



COMMON COUNCIL MEETING

Tuesday, August 18, 2026
Common Council Chambers
6:30 p.m.

6:00pm- Public Hearing- 9 Austin Court Rezoning

I. ROLL CALL

II. REVIEW OF MINUTES:

1. Common Council Public Hearing of July 7, 2026- Short Term Rentals
2. Common Council Meeting of July 7, 2026
3. Common Council Meeting of July 14, 2026

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 EL NICA LLC**, 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-26-51**, Resolution Approving And Endorsing the Application of Walkway Over the Hudson for a Grant Under Title 9 of the Environmental Protection Act of 1993 for a Park Project Known as Parker Avenue & Washington Street Public Space Design Project
2. **R-26-52**, Resolution Accepting A Grant From the New York State Department Of Conservation To Fund A Portion Of The Recycling Coordinator's Salary And Fringe Benefits

3. **R-26-53**, Resolution Appointing Spanish Speaking Clerk as an Additional Marriage Officer

IX. ORDINANCES AND LOCAL LAWS:

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

1. **R-26-50**, Resolutions Setting Public Hearing Concerning the Adoption of the 2027-2031 Capital Plan

XI. ORDINANCES AND LOCAL LAWS:

1. **Second Read: O-26-06**, Ordinance Amending §13-126(C)(2) of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles And Traffic” Allowing Permit Parking on Both Sides of Vernon Terrace from 6:00 PM to 9:00 PM
2. **Second Read: O-26-07**, Ordinance Amending §13-191.2 Of Chapter 13 Of The City Of Poughkeepsie Code Of Ordinances Entitled “Motor Vehicles And Traffic” Two-Hour Parking, 9:00 A.M. To 6:00 P.M. on Vernon Terrace Beginning at its Easterly Intersection with Bain Avenue (Between 10 Vernon Terrace and the Rear of 134 Washington Street) to the Cul-De-Sac that Ends Adjacent to Pulaski Park.
3. **First Read: O-26-08**, Ordinance Amending §13-269 Of Chapter 13 Of The City Of Poughkeepsie Code Of Ordinances Entitled “Motor Vehicles And Traffic” Handicapped Parking Areas Designated. Talmadge St., East Side, Starting 102 Feet From Its Intersection With Duane Street; For 25 Feet (1 Space).

XII. MAYOR’S COMMENTS:

XIII. CHAIRMAN’S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:



The City of Poughkeepsie New York

Common Council Public Hearing Meeting Minutes

Tuesday, July 7, 2026

6:00 PM

Common Council Chambers

I WELCOME:

Welcome to the scheduled Public Hearing of the City of Poughkeepsie Common Council. The date is Tuesday, July 7, 2026 and the time is 6:00pm.

This Public Hearing is for the purpose of receiving comments on a proposed local law to amend certain subsections within the City of Poughkeepsie Code Section 19-5.47 "Short-Term Rental" and to change the Use Table to (1) Permit Short Term Rentals in all zoning districts and (2) to permit chickens and bees to be permitted uses

II ROLL CALL

8 Present, 1 Absent (Council Member At-Large Da'Ron Wilson)

III PUBLIC PARTICIPATION:

Five (5) minutes per person of public comment on Short Term Rentals

Laurie Sandow - S. Grand Ave *

* Submitted Comments for the Official Record

IV ADJOURNMENT:

At 6:31pm a motion to adjourn the meeting was made by Councilmember Patterson Thompson and seconded by Councilmember Grant.

Dated: July 9, 2026

I hereby certify that this true and correct copy of the Minutes of the Public Hearing of the Common Council held on Tuesday, July 7, 2026.

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



PUBLIC HEARING MEETING AGENDA

Tuesday, July 7, 2026
6:00 PM
Common Council Chambers

City of Poughkeepsie Common Council Public Hearing;

NOTICE IS HEREBY GIVEN that pursuant to the Charter and Codes of the City of Poughkeepsie, one Common Council Public Hearing will be held on **Tuesday, July 7, 2026 at 6:00 pm** respectively, in the Common Council Chambers, 3rd Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, NY for the purpose of receiving comments on:

A Local Law To Amend Certain Subsections Within The City Of Poughkeepsie Code Section 19-5.47 "Short-Term Rental" And To Change The Use Table To (1) Permit Short Term Rentals In All Zoning Districts And (2) To Permit Chickens And Bees To Be Permitted ("P") Uses

- I.** Welcome
- II.** Roll Call
- III.** Public Participation
- IV.** Adjournment:

**CITY OF POUGHKEEPSIE, NEW YORK
COMMON COUNCIL
PUBLIC HEARINGS
TUESDAY, JULY 7, 2026**

NOTICE IS HEREBY GIVEN that pursuant to the Charter and Codes of the City of Poughkeepsie, one Common Council Public Hearing will be held on **Tuesday, July 7, 2026 at 6:00 pm** respectively, in the Common Council Chambers, 3rd Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, NY for the purpose of receiving comments on:

1. A Local Law To Amend Certain Subsections Within The City Of Poughkeepsie Code Section 19-5.47 “Short-Term Rental” And To Change The Use Table To (1) Permit Short Term Rentals In All Zoning Districts And (2) To Permit Chickens And Bees To Be Permitted (“P”) Uses

When: Tuesday, July 7, 2026, at 6:00 PM (EST)

Location: Common Council Chambers, 3rd FL, City Hall, 62 Civic Center Plaza, Poughkeepsie, NY 12601

Dated: June 3, 2026

Respectfully submitted,

Jamar M. Cummings
City Chamberlain

(LL-26-XX)

**A LOCAL LAW TO AMEND CERTAIN SUBSECTIONS WITHIN THE
CITY OF POUGHKEEPSIE CODE SECTION 19-5.47 “SHORT-TERM RENTAL” AND
TO CHANGE THE USE TABLE TO (1) PERMIT SHORT TERM RENTALS IN ALL
ZONING DISTRICTS AND (2) TO PERMIT CHICKENS AND BEES TO BE
PERMITTED (“P”) USES**

SPONSOR:

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

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

SECTION 1: Section 19-5.47, subsection (1) “Purpose” is amended as follows:

1. **PURPOSE:** The Common Council of the City of Poughkeepsie finds that unregulated short-term rentals are likely to contribute to and exacerbate the housing crisis facing Poughkeepsie’s residents. Tenants and homeowners are facing increased prices while available housing stock is severely limited, making it extremely difficult for residents to find an apartment to rent or a home to purchase. Non-owner-occupied short-term rentals, commonly known as “vacation rentals” **may** contribute to the severely limited housing stock. These vacation rentals are often owned and operated by absentee investors, **whose** ~~who’s~~ primary interests are in short-term profits rather than the safety and security of our community. In addition to impacting housing availability and affordability, these vacation rentals **can** turn **entire** residential neighborhoods into **short-term** rental communities, harming public safety and **altering** the character of local communities. This law seeks to limit the number of vacation rentals in Poughkeepsie while allowing those who live here and who wish to use their residence for home-sharing to be able to do so through a comprehensive registration and enforcement process, ensuring neighborhoods are protected, homeowners can earn income, and the City can collect revenues. This law also seeks to put the burden of enforcement on the hosting platforms that profit from operating in our community by prohibiting them from facilitating transactions from unregistered listings and requiring them to collect appropriate occupancy taxes payable to the City.

SECTION 2: Section 19-5.47, subsection (2) “Definitions” is amended as follows:

2. **DEFINITIONS:**

The following terms shall have the meanings indicated below for purposes of this Section 19-5.47 only:

- A. Bedroom: any habitable space in a dwelling unit other than a kitchen or living room that is intended for or capable of being used for sleeping, is separated from other rooms by a door, is accessible to a bathroom without crossing another bedroom, and contains at least one egress window.
- B. Booking Transaction: any reservation or payment service provided by a Hosting Platform that facilitates a home-sharing or vacation rental transaction between a prospective visitor and a host.
- C. Dwelling Unit: one or more rooms designed, occupied, or intended exclusively for residency purposes with full cooking, sleeping, and bathroom facilities for the exclusive use of a single household. A dwelling unit includes a single-family residence, and each unit of an apartment, duplex, or multiple dwelling structure designed as a separate habitation for one or more Natural Persons but does not include lodging facilities such as city-approved hotels, as defined in Chapter 19 of the City of Poughkeepsie Code of Ordinances.

An accessory dwelling unit constitutes a separate dwelling unit for the purposes of this Section. **However, for an owner-occupied or host-occupied two-family dwelling where one of the dwellings is the primary residence of the owner or host, the second unit may be utilized as a vacation rental.**

Recreational Vehicles, tents, yurts, mobile homes, or any other structure that does not meet the requirements outlined in this subsection (C) do not constitute a separate dwelling unit.

- D. Eligible Resident: any Natural Person who:
 - 1. is either a resident of a ~~dwelling unit~~ **property** or ~~an the resident~~-owner of a ~~dwelling unit~~ **property**; and
 - 2. uses that ~~dwelling unit~~ **property** as his or her primary residence.
- E. Exclusive transient use: When no eligible resident of the dwelling unit lives on-site, in the dwelling unit, throughout any visitor's stay.
- F. Home Sharing Rental: renting for a period of 30 consecutive days or less, one or more bedrooms in a dwelling unit that is the primary residence of the host, while the host lives on-site, in the dwelling unit, throughout the visitors' stay. A dwelling unit rented out for home-sharing is referred to as a "home-share."
- G. Host: any Natural Person who is an eligible resident of a ~~dwelling unit~~ **property** offered for use as a Short-Term Rental.
- H. Hosting Platform: a Natural Person, joint venture, joint stock company, partnership, association, club, limited liability company, corporation, business trust or organization of any kind who participates in the home-sharing or vacation rental business by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation.
- I. "Lives On Site:" maintains a physical presence in the dwelling unit, including, but not limited to, sleeping overnight, preparing and eating meals, and engaging in other activities in the dwelling unit, of the type typically maintained by a Natural Person in the dwelling unit in which he or she is an eligible resident.
- J. Natural Person: a human being as distinguished from a "person" created by operation of

law (such as a corporation).

- K. Owner: any person or entity who, alone or with others, has legal or equitable title to a **property or** dwelling unit. A person whose interest in a **property or** dwelling unit is solely that of a tenant, subtenant, lessee, or sublessee under an oral or written rental housing agreement shall not be considered an owner.
- L. Primary Residence: the primary location that an eligible resident inhabits for housing as documented by the requirements listed in Section 3 (A) of this Section. A Natural Person can only have one primary residence.
- M. Section: This Section 19-5.47 of the City's Zoning Code entitled "Short-Term Rental Regulations."
- N. Short-Term Rental: the renting of a dwelling unit for a period of **30 consecutive days or less** ~~less than a period of 30 consecutive days~~. In the City of Poughkeepsie, there are only two types of permitted short-term rentals: "Home Sharing Rental" or "Vacation Rental" both defined in this subsection.
- O. Vacation Rental: renting for a period of 30 consecutive days or less any dwelling unit **on a property that is the primary residence of the host**, in whole or in part, for exclusive transient use. ~~Rentals of units located within City-approved hotels, motels, and bed and breakfasts shall not be considered vacation rentals.~~ **The following are not eligible to receive a permit for vacation rental for any portion of the structure: City-approved hotels motels and bed and breakfasts. Further, in properties containing more than two dwelling units, only the Eligible Resident's Dwelling Unit is eligible as a vacation rental.**
- P. Visitor: a Natural Person who rents a home-share or vacation rental.

