



COMMON COUNCIL MEETING

Tuesday, May 20, 2025
Common Council Chambers
6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting of May 6, 2025

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. FROM COMMISSIONER GENT**, a presentation regarding City of Poughkeepsie 5-year street paving plan
- 2. FROM MYVAN BEEHLER**, a notice of claim for personal injury sustained on or about April 3, 2025

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

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS

VII. REPORTS OF COMMITTEES AND BOARDS: NONE

CONSENT AGENDA:

VIII. MOTIONS AND RESOLUTIONS:

1. **R-25-45**, Resolution Authorizing the Issuance of a Request for Quotation to Produce a Comprehensive Drinking Water Facilities Plan for the Poughkeepsie Joint Water Plant
2. **R-25-46**, Resolution Accepting \$40,000 National Grant from the National Fitness Campaign (NFC)
3. **R-25-47**, Resolution Accepting and Signing Payment Agreement for Permanent Easement at 50 Cannon Street
4. **R-25-48**, Resolution Authorizing Settlement of *Basora v. City of Poughkeepsie et. al*
5. **R-25-49**, Resolution Approving Honorary Street Signage “Frederick Douglas Way” and “Bolin Oval” at College Hill Park

IX. ORDINANCES AND LOCAL LAWS:

1. **Second Read: O-25-04**, Ordinance Amending §13-186 Of Chapter 13 Of the City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles and Traffic” Parking prohibited between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays, and Holidays on South Avenue, West Side, from Reade Place, continuing for 100 feet North.

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

XI. ORDINANCES AND LOCAL LAWS:

XII. MAYOR’S COMMENTS:

XIII. CHAIRMAN’S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, May 6, 2025

6:30 PM

Common Council Chambers

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie Common Council the date is May 6, 2025, and the time is 6:32pm

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 2nd Ward Councilmember Menist.

CCM Minutes of April 15, 2025 - VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson, 8th Ward Councilmember McClinton
No/Nay:	None
Abstain:	None
Absent:	
Result:	Passed

1. Common Council Meeting of April 15, 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 defer items 2 and 3 to Corporation Counsel was made by 3rd Ward Council Member Brown and seconded by 6th Ward Council Member Grant.

Official Minutes of the Common Council Meeting of May 6, 2025

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

1. **FROM MARY REYNOLDS**, a presentation regarding PorchFest 2025
2. **FROM ALVIN BELL, JR**, a notice of claim for property damage sustained on or about March 27, 2025
3. **FROM STORM GILES**, a notice of claim for property damage sustained on April 14, 2025

V. PUBLIC PARTICIPATION:

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

Chimere Sweeney- Black Long Covid Exp

Marta Knapp- 10 S Clinton

Laurie Sandow - S.Grand Ave*

Paola Bari- 5 Barnard Ave

Daniel Atonna- 116 College Ave

Patricia Paulin- 22 Lown Ct

Richard Smith- VFW

***Submitted written comments**

Laurie Sandow comments, City of Poughkeepsie Common Council meeting, May 5, 2025

At the last Council meeting, I noted that I still had not received answers to the questions I'd submitted at the March 4, 2025 2x-yearly Informational Meeting. City Administrator Donat could hardly wait to "correct the record" that I _had_ received answers. Sure enough, his assistant sent incomplete replies to me little more than two hours prior to that night's meeting. Think about it: more than 45 days delay supplying any answers, vs. an email sent 135 minutes prior to meeting, as if I spend my time glued to Email. In Donat's race to discredit, he didn't mention that the answers sent were far from complete. Among the items missing or incomplete: four councilmembers—Wilson, Henry, Grant and Menist—didn't reply at all; four councilmembers—Shook, James, Thompson, and McClinton—provided incomplete and even inaccurate replies; councilmember Brown ignored my questions altogether and sent only an invitation to become an Exempts member.

Written into the replies I received were continued, lies, half-truths, hostility and avoidance, most notably by Mayor Yvonne Flowers and Da'Ron Wilson in his position as Council Chair. I encourage the public to read all my questions and all the replies by writing to me for a copy, or downloading tonight's Agenda packet (my comments begin on Page 5):

[<https://poughkeepsieny.portal.civicclerk.com/event/1231/files/agenda/3127>](https://poughkeepsieny.portal.civicclerk.com/event/1231/files/agenda/3127).

In those replies, you find that Wilson, when asked about a written consent agenda policy, replied, in part: **"this a personal preference of yours not any legal standing."**

When asked about the agenda line item for "Reports of Committees and Board", Wilson replied: **"where does [the Charter] say that the chair is responsible for the reports and presentations?"**

When asked why he has never held an 8-Ward meeting and when he plans to do that, he replied: **"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."**

Flowers did me a favor in both her reply, as well as at the last Council meeting, by continuing to pretend that her social media page, where she talks about her function as Mayor, remains a personal page. Let me read the exact exchange that caused Flowers to illegally block me from her Facebook page—a thread she deleted so that no-one could ever read it for themselves. You’ll see that my comment was a statement of fact and law. And that if she deems that comment unfit for the eyes of her grandchildren, she has a simple cure: stop lying and stop breaking the law.

Yvonne Flowers wrote (on April 15 at 5:39pm):

“Please note: This is my personal Facebook page and my posts are to let family and friends know what I’m doing and how I am doing as Mayor or in my personal life. If you need to reach me in regards to city business, please do not send messages through Facebook messenger. I do not have access to messenger. Please see below to contact me by email or phone. I will be happy to help in any way I can. If you don’t like what I post, don’t leave a negative comment on my page. I will delete it. If you are frustrated by what is happening in Pok, please feel free to contact me by email or phone. If you want to post your frustration on Facebook, feel free to do it on your own page. Thank you!”

I replied: “As Mayor of the City of Poughkeepsie, once you post about “how I am doing as Mayor” you would be breaking the law by deleting the comments and criticisms of others.

—In March 2024, a unanimous Supreme Court defined when the personal social media account of a public official is a government action, and whether constituents can be blocked from commenting or from following accounts.

—In 2019, a three-judge panel on the United States Court of Appeals for the Second Circuit in New York ruled unanimously that because Donald Trump used Twitter to conduct government business, he cannot exclude some Americans from reading or engaging in conversations and replies to his post, just because he does not like their views.

—Also in 2019, Alexandria Ocasio-Cortez apologized to a former elected leader from Brooklyn who sued her for blocking him on Twitter. She reconsidered her decision and acknowledged the former elected’s First Amendment right to express his views without being blocked.” (see attached screencaps of the deleted post and my reply).



Yvonne Flowers

April 15 at 5:39 PM · 🌐



Please note: This is my personal Facebook page and my posts are to let family and friends know what I'm doing and how I am doing as Mayor or in my personal life. If you need to reach me in regards to city business, please do not send messages through Facebook messenger. I do not have access to messenger. Please see below to contact me by email or phone. I will be happy to help in any way I can. If you don't like what I post, don't leave a negative comment on my page. I will delete it. If you are frustrated by what is happening in Pok, please feel free to contact me by email or phone. If you want to post your frustration on Facebook, feel free to do it on your own page. Thank you!

YVONNE FLOWERS
MAYOR



City of Poughkeepsie

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Poughkeepsie, NY 12601

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Diversity of thought and opinion makes a city stronger, not weaker. Yet, at meeting after meeting, while Councilmembers speak at length and liberty, the public remains limited to only three minutes every two weeks—their comments limited by Da’Ron Wilson, the Council Chair who has never organized a meeting with his own citywide, all-8-wards constituents. Councilmembers gladly collect their taxpayer-funded five-figure salaries, benefits, stipends and ward funds, protecting themselves against the public by writing and imposing self-dealing rules. Their lack of transparency, accountability and their overall conduct leaves no confusion about who’s reaping the benefits of their position, and who’s getting the raw end of the deal in this city.

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

A motion to approve moving resolution R-25-42 to the Action Agenda was made by 3rd Ward Council Member Brown and seconded by 1st Ward Council Member Henry.

Motion to Move Resolution R-25-42 to the Action Agenda	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson, 8th Ward Councilmember McClinton
No/Nay:	None
Abstain:	None
Absent:	
Result:	Passed

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

Motion to Approve Consent Agenda Items R-25-40, R-25-41, R-25-43 & R-25-44	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson, 8th Ward Councilmember McClinton
No/Nay:	None
Abstain:	None
Absent:	
Result:	Passed

- 1. R-25-40, Resolution Authorizing the Implementation and Funding for Garden Street/Fall Kill Creek Bridge Replacement**

**RESOLUTION
(R-25-40)**

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

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

WHEREAS, a project for the Garden Street/Fall Kill Creek Bridge Replacement, City of Poughkeepsie, Dutchess County 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 95% Federal funds and 5% non-federal funds; and

WHEREAS, the City of Poughkeepsie will design, let, and construct the Project: and

WHEREAS, The City of Poughkeepsie desires to advance the Project by making a commitment of 100% of the costs of the construction and construction inspection work for the Project or portions thereof.

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

RESOLVE, that the Common Council hereby approves the Project; and it is hereby further

RESOLVED, that the Common Council hereby authorizes The City of Poughkeepsie to pay 100% of the cost of construction and construction inspection work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of **\$941,194.00** is hereby appropriated from 30-08-5110 7 469 (Contract Ser-Other19BRW.01)and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that the Common Council hereby agrees that the City shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the City of Poughkeepsie and it is further

RESOLVED, that in the event the Project costs not covered by federal aid, state aid, or NY Bridge funding exceed the amount appropriated above, that the Common Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor and/or City Administrator and/or Commissioner of Finance and/or City Engineer thereof; and it is further

RESOLVED, that City of Poughkeepsie hereby agrees that construction of the Project shall begin no later than twenty- four (24) months after the award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Mayor and/or the City Administrator of the City of Poughkeepsie be and is hereby authorized to execute on behalf of the City of Poughkeepsie all necessary agreements,

certifications or reimbursement requests for federal-aid and/or state- aid 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 City of Poughkeepsie's 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 The City of Poughkeepsie will be responsible for all maintenance of the Project; and it is further

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

RESOLVED, this Resolution shall take effect immediately.

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, The City of Poughkeepsie

2. **R-25-41**, Resolution Authorizing the Implementation and Funding of the Federal Aid and State "Marchiselli" Program for Garden Street over Fall Kill Creek Bridge Replacement

**RESOLUTION
(R-25-41)**

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

SPONSORED: CHAIRMAN WILSON, COUNCILMEMBER 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, R-24-38 and R-25-36

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 \$1,312,498 (\$6,124,195 minus the previous \$4,811,697 allocated in prior resolutions) 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.

