



COMMON COUNCIL MEETING

Tuesday, January 6, 2026
Common Council Chambers

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

- 1. Common Council Meeting of December 16, 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 THE ESTATE OF JAMES J. MONTANINO**, a notice of claim for injuries sustained on September 29, 2025.
- 2. FROM WINFRED NYAKOOJO**, a notice of claim for injuries sustained on September 29, 2025
- 3. FROM BARBARA RIGANESE**, a notice of claim for injuries sustained on September 30, 2025.
- 4. FROM HENRY GONZALEZ**, a notice of claim for property damage sustained on December 14, 2025.
- 5. FROM TAYAVEGIAS CORP**, a 30-Day Advance notice of New York State 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:

CONSENT AGENDA:

VIII. MOTIONS AND RESOLUTIONS:

1. **R-26-10**, Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds for Washington Street over Fall Kill Creek Bridge Rehabilitation

IX. ORDINANCES AND LOCAL LAWS:

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

XI. ORDINANCES AND LOCAL LAWS:

1. ***Second Read: O-26-01***, Ordinance Amending §13-180 Of Chapter 13 Of the City Of Poughkeepsie Code of Ordinances Entitled "Motor Vehicles and Traffic"- Parking Prohibited at All Times on May Street, East Side, From the Northeast Corner of Forbus Street and May Street to a Point 185 Feet Northerly Therefrom.

XII. MAYOR'S COMMENTS:

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, December 16, 2025

6:30 PM

Common Council Chambers

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie
Common Council the date is December 16, 2025, and the time is 6:30pm**

I. ROLL CALL

9 Present, 0 Absent ()

II. REVIEW OF MINUTES

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

Motion to Approve Minutes of the Common Council Meeting of 12--8-2025 - 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 December 8, 2025

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

Official Minutes of the Common Council Meeting of December 16, 2025

A motion to Defer Items 3, 4 and 5 to Corporation Counsel was made by 3rd Ward Council Member Brown and seconded by 2nd Ward Councilmember Menist.

Motion to Defer Items 3, 4 and 5 to Corporation Counsel	
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 YOUTH LEADERSHIP IN GOVERNMENT**, a presentation providing updates on their Summer and Fall internship at City Hall
2. **FROM POUGHKEEPSIE ARTS COMMUNITY**, a presentation from local artists about their 2026 Action Plan
3. **FROM KAREN FOLEY**, a notice of claim for injuries sustained on October 4, 2025
4. **FROM KATHRYN MARCELLO**, a notice of claim for injuries sustained on October 9, 2025.
5. **FROM NAIYANA GUERIN**, a notice of claim for property damage sustained on October 25, 2025

V. PUBLIC PARTICIPATION:

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

Ken Levinson- 24 Garfield PL
Suprina Troche- 3 Delafield St
Daniel Atonna- 116 College Ave
Laurie Sandow- S. Grand Ave*
Warren Jones- N. Clover St

***Submitted written comments For the Official Record**

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

1. **FROM DUTCHESS COUNTY-POUGHKEEPSIE LAND BANK**, a presentation providing a 2025 Annual Report

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

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

Motion to Approve Resolution R-25-86 - 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-25-86**, Resolution Approving 2024 Fiscal Year Audit Close Out

**RESOLUTION
(R-25-86)**

FISCAL YEAR 2024 AUDIT CLOSE-OUT

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

WHEREAS, the Common Council by resolution R-23-79 adopted a budget for the fiscal year 2024 (the “2024 Budget”); and

WHEREAS, adjustments are required to complete the City of Poughkeepsie’s 2024 fiscal audit;

and

WHEREAS, best practices from Generally Accepted Accounting Principles (GAAP), the Government Finance Officers Association (GFOA) and the Governmental Accounting Standards Board (GASB) require the City to rebalance funds and general ledger accounts before closing an audited fiscal year; and

WHEREAS, the attached Schedule A includes the transfers of up to \$2,344,000 from multiple General Fund general ledger accounts and to balance general ledger accounts to accurately reflect expenses and to complete the 2024 audited fiscal year.

NOW THEREFORE,

BE IT RESOLVED, that the Common Council gives the Commissioner of Finance the authority to adjust the 2024 budget lines identified in the attached "Schedule A" to complete the fiscal year audit.

"Schedule A" attached

Schedule A

Proposed Adjustments to Correct 2024 Overspent Budget Lines

Fund	Account #	Account Description	YTD Transactions	Current Budget	Amendment	Final Budget
General Fund						
Expense						
	20.1900.7498	Contingency	-	400,000.00	(400,000.00)	-
	09.3120.7104.VF	Vacancy Factor	-	(1,500,000.00)	1,500,000.00	-
	10.3410.7105.R	Fire-Retro	628,505.63	-	600,000.00	600,000.00
						-
	08.1440.7256.AR	Parks-ARP	231,156.43	(67,679.82)	275,000.00	207,320.18
	08.1440.7440.AR	Repair/Maint Buildings ARP	99,000.00	-	100,000.00	100,000.00
	11.6420.7469.AR	Contracted Services - ARP	92,564.00	(120,368.00)	170,000.00	49,632.00
						-
	08.8560.7103	Salaries-CSEA	313,584.86	258,180.00	55,000.00	313,180.00
	08.8560.7178	Accumulated Pay - Sick	8,950.62	-	9,000.00	9,000.00
	08.8560.7179	Accumulated Pay - Vacation	8,853.60	-	9,000.00	9,000.00
	08.8560.7423	Mat & Supplies - General	14,649.77	4,000.00	11,000.00	15,000.00
	21.9000.7802	Police & Fire Retirement	5,520,849.71	5,103,102.00	370,000.00	5,473,102.00
	24.9789.7602	Expected Principal on Debt	-	174,819.00	(170,000.00)	4,819.00
	24.9710.7700	Interest on Debt	516,447.87	810,849.00	(75,000.00)	735,849.00
	21.9789.7700	Principal on Debt	120,221.00	232,286.00	(110,000.00)	122,286.00
Revenue						
	00.4089.AR	Other General - ARP	4,226,083.61	1,500,000.00	2,344,000.00	3,844,000.00

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

1. **LL-25-07**, Local Law Amending Section 14.35(E) Of the Administrative Code of the City of Poughkeepsie Entitled "Taxes – Partial Exemption Granted; Conditions" to Clearly Articulate that Co-Operative Corporations are Considered "Real Property" for Tax Exemption Purposes

A motion to Approve was made by 4th Ward Council Member Shook and seconded by 6th Ward Council Member Grant.

Motion to Approve LL-25-07 - 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

LOCAL LAW AMENDING SECTION 14.35(e) OF THE ADMINISTRATIVE CODE OF THE CITY
OF POUGHKEEPSIE ENTITLED “TAXES – PARTIAL EXEMPTION GRANTED;
CONDITIONS” TO CLEARLY ARTICULATE THAT CO-
OPERATIVE CORPORATIONS ARE CONSIDERED “REAL
PROPERTY” FOR TAX EXEMPTION PURPOSES

(LL-25-07)

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

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law
amending Chapter 14.35 of the Administrative Code of the City of Poughkeepsie entitled Taxes – Partial
Exemption Granted; Conditions, to provide as follows:

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

Section 14.35 Taxes — **partial exemption granted; conditions.**

(e) **(i)** The property must be used exclusively for residential purposes, be occupied in whole or in part by
the owners, and constitute the legal residence of the owners.

**(ii) For the purpose of this section, “real property” includes apartments in residential co-
operative corporations and the tenant-stockholders thereof are eligible to apply for a partial tax
exemption under this section.**

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

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

1. R-25-87, Resolution Approving 2026 City of Poughkeepsie Budget

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

Motion to Approve R-25-87 - 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

**RESOLUTION
(R-25-87)**

INTRODUCED BY COUNCILMEMBER PATTERSON THOMPSON, MENIST, BROWN, GRANT AND MCCLINTON:

WHEREAS, pursuant to the Administrative Code of the City of Poughkeepsie, estimates of budget requirements for the year 2026 have been certified to the Mayor, City Administrator and the Commissioner of Finance by the various departments, officers, agencies and boards of the City of Poughkeepsie; and

WHEREAS, the Mayor with the help of the City Administrator and the Commissioner of Finance did review the aforementioned estimates with the various departments, officers, agencies and boards; and

WHEREAS, the Mayor did prepare a proposed budget for the year 2026 based on these aforementioned reviews, which proposed budget with the Mayor's budget message was submitted to the Common Council on October 15, 2025; and

WHEREAS, subsequent to a notice of public hearing being published in the official newspaper, in compliance with provisions of the City Administrative Code, a public hearing was duly held on November 18, 2025; and

NOW, THEREFORE, BE IT

RESOLVED, that the 2026 preliminary budget, as amended by the attached Schedule A, be and hereby is adopted and declared to be the budget of the City of Poughkeepsie for the year 2026; and, be it further

RESOLVED, that the amounts of said budget appropriations, estimated revenues, and contributions from fund balances, be and are hereby appropriated as therein specified in accordance with the provision of the Charter and Administrative Code of the City of Poughkeepsie and General and Special laws of the State of New York applicable to said City; and, be it further

RESOLVED, that the aforementioned general ad valorem taxes required to be raised for such budget purposes would need a homestead tax rate of \$10.47 per one thousand dollars and a non-homestead tax rate of \$14.35 of assessed valuation upon all taxable property of the City of Poughkeepsie according to the valuation of the assessment roll for the current year; and, be it further

RESOLVED, that the required water rate for taxable and nontaxable properties is established at \$7.13 per 100 cubic feet; and, be it further

RESOLVED, that the required sewer rate for taxable and nontaxable properties is established at \$4.88 per 100 cubic feet; and, be it further

RESOLVED, that pursuant to Local Law 3 of 2012 the required sanitation rate for eligible taxable and nontaxable parcels is established as follows:

Single family residence: \$155.00 a quarter
Two family residence: \$300.00 a quarter
Three family residence: \$455.00 a quarter
Four family residence: \$600.00 a quarter

Enhanced STAR single family residence: \$62.50 a quarter
Enhanced STAR two family residence: \$75.00 a quarter
Enhanced STAR three family residence: \$150.00 a quarter
Enhanced STAR four family residence: \$225.00 a quarter

4 yard dumpster \$812.97 a quarter
6 yard dumpster \$1,126.81 a quarter
8 yard dumpster \$1,493.60 a quarter

Mixed-use property: \$300.00 a quarter
Enhanced STAR mixed-use property: \$75.00 a quarter

NOW THEREFORE,

BE IT RESOLVED, in accordance with the Charter and Administrative Code of the City of Poughkeepsie and on or before the date therein specified, a warrant shall be issued to the Commissioner of Finance as City Treasurer, to collect such taxes in accordance with the provisions of the Charter and Administrative Code of the City of Poughkeepsie applicable thereto, with penalties and interest therein provided.