SECTION 3: Section 19-5.47, subsection (4) "Short-Term Rental Permit Conditions" is amended as follows:

- A. Application Requirements. Before any permit under this Section is issued, an application shall be submitted to the Development Department and signed by the Host under penalty of perjury. All applications shall be made on forms provided by the City. The Development Department, at its discretion, may require additional documentation associated with the application as may be necessary to enforce the requirements of this local law. In addition to any other requirements, applicants shall provide the following documentation:
 - 1. Information required for all Short-Term Rental Permits:
 - a. Proof of Short-Term Rental property as primary residence:**
 - i.** A valid New York driver's license, valid New York State identification card or valid Municipal Identification card; **and**
 - ii. At least one (1) of the following: documents:**
 - a. Proof of valid motor vehicle registration;**
 - b. Proof of voter registration;**
 - c. Federal or state tax returns or other financial documentation;**

d. A utility bill

- b. Proof of possession of the Short-Term Rental, either by valid warranty deed, valid lease, or other verification of the applicant's right to possession of the premises. If the applicant does not own the dwelling unit, the applicant must also provide written documentation from the property owner allowing the applicant to conduct a short-term rental on the proposed licensed premises;
 - c. A sketch **plot** plan identifying **the location of** on-site parking **spaces in relation to the building. A survey may be submitted if available;**
 - d. A sketch floor plan identifying bedrooms, living spaces, emergency evacuation routes and locations of smoke detectors, carbon monoxide detectors and fire extinguishers;
 - e. The maximum number of visitors per night, which shall not exceed the maximum permitted in accordance with subsection 3 (A);
 - f. Proof of insurance;
 - g. A list of platforms that will be used to solicit bookings and correlating URL links, if any; and
 - h. Initial Short-Term Rental permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting of the initial permit;
 - i. Any other information required by regulations promulgated pursuant to this Section.
2. Information specifically required for Home-Sharing Rental Permit
- ~~a. At least two (2) of the following documents indicating that the short-term rental is the applicant's primary residence:~~
 - ~~i. Proof of valid motor vehicle registration;~~
 - ~~ii. Proof of voter registration;~~
 - ~~iii. Federal or state tax returns or other financial documentation;~~
 - ~~iv. A utility bill;~~
 - ~~v. The New York Driver's license, New York State Identification card or Municipal identification card required in subsection (1)(a) above may also serve as one of the two required forms of proof of primary residence.~~
 - a. The name and contact information for any other eligible residents of the proposed home-share who will be serving as hosts, together with proof that each identified host is an eligible resident of the proposed Home-Sharing Rental.
3. Information specifically required for Vacation Rental Permits:
- a. Renewal vacation rental permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 23 years.
- B. Certification. In submitting their application, the applicant shall self-certify under penalty of perjury under the laws of the State of New York that:
- 1. The information provided in the application is correct and the documentation submitted

- with the application is authentic; and
2. They will comply with all provisions of this Section and all regulations promulgated pursuant to this Section or be subject to the revocation of their home-sharing permit.
 3. For Home-Sharing Rental Permits only: that the applicant lives on-site and will be present in the home-share throughout each visitor's stay;
- C. Application Fee Application fees shall be as set forth on the prevailing City of Poughkeepsie fee schedule adopted by resolution of the Common Council and as such schedule is modified from time to time by resolution of the Common Council.
- D. Issuance of Permit:
1. Home-Sharing Permit: If the Host satisfies the criteria of subsection (3), the Development Department shall issue a Home-Sharing Permit.
 2. Vacation Rental Permits:
 - a. Application Acceptance Window. The Development Department of the City of Poughkeepsie shall designate a 30-day window each year **starting on April 1st to accept consider applications for vacation rental permits (the "Applicant Acceptance Window") and will issue the permits starting April 1st through May 31st each year.** ~~and applications~~ **Applications** shall **may** only be accepted within this Application Acceptance Window **if the cap on the total number of vacation rental permits issued is not exceeded, in which case applications will continue to be accepted and permits issued for the current permit year. All permits will expire on May 31 of the following year, regardless of date of issuance.** The Development Department shall cause notice of the application acceptance window to be published at minimum once in the official newspaper at least ~~45~~**30** days prior to the opening of the application acceptance window each year.
 - b. Number of Vacation Rental Permits Issued. There shall be a cap on the total number of vacation rental permits issued each year. The cap shall be equal to one-half of one percent (0.5%) of the number of total housing units within the City of Poughkeepsie as determined by the most recent United States Decennial Census or United States Census Bureau's 5-year American Community Survey, whichever is more recent.
 - c. Vacation Rental Permit Lottery. If the City of Poughkeepsie receives more vacation rental applications during the annual vacation rental application window than the total number of vacation rental permits to be issued under this section, the Development Department shall conduct a lottery system of all valid applications to determine which applicants receive a vacation rental permit. The procedures for the lottery will be set forth in the regulations adopted for administration of this Section.
- E. Duty to Amend Application. If there are any material changes to the information submitted on a Short-Term Rental application, the Host shall submit an amended application on a form to be provided by the City and signed by the Host under penalty of perjury within 30 days of any such changes. For the purposes of this Section, any change to the information required to be included in a home-sharing permit application by subsection (4)(A) of this section shall constitute a material change. Failure to submit an amended application may result in revocation of the permit.
- F. Term of Permit. Notwithstanding any provision of this Code to the contrary, any Short-Term

Rental permit shall be effective for ~~one year from the date of issuance~~ **until the expiration date as indicated on the permit** and require renewal annually.

- G. Renewal of Permit. A Host may renew his or her Short-Term Rental permit by submitting a completed permit renewal application on a form to be provided by the City and signed by the Host under penalty of perjury.
1. **T**he permit renewal application shall identify any information listed in subsection (4)(A) that has changed within the last year. The Development Department reserves the right to review any additional information required by subsection (4)(A), whether or not the information has changed.
 2. If the Host has received any notice of violation or been adjudicated guilty of any New York State Building and Fire Code requirements or of this section 19-4.23, the application for renewal shall include a copy of the notice of violation and/or guilty finding
 3. Renewal Home-Sharing Permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 5 years.
 4. Renewal Vacation Rental Permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 2 years.
 5. Submission of a renewal application for a Vacation Rental Permit does not guarantee the issuance of a renewed permit. All renewal applications are subject to the cap on the number of vacation rental permits issued each year and the vacation rental permit lottery.
- H. No Transfer or Assignment. A Short-Term Rental Permit may not be assigned or transferred to any other person or entity.
- I. Revocation of a permit.
1. The grounds upon which a Short-Term Rental permit can be revoked shall include but shall not be limited to:
 - a. The permit was issued in error, or issued in whole or in part as a result of a false, untrue, or misleading statement on the permit application or other document submitted for filing, including but not limited to the schematic or certification;
 - b. If a Home-Sharing permit has been issued and the eligible resident fails to continue to occupy the premises as his, her or their primary residence;
 - c. Use of the property as a Short-Term rental creates a hazard or public nuisance, threat to public safety or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community;
 - d. Failure to comply with or violating the conditions of the permit or any requirement in Subsection (3);

2. Any permit issued pursuant to this section may be revoked or suspended by the Zoning Administrator or his/her designated agent, after written notice to the permit holder. Written notice shall be served by registered or certified mail, return receipt requested, and by regular mail, to the applicant at the address shown on the application. The notice shall describe the reasons why the City is revoking the permit.

J. Appeals.

1. Upon the denial, suspension or revocation of a permit, the applicant may, within 15 business days from the date of the written notice, file a request for a hearing before the Zoning Board of Appeals. Such request shall be filed with the Zoning Board of Appeals' Secretary. Notice of the date, place and time of the hearing shall be given in writing by mail to the applicant at the address shown on the application. In the event that demand for a hearing is not made within the prescribed time or in the event that the applicant does not timely appear for the hearing, the Building Inspector's decision shall be final and conclusive.
2. The hearing shall commence no later than 30 days after the date on which the request was filed **unless such time period is extended based upon the mutual consent of the applicant and the City.**
3. The applicant shall be given an opportunity to present evidence why such denial of application, or such suspension or revocation of the permit, shall be modified or withdrawn. The Zoning Administrator or his/her designated agent may also present evidence. Upon consideration of the evidence presented, the Zoning Board of Appeals shall sustain, modify or reverse the decision of the Building Inspector or his or her designated agent.
4. In the event the applicant is not satisfied with the decision of the Zoning Board of Appeals, such aggrieved party may file an Article 78 proceeding under the New York Civil Practice Law and Rules. The Article 78 proceeding must be filed within 30 days of the filing of the Zoning Board of Appeals' decision with the City Clerk of the City of Poughkeepsie and service of the same upon the applicant.

SECTION 4: Section 19-5.5 "Principal Use Table" is updated as attached at Exhibit A.

SECTION 5: This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

SECONDED BY COUNCILMEMBER _____:



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, July 7, 2026

6:30 PM

Common Council Chambers

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie
Common Council the date is July 7, 2026, and the time is 6:32pm**

I. ROLL CALL

II. REVIEW OF MINUTES

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

Common Council Meeting Minutes of June 16, 2026- 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, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	Council Member At-Large Wilson
Result:	Passed

1. Common Council Meeting of June 16, 2026

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

A motion to Defer Items 2 and 3 under Presentations of Petitions and Communications to Corporation Counsel was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

Official Minutes of the Common Council Meeting of July 7, 2026

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

1. **FROM SUPRINA TROCHE**, a presentation regarding the Pollinator Festival in the City of Poughkeepsie
2. **FROM MARIAN MCRAE**, a notice of claim for personal injury sustained on April 15, 2026
3. **FROM NELLY LATIN RESTAURANT**, a 30-Day advance notice of New York State Liquor license

V. PUBLIC PARTICIPATION:

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

Kenneth Stickle - Catharine St
Christopher Lo Giudice - Glenwood Ave
Laurie Sandow - S. Grand Ave *
Warren Jones - N. Clover St
Suprina Troche - Delafield St
Nicholas Jackson - S. Hamilton St
Joseph Troche - Delafield St.
Laura Belfiore - Main St

***Submitted written comments for the Official Record**

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

A motion to Approve Consent Agenda Resolutions 44 and 45 was made by 7th Ward Council Member Patterson Thompson and seconded by 8th Ward Councilmember Atonna.