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

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

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

Clerk, City of Poughkeepsie

PIN 8761.96

3. R-25-43, Resolution in Support of Hometown Heroes Program

**RESOLUTION
(R-25-43)**

RESOLUTION IN SUPPORT OF HOMETOWN HEROES PROGRAM

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

WHEREAS, the City of Poughkeepsie intends to implement a “Hometown Heroes” program where banners honoring veterans or active servicemembers who live(d), work(ed) or own(ed) a business in the City of Poughkeepsie are placed on poles in the City; and

WHEREAS, banners are purchased by family and/or friends to honor a veteran or active servicemember of their choice; and

WHEREAS, the Common Council wishes to indicate its support for such program.

NOW, THEREFORE, BE IT RESOLVED that the Common Council supports the implement of a "Hometown Heroes" program with banners to be placed year-round, initially in the areas of Main Street and Market Street. Additional locations may be identified if the program receives strong participation.

4. **R-25-44**, Resolution to Protect the City of Poughkeepsie Social Security Office

**RESOLUTION
(R-25-44)**

SPONSORED: CHAIRMAN WILSON, COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON

WHEREAS, neighborhood Social Security offices and employees have faithfully served the public in communities across the country since 1935; and

WHEREAS, Social Security benefits are the best protection against falling into poverty for Americans since the program's inception in 1935; and

WHEREAS, local Social Security offices, staffed with trained civil servants across the nation provides service to millions of Americans each year, in person and by telephone, and

WHEREAS, 20 percent of staff in local SSA offices in your community are veterans; and

WHEREAS, 9.7 million of Americans receiving Social Security benefits are veterans; and

WHEREAS, millions of veterans and their families depend on their monthly checks from Social Security for housing and food; and

WHEREAS, older adults are the fastest growing population of homelessness, including thousands of veterans and families; and

WHEREAS, more than 11,000 Americans reach retirement age each day; and

WHEREAS, staffing at the Social Security Administration has fallen to a 50-year low while workloads have increased; and

WHEREAS, the current federal Administration has announced a plan to close local Social Security offices and to cut staff dramatically including a now withdrawn proposal to shut down the Social Security Office here in the City of Poughkeepsie; and

WHEREAS, cutting costs leads to closing neighborhood Social Security offices - dozens of closures have already been announced or proposed by this Administration; and

WHEREAS, millions of Americans depend on nearby offices, including the office here in the City of Poughkeepsie, for filing for benefits, resolving problems with payments, work records, generating SSN's, providing replacement SSN cards, income and award letters and applications for retirement, disability and SSI; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Poughkeepsie commits to opposing any renewed efforts to shut down or reduce staffing at the Social Security Office here in the City of Poughkeepsie; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council supports robust staffing and local office facilities to serve the public in a timely manner in this community and all communities across the state and nation,

NOW, THEREFORE, BE IT RESOLVED, that the Common Council will support House Bills, introduced March 5, 2025, "Keeping Our field Offices Open Act" (HR 1876), "Protecting Americans Social Security Data Act" (HR 1877) and S. 770, "The Social Security Expansion Act" (HR 1700).

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

1. **First Read: O-25-04**, Ordinance Amending §13-186 Of Chapter 13 Of The City Of Poughkeepsie Code Of Ordinances Entitled "Motor Vehicles And Traffic" Parking prohibited between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays, and Holidays on South Avenue, West Side, from Reade Place, continuing for 100 feet North.

**ORDINANCE AMENDING §13-186
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR
VEHICLES AND TRAFFIC"**

(O-25-O4)

INTRODUCED BY COUNCILMEMBER SHOOK:

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

SECTION 1: §13-186 is hereby amended by the following modification:

Section 13-186. Parking prohibited between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays, and Holidays.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as part of the Parking prohibited between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays, and Holidays area.

South Avenue, West Side, from Reade Place, continuing for 100 feet North.

SECTION 2: This Ordinance shall take effect immediately.

ADDITIONS denoted by **Underlining and Bold**

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

1. **R-25-42**, Modifying a September 5, 1995 Resolution of the Common Council of the City of Poughkeepsie to Remove a Restrictive Covenant on Property Known as 271 Church Street (Formerly 317 Church Street)

**RESOLUTION
(R-25-42)**

MODIFYING RESOLUTION A SEPTEMBER 5, 1995 RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF POUGHKEEPSIE TO REMOVE A RESTRICTIVE COVENANT ON PROPERTY KNOWN AS 271 CHURCH STREET(FORMERLY 317 CHURCH STREET)

SPONSORED: CHAIRMAN WILSON, COUNCILMEMBER PATTERSONTHOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON

WHEREAS, by resolution adopted on September 5, 1995, the City of Poughkeepsie

Common Council authorized the sale of 271 Church Street (Tax Map No.: 6161-23-259941, formerly known as 317 Church Street) to Hudson River Housing Inc. upon the condition that the property include a restrictive covenant that the property could only be used for passive purposes (see resolution attached); and

WHEREAS, Hudson River Housing, Inc. has requested that the Common Council agree to remove the restrictive covenant so that the property may be sold to a third party; and

NOW, THEREFORE, the Common Council hereby consents to removal of the restrictive covenant set forth in the attached resolution adopted on September 5, 1995 on the condition that the Property owner or future purchaser will not seek a zoning amendment or variance that would increase the density from the current RNC zoning.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor is authorized to sign any and all documents to reflect this amendment to the deed with the Dutchess County Clerk.

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

MOTION TO APPROVE Resolution R-25-42 - Roll Call Vote	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, Council Member At-Large Wilson, 8th Ward Councilmember McClinton
No/Nay:	None
Abstain:	4th Ward Council Member Nathan Shook
Absent:	
Result:	Passed

XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

1. **LL-25-05**, Local Law to Add a New Section 15-17.1 "Outdoor Cooking, Food And Beverage Preparation Facilities"

(LL-25-05)

A LOCAL LAW TO ADD A NEW SECTION 15-17.1 “OUTDOOR COOKING, FOOD AND BEVERAGE PREPARATION FACILITIES”

SPONSOR: CHAIRMAN WILSON, COUNCILMEMBER SHOOK, PATTERSON THOMPSON AND HENRY

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

~~STRIKETHROUGH INDICATES DELETION~~

BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: A new section 15-17.1 is added to the City Code to read as follows:

Section 15-17.1 Outdoor Cooking, Food and Beverage Preparation Facilities.

(a) There shall be no cooking, preparation, processing, or service of food, or storage of food, utensils or equipment on a street or sidewalk or other public area unless otherwise permitted in this code.

Exceptions shall include:

- i. cooking in approved areas within public parks for personal consumption;**
- ii. cooking during events approved by the City;**

(b) Penalties for offenses. An offense against the provisions of this section shall be punishable by a fine of not less than \$250 or more than \$1000.

(c) Enforcement shall be by appearance ticket returnable in Poughkeepsie City Court. Said ticket may be issued by the Building Inspector, Code Enforcement Officer, Fire Inspector, Sanitation Inspector, or any officer of the City of Poughkeepsie Police Department in his or her own discretion or based upon a signed complaint.

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

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

BE IT FURTHER RESOLVED, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

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

LL-25-05 - Roll Call Vote	
Yes/Aye:	1st Ward Council Member Henry, 3rd Ward Council Member Brown, 5th Ward Council Member James, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson, 8th Ward Councilmember McClinton
No/Nay:	2nd Ward Councilmember Menist, 6th Ward Council Member Grant
Abstain:	None
Absent:	
Result:	Passed

XII. MAYOR'S COMMENTS:

NONE

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

First, I want to say "Happy Cinco de Mayo" for those of our community and residents that celebrated yesterday - Cinco de Mayo.

On Sunday also there was a Mitzvah Day for our Judas Federation. It was a day of good deeds where they were collecting cereals, making veteran rugs and blankets, taking in toiletries and dispersing those supplies throughout the community to a lot of the different organizations.

So that's great.

Today there's also a NAMI event about mental health that took place in collaboration with the school district at the Poughkeepsie Middle School that was taking place as of right now.

Also, I want to give a shout-out and thank you to the purpose-built community for hosting the Poughkeepsie City administration and giving us some insight on as we move forward into developing and revitalizing our community.

I want to also give a shout-out to our heroes banner. That's something that I myself have been looking forward to participating in.

Shout-out to Little League for starting and our flag football league for starting up too.

I want to thank the council members for attending all the events and coming out.

I want thank you to all of the public for coming out and expressing your concerns and comments.

Is there any more of the youth that are here from the mayors..? Please stand up. So just stand up, just so you

Official Minutes of the Common Council Meeting of May 6, 2025

know, one just left. These are our youth. So these - you are selected to be part of our mayor's leadership team. So, you know, they're here in our council meeting So we always want to make sure we honor and keep up the great work And if you have any questions of your council members or anything like that of administration, feel free to ask it anytime.

XIV. ADJOURNMENT:

At 7:55pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

Dated: May 9, 2025

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, May 6, 2025.