Schedule A

Budget Amendment to the 2026 Mayor's Preliminary Budget

General Fund Budgeted Expenditure Amendments

G/L	G/L Name	Description	Increases / (Decreases)
01-04-1680 7102	Salaries-Management	Adjustments to accommodate replacement of the Municipal Microcomputer Supervisor position with the Director of Technology position	7,471.00
01-04-1680 7803	Social Security Tax		463.20
01-04-1680 7803.M	Medicare Tax		108.33
01-04-1680 7102	Salaries-Management	Adding IT position Infrastructure Administrator	90,000.00
01-04-1680 7803	Social Security Tax		5,580.00
01-04-1680 7803.M	Medicare Tax		1,305.00
01-04-1310 7112	Overtime-Management	Reduction in the Finance Department's personal services expenditures due to position vacancy changes since the preliminary budget submission	(10,000.00)
01-04-1320 7106	Salaries-Temporary		(10,000.00)
01-04-1320 7134.002	Bilingual Pay CSEA		(2,000.00)
01-03-1230 7469	Contract Ser-Other	Amendment to include consulting services to facilitate the Hero Banner program	12,000.00
01-20-1900 7498	Contingency	Decrease in General Fund contingency to accommodate amendments	(31,177.53)
Total General Fund Expenditure Increase			63,750.00

General Fund Budgeted Revenue Amendments

G/L	Account Description	Description	Increases / (Decreases)
01-00- 1116	Tax on Adult-Use Cannabis	Reevaluation of Cannabis Tax revenue utilizing additional information gained since the preliminary budget submission	45,000.00
01-11- 2410.ST	Short Term Rental of Real Property	Reevaluation of Short Term Rental revenue utilizing additional information gained since the preliminary budget submission	18,750.00
Total General Fund Revenue Increase			63,750.00

Net Changes in Budgeted Expenditures	63,750.00
Net Changes in Budgeted Revenues	63,750.00
Total Increase / (Decrease) Compared to Preliminary Budget	63,750.00

The full City of Poughkeepsie 2026 Budget can be found at:

<https://www.cityofpoughkeepsie.com/239/Budgets-Audits-Tax-Rolls-Capital-Plans>

2. R-25-88, Resolution to Renew Lease Agreement with Scenic Hudson for Vacant Land Adjacent to Pershing Avenue Park (added 12/15/25)

A motion to Approve was made by 6th Ward Council Member Grant and seconded by 7th Ward Council Member Patterson Thompson.

Motion to Approve R-25-88 - VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 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:	2nd Ward Councilmember Evan Menist
Absent:	
Result:	Passed

**R E S O L U T I O N
(R-25-88)**

**INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK,
PATTERSON THOMPSON, HENRY, BROWN, JAMES, GRANT AND MCCLINTON**

WHEREAS, by Resolution R-21-25, the Common Council of the City of Poughkeepsie authorized the Mayor, on behalf of the City, to enter into a Lease Agreement (attached hereto as Exhibit “A”) with Scenic Hudson for two parcels of vacant land located adjacent to Pershing Avenue Park, identified as Lots 475044 and 492044 (the “Property”); and

WHEREAS, by Resolution R-22-78, the Lease Agreement was revised to remove a .2 acres portion of the property from the Lease; and

WHEREAS, the Lease expires on December 31, 2025; and

WHEREAS, both Scenic Hudson and the City wish to continue the lease and, at the request of Scenic Hudson, add the Poughkeepsie Farm Project to the lease so that organization may gradually take over responsibility for the Urban Farm.

NOW THEREFORE,

BE IT RESOLVED, the Common Council hereby authorizes the Mayor to execute the attached Lease for the years 2026-2025 as attached at Exhibit “A“

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of _____, by and between:

THE CITY OF POUGHKEEPSIE, a New York municipal corporation with offices at 62 Civic Center Plaza, Poughkeepsie, New York 12601 ("City" or "Lessor"); and

THE SCENIC HUDSON LAND TRUST, INC., with offices at 58 Parker Avenue, Poughkeepsie, New York 12601, and POUGHKEEPSIE FARM PROJECT, with offices at 51 Vassar Farm Lane Road, Poughkeepsie, NY 12603, both New York domestic not-for profit corporations (jointly referred to herein as "Lessees"); and

WHEREAS, the City is the owner of two parcels of vacant land located adjacent to Pershing Avenue Park in the City of Poughkeepsie, and more accurately described as portions of Lots 492044 and 475044 on the official tax map of the City (as shown in pink on Exhibit A and hereinafter referred to together as "the Property"); and

WHEREAS, the Lessees wish to acquire a leasehold interest in the Property for the purpose of operating a community garden and urban farm (the "Farm"); and

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of Leasehold Interest; Rent.

(a) The City hereby represents that it owns the Property and that it has duly authorized this Lease Agreement. The City hereby grants Lessees an exclusive leasehold interest to Lessees for the purposes of and to perform certain gardening and farming work and associated programs and activities as part of the development by Lessees and other community-based organizations of a community garden and urban farm administered by Lessees. The Farm has been constructed pursuant to an earlier 2021-2025 lease between the City and The Scenic Hudson Land Trust Inc. in the area shown in pink on the plan attached hereto as Exhibit "A."

(b) The rent due to Lessor hereunder shall be \$10.00 per year, which shall be payable by POUGHKEEPSIE FARM PROJECT in annual installments on each anniversary of the effective date of this Lease Agreement. Lessor acknowledges that Lessees intend to use the Property to provide benefits to the community through land stewardship, outdoor education opportunities, nature-based experiences, and food system projects that equitably improve community wellbeing in a manner that will enhance its value and generate benefits for Lessor's constituents. Accordingly, said benefits, in conjunction with the rental payments, shall be deemed adequate consideration for the leasehold interest granted hereby.

Section 2. Use of and Access to the Property. The Lessees intend to manage, maintain, and operate a community garden and urban farm and associated programs and activities (growing fruits and vegetables; education; training; passive recreation; cleaning, preparation and distribution of food grown at the Farm; community programs and activities, and the like) undertaken by Lessees or its designee or sublessees. Lessees agree to do such work and

perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Lessees shall use reasonable efforts to perform or cause to be performed regular trash clean-up and maintenance of the grounds associated with the Farm.

Lessees may make or cause to be made improvements to the Farm and take such measures as are necessary or appropriate to maintain and repair the same, consistent with the condition of the farm as it exists on the date of this Lease and in furtherance of the purpose for which the leasehold interest has been granted. Any new improvements or additions to the Farm desired by the Lessees are subject to separate approval by the City.

Lessees shall have the right to create and share publicly information pertaining to the Farm and all associated programming and activities, including but not limited to signage, brochures, flyers, advertising, print and web-based media, and the like.

With respect to Community Events organized by the Lessees which take place at the Property, Lessees shall be exempt from the permit, fee, and security deposit requirements set forth specifically in Part III, Chapter 7 ¾ of the Poughkeepsie City Code.

Lessor shall retain the right to access the Property for limited maintenance purposes as may be agreed upon by Lessor and Lessees, including mowing of open areas, snow and/or leaf removal, maintaining water and electrical supplies in working order, and performing necessary repairs or for other maintenance, repairs or improvements that may be agreed upon by Lessor and Lessees.

Section 3. Insurance. The Lessees shall not commence or perform work nor operate machinery under this Lease Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance – The Lessees shall each take out and maintain during the life of the agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance – Each Lessee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. Each Lessee shall also name the other Lessee as an additional insured on all policies required by this Lease. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences. Each Lessee shall furnish the above certificates of insurance to the City and shall also name the City and the other Lessee as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Lease Agreement.

C. Lessees may retain employees, agents, contractors, and consultants, and may engage volunteers, to perform the subject work. In the contract by which Lessees retain such agents, Lessees and such agents shall provide and maintain insurances as required by this Section 3 and name Lessor as additional insured under insurance coverage concerning Lessee's performance of the work referenced herein.

Section 4. Damages. The Lessees will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred which arise out of the negligent performance, other than those wholly caused by Acts of God. The Lessees shall assume all blame, loss and responsibility of any nature directly by reason of the Lessee's gross negligence or as a direct result of the violation by it of any federal, state, county or local laws, regulations or ordinances applicable to the Lessees and/or the nature of its performance or arising out of its activities. The indemnification requirements set forth herein shall not apply to damages resulting from negligent acts or omissions of the City and its agents. Notwithstanding the foregoing, if any damage, loss or injury contemplated in this Section 4 is solely caused by the negligent performance of one Lessee, said Lessee shall be solely responsible for such damage, loss or injury and the non-negligent Lessee shall be indemnified and held harmless by the negligent Lessee. Moreover, Lessee's indemnification obligations described in this Section 4 shall not exceed the amount of insurance coverage referenced in Section 3 hereof.

Section 5. Term of Lease. The leasehold interest hereby granted shall commence upon the signing of this Lease Agreement and shall expire without further notice to either party to the other at midnight December 31, 2028, and shall be renewable at the option of the Lessees for one additional five-year term. The lease may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

Section 6. Termination of Lease. Lessees may terminate this lease prior to December 31, 2028, or prior to the expiration of any additional terms, with or without cause, on at least ninety (90) days prior written notice to the City. Upon proper termination by either party, Lessees shall not be entitled to reimbursement of any of its costs, and Lessees and its agents, employees and contractors will restore the Property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this Lease. Unless otherwise agreed to by the parties, upon the termination of this Lease, all improvements made to the Property shall become the Property of Lessor.

Section 7. New York Law. This Lease Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this Lease shall be brought in the New York Supreme Court, Dutchess County.

Section 8. Modification of Lease Agreement. This Lease Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 9. No Vested Right. It is understood and agreed that no vested right in said Property is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

CITY OF POUGHKEEPSIE (LESSOR)

YVONNE D. FLOWERS
City of Poughkeepsie Mayor

Date: _____

THE SCENIC HUDSON LAND TRUST, INC. (LESSEE)

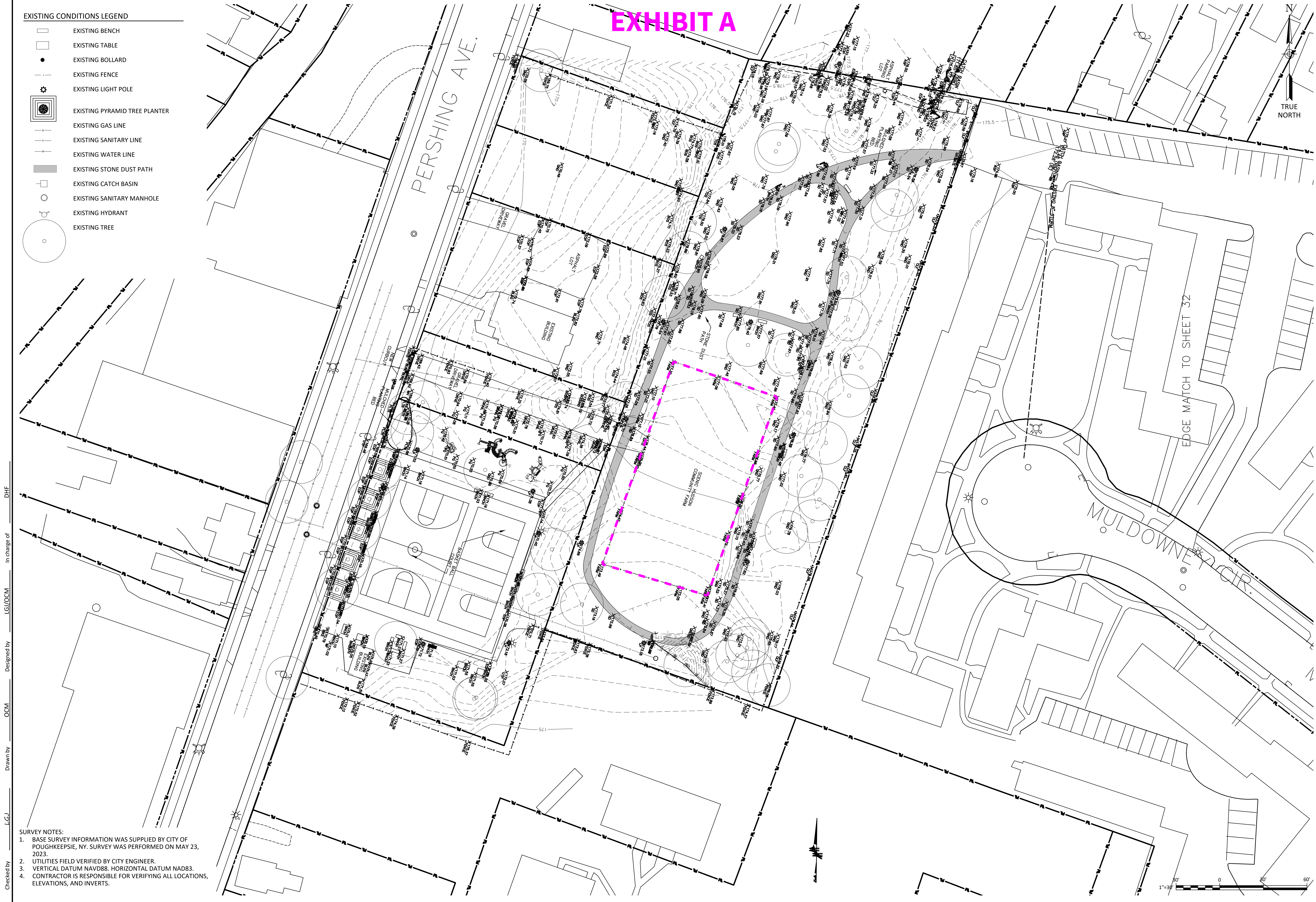
SETH MCKEE
Executive Director

Date: _____

POUGHKEEPSIE FARM PROJECT (LESSEE)

Jannelle Koszarek
Co-Executive Director

Date: _____



- EXISTING CONDITIONS LEGEND
- EXISTING BENCH
 - EXISTING TABLE
 - EXISTING BOLLARD
 - EXISTING FENCE
 - EXISTING LIGHT POLE
 - EXISTING PYRAMID TREE PLANTER
 - EXISTING GAS LINE
 - EXISTING SANITARY LINE
 - EXISTING WATER LINE
 - EXISTING STONE DUST PATH
 - EXISTING CATCH BASIN
 - EXISTING SANITARY MANHOLE
 - EXISTING HYDRANT
 - EXISTING TREE

SURVEY NOTES:
1. BASE SURVEY INFORMATION WAS SUPPLIED BY CITY OF POUGHKEEPSIE, NY. SURVEY WAS PERFORMED ON MAY 23, 2023.
2. UTILITIES FIELD VERIFIED BY CITY ENGINEER.
3. VERTICAL DATUM NAVD88. HORIZONTAL DATUM NAD83.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL LOCATIONS, ELEVATIONS, AND INVERTS.