Approve Consent Agenda Items R-26-44 and R-26-46- 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, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	Council Member At-Large Wilson
Result:	Passed

1. **R-26-44**, Resolution Appointing Natalie Quinn and Reappointing Angela DeFelice to the Dutchess County-Poughkeepsie Land Bank

R E S O L U T I O N

(R-26-44)

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

WHEREAS, pursuant to the by-laws of the Dutchess County-Poughkeepsie Land Bank (the DCP Land Bank), two members of the Board of Directors are appointed by the City of Poughkeepsie Common Council; and

WHEREAS, there is a vacancy on the DCP Land Bank and an upcoming reappointment to be filled by the Common Council.

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of the City of Poughkeepsie hereby makes the following appointments to the Dutchess County - Poughkeepsie Land Bank Board of Directors:

1. Natalie Quinn to immediately fulfill a vacant term on the Board that will end on August 30, 2026; and
2. Natalie Quinn to an initial full three-year term that begins on August 31, 2026 and ends on August 30, 2029; and
3. Angela DeFelice shall be reappointed to a second full three-year term that begins on August 31, 2026 and ends on August 30, 2029.

2. **R-26-45**, Resolution Approving Certificates of Base Percentages, Current Percentage, Base Proportions and Certificate of Adjusted Base Proportions for the Levy of Taxes on 2026 Assessment Roll

REMOVED - PLACED ON NEXT AGENDA

3. **R-26-46**, Resolution Authorizing the Issuance of Serial Bonds of the City of Poughkeepsie for the Albany Street Combined Sewer Overflow Rehabilitation Project

SEE ATTACHED BOND RESOLUTION

**EXTRACT OF MINUTES
(Albany Street CSO Long Term Control Plan Project)
R-26-46**

**SPONSORS: Councilmember Menist, Councilmember Brown, Councilmember Shook, and
Councilmember Grant**

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on July 7, 2026, at 6:30 o'clock p.m., local time.

The meeting was called to order by Vice Chair Shook, and, upon roll being called, the following members were:

PRESENT:

Councilmember Ernest Henry
Councilmember Evan Menist
Councilmember Terricena Brown
Councilmember Nathan Shook
Councilmember Ondie James
Councilmember Christopher Grant
Councilmember Nedra Patterson Thompson
Councilmember Daniel Atonna

ABSENT:

Councilmember at Large Da’Ron Wilson

The following persons were ALSO PRESENT:

Deputy Commissioner of Finance Karen Sorrell

The following resolution was offered by Councilmember Patterson Thompson, seconded by Councilmember Atonna, to wit;

BOND RESOLUTION DATED JULY 7, 2026

A RESOLUTION AUTHORIZING ALBANY STREET COMBINED SEWER OVERFLOW REHABILITATION PROJECT, AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,818,685 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

BE IT RESOLVED by the Common Council of the City of Poughkeepsie, Dutchess County, New York (the "City") (by the favorable vote of not less than two-thirds of all of the members of the Common Council) as follows:

SECTION 1. A project for sanitary sewer and storm sewer rehabilitation as part of a plan to address combined sewer overflow, including construction of a separate storm sewer on Albany Street

between Hoffman Street and NYS Rt. 9, and including original furnishings, equipment, machinery and apparatus, is hereby authorized at an estimated maximum cost of \$2,818,685, and said amount is hereby appropriated therefor. It is hereby determined that said purpose is an object or purpose described in subdivision 4 of paragraph a of Section 11 of the Local Finance Law, and that the period of probable usefulness of said purpose is forty years.

SECTION 2. It is hereby determined that the aforesaid purpose described above constitutes a Type II Action as defined under the State Environmental Quality Review Regulations, 6 NYCRR Part 617, which are determined in accordance with SEQR not to have a significant impact on the environment.

SECTION 3. The City plans to finance the total cost of said purpose by the issuance of serial bonds of the City in an amount not to exceed \$2,818,685, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of said bonds.

SECTION 5. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds shall be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. This resolution shall constitute a statement of official intent for purposes of Section 1.150-2 of the Treasury Regulations.

SECTION 6. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law. The faith and credit of the City are hereby irrevocably pledged for the payment of the principal of and interest on said bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on said bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of the City a tax sufficient to pay the principal of and interest on said bonds as the same become due and payable.

SECTION 7. Subject to the terms and contents of this resolution and the Local Finance Law, and pursuant to the provisions of Sections 30.00, 50.00 and 56.00 to 63.00, inclusive, of said Law, the power to authorize bond anticipation notes in anticipation of the issuance of the serial bonds authorized by this resolution and the renewals of said notes and the power to prescribe the terms, form and contents of said serial bonds and said bond anticipation notes (including without limitation the date, denominations, maturities, interest payment dates, consolidation with other issues, and redemption rights), the power to determine to issue said bonds providing for substantially level or declining debt service, and the power to sell and deliver said serial bonds and any bond anticipation notes issued in anticipation of the issuance of such bonds, is hereby delegated to the Commissioner of Finance, the Chief Fiscal Officer of the City. The Commissioner of Finance is hereby authorized to sign any serial bonds issued pursuant to this resolution and any bond anticipation notes issued in anticipation of the issuance of said serial bonds, and the Chamberlain is hereby authorized to affix the corporate seal of the City to any of said serial bonds or any bond anticipation notes and to attest such seal.

SECTION 8. The Commissioner of Finance is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and, to the extent applicable, to designate the bonds authorized by this resolution and any notes issued in anticipation thereof as "qualified tax-exempt bonds" for purposes of Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Commissioner of Finance is further authorized, in his or her discretion, to execute a project financing and loan agreement and any other agreements with the New York State Environmental Facilities Corporation and/or the New York State Department of Environmental Conservation and/or the New York State Department of Health, and amendments thereto, and to take such actions and execute such documents as may be necessary to provide for the financing or refinancing of the specific object or purpose set forth herein, or a portion thereof, by one or more notes or bond issues of the City and the sale of such issues to the New York State Environmental Facilities Corporation or its designee pursuant to the New York State Revolving Fund Program.

SECTION 10. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(1) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

(2) The provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with; and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(3) Such obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 11. The Chamberlain is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the Poughkeepsie Journal, being a newspaper having a general circulation in the City and hereby designated as the official newspaper of the City for such publication.

SECTION 12. This resolution shall take effect immediately.

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

Councilmember at Large Da’Ron Wilson	VOTING	ABSENT
Councilmember Ernest Henry	VOTING	YES
Councilmember Evan Menist	VOTING	YES
Councilmember Terriciana Brown	VOTING	YES
Councilmember Nathan Shook	VOTING	YES
Councilmember Ondie James	VOTING	YES
Councilmember Christopher Grant	VOTING	YES
Councilmember Nedra Patterson Thompson	VOTING	YES
Councilmember Daniel Atonna	VOTING	YES

The foregoing resolution was thereupon declared duly adopted.

Submitted to Council: July 7, 2026 Council Action: Approved Roll call vote taken: Yes <u>X</u> No ____ Ayes <u>8</u> Nays ____ Abstain ____ Absent <u>1</u> Approved by Mayor on _____ Mayor’s Signature _____ _____ Yvonne Flowers	I hereby certify the foregoing to be a true and correct copy of a Resolution duly adopted at a regular meeting of the Common Council held July 7, 2026. _____ City Chamberlain
--	---

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) He is the duly qualified and acting Chamberlain of the City of Poughkeepsie, Dutchess County, New York (hereinafter called the "City") and the custodian of the records of the City, including the minutes of the proceedings of the Common Council, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Common Council held on the 7th day of July, 2026 and entitled:

BOND RESOLUTION DATED JULY 7, 2026

A RESOLUTION AUTHORIZING ALBANY STREET COMBINED SEWER OVERFLOW REHABILITATION PROJECT, AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,818,685 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the City. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Common Council was present throughout said meeting, and a legally sufficient number of members (two-thirds of the Common Council) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the City and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 8th day of July, 2026

-SEAL-

Jamar Cummings
City Chamberlain

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

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

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

1. **LL-26-07**, Local Law to Reduce the Citywide Speed Limit from 30 Mph to 25 Mph

(LL-26-07)

**A LOCAL LAW TO REDUCE
THE CITYWIDE SPEED LIMIT FROM 30 MPH TO 25 MPH**

**SPONSOR: COUNCILMEMBER SHOOK, PATTERSON THOMPSON,
HENRY, MENIST, BROWN, JAMES, GRANT AND ATONNA :**

WHEREAS, the following Local Law is a Type II action under the State Environmental Quality Review Act (SEQRA) at 6 NYCRR 617.5(c)(26)(33) requiring no environmental review under SEQRA.

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

~~STRIKETHROUGH INDICATES~~
DELETION

BOLD and UNDERLINE INDICATES ADDED LANGUAGE

Section 1. Legislative History and Intent: This local law is adopted pursuant to authority set forth in Vehicle & Traffic Law §1643, which permits the City to adopt a city-wide speed limit of 25 miles per hour. The City takes notice of the vehicular safety findings and studies supporting this authorization as set forth in Chapter 496 of the New York Laws of 2022, and the City has reviewed the City of Poughkeepsie Speed Limit Reduction Assessment; Methodology and Results prepared by Creighton Manning, December 5, 2024. The licensed engineers of Creighton Manning took into account the engineering considerations and factors for speed limits set forth in the manual and specifications for a uniform system of traffic control devices maintained by the Commissioner of Transportation pursuant to Section 1680 of the Transportation Law.

Section 2. Section 13-90 “Maximum Speed Limits Established,” subsections (d) and (e) are amended as follows:

(d) *Twenty-five miles an hour.*

(1) All motor vehicles, except those restricted by this section to lower

maximum speeds, when operated on any street in the City.

(2) All motor trucks when operated on any street in the city.

~~(1) All motor vehicles, except those restricted by this section to lower maximum speeds, when approaching an intersection which is not controlled by a traffic officer or traffic control signal.~~

~~(e) Thirty miles an hour.~~

~~(1) All motor vehicles, except those restricted by this section to lower maximum speeds, when operated on any street in the City.~~

~~(2) All motor trucks when operated on any street in the city.~~

Section 3. This local law shall be filed with the Secretary of State and shall be effective as of September 1, 2026.

A motion to amend the effective date of the local law from August 1, 2026 to September 1, 2026 was made by Councilmember Shook and seconded by Councilmember Grant.

A motion to Approve was made by 2nd Ward Councilmember Menist and seconded by 6th Ward Council Member Grant.

LOCAL LAW LL-26-07 - 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, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	Council Member At-Large Wilson
Result:	Passed

2. **Second Read: O-26-04**, Ordinance Amending §13-191.2 Of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled "Motor Vehicles and Traffic" Two-hour parking, 9:00 a.m. to 6:00 p.m. on Dutcher Place on the South Side, beginning at the Easterly Side of the Driveway Entrance to the School and then for a Distance of 100 feet East toward Bement Avenue.