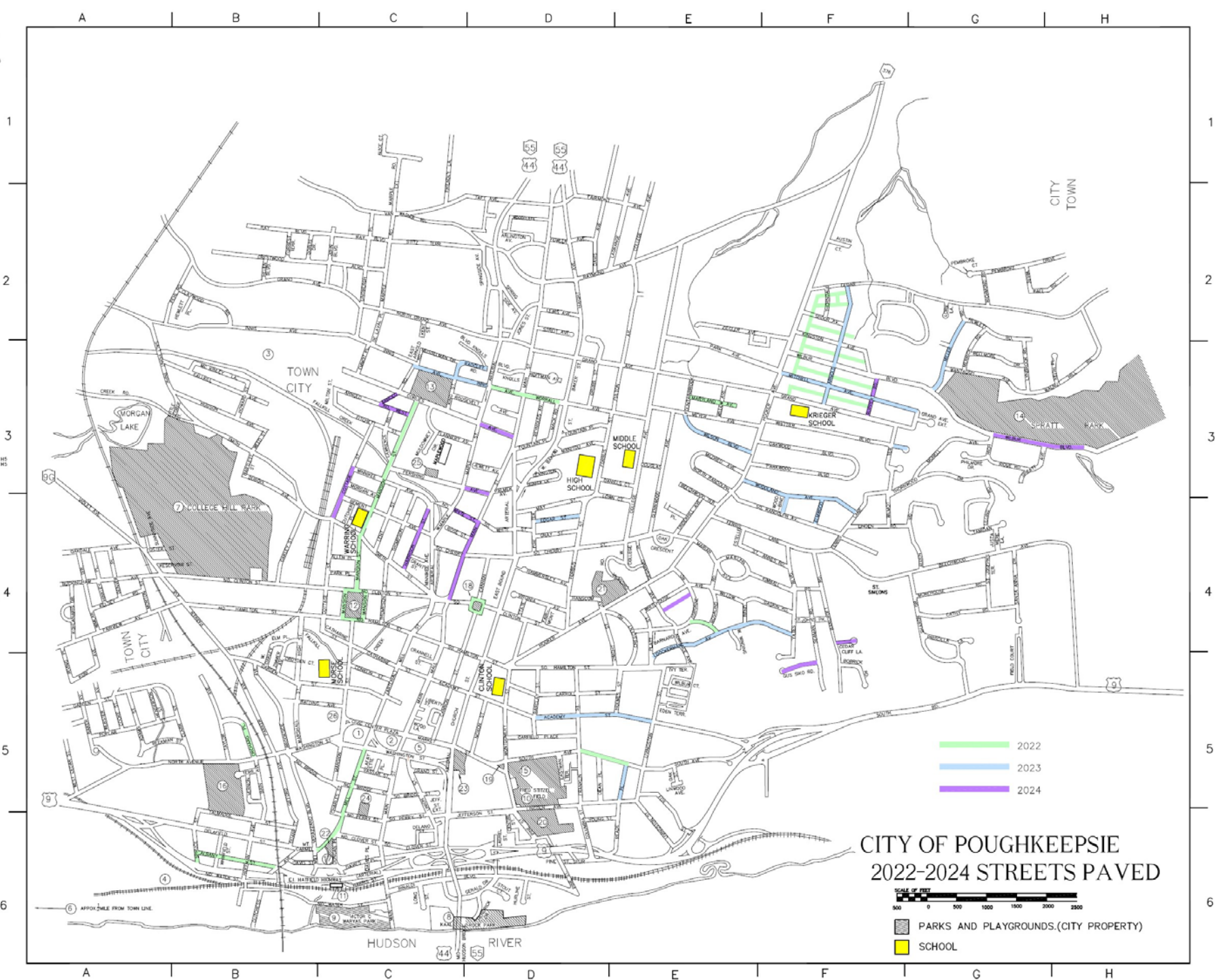
**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**

Street Paving List - 2022 - 2024

Ward	Road	FUND	From	To	Mi	Length (ft)	Width (ft)	Mill Extg
2022								
6	Clinton	CHIPS	Square	Cannon	0.2	1056	20	y
4	Barnard	CHIPS	Osborne	Loockerman	0.1	528	20	y
4	South	CHIPS	Franklin	Reade	0.16	844.8	30	y
8	Maryland	CHIPS	Meyer	Fountainbrook	0.1	528	20	y
3	Mansion Square	CHIPS	Square	Square	0.3	1584	30	y
3,5,7	Mansion Upper	CHIPS	Clinton	Corlies	0.6	3168	30	y
7	Worral/Innis	CHIPS	Arterial	Mack	0.2	1056	30	y
4	Reade	CHIPS	South	Lincoln	0.1	528	20	y
1	Mill	CHIPS	Arterial	Verrazzano	0.1	528	20	y
1	Albany	CHIPS	Spruce	Dutchess	0.1	528	20	y
7	King / Radcliff	CHIPS	Innis	City Line	0.1	528	20	y
1	Spruce	CHIPS	Albany	Dead End	0.1	528	20	y
5	Orchard	CHIPS	Washington	Walkway Ent	0.1	528	20	y
8	Wilbur Service	CHIPS	Service	Service	0.2	1056	12	y

Ward	Road	FUND	From	To	Mi	Length (ft)	Width (ft)	Mill Extg
2023								
6	Edgar	CHIPS	Fox	Forbus	0.16	845	24	y
4	Loockerman	CHIPS	Platt	Yates	0	0	0	y
7	Innis	CHIPS	W Arnold	Arterial	0.37	1954	32	y
8	Wilson	CHIPS	Hooker	Meyer	0.27	1426	30	y
2	Academy	CHIPS	Barclay	Livingston	0.38	2006	24	y
8	Arnold	CHIPS	Cedar	Grand	0.41	2165	20	y
8	Whittier	CHIPS	Willmott Terrace	Cul De Sac	0.1	528	30	y
4	Woodbine	CHIPS	Randolph	Woodland	0.1	528	24	y
4	Elmwood	CHIPS	Randolph	Woodland	0.1	528	24	y
8,4	Woodland	CHIPS	Hooker	Ferris	0.3	1584	24	y
8	Miller Hill	CHIPS	Wilbur	Cedar	0.4	2112	24	y
8	Mitchell	CHIPS	Hooker	Grand	0.5	2640	24	y

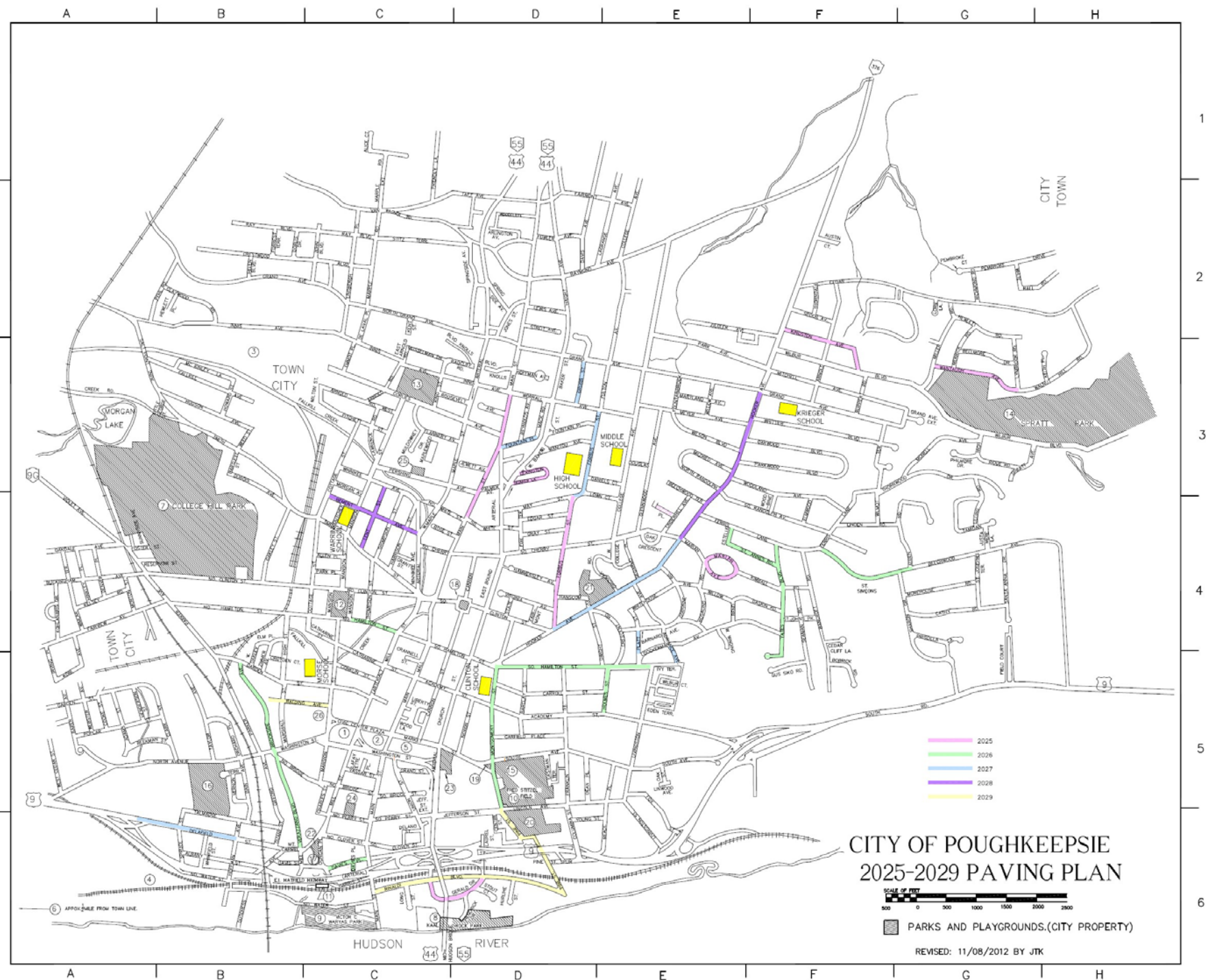
Ward	Road	FUND	From	To	Mi	Length (ft)	Width (ft)	Mill Extg
2024								
5,7	Corlies	CHIPS	Main	Arterial	0.12	634	27	y
3,5	Harrison	CHIPS	Smith	Winnikee	0.23	1214	24	y
5	Cottage	CHIPS	Smith	Winnikee	0.17	898	30	y
6,7	Main	CHIPS	Clinton	N White	0.27	1426	30	y
5	N White	CHIPS	Main	Arterial	0.1	528	20	y
5,7	Pershing	CHIPS	Main	Arterial	0.1	528	30	y
8	Wilbur	CHIPS	City Line	Monell	0.3	1584	40	y
8	Rupert	CHIPS	Mitchell	Grand	0.1	528	30	y
7	Arnold	CHIPS	Innis	Corlies	0.3	1584	25	y
5	West Arnold	CHIPS	Arnold	Mansion	0.3	1584	25	y
4	Gus Siko	CHIPS	Cul De Sac	Seaman	0.1	528	25	y
6	Service Drive	CHIPS	Adriance	Osborne	0.1	300	20	n
4	Cedarcliff	CHIPS	Bancroft	Dead End	0.1	528	25	y

[illegible]