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS

NO.	DESCRIPTION	DATE

CITY OF POUGHKEEPSIE
ELLEN'S OUTDOOR CLASSROOM

EXISTING CONDITIONS PLAN

DUTCHESS COUNTY, NEW YORK

B&L

Pinewood Business Center
247 Route 100
Suite 2000D
Somers, NY
10589

Barton & Loguidice, D.P.C.

90% PROGRESS
SET NOT FOR
CONSTRUCTION

Date
JUNE 2023

Scale
AS SHOWN

Sheet Number
C-100

Project Number
2229.004.001

XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

1. **First Read: O-25-07**, Ordinance Amending §13-180 Of Chapter 13 Of the City Of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles and Traffic”- Parking Prohibited at All Times on May Street, East Side, From the Northeast Corner of Forbus Street and May Street to a Point 185 Feet Northerly Therefrom.

A motion to Approve was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

Motion to Approve First Read O-25-07 - 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

**ORDINANCE AMENDING §13-180
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”
(O-25-07)**

**INTRODUCED BY COUNCILMEMBER PATTERSON THOMPSON, HENRY,
MENIST, BROWN, JAMES, GRANT AND MCCLINTON:**

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

SECTION 1: §13-180 is hereby amended by the following modification:

Section 13-180 – Parking prohibited at all times.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as part of the parking prohibited at all times area.

May Street, east side, from the northeast corner of Forbus Street and May Street to a point 185 feet northerly therefrom.

SECTION 2: This Ordinance shall take effect immediately.

ADDITIONS denoted by **Underlining and Bold**

XII. MAYOR'S COMMENTS:

Thank you, Chair

Well, for one, I want to thank the Council for renewing the lease, and thank you for Scenic Hudson for continuing to do the work over at Pershing Park and want to renew the lease. I appreciate all the work that's being done in the park.

Also, too, I want to thank the Poughkeepsie arts community who came out and did a presentation, and we'll do everything we can to continue to support the arts. I know in our DRI application for the city, we talked about different ways of how we incorporate art and some of the economic development that's happening on Main Street. So, art is very important to the City of Poughkeepsie and, again, we'll support those events the best way that we can. I know we have been putting things in the Buzz because people do read it, and so we do advertise the events in there and also too, we approve funding through the Arts Commission for some of the projects that were happening. I love the concert in the park. I mean, there were so many people that were down at Kaal Rock Park, even with Porchfest. There was quite a few people that were there, it takes the block parties to a whole other level. So I have to say, any way that you kind of bring people to just be joyful and just having a good time, because sometimes people are struggling and going through a lot. So these kind of events bring that kind of joy, happiness, and life, even if it means for one day. It just changes the mood. So, thank you for your commitment, and for the work that you're doing in regarding arts.

Also too, I know individuals were bringing up some ways of how we can expand and increase the revenues in the City of Poughkeepsie. We've talked about it with the Councilmembers. We are looking at a ways and we've mentioned it on several occasions, but we also do have - we received the DRI grant, which is also going to spark more development in the City of Poughkeepsie. So once the state goes through their process and lets us know which projects that they're actually going to approve, we're

looking at close to almost about \$180 million or so dollars coming to the City of Poughkeepsie. So, another initiative is how we expand the tax base as well. So that is something that we're really looking forward to. So you'll see a lot of development happen within the next year or two. So, you know, we're trying to do the best that we can to keep up with the expenses that come at us with a very limited tax base that we have at this point. We do have a lot of non-for-profits, so that's why we're also looking at other ways of being able to recoup some funds as much as we can without causing people to run out of our city, because they do provide viable service to our city as well.

So I do thank the Council for their work on this budget. I know it has not been easy, the conversations you've been having in regards to it. And last year it was a little higher. This year it's 7.93. Next year we'll keep bringing it down as much as we can. And if you notice, that there are many municipalities having trouble keeping under the tax cap if they don't have a healthy fund balance. And those who do have a healthy fund balance are dipping into their fund balance and using that part of their budget allocations. So, we're - everyone's struggling, so we're trying to get to the point where we don't have to put that so much on the taxpayer. So we are finding many creative ways of doing so. And I do appreciate individuals coming in and coming up with ideas. So, that is something that we can think about if it's possible for us to do it for the following year. And some of the things that were mentioned, we did consider and some things we are implementing. So, we just appreciate everybody working together and trying to find the best solution.

Also, too, I want to thank everyone that was involved: our staff, especially our tree department, decorating the lights throughout the city. Also, at the Festival of Lights, it turned out very well. So, I appreciate everybody's efforts in that. It was a collaborative effort between just the trees and the vendors and people that came out. Each year, we hope to see it grow. It is our second year down at Waryas Park. So, hopefully, we get to the point that we can get the parade going. Because that would be really nice. But of course, we've got to expand that and get more people involved to help coordinate that. But little by little, I enjoyed it. So it was cold, but it was nice. It wasn't as bad as last year.

Councilmember Menist: [inaudible]

Mayor Flowers: It was? Oh, yes. Well, it was last year, too. They roasted the marshmallows. Yeah. So the kids enjoy that. So they have fun with that.

You know, I want to thank the Land Bank, too, for their presentation. Thank you so much. And thank you for the money the funds that you donated to go towards the choice transformation plan. We really do appreciate that, you know, as we're transforming coming forward to create that transformation plan for the north side. You know, it is a collaborative effort between the residents, our development team, and also with the Dyson Foundation, you know, and with the Land Bank, we really do appreciate your efforts in helping us with that, and also serving on some of the task force, you know, and finding a way of how we come together to really come forward with that transformation plan, which you'll see a draft in March of 2026, which is required by HUD. So, I'm looking forward to how we're going to come together with that. So, thank you.

Also, too, I want to thank Councilwoman McClinton for inviting me to the rural migrant ministries woman conference that you had. I really enjoyed it, even though it took a couple of hours to get there. But I did enjoy it. I really did because I attended it a long time ago when I was on the Council and the

fact is there were so many sessions and workshops that were for the whole two days where it really just focused on uplifting and empowering women especially women, you know, migrant women so and just to know that you took everything into consideration I knew it took a lot to plan that out so I just have to say well done and thank you for inviting me to be a part of that. It was really good to see. Also, too, I do have to thank the Councilmembers, everyone here. I mean, you're ending your first term for some of you, some of your ending or your Third? Third? Third term.

It has been a great two years, I have to say, and as Council Member McClinton has mentioned, we have been recognized on many different levels of government and throughout the country of the work that we're doing in the City of Poughkeepsie with our community partners and also just the collaboration between the administration and the Council. You know, I always tell people we don't always agree, you know, but the thing is we do work out whatever we need to work out, So, when we come out here we come as a united force. You know, it's not nobody being the Mayor's puppet or anything like that as kept bringing up a few times. That's not how it works whatsoever. This is what collaboration looks like. This is what leadership looks like. Finding a way of making sure to focus on that common goal and working together to make that happen. So I really appreciate it. It's been a pleasure working with all of you.

And I have to say for Council Member McClinton, it has definitely been a pleasure working with you as well. Even though you've only been here for a year, you have made a lasting impact on the City of Poughkeepsie and you have fought hard for your residents, continuously being engaged in the meetings, emails being responsive, you know, just making sure even down to the point when you realize that you are not continuing on you still continue to be engaged all the way into the last day. I know you have a ward meeting coming up. too, right, which you didn't have to do. You figure, you know I'm out of here, but you didn't, and I'm going to thank you for that. I really appreciate all your hard work. I know the work that you do in the community, so I know we're going to continue to see you. And I know you've been very diligent on the Hometown Banners and in that budget, there is a line to ensure that we're able to move forward with that, you know. So, I want to thank you for staying diligent on that as well and we'll work through that process of what that'll look like so that way we can actually see this happen for 2026. So, thank you for your efforts and really finding a better way of how we can do it, you know, because the way it was presented to us before, it didn't work out that way. So, you found a solution and I really appreciate working with you on that. So, thank you.

And in light of that, we have a little something for you, all of us here.

So, on behalf of the Mayor and Administration and the City Council, we want to present you with this certificate, these beautiful flowers and thanking you for your service to the City of Poughkeepsie.

Okay, on that note, thank you Chair, and I wish everyone happy holidays and be safe please.

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

I'm going to be short.

I want to first thank everyone that came out. Thank everyone for the presentations. Definitely thank DPW

Official Minutes of the Common Council Meeting of December 16, 2025

during the storm that we had. By the time I got out and it was early in the morning, I could not tell that the storm happened. I don't know what DPW was on this time. Not to say they're not on any other time, but those roads looked like it was, I was shocked. I thought there wasn't any storm and then I started driving. I realized DPW tricked me.

I want to thank the fire department as well too, not just because they were here, but even on one of our coldest days, I don't know if people were trying to get warm, but those trucks were out constantly. I saw them on the back of those trucks and it was freezing and they were just, I mean, I guess because where I live, I can hear them coming out and seeing them and they we're out, out, out.

Thank you for the celebration of lights as well.

Thank you "Celebrating the African Spirit" for the Kwanzaa celebration.

Want to make sure it is a happy holiday for everyone. Make sure if you're checking on any of our elderly or if you have people that cannot or not as mobile because it has been some freezing temperature, especially at night so just make sure you're checking in on them. And, one thing about the holiday season. I actually am a Scrooge, I'm not going to lie, but I will say that it does bring about the energy that the children... having them present and looking at the arts. And then even looking at, you know, we passed a resolution for the Pershing vacant lot. If you've ever seen it during the summer when those students do, like, presentations and show how they're gardening, those students that you even seen up here today, I know some of them from the school, you would never expect this. And it's just a great to see that transformation. And like I said, even going to the Pershing Avenue during that time and seeing some of those students that came up and was talking about fruits and the vegetables that they were growing. And one of our former students is a fire flame guy now and just this transformation that we talk about and we talk arts and we talked about steam and things like that, that people don't really think make a difference in leadership. But this is exactly what we're about. And I want to thank the Council. As we said, this was our first, for some of us, our first two-year term. And we did a lot, we worked it out. We worked together as a team, like I said, Voltron. And I look forward to come into the next year, keeping the momentum going, as we know, and I don't care, I'm gonna say it, and Councilman Menist is running for State Senator, so we definitely encourage, after a long term on the Common Council, have decided to take it to the next level, and he's from here in the City of Poughkeepsie, not knocking anything else, but it's a great asset to see that we have people that are still trying to fight at another level for the City of Poughkeepsie, and he knows if he doesn't, we're going to have problems.

