COMMON COUNCIL MEETING

Tuesday, June 3, 2025
Common Council Chambers
6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting of May 20, 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 DARCY MCCOURT**, a presentation from Rebuilding Together Hudson Valley regarding program providing free home repairs for income-qualified homeowners

2. **FROM MID-HUDSON ANTISLAVERY HISTORY PROJECT**, a presentation regarding the Harriet Tubman Scenic Byway plans for New York State

3. **FROM DAWN EDWARDS**, a notice of claim for personal injury sustained on or about February 3, 2025

4. **FROM ZORAYA BOISSARD,** a notice of claim for personal injury sustained on or about February 10, 2025

5. **FROM HIVE MARKET LLC,** a 30-Day Advance notice of NYS Liquor license application

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

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS

VII. REPORTS OF COMMITTEES AND BOARDS: NONE

CONSENT AGENDA:

VIII. MOTIONS AND RESOLUTIONS:

1. **R-25-50,** Resolution Accepting Grant Funds from New York State Office of Parks, Recreation and Historic Preservation for the Purpose of Funding the 2025 New York Statewide Preservation Conference

2. **R-25-51,** Resolution Accepting $10,000 Payment from St. Joseph's Rehabilitation Center Inc to Resolve Outstanding Payments from a 1997 Agreement with the City of Poughkeepsie

3. **R-25-52,** Resolution Authorizing the Waiver of Interest, Penalties and Fees Incurred by the Owner of 12 Hooker Ave on the 2025 Property Tax Bill

4. **R-25-53,** Resolution Approving License Agreement to Allow the Nature's Impact LLC to Utilize a Section of Malcolm X Park

5. **R-25-54**, Resolution Approving Retainer Agreement with Wang Hecker, LLP for the Purpose of Commencing and Prosecuting an Action Against Dutchess County

IX. ORDINANCES AND LOCAL LAWS:

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

XI. ORDINANCES AND LOCAL LAWS:

XII. MAYOR'S COMMENTS:

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:

The City of Poughkeepsie
New York

Common Council Meeting Minutes

Tuesday, May 20, 2025	6:30 PM	Common Council Chambers

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie Common Council the date is May 20, 2025, and the time is 6:30pm

I. ROLL CALL

9 Present, 0 Absent ()

II. REVIEW OF MINUTES

A motion to Approve minutes was made by 3rd Ward Council Member Brown and seconded by 2nd Ward Councilmember Menist.

APPROVE MINUTES OF MAY 6, 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 May 6, 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 item #2 to Corporation Counsel was made by 3rd Ward Council

Member Brown and seconded by 1st Ward Council Member Henry.

MOTION TO DEFER ITEM #2 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 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.

Laurie Sandow - South Grand Ave*
Carmen McGill - Glenwood Ave
Daniel Atonna - College Ave
Joe Troche' - Delafield St
Suprina Troche' - Delafield St
Dennis Pavelock - Hyde Park
Doug Nobiletti - Liberty St
Angel & Michelle Ayala - Spruce St
Liz O'Rafferty - Mill St
Barrington Atkins - County Legislator

***Submitted written comments**

Laurie Sandow comments, City of Poughkeepsie Common Council meeting, May 20, 2025

I'll begin at the place where my comments were terminated by Da'Ron Wilson at the last Council meeting. Why? Because in a City that is now rightly condemning the County for their lack of transparency, accountability and unilateral action regarding 26 Oakley <https://content.govdelivery.com/accounts/NYDUTCHESS/bulletins/3df5b4f?reqfrom=share>, we are dealing with an equal lack of transparency and accountability by the Flowers Administration, her appointeds and the Council electeds. We have Flowers making claims and pointing fingers at other people's so-called agendas while creating and holding anonymous, closed-to-the-public meetings of anonymous selected (quote) "stakeholders", appointing or even reappointing unqualified members to various boards, attempting to sneak anti-preservation text into the zoning code, plus more.

At the last Council meeting, before my public comments were terminated, I was reading my verbatim reply to a Facebook post by Yvonne Flowers—a post and reply she deleted. By virtue of that deletion, and despite all caselaw to the contrary, she continues to falsely claim that her Facebook page remains a personal page, rather than a public forum, even though by talking on that page about her position and function as Mayor, she converted that page to a public forum through her own posts.

On April 15, on Facebook, Yvonne Flowers wrote: "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!"

My verbatim response to her post was:

“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.”

Flowers responded to this comment by “unfriending” and blocking me from her Facebook page. She deleted the entire thread so that no-one could ever read it and judge for themselves. She continues to make false public claims that she took that action because I was trolling her page, and making comments unfit for the eyes of her grandchildren. As I said at the last meeting, my comment was a statement of fact and law. And if she deems that comment unfit for the eyes of her grandchildren, she has a simple cure: stop lying and stop breaking the law.

When called before the House Un-American Activities Committee, Pete Seeger testified: “I love my country very dearly, and I greatly resent the implication that some of the places that I have sung and some of the people that I have known, and some of my opinions, whether they are religious or philosophical, make me less of an American."

My comments and opinions, whether supportive or critical, religious or philosophical, do not make me any less of a concerned member of the Poughkeepsie community. On the contrary, time and again, by both word and deed, I have shown my deep involvement and concern for the life, welfare and future of this city.

Diversity of thought and opinion makes a city—as well as a nation—stronger, not weaker. While the public remains limited to only three minutes every two weeks, the Administration, its appointeds and Councilmembers use and abuse their liberty to speak at length; to pocket taxpayer-funded five- and six-figure salaries, benefits, stipends and ward funds; to protect themselves against the public with secret closed door meetings; to impose self-protective and self-dealing rules, and to surround themselves with yes-men and pocket votes, including by councilmembers who don't communicate with their constituents, and certain committee and board chairs who unreasonably limit or entirely delete public comments from their meeting agendas. One example is this response to an Informational Meeting question posed to Da'Ron Wilson about why he has never held an 8-Ward meeting and when he plans to do so. His reply: **"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."** The lack of transparency, accountability and overall conduct by the Mayor, her appointeds, and Council electeds (including, but not limited to, the Council majority of Flowers' fellow Firemen's Exempt social club members) leaves no confusion about who reaps the privilege and benefits of their position, versus who gets the shaft by being cut out of knowledge, information and inclusion in this city.

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

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

MOTION TO APPROVE CONSENT AGENDA: MOTIONS & RESOLUTIONS - 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. **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

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.

2. **R-25-46**, Resolution Accepting $40,000 National Grant from the National Fitness Campaign (NFC)

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.

3. **R-25-47**, Resolution Accepting and Signing Payment Agreement for Permanent Easement at 50 Cannon Street

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.

4. **R-25-48**, Resolution Authorizing Settlement of Basora v. City of Poughkeepsie et. al

R E S O L U T I O N

(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* 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.

5. **R-25-49,** Resolution Approving Honorary Street Signage "Frederick Douglas Way" and "Bolin Oval" at College Hill Park

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

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

A motion to Approve was made by 4th Ward Council Member Shook and seconded by 2nd Ward Councilmember Menist.

MOTION TO APPROVE THE CONSENT AGENDA:ORDINANCES & LOCAL LAWS- **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. ***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.

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.

<u>**South Avenue, West Side, from Reade Place, continuing for 100 feet North.**</u>

SECTION 2: This Ordinance shall take effect immediately.

ADDITIONS denoted by <u>**Underlining and Bold**</u>

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

XII. MAYOR'S COMMENTS:

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

I just want to reiterate, thanking everyone that came out today to speak as well. As a support, thank you, of course, County Legislator Atkins for all your support and your fight in this struggle as well. Once again, also to the Chamberlain for his lead on the stakeholders group. Shout out to our unified Poughkeepsie High School unified basketball team. They had their senior night and finished their season very well. Shout out to Celebrating the African Spirit, of course, always fighting the fight to make sure historical preference is made in the African American experience and for the College Hil naming. And [I] also want to shout out to those that work behind the scenes. A lot of people that work behind the scenes don't always want to be acknowledged or stay behind the scenes for a reason, especially even here in our own city government and city hall. I want to thank all those people behind the things that work here. Also, I want to say a shout out to Mr. Bill Duke for coming and accepting his street and of course all his contributions that he's done to the film industry. And, last but not least, please everybody, make sure you go out to vote if you have not vote for the school board.

And that is it for myself.

XIV. ADJOURNMENT:

At 7:32pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Dated: May 27, 2025

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, May 20, 2025.

Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain

RESOLUTION

(R-25-50)

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

WHEREAS, the City of Poughkeepsie applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation (“OPRHP”) under the **Title 9 of the Environmental Protection Act of 1993** for the purpose of funding the 2025 New York Statewide Preservation Conference.

NOW, THEREFORE, BE IT RESOLVED, that the City of Poughkeepsie is authorized and directed to accept these grant funds in an amount not to exceed $40,000 for the project described in the grant application; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Poughkeepsie is authorized and directed to agree to the terms and conditions of the State of New York Contract for Grants ("Contract") with OPRHP for such 2025 New York Statewide Preservation Conference; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Common Council of the City of Poughkeepsie delegates signing authority to the Mayor and/or City Administrator to execute the Contract, attached hereto as Exhibit A, and any amendments thereto, and any other certifications necessary to complete payment of the Grant award.

SECONDED BY: ____

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<table>
<tr>
<td>STATE AGENCY (Name & Address):
Office of Parks, Recreation and Historic Preservation

NYS OPRHP 625 Broadway, 2nd floor
Albany, NY 12207</td>
<td>BUSINESS UNIT/DEPT ID: PRK01 1290000

CONTRACT NUMBER:
PRK01-T00169GM-1290000

CONTRACT TYPE (select one):
☐ Multi-Year Agreement
☐ Simplified Renewal Agreement
☑ Fixed Term Agreement</td>
</tr>
<tr>
<td>CONTRACTOR NAME:
POUGHKEEPSIE CITY OF</td>
<td>TRANSACTION TYPE:
☑ New
☐ Renewal (list periods) :
☐ Amendment (list periods) :</td>
</tr>
<tr>
<td>CONTRACTOR IDENTIFICATION NUMBERS:

NYS Vendor ID Number: 1000002329

Federal Tax ID Number: 146002385</td>
<td>PROJECT NAME: 2025 Statewide Conference

ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):

15.904</td>
</tr>
<tr>
<td>CONTRACTOR PRIMARY MAILING ADDRESS:
62 CIVIC CENTER PLAZA

POUGHKEEPSIE, NY 12601

CONTRACTOR PAYMENT ADDRESS:

☑ Check if same as primary mailing address

CONTRACTOR MAILING ADDRESS:

☑ Check if same as primary mailing address

CONTRACTOR PRIMARY E-MAIL ADDRESS:</td>
<td>CONTRACTOR STATUS:

☐ For Profit
☑ Municipality
☐ Tribal Nation
☐ Individual
☐ Not-For- Profit

Charities Registration Number:

Exemption Status/Code: N/A

☐ Sectarian Entity</td>
</tr>
<tr>
<td>CURRENT CONTRACT TERM:

From: 10/01/2023 To: 09/30/2026

AMENDED TERM:

From:
To:</td>
<td>CONTRACT FUNDING AMOUNT
(Fixed Term – enter current period amount;
Simplified Renewal – enter cumulative amount to date;
Multi-year – enter total projected amount of the contract):

CURRENT: $40,000.00

AMENDED: $0.00

FUNDING SOURCE(S)
☐ State
☑ Federal
☐ Other</td>
</tr>
</table>

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☑ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: POUGHKEEPSIE CITY OF

By: ______________________________

Printed Name

Title: ______________________________

Date: ______________________________

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

____

____

By: ______________________________

Printed Name

Title: ______________________________

Date: ______________________________

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: ______________________________

Printed Name

Title: ______________________________

Date: ______________________________

STATE COMPTROLLER'S SIGNATURE

By: ______________________________

Printed Name

Title: ______________________________

Date: ______________________________

Contract Number:# PRK01-T00169GM-1290000

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. **Renewal:**

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

   a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

   b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

      i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

6. <u>WAGE AND HOURS PROVISIONS</u>. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

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

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

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

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

23. <u>COMPLIANCE WITH CONSULTANT DISCLOSURE LAW</u>. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. <u>PROCUREMENT LOBBYING</u>. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. <u>CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS</u>.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. <u>IRAN DIVESTMENT ACT</u>. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

A. Notice. For purposes of notice as contained in this State of New York Contract for Grants (Contract), Standard Terms and Conditions, Section I(G):

1. The **State's designee** shall be the STATE AGENCY identified on the Face Page. Document submission and inquiries should be directed to the designated STATE AGENCY representative.
2. The **Contractor's designee** shall be the CONTRACTOR NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the Face Page.

B. Payment shall be made to the NYS Vendor ID Number at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page

C. Changes to Budget and Program Work Plan. Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(D) of this Contract.

D. It is the Contractor's responsibility, pursuant to Sections 57 and 220 (8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

E. Non-Discrimination:

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

F. Termination. In addition to the options available to the State in the Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.

G. Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law.**

H. Non-Sectarian Purposes. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

I. Archeology. In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

J. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural, and cultural heritage. All activities under this Contract shall be reviewed under either Section 106 of the National Historic Preservation Act (NHPA) or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Designated National Historic Landmarks shall also be reviewed in accordance with Section 110(f) of the NHPA. Any work that affects historic properties shall conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation or any other applicable Secretary of the Interior's Standards (collectively referenced as *STANDARDS*), which are available from the State.

K. Post-Completion Requirements. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to inspect the project and property for compliance.

L. Construction Requirements. If the Project described in this Contract includes construction, the following shall apply:

1. Effective December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or certain private construction projects receiving public funds are required to register with the New York State Department of Labor under Labor Law Section 220-i.
2. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications, and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.
3. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards regarding a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
4. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances, and building codes.

M. The State shall make **Periodic Inspections** of the project both during its implementation and after its completion to assure compliance with this Contract. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work and provide for such access and inspection by the State in all construction contracts relating to the project.

N. At the discretion of the State, an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the STATE or a certified public accountant procured by the STATE or the CONTRACTOR currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS
CERTIFIED LOCAL GOVERNMENT SUBGRANTS

A. Funding. Funding for grants to Certified Local Governments comes from the Historic Preservation Fund (HPF), a federal grants program appropriated by the U.S. Congress and administered by the National Park Service (NPS), which provides financial support to State Preservation Offices (SHPOs). In New York State, the SHPO is the Office of Parks, Recreation and Historic Preservation (OPRHP). OPRHP administers the HPF funding, setting aside at least 10% of its annual HPF allocation for pass-through grants to eligible Certified Local Governments. HPF funds are subject to state requirements, as set forth in Appendix A and Attachment A-1, program requirements as set forth in this Attachment (A-2) and federal requirements as set forth in Attachment A-3.

1. Performance/Bid Bond. The State reserves the right to require the Contractor to furnish, without additional cost, a performance, payment or bid bond, negotiable irrevocable letter of credit, or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the State.
2. Pre-Award Incurrence of Costs. The contractor is not authorized to incur any costs prior to the Start Date of this Contract.
3. Program Income. Any income earned by this project during the contract period must be included in the approved project budget and may only be used to contribute to project costs or to further the purpose of the project.

B. Performance Standards. The scope of work and products for this project shall be as described and cannot be changed without prior written approval from the State and the National Park Service. The Contractor shall comply with all applicable policies and procedures set forth in the Historic Preservation Fund Grants Manual. Work must be completed according to the project description submitted in Attachment C – Work Plan and the reporting timetable set forth in Attachment D – Payment and Reporting. Products must meet all accepted professional standards, any work that affects historic properties shall conform to Secretary of the Interior's *STANDARDS* [see Attachment A-1 (J)] and must be conducted or supervised and reviewed by persons who meet the professional qualifications for the appropriate discipline. Final products that do not conform to the terms and conditions of this Contract or that do not meet the applicable *STANDARDS* will not be reimbursed.

C. Easement/Covenant Requirement. If the Project described in this Contract includes the physical preservation of a historic site, the Contractor must sign a preservation agreement / covenant / easement (easement) whereby the Contractor agrees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior (Secretary), for a term of years determined by the Secretary for the subgrant project.

D. Unanticipated Discovery Protocols. In the event of any unanticipated discoveries, the Contractor must stop all work and notify the State immediately. Work shall not resume until the State determines a suitable course of action for the affected historic resource.

E. Procurement. All goods and services required for this project must be procured in a manner to assure the prudent and economical use of grant funds, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud, and corruption.

1. If the Contractor is subject to General Municipal Law, documentation of the Contractor’s compliance with the procurement and bidding requirements must be included with the applicable request for reimbursement.
2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, or if

the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.

3. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.
4. Expenditures for equipment with an individual unit cost of $10,000 or more purchased under this Contract must be approved in writing and receive advanced authorization by the State to confirm allowability of costs. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year.

F. Project Personnel, Hiring and Conduct. The Contractor and consultants hired by the Contractor who are primary project personnel must have the requisite experience and training in historic preservation or relevant field to oversee the project work. Documentation of the competitive selection process, along with its justification and resume(s) for consultant(s) selected for grant-assisted work must be submitted to the State for approval. The Contractor and consultants hired by the Contractor who work directly or indirectly on the activities described in this Contract shall not do any of the following:

1. Use their position for the actual or apparent purpose of private gain for themselves or for another person, other than payment for services rendered, or
2. Convey inside information to any person for the purpose of private gain for themselves or for another person, when that information has not become part of the body of public information, and would not be available upon request, or
3. Engage in teaching, lecturing, or writing that is dependent on information obtained because of their activities under this Contract, except when that information has been made available to the general public, or will be made available upon request, or with the written authorization of the State.

G. Project Sign & Public Notification. The Contractor is responsible for public notification of the project in the form of a website posting and project sign for all capital/construction projects. A sign template will be provided by the STATE and a final proof must be submitted to the STATE for approval before it is created. The sign must be constructed to withstand weather exposure (if appropriate) and must be in place until disbursement of the final reimbursement. Photographic documentation showing the project sign has been erected at the project site is required prior to submission of the first Progress Report. The cost of posting, fabricating, and erecting the sign/notification are eligible grant costs.

H. Deliverables. Any publication or deliverable resulting from the services performed under this Contract, including material based on, or developed under, any activity supported by this grant, shall contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P24AF00923. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. All consultants hired by the Contractor must be informed of this requirement.
2. Deliverables and publications include without limitation: grant project reports; books, pamphlets, brochures, or magazines; video or audio files; documentation of events including programs, invitations, and photos; websites; mobile apps; exhibits; and interpretive signs. A digital copy of all deliverables funded by this grant must be submitted to the State with the Final Report.

ATTACHMENT A-3
FEDERALLY FUNDED GRANTS AND REQUIREMENTS
MANDATED BY FEDERAL LAWS

A. Fiscal Management. In addition to the terms detailed in this Contract, all federal requirements governing grants including administrative and audit provisions set forth in 2 CFR Part 200 are applicable, in particular, Subpart E for the determination of allowable costs, and Subpart F for audit requirements.

B. Cost-Share Requirement. If indicated, a non-Federal cost-share is required for costs incurred under this Agreement. For the purpose of this grant, there is **0%** non-Federal cost-share required.

C. Audit Requirements. If the Contractor expends more than $1MM of federal funds (from all sources), the Contractor must obtain and submit an audit of grant expenditure records performed in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F. Non-federal entities that expend less than $1MM for a fiscal year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the National Park Service, the General Accounting Office and the State.

D. Intangible Property. The Contractor shall award to the State, the United States of America, and their officers, agents and employees, when acting within the scope of their official duties, a royalty-free non-exclusive and irrevocable license, to publish, translate, reproduce and use and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all data and copyrightable material first produced or composed under this Contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

1. Unless other arrangements are specified in this Contract, the product of all services performed pursuant to this Contract shall be placed in the public domain by the State and the Contractor, except that information locating historical and archeological sites shall be restricted as necessary to protect the sites from unauthorized investigation.
2. The Contractor shall not include any copyrighted matter in any product resulting from this Contract without proper acknowledgment of its source. Subject data shall not be used without written approval of the copyright owner, including permission for Government use as noted above.
3. If any discovery or invention arises or is developed during grant-assisted research, developmental, experimental, or demonstration work, the Contractor shall immediately notify the State and the National Park Service of such fact. The NPS will determine whether protection on the invention or discovery will be sought and how the rights in the invention or discovery, including any rights under any patent issued thereon, will be allocated and administered to protect the public interest.
4. All photos included as part of the interim & final reporting and deliverables/publications will be considered released to the State and NPS for future official use. Photographer, date, and caption should be identified on each photo so proper credit for use may be provided.

E. National Historic Landmarks Review. Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. NHL projects plans & specifications submitted for review must be marked on the cover with the following statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards and Guidelines for Archeology & Historic Preservation.

F. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones). Unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use. The Contractor must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties.

G. Lobbying with Appropriated Funds. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of 31 U.S. Code § 1352.

H. Conflict of Interest. The Contractor must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements including any significant financial interests that could cause a reasonable person to question the Contractor's ability to provide impartial, technically sound, and objective performance under or with respect to this agreement. In the procurement of supplies, equipment, construction, and services by the Contractor, the conflict-of-interest provisions in 2 CFR 200.318 apply. No key official who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award or in development of the requirement leading to the funding announcement. Additionally, the Contractor must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. Any conflict of interest must be disclosed in writing. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award.

I. Debarment and Suspension. No contracts shall be made to parties listed on the General Services Administration's SAM Exclusions in accordance with Executive Orders 12549 and 12689 and 2 CFR Parts 180 and 1400 "Non-Procurement Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

J. Nondiscrimination. All activities pursuant to this Contract shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964, as amended; Title V, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex and the Americans with Disabilities Act, which prohibits discrimination against individuals with disabilities.

K. American with Disabilities Act / Architectural Barrier Act. The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA).

L. Contracting with Small Businesses and other Designated Groups. It is a national policy to place a fair share of purchases with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. The Contractor shall make positive efforts to use these firms whenever possible.

M. Ensuring the Future is Made in All of America by All of America's Workers. Per E.O. 14005, the Contractor shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2023 - 09/30/2026
Contract Amount: $40,000.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2023 - 09/30/2026	$40,000.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: 2025 Statewide Conference
CONTRACTOR NAME: POUGHKEEPSIE CITY OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$40,000.00	$0.00	0%	$0.00	$40,000.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$0.00	$0.00	0%	$0.00	$0.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$40,000.00	$0.00	0%	$0.00	$40,000.00
Total	$40,000.00	$0.00	0%	$0.00	$40,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Coordination of Statewide Preservation Conference 2025	$40,000.00	$0.00	0%	$0.00	$40,000.00
Total	$40,000.00	$0.00	0%	$0.00	$40,000.00

CONTRACTUAL NARRATIVE

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: 2025 Statewide Conference
CONTRACTOR NAME: POUGHKEEPSIE CITY OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2026

Main project components: contractor will support holding the 2025 NYS Preservation Conference in cooperation with the Landmark Society of Western NY and Greater Hudson Heritage Network.

Project deliverables: completion of project components including proof of event taking place as planned.

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Complete Project as Described in Work Plan - Complete Project as Described in Work Plan
Task
1.1 Complete Project as Described in Work Plan - Complete Project as Described in Work Plan
Performance Measures
1.1.1 Progress & Final Report - Progress & Final Report

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 10/01/2023 - 09/30/2026			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
1	Fee for Service Reimbursement	10/01/2023 - 09/30/2026	11/01/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 10/01/2023 – 09/30/2026			
Progress Report	**Report Type**	**Report Period**	**Due Date**
1	Progress Report	10/01/2023 - 07/01/2025	08/01/2025
2	Final Report	10/01/2023 - 09/30/2026	11/01/2026

E. Special Payment and Reporting Provisions:

Period 1: 1. Grant funds will be reimbursed up to 100% of total eligible project costs, or the total grant amount listed in Attachment B-1, whichever is less.

2. Reimbursements will be processed upon approval of the final report. An expense summary that details the eligible project costs by type of work/materials/services; contractor/vendor/employee; invoice/bill number and date; and check number and date should be submitted for review and approval to the satisfaction of the STATE along with your payment submission documents.

RESOLUTION

(R-25-51)

SPONSORED BY CHAIRMAN WILSON, COUNCILMEMBER SHOOK, PATTERSON THOMPSON, HENRY, BROWN, MENIST, JAMES, GRANT

WHEREAS, by agreement dated July 3, 1997, the City of Poughkeepsie and St. Joseph's Rehabilitation Center Inc. ("St. Joseph's") agreed to an annual voluntary payment for 7 Fallkill Place, City of Poughkeepsie (the "Property") as St. Joseph's use of the Property would be tax exempt under Real Property Tax Law Section 420-a (a copy of the agreement is annexed hereto as Exhibit A); and

WHEREAS, St. Joseph's sold the property in 2025 to Access Supports for Living Inc.; and

WHEREAS, during the process of closing title, the 1997 Agreement was discovered and St. Joseph's has requested that the agreement be terminated given the transfer of title; and

WHEREAS, upon investigation and due to mutual misunderstandings, the last payment under the agreement appears to have been made in 2008; and

WHEREAS, the City would be barred under the statute of limitations for contracts from seeking payments older than six (6) years. However, recovering that amount will require the filing of a legal action to collect time, an exercise that costs time and money;

WHEREAS, the amount outstanding for the last six years is believed to be $14,612.78; St. Joseph's has offered to pay $10,000.00 in full resolution of that claim in return to cancellation of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby accepts the payment of $10,000.00 from St. Joseph's to resolve outstanding payments due under the 1997 Agreement; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and/or City Administrator are authorized to execute all documents necessary to cancel/terminate the 1997 Agreement as on file with the Dutchess County Clerk's office.

SECONDED BY: ____

PILOT AGREEMENT

ST. JOSEPH'S REHABILITATION CENTER, INC.

CITY OF POUGHKEEPSIE

This Agreement dated July 3, 1997, between ST. JOSEPH'S REHABILITATION CENTER, INC.*, hereinafter referred to as "St. Joseph's", and CITY OF POUGHKEEPSIE,** hereinafter referred to as "City";

WHEREAS, St. Joseph's is the owner of real property situated in the City of Poughkeepsie as more particularly described in Schedule "A" annexed hereto, which parcel was acquired by it on or about July 3, 1997; and

WHEREAS, St. Joseph's intends to use the parcel in a manner consistent with the provisions of Real Property Tax Law, Section 420-a, the initial use including but not limited to a drug and alcohol rehabilitation center; and

WHEREAS, St. Joseph's has applied or will apply for an exemption from Real Property Taxation in the manner prescribed by statute and regulation; and

WHEREAS, St. Joseph's, as to the parcel described in Schedule "A", wishes to voluntarily make payments to the City if such exemption is granted without acknowledging any legal liability to do so; and

WHEREFORE, the City has agreed to accept such payments as voluntary payments, the receipt of which is acknowledged by it to not create a continuing legal obligation nor an acknowledgment

* 99 Glenwood Estates, POB 470, Saranac Lake, NY 12983

**62 Civic Center Plaza, PO Box 300, Poughkeepsie, NY 12602 that the ownership and use of the premises are not otherwise entitled to an exemption pursuant to Real Property Tax Law, Section 420-a,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

One: Payment. (a) St. Joseph's will pay voluntary payments to City on or before the first anniversary of this instrument in the amount of **ONE THOUSAND ($1,000) DOLLARS**. This amount shall increase each year by an amount equal to the percentage increase in City's real property tax levy over the previous year.

(b) On or after January 1st of each year, the financial officer of the City shall render to St. Joseph's a statement of the sum deemed due pursuant to this Agreement. If St. Joseph's deems such computation to be inaccurate, it may request recomputation of the same.

Two: Additional Improvements. In the event St. Joseph's rehabilitates existing buildings and/or adds additional improvements to the parcel to be utilized exclusively for educational or exempt purposes, such addition shall not enlarge the voluntary contribution payable by St. Joseph's pursuant to this Agreement

Three: Non-exempt Purposes. In the event a portion of the property is used for non-exempt purposes, the City Assessor shall take such action as permitted by law with respect to said portion and cause said portion to be assessed in the manner provided by law. If he/she determines such portion not to be exempt and the assessed valuation exceeds $500,000.00, tax payments made as the result thereof shall offset any voluntary payment of St. Joseph's.

Four: **Subordination.** This Agreement and the obligations arising thereunder shall be subordinate to any loans encumbering the premises to the extent the proceeds are used to construct improvements on the premises.

Five: **Preservation of Rights.** This Agreement shall not preclude any party from instituting any action it deems appropriate to contest either the assessed valuation or the exempt status of the parcel or any portion thereof. Any change in the assessed valuation shall not affect the obligation due hereunder except as provided in Paragraph Three provided the premises are listed on the exempt (non-taxable) portion of the assessment roll of the City of Poughkeepsie.

Six: **Subdivision.** This Agreement shall not preclude subdivision of the property; however, if such subdivision is obtained, the payment to be made shall be adjusted to reflect the proportionate percentage of the area and improvements retained by the City.

Seven: **Term.** This Agreement shall have an indefinite term and shall only be terminated because the parcel as a whole is no longer being used for purposes for which an exemption is obtainable.

Eight: <u>Successors and Assigns</u>. This Agreement shall be personal to St. Joseph's and any assignee which is organized solely for exempt purposes.

Nine: <u>Notice to Default; Limitation on Remedies</u>. (a) In the event St. Joseph's fails to perform or observe any of the terms, conditions, covenants or agreements to be performed or observed by it under this Agreement, St. Joseph's upon written notice form the other (i) shall remedy or cure such failure within ninety (90) days after receipt of such notice, or (ii) if such failure is of such nature that it cannot reasonably be cured within such ninety (90) day period, shall commence to cure the same in such period and diligently proceed to cure the same. If such failure shall not be remedied or cured within a reasonable time, St. Joseph's shall be in default hereunder and the aggrieved party may, except as otherwise provided, institute such proceedings as in its opinion may be necessary or desirable to cure or remedy such default or breach or to obtain damages therefor.

(b) Except as hereinafter provided, the City agrees that it shall not seek any damages against shareholders of St. Joseph's, members, directors, officers, employees or agents for any default hereunder.

(c) In the event St. Joseph's fails to make a payment of the voluntary payment, and after written demand for the sum due, the City may seek a judgment for the sum then due; however, it may not cause a levy or sale of the premises unless it has obtained a judgment for an amount equal to that due for three years of payments for which St. Joseph's is in default.

Ten: Notices. A notice or communication in connection with this Agreement by any party to the other parties shall be sufficiently given if sent by certified mail, post prepaid, return receipt requested, and

(a) If to, St. Joseph's Rehabilitation Center, Inc., c/o Rev. Arthur M. Johnson, SA, President/CEO, 99 Glenwood Estates, P.O. Box 470, Saranac Lake, NY 12983 and John J. Gartland, Jr., Esq., Corbally, Gartland & Rappleyea, 35 Market Street, Poughkeepsie, NY 12601;

(b) If to, City of Poughkeepsie, c/o Corporation Counsel, Municipal Building, P.O. Box 300, Poughkeepsie, NY 12602, and City of Poughkeepsie, c/o Mayor, Municipal Building, P.O. Box 300, Poughkeepsie, NY 12602;

to such other address as any party may from time to time designate by notice given to the other parties as provided herein. Any notice given pursuant to the terms hereof shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail. Any notice given hereunder by any party shall be given to all other parties to this Agreement.

Eleven: Separability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Agreement shall be valid and shall be enforced to the full extent permitted by law.

ST. JOSEPH'S REHABILITATION CENTER, INC.

By: ______________________
REV. ARTHUR M. JOHNSON, SA
President/CEO

CITY OF POUGHKEEPSIE

By: ______________________
COLETTE M. LAFUENTE
Mayor

RESOLUTION

(R-25-52)

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

WHEREAS, pursuant to Real Property Tax Law Section 1184(7-a), the Common Council may, by resolution, waive interest, penalties and fees for deployed military members that would otherwise be imposed upon the property provided:

1. The financial hardship was caused in substantial part by the owner's having been ordered to active military duty in the United States armed forces including the reserve components of such armed forces; and
2. The deployment lasted for at least six contiguous months, or the owner was killed in action during such activation; and
3. The owner provides satisfactory written evidence of the above.

WHEREAS, the owner of 12 Hooker Avenue has submitted documentation that he was actively deployed from June 2024 through April 2025 and that he did not have access to his mail during that time; and

WHEREAS, the owner of 12 Hooker Avenue did pay the taxes online on April 29, 2025, thereby stopping the accrual of further interest pending the Common Council's review of this request; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the waiver of interest, penalties and fees incurred by the owner of 12 Hooker Avenue, Poughkeepsie, NY (Tax grid #131300-6161-22-160896) on the 2025 Property Tax Bill for the reasons stated herein.

SECONDED BY: ____

DEPARTMENT OF THE ARMY
1179th TRANSPORTATION SURFACE BRIGADE
212 JOHN WARREN AVE
FORT HAMILTON, NY 11252

FRSL-DS-VC 29 April 2025

MEMORANDUM FOR RECORD

TO: City of Poughkeepsie Tax Office, 62 Civic Center Plaza, Poughkeepsie, NY 12601

SUBJECT: Request to Waive 2025 Property Tax Late Fees – 12 Hooker Avenue, Poughkeepsie, New York 12601

1. This Memorandum for Record is a request to have the late fees for my 2025 property taxes waived for my property located at 12 Hooker Avenue, Poughkeepsie, New York 12601.

2. I currently serve in the U.S. Army Reserves and was mobilized for a period of military service from a period of June 2024 thru April 2025. I regret that I did not have access to the mail correspondence from the City of Poughkeepsie Tax Assessment office notifying me that my 2025 property taxes were due. Upon my return to New York, and after discussing the situation with Ms. Erian Falcon in your office, she advised me of an option to pay my tax bill online which I had previously been unaware of. As a result of that information, I have since made my payment on that overdue tax bill (minus the late fee).

3. As a long-time City of Poughkeepsie property owner with no prior delinquency in paying my taxes, I'm requesting favorable consideration to waive this late fee payment.The point of contact for this memorandum is LTC Ayo O. Olanipekun at (917) 273-9494 or ayo.o.olanipekun.mil@army.mil or aolanipekun@hotmail.com

Ayo O. Olanipekun
AYO O. OLANIPEKUN
Lieutenant Colonel, USAR
Deputy Commanding Officer

DEPARTMENT OF THE ARMY
U.S. ARMY HUMAN RESOURCES COMMAND
1600 SPEARHEAD DIVISION AVE
FORT KNOX, KY 40122

AHRC-ROR-MOB 25 JAN 2024
ORDERS: HR-0330-00010

OLANIPEKUN AYO OLUMIDE SA LTC AV XXX XX 4775
12 HOOKER AVE WYBH99
POUGHKEEPSIE, NY 12601

YOU ARE ORDERED TO ACTIVE DUTY FOR OPERATIONAL SUPPORT UNDER PROVISION OF SECTION 12301 (D), TITLE 10 UNITED STATES CODE FOR THE PERIOD SHOWN PLUS THE TIME NECESSARY TO TRAVEL. YOU WILL PROCEED FROM YOUR HOME OR CURRENT LOCATION IN TIME TO REPORT FOR DUTY ON THE DATE SHOWN BELOW. UPON COMPLETION OF THIS DUTY, UNLESS SOONER RELEASED, YOU WILL RETURN TO YOUR HOME AND UPON ARRIVAL BE RELEASED FROM ACTIVE DUTY.

RPT TO: J21 RES DIVISION, UNITED STATES SOUTHERN COMMAND,9301 NW 33RD ST, DORAL FL 33172-0000
REPORT DATE/TIME: 26 MAY 2024
PERIOD OF ACTIVE DUTY: 309 DAYS INCLUDING ACCUM LEAVE END DATE: 01 APR 2025
PURPOSE: ACTIVE DUTY FOR OPERATIONAL SUPPORT (OPADOS_G3) JOINT STAFF OPERATIONAL TO SERVE AS J5 USUN MILITARY ADVISOR
ATT TO: W1B6 USA ELE THE JOINT STAFF W1B6AA JIPSD-RM 1B737 WASHINGTON DC 20318-0000
DUTY AT: MIAMI, FL

ADDITIONAL INSTRUCTIONS: THIS IS A PERMANENT CHANGE OF STATION (PCS) DURING THIS ASSIGNMENT AND IS AUTH MVMT OF DEPNS AND HHG TO AND FROM PLEAD AT GOVT EXP IAW PPCIG GUIDANCE, CONTACT NEAREST MIL INSTL TRANS OFF. UPON APPLICATION, SOLDIERS ARE RESPONSIBLE TO PROVIDE A FULL AND ACCURATE ACCOUNTING OF ALL AD OR FTNGD SERVED BEFORE SUBMITTING FOR ADOS/FTNGDOS TOUR. FAILURE TO DO SO MAY RESULT IN EARLY TERMINATION OF ORDERS. SOLDIERS MAY SUBMIT A DA FORM 1506 (STATEMENT OF SERVICE - FOR COMPUTATION OF LENGTH OF SERVICE FOR PAY PURPOSES) TO SATISFY THIS REQUIREMENT. EARLY REPORTING NOT AUTH. SOLDIER WILL REPORT FOR ACCESSION TO THE LOCATION INDICATED. ALL PROCESSING TO INCLUDE TRANSITION LEAVE MUST BE COMPLETED BEFORE THE EXPIRATION OF THESE ORDERS. ATTACH FOR UCMJ, ADMIN, AND PAY. SOLDIER WILL CONTACT SERVICING FINANCE OFFICE FOR INPROCESSING ACCESSION INTO DJMS-RC. SUBJ TO AVAIL OF FUNDS. CBA AUTHORIZED FOR TRAVEL (VARIATION NOT AUTHORIZED). POV AUTHORIZED IAW JTR. OFFICER WILL NOT BE PLACED ON THE ACTIVE DUTY LIST DURING THIS PERIOD OF ACTIVE DUTY, REGARDLESS OF ITS DURATION. TICKET PURCHASED AT OWN EXPENSE WILL NOT BE REIMB W/O REQ JUSTIFICATION. HRC DOES NOT FUND TRAVEL ON THIS ORDER. YOU WILL OBTAIN A HIV TEST FROM A DESIGNATED MILITARY FACILITY EN ROUTE TO, OR IMMEDIATELY UPON, ARRIVAL AT YOUR DUTY STATION. IF YOUR HIV TEST STATUS IS NOT COMMUNICATED THROUGH ESTABLISHED MEDICAL CHANNELS TO THE ORDERS ISSUING AUTHORITY WITHIN THE FIRST 29 DAYS INCLUDING TRAVEL TIME, THESE ORDERS WILL TERMINATE. DIRECT QUESTIONS/CONCERNS REGARDING THIS ORDER THROUGH THE CHAIN OF COMMAND OF YOUR GAINING SITE/AGENCY. TO AVOID SPREADING THE CORONAVIRUS (COVID-19) INFECTION, SOLDIER WILL NOT TRAVEL IF THEY ARE CURRENTLY EXPERIENCING OR WITHIN THE PAST 14 DAYS HAVE EXPERIENCED FEVER, COUGH, SHORTNESS OF BREATH OR HAVE HAD A CLOSE UNPROTECTED EXPOSURE TO A PERSON WITH COVID-19 . IF SOLDIER HAS OR IS EXPERIENCING THESE SYMPTOMS THEY SHOULD CONTACT THE GAINING UNIT COMMANDER AND THEIR HEALTH CARE PROVIDER FOR FURTHER INSTRUCTIONS AND WILL NOT TRAVEL. SM TO REPORT DIRECTLY TO DUTY LOCATION.

FOR ARMY USE: AUTHORITY: 10 USC 12301 (D)
ACCT CLAS: 21 1/2/3 2010.0000 01-1100 1A100000 11**/12** PAMP 01FF10 S12120 OLA4775PB00010 C IC: 2B1OLA4775PB000
MDC: 3G01 HOR: SAME AS SNL PMOS/AOC: 15B
SEX: M PPN: N/A COMP: USAR RES GR: LTC BASIC BR: AV
DORRES: 25 DEC 2019 PEBD: 17 SEP 1985 SCTY CL: TOP SECRET WITH SCI
FORMAT: 162

FOR THE SECRETARY OF THE ARMY:

****
* AHRC *
* OFFICIAL *
****

RHONDA R. MCCULLEY
COL, AG,
CHIEF, OPERATIONS
AND READINESS DIVISION

DISTRIBUTION: 1 SOLDIER
1 W4VN USAG FT BELVOIR FT BELVOIR VA 22060-0000
1 0353 CA HHC CA CMD AUG STATEN ISLAND ARMED FORCES RESERVE CENTER STATEN ISLAND NY 10305-5082
1 W1B6 USA ELE THE JOINT STAFF JIPSD-RM 1B737 WASHINGTON DC 20318-0000

Outlook

Payment Confirmation

From donotreply@fisgov.com <donotreply@fisgov.com>
Date Tue 4/29/2025 10:44 PM
To aolanipekun@hotmail.com <aolanipekun@hotmail.com>

Thank you for submitting your payment using the FIS payment solution. This e-mail will serve as confirmation that your payment was received and will be credited to your account after it has cleared your financial institution. There may be a fee for any rejected payments. The transaction information is listed below:

Receipt Number:	3897389676
Payment Amount:	$3592.93
Merchant Specific:	131.300 6161 221.608-960000
Property Location:	12 HOOKER AVE
Owner Name:	OLANIPEKUN AYO O
Transaction Date/Time:	04/29/2025 09:43 PM

RESOLUTION

(R-25-53)

RESOLUTION APPROVING LICENSE AGREEMENT TO ALLOW THE NATURE'S IMPACT LLC TO UTILIZE A SECTION OF MALCOLM X PARK

SPONSORED BY CHAIRMAN WILSON, COUNCILMEMBER SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby finds and determines that it is in the best interest of the City to enter into a License Agreement with Nature's Impact LLC upon the terms and conditions annexed hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution including but not limited to the execution of the attached License Agreement.

SECONDED BY COUNCILMEMBER ____.

LICENSE AGREEMENT

THIS AGREEMENT made this day of June, 2025 by and between the **CITY OF POUGHKEEPSIE**, a municipal corporation of the State of New York, having its principal offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter called the **"City"**, and **NATURE'S IMPACT, LLC**, a New York limited liability company, having an office at 83 Beaver Road, LaGrangeville, NY 12540, hereinafter referred to as "Nature's Impact."

W I T N E S S E T H :

WHEREAS, the City is the owner of a public park known as Malcolm X Park, City of Poughkeepsie, New York; and

WHEREAS, Nature's Impact desires to undertake a program known as the "Youth Environmental Art Installation" at Malcolm X Park.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated herein by reference as if set forth at length, and the Parties intend the above recitals to constitute material terms of this Agreement.

2. The City grants to Nature's Impact and Nature's Impact hereby accepts from the City, a license to manage and operate for the period herein stated and subject to all the terms and conditions herein contained, a license for the privilege of installing, operating and maintaining a program known as the "Youth Environmental Art Installation" installed within Malcolm X Park at the location shown on Exhibit A (the "Property"). It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the above-described premises and no part thereof shall be interpreted as being any form of lease agreement.

3. The term of this license shall commence upon the execution of this agreement and shall expire without further notice by either party to the other at midnight on June 30, 2028 unless sooner terminated as herein provided, or unless the City by five (5) days' notice in writing shall terminate the license, when and if, in its sole judgment, it deems that such termination is necessary by operation of law, or pursuant to the terms of this agreement, or the licensed premises is no longer being used for the Project.

4. No fee shall be charged for this license, the parties recognize that Nature's Impact is providing a public service by installing, operating and maintaining the Project as set forth in the License.

5. Nature's Impact installation of the Art is at Nature's Impact sole cost and expense, including, but not limited to, the costs to install any utility and electricity necessary. That actual

installation work shall not commence until prior written notice to and approval by the City (which shall not be unreasonably withheld). It is further agreed that Nature's Impact will, within ten (10) days, discharge any and all mechanics' liens filed against the premises hereinabove described which have been filed relative to Nature's Impact operations thereon.

6. Nature's Impact maintenance responsibilities shall include replacing any portions of the Art that are damaged for any reason including, but not limited to, nature, vandalism or negligence.

7. The City shall be responsible for ordinary maintenance of the Property including lawn and shrub maintenance, snow removal, litter removal and providing all utility and electric needs. The City shall maintain any installed utility, including, but not limited to electric. This shall not include the removal of any graffiti on any portion of the Art.

8. Title to the Art shall remain in Nature's Impact.

9. Nature's Impact shall not remove any property currently located on the premises, without prior written approval of the City.

10. Nature's Impact shall obtain, at its own cost and expense, all permits and licenses necessary, if any, for the legal operation of this license. Nature's Impact agrees to be responsible for any building department fees, if any and will comply with all state and local building codes.

11. Nature's Impact shall not sell, mortgage, rent, assign, or parcel out the license hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Property covered by this license for any purpose whatsoever without first obtaining the written consent of the City, nor shall the license be transferred by operation of law, without the prior written approval of the City who will not unduly withhold such a request.

12. Nature's Impact agrees that should any building or structure upon the Property included in this license be damaged by fire, or any other cause whatsoever, so as to prevent the operation of this license to the satisfaction of the City, and on notice in writing by Nature's Impact to the City that Nature's Impact is unable or unwilling to make repairs necessary to restore the premises to an operable condition, then the City, at its option, may, on notice in writing to Nature's Impact, cancel and terminate this license, and all rights and privileges hereunder shall cease.

13. Nature's Impact shall not use or permit the storage of any illuminating oils, turpentine, benzene, naphtha or similar substances or explosives of any kind or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York.

14. Nature's Impact agrees that at all times free access will be given to representatives of the City or any other state or federal or municipal officials having jurisdiction for inspection purposes.

15. Nature's Impact hereby expressly waives any and all claims for compensation for

any and all loss or damage sustained by reason of any defects, deficiency or impairment of the electrical apparatus or wires furnished for the licensed premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause, or for commotion or riot, or any act of God, and Nature's Impact hereby expressly releases and discharges the City, its agents, officers, and employees from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, and agrees to hold them harmless therefor, including attorney's fees, if any, unless there was gross negligence by the City, its agents, officers, and/or employees.

16. Nature's Impact assumes all risk in the operation of this license and agrees to comply with all federal, state and local laws and regulations and orders of the City affecting the licensed premises in regard to this project.

17. Nature's Impact shall maintain such insurance in the amounts set forth herein. All policies shall be submitted to City for approval before any installation work is commenced. Each contract between Nature's Impact and any contractor must require that each insurance policy shall name the City of Poughkeepsie as an "additional named insured" thereof, and shall be delivered to the City. Each policy and certificate shall have endorsed thereon: "No cancellation of or change in this policy shall become effective until after ten (10) days' notice by registered mail to the Corporation Counsel of the City of Poughkeepsie, Municipal Building, Poughkeepsie, New York." The required insurance must be in not less than the following amounts:

a. Commercial General Liability with limits not less than $1,000,000 per occurrence, $2,000,000 general aggregate, $1,000,000 and $2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
b. Business Automobile Liability with a limit of not less than $1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
c. Statutory Workers Compensation and employers' liability coverage for all employees, including corporate officers and sole proprietors.
d. Umbrella/Excess Liability with a limit of not less than $5,000,000 per occurrence/aggregate

18. Upon failure of Nature's Impact to furnish, deliver and maintain such insurance as above provided, this license may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of Nature's Impact to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve Nature's Impact from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of Nature's Impact concerning indemnification as set forth below.

19. Nature's Impact expressly agrees to hold the City, its agents, officers, and employees harmless from any and all claims for loss, damage or injury to person or property, whatever kind or nature arising from the installation of the Art, or from the negligence or carelessness of employees, agents or contractors of Nature's Impact, and Nature's Impact expressly agrees to indemnify the City, its agents, officers, and employees of any recoveries against them, individually and/or jointly, arising from same.

20. The Property shall at all times be insured under the City's insurance policies in the same manner as the City insures other City-owned property.

21. Should the City, in its sole judgment, decide that Nature's Impact is not operating the license herein granted in a satisfactory manner, then City may terminate this license by notice in writing, effective fifteen (15) days from mailing, as though it were the time provided in this license for termination, all rights of Nature's Impact therein shall be forfeited without any claims for damages, compensation, refund of Nature's Impact investment, if any, or any other payment whatsoever. The fifteen day notice to terminate this agreement shall include a statement of the conditions which have caused the notice to be issued and Nature's Impact shall have fifteen (15) days from the mailing of the notice to cure the condition and require the termination to be withdrawn. The fifteen day cure period shall be strictly enforced regardless of the nature of the condition to be cured, unless otherwise mutually agreed upon in writing by both parties.

22. Nature's Impact at the expiration or sooner termination of this license as provided herein, shall quit and surrender the licensed premises and shall remove the Art promptly.

23. Neither this license nor any interest created hereby may be assigned or transferred by operation of law or otherwise without the express written consent of the City, it being the intention of the City to grant this license personally to Nature's Impact.

24. This license cannot be changed orally.

25. NOTICES:

Any notices required by and/or pursuant to this License Agreement shall be sent by first class mail to the following:

LICENSEE: Nature's Impact, LLC
83 Beaver Road
LaGrangeville, NY 12540

LICENSOR: City of Poughkeepsie
Attn: City Administrator
62 Civic Center Plaza

Poughkeepsie NY 12601

With copy to: City of Poughkeepsie
Attn: Corporation Counsel
62 Civic Center Plaza
Poughkeepsie NY 12601

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

NATURE'S IMPACT

____

BY: __________________________________
Serene Domingues

CITY OF POUGHKEEPSIE

BY:________________________________
YVONNE D. FLOWERS, MAYOR

EXHIBIT A

CITY OF POUGHKEEPSIE
RESOLUTION APPROVING RETAINER AGREEMENT WITH WANG HECKER, LLP

(R-25-54)

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

WHEREAS, the Common Council of the City of Poughkeepsie has previously indicated its intent to file a lawsuit against Dutchess County regarding the establishment of a homeless shelter (also referred to as a Housing Support Center) at 26 Oakley Street, Poughkeepsie, NY; and

WHEREAS, the Northside of the City of Poughkeepsie has been overburdened by Dutchess County facilities including the recent expansion of the County jail in a residential neighborhood as well as a long history of discriminatory planning decisions; and

WHEREAS, the business community on and around Oakley Street has recently begun flourishing again; and

WHEREAS, during 2024 and 2025, the County and the City spent countless hours negotiating the terms of a letter of intent that would see 26 Oakley Street limited to families and up to 20 single women as opposed to the original County plan of a facility that would provide up to 120 beds for single men and women; and

WHEREAS, on May 2, 2025, the County Executive advised the Mayor that the majority of the Dutchess County Legislature had indicated it would not support the negotiated letter of intent, and that it had all along intended to proceed with the original plan of a 120-bed shelter for single individuals; and

WHEREAS, by this action, the County has confirmed that it does not view the City of Poughkeepsie as a partner in efforts to address the County wide housing crisis and homelessness but instead sees the City as a politically convenient area to site nearly every social service effort regardless of the burden it places on City residents and businesses; and

WHEREAS, the County has not demonstrated its ability to manage supportive services in the current temporary PODs housing but, yet, plans to create a permanent shelter facility, and

WHEREAS, the County wishes to ignore the discriminatory and detrimental impacts of centralizing these social services in a neighborhood with one of the largest populations of both minorities and the economically disadvantaged within the County, but the City cannot stand by while the County continues to force the City's already overburdened Northside to bear the full weight of serving the area's most vulnerable rather than asking neighboring towns and municipalities to do their fair share.

NOW THEREFORE, BE IT RESOLVED by the City of Poughkeepsie Common Council that:

1. The retention of Wang Hecker LLP as outside counsel is hereby authorized for the purpose of commencing and prosecuting an action in a court of appropriate jurisdiction against Dutchess County in accordance with the attached retainer agreement.

2. This Resolution shall be effective immediately upon its adoption.

SECONDED BY COUNCILMEMBER ____.

WANG HECKER LLP

305 BROADWAY, SUITE 607
NEW YORK, NEW YORK 10007

MARIANN MEIER WANG
212 620 2603 TEL
212 620 2613 FAX

MWANG@WANGHECKER.COM

May 27, 2025

Da'Ron Wilson, Chair
Nathan Shook, Vice-Chair
City of Poughkeepsie Common Council
62 Civic Center Plaza, 3d Floor
Poughkeepsie, New York 12601

Dear Chair Wilson and Vice-Chair Shook:

Thank you for considering the law firm of Wang Hecker LLP ("WHLLP" or "Counsel") to represent the City of Poughkeepsie in connection with its challenge to Dutchess County's unlawful placement of a homeless shelter at 26 Oakley Street in the City's Fifth Ward. This representation is for the purpose of filing a court action challenging this action at the trial court and any appeals therefrom.

We agree to offer reduced hourly rates during this representation as follows:

$600/hour for Wang/Hecker
$500/hour for Mullkoff/Goldenberg/Reiter
$400/hour for Gregorio
$350/hour for associates
$125/hour for paralegals

In addition to our hourly rates, we note that there will also be expenses that need reimbursement from time to time, including without limitation, filing fees, deposition or transcription fees, and/or expert costs. We will provide a detailed accounting of all such expenses as they arise for reimbursement, and to the extent they are larger items, confer with you prior to the retention or expenditure being incurred.

We are very pleased that you are entrusting this work to us, and we will do our best to provide you with the highest quality legal counsel. If this letter accurately sets forth your understanding of the terms of this firm's retention, please sign on the line below and return the executed copy to me. We look forward to working with you on behalf of the City of Poughkeepsie and its residents on this matter.

Very truly yours,

Mariann Wang

Mariann Meier Wang

ACCEPTED AND AGREED

____
By:

On behalf of City of Poughkeepsie City Council

Dated: ____________