**ORDINANCE AMENDING §13-191.2
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-26-04)

INTRODUCED BY COUNCILMEMBER JAMES:

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

SECTION 1: §13-191.2 is hereby amended by the following modification:

Section 13-191.2. **Two-hour parking, 9:00 a.m. to 6:00 p.m.**

When appropriate signs giving notice thereof are erected, parking on the following streets or parts of streets shall be limited to two hours between the hours of 9:00 a.m. and 6:00 p.m.:

Dutcher Place on the south side, beginning at the easterly side of the driveway entrance to the school and then for a distance of 100 feet east toward Bement Avenue.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by **Underlining and Bold**

3. **Second Read: 0-26-05**, Ordinance Amending §2-107 "Denial of Access to Amend the Designated Foil Appeal Officer"

**ORDINANCE AMENDING §2-107 "DENIAL OF ACCESS TO RECORDS,
SUBSECTION (C) TO AMEND THE DESIGNATED FOIL APPEAL OFFICER**

(O-26-05)

**INTRODUCED BY CHAIR WILSON; COUNCILMEMBER SHOOK, PATTERSON
THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND ATONNA:**

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

STRIKETHROUGH INDICATES DELETION
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: Section 2-107 (c) is amended as follows:

(c) The following person shall **designated** to determine appeals for denial of access to records under the Freedom of Information Law: Finance Commissioner, Municipal Building, 62 Civic Center Plaza, P.O. Box 300, Poughkeepsie, New York 12602. **shall be set annually by the Mayor. The name of the individual identified shall be set forth in any denial and also be posted on the City's website.**

SECTION 2: This Ordinance shall take effect immediately.

XII. MAYOR'S COMMENTS:

Thank you, Chair.

I understand that complaints are being raised throughout the city, and you don't have to attend a council meeting to share your concerns. You can also email your council members or contact the mayor's office, and we're open to complaints, ideas, and suggestions through those channels too.

I also want to address the comments about RIP. I was down there a couple weeks ago to see the apartments, and they're already brand new in many ways—new appliances, fresh exterior paint, updated cooling and heating systems in every unit, and upgrades like new windows and flooring. The residents seem really happy with what they're seeing, because the renovations are happening floor by floor, section by section, so the changes are clearly visible as work progresses.

I've seen that the building owners are keeping everything updated, and our building department is going to the site to make sure the work stays compliant and safe, even though it's a little messy right now because of ongoing construction. The improvements also mean problems like heating or water issues can be limited to a single unit thanks to shutoff valves, rather than shutting down the whole building. While there were concerns raised, I believe that by this time next year, you'll see a totally different building—and I encourage people to go take a look or ask the residents there what the upgrades are like.

I've also heard complaints about Malcolm X Park, and I agree it's been a problem. We've noticed an uptick in people congregating there and doing activities that aren't appropriate for the park. My city administrator has been sitting in the parking lot, I've been in the park a lot as well, and police have been going there every day and making arrests when necessary.

Because it's a public park, we have to follow the law—if we don't see someone doing illegal activity, we can't just tell people they have to leave. There are organizations that are going to be doing some pop-up summer youth programs at Malcolm X Park, so we're activating it to keep kids there and draw appropriate activity into the space. DPW has also been over there cleaning, and we're maintaining police presence to help keep things safe.

I also want to note that we've seen issues later in the evening, around 9:30 at night, when people sometimes hide in the back. Police have been riding through to remind people they can't be in the park after that time, and we're addressing similar concerns at other parks too, not just Malcolm X Park. We're monitoring it closely and doing everything we can within the law to keep the park safe and not violate anyone's civil rights.

Official Minutes of the Common Council Meeting of July 7, 2026

Also, I'd like to mention First Friday. It was great, so I thank everybody for participating. The fire show was great, so I'm looking forward to First Friday on August 7th, where we're going to give our Youth Leadership in Government students their certificates for completing the program. We'll talk a little bit about the program, and then they're gonna have a table set up so they can talk with individuals that are part of the program. And then also to talk about different businesses, hopefully talk to owners about business opportunities and internships and things that they can do, and then recruit other young people to start. Our new cohort is going to start in September. So I appreciate the committee and the Business Improvement District for allowing us to do that during the First Friday event, so thank you.

When the storm hit, it felt like it came out of nowhere, but I was really grateful for everyone who helped shelter the people who were under the pavilion. For about 15 minutes, people just jumped in to help—throwing belongings into cars, getting folks safely into vehicles, and checking on each other—while we also worried about the trees and the other things around us.

I'm glad nobody was hurt, and it was amazing to see how everyone came together to keep people and kids safe. After the storm, a rainbow came out, and things were calm by the time the fireworks happened, so it felt like the community was thanking us for allowing them to continue. Later, we found out there were issues on the other side of town, but overall everything turned out pretty well.

I want to thank our DPW crews for being out there removing trees, limbs, and debris from the streets to help clear the way during the storm. I also want to thank Councilman Atonna for helping as well. And I appreciate the kind words from Council Members Henry along with Council Members James, Brown, and Patterson Thomas. I'm also grateful to the residents who responded to my messages on Facebook, sharing updates and information about what was happening. Throughout this, we kept in communication with the county and with Central Hudson so crews could be directed to the most critical, prioritized areas. We also heard that some people with medical conditions—like those who are bedridden or rely on oxygen—weren't showing up in Central Hudson's lists, so I want to stress that there's a process for those residents to notify Central Hudson so they can be reached first when power restoration is needed.

I want to thank Central Hudson for how quickly they restored power in the areas that I flagged, including places with bedridden residents and key businesses. Within hours, many neighborhoods had electricity back, and even though some people were upset about how things were handled, I saw the coordinated work firsthand—our police and fire departments, Central Hudson crews, and our DPW crews all working together to address serious damage like broken poles and large trees that knocked wires down.

As of the latest update I have, Central Hudson expects at least 95% of Dutchess County to have power restored by 10:00 tonight. When I checked their portal, there were still 200+ addresses without power, but they should be restored by tonight; if anyone in the city still doesn't have electricity by 10:00, I'm asking them to contact our office by tomorrow morning so we can follow up

with Central Hudson, especially in cases where the damage was extensive and required repairs like replacing transformers or carefully removing trees without endangering other wires. Despite the inconvenience for residents, crews had to pause during heavy rain because it was too dangerous to work with live electrical equipment, and the restoration process has gone better than I expected. We also learned we need to do more to ensure seniors and medically vulnerable residents are included in the process, and I appreciate neighbors looking out for each other whether that's sharing information, checking on one another, or helping with necessities.

Thank you, Chair

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

NONE

At 7:49pm, a motion to go into Executive Session was made by 2nd Ward Councilmember Menist and seconded by 8th Ward Councilmember Atonna

At 8:53pm, a motion to resume the regular council meeting was made by 3rd Ward Councilmember Brown and seconded by 8th Ward Councilmember Atonna.

XIV. ADJOURNMENT:

At 8:54 pm, a motion to adjourn the meeting was made by 7th Ward Councilmember Patterson Thompson and seconded by 3rd Ward Councilmember Brown.

Dated: July 21, 2026

Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain

the Pollinator

a multidisciplinary creative hub



MISSION

The Pollinator is a multidisciplinary creative hub in Poughkeepsie connecting visual arts, performing arts, music, crafts, literary arts, horticulture, and cooking under one roof. We create shared space and programming that helps artists and audiences discover what each discipline can offer the others. We strengthen the local creative ecosystem by supporting collaboration, skill-sharing, and public engagement. We believe the arts promote health and healing, and our work is designed to make that impact visible and accessible.

Phase 1: Seed

The Pollinator Festival is a microcosm of our vision and offers examples of our programming in Phase 3. Imagine a weekend where anyone can step into a shared creative campus and explore how visual, performing, and literary arts connect with horticulture, cooking, and wellness. Shaped by the theme "The Journey of the Seed," the Pollinator Festival invites people not just to watch, but to make—through mini demos, 20-minute workshops, and short performances designed for all experience levels. With entry points ranging from craft, music, and poetry, to planting, harvesting, cooking, and tasting, the festival welcomes every kind of curiosity. Come as you are, try something new, and leave with both a tangible creation and a renewed sense of possibility.



Phase 2: Growing

The Pollinator launches a one-to-two-year pilot with a partner home, creating a sustainable site for multidisciplinary programming, shared practice, and public participation. This period is designed to strengthen partnerships, expand the rhythm and reach of our offerings, and test the Pollinator's collaborative model in lived practice—building the foundation for a permanent center with clarity, evidence, and momentum.



About the Pollinator

The Pollinator is a place where people can pursue serious study in a range of art forms while also being invited into unexpected discovery. Through classes and hands-on participation, members are encouraged to stretch beyond a single discipline, explore new modes of expression, and develop a more expansive creative life.

Grounded in the City of Poughkeepsie and reaching across the Hudson Valley, The Pollinator is shaped by the idea that creative opportunity should be welcoming, affordable, and open to all. Its identity is rooted in exchange rather than hierarchy—an environment where difference is a strength, curiosity is rewarded, and people are energized by learning alongside one another.



Phase 3: Full Bloom

In its final stage, the Pollinator becomes a fully realized creative center: home to studio rentals for visual artists, rehearsal space for performing artists, and deeply developed programming in visual arts, literary arts, music, theater, dance, farming, and cooking. Through partnerships with local schools, colleges, and medical professionals, the Pollinator will connect creative practice to education, health, environmental stewardship, and food sovereignty in lasting and visible ways.

learn. thrive. inspire.



For more information **contact:** pollinatorpk@gmail.com
We are always looking for supporters & artists interested being part of programming with our ongoing stages.

the Pollinator Festival

Sept 12–13, 2026

Participating Artists

The **Pollinator** is led by a coalition of HV-based professional artists and arts organizations who are building the long-term Pollinator Artists Hub. For the Phase 1 festival, primary artists represent the core disciplines the **Pollinator** will sustain year-round: visual art/gallery practice; ceramics, fiber, and printmaking; dance, farming, and cooking; interdisciplinary performance; and music & technology. We will be adding more programming to our final stage. **Pollinator** programs include workshops, classes, studio access, performances, artist lectures, and demonstrations.

For over 3 years, **CONVEY/ER/OR Gallery** has been operating on Main St. in the City of PK to expand local visibility for contemporary artists. The director will bring her experience as an artist and community organizer to managing the 'shared' gallery of the Pollinator, which will function as a space of programming across the arts and beyond to offer the broader community rich experiences of what art is and could be. In addition, the director will oversee studio rental spaces for visual artists, in which they can work individually or gather and brainstorm in community.

Fallkill Creative Works offers courses and open studios in pottery, fiber arts, and printing. As one of the only arts organizations in Poughkeepsie that engages children, teens, and adults of all ages, Fallkill Creative Works seeks to foster creativity, community, and self-expression. With a pay-what-you-can approach, we are guided by generosity to share knowledge and resources so that everyone can unlock their creative potential.

theLab cultivates new works, nurtures local talent, and provides a stage for diverse voices in theater, music and interdisciplinary performance. We engage both the local community and wider audiences, bridging the gap between artists and the public.

Pollinator Farm and Kitchen empowers Poughkeepsie through regenerative food production, horticulture education, and agricultural innovation. By transforming underused urban space into a thriving farm and production kitchen, it expands access to fresh food and meals, teaches culinary skills, and promotes health, environmental stewardship, and food sovereignty. Its goal is to nourish youth and families while strengthening local economic and environmental resilience.

PsiFire is creating original choreography inspired by the collective's themes of art, community symbiosis, green growing, the planting of seeds, creative actions and the cultivation of physical and metaphorical blooms; encompassed by the belief of unity within our community.



Festival Featured Artists

Poet Gold is an acclaimed poet, author, and community "artist" who served as the 2017–2018 Dutchess County Poet Laureate. She is now touring her new book "Be the Poem".

Holly McCabe is a fiber artist and educator at Dutchess Community College with a materials-based practice rooted in textiles.

Lala Montoya is an interdisciplinary artist and cultural strategist working across woodblock printing, ceramics, and community-rooted visual storytelling.

Allyson Levy is co-director of Hortus Arboretum in the Hudson Valley. Her garden began as a source of inspiration and raw materials for her seed centric/natural material art.



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, July 14, 2026

6:30 PM

Common Council Chambers

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie
Common Council the date is July 14, 2026, and the time is 6:33pm**

I. ROLL CALL

8 Present, 1 Absent (4th Ward Council Member Nathan Shook)

II. REVIEW OF MINUTES

1. Common Council Meeting of

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **FROM VEOLIA NORTH AMERICA**, a presentation regarding the proposed
city-wide Water Meter Replacement Program

V. PUBLIC PARTICIPATION:

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

Michael Hichale- 23 Patricia Drive
Denise Parmentier- 107 Cannon St
J. Post- 19 S Hamilton
Steve Carroll- IBEW 320
Laurie Sandow- S Grand Ave*
Pat Whalen- IBEW 320

***Submitted written comments for the official record**

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

1. **R-26-45**, Resolution Approving Certificates of Base Percentages, Current Percentage, Base Proportions and Certificate of Adjusted Base Proportions for the Levy of Taxes on 2026 Assessment Roll

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

R-26-45- 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, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

RESOLUTION

R-26-45

INTRODUCED BY CHAIR WILSON

BE IT RESOLVED, that the attached certificates of Base Percentages, Current Percentage, Base proportions and Certificate of Adjusted Base Proportions for the levy of taxes on the 2026 Assessment roll are hereby approved in accordance with Article 19 of the Real Property Tax Law.

* RP-6701

NEW YORK STATE OFFICE OF REAL PROPERTY TAX SERVICES
Bldg 8A - WA Harriman Campus Albany, NY 12227

06/24/26

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2026 ASSESSMENT ROLL* Approved Assessing Unit City of Poughkeepsie, 131300
* Name of Portion City of Poughkeepsie, 131300

CERTIFICATION

DETERMINATION OF BASE PERCENTAGES

* Section I			
	(A) 2006 Taxable Assessed Value	(B) 2006 Class Equalization Rate	(C) Estimated Market Value A/(B/100)
* Class			(D) Base Percentages C/sum of C
* Homestead	1,663,288,662	100.00	1,663,288,662
* Nonhomestead	685,416,541	100.00	685,416,541
* Total	2,348,705,203		2,348,705,203

DETERMINATION OF CURRENT PERCENTAGES

* Section II			
	(E) 2025 Taxable Assessed Value including Special Franchise	(F) 2025 Class Equalization Rate	(G) Estimated Market Value E/(F/100)
* Class			(H) Current Percentages G/sum of G
* Homestead	2,038,874,954	100.00	2,038,874,954
* Nonhomestead	895,174,445	100.00	895,174,445
* Total	2,934,049,399		2,934,049,399

* I, the clerk of the legislative body of the approved
* assessing unit identified above, hereby certify
* that the legislative body determined on _____
* base percentages, current percentages, and
* current base proportions as set forth herein for the
* assessment roll and portion as identified above.

DETERMINATION OF CURRENT BASE PROPORTIONS

* Section III						
	(I) Local Base Proportion for the 2006 Assessment Roll	(J) Updated Local Base Proportion	(K) Prospective Current Base Proportion Column (L) Prorated to 100.00	(L) Adjusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion (K/L)-1*100	(N) Maximum Current Base Proportion (L*1.05)
* Class		I*(H/D)	J/sum of J			(O) Current Base Proportions
* Homestead	65.20854	63.98653	63.75689	62.41237	2.15	63.75689
* Nonhomestead	34.79146	36.37365	36.24311	37.58763	-3.58	36.24311
* Total	100.00000	100.36017	100.00000	100.00000		100.00000

signature

title

date

RP-6703		NEW YORK STATE OFFICE OF REAL PROPERTY TAX SERVICES Bldg 8A - WA Harriman Campus Albany, NY 12227		06/24/26	
CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL FOR THE 2026 ASSESSMENT ROLL					
Approved Assessing Unit		City of Poughkeepsie, 131300			
Name of Portion		City of Poughkeepsie, 131300			
Reference Roll		2025			
Levy Roll		2026			
Section I					
DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTITY CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR					
	(A) Total Assessed Value on the Reference Roll excluding (Special Franchise)	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes	(E) Surviving Total Assessed Value on the Reference Roll
Class				(B-C)	(A-C)
Homestead	2,084,473,385	7,949,925	1,299,700	6,650,225	2,083,173,685
Nonhomestead	1,939,099,529	26,395,600	310,550	26,085,050	1,938,788,979
		(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll and Levy Roll	(H) Net Equalization Changes	(I) Change in Level of Assessment Factor
Class				(F-G)	(H/E)+1
Homestead		166,862,194	4,545,889	162,316,305	1.07792
Nonhomestead		37,064,678	4,625,126	32,439,552	1.01673
Section II					
COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR					
	(J) Taxable Assessed Value on the Levy Roll excluding Special Franchise	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment	(N) Taxable Assessed Value on the Reference Roll
Class		(J/I)		(K+L)	(M/N)
Homestead	2,207,153,480	2,047,608,348		2,047,608,348	1.00428
Nonhomestead	805,831,396	792,570,219	170,404,535	962,974,754	1.07574
Section III					
COMPUTATION OF ADJUSTED BASE PROPORTIONS					
	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes	(R) Adjusted Base Proportions		
Class		(P*Q)	(Q/sum of Q)		
Homestead	63.75689	64.02999	62.15409		
Nonhomestead	36.24311	38.98815	37.84591		
Total	100.00000	103.01814	100.00000		

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____ signature

_____ title

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law.

City of Poughkeepsie

2026

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class

Current Percentage for Homestead Class
(part H of form RP-6701)

69.49014

Adjusted Base Proportion for Homestead Class
(part R of form RP-6703)

-

62.15409

Difference

7.33605

STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%. Add this amount to the Homestead Adjusted Base Proportion.

			POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
Select a Percentage	Amount to be added to Homestead ABP		Homestead	NonHomestead
			62.15409	37.84591
10%	0.73360		62.88769	37.11231
20%	1.46721		63.62130	36.37870
25%	1.83401		63.98810	36.01190
30%	2.20081		64.35490	35.64510
40%	2.93442		65.08851	34.91149
50%	3.66802		65.82211	34.17789
60%	4.40163		66.55572	33.44428
70%	5.13523		67.28932	32.71068
75%	5.50204		67.65613	32.34387
80%	5.86884		68.02293	31.97707
90%	6.60244		68.75653	31.24347
100%	7.33605		69.49014	30.50986

MEMORANDUM

City of Poughkeepsie Common Council

John Taylor/Assessor

July 7, 2026

Resolution to Certify and Adopt Adjusted Base Proportions for the 2026
Assessment Roll/2027 Tax Levy

I request that the Common Council adopt a Resolution certifying the Current Base Proportions and the Adjusted Base proportions for the City of Poughkeepsie 2026 assessment roll, pursuant to Article 19 of the New York State Real Property Tax Law.

The City of Poughkeepsie operates as an 'Approved Assessing Unit' utilizing a dual-class tax system: Homestead: residential units and condominiums and Non-Homestead: commercial, industrial, utility and all other real property.

The calculations used to determine these proportions have been prepared utilizing the attached worksheets provided by New York State Office of Real Property Tax Service and the adjustments with statutory limitations that protect taxpayers from sudden rate spikes.

Based on the Final 2026 Assessment Roll, the calculated shares for the allocation of the upcoming tax levy are, as follows:

Homestead Class: 62.15409%

Non-Homestead Class: 37.84591%

Total Allocation: 100%

I respectfully request that the City of Poughkeepsie Common Council approve and adopt the attached resolution certifying these Adjusted Base Proportions.

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

1. **R-26-47**, Negative Declaration OF Environmental Significance Regarding a Local Law to Amend Certain Subsections Within the City of Poughkeepsie Code Section 19-5.47 "Short-Term Rental" City of Poughkeepsie Common Council

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

R-26-47 - 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, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

**NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE
REGARDING A LOCAL LAW TO AMEND CERTAIN SUBSECTIONS
WITHIN THE CITY OF POUGHKEEPSIE CODE SECTION 19-5.47 "SHORT-
TERM RENTAL" "SHORT-TERM RENTAL" CITY OF POUGHKEEPSIE
COMMON COUNCIL**

**(R-26-47)
JULY 14, 2026**

BY COUNCILMEMBER PATTERSON THOMPSON, BROWN AND JAMES :

2. **R-26-48**, Resolution Introducing a Local Law Amending the Zoning Map of the City of Poughkeepsie (9 Austin Court, Known By Tax Grid #6161-67-790286) and Setting a Public Hearing

WHEREAS, the Common Council of the City of Poughkeepsie has introduced a local law to amend certain subsections within the City of Poughkeepsie Code Section 19-5.47 “Short-term Rental” and to change the use table to Permit short term rentals in all zoning districts; and

WHEREAS, the Common Council considers the proposed action to be an Unlisted Action under Title 6 NYCRR, Section 617.2 of the SEQRA regulations; and

WHEREAS, the Common Council has determined that there is no need for a coordinated review of this action as there are no other levels of government with jurisdiction over any part of the action as defined above; and

WHEREAS, Title 6 NYCRR, Section 617.6 specified that an agency will be the lead agency when it proposes to undertake or receives an application for funding or approval of a Type I Action that does not involve another agency; and

WHEREAS, the Common Council considers itself to be the only "involved agency" with respect to this proposed sale of properties; and

WHEREAS, the Common Council has considered the hereto attached long Environmental Assessment Form (EAF)

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
2. The reasons supporting this negative declaration are:

Evaluation of the Magnitude and Importance of Project Impacts

Description of Action: The proposed action is the adoption of a Local Law that amends Section 19-5.47 ‘Short-Term Rental’ of the City of Poughkeepsie Zoning Code. Readers are encouraged to consult the full text of the proposed Local Law to obtain a complete understanding of the action.

Impact on Land.

No construction or physical alteration of land is proposed as part of the action and therefore no impacts to land will occur. The City of Poughkeepsie is an urban area that primarily consists of

developed lands. The Zoning Law already permits development throughout the City, and the proposed amendments will continue to permit development.

Under the amended code short term rentals would be limited as a use to single- and two-family dwellings, no significant impact to land is anticipated from their establishment.

Impact on Geological Features.

The City does not contain any unique or unusual landforms such as caves, cliffs, dunes, or geological features listed as a registered Natural Landmark, and therefore no impacts to geological features will occur. Based on the foregoing, the Common Council concludes that the proposed action will not result in a significant adverse environmental impact on geological features.

Impacts on Surface Water.

No specific development is proposed as part of the action and therefore no impacts to surface water will occur. This action would only permit short-term rentals in single- and two-family residences, uses which are exempt from SEQRA review. No impacts to surface water are anticipated.

Impact on Groundwater.

As no specific developments are proposed as part of this action, no impacts to groundwater are anticipated.

Impact on Flooding.

As no specific developments are proposed as part of this action, no impacts to flooding are anticipated. This action would only permit short-term rentals in single- and two-family residences, uses which are exempt from SEQRA review.

Impacts on Air and Climate.

The proposed action does not impact existing regulations concerning any uses involving state-regulated air emission sources. No impacts on air or climate are anticipated.

Impact on Plants and Animals.

The Kingson-Poughkeepsie Deepwater segment of the Hudson River is a designated Significant Coastal Fish and Wildlife Habitat. The designation is intended to protect coastal fish and wildlife habitats of significant value to coastal communities. According to the NYS Department of Environmental Conservation EAF Mapper, the city is located in an area that has been identified as potential habitat for the Bald Eagle, Indiana Bat, Golden Club, Peregrine Falcon, Atlantic Sturgeon, Shortnose Sturgeon and Blanding's Turtle. No development is proposed as part of the action and therefore the proposed action will not result in a direct loss of flora or fauna.

Impact on Agricultural Resources.

The City of Poughkeepsie is an urban center and does not include any lands in agricultural use or in a New York State certified Agricultural District. Based on the foregoing, the Common Council concludes that the proposed action will not result in a significant adverse environmental impact on agricultural resources.

Impact on Aesthetic Resources.

The City's Hudson River waterfront is within the Esopus/Lloyd Scenic Area of Statewide Significance as well as the Hudson Highlands Scenic Area of Statewide Significance. This amendment would only permit short-term rentals in single- and two-family residences in the City, uses which are exempt from SEQRA review. No significant impacts to aesthetic resources are anticipated.

Impact on Historic and Archaeological Resources.

No alteration of a historic and archeological resource is proposed as part of this action. The proposed law does not amend existing local regulations mandating alterations to locally registered historic properties be reviewed for historic appropriateness. No impact to historic or archaeological resources is anticipated.

Impact on Open Space and Recreation.

The proposed action makes no impact to recreational areas used as public open space. No impact is anticipated.

Impact on Critical Environmental Areas.

No Critical Environmental Areas are located in the City of Poughkeepsie. Based on the foregoing, the Common Council concludes that the proposed action will not result in a significant adverse environmental impact on resources within the CEA.

Impact on Transportation.

No development is proposed as part of the action. The proposed regulations do not permit any uses anticipated to create significantly more traffic than those uses currently permitted. Based on the foregoing, the Common Council concludes that the proposed action will not result in a significant adverse environmental impact on transportation.

Impact on Energy.

No development is proposed as part of the action. The proposed regulations do not permit any uses anticipated to create significantly more traffic than those uses currently permitted. No significant impact to energy is anticipated.

Impact on Noise, Odor, and Light.

No development is proposed as part of the action. The proposed regulations do not permit any uses anticipated to create significantly higher noise, odor or light impacts than those currently permitted. No significant impacts to noise odor or light are anticipated.

Impact on Human Health.

No development is proposed as part of the action and therefore the proposed action will not result in impacts on human health.

Consistency with Community Plans.

The City of Poughkeepsie's adopted *Comprehensive Plan* sets as a priority, expanding access to good and affordable housing opportunities. The stated purpose of Section 19-4.7 is to regulate and limit the expansion of short-term rentals in order to preserve housing stock for permanent residents. The proposed amendments to that section would both improve the City's ability to enforce the existing regulations by expanding the list of documents necessary to prove primary residency and expand the number of properties eligible for the establishment of a short term rental. Through the course of enforcing Section 19-5.47 it was found that the number of existing vacation rentals in the City that meet the requirements of the section, is significantly less than the cap established in Section 19-5.47(3)(D)(b). It is anticipated that the expansion of short-term rentals to two family homes will provide a supplemental income to some owners of two family dwellings, making homeownership more accessible. Based on the foregoing, the Common Council concludes that the proposed action is not inconsistent with Community Plans.

Consistency with Community Character.

The amended regulations to short-term rentals would only impact single- and two-family dwellings, which are a long-established use in the City of Poughkeepsie. The maintenance of the cap on vacation rentals in Section 19-5.47(3)(D)(b) is sufficient to maintain the character of the City as one of long-term residents. Based on the foregoing, the Common Council concludes that the proposed action will not result in a significant inconsistency with community character.

Impact on Disadvantaged Communities.

The Disadvantage Communities Assessment Tool maintained by the New York State Department of Environment Conservation identifies City of Poughkeepsie Census Tracts 36027220100, 36027220201, 36027220300, 36027221100, 36027220700, 36027220801 and 36027220901 as designated 'Disadvantaged Communities' for the purposes of environmental justice. While the proposed action would take effect in all those communities, it is not anticipated to generate any significant negative impacts. The permitting of short-term rentals in a limited number of two-family dwellings is not anticipated to generate any environmental impacts other than those associated with two family dwellings in general, including noise or traffic impacts. Based on the foregoing, the Common Council concludes that the proposed action will not result in any significant impact to disadvantaged communities.

Future Physical Climate Risks

As no development is proposed as part of this action, no future physical climate risks are anticipated as part of this action. While this action would change certain land use regulations in areas within the 100-year floodplain, any new construction in those areas would still be beholden to local and state floodplain development regulations. Based on the foregoing, the Common Council concludes that the proposed action will not result in any significant future physical climate risks.

3. The Common Council officially makes a determination of non-significance in that the proposed local law is not expected to result in a significant adverse impact on the environment for the reasons stated above and, therefore, preparation of a draft environmental impact statement is not necessary; and
 4. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.
-
2. **R-26-48**, Resolution Introducing a Local Law Amending the Zoning Map of the City of Poughkeepsie (9 Austin Court, Known By Tax Grid #6161-67-790286) and Setting a Public Hearing

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

R-26-48- VOICE VOTE

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

**RESOLUTION
(R-26-48)**

**RESOLUTION INTRODUCING
A LOCAL LAW AMENDING THE ZONING MAP OF THE CITY OF POUGHKEEPSIE
(9 Austin Court, known by tax grid #6161-67-790286)**

INTRODUCED BY COUNCILMEMBER PATTERSON THOMPSON, BROWN AND JAMES :

BE IT RESOLVED that an introductory Local Law entitled, “**A LOCAL LAW AMENDING THE ZONING MAP OF THE CITY OF POUGHKEEPSIE (9 Austin Court, known by tax grid #6161-67-790286)**” be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Tuesday, August 18, 2026 at 6:00 pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto

A LOCAL LAW AMENDING THE ZONING MAP OF THE CITY OF Poughkeepsie

(9 Austin Court, known by tax grid #6161-67-790286)

LL-26-

I T O D C D BY _____ :

WHEREAS, P Cedar Dev LLC has made application to the City of Poughkeepsie to rezone a certain 1.3-acre vacant parcel of land at 9 Austin Court, known by tax grid 6161-67-7902 6 from A to C3; and

WHEREAS, the Planning Board served as lead agency for this application pursuant to the State Environmental Quality Review Act S A and a negative declaration of environmental significance was adopted on June 23, 2026.

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law amending the City of Poughkeepsie zoning Map to change the zoning of the following parcel from residential neighborhood A A to residential Community C3 : **9 Austin Ct, known by tax grid #6161-67-790286, comprising approximately 1.3 acres**, subject to the following conditions:

1. the rezoning does not imply any further land use approvals at the site regarding site plan approval and the property owner and or the Applicant and or any successor in interest is advised that further application, review and approval by the Planning Board is required; and
2. The property owner and or the Applicant and or any successor in interest may not make application for any variances from the zoning code for the subject parcel 9 Austin Court or any future parcel containing what is now 9 Austin Court. The property owner and or the Applicant and or any successor in interest shall prepare a project that complies in all respects with the C3 zoning.
3. If the property owner and or the Applicant and or any successor in interest has not obtained final site plan approval for a multi-family project within 5 years from the date this local law is adopted by the Common Council, the property shall revert to the A zoning classification. This 5 year term may not be tolled for any reason.

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

SECONDED BY COUNCILMEMBER _____



PLANNING CONSULTANTS, INC.

February 5, 2026

Europa McGovern, Commissioner of Development
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Da'Ron Wilson, Councilmember at Large
City of Poughkeepsie Common Council
62 Civic Center Plaza
Poughkeepsie, NY 12601

Re: 9 Austin Court
Parcel No. 131300-6161-67-790286
City of Poughkeepsie
Rezoning Application

Dear Commissioner McGovern and Chairman Wilson,

Per the request of the City Development Department, enclosed please find revised materials for the proposed development at 23 Cedar Avenue and 9 Austin Court.

As outlined in the Department's December 26, 2025, correspondence, the revised conceptual plan has been updated to: Clearly identify adjacent streets; Provide an estimated number of dwelling units; and Clarify the intent to merge the two parcels into a single lot of record. In addition, an updated letter of authorization for 9 Austin Court is enclosed.

Please note that the submitted materials remain conceptual in nature. Detailed engineering, architectural plans, and other site plan components will be developed if and when it is determined that rezoning 9 Austin Court from the Residential Neighborhood A (RNA) District to the Residential Community 3 (RC3) District is feasible. As described in our November 24, 2025 cover letter, the rezoning request is intended to align zoning across both parcels to support a unified development concept.

Please advise if any additional information is required at this time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Natalie Quinn", is written over a horizontal line.

Natalie Quinn, Agent for Applicant

From: [Judith Knauss](#)
To: [Natalie Quinn](#)
Cc: [Europa McGovern](#); [Tyler Maegerle](#); [Jozlyn Young](#); [Lori Garcia](#)
Subject: 9 Austin Court
Date: Friday, December 26, 2025 2:57:22 PM

Dear Ms. Quinn:

The Development Department is in receipt of an application to rezone the parcel at 9 Austin Court from RNA to RC3. We have reviewed the materials submitted, and identified the following issues that

1. The "Conceptual Plan" submitted contains very minimal information, references only 23 Cedar Avenue, and does not identify or clearly show the streets involved: a revised plan will be required;
2. No indication as to the number of units proposed is provided: understanding that the project may evolve, an estimated number of units should be provided;
3. It is not entirely clear whether the properties would be combined into a single lot of record, or whether they would be maintained as two separate lots: clarification is required; and,
4. The lot at 9 Austin Court is under different ownership than the lot at 23 Cedar Avenue. The letter of authorization characterizes the owner of both parcels as PK Cedar Dev LLC, whereas 9 Austin Court is owned by Ryan Arket and Alyssa Nicole Arket. It will be necessary to update the authorization.

If the information outlined above is received by Friday, January 2, we anticipate transmitting the application for placement on the January 20 Agenda of the Common Council. Please note that additional information may be required at a later date.

Please feel free to reach out if you have any questions in this regard.

Very truly yours,

Judith Knauss

Deputy Zoning Administrator

(845) 451-4010

jknauss@cityofpoughkeepsie.com

PLEASE NOTE: There has been an ongoing scam involving fraudulent emails from a group impersonating City officials. These emails generally include fake invoices and request payment from land-use board applicants. The City of Poughkeepsie never requests and will not accept application fees via wire transfer, ACH, or credit/debit card over the phone or by email. Fees are accepted by check via mail or cash/check in person at City Hall.



PLANNING CONSULTANTS, INC.

November 24, 2025

Europa McGovern, Commissioner of Development
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Da’Ron Wilson, Councilmember at Large
City of Poughkeepsie Common Council
62 Civic Center Plaza
Poughkeepsie, NY 12601

Re: 9 Austin Court
Parcel No. 131300-6161-67-790286
City of Poughkeepsie
Rezoning Application

Dear Commissioner McGovern and Chairman Wilson,

On behalf of PK Cedar Dev LLC, we respectfully submit this application requesting that the parcel at 9 Austin Court be rezoned from the Residential Neighborhood A (RNA) District to the Residential Community 3 (RC3) District.

PROJECT DESCRIPTION

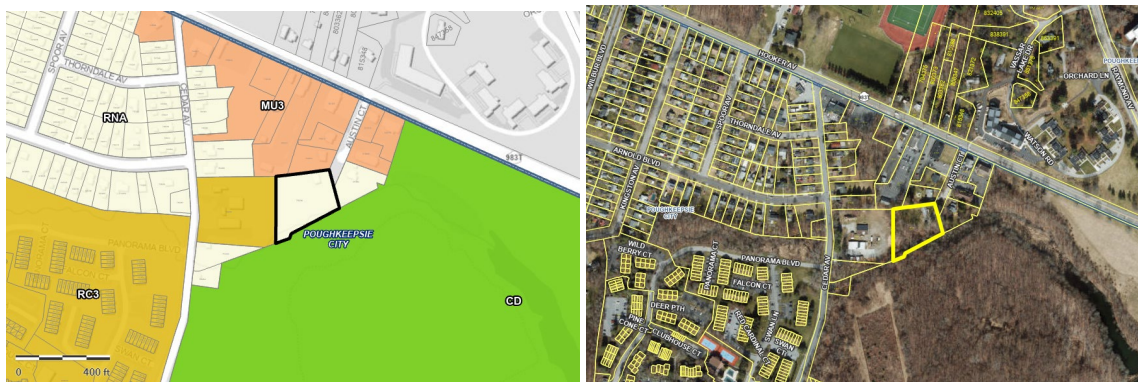
The concept plan submitted with this application illustrates an initial development scenario in which two three-story multifamily buildings are located on 23 Cedar Avenue, supported by accessory parking and circulation areas accessed exclusively from Cedar Avenue. A portion of the accessory parking is shown on the adjoining parcel at 9 Austin Court, while the existing single-family home currently remains in this preliminary layout.

If the requested rezoning to RC3 is approved, the applicant anticipates refining the site plan to create a unified residential community across both parcels. This may include removal of the existing single-family home, redistribution of building footprints, and potential incorporation of townhouse-style or multifamily units on parts of 9 Austin Court. These refinements would allow for a less constrained design, improved internal circulation, and a more cohesive arrangement of buildings and open spaces.

Regardless of the final configuration, all primary vehicular access will remain on Cedar Avenue. Given the narrow width and residential character of Austin Court, that street would be reserved only for emergency access, if required by Fire Department standards.

REASON FOR THE REQUESTED REZONING

Rezoning 9 Austin Court to RC3 is appropriate and necessary to allow a residential form and density that match the character and development pattern of the immediate area. Although the parcel is presently mapped RNA, it is physically separated from the broader RNA neighborhood and instead sits within a small “island” of mixed zoning that includes MU3, RC3, and CD districts. This context already supports a range of higher-density residential uses, student housing, neighborhood-scale commercial activity, and several existing multifamily developments along Cedar Avenue. The RNA district, which is intended for lower-density single-family neighborhoods, does not reflect this established land use pattern.



The immediate corridor along Cedar Avenue, including parcels within a block of the site, contains several existing multifamily developments, including three-story apartment buildings, student housing associated with Vassar College, and other multi-unit properties that contribute to a distinctly more intense residential character than the single-family areas deeper within the RNA district. This established pattern demonstrates that higher-density residential is not only compatible but expected along Cedar Avenue.

Multi-Family Residences within 0.5 Miles of the Subject Property	
Address	Use
Brewers Lane (West Campus)	Student Housing
51 Watson Rd (Orchard Lane Apartments)	Student Housing
274 Hooker Ave	Apartments
310 Hooker Ave	Apartments
3400 Clubhouse Ct (Fox Hill Condominiums)	Condominiums
15 Knightsbridge (The Commons at Cedar)	Condominiums
Greenhouse Lane	Townhomes



PLANNING CONSULTANTS, INC.

Within this context, the RC3 District most closely aligns with how the neighborhood already functions. RC3 permits multifamily housing by right, supports a three-story residential scale, and does not allow new commercial uses, ensuring that the end of Austin Court retains a quiet, residential character. RC3 also provides the flexibility needed to design a cohesive residential community across 23 Cedar and 9 Austin, improving site layout, building placement, and circulation patterns in a way the RNA District cannot accommodate.

By contrast, rezoning to MU3 would introduce the potential for new commercial activity at the end of a narrow residential dead-end and would apply RNC-based lot area standards that create unnecessary regulatory hurdles for a purely residential project. MU3 is intended for mixed-use corridors rather than small residential streets like Austin Court. For these reasons, RC3 is the most context-sensitive and neighborhood-appropriate zoning outcome for both the City and the applicant.

ZONING COMPARISON		
ITEM	RNA DISTRICT	RC3 DISTRICT
Lot Area (min.)	6,000 sf	N/A
Lot Width (min.)	50 ft	30 ft
Lot Coverage (max.)	60%*	60%*
Primary Street Setback (min.)	avg. or 25 ft**	avg. or 20 ft**
Primary Street Build-to frontage	-	-
Secondary Street Setback (min.)	10 ft	20 ft
Secondary Street Build-to frontage	-	-
Side Setback (min.)	10 ft	5 ft
Rear Setback (min.)	15 ft	15 ft
Primary Building Height (max.)	2.5 stories / 35 ft	3 stories / 42 ft
Dwelling Units Per Lot	1	5+
*Includes all impervious surfaces		
**Within 2 feet of the average setback of the two lots on each side of the subject lot (4 lots total)		
***Refer to RNC lot area requirements for residential properties (1-2 units = 4,000 SF, 3 units = 5,000 SF, 4 units = 6,000 SF)		



PLANNING CONSULTANTS, INC.

CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN

The request directly advances the City's Comprehensive Plan's goals for District E and the broader south-side neighborhoods, which emphasize:

- Expanding access to diverse housing options, including multifamily and middle-density forms.
- Reinforcing strong residential blocks while encouraging reinvestment in areas vulnerable to decline.
- Supporting the vitality of neighborhood-scale commercial corridors, such as Cedar and Hooker Avenues, by introducing nearby residential density that strengthens local businesses and walkability.

The subject parcel lies immediately adjacent to one of these "neighborhood-scale commercial blocks," identified by the Plan as a priority area for placemaking and targeted reinvestment. Allowing multifamily development at this strategic transition point will introduce high-quality new housing, support nearby commercial establishments, and improve pedestrian connections between residential blocks and the Cedar/Hooker commercial node.

The RC3 designation is therefore directly aligned with these policy objectives: it enables a residential density appropriate for this corridor, allows flexibility to design a cohesive site across both lots, and preserves the residential character of Austin Court by ensuring all primary access is directed to Cedar Avenue.

CONCLUSION

Rezoning 9 Austin Court to RC3 represents a modest but strategic zoning correction that reflects the actual development pattern and zoning fabric surrounding the site. The requested district avoids introducing commercial permissions at the end of a residential dead-end street, enables a unified and well-designed residential project across both parcels, and aligns directly with the Comprehensive Plan's goals for housing diversity, neighborhood stabilization, and corridor reinvestment. We respectfully request the opportunity to present this rezoning to the Common Council at its next available meeting.

Enclosed please find the following:

1. Rezoning Application Form
2. Parcel Map (500 ft)
3. Long form EAF pt 1
4. Concept Plan
5. Fee in the amount of \$1,000



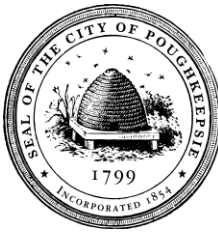
PLANNING CONSULTANTS, INC.

Please advise if you require anything further for your review.

Sincerely,



Natalie Quinn, agent for applicant



**THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING DEPARTMENT
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4010 Fax: (845) 451-4006**

OFFICE USE ONLY
CODE: _____
ID # _____
FEES: \$1,000,00

APPLICATION FOR REZONING

PROJECT ADDRESS(ES): 9 Austin Ct

GRID #(s): 131300-6161-67-790286

(ADD ADDITIONAL SHEETS IF NECESSARY)

APPLICANT: PK Cedar Dev LLC

Street: 162 Rinaldi Blvd Apt D

Town/Zip: Poughkeepsie, NY 12601

Phone: c/o 845-874-7166

Email: c/o natalie@karcpc.com

Applicant is: X Owner Contract Vendee

If Applicant is a Corporation, LLC, LP, PC, D/B/A or Partnership, provide the name of the principal(s) who will be representing the rezoning application: _____
Ryan Arket

If applicant is a Corporation, LLC, LP, PC, D/B/A or Partnership, provide names of all shareholders, members, partners and/or officers: _____
Ryan Arket

Date that Corporation, LLC, LP, PC D/B/A or Partnership was formed or registered to do business in New York State: August 14, 2024

IF THE APPLICANT IS NOT THE OWNER, DOCUMENTATION AUTHORIZING THE APPLICANT TO PURSUE APPROVALS, SUCH AS AN EXECUTED CONTRACT OF SALE OR OPTION TO PURCHASE, MUST BE SUBMITTED.

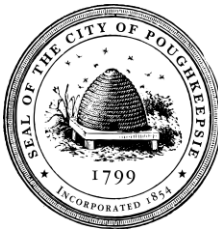
CONSULTANT: Natalie Quinn, KARC Planning Consultants, Inc.

Street: PO Box 924

Town/Zip: Poughkeepsie, NY 12602

Phone: 845-874-7166

Email: natalie@karcpc.com



**THE CITY OF POUGHKEEPSIE
NEW YORK**

**PLANNING DEPARTMENT
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601**

Phone: (845) 451-4010 Fax: (845) 451-4006

**APPLICATION FOR REZONING
PROJECT INFORMATION**

ADDRESS: 9 Austin Ct Poughkeepsie, NY 12601

CURRENT ZONING: RNA

PROPOSED ZONING: RC3

DESCRIBE THE PROJECT FOR WHICH THE REZONING IS REQUESTED: _____

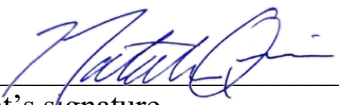
The applicant proposes a multifamily development with accessory parking on the 9 Austin Ct
parcel and the adjoining 23 Cedar Ave.

Will the project require any of the following approvals after rezoning? Please check all that apply:

- ☒ Site Plan from the Planning Board
- ☐ Special Permit from the Planning Board
- ☐ Subdivision (lot line adjustment)
- ☐ Use variance from the Zoning Board of Appeals
- ☒ Area variance(s) from the Zoning Board of Appeals (potential area variances)

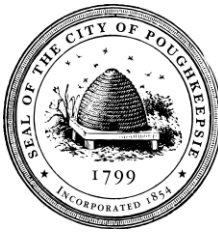
APPLICANT'S CERTIFICATION

By his/her signature, the applicant vows that: 1) He/She has read this application and is familiar with its contents and that the information provided herein is complete and true to the best of the applicant's knowledge; 2) He/She has read, is familiar with, and understands the requirements of the City of Poughkeepsie provision(s) affecting and/or regulating the project for which this application is made; 3) He/She agrees to comply with the requirements of the City of Poughkeepsie affecting and/or regulating the project for which this application is made, including any general or special conditions of permits or approvals granted by any board, agency or department of the City of Poughkeepsie; and, 4) He/She has read this statement and understands its meaning and terms.



Applicant's signature
Natalie Quinn, agent for applicant

11/24/2025
Date



**THE CITY OF POUGHKEEPSIE
NEW YORK**

**PLANNING DEPARTMENT
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601**

Phone: (845) 451-4010 Fax: (845) 451-4006

**APPLICATION FOR REZONING
INSTRUCTIONS FOR FILING APPLICATION FOR REZONING**

Complete the attached application (type or print legibly) and return to the Planning Department with the following information/documentation:

- 1) One (1) hard copy of a tax map illustrating the parcel or parcels under review, as well as all parcels within 500 feet, indicating the current zoning of all those properties;
- 2) One (1) hard copy of a site plan indicating the proposed development of the parcel or parcels under review.
- 3) One (1) hard copy of a Part 1 Long Form EAF.
- 4) Application fee (\$1000).
- 5) A CD, flash drive or SD Card with an electronic copy of all applications, forms, documents and maps. The digital copy shall be in a pdf, jpg, tiff or other suitable write-protected image format capable of being opened and view using any standard Windows software.

Once the application and supporting documentation has been received, the Planning Staff will review it for completeness and consistency with City planning objectives, and prepare an analysis for the Common Council, which body is charged with the authority to rezone parcels. At that time, you will be contacted relative to the number of copies required for circulation, and any other forms needed to secure a place on a Council agenda.



PLANNING CONSULTANTS, INC.

October 21, 2025

To whom it may concern:

Please accept this letter as written authorization that KARC Planning Consultants, Inc. is authorized to sign as Agent on behalf of PK Cedar Dev LLC property owner of 23 Cedar Avenue & 9 Austin Court Poughkeepsie, NY 12601, with respect to permits and applications before the City of Poughkeepsie.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Arket", is written over a horizontal line.

Ryan Arket
PK Cedar Dev LLC

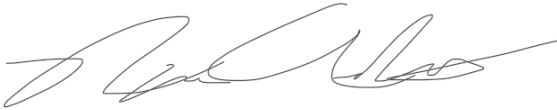
February 5, 2026

To whom it may concern:

Please accept this letter as written authorization from Ryan Arket & Alyssa Arket, owner of 9 Austin Court, permitting PK South Ave LLC, owner of 23 Cedar Avenue, to include the 9 Austin Court parcel (#131300-6161-67-790286) in all applications to the City of Poughkeepsie.

This letter also provides authorization that KARC Planning Consultants, Inc. is permitted to represent all applications to the City of Poughkeepsie that include the 9 Austin Court property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Arket', is written over a horizontal line.

Ryan Arket
Owner of 9 Austin Court



THE CITY OF POUGHKEEPSIE
NEW YORK
DEVELOPMENT DEPARTMENT
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4263

Europa McGovern
Commissioner

DATE: March 20th, 2026

TO: City of Poughkeepsie Corporation Counsel and Members of the Common Council

RE: **Austin Court Application for Rezoning**

The Development Department is in receipt of an application for rezoning of the property at 9 Austin Court, a 1.3-acre parcel containing a single-family dwelling, from RNA to RC3. The property is one of four single-family dwellings on Austin Court. While 9 and 6 are zoned RNA, the other two single family properties, 3 and 5, are zoned MU-3, as are the remaining parcels with Austin Court frontage (2 Austin, 375 Hooker Avenue and 383 Hooker Avenue), which are used for professional office buildings. On the west, the subject parcel is bound by 23 Cedar Avenue, currently zoned RC3.

9 Austin Court and 23 Cedar Avenue are both owned by Ryan and Alyssa Arket, 9 Austin in their own names and 23 Cedar through an LLC, PK Cedar Dev LLC. Included with the application is a preliminary plan and constructing a three-story multiple dwelling with 77 units, accessory parking and a tenant recreational space. This plan relies on combining the two parcels and the demolition of all existing buildings. As single family dwellings are the only residential use permitted in RNA Districts, and as Section 19-1.7(1) of the zoning code states that “In all cases where a district boundary divides a lot in one ownership, the provisions of the more restrictive district shall control, regardless of percentages,” the applicant seeks rezoning to a district which would permit the use proposed on the lot as combined. Access to the development is proposed to be from Cedar Avenue.

Please additionally note that the preliminary conceptual plan submitted with the rezoning application would additionally require area variances that would need to be approved by the Zoning Board of Appeals, in addition to the standard site plan approval process required via the Planning Board. This review is not intended to be conclusive, as the plan provided is conceptual and will likely change during the course of the review process. That said, the following deficiencies were noted:

- 1) Sections 19-2.5(2)(d) and (f) require that off-street parking be set-back a minimum of 5 feet beyond the building setback: the first two parking spaces along the south property line are not setback 5 feet beyond the building’s front yard set-back;
- 2) Section 19-2.5(2)(f) requires that parking areas be set-back 10 feet from side property lines: the parking is set-back 5 feet from the north and south property lines;
- 3) Section 19-2.5(2)(h) allows a maximum driveway width of 15 feet: the driveway appears to be 25 feet wide, +/-;
- 4) Sections 19-2.5(3)(e) and (f) prohibit location of accessory uses in the primary and secondary front yards: the property would be a through lot with two front yards, with the accessory recreational space is proposed for the Austin Court front yard;
- 5) Section 19-6.2(4) provides that not more than 12 parking spaces shall be permitted in a continuous row, and not more than 24 spaces shall be permitted in a single parking area without being interrupted by landscaping: there is one continuous row



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Phone: (845) 451-4263**

Europa McGovern
Commissioner

with 22 spaces, one with 14 spaces and one with 16 spaces, while there are more than 24 spaces in the entire lot. No landscaping is indicated.

- 6) Section 19-6.5(3) requires that the interior of all parking lots containing 10 or more spaces be landscaped in accordance with the provisions of that section: no landscaping is indicated within the parking lot;

Also, although no elevations were provided, the conceptual site layout indicates the following requirements may not be met:

1. Section 19-2.5(4)(c) requires a street facing entrance: the entrance appears to be from an internal courtyard;
2. Section 19-2.5(4)(d) requires a sidewalk from the entrance to the public sidewalk: no such sidewalk is indicated (although there is no public sidewalk on the east side of Cedar Avenue at this point).

The Development Department stands ready to assist the Common Council in considering this application and can provide any additional information, context, and recommendations as requested.

XI. ORDINANCES AND LOCAL LAWS:

1. **LL** , A Local Law To Amend Certain Subsections Within The City Of Poughkeepsie Code Section 19-5.47 Short-Term Rental And To Change The Fee Schedule Table To Permit Short Term Rentals In All Zoning Districts

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

LL-26-08- 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, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

(LL-26-08)

**A LOCAL LAW TO AMEND CERTAIN SUBSECTIONS WITHIN THE
CITY OF POUGHKEEPSIE CODE SECTION 19-5.47 “SHORT-TERM RENTAL” AND
TO CHANGE THE USE TABLE TO PERMIT SHORT TERM RENTALS IN ALL
ZONING DISTRICTS**

SPONSOR: COUNCILMEMBER PATTERSON THOMPSON, BROWN AND JAMES

WHEREAS, this local law is an unlisted action pursuant to SEQRA; and

WHEREAS, the Common Council adopted a negative declaration of environmental significance on July 14, 2026.

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

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

SECTION 1: Section 19-5.47, subsection (1) “Purpose” is amended as follows:

1. **PURPOSE:** The Common Council of the City of Poughkeepsie finds that unregulated short-term rentals are likely to contribute to and exacerbate the housing crisis facing Poughkeepsie’s residents. Tenants and homeowners are facing increased prices while available housing stock is severely limited, making it extremely difficult for residents to find an apartment to rent or a home to purchase. Non-owner-occupied short-term rentals, commonly known as “vacation rentals” **may** contribute to the severely limited housing stock. These vacation rentals are often owned and operated by absentee investors, **whose** ~~who’s~~ primary interests are in short-term profits rather than the safety and security of our community. In addition to impacting housing availability and affordability, these vacation rentals **can** turn **entire** residential neighborhoods into **short-term** rental communities, harming public safety and **altering** the character of local communities. This law seeks to limit the number of vacation rentals in Poughkeepsie while allowing those who live here and who wish to use their residence for home-sharing to be able to do so through a comprehensive registration and enforcement process, ensuring neighborhoods are protected, homeowners can earn income, and the City can collect revenues. This law also seeks to put the burden of enforcement on the hosting platforms that profit from operating in our community by prohibiting them from facilitating transactions from unregistered listings and requiring them to collect appropriate occupancy taxes payable to the City.

SECTION 2: Section 19-5.47, subsection (2) “Definitions” is amended as follows:

2. **DEFINITIONS:**

The following terms shall have the meanings indicated below for purposes of this Section 19-5.47 only:

- A. Bedroom: any habitable space in a dwelling unit other than a kitchen or living room that is intended for or capable of being used for sleeping, is separated from other rooms by a door, is accessible to a bathroom without crossing another bedroom, and contains at least one egress window.
- B. Booking Transaction: any reservation or payment service provided by a Hosting Platform that facilitates a home-sharing or vacation rental transaction between