Street Paving List - 2025 - 2029

Ward	Road	FUND	From	To	Mi	Length (ft)	Width (ft)	Mill Extg
2025								
7	Quaker / Lexington	CHIPS	Arterial	Arterial	0.27	1426	25	y
6	Forbus	CHIPS	Hooker	May	0.43	2270	28	y
5,6	Main	CHIPS	White	Worrall	0.43	2270	24	y
2	Gerald Drive	CHIPS	Rinaldi	Rinaldi	0.29	1531	35	y
4	Marian	CHIPS	Rosalin	Kimball	0.13	686	30	y
8	Wantaugh	CHIPS	Miller	Lynbrook	0.3	1584	30	y
8	Kingston	CHIPS	Wilbur	Hooker	0.3	1584	30	y
2026								
1	Verrazzano	CHIPS	Washington	Delafield	0.33	1742	24	y
3	Brookside	CHIPS	Garden	Washington	0.31	1637	26	y
2,4,6	S. Hamilton	CHIPS	Livingston	Montgomery	0.5	2640	30	y
3	N. Hamilton	CHIPS	Arterial	Mansion	0.26	1373	36	y
1	Davies	CHIPS	Main	Donegan	0.16	845	32	y
2	Montgomery	CHIPS	Lincoln	Hamilton	0.45	2376	30	y
4	Holmes	CHIPS	Hamilton	Academy	0.15	792	25	y
4	Yates	CHIPS	Ferris	Dead End	0.52	2746	35	y
4	St Annes / Estelle	CHIPS	Yates	Ferris	0.29	1531	28	y
4	Beechwood	CHIPS	Ferris	Alden	0.62	3274	30	y
8	Bellmore	CHIPS	High Ridge	Cul De Sac	0.2	1056	30	y

Ward	Road	FUND	From	To	Mi	Length (ft)	Width (ft)	Mill Extg
2027								
5	Fountain	CHIPS	Main	Mack	0.16	845	25	y
4,6	Platt	CHIPS	Barnard	Loockerman	0.1	528	25	y
4,6	Adriance	CHIPS	Loockerman	Dead End	0.1	528	22	y
7	Grubb	CHIPS	Worrall	Grand	0.15	792	24	y
6	Forbus	CHIPS	May	Worrall	0.29	1531	30	y
6	Hooker Ave	CHIPS	Forbus	Cherry	0.5	2640	36	y
1	Delafield	CHIPS	Hoffman	City Line	0.36	1901	25	y
2028								
8,4	Hooker Ave	CHIPS	Cherry	Grand	0.61	3221	36	y
5	Lent	CHIPS	Smith	Winnikee	0.34	1795	22	y
5	Bement	CHIPS	Cottage	Arterial	0.32	1690	24	y
2029								
2	Pine	CHIPS	Rinaldi	Lincoln	0.5	2640	25	y
2	Rinaldi	CHIPS	Pine	Main	0.62	3274	40	y
3	Balding	CHIPS	Mansion	Dead End	0.2	1056	30	y
7	Manitou	CHIPS	Baker	Forbus	0.22	1162	24	y
3	Cottage	CHIPS	Catherine	Hamilton	0.1	528	32	y

[illegible]

NOTICE OF CLAIM

MYVAN BEEHLER,

Claimant(s),

- against -

COUNTY OF DUTCHESS, CITY OF POUGHKEEPSIE and
CITY OF POUGHKEEPSIE PARKS & RECREATION

Respondent(s)

TO: COUNTY OF DUTCHESS
22 Market Street, 5th Floor
Poughkeepsie, New York 12601

CITY OF POUGHKEEPSIE
C/O Corporation Counsel
62 Civic Center, 3rd Floor
Poughkeepsie, New York 12601

CITY OF POUGHKEEPSIE PARKS & RECREATION
26 Howard Street
Poughkeepsie, New York 12601

POK CITY CHAMBERLAIN
2025 MAY 07 PM 12:18

PLEASE TAKE NOTICE that the undersigned claimant hereby makes claim and demands against you as follows:

1. Name and post office address of each claimant and claimants' attorneys is:
Claimant Claimant's Attorney

MYVAN BEEHLER
11 Eagle Circle
Pleasant Valley, New York 12569

MAINETTI & MAINETTI, P.C.
130 N. Front Street
Kingston, New York 12401
845-600-0000

2. **Nature of Claim:** The nature of the claim is for severe and permanent personal injuries sustained by claimant, MYVANBEEHLER, and all other damages allowed by statute and case law as a result of the negligence, carelessness, recklessness and gross negligence of COUNTY OF DUTCHESS, CITY OF POUGHKEEPSIE and CITY OF POUGHKEEPSIE PARKS & RECREATION, their agents, servants and/or employees, departments, agencies and those acting under their directions, behest, permission and control in the ownership, operation, management,

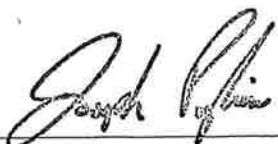
control and supervision of the subject premises and its adjacent sidewalks.

3. **The time when, the place where and the manner in which the claim arose:** Said claim arose on April 3, 2025, at approximately 3:15 p.m. along the southerly sidewalk running parallel to Wilbur Blvd., directly adjacent to the McCann Memorial Golf Course, 155 Wilbur Blvd., Poughkeepsie, NY 12603, at a point located approximately 50 feet from its parking lot entrance located thereat, while Claimant, a lawful pedestrian thereat, was caused to slip, trip and fall on a dangerous, cracked, raised, depressed and or broken sidewalk surface, causing claimant to fall to the ground and sustain serious personal injuries. Said occurrence and the injuries sustained by claimant were due to the negligence, carelessness and recklessness of the COUNTY OF DUTCHESS, CITY OF POUGHKEEPSIE and CITY OF POUGHKEEPSIE PARKS & RECREATION, its agents, servants and/or employees in its acts and or omissions, in allowing, causing and/or permitting the aforesaid premises and more specifically the sidewalk located thereat, to be, become and/or remain in an dangerous, hazardous, and unsafe condition to persons lawfully thereon; in allowing, causing and/or permitting dangerous, cracked, raised, depressed and or broken sidewalks to be, become and remain along the aforesaid premises when the Respondents knew or should have known that said condition(s) would create a hazardous, dangerous and unsafe condition to persons in said area; in failing to provide a proper walking surface; in failing to provide a safe way of traversing the subject area; in placing the Claimant in a position of peril; in failing to maintain the premises and the sidewalk area thereat free from dangerous, cracked, raised, depressed and or broken sidewalk surfaces; in failing to prevent Claimant from being precipitated to the ground; in failing to warn persons in general and Claimant herein specifically along the said sidewalk area, of the conditions existing thereat; in failing to place signs or give notice to persons in the area of said dangerous, hazardous and unsafe condition; in failing to properly repair and or remove said dangerous, cracked, raised, depressed and or broken sidewalk surfaces at the aforesaid premises; in improperly repairing dangerous, cracked, raised, depressed and or broken sidewalk surfaces at the aforesaid premises; in failing to place cones or other devices to warn the public in general and Claimant specifically of the dangerous condition existing there and then; in failing to warn persons including the Claimant herein of the dangerous, and hazardous condition by warning signs, barriers and/or some other protective device; in negligently, wantonly, recklessly and carelessly maintaining, inspecting, controlling and operating the aforesaid location; in creating an illusion of a safe place to walk; in creating a trap; in creating a slip/trip and fall hazard; in failing to properly maintain, check and/or inspect the aforesaid sidewalks at the aforesaid location, so as to avoid the contingency which occurred; in failing to use that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; and in acting with reckless disregard for the safety of others; and in causing and or creating the aforementioned dangerous and hazardous condition. See sixteen (16) color photographs taken indicating the location and condition of the sidewalk at the time of the accident attached hereto and incorporated herein.
4. Claimant, MYVANBEEHLER, sustained severe permanent personal injuries, including but not limited to a fracture of the left distal fibula, left hand pain and left wrist pain; the full extent of which are as yet not fully known. Claims are being made for personal injuries, hospital, physician and other medical expenses, pain and suffering, loss of quality and/or enjoyment of life, and all other damages to which claimants is entitled to by case law and statute.

As a result of the foregoing, claimant has been damaged in a sum of money commensurate with her injuries, which exceeds the jurisdiction of all lower Courts, together with the costs and disbursements of this action.

Dated: Kingston, New York
April 25, 2025


MYVAN BEEHLER


JOSEPH M. PUGLIESE, ESQ.
MAINETTI & MAINETTI, P.C.
130 North Front Street
Kingston, New York 12401
(845) 600-0000

INDIVIDUAL VERIFICATION

STATE OF NEW YORK)

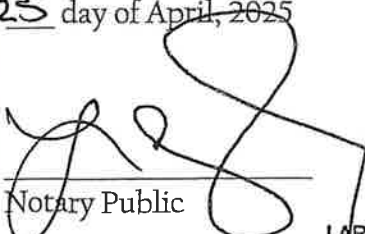
ss.:

COUNTY OF ULSTER)