But no, on a serious note, you know, it's great to see that we're continuing the progress and people are continuing to do the things: Porchfest and the Kaal Rock, you guys, you already know. Like I keep saying, I wish we could expand into the whole entire city of Poughkeepsie, but I know it's slow progress, but the great work that you guys continue to do every year.

And that's what people have to realize about the City of Poughkeepsie on the other side, on the positive side. There are people, Suprina and people out here that are just doing stuff for the love of people, love of themselves, and love of the community. And that's what you can't put a price tag on here in the City of Poughkeepsie. And that what people don't realize about the City of Poughkeepsie That part of this Poughkeepsie, you can't take that from us. And that is one of the things that we keep striving on.

Official Minutes of the Common Council Meeting of December 16, 2025

And I want to make sure everybody has a nice and safe happy holiday. And with that being said, thank you also to Councilwoman McClinton for your service. It's ditto to everything that everyone said.

And with that being said, can I have a motion to close?

XIV. ADJOURNMENT:

At 8:05pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

Dated: December 19, 2025

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, December 16, 2025.

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
ANGELIQUE HARDISON as the Proposed Administrator
of the ESTATE OF JAMES J. MONTANINO,

POK CITY CHAMBERLAIN
2025 DEC 18 AM 11:45

Claimant,

NOTICE OF CLAIM

-against-

CITY OF POUGHKEEPSIE, POUGHKEEPSIE
CITY SCHOOL DISTRICT, COUNTY OF DUTCHESS,
and STATE OF NEW YORK,

Respondents.

-----X
TO: City of Poughkeepsie/City Chamberlain: 62 Civic Center Plaza, Poughkeepsie, NY
12601

Poughkeepsie City School District/Superintendent Gregory Mott: 18 South Perry St.
Poughkeepsie, NY 12601

County of Dutchess/County Executive: 22 Market Street, 4th Floor, Poughkeepsie, NY
12601

Attorney General of The State of New York: One Civic Center Plaza Suite 401,
Poughkeepsie, NY 12601

PLEASE TAKE NOTICE that the hereby claimant makes claim for damages sustained
because of personal injuries and wrongful death.

1. The name and address of claimant and claimant's attorney are:

Angelique Hardison as the Proposed Administrator
of the Estate of James J. Montanino
152 Crestwood Drive
Shirley, NY 11967

Rutberg Breslow Personal Injury Law
3344 Route 9 North, Suite 100
Poughkeepsie, NY 12601

2. The nature of the claim and manner in which it arose: This is a claim to recover

money damages for severe pain and suffering, personal injuries and emotional injuries suffered by decedent claimant, James J. Montanino, on September 29, 2025 at approximately 7:30 a.m. as a result of a motor vehicle accident whereby decedent claimant was in the crosswalk at or near the intersection of Church Street and Baker Street in Poughkeepsie, New York, in the course of his employment as a crossing guard, directing traffic, when he was struck and killed by a 2006 Acura operated by Arianne D. Black. Annexed hereto as Exhibit "A" is the police accident report.

Additionally, this is a claim for wrongful death money damages and funeral/burial expenses.

3. The nature of the injuries of claimant decedent, include, but are not limited to: pre-impact terror; conscious pain and suffering; fear of impending death; and death.

4. Upon information and belief, the negligence of respondents, their agents, servants and/or employees includes, but is not limited to: allowing, causing and/or permitting dangerous, hazardous and unsafe conditions to exist at said intersection; negligently providing an unsafe speed limit on Church Street in Poughkeepsie in the vicinity of an elementary school in which a large percentage of the student body walks to school in the morning; failing to post an adequate school zone and/or reduced speed limit sign; failing to post school zone and/or reduced speed limit signs in an open and conspicuous manner; permitting, encouraging, and/or requiring the use of a known hazardous crosswalk in the morning (due to, among other reasons, known sun glare and high traffic volume) for the elementary school; failing to post notice of intersection ahead signs in an open and conspicuous manner; allowing, causing and/or permitting limited sight distances to exist at said intersection where drivers coming around the turn are confronted on limited visibility; in negligently failing to provide a safe and proper speed limit for motor vehicles

proceeding at said intersection to commensurate with the existing conditions on said roadway; in failing to provide signage warning of the upcoming intersection/crosswalk for the elementary school; in failing to take appropriate traffic calming measures; in creating a roadway with an impermissible blind spot based upon sight distance and/or sun glare particularly during known early morning school crossing times; by negligently designing an intersection without appropriate sight distance and signage for turns of that nature; in that said intersection was constructed, designed, re-designed, created, planned and maintained in such a manner so as to allow limited sight distances to exist; in negligently constructing, planning, designing, re-designing, creating and maintaining the intersection with restricted and improper sight distances; in failing to properly construct, design, re-design, create, plan and maintain said intersection so as to allow a dangerous condition to exist at said intersection; in failing to install additional traffic control devices so as to avoid the contingency which occurred; in failing to have sufficient traffic signals and/or lights at said intersection; in failing to take cognizance of the notorious and dangerous conditions of the roadway, which in the due exercise of reasonable diligence, the respondents should have known and recognized; in creating a trap; in failing to provide a safe place for parents, students, teachers, and crossing guards to cross the roadway; in failing to remedy or take precautionary steps in reference to the aforementioned conditions; in failing to regularly monitor road and traffic conditions to ascertain the adequacy or inadequacy of the speed limit and traffic control devices and/or signs; in failing to assess and reassess the plan for sight distances, sun glare, traffic control devices and speed limits in view of road, traffic and prior accident history at this location; in failing to take those steps necessary to avoid the contingency which occurred; in failing to use that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to erect proper signage, traffic control

devices, and warnings; in failing to properly maintain, check and/or inspect said intersection; in acting with reckless disregard for the safety of others; in failing to cease use, particularly in the morning, of a known dangerous crosswalk; in failing to install or erect a safe mechanism of travel to the elementary school.

The location of the traffic light vis-a-vis the school crossing and roadway configuration is negligently designed and contributed to the happening of this tragedy; the negligent design and configuration failed to account for sun conditions during early morning school crossing times; respondents, after being made aware of a dangerous traffic condition, did not undertake an adequate study to determine what reasonable measures may be necessary to alleviate the condition, or, in having determined what reasonable measures were necessary, respondents unjustifiably delayed in taking reasonable measures to alleviate the condition.

5. Not more than 90 days have elapsed since the subject incident occurred.

6. Claimant intends to commence an action if you do not adjust and pay this claim within the time provided by statute.

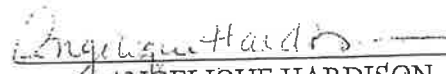
DATED: Poughkeepsie, NY
December 17, 2025

RUTBERG BRESLOW PERSONAL INJURY
LAW

By: Julie E. Iacobucci
JULIE E. IACOBUCCI, ESQ.
Attorneys for claimant
3344 Route 9 North
Poughkeepsie, NY 12601
Tel.: (845) 486-0300

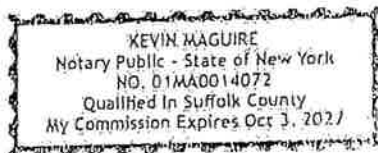
STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

ANGELIQUE HARDISON, being duly sworn, deposes and says that deponent has read the foregoing Notice of Claim and knows the contents thereof; the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.


ANGELIQUE HARDISON

Sworn to before me this
17th day of December, 2025


Notary Public



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

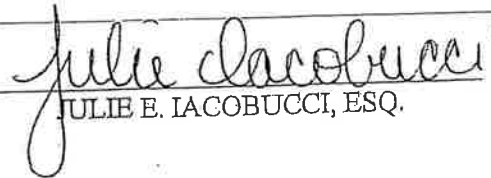
I, the undersigned, am an attorney admitted to practice in the courts of New York, and say that I am the attorney of record for claimant(s).

I have read the annexed Notice of Claim, know the contents thereof and the same are true to my own knowledge where so indicated. All other information is stated upon information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the material in file, information and reports contained in said file.

The reason I make this affirmation instead of claimant(s) is because said claimant(s) reside outside the county in which your affiant's law office is located.

I affirm that the foregoing statements are true under penalties of perjury.

Dated: Poughkeepsie, New York
December 17, 2025


JULIE E. IACOBUCCI, ESQ.

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes
25-25377
Q30999KVVR7M

AMENDED REPORT

Q30999KVVVR7M										AMENDED REL-031										Not Investigated at Scene ☐ Left Scene ☐ Police Photos ☒									
Accident Date Month 9 Day 29 Year 2025		Day of Week MONDAY		Military Time 07:30		No. of Vehicles 2		No. Injured 0		No. Killed 1		Accident Reconstructed ☒ Yes ☐ No																	
VEHICLE 1										☐ VEHICLE ☐ BICYCLIST ☒ PEDESTRIAN ☐ OTHER PEDESTRIAN																			
State of Lic. NY										State of Lic.																			
VEHICLE 1 - Driver License ID Number 573988819										VEHICLE 2 - Driver License ID Number																			
Driver Name - exactly as printed on license BLACK, ARIENNE D										Driver Name - exactly as printed on license MONTANINO, JAMES J																			
Address (Include Number and Street) 12 ARBOR HILL DR										Address (Include Number and Street) 15 REYNOLDS AVE																			
City or Town PLEASANT VALLEY State NY Zip Code 12569										City or Town POUGHKEEPSIE State NY Zip Code 12603																			
Date of Birth Month 5 Day 6 Year 1987 Sex F Unlicensed ☐ No. of Occupants 01 Public Property Damaged ☐										Date of Birth Month 6 Day 27 Year 1953 Sex M Unlicensed ☐ No. of Occupants 01 Public Property Damaged ☐																			
Name - exactly as printed on registration BLACK, ARIENNE D										Name - exactly as printed on registration																			
Address (Include Number and Street) 12 ARBOR HILL DR										Address (Include Number and Street)																			
City or Town PLEASANT VALLEY State NY Zip Code 12569										City or Town																			
Plate Number ARIE State of Reg. NY Vehicle Year & Make 2006 ACUR Vehicle Type 2DSD Ins. Code 693										Plate Number State of Reg. Vehicle Year & Make Vehicle Type PED Ins. Code																			
Ticket/Arrest Number(s)										Ticket/Arrest Number(s)																			
Violation Section(s)										Violation Section(s)																			
Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit.										Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit.																			
VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact 1 Box 2 - Most Damage 1 Enter up to three more damage codes: 2 3 4 5										VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact 1 Box 2 - Most Damage 1 Enter up to three more damage codes: 3 4 5																			
Vehicle By: COUNTY WIDE Towed To: POLICE IMPOUND										Vehicle By: Towed To:																			
VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER																													
Reference Marker Coordinates (if available) Latitude/Northing Longitude/Easting										Place Where Accident Occurred: County DUTCHESS Road on which accident occurred CHURCH STREET AT BAKER STREET (Route Number or Street Name) at 1) intersecting street or 2) 75 feet miles N S E W of PALMER AVE (Milepost, Nearest intersecting Route Number or Street Name)																			
Accident Description/Officer's notes Operator of vehicle 1 was traveling east on Church St. (a posted 30 mph zone) in the far right lane when her vehicle struck a crossing guard (in a bright colored vest) after stepping into the #3 lane of traffic via the crosswalk in an attempt to stop eastbound traffic. Video evidence obtained from 372 Church St. shows the pedestrian/crossing guard stepping into the #3 lane of traffic and being struck by vehicle 1 while holding up a hand held																													
A L L I N V O L V E D										BLACK, ARIENNE D																			
A 1 1 4 1 38 F - - - empress 1307 MONTANINO, JAMES J 9/29/2025																													
B P - - 7 72 M 01 04 2																													
C																													
D																													
E																													
F																													
Officer's Rank and Signature PATROLMAN [Signature]										Badge/ID No. NCIC No. Precinct/Post Troop/Zone Station/Beat Sector Reviewing Officer ACKEN, EDWIN Date/Time Reviewed 10/16/2025 09:31																			
Print Name in Full ANTHONY MORRONE										5617 01302 TR																			

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes

25-25377

Q30999KVVR7M

AMENDED REPORT

Q30999KVVR7M			AMENDED REPORT			Left Scene ☐ Police Photos ☐		20													
Accident Date Month: 9 Day: 29 Year: 2025			Day of Week MONDAY		Military Time 07:30		No. of Vehicles 2		No. Injured 0		No. Killed 1		Not Investigated at Scene ☐		Accident Reconstructed ☒		Yes ☒ No ☐		21		
VEHICLE										☐ VEHICLE ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN										22	
2 VEHICLE - Driver License ID Number Driver Name (as printed on license) Address (include Number and Street) City or Town State Zip Code										VEHICLE - Driver License ID Number Driver Name (as printed on license) Address (include Number and Street) City or Town State Zip Code										23	
3 Date of Birth Sex Marital Status No. of Occupants Police Officer's Name Name (as printed on registration) Sex Date of Birth (Month Day Year)										Date of Birth Sex Marital Status No. of Occupants Police Officer's Name Name (as printed on registration) Sex Date of Birth (Month Day Year)										24	
4 Address (include Number and Street) City or Town State Zip Code										Address (include Number and Street) City or Town State Zip Code										25	
5 Plate Number State of Reg. Vehicle Year Make Vehicle Type										Plate Number State of Reg. Vehicle Year Make Vehicle Type										26	
6 Vehicle Description										Vehicle Description										27	
7 Check involved vehicle: more than 25 inches wide more than 8 feet long operated with an operator permit operated with an operator permit more than 25 inches wide more than 8 feet long operated with an operator permit operated with an operator permit										Check involved vehicle: more than 25 inches wide more than 8 feet long operated with an operator permit operated with an operator permit more than 25 inches wide more than 8 feet long operated with an operator permit operated with an operator permit										28	
VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER										ACCIDENT DIAGRAM 9. Cost of repairs to any one vehicle will be more than \$1000. ☐ Unknown/Unable to determine ☐ Yes ☐ No										29	
Reference Marker Coordinates (if available) Latitude/Northing Longitude/Easting										Place Where Accident Occurred: County DUTCHESS Road on which accident occurred at 1) intersecting street or 2) feet miles										30	
Accident Description/Officer's notes stop sign. Pedestrian/crossing guard rolled off of vehicle 1 after a short distance as it slowed and came to a stop. Pedestrian/crossing guard remained motionless in between lanes #1 and #2 as several bystanders/passing motorists stopped to render aid prior to emergency personnel arrival. Video evidence also shows that traffic passed through the same section of roadway/crosswalk (both immediately prior to and immediately after the pedestrian																					
ALL INVOLVED A B C D E F																					
Officer's Rank and Signature PATROLMAN										Badge/ID No. NCIC No. Precinct/Post Troop/Zone Station/Beat Sector Reviewing Officer Date/Time Reviewed 5617 01302 TR ACKEN, EDWIN 10/16/2025 09:31											
Print Name in Full ANTHONY MORRONE																					

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes

25-25377

Q30999KVVR7M

AMENDED REPORT

1	Accident Date Month 9 Day 29 Year 2025	Day of Week MONDAY	Military Time 07:30	No. of Vehicles 2	No. Injured 0	No. Killed 1	Not Investigated at Scene ☐	Left Scene ☐	Police Photos ☒ Yes ☐ No	20	
VEHICLE					☐ VEHICLE ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN						21
2	VEHICLE - Driver License ID Number				VEHICLE - Driver License ID Number						22
Driver Name (exactly as printed on license)					Driver Name (exactly as printed on license)						23
Address (include Number and Street)					Address (include Number and Street)						24
City or Town					City or Town						25
State					State						26
Zip Code					Zip Code						27
3	Date of Birth Month Day Year				Date of Birth Month Day Year						28
Name (exactly as printed on registration)					Name (exactly as printed on registration)						29
Address (include Number and Street)					Address (include Number and Street)						30
City or Town					City or Town						31
State					State						32
Zip Code					Zip Code						33
4	Plate Number				Plate Number						34
State of Reg.					State of Reg.						35
Vehicle Year & Make					Vehicle Year & Make						36
Vehicle Type					Vehicle Type						37
Title Code					Title Code						38
Tow/Arrest Number(s)					Tow/Arrest Number(s)						39
Towed to					Towed to						40
Vehicle Damage Coding: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER					VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER						41
Reference Marker					Coordinates (if available) Latitude/Northing						42
Longitude/Easting					Place Where Accident Occurred: County DUTCHESS Road on which accident occurred at 1) intersecting street or 2) _____ feet _____ miles N S E W of _____ (Milepost, Nearest intersecting Route Number or Street Name)						43
Accident Description/Officer's notes was struck) suggesting the light was green for eastbound traffic when the pedestrian was struck in the crosswalk. Operator of vehicle 1 did state that she was unable to see anyone in the road due to strong glare from the morning sun, and stated that she had no idea that she had struck a person until she came to a stop and exited the vehicle. It is important to note that responding units (including myself) had a very difficult time seeing due to											44
ALL INVOLVED											45
Officer's Rank and Signature PATROLMAN [Signature]					Badge/ID No. 5617		NCIC No. 01302		Precinct/Post Troop/Zone TR		46
Print Name in Full ANTHONY MORRONE					Station/Beat Sector		Reviewing Officer ACKEN, EDWIN		Date/Time Reviewed 10/16/2025 09:31		47

New York State Department of Motor Vehicles

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes
25-25377
Q30999KVVR7M

☐ **AMENDED REPORT**

1	Accident Date Month <u>9</u> Day <u>29</u> Year <u>2025</u>	Day of Week <u>MONDAY</u>	Military Time <u>07:30</u>	No. of Vehicles <u>2</u>	No. Injured <u>0</u>	No. Killed <u>1</u>	Not Investigated at Scene ☐ Accident Reconstructed ☒	Left Scene ☐	Police Photos ☒ Yes ☐ No																																																																													
	VEHICLE ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN																																																																																					
2	VEHICLE - Driver License ID Number _____ State of Lic. _____ Driver Name exactly as printed on license _____ Address (Include Number and Street) _____ Apt. No. _____ City or Town _____ State _____ Zip Code _____				VEHICLE - Driver License ID Number _____ State of Lic. _____ Driver Name exactly as printed on license _____ Address (Include Number and Street) _____ Apt. No. _____ City or Town _____ State _____ Zip Code _____																																																																																	
3	Date of Birth _____ Sex _____ Unlicensed ☐ No. of Occupants _____ Public Property Damaged ☐ Name exactly as printed on registration _____ Sex _____ Date of Birth _____ Year _____ Address (Include Number and Street) _____ Apt. No. _____ City or Town _____ State _____ Zip Code _____				Date of Birth _____ Sex _____ Unlicensed ☐ No. of Occupants _____ Public Property Damaged ☐ Name exactly as printed on registration _____ Sex _____ Date of Birth _____ Year _____ Address (Include Number and Street) _____ Apt. No. _____ City or Town _____ State _____ Zip Code _____																																																																																	
4	Plate Number _____ State of Reg. _____ Vehicle Year & Make _____ Vehicle Type _____ Ins. Code _____ Ticker/Asset Number(s) _____				Plate Number _____ State of Reg. _____ Vehicle Year & Make _____ Vehicle Type _____ Ins. Code _____ Ticker/Asset Number(s) _____																																																																																	
5	Check involved vehicle is: ☐ more than 25 inches wide, ☐ more than 34 feet long, ☐ operated with an overweight permit, ☐ operated with an overdimension permit. VEHICLE DAMAGE CODES: Box 1 - Front Impact _____ Box 2 - Most Damage _____ Enter up to three more damage codes _____ Vehicle By _____ Towed To _____				Check involved vehicle is: ☐ more than 25 inches wide, ☐ more than 34 feet long, ☐ operated with an overweight permit, ☐ operated with an overdimension permit. VEHICLE DAMAGE CODES: Box 1 - Front Impact _____ Box 2 - Most Damage _____ Enter up to three more damage codes _____ Vehicle By _____ Towed To _____																																																																																	
6	Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles. Rear End 1. Left Turn 3. Right Angle 4. Right Turn 5. Head On 7. Sideswipe (same direction) 2. Left Turn 6. Right Turn 8. Sideswipe (opposite direction) 9.				ACCIDENT DIAGRAM 9.																																																																																	
7	VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER				Cost of repairs to any one vehicle will be more than \$1000. ☐ Unknown/Unable to determine ☐ Yes ☐ No																																																																																	
	Reference Marker _____ Coordinates (if available) Latitude/Northing _____ Longitude/Easting _____		Place Where Accident Occurred: County <u>DUTCHESS</u> ☐ City ☐ Village ☐ Town of _____ Road on which accident occurred _____ (Route Number or Street Name) at 1) intersecting street _____ (Route Number or Street Name) or 2) _____ feet _____ miles ☐ N ☐ S of _____ (Milepost, Nearest intersecting Route Number or Street Name) ☐ E ☐ W																																																																																			
Accident Description/Officer's notes bright glare as we approached the scene of the incident just minutes after the collision occurred. The pedestrian was transported via ambulance (CPR in progress) to Mid Hudson Regional Medical Center where he later succumbed to his injuries. Several witnesses were interviewed at the scene, evidence was documented/photographed and collected. A full accident investigation report will be completed when ALL evidence not located immediately at the																																																																																						
ALL INVOLVED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th>8</th> <th>9</th> <th>10</th> <th>11</th> <th>12</th> <th>13</th> <th>14</th> <th>15</th> <th>16</th> <th>17 BY</th> </tr> <tr><td>A</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>C</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>E</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>F</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											8	9	10	11	12	13	14	15	16	17 BY	A											B											C											D											E											F										
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Officer's Rank and Signature <u>PATROLMAN</u> Print Name in Full <u>ANTHONY MORRONE</u>		Badge/ID No. <u>5617</u>	NCIC No. <u>01302</u>	Precinct/Post Troop/Zone <u>TR</u>	Station/Beat Sector _____	Reviewing Officer <u>ACKEN, EDWIN</u>	Date/Time Reviewed <u>10/16/2025 09:31</u>																																																																															

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes

25-25377

Q30999KVVR7M

AMENDED REPORT

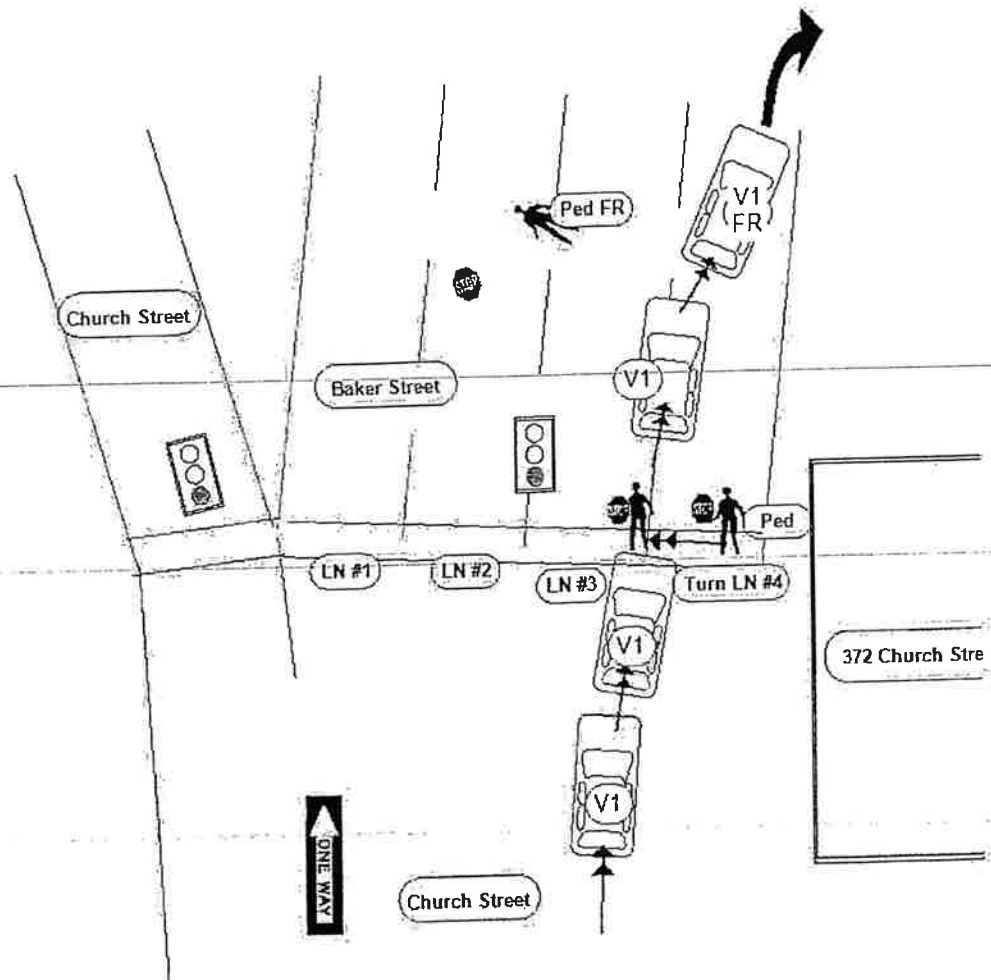
1	Accident Date Month 9 Day 29 Year 2025	Day of Week MONDAY	Military Time 07:30	No. of Vehicles 2	No. Injured 0	No. Killed 1	Not Investigated at Scene ☐	Left Scene ☐	Police Photos ☒ Yes ☐ No
2	VEHICLE				☐ VEHICLE ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN				
3	VEHICLE 1 Driver License ID Number Driver Name exactly as printed on license Address (include Number and Street) City or Town State Zip Code				VEHICLE 2 Driver License ID Number Driver Name exactly as printed on license Address (include Number and Street) City or Town State Zip Code				
4	Date of Birth Month Day Year Sex Unlicensed ☐ No. of Birthmarks ☐ Police Property Damaged ☐				Date of Birth Month Day Year Sex Unlicensed ☐ No. of Birthmarks ☐ Police Property Damaged ☐				
5	Name exactly as printed on registration Sex Date of Birth Month Day Year				Name exactly as printed on registration Sex Date of Birth Month Day Year				
6	Address (include Number and Street) City or Town State Zip Code				Address (include Number and Street) City or Town State Zip Code				
7	Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code				Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code				
8	Vehicle By Towed To				Vehicle By Towed To				
9	Check if involved vehicle is: more than 95 inches wide more than 34 feet long operated with an overweight permit operated with an overdimension permit				Check if involved vehicle is: more than 95 inches wide more than 34 feet long operated with an overweight permit operated with an overdimension permit				
10	VEHICLE DAMAGE CODING Box 1 - Point of Impact Box 2 - Most Damaged Enter up to three more damage codes				VEHICLE DAMAGE CODING Box 1 - Point of Impact Box 2 - Most Damaged Enter up to three more damage codes				
11	VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER				VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER				
12	Reference Marker				Place Where Accident Occurred: County DUTCHESS ☐ City ☐ Village ☐ Town of Road on which accident occurred (Route Number or Street Name) at 1) intersecting street (Route Number or Street Name) or 2) feet miles ☐ N ☐ S of (Milepost, Nearest intersecting Route Number or Street Name) ☐ E ☐ W				
13	Accident Description/Officer's notes scene is obtained and reviewed. Preliminary findings: Vehicle 1 failed to reduce speed due to poor visibility (strong sun glare). WITNESS #1 JAMES J NEAL 69 S QUAKER LANE HYDE PARK, NY 12538 (845) 797-0717 WITNESS #2 LEEANN MATHEWS 11 JUNIPER AVE PLEASANT VALLEY, NY 12569 (845) 466-9908				Accident Description/Officer's notes scene is obtained and reviewed. Preliminary findings: Vehicle 1 failed to reduce speed due to poor visibility (strong sun glare). WITNESS #1 JAMES J NEAL 69 S QUAKER LANE HYDE PARK, NY 12538 (845) 797-0717 WITNESS #2 LEEANN MATHEWS 11 JUNIPER AVE PLEASANT VALLEY, NY 12569 (845) 466-9908				
14	ALL INVOLVED				ALL INVOLVED				
15	Officer's Rank and Signature PATROLMAN				Officer's Rank and Signature PATROLMAN				
16	Print Name in Full ANTHONY MORRONE				Print Name in Full ANTHONY MORRONE				
17	Badge/ID No. 5617				Badge/ID No. 5617				
18	NCIC No. 01302				NCIC No. 01302				
19	Precinct/Post Troop/Zone TR				Precinct/Post Troop/Zone TR				
20	Station/Beat Sector				Station/Beat Sector				
21	Reviewing Officer ACKEN, EDWIN				Reviewing Officer ACKEN, EDWIN				
22	Date/Time Reviewed 10/16/2025 09:31				Date/Time Reviewed 10/16/2025 09:31				

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
 MV-104A (6/04)

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☐ **AMENDED REPORT**

Accident Date Month 9 Day 29 Year 2025			Day of Week MONDAY	Military Time 07:30	No. of Vehicles 2	No. Injured 0	No. Killed 1	Not Investigated at Scene Accident Reconstructed ☒	Left Scene ☐	Police Photos ☒ Yes ☐ No
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NOTICE OF CLAIM

In the Matter of the Claim of

PO'K CITY CHAMBERLAIN
2025 DEC 22 PM03:30

WINFRED NYAKOOJO

-against-

**THE CITY OF POUGHKEEPSIE, DUTCHESS
COUNTY BUS COMPANY and DUTCHESS
COUNTY GOVERNEMENT DEPARTMENT
OF PUBLIC WORKS TRANSIT DIVISION**

TO: **VIA CMRRR# 9589 0710 5270 3100 3870 85**
THE DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS
TRANSIT DIVISION
14 Commerce St
Poughkeepsie, NY 12603

VIA CMRRR# 9589 0710 5270 3100 3871 08
THE CITY OF POUGHKEEPSIE
City Chamberlains Office
62 Civic Center Plaza
Poughkeepsie, NY 12603

VIA CMRRR# 9589 0710 5270 3100 3870 92
DUTCHESS COUNTY BUS COMPANY
14 Commerce Street
Poughkeepsie NY, 12603

PLEASE TAKE NOTICE that the undersigned Claimant hereby Claims and Demands against you as follows:

1. The name and post-office address of the Claimant and Claimant's attorneys are:

CLAIMANT:

Winfred Nyakoojo
6 W Dogwood Drive
Poughkeepsie NY 12601

CLAIMANT'S ATTORNEYS:

Sobo & Sobo, L.L.P.
One Dolson Avenue
Middletown, New York 10941

2. The nature of the claim:

The nature of the claim is for the severe and permanent personal injuries, pain and suffering sustained by claimant, **WINFRED NYAKOOJO**, including medical expenses, special damages, loss of services and society, and all other related damages allowed by statute and case law as a result of the negligence, gross negligence, carelessness, wantonness and recklessness of the Respondents, **THE DUTCHESS COUNTY GOVERNMENT DEPARTMENT OF PUBLIC WORKS TRANSIT DIVISION, THE CITY OF POUGHKEEPSIE, and DUTCHESS COUNTY BUS COMPANY**. The claimant **WINFRED NYAKOOJO** was a passenger aboard the Poughkeepsie City Loop Bus 400; as the Bus approached the Poughkeepsie Train station; the Operator brought the vehicle to a stop and opened the front door of the bus allowing passengers to exit. The Operator failed and neglected to open the rear exit door; Claimant **WINFRED NYAKOOJO**, was seated in the upper rear section of the bus and proceeded down the rear interior steps for the purpose of exiting. Respondents failed to follow required transit-safety protocols and reasonable standards of care. In which the respondents demonstrated negligence in failing to operate the rear exit door properly; failure to ensure passenger safety; reckless operation of vehicle while passengers were in the process of exiting; neglect to maintain proper observation of passengers; failure to follow public transportation protocols; failure to properly train bus operators in operational procedures; failure to exercise duty of care in the manner of municipal transportation services. Respondents negligently created a hazardous condition; respondents failed to maintain a reasonably safe condition for passengers aboard the City Bus. As a direct and foreseeable consequence of the Respondent, their agents and other employees their negligence and recklessness resulted in a hazardous condition.

3. The time when, the place where and the manner in which the claim arose:

The claim arose on or about September 29, 2025, at approximately 4:36pm, while the Claimant, **WINFRED NYAKOOJO**, was riding a **CITY OF POUGHKEEPSIE** City Loop bus. The operator stopped at the John Falcon memorial stop and only opened the front door of the bus. The Claimant **WINFRED NYAKOOJO**, proceeded to exit through the rear door, but the operator failed to open it. As the claimant **WINFRED NYAKOOJO** descended steps, the operator- without checking whether the passengers were still exiting- suddenly drove off, causing the claimant to fall backwards and sustain injuries. The operator continued driving for several minutes until alerted by other passengers. The incident was caused by the reckless and negligent operation of the bus and failure to ensure safe passenger unloading.

4. The items of damage or injuries claimed are:

The claimant, **WINFRED NYAKOOJO**, sustained severe and serious permanent injuries to the mind and body, including, but not limited to, her lower tailbone and left glute; potentially requiring additional future surgery, past and future medical expenses, pain and suffering, loss of quality

and/or enjoyment of life, and all other damages to which Claimant is entitled by case law and statute.

Said claims and demands are hereby presented for adjustment and payment. You are hereby notified that unless they are adjusted and paid within the time provided by law from the date of presentation to you, the Claimant intends to commence an action on these claims. Claim is made for personal injuries in a sum exceeding the jurisdictional limitations of all lower courts which would otherwise have jurisdiction.

You are hereby notified that unless this claim is addressed within the time provided by the law from the date of presentation to you, the claimant intends to commence an action.

TOTAL AMOUNT CLAIMED: Ten Million Dollars (\$10, 000,000.00)

Dated: December 10, 2025
Middletown, New York

Ayale Williams Esq.

Ayale Williams, Esq.
Sobo & Sobo, L.L.P.
Attorneys for Claimant
One Dolson Avenue
Middletown, New York 10940
(845)343-7626

VERIFICATION

STATE OF NEW YORK)

COUNTY OF DUTCHESS)

ss.:)

The undersigned being duly sworn, deposes and says:

I am the claimant in the referenced matter.

I have read the foregoing NOTICE OF CLAIM and know the contents thereof; and the same is true to my own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

Winfred Nyakoojo
WINFRED NYAKOOJO

Sworn to before me this
10th day of December, 2025

Justin Daniel Osborne
Notary Public

JUSTIN DANIEL OSBORNE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 010S6431786
Qualified in Dutchess County
Commission Expires May 31, 2026

In the Matter of Claim of

BARBARA M. RIGNANESE,

Claimant,

NOTICE OF CLAIM

-against-

CITY OF POUGHKEEPSIE,

Respondent.

TO: CITY OF POUGHKEEPSIE

PLEASE TAKE NOTICE *that the undersigned claimant hereby make claim and demand against you as follows:*

1. Name and post-office address of each claimant and claimant's attorney is:

BARBARA M. RIGNANESE
Claimant
36 Timberline Drive
Poughkeepsie, NY 12603

FINKELSTEIN & PARTNERS, LLP.
Attorneys for Claimant
Office & P.O. Address
1279 Route 300, PO Box 1111
Newburgh, NY 12551

2. The nature of the claim: Claim is for severe and serious permanent personal injuries, severe pain and suffering and medical expenses sustained by claimant, BARBARA M. RIGNANESE.

3. The time when, the place where and the manner in which the claim arose: This claim arose on or about the 30th day of September, 2025 at approximately 4:30 pm on the sidewalk, between Long Street and Gerald Drive, in front of premises located at 50 Rinaldi Boulevard, approximately 111 feet 7 inches southwest from a certain gas utility street cover located on Rinaldi Boulevard and approximately 84 feet 8 inches northwest from a storm drain adjacent to the curb on Rinaldi Boulevard near its intersection with Gerald Drive, in the City of

****SEE ATTACHED RIDER**SEE ATTACHED PHOTOS****

RIDER TO THE NOTICE OF CLAIM IN THE MATTER OF:

-----X

BARBARA M. RIGNANESE,

Claimant,

-against-

CITY OF POUGHKEEPSIE,

Respondent.

-----X

3. (continued)

Poughkeepsie, County of Dutchess, State of New York, which is owned, maintained, controlled, operated and/or managed by respondent, CITY OF POUGHKEEPSIE. The manner in which the claim arose is that the claimant, while lawfully walking along said sidewalk, was caused to be precipitated to the ground, thereby sustaining severe and serious personal injuries, due to negligence, wantonness, recklessness and carelessness of the respondent, CITY OF POUGHKEEPSIE, its agents, servants and/or employees in, among other things, as follows: allowing, causing and/or permitting the aforesaid sidewalk to be, become and remain in a hazardous, unsafe and dangerous condition to persons lawfully thereon; in failing to provide a safe and level place to walk; in allowing, causing and/or permitting portions of said sidewalk to be raised, uneven and not level; in allowing, causing and/or permitting the sidewalk to be in a dilapidated condition and in a state of disrepair; in allowing, causing and/or permitting pine needles and/or other debris to be, become and/or remain in said raised, uneven sidewalk; in allowing, causing and/or permitting pine needles to cover the area of said raised sidewalk; in failing to properly repair and/or provide for the proper repair of said sidewalk; in failing to properly fence, barricade and/or by some means, block off the area of the dangerous, hazardous and unsafe condition; in failing to have proper markings, signs and/or by some other means indicate to persons lawfully thereon of the raised sidewalk; in allowing, causing and/or permitting trees to be planted at and/or near said sidewalk so as to cause the surface of the sidewalk to become raised; in actively, negligently planting trees at and/or near said sidewalk; in failing to remove trees from the area of said sidewalk so as to prevent the contingency which occurred;

***SEE ATTACHED RIDER**SEE ATTACHED PHOTOS**

RIDER TO THE NOTICE OF CLAIM IN THE MATTER OF:

-----x

BARBARA M. RIGNANESE,

Claimant,

-against-

CITY OF POUGHKEEPSIE,

Respondent.

-----x

3. (continued)

in failing to provide an adequate and safe place to walk; in failing to warn this claimant of the aforementioned conditions; in failing to inspect and report same to persons on said sidewalk; in failing to check, inspect and/or maintain the aforesaid sidewalk; in failing to remedy or take precautionary steps in reference to the aforementioned conditions; in creating a trap; in failing to use that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to take those steps necessary to avoid the contingency which occurred; in acting with a reckless disregard for the safety of others; in hiring inept, incompetent and unskilled agents, servants, employees; and the respondent, its agents, servants and/or employees, were in other ways negligent, wanton, reckless and careless.

4. The items of damage or injuries claimed are as follows: Claimant, BARBARA M. RIGNANESE, sustained severe and serious permanent personal injuries to her body, including, but not limited to cerebral concussion with post-concussion syndrome, right rotator cuff syndrome, sprain and/or strain right shoulder, contusion right shoulder, laceration above right eye requiring suturing to repair, contusion of face, abrasion right hand, cervical spine sprain and/or strain, spine sprain and/or strain, ecchymosis face and right shoulder, blurred vision, right eye pain, swelling right eye, inability to see properly, nausea, permanent significant scarring disfigurement, severe pain and suffering and extensive medical bills. The exact extent of same are unknown at this time.

Any tapes, recordings, photos, etc. of incident and/or the parties must be preserved and maintained.

File#: 132335-01

The undersigned claimant(s) therefore present(s) this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated: December 10, 2025

Finkelstein & Partners, LLP.

Attorneys for Claimant

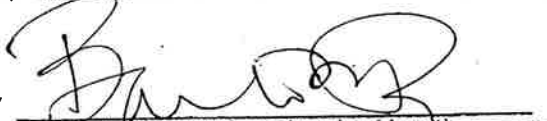
1279 Route 300

P.O. Box 1111

Newburgh, NY, 12551

Phone No: (800) 634-1212

"X"


The name signed must be printed beneath
BARBARA M. RIGNANESE

"X"

The name signed must be printed beneath

By:



PATRICIA E. ROTHSTEIN, ESQ.

INDIVIDUAL VERIFICATION

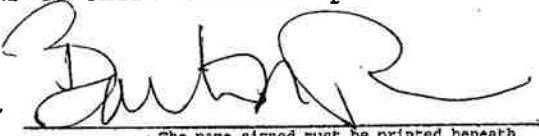
State of New York, County of Dutchess

ss.:

BARBARA M. RIGNANESE

Being duly sworn, deposes and says that deponent is the claimant in the within action; that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

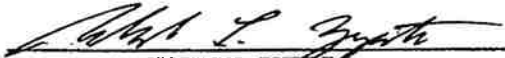
"X"


The name signed must be printed beneath
BARBARA M. RIGNANESE

"X"

The name signed must be printed beneath

Sworn to before me, this
10th Day of Dec., 2025


NOTARY PUBLIC

ROLANDO L. ZAPATA
Notary Public, State of New York
Qualified in Ulster County
Registration # 012A6369441
Commission Expires, January 08, 2026



12/10/2025





12/10/2025



12/10/2025



PLEASE PRINT OR TYPE FORM CLEARLY

NOTE: Claim must be filed with and served to the City Chamberlain in triplicate (3 copies) within 90 days after the claim arises. Use additional sheets if necessary.

**NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK**

TODAY'S DATE: 12/17/25

NAME AND ADDRESS OF EACH CLAIMANT:

Henry Gonzalez 202 Smith Street Apt 2th
Poughkeepsie NY 12601

TELEPHONE NUMBER: 845-240-6298

NAME AND ADDRESS OF ATTORNEY (IF ANY):

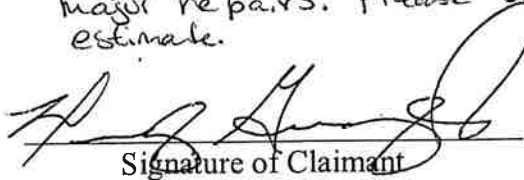
POK CITY CHAMBERLAIN
2025 DEC 19 PM02:48

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE):

My vehicle was parked on 12/14/25 Legally. My vehicle was swiped by snow plow in the front right corner. The driver side mirror was detached for vehicle and the whole driver side doors are dented in and gauged. Cannot open the doors due to accident. Front to back time of accident was at 5:55 am in the morning. Took place at 202 Smith St.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Vehicle is damaged. In need of major repairs. Please see attached estimate.


Signature of Claimant

Signature of Claimant

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

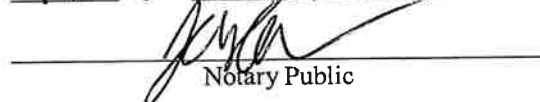
Henry Gonzalez being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items, he/she believes it to be true.

Signature of Claimant

Signature of Claimant

Sworn to before me this

19th day of December, 2025


Notary Public

JUMAANE ASHER
Notary Public - State of New York
No. 01AS0029582
Qualified in Dutchess County
My Commission Expires October 4, 2028

NOTE: After submitting this form to the City Chamberlain, please direct any inquires to the Corporation Counsel at (845) 451-4065, Monday to Friday, 8:30 a.m. - 4:00 p.m.



CARSTAR STOFA'S COLLISION

Workfile ID: e76704de
Federal ID: 47-4665093

"Relax, We'll Take It From Here!"
12 North Clinton Street, FAC#R7131565,
POUGHKEEPSIE, NY 12601
Phone: (845) 452-7351
FAX: (845) 452-7384

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator:	Chris Bawol
Gonzalez, Henry	SELF PAY	Phone:	Create Date:	12/15/2025
		Claim:		
		Loss Date:		
(845) 240-6298		Deductible:		

2009 SUBA Forester X Limited Automatic 4D UTV 4-2.5L Gasoline SMPI

VIN: JF2SH64619H721950	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State: NY	Production Date:	Condition:	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER						
2	E01	Remove/Install	R&I bumper cover				1.0T	Body	
3	E01		FRONT LAMPS						
4	E01	Remove/Install	LT Headlamp assy				0.5T	Body	
5	E01		FENDER						
6	E01	Blend	LT Fender						2.0T
7	E01	Remove/Install	LT Fender liner				0.4T	Body	
8	E01		FRONT DOOR						
9	E01	Remove/Replace	LT Door shell	1	978.40T	OEM	4.8T	Body	3.0T
10	E01		Add for Clear Coat						1.2T
11	E01	Remove/Replace	LT Black out tape lower	1	25.80T	OEM	0.2T	Body	
12	E01	Remove/Replace	LT Black out tape upper	1	29.48T	OEM	0.3T	Body	
13	E01	Remove/Replace	LT Handle, outside chrome	1	61.47T	OEM	0.0T	Body	
14	E01	Remove/Replace	LT Handle, outside gasket front	1	2.20T	OEM	0.0T	Body	
15	E01	Remove/Replace	LT Handle, outside gasket rear	1	1.42T	OEM	0.0T	Body	
16	E01	Remove/Replace	LT Handle base	1	49.18T	OEM	0.0T	Body	
17	E01	Remove/Replace	LT Cap chrome	1	22.13T	OEM	0.0T	Body	
18	E01	Remove/Replace	LT Mirror assy w/heated	1	285.52T	OEM	0.0T	Body	
19	E01	Remove/Replace	LT Cover paint to match	1	73.25T	OEM	0.0T	Body	0.5T
20	E01		Overlap Minor Panel						(0.2)T
21	E01		Add for Clear Coat						0.1T
22	E01	Remove/Replace	LT Lower cover	1	37.10T	OEM	0.0T	Body	
23	E01		REAR DOOR						
24	E01	Remove/Replace	LT Door shell	1	966.98T	OEM	4.5T	Body	3.0T
25	E01		Overlap Major Adj. Panel						(0.4)T

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

12/17/2025 10:45:00 AM

Estimate

RO Number:

2009 SUBA Forester X Limited Automatic 4D UTV 4-2.5L Gasoline SMPI

26	E01		Add for Clear Coat						0.5T
27	E01	Remove/Replace	LT Black out tape front	1	22.13T	OEM	0.2T	Body	
28	E01	Remove/Replace	LT Black out tape upper	1	14.75T	OEM	0.2T	Body	
29	E01	Remove/Replace	LT Black out tape rear	1	22.13T	OEM	0.2T	Body	
30	E01	Remove/Replace	LT Stone guard	1	68.85T	OEM	0.3T	Body	
31	E01	Remove/Replace	LT Handle, outside chrome	1	61.47T	OEM	0.0T	Body	
32	E01	Remove/Replace	LT Handle, outside gasket front	1	2.20T	OEM	0.0T	Body	
33	E01	Remove/Replace	LT Handle, outside gasket rear	1	1.42T	OEM	0.0T	Body	
34	E01	Remove/Replace	LT Cap chrome	1	22.13T	OEM	0.0T	Body	
35	E01	Remove/Replace	LT Handle base	1	49.18T	OEM	0.0T	Body	
36	E01		QUARTER PANEL						
37	E01	Remove/Replace	LT Quarter panel	1	792.58T	OEM	16.0T	Body	2.8T
38	E01		Overlap Major Non-Adj. Panel						(0.2)T
39	E01		Add for Clear Coat						0.5T
40	E01	Remove/Install	Splash shield left side				0.3T	Body	
41	E01	Remove/Install	LT Qtr glass Subaru green				0.0T	Body	
42	E01	Remove/Replace	LT Dam	1	18.62T	OEM	0.0T	Body	
43	E01	Remove/Replace	LT Seal	1	23.65T	OEM	0.0T	Body	
44	E01		LIFT GATE						
45	E01	Remove/Install	R&I liftgate assy				0.8T	Body	
46	E01		REAR LAMPS						
47	E01	Remove/Install	LT Tail lamp assy				0.0T	Body	
48	E01		REAR BUMPER						
49	E01	Remove/Install	R&I bumper cover				0.0T	Body	
50	E01		VEHICLE DIAGNOSTICS						
51	E01	Repair	Pre-repair scan				1.0T	Mech	
52	E01	Repair	Post-repair scan				1.0T	Mech	
53	E01		MISCELLANEOUS OPERATIONS						
54	E01	Remove/Replace	Cover car/bag	1	5.00T	OEM	0.2T	Body	
55	E01	Remove/Replace	Cover car/bag	1	5.00T	OEM	0.2T	Body	
56	E01	Repair	Color Sand & Buff				2.0T	Body	
57	E01	Remove/Replace	Corrosion Protection	1	10.00T	Other	0.2T	Body	
58	E01	Remove/Replace	Hazardous Waste Removal	1	6.00T	Other			
59	E01	Repair	D & R Battery				0.3T	Body	
60	E01	Repair	Memory Function Reset				0.3T	Body	
61	E01		Seam Sealer	1	55.00T	Other			
62	E01		Cavity Wax	1	15.00T	Other	0.3T	Body	
63	E01	Remove/Replace	Weld-through primer	1	30.00T	Other	0.3T	Body	
64	E01	Remove/Replace	Urethane kit	1	35.00T	A/M			

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					3,793.04
Labor, Body			70.00	33.5	2,345.00
Labor, Refinish			70.00	12.8	896.00
Labor, Mechanical			119.00	2.0	238.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

12/17/2025 10:45:00 AM

Estimate

RO Number:

2009 SUBA Forester X Limited Automatic 4D UTV 4-2.5L Gasoline SMPI

Material, Paint	45.00	12.8	576.00
Subtotal			7,848.04
Sales Tax			637.65
Grand Total			8,485.69
Net Total			8,485.69

Estimate Version	Total \$
Original	8,485.69

Insurance Total \$:	8,485.69
Received from Insurance \$:	0.00
Balance due from Insurance \$:	8,485.69
Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00

LAW OFFICES OF
LORENZO L. ANGELINO

Tele. (845) 214-1133
Fax (845) 625-1672

42 CATHARINE STREET
POUGHKEEPSIE, NY 12601

www.AngelinoLaw.com
Lorenzo@AngelinoLaw.com

December 17, 2025

Via Certified Mail / Return Receipt

City of Poughkeepsie
ATTN: City Planning Board
62 Civic Center Plaza, 2nd Floor
Poughkeepsie, NY 12601

POK CITY CHAMBERLAIN
2025 DEC 23 PM01:41

**Re: 30 Day Notice for On-Premises Beverage License
Tayavegias Corp.**

City Planning Board,

Enclosed please find the standard notice for providing a 30-day notice to a local municipality in connection with an on-premises Alcoholic Beverage License.

Please review same with community board and advise this office if there are any objections or further information required for the board's approval.

If there is no objection to the proposed premises obtaining a Liquor License, we would appreciate it if you would send a letter of no objection to the New York State Liquor Authority with a copy to our office.

Thank you in advance for your courtesy and cooperation, please do not hesitate to contact me with any questions you may have.

Sincerely,


Lorenzo L. Angelino, Esq.

LLA/caf
Enclosure



OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

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

1. Date Notice Sent:

December 17, 2025

1a. Delivered by:

Certified Mail Return Receipt Requested

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

For premises outside the City of New York:

☒ New Application
 ☐ Removal
 ☐ Class Change

For premises in the City of New York:

☐ New Application
 ☐ New Application and Temporary Retail Permit
 ☐ Temporary Retail Permit
 ☐ Removal
☐ Class Change
 ☐ Method of Operation
 ☐ Corporate Change
 ☐ Renewal
 ☐ Alteration
For **New** and Temporary Retail Permit applicants, answer each question below using all information known to dateFor **Renewal** applicants, answer all questionsFor **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)For **Corporate Change** applicants, attach a list of the current and proposed corporate principalsFor **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocationFor **Class Change** applicants, attach a statement detailing your current license type and your proposed license typeFor **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes**Please include all documents as noted above. Failure to do so may result in disapproval of the application.****This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**

3. Name of Municipality or Community Board:

City of Poughkeepsie

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable):

Expiration Date (if applicable):

5. Applicant or Licensee Name: Tayavegias Corp.

6. Trade Name (if any): Catrachos Restaurant

7. Street Address of Establishment: 581 Main Street

8. City, Town or Village: Poughkeepsie

, NY

Zip Code: 12601

9. Business Telephone Number of applicant/ Licensee:

(845) 889-5014

10. Business E-mail of Applicant/Licensee:

Alexmaravegias2@gmail.com

11. Type(s) of alcohol sold or to be sold:
 ☒ Beer & cider
 ☐ Wine, Beer & Cider
 ☐ Liquor, Wine, Beer & Cider
12. Extent of Food Service:
 ☒ Full Food menu; full kitchen run by a chef/cook
 ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Restaurant (full kitchen and full menu required)

☐ Seasonal Establishment
 ☐ Juke Box
 ☐ Disc Jockey
 ☒ Recorded Music
 ☐ Karaoke
14. Method of Operation:
(check all that apply)
☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.):
☐ Patron Dancing
 ☐ Employee Dancing
 ☐ Exotic Dancing
 ☐ Topless Entertainment
☐ Video/Arcade Games
 ☐ Third Party Promoters
 ☐ Security Personnel
☐ Other (specify):
15. Licensed Outdoor Area:
 ☒ None
 ☐ Patio or Deck
 ☐ Rooftop
 ☐ Garden/Grounds
 ☐ Freestanding Covered Structure
 (check all that apply) ☐ Sidewalk Cafe
 ☐ Other (specify):

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: 1
17. List the room number(s) the establishment is located in within the building, if appropriate: Ground Floor
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☒ Yes ☐ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- | | |
|---------|---------------|
| <u></u> | <u></u> |
| Name | Serial Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: Solin Properties LLC
23. Building Owner's Street Address: 581 Main Street
24. City, Town or Village: Poughkeepsie State: New York Zip Code: 12601
25. Business Telephone Number of Building Owner: (914) 474-7712

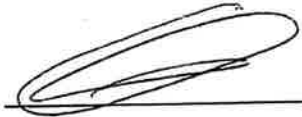
Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: Lorenzo L. Angelino, Esq.
27. Representative/Attorney's Street Address: 42 Catharine Street
28. City, Town or Village: Poughkeepsie State: New York Zip Code: 12601
29. Business Telephone Number of Representative/Attorney: (845) 214-1133
30. Business E-mail Address of Representative/Attorney: Lorenzo@AngelinoLaw.com

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

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

31. Printed Principal Name: Alexandros Karavegias Title: Owner

Principal Signature: 

**RESOLUTION
(R-26-10)**

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

Washington Street over Fall Kill Creek Bridge Rehabilitation

INTRODUCED BY CHAIRMAN WILSON, COUNCILMEMBER SHOOK, PATTERSON THOMPSON, BROWN AND GRANT

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

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

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

WHEREAS, Resolution No. R-25-37 adopted by the City of Poughkeepsie on April 16, 2025 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of the construction and construction inspection work.

WHEREAS, it was subsequently found necessary to undertake additional construction and construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional construction and construction inspection work for the project; and

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

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

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

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

RESOLVED, that the sum of **\$652,000 (\$14,876,310 minus the previous \$14,224,310)** is hereby appropriated from Account 30-08-5110 7461 (Contract Ser-Engineering 19BRG.01) and made available to cover the cost of participation in the above phase of the Project; and it is further

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

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

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

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

RESOLVED, this Resolution shall take effect immediately.

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

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

WITNESS My Hand and the Official Seal of the City of Poughkeepsie, New York, this _____ day of _____, 2026.

Clerk, City of Poughkeepsie

Sponsor: **City of Poughkeepsie**PIN: **8759.83** BIN: **N/A**Comptroller's Contract No. **D035976**Supplemental Agreement No. **4**Date Prepared: **12/18/2025** By: **GC**

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 4 to D035976 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

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

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

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

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

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

Sponsor: City of Poughkeepsie
 PIN: 8759.83 BIN: N/A
 Comptroller's Contract No. D035976
 Supplemental Agreement No. 4
 Date Prepared: 12/18/2025 By: GC
 Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF DUTCHESS

On the ____ day of _____ in the year 20__, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

My Commission Expires: _____

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
 STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
 For Commissioner of Transportation

By: _____
 Assistant Attorney General

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

COMPTROLLER'S APPROVAL:

Date: _____

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

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements

NYSDOT/ State-Local Agreement - Schedule A for 8759.83

PIN

OSC Contract #: D035976		Contract Start Date: 7/10/2018 (mm/dd/yyyy) Contract End Date: 7/1/2030 (mm/dd/yyyy) ☒ Check, if date changed from the last Schedule A	
Purpose:		☐ Original Standard Agreement ☒ Supplemental Schedule A No. 4	
Agreement Type:	☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Poughkeepsie		
	Other Municipality/Sponsor (if applicable):		
	☐ State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share		
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction/CI/CS			
Work Type: BR REHAB		County (If different from Municipality): DUTCHESS	
(Check, if Project Description has changed from last Schedule A): ☐			
Project Description: Washington Street over Fall Kill Creek Bridge Rehabilitation (BIN 2262670), City of Poughkeepsie, Dutchess County			
Marchiselli Eligible ☒ Yes ☐ No			

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8759.83.121	Current	STP (80%)	\$1,292,000.00	\$1,033,600.00	\$193,800.00	\$64,600.00	\$0.00
	Old	STP (80%)	\$1,292,000.00	\$1,033,600.00	\$193,800.00	\$64,600.00	\$0.00
8759.83.221	Current	STP (80%)	\$479,749.00	\$383,799.00	\$71,963.00	\$23,987.00	\$0.00
	Old	STP (80%)	\$479,749.00	\$383,799.00	\$71,963.00	\$23,987.00	\$0.00
8759.83.222	Current	STP (80%)	\$27,561.00	\$22,048.00	\$4,134.00	\$1,379.00	\$0.00
	Old	STP (80%)	\$27,561.00	\$22,048.00	\$4,134.00	\$1,379.00	\$0.00
8759.83.321	Current	STP (80%)	\$13,077,000.00	\$10,461,600.00	\$1,961,550.00	\$653,850.00	\$0.00
	Old	STP (80%)	\$12,425,000.00	\$9,940,000.00	\$1,863,750.00	\$621,250.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$14,876,310.00	\$11,901,047.00	\$2,231,447.00	\$743,816.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 8759.83

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

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$11,901,047.00	\$2,231,447.00	\$743,816.00	\$14,876,310.00
		Total FEDERAL Cost	\$11,901,047.00
		Total STATE Cost	\$2,231,447.00
SFS TOTAL CONTRACT AMOUNT			\$14,132,494.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Giselle Conrad</u> Phone No: <u>845-431-5731</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

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

- Project Description Continued: This project will replace the historic stone arch bridge that carries Washington Street over the Fallkill Creek in the City of Poughkeepsie, Dutchess County. The project will also rehabilitate the structure that carries North Bridge Street over the Fall Kill Creek to serve as the detour route.
- The State Match is being funded with Marchiselli Program Funds
- This Schedule A is adding additional funds to the construction and construction inspection phase.
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**ORDINANCE AMENDING §13-180
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-26-01)

**INTRODUCED BY COUNCILMEMBER PATTERSON THOMPSON, SHOOK,
HENRY, MENIST, BROWN, JAMES AND GRANT:**

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

SECTION 1: §13-180 is hereby amended by the following modification:

Section 13-180 – Parking prohibited at all times.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as part of the parking prohibited at all times area.

May Street, east side, from the northeast corner of Forbus Street and May Street to a point 185 feet northerly therefrom.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold