbal Report
 - Written minutes to be distributed at next month’s meeting
- Unfinished Business – No unfinished business this month
- New Business
 - Resolution to Authorize the Engagement of Harris Beach for our Compliance Services.
 - Reviewing with City of Poughkeepsie Finance Department the possibility of adding our checking account bookkeeping service. This would require a contractual agreement and payment agreement for this service.
- Public Comment
- Adjournment

Industrial Development Agency

April 9,2025

Meeting Minutes

Attending: Rose Graziano-Moffett, Matthew Diggins,
Rashad Ricketts, Melinda Miller, Randy Johnson

1. The IDA meeting was called to order by Rose Graziano-Moffett at 6:30pm.
2. Agenda Approval: Motion by Randy Johnson, seconded by Matthew Diggins. All voted in favor.
3. Approval of Minutes from Meeting held on February 12, 2025. Motion by Randy Johnson, seconded by Matthew Diggins, All voted in favor.
4. Treasurers Report presented by Randy Johnson
5. New Business
 - a) Resolution: Approval for payment of invoices Motion by Randy Johnson, seconded by Matthew Diggins, All voted in favor.
 - b) Resolution: Authorize the amendment of the IDA Annual fees. Motion by Randy Johnson, seconded by Matthew Diggins, All voted in favor.
 - c) Resolution: Authorize the approval of the Paris Report, the Investment and the Procurement Report. Motion by Matthew Diggins, seconded by Randy Johnson. All voted in favor.
 - d) Resolution: Authorize the approval of the Annual Audit Report. Motion by Matthew Diggins, seconded by Randy Johnson. All voted in favor.
 - e) Resolution: Authorize the approval of the Rip Van Winkle PILOT, sales tax and mortgage relief. Motion by Melinda Miller, seconded by Rashad Ricketts. Approved by Rose Graziano

6. Public Comment - Members of the public had questions about the RIP project, which were answered by a representative from Related Affordable housing
7. Meeting adjourned at 7pm. Motion by Randy Johnson, seconded by Matthew Diggins, All voted in favor.



LIMITED LIABILITY PARTNERSHIP
CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS

P.O. Box 10009 | Newburgh, NY 12552-0009 | Phone 845-567-9000 | Fax 845-567-9228

City of Poughkeepsie IDA

Invoice: 271875
Client ID: 30315
Date: 04/15/2025
Due Date: Upon Receipt

For professional service rendered as follows:

Services rendered in connection with the December 31, 2024 financial statement audit of the City of Poughkeepsie IDA. 8,200.00

Invoice Total:	<u>\$8,200.00</u>
Previous Outstanding Balance:	<u>\$0.00</u>
Total Balance Due:	<u><u>\$8,200.00</u></u>

Aged Balances:

<u>04/15/2025</u>	<u>03/31/2025</u>	<u>02/28/2025</u>	<u>01/31/2025</u>	<u>12/31/2024+</u>	<u>Total</u>
8,200.00	0.00	0.00	0.00	0.00	\$8,200.00

Please return this portion with payment.

ID: 30315
City of Poughkeepsie IDA
PO Box 4971
Poughkeepsie, NY 12602

Card #: _____

Exp Date: _____ CVV: _____

Signature: _____

Please provide an email address for future invoices:

Invoice: 271875
Date: 04/15/2025
Due Date: 05/15/2025

Amount Due: \$8,200.00

Amount Enclosed: \$ _____

You can now pay your invoice online via credit card by going to www.rbtcpas.com.
Please make checks payable to RBT CPAs.



Invoice

National Development Council

633 Third Avenue
Suite 19J
New York NY 10017
United States

Date	Invoice #
7/26/2024	INV15679

Bill To
Rose Graziano Moffett Poughkeepsie IDA 62 Civic Center Plaza 2nd Floor Poughkeepsie NY 12601 United States

Terms	Due Date
	8/26/2024

Item	Description	Units	Quantity	Rate	Amount
Technical Assistance	Services render to complete analysis, establish a proposed IDA incentive package, and prepare report for the Poughkeepsie IDA board of directors.		1	10,500.00	10,500.00
Please make checks payable to National Development Council and remit payment to: National Development Council PO Box 845300, Boston, MA 02284-5300. Please contact Matthew Kieser at vm-accountsreceivable@growamerica.org if you have any questions.				Total Amount Due	10,500.00 \$10,500.00

MAKE CHECKS PAYABLE TO:
National Development Council

Date: May 14, 2025

At a meeting of the City of Poughkeepsie Industrial Development Agency (the "Agency") duly convened by the Chairperson of the Agency and held on Wednesday, May 14, 2025, at 6:30 p.m. at Common Council Chambers, Poughkeepsie City Hall, 62 Civic Center Plaza, 3rd Floor, Poughkeepsie, New York 12601, the following members of the Agency were:

Present:

Absent:

After the meeting had been duly called to order, the Chairperson announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the payment of invoices presented to the Agency for payment.

The following resolution was duly moved and seconded, discussed and adopted with the following members voting:

Voting Aye

Voting Nay

RESOLUTION OF THE CITY OF POUGHKEEPSIE INDUSTRIAL DEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PAYMENT OF INVOICES PRESENTED TO THE AGENCY FOR PAYMENT

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 304 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the "Act"), the **CITY OF POUGHKEEPSIE INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency"), was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Act authorizes the Agency (1) to promote the economic welfare, recreational opportunities and prosperity of the inhabitants of the City of Poughkeepsie (the "City"), and (2) to promote, attract, encourage and develop recreation and economically sound commerce and industry through governmental action for the purpose of preventing unemployment and economic deterioration; and

WHEREAS, the Agency has been presented with certain bill(s), statement(s) and/or invoice(s) for payment for services and/or goods provided to or for the benefit of the Agency as follows ("Invoice(s)"):

Rose Graziano-Moffett (for the reimbursement of postal expenses)	\$ 31.65
RBT Accountants	8,200.00
Grow America	10,500.00
City of Poughkeepsie (20% admin fee: 160 Union Street	9,150.00
City of Poughkeepsie (20% admin fee: Cannon Street)	7,800.00

WHEREAS, the Treasurer has reviewed the Invoice(s) and made such inquiry with respect thereto as he has determined to be necessary and appropriate; and

WHEREAS, the Treasurer has advised the Agency at the meeting at which these resolutions are presented for adoption of the identity, nature and amount of each such Invoice; and

WHEREAS, the Treasurer has recommended and approved the payment of the Invoice(s),

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby approves and authorizes the payment of the Invoice(s).

Section 2. The Agency is hereby authorized and directed to immediately pay the Invoice(s).

Section 3. This resolution shall take effect immediately.

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

I, the undersigned, Secretary of the City of Poughkeepsie Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the City of Poughkeepsie Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on May 14, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolutions are in full force and effect and have not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of May, 2025.

By: _____
Secretary

April 10, 2025

Rose Graziano-Moffett, Chairperson
City of Poughkeepsie Industrial Development Agency
62 Civic Center Plaza
Poughkeepsie, New York 12601

RE: City of Poughkeepsie Industrial Development Agency Engagement for Compliance Services

Dear Ms. Graziano-Moffett:

Thank you for selecting Harris Beach Murtha Cullina PLLC (“we,” “us,” or “our Firm”) for legal representation. I will serve as your primary contact at our Firm. This letter and the enclosed Standard Terms of Engagement for Legal Services describe the basis on which our Firm will provide legal services.

Client. As you have communicated to Julie Marshall, our client will be the City of Poughkeepsie Industrial Development Agency (the “Agency”). We understand that you shall serve as our primary contact regarding this matter. We are representing the Agency only and not any individual.

Unless otherwise set forth herein, our Firm’s representation will be limited to the Agency only and does not extend to any separate or differing interests of the Agency’s officers, directors, owners, subsidiaries, affiliates, agents, employees, or family members, or to any other potentially interested or related parties (individually “Affiliate,” and collectively, “Affiliates”).

Scope of Representation. You have asked us to provide legal representation in connection with compliance with Public Authorities Accountability Act of 2005 (“PAAA”), as amended by the Public Authorities Accountability Reform Act of 2009 (“PARA”). The PAAA compliance services will include assistance with the Public Authority Reporting Information System (“PARIS”) reporting to include obtaining and compiling project data and filing of the PARIS Report. The requested services will include services provided by both attorney and non-attorney representative of the Firm, including PAAA reporting and ongoing support services provided by Julie Marshall (herein “Compliance Services” or “the Matter”). We have agreed that our engagement is limited to performance of legal services related to the Matter and, unless we agree otherwise in writing, we are not undertaking to represent the Agency interests in any other matter. We will provide legal services only in connection with the Matter, and are not providing business, investment, insurance, accounting or other such non-legal services. Our Firm will provide the Agency with representation in accordance with the applicable professional standards but does not guarantee any particular result.

Attorney-Client Privilege. In general, neither a client nor an attorney can be compelled to disclose confidential lawyer-client communications concerning legal advice. To maintain the attorney-client privilege and other protections, the Agency should take reasonable steps to assure that all communications with our Firm are kept confidential from all other persons or persons outside the Agency. Under some circumstances, the attorney-client privilege can be maintained even when communications are shared with certain other persons or persons outside the Agency under specified conditions; however, you should not do so without discussing this issue with us beforehand.

Billing. We will bill for our services on an hourly basis. Our fees will be based on the amount of time spent on the Matter by lawyers, paralegals and economic development specialists multiplied by their individual hourly billing rates for the Matter. I will supervise the Matter with support as needed from Julie Marshall in her capacity as Manager of Economic Development. Contact information and current hourly rates for these attorneys, paralegals and paraprofessionals are as follows:

I can be reached at rryan@harrisbeachmurtha.com or (518)701-2715; Julie can be reached at jmarshall@harrisbeachmurtha.com or (585) 419-8653. As necessary or appropriate, we will draw upon the talents and experience of other firm attorneys, professionals and staff in providing services relating to the Matter.

Currently, our hourly rates range from \$390-\$850 for members and senior counsel, \$300-\$390 for associates and other attorneys and \$100-\$290 for paralegals and paraprofessionals. These rates are subject to change annually. My currently hourly fee is \$700; however, we are pleased to offer a 20% courtsey governmental/quasi-governmental discount for for my time spent on this Matter. Julie Marshall's hourly fee for her time spent on this Matter will be \$250.

We may also assign other attorneys, paralegals or paraprofessionals to the Matter from time to time and we will bill at their standard billable hourly rate. However, it is anticipated that Ms. Marshall will primarily be performing the services contained within the Scope of Representation under my supervision. Our billing rates are subject to change annually. Client is responsible for payment of all legal fees, expenses, and disbursements, regardless of the ultimate outcome of the Matter. In performing legal services in the Matter, we may also incur costs (including, but not limited to, costs for electronic data collection, maintenance and storage, other outside vendors including experts and consultants, overnight delivery, travel, and the like) for which the Agency will be responsible. A detailed description of our billing for services and costs is included in the Standard Terms of Engagement for Legal Services.

We will send bills monthly for fees and costs. Payment is due upon receipt and may be made by check, credit card or electronic payment identified on the monthly invoice. If our bills are not timely paid, we reserve the right to terminate our representation by sending the Agency written notice. If we are representing the Agency in litigation, we will seek leave from a court or other tribunal to withdraw if necessary, and you agree not to object or oppose any such application.

April 10, 2025

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Retainer. The Firm has waived the requirement for an initial retainer with respect to this Matter but reserves the right to require one if deemed appropriate in the future. Fees for legal services and other charges are billed monthly and are payable within 30 days of receipt of the Firm's invoice, which will be sent to the Agency at the address set forth above unless the Agency requests it be sent to a different address.

Deposits. If the Agency provides us with a retainer or other deposit (other than payment of an invoice for services already provided or costs already incurred), or we otherwise receive funds on your behalf, we will hold the funds in a trust or other client funds account and we may apply those funds to any outstanding invoices currently due.

Additional information about these subjects and other important matters appears in the enclosed Standard Terms of Engagement for Legal Services, which are incorporated as part of this letter and which you should review before agreeing to our engagement.

Thank you for entrusting the Matter to our Firm. Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please confirm by returning a countersigned copy of this engagement letter and payment. Note that any services that our Firm renders in connection with the Matter prior to you signing below shall be governed by the terms of this letter. If at any time you have questions about the progress of the Matter, the way in which it is being staffed or any other issue, please contact me. We look forward to working with you.

Very truly yours,



Robert J. Ryan

Enclosure

AGREED TO AND ACCEPTED:

CITY OF POUGHKEEPSIE INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Its: _____

Date: _____

Standard Terms of Engagement for Legal Services

This document sets forth the standard terms of engagement of Harris Beach Murtha Cullina PLLC (“we,” “us,” or “our Firm”) as attorneys for the client identified in the accompanying engagement letter (“you” or “Client”). The engagement letter sets forth specific terms, and those terms control if the engagement letter conflicts with these standard terms. With that exception, the following standard terms are an integral part of our agreement with you. We ask that you review this document carefully and contact us promptly if you have any questions. We suggest that you retain this document in your file.

Whom We Represent

We represent you in this engagement. Unless we say so in our engagement letter or unless we agree later in writing, we do not represent anyone else, including any affiliated entities or individuals such as Client’s officers, directors, owners, subsidiaries, affiliates, agents, employees, family members or any other potentially interested or related parties (individually “Affiliate”, and collectively, “Affiliates”). If you want us to represent others, please talk to us about that, and if there is no conflict or other obstacle, we will provide you with a new engagement letter that identifies whom we represent.

Because we do not represent affiliated entities or individuals who are not specifically identified as Clients in the engagement letter, it will not be a conflict of interest and will not require your consent for us to represent another client with interests adverse to any such affiliate or family member.

Consent to Future Conflicts (Advance Waiver of Conflicts)

Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only you that our Firm represents, and not any of your Affiliates. As such you will not give our Firm any confidential information regarding any Affiliates unless: (a) that Affiliate has separately engaged us to perform services on that Affiliate’s behalf; or (b) such information is essential to the engagement. There are no intended third-party beneficiaries to this engagement letter.

The engagement letter identifies the particular matter on which we have agreed to serve as your counsel (“the Matter”). As you know, our Firm is a large law firm and represents many other companies and individuals, including as fiduciaries, in many other matters. During the time we are representing you, we may also represent other clients—including clients who are your direct competitors or may otherwise have business or legal interests adverse to yours—in disputes adverse to you or transactions to which you are a party. We will not do so, however, where the dispute or transaction is substantially related to the Matter and the other client’s interests are substantially adverse to yours.

Based on the foregoing, you agree that our representation of you in the Matter will not disqualify our Firm from opposing you in litigation, transactions, or other legal matters that are not substantially related to the Matter, and you consent in advance to any conflict of interest with

respect to those representations. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning you (including communications with you protected by your attorney-client privilege) that we have acquired in representing you to your disadvantage in any litigation or other matter in which we are opposed to you. Additionally, you agree that we may identify you as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of identifying and seeking waivers of conflicts of interest. We agree, however, that this disclosure will not include any information that is subject to your attorney-client privilege.

You agree that our representation of you in the Matter will not prevent or disqualify us from representing clients adverse to you in other matters of any kind except as otherwise stated above and you consent in advance to our undertaking such adverse representations.

Representation Exclusions

Unless expressly included in the Scope of Representation section of the engagement letter, our representation does not include any appeals that may arise from the Matter or, advice, or filings regarding compliance with the Corporate Transparency Act (“CTA”), including the reporting requirements set forth in 31 C.F.R. § 1010.380. If the Matter does expressly include advice regarding the CTA, our Firm undertakes no obligation to update any of Client’s CTA filings unless such services are first confirmed in writing signed by our Firm. Please also note that our Firm does not engage in lobbying activities on behalf of any client.

How Fees Are Established

Unless an alternative fee agreement has been made with you in the engagement letter, we will bill you based on the amount of time spent by attorneys and paralegals in rendering services in the Matter multiplied by their individual hourly billing rates for the Matter. We record the time spent on meetings and communications with you, your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others, conferences among our legal and paralegal personnel, participation in discovery, negotiations, factual and legal research and analysis, litigation, document preparation and revision, attendance at depositions, hearings, mediations, closings, trials, or other proceedings, travel on your behalf, and other related matters. We record our time in units of tenths of an hour. Hourly charges are applied to total time devoted to Client representation, including travel time (when necessary) and reasonable time spent waiting for in-person and virtual court appearances to begin. The hourly rates of our lawyers and paralegals are adjusted annually to reflect current levels of legal experience, changes in overhead costs, market conditions, and other relevant factors.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter that will be billed on an hourly basis. When we are able to do so, we will furnish such an estimate based upon our professional judgment, but when we do so it is always with the understanding that the estimate is not a maximum or fixed fee quotation. Indeed, the reason that you and we have agreed on hourly billing for the Matter is to assure that you are required to pay only for the actual time we devote to the Matter, even if less than we

estimated, and to assure that our Firm will be paid for all time we devote to the Matter, even if greater than the amount estimated.

For New York Clients Only: In the event a dispute arises between you and Firm regarding fees, you may have the right to arbitrate that dispute pursuant to Part 137 of the New York Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Other Costs and Expenses

As part of our representation, we may incur outside costs or internal expenses on your behalf. All outside costs, along with internal costs that we bill to clients in accordance with Firm policy, will be itemized and included in your bill. Outside costs that we bill to our clients include all costs incurred for outside vendors, experts and consultants, specialized computer applications, preparing responses to your auditors, court and agency fees, process server fees, document production, courier services, delivery services, transcripts, witness fees, certified mail postage, and travel expenses such as air-fare, mileage (or car rental charges), tolls, parking, etc. We generally request that outside service providers directly bill our clients or we may forward the provider's invoices to the clients for direct payment. We may require advance or direct payment for outside service providers where individual charges are over \$2,500.

You are responsible for the cost of any vendors or third parties our Firm hires to carry out its services in the Matter, regardless of whether our Firm or the Client executes the agreement for the Vendor's or third party's services.

Data Collection and Electronic Storage

The Matter may entail electronic storage of substantial volumes of documents, which may require the use of an outside vendor to collect, maintain, store, and provide access to the data. We will assist you in making arrangements with a vendor, but it will be your responsibility to pay those costs.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, ordinarily each month, for both fees and costs. Payment is due upon receipt. Billing on a transactional matter cannot be postponed until closing without our prior written agreement. Interest on unpaid fees and disbursements will be assessed on past due invoices at a rate of .75% per month (9% per annum) or the maximum allowable rate whichever is less.

If your account becomes delinquent, you agree to bring the account current promptly. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to, and may, withdraw from the representation (subject to the approval of a court or other tribunal, where required) and pursue collection of your account. You agree not to object to such withdrawal, and to pay the costs of collecting the debt, including court costs, filing fees, and attorneys' fees.

If you ever overpay an invoice, you agree that our Firm may apply such overpayment to any outstanding fees and expenses or to your next bill. If there are no outstanding fees or expenses and no work in progress, we will refund the overpayment to you.

If you have any questions relating to our Firm's services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

Communication and Confidentiality

You agree to cooperate with our Firm on all aspects of the Matter, including providing us with prompt, truthful and accurate information, documents and other relevant data, as we will rely on those in the performance of legal services for the Matter. In addition, you agree to promptly notify our Firm of any change in your contact information, including any responsible parties at your company if you are at an organization, so that we will have the most up to date way to contact you regarding the Matter. In certain cases, if we are not able to contact you in time, we may miss deadlines that have a legal consequence, including those involved with litigation or patent prosecution, which could result in a significant loss of your rights, with respect to the Matter.

Unless you direct us otherwise, we will use unencrypted e-mail as the primary means of communication with you. We may also use cellular telephones (including smart phones) and facsimile machines to communicate with you. Texting is not a preferred method of communication but may be used on a limited basis to communicate non-sensitive information to you. Consistent with applicable rules of professional conduct, our Firm will take reasonable steps to protect the confidentiality of Firm-Client communication, but unless applicable law provides otherwise, our Firm will not be responsible for disclosures of your confidential information occurring from the use of such communication technologies. You must notify us if you have any requests or requirements regarding our Firm's methods of communication with you.

Our Firm employs protective technologies such as anti-malware scanning that may occasionally reject a communication that you send to us, or we may send you a communication that is rejected by your system. These occurrences may occur in the ordinary course of business, and we both acknowledge that they could affect the security and reliability of our communications.

Any processing of your data by our Firm is for the purpose of providing legal services to you or furthering the legitimate interests of our Firm related to such services. Additional terms governing our Firm's use of your data are set forth in its privacy policy, available at <https://harrisbeachmurtha.com/>.

You agree that our Firm may disclose the fact of its representation of you, including in materials that our Firm uses to describe its practices and expertise.

Termination

You may terminate our representation at any time by notifying us in writing.

Subject to the rules of professional responsibility in the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these standard terms of engagement or the terms of the engagement letter, if you misrepresent or fail to disclose material facts, if you fail to respond to communications from us or to provide us with current information about how to contact you, due to a conflict of interest with another client, or for any other reason permitted by the professional rules. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal and, if withdrawal becomes necessary, we will promptly give you notice of our withdrawal. We will not withdraw unless withdrawal can be accomplished in accordance with the applicable rules of professional conduct.

After our Firm's completion of legal services to you, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues relating specifically to the Matter, we have no continuing obligation to advise you with respect to future legal developments, whether relating to the Matter or otherwise.

The termination of our services does not affect your responsibility for payment of fees for legal services rendered and costs incurred before termination and in connection with an orderly transition of the Matter.

Subpoenas for Documents or Testimony

There may come a time, during or after conclusion of the Matter, that our Firm receives a subpoena, request for information, or demand for production or disclosure from any person or entity, including any governmental agency, regarding you or the Matter and/or that might call for or purport to demand that we reveal or produce your confidential information (collectively, "Subpoena"). If we receive a Subpoena, we will promptly notify you, and will to the full extent permitted by law assert the Attorney-Client Privilege and all other applicable privileges, and decline/resist production of the subpoenaed persons or records, unless otherwise ordered by a court or authorized by you. You agree to reimburse our Firm for the attorney's time expended and expenses incurred in connection with responding to such Subpoena, at the rate set forth in this Agreement, including for giving testimony should that be required.

Data Protection and Information Security

Consistent with applicable rules of professional conduct, our Firm will employ reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of your information.

To ensure the highest level of security, accessibility, and efficiency, we utilize third-party cloud storage providers to store and manage your data. This means that your information may be stored in the cloud, but rest assured our chosen cloud providers implement robust security measures and offer high reliability and redundancy. By agreeing to the terms of this engagement

relationship between our Firm and you shall conclude once we have answered your question. The attorney-client relationship will then resume the next time you seek advice from us.

Following such conclusion, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, our Firm will return your papers and property promptly after receipt of payment for any outstanding fees and costs. If you do not make such a request within 90 days following the conclusion of the engagement set forth herein, you agree and understand that any materials left with our Firm after the engagement ends may be retained or destroyed at our discretion.

Please note that “materials” include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. Our Firm reserves the right to make, at its expense, copies of all documents generated or received by our Firm in the course of its representation. Our Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers’ work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. Our Firm will retain all remaining documents for a certain period of time, but reserves the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the conclusion of the engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

Choice of Law and Venue

Both the terms of this engagement letter and the attorney-client relationship it creates between you and us shall be governed by the laws of the State of New York, without giving effect to the conflicts of law principles thereof. Any claim, suit, action, dispute, or proceeding arising out of, or with respect to, this engagement letter or the legal services provided hereunder (collectively, for purposes of this paragraph only, “claim”) shall be brought in the state or federal courts of New York, Connecticut, or Massachusetts and no other. You hereby consent to personal jurisdiction and venue in those courts for the purpose of any claim and waive your rights to bring any claim in any other court or jurisdiction.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. An executed facsimile, PDF, or electronic copy of this Agreement shall be deemed to be an original fully enforceable agreement or counterpart.

Date: May 14, 2025

At a regularly scheduled meeting of the City of Poughkeepsie Industrial Development Agency (the "Agency") duly convened by the Chairperson of the Agency and held on Wednesday, May 14, 2025, at 6:30 p.m. at Common Council Chambers, Poughkeepsie City Hall, 62 Civic Center Plaza, 3rd Floor, Poughkeepsie, New York 12601, the following members of the Agency were:

Present:

Absent:

After the meeting had been duly called to order, the Chairperson announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to approval of an Engagement Letter with Harris Beach Murtha with respect to Compliance Reporting.

The following resolution was duly moved and seconded, discussed and adopted with the following members voting:

Voting Aye

Voting Nay

**RESOLUTION OF THE CITY OF POUGHKEEPSIE
INDUSTRIAL DEVELOPMENT AGENCY APPROVING AN
ENGAGEMENT LETTER WITH HARRIS BEACH MURTHA
WITH RESPECT TO COMPLIANCE REPORTING**

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 304 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the "Act"), the **CITY OF POUGHKEEPSIE INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency"), was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the New York State Legislature adopted the Public Authorities Accountability Act of 2005, as amended (the "**PAAA**"), designed to ensure that New York's public authorities operate more efficiently, more openly, and with greater accountability; and

WHEREAS, the PAAA requires that the Agency prepare and submit an annual report in the form, substance and manner as prescribed in the PAAA (the "**Annual Report**"); and

WHEREAS, it has become necessary to engage a firm to assist the Agency the in connection with compliance with the PAAA,

NOW, THEREFORE, BE IT RESOLVED by the Agency as follows:

Section 1. The Agency hereby accepts and approves of the attached engagement letter from the firm of Harris Beach Murtha dated April 10, 2025.

Section 2. The Chair of the Agency is hereby authorized and directed to sign such engagement letter.

Section 3. This resolution shall take effect immediately.

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

I, the undersigned, Secretary of the City of Poughkeepsie Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the City of Poughkeepsie Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on May 14, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was in all respects duly held.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolutions are in full force and effect and have not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of May, 2025.

By: _____
Secretary