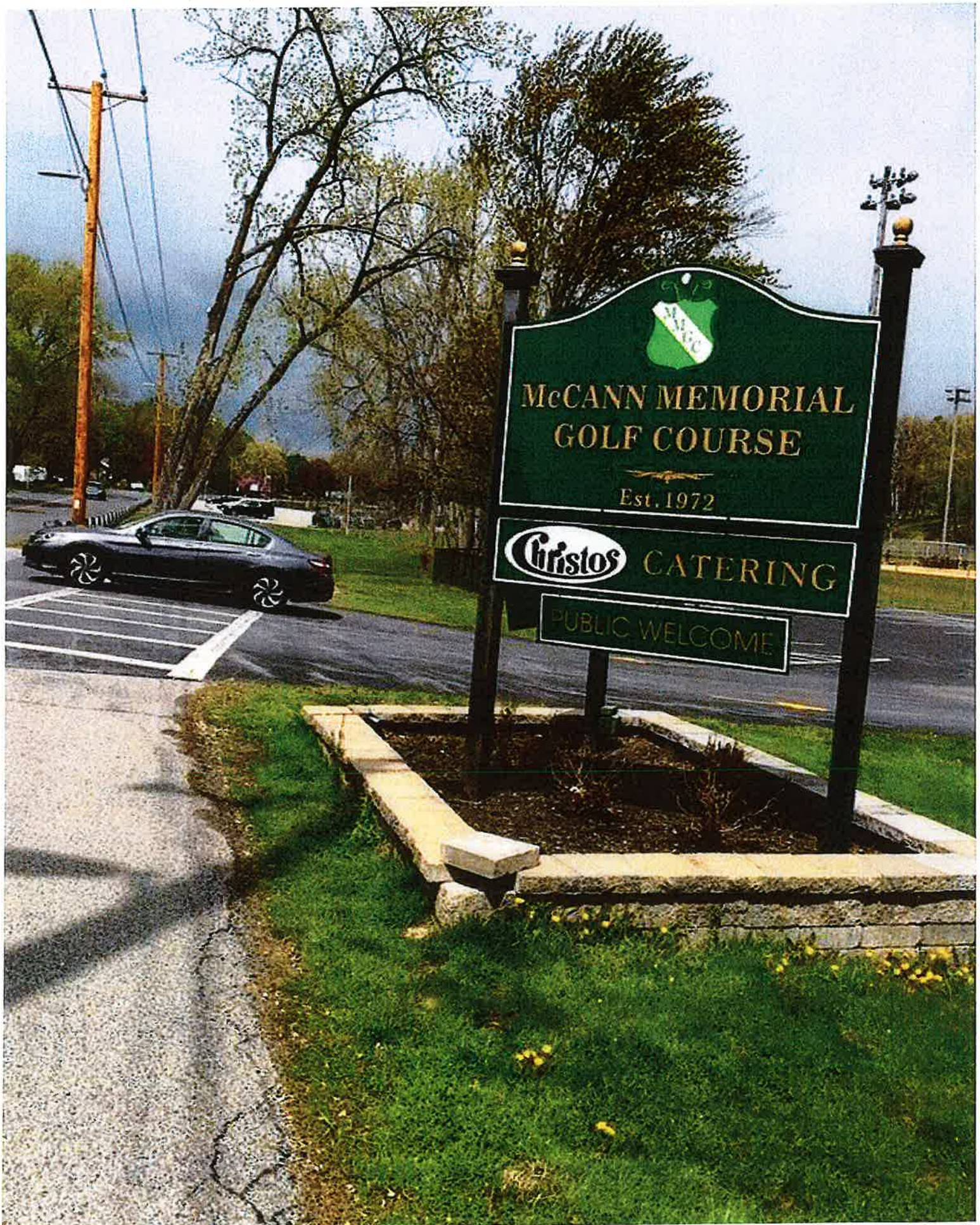
MYVAN BEEHLER, being duly sworn, deposes and says that deponent is the above-named Claimant; deponent has read the foregoing NOTICE OF CLAIM and know its contents; the same is true to deponent's knowledge, except as to those matters stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.


MYVAN BEEHLER

Sworn to before me this
25 day of April, 2025


Notary Public

LARRY CRUZ
Notary Public, State of New York
Reg. No. 01CR6050661
Qualified in Ulster County
My Commission Expires Nov. 13, 2024



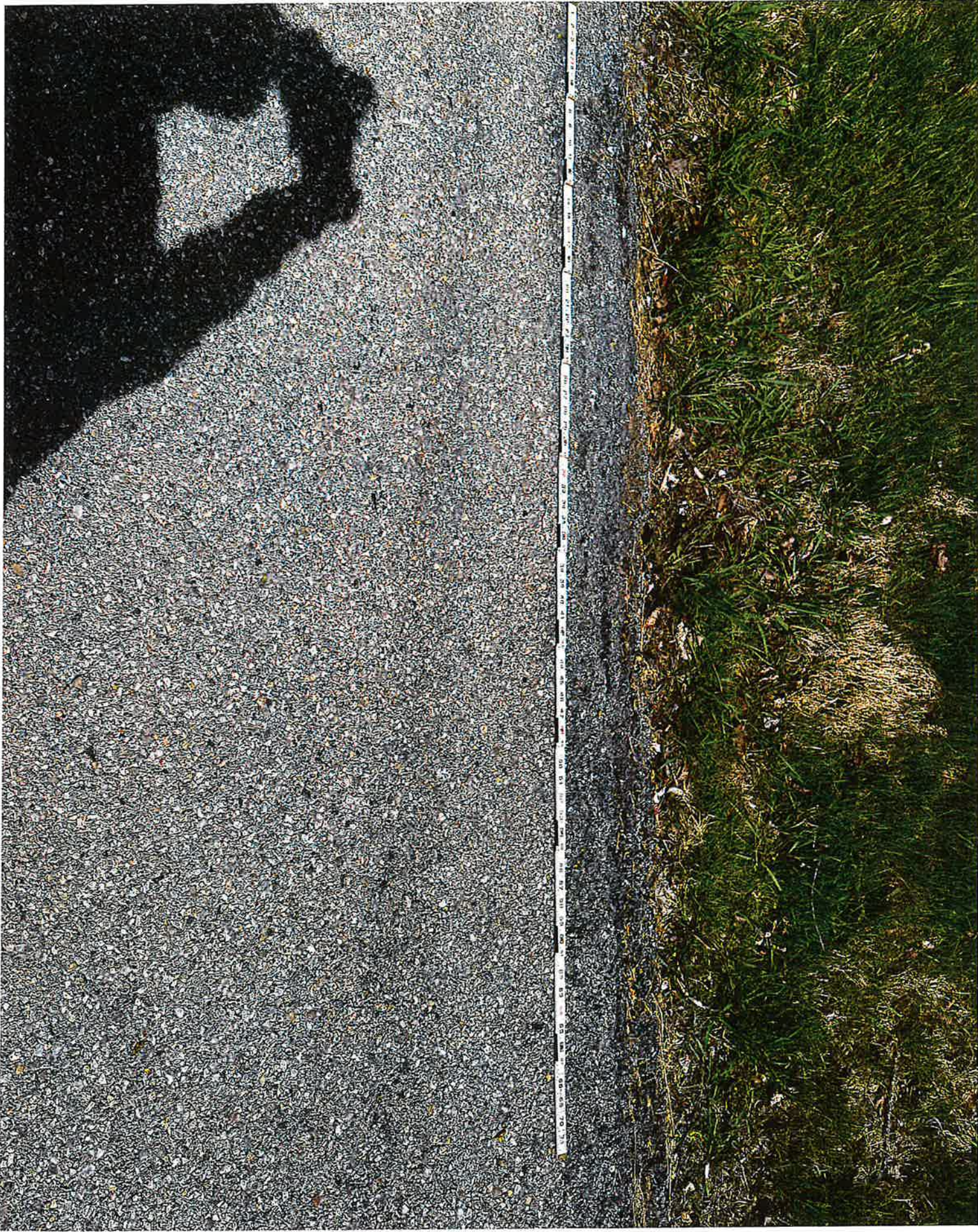


Apr 27, 2025 at 1:55:12 P





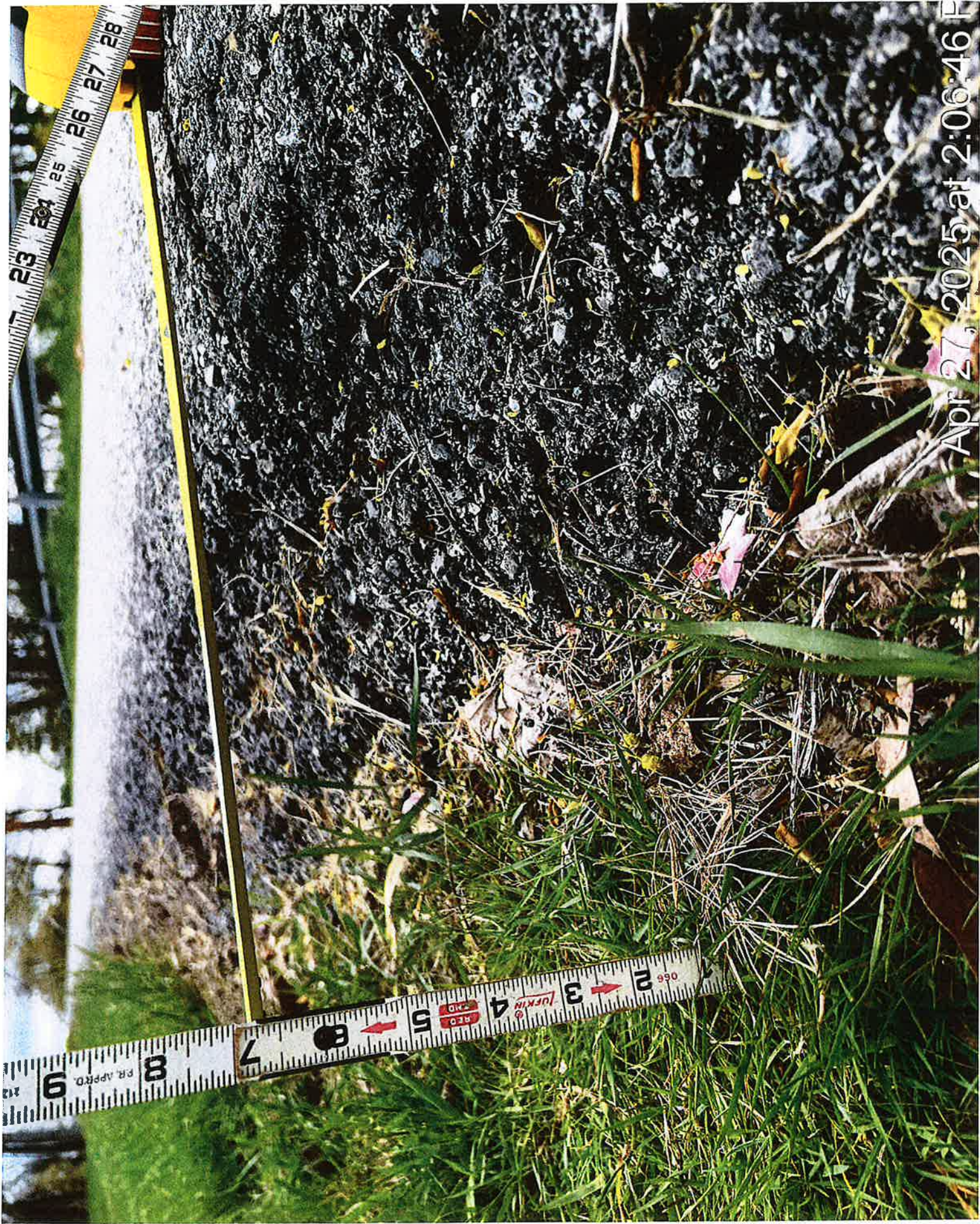












Apr 27, 2025 at 2:06:46 P



Apr 27, 2025 at 2:06:44 P



Apr 27, 2025 at 2:05:05 P









RESOLUTION

(R-25-45)

SPONSORED BY: CHAIRMAN WILSON, COUNCILMEMBERS SHOOK, PATTERSON-THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON

WHEREAS, the Joint Water Board of the Town and City of Poughkeepsie have authorized the issuance of a Request for Quotation (RFQ) for expertise in planning and water treatment engineering to produce a comprehensive Drinking Water Facilities Plan for the Poughkeepsie Joint Water Plant as shown on Exhibit A annexed hereto; and

WHEREAS, the Joint Water Board has designated \$500,000 for Engineering with the City's share being 55.2% or \$276,165.80.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the City's payment of its 55.2% share of Engineering costs, in the amount of \$276,165.80, from budget line _____.

SECONDED BY: _____

At a Regular Meeting of the Poughkeepsies' Joint Water Board
Held at the Poughkeepsies' Water Treatment Facility, Poughkeepsie,
New York, on the 5th day of May 2025

RESOLUTION NO. 5/2025

RE: COMPREHENSIVE DRINKING WATER FACILITIES PLAN

The meeting was called to order by Chairperson Christopher Gent and upon roll being called, the following were

PRESENT: Christopher Gent, Chairperson
Barbara Laird
Rebecca Edwards
Thomas Colgan
Sakima McClinton

The following Resolution was proposed by Christopher Gent, who moved its adoption, seconded by Rebecca Edwards

WHEREAS, the Poughkeepsie Joint Water Board (the "Board") was presented with the necessity to make a request for quotation ("RFQ") for expertise in planning and water treatment engineering to produce a comprehensive Drinking Water Facilities Plan ("CFP") for the Poughkeepsie Joint Water Plant (the "Plant"); and

WHEREAS, the Board discussed said RFQ and finding the RFQ to be necessary and agreeable, resolved to present the RFQ for approval; and

WHEREAS, at the March 3, 2025 Board meeting, approval to create and post the RFQ was discussed and an affirmative, unanimous vote was made to put the RFQ out to bid; and

WHEREAS, said RFQ for the CFP requires that the Board designate \$500,000 for Engineering, which would be split between the City of Poughkeepsie (the "City") and Town of Poughkeepsie (the "Town") at 55.2% and 44.8%, respectively; and

WHEREAS, said cost would result in the City allocating \$276,165.80 and the Town allocating \$223,834.20 to pay for CFP once the RFQ bidding process is completed;

NOW THEREFORE BE IT RESOLVED that the Board resolves to put out to bid the comprehensive Drinking Water Facilities Plan RFQ through the Board's procurement policy and designates \$500,000 required for the Engineering expenses for the RFQ that will be split between the City of Poughkeepsie at 55.2% (\$276,165.80) and 44.8% from the Town of Poughkeepsie (\$223,834.20).

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

AYE

NAY

ABSENT

Christopher Gent, Chairperson

Barbara Laird

Rebecca Edwards

Thomas Colgan

Sakima McClinton

✓
✓
✓
✓
✓

The Resolution is hereby declared duly adopted.

I hereby certify that the above is a true and correct copy of the Resolution passed by the Poughkeepsie Joint Water Board at its Regular Meeting held on May 5, 2025.

Dated: May 5, 2025



Thomas Colgan, Secretary

RESOLUTION

(R-25-46)

SPONSORED BY: CHAIRMAN WILSON, COUNCILMEMBERS SHOOK, PATTERSON-THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON

WHEREAS, the City of Poughkeepsie has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2025 initiative to install and activate outdoor Fitness Courts® in over 1000 municipalities and schools across the country, and;

WHEREAS, the City of Poughkeepsie will accept a \$40,000.00 National Grant from the NFC Grant Committee and Statewide Partners, and endeavor to provide the remaining project funds, estimated to be \$260,000, from budgeted or internal funds within fiscal year 2025 to promote and implement a free-to-the-public outdoor Fitness Court®, and;

WHEREAS, the City of Poughkeepsie will endeavor to provide a local funding confirmation in the amount designated on the quote detailing the remaining funds for participation, provided by the National Fitness Campaign no later than August as identified on the official Grant Program Requirement document.

WHEREAS, the Common Council of the City of Poughkeepsie believes joining the National Fitness Campaign is an important step in building a healthier community, commits to funding/fundraising to participate in NFC's 2025 Campaign, and will earn local and regional recognition as a leader in providing accessible health and wellness infrastructure and programs.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby accepts the Grant award in the amount of \$40,000 and will collaborate with NFC to join the National Fitness Campaign, implement the outdoor Fitness Court® program, and make fitness free for community residents and visitors; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that this resolution shall be deemed non-binding and shall only go into effect once the City has raised the necessary local match.

SECONDED BY: _____



Congratulations!

Poughkeepsie, NY has been selected as a 2025 MVP Campaign | NY & VT Grant Recipient!

Dear City of Poughkeepsie, NY,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Poughkeepsie has been selected as a grant eligible partner in the 2025 MVP Campaign | NY & VT! This notification letter confirms eligibility for one (1) 2025 NFC Grant of \$40,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$40,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Stephanie Cote – as your dedicated partner and champion in support of this partnership. Over the coming months, Stephanie will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2025 MVP Campaign | NY & VT is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2025 MVP Campaign | NY & VT, and we look forward to making world-class fitness free in Poughkeepsie!

Best in Fitness,

Mitch Menaged, Founder



Poughkeepsie, NY - National Fitness Campaign

2025 Funding Cycle Grant Program Requirements (GPR)

Important: Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

PHASE 1

MILESTONE 1: ADOPTION

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- **On or Before: 5/21/2025**

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
 - **Remaining Funding Requirement:**
 - **Fitness Court \$130,000**
 - **Fitness Court Studio \$165,000**
- **On or Before: 8/15/2025**

****All external fundraising must be secured no later than 120 days from the Notice of Award****

MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- **Deadline: Within 2-4 weeks from completion of Milestone 2**

PHASE 2

MILESTONE 4: PLANNING, DESIGN & ART

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs

- Requirement: Approve Site Orientation, Site Plan and Approve artwork.
- **Deadline: September 2025**



(Continued on Next Page)

MILESTONE 5: CONCRETE SLAB INSTALLATION

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 14 days before Fitness Court® installation, Spraylock additive required). Fill out the concrete slab inspection form upon completion.
 - **Estimated Funding Requirement: \$0-\$45,000 (Pending Standard or Studio Configuration)**
- **Deadline: October 2025 or Spring 2026**

MILESTONE 6: FITNESS COURT® ASSEMBLY

Summary: Select Fitness Court® Assembly Team - NFC'S Approved Installation Network (AIN) is recommended pending local procurement requirements and policies.

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
 - **Estimated Funding Requirement: \$28,500-\$38,500 (Pending Standard or Studio Configuration)**
- **Deadline: November 2025 or Spring 2026**

MILESTONE 7: PRESS LAUNCH RIBBON CUTTING CEREMONY

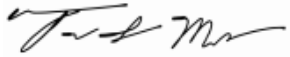
Summary: Hold Fitness Court® press launch & ribbon cutting event (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, train ambassadors, hold launch within campaign year (weather permitting)
- **Deadline: December 2025 or Spring 2026**

MILESTONE 8: ATTEND OFFICIAL WELCOME TO CAMPAIGN VIRTUAL CALL

Summary: Attend NFC's official Welcome to Campaign call to share success of launch, initiate Fitness Court warranty, receive tools & services for Fitness Court activation, establish connection to long-term NFC Relationship Management Team

- Requirement: Schedule call with NFC & Local Leadership to attend Welcome to Campaign call. **Call completes formal grant obligations.*
- **Deadline: Scheduled within 2 weeks post Launch Event (Milestone 7)**

G.P.R. Authorized by:  Trent Matthias - Campaign Director

RESOLUTION

(R-25-47)

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

WHEREAS, the State of New York Department of Transportation has extended an offer of just compensation pursuant the Eminent Domain Procedure Law (EDPL) for a permanent easement of 57 square feet as shown on the agreement annexed hereto as Exhibit A located at 50 Cannon Street (parking lot at corner of eastbound 44/55 and Academy Street).

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the Mayor and/or City Administrator to accept the offer of \$450 and execute the Agreement annexed hereto as Exhibit A, as well as any subsequent papers necessary to complete filing of the easement map and payment of the claim.

SECONDED BY: _____

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY

AGREEMENT FOR ADVANCE PAYMENT

PIN **881550201** PROC **15491**
PROJECT **SH 77-13, Poughkeepsie City- East-West Arterial (Washington St-Grand Ave)**
MAP(S) **1** PARCEL(S) **1**
COUNTY **Dutchess** TOWN/CITY **Poughkeepsie** VILLAGE

THIS AGREEMENT, made this day of , between

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State,"

WITNESSETH:

WHEREAS, pursuant to statute, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Four Hundred Fifty and 00/100 Dollars (\$450.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.
2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver, or cause to be executed and delivered, to the Attorney General, all title papers or other papers reasonably necessary to effect a valid transfer of title, authorize payment, and secure to the State a full release of all claims (other than the claim of Claimant) existing by reason of the aforementioned appropriation, including such claims existing by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project. The State will identify such title papers or other papers reasonably necessary, upon written request for this information by Claimant.
3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Office of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.
4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees, and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
5. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.
6. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.
7. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.

8. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this Agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgment dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by Claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates, or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.

9. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.

10. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this Agreement for Advance Payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval, or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt, or satisfaction therefor in consideration of the payment made hereunder.

11. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants, or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Claimant:

City of Poughkeepsie

BY: 

Name

ITS: 

Title

STATE OF NEW YORK

COUNTY OF  _____) ss.:

On the  _____ day of  _____ in the year  _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

 _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.



(Notary Public)

COMMISSIONER OF TRANSPORTATION
FOR THE PEOPLE OF THE STATE OF NEW YORK

APPROVED:

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

Land Contract
No. _____

MAP NO. 1
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

Parcel Locator Point:

Parcel No. 1
N: 1045155.915
E: 648686.785

Signal No. D-13A

CITY OF POUGHKEEPSIE
(REPUTED OWNER)

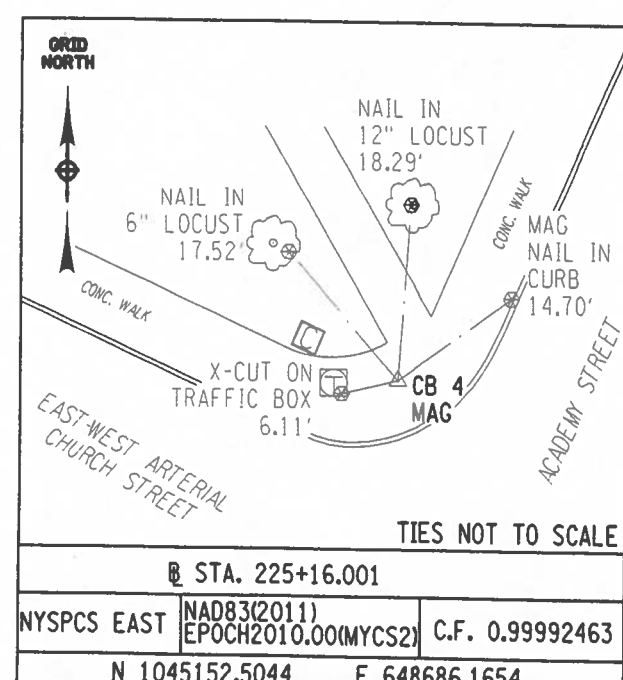
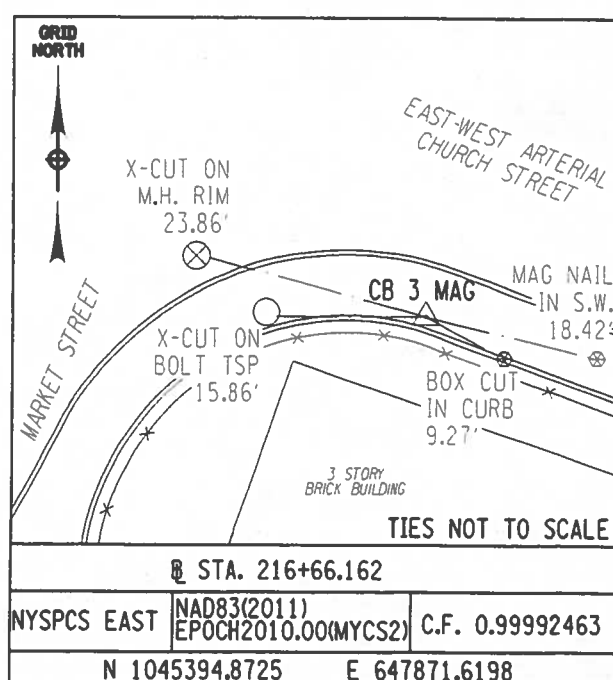
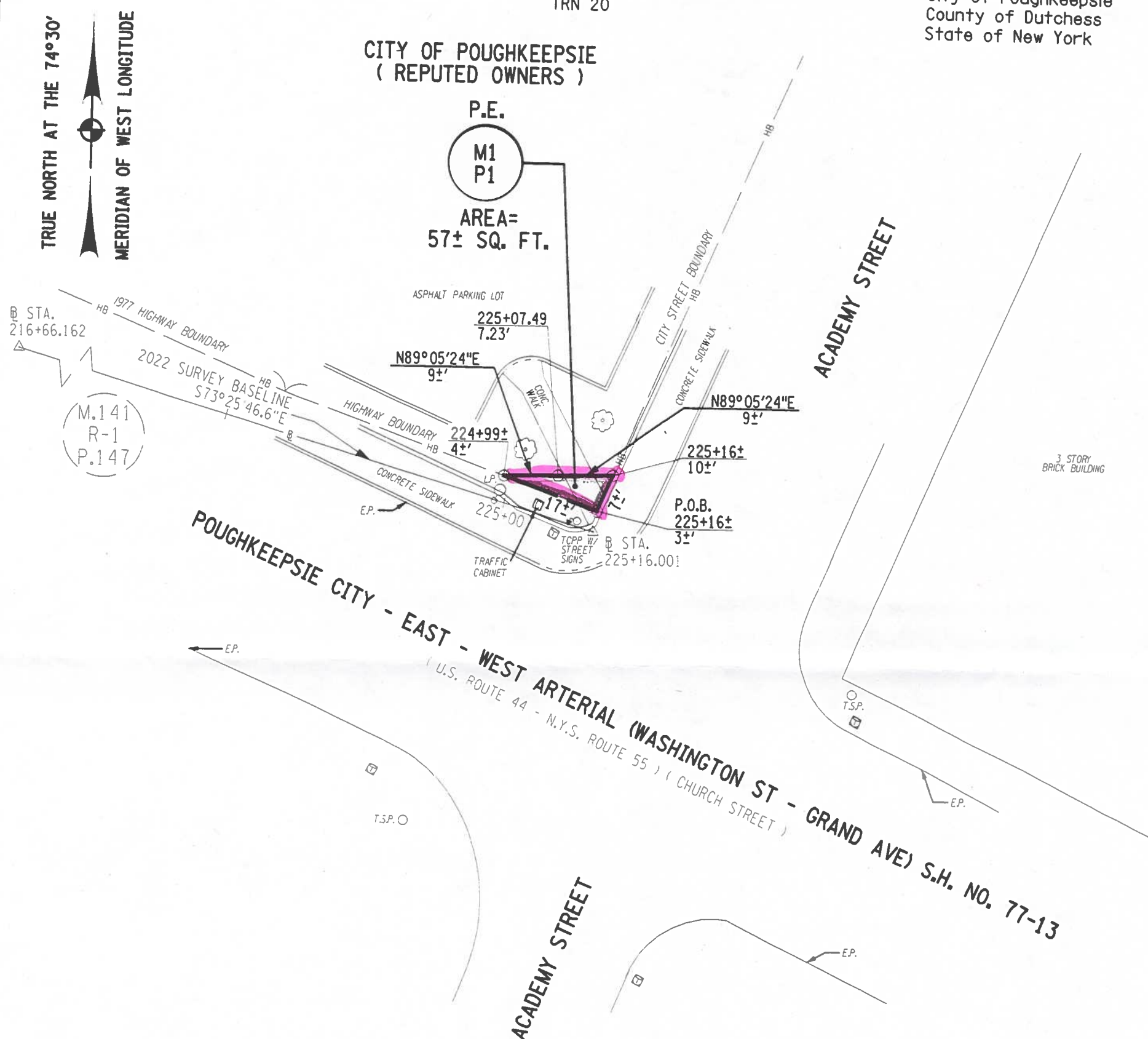
CCD: BOOK 1404 PAGE 892

TRN 20

PARCEL SUMMARY:

Parcel Summary:
Type: Permanent Easement
Portion of 2022 Tax Map
Ref. No.
131300-6162-77-088017
City of Poughkeepsie
County of Dutchess
State of New York

TRUE NORTH AT THE $74^{\circ}30'$
MERIDIAN OF WEST LONGITUDE



Field Survey Records and Control Report are on file in the Regional Office of NYSDOT.

PERMANENT EASEMENT FOR TRAFFIC CONTROL DEVICES

A permanent easement to be exercised in, on and over the property delineated above and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon traffic control devices and appurtenances in and to all that piece or parcel of property designated as Parcel No. 1, situate in the City of Poughkeepsie, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northerly boundary of the existing Poughkeepsie City - East - West Arterial (Washington St - Grand Ave) highway at the intersection with the northwesterly boundary of the existing Academy Street, said point being 3± feet distant northerly, measured at right angles, from station 225+16± of the hereinafter described survey baseline for the reconstruction of the Poughkeepsie City - East - West Arterial (Washington St - Grand Ave) State Highway No. 77-13; thence westerly along the last mentioned boundary of said existing Arterial, 17± feet to a point 4± feet distant northerly, measured at right angles, from station 224+99± of said baseline; thence through the property of City of Poughkeepsie (reputed owner) the following two (2) courses and distances: (1) North 89°-05'-24" East, 9± feet to a point 7.23 feet distant northerly measured at right angles from Station 225+07.49 of said baseline, and (2) North 89°-05'-24" East, 9± feet to a point on the northwesterly boundary of said existing Academy Street, the last mentioned point being 10± feet distant northerly, measured at right angles, from station 225+16± of said baseline; thence southwesterly along the last mentioned boundary of said existing street 7± feet to the point of beginning; being 57 square feet more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

The above-mentioned survey baseline is a portion of the 2022 survey baseline for the reconstruction of Poughkeepsie City - East - West Arterial (Washington St - Grand Ave) State Highway No. 77-13 as shown on a map and plan on file in the Office of the State Department of Transportation and described as follows:

Beginning at station 216+66.162; thence South 73°-25'-46.6" East to station 225+16.001.

All bearings referred to TRUE NORTH at the 74° - 30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

DATE: MARCH 20, 2024

Mark J. Tiano
MARK J. TIANO, REGIONAL DESIGN ENGINEER
FOR THE REGIONAL DIRECTOR OF TRANSPORTATION
REGION 8

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards, and procedures.

DATE: MARCH 7, 2024

Donald G. Sovey
DONALD G. SOVEY, SENIOR LAND SURVEYOR
P.L.S. LICENSE NO. 050078



CITY OF POUGHKEEPSIE
(Reputed Owner)

Map of property in and to which an easement, as hereinabove defined, is deemed necessary by the Commissioner of Transportation to be acquired by appropriation in the name of the People of the State of New York for purposes connected with the highway system of the State of New York pursuant to Section 30 & 349C of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title, and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date: MARCH 17, 2025

Kathleen J. Kelly
Office of Right of Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

Salvatore J. Lym
Office of Right of Way



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MACMILLAN, P.E.
Regional Director

March 26, 2025

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601-2411

Subject property address: 50 Cannon Street, Poughkeepsie, NY 12601-0000

Re: PIN 8815.50.201
SH 77-13, Poughkeepsie City – East - West Arterial
(Washington St – Grand Ave)
Map: 1; Parcel: 1
City of Poughkeepsie
County of Dutchess

Dear City of Poughkeepsie:

The New York State Department of Transportation (NYSDOT) is progressing the above captioned project, and we are now able to extend an offer of just compensation to you for your property as described in the attached map(s). Our offer, based on the amount of our highest approved appraisal, is **\$450.00 (Four Hundred Fifty and 00/100 dollars)**.

To assist you with your review of our offer, please find the following documents:

- 1) **EXPLANATION OF ACQUISITION & OFFER OF SETTLEMENT (ROW 265-1)**
- 2) **HOW PROPERTY IS ACQUIRED IN NEW YORK STATE (ROW 432a)**
- 3) **ACQUISITION FACT SHEET (ROW 431a)**
- 4) **APPROPRIATION MAP:** This map depicts the area and interest the Department is acquiring. The map became official upon filing with the Department of Transportation on **March 17, 2025**. After you have had a reasonable opportunity to consider the offer stated above, we will record this map with the County Clerk's Office where the property is located whereupon title will transfer from you to the State of New York; you will be notified of this by personal service or certified mailing of a Notice of Appropriation and map.
- 5) **PLAN SHEET**
- 6) **DESCRIPTION OF PROJECT**
- 7) **AGREEMENTS:** By law, you may receive your compensation either as an advance payment on your claim by signing and returning the enclosed Agreement for Advance Payment, or as a full settlement of your claim by signing an Agreement of Adjustment and Release of Owner (which will be provided upon request).

(a) If you sign the enclosed Agreement for Advance Payment, you may collect the amount stated on the agreement, plus applicable interest, and negotiate for additional compensation, if warranted and justified. The Agreement for Advance Payment provides you with the right to file a claim with the Court of Claims, within a three-year period from the date the Department delivers you a Notice of Appropriation. Your failure to file a claim in the Court of Claims within the three years shall be automatically deemed an acceptance of the amount paid as full settlement of your claim.

(b) If you sign the Agreement of Adjustment and Release of Owner, this settles your claim for the offered amount, plus applicable interest, and waives your right to file a claim in the Court of Claims. Please note that this agreement is not included in this offer package but is available upon request.

For either type of agreement, please execute all four (4) originals in the presence of a notary public. Keep one original for your file and return the other three (3) in the enclosed postpaid envelope.

- 8) **INTEREST SUPPLEMENT TO AGREEMENT (ROW 21-8)** – This is an informational sheet explaining how interest is calculated on the offered amount and will be attached to the agreements if applicable to your specific appropriation.
- 9) **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)** – This form is used to collect your Social Security/Tax Payer Identification number.
- 10) **SELF-ADDRESSED STAMPED ENVELOPE (SASE)** for return of the signed agreements and other completed documents.
- 11) **RESOLUTION** – to be completed by designated officer(s) or proper part(ies) to execute the agreements and closing papers on your behalf.
- 12) **AFFIDAVIT OF TITLE**
- 13) **CLAIM FOR PAYMENT-PURCHASE OF LAND OR PROPERTY (AC1366-S)** Voucher (in duplicate)

Please be advised that before we can issue a check for your property, the following steps must be completed:

- (a) The Department must take title to the property by recording the appropriation map with the County Clerk where the property is located.
- (b) The Department must receive three (3) copies of the signed agreement from you containing original signatures, signed in the presence of a notary (retain one (1) for your records). The agreement must be approved by the Commissioner or his/her designee and, in certain instances, the Office of the New York State Comptroller.

- (c) IRS Form W-9 must be properly executed and returned.
- (d) The enclosed closing documents required by the New York State Attorney General's Office, which represents the Department for the closing, must be completed and returned:
 - i. Claim for Payment Vouchers
 - ii. Affidavit of Title (must be notarized)
- (e) The Department must verify payment of taxes for Tax Map Parcel **131300-6162-77-088017**.
*Note that if a tax was a lien on the date of vesting, proof of payment of all installments is required.
- (f)

Any additional required documents needed to issue payment not already included in this package will be provided to you after the Department receives a signed agreement.

Please also note that pursuant to New York State Eminent Domain Procedure Law §304(e)(2), the Department may make a deposit in the amount of our highest approved appraisal of your property if federal funds are involved in the project and the Department determines that it is necessary to proceed with a construction contract without delay. Such a deposit complies with federal laws, rules, and regulations. You will be notified if a deposit has been made and you may apply to receive the deposited funds.

I will contact you soon to further discuss the materials enclosed and answer any questions you may have. In the meantime, should you wish to contact me, I can be reached at 845-437-5156 or by e-mail at charlene.laday-hill@dot.ny.gov . Thank you.

Sincerely,



Charlene L. LaDay-Hill
Real Estate Specialist 1

Enclosures

cc: Acquisitions Management Bureau, POD 41
File

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
REGION 8

EXPLANATION OF ACQUISITION/OFFER OF SETTLEMENT

PIN: 8815.50.201 **PROC#:** 15491 **DECL:** 1505
SH: 77-13 **PROJECT:** Poughkeepsie City – East West Arterial (Washington St – Grand Ave)
COUNTY: Dutchess **CITY/TOWN:** Poughkeepsie
MAP: 1 **PARCEL:** 1
CLAIMANT: City of Poughkeepsie

EXPLANATION OF ACQUISITION

Map 1 Parcel 1 is a Permanent Easement (PE) with four sides & an area of 57± square feet (sf). Near triangle in shape, the PE area is located on the south end of the property on the corner of Academy Street & Church Street (Route 44-55). The PE area starts from the Point of Beginning (P.O.B) on the Highway Boundary (HB) moving northeast 7± ft, then angling southwest two equal distances of 9± ft, respectively, then southeast 17± ft back to the P.O.B. The PE is needed for purposes of traffic control devices.

Offer of Settlement

1. Direct Damages	\$450.00
2. Improvement Damages	\$0.00
3. Rental Value	\$0.00
<i>Total Damages - Just Compensation</i>	\$450.00

Description of Project

The New York State Department of Transportation is preparing to acquire real property for a traffic signal enhancement project. The goal of this project is to install traffic signal electrical disconnect and generator transfer switches at signalized intersections throughout the Hudson Valley Region in Dutchess, Orange, Putnam, Rockland, Ulster, and Westchester Counties.

The above value represents the amount of our highest approved appraisal, developed in accordance with appraisal standards as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). If you are satisfied with our explanation of the acquisition and wish to settle your claim with the State, you may request that we send you the Agreement of Adjustment and Release of Owner for execution. If you wish to leave your claim open and still collect the offered compensation, you may execute all three of the enclosed Agreement for Advance Payment documents, keeping one for your records and returning two in the self-addressed envelope provided. Once we receive your signed agreement and the closing papers have been completed and processed, payment can be made to you.

Please note that, in making this offer and any subsequent payment, the Commissioner of Transportation and the State of New York reserve certain rights, as explained in this paragraph. If, in the course of the construction of this project or the use or occupation of the property by the State or its authorized agents, it is discovered that hazardous or contaminated materials are present on any portion of the property in which the State is acquiring an interest, and such condition requires remediation by the Department of Transportation and/or some other State agency, the Commissioner and the State shall have the right to assert any claim, fine or penalty authorized by law against you or any other person or entity who owned, occupied or used the property, or caused such contamination, prior to the State's acquisition. This includes the right to assert a claim against any payment made pursuant to either of the enclosed Agreements or any subsequent payment, including any court award or settlement.

RESOLUTION
(R-25-48)

INTRODUCED BY COUNCILMEMBERS SHOOK, PATTERSON-THOMPSON AND BROWN

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council of the City of Poughkeepsie hereby authorizes the Corporation Counsel to settle litigation currently pending entitled *Basora v. City of Poughkeepsie et.al* in the amount of \$550,000.00 and that \$500,000.00 of said amount shall be paid from the 2025 budget for judgment/claims (the City maintains a \$500,000.00 deductible and the remaining \$50,000.00 will be paid by NYMIR); and be it further

RESOLVED, that the City does not admit liability in making this settlement; this Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims; and be it further

RESOLVED, that the 2025 Budget adopted by the Common Council as Resolution R-24- 89 is amended as shown on Schedule A, annexed hereto and made a part hereof, which will allow the settlement to be paid in full from GL 01-20-1910 7490; and be it further

RESOLVED, that the Mayor and or Corporation Counsel are authorized to do all things necessary to give effect to this resolution including but not limited to executing a stipulation of settlement and a stipulation of discontinuance.

SECONDED BY COUNCILMEMBER _____.

Schedule A

G/L	G/L Name	Description	Increase	Decrease
01-20-1900 7498	Contingency	Decrease Contingency Budget to Cover Settlement Payout	\$ -	\$ (450,000)
01-20-1930 7490	Judgments/Claims	Increase Judgements/Claims Budget to Cover Settlement Payout	\$ 450,000	\$ -
Total Increases and Decreases			\$ 450,000	\$ (450,000)

Gross Difference Compared to Adopted Budget	\$ -
Net Change in Budgeted Revenues	\$ -
Net Change in Budgeted Expenses	\$ -

RESOLUTION

(R-25-49)

SPONSORED BY: CHAIRMAN WILSON, COUNCILMEMBERS SHOOK, PATTERSON-THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND MCCLINTON

WHEREAS, Revive College Hill Park, Celebrating the African Spirit and MASS Design have requested that honorary street signage be placed in College Hill park as set forth below.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the following honorary signs to be placed in College Hill Park:

1. The entrance road shall be known as “Frederick Douglas Way” to recognize that Frederick Douglass delivered a speech in Poughkeepsie, New York, on August 2, 1858 celebrating the 24th anniversary of the British emancipation of slavery in the West Indies. The event was attended by an estimated 3,000 to 4,000 people. Douglass arrived in Poughkeepsie by steamboat, was greeted by cheering crowds, and then taken to College Hill in a carriage. He spoke for two hours at College Hill, captivating the audience.
2. The oval shall be known as “Bolin Oval” in honor of Jane Bolin and the Bolin Family. Jane Bolin, once a Poughkeepsie resident, was the first African American female judge in the U.S. and the first African American female to graduate from Yale Law School. Judge Bolin’s family had deep roots in Poughkeepsie and broader Dutchess County, a history stretching back to the earliest African-American presence in the region. Her grandfather was born in Dover Plains. Gaius, her father, was the first African-American graduate of Williams College, and practiced law in Dutchess County for more than 50 years, becoming the first African-American president of the Dutchess County Bar Association at 80 years old. Jane Bolin’s mother, Matilda, was a newcomer to the county — a Protestant immigrant from Northern Island

SECONDED BY: _____

**ORDINANCE AMENDING §13-186
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-25-04)

INTRODUCED BY COUNCILMEMBER SHOOK:

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

SECTION 1: §13-186 is hereby amended by the following modification:

**Section 13-186. Parking prohibited between 8:00 a.m. and 6:00 p.m. except
Saturdays, Sundays, and Holidays.**

Upon the erection of signs giving due notice thereof, the following areas shall be designated as part of the Parking prohibited between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays, and Holidays area.

South Avenue, West Side, from Reade Place, continuing for 100 feet North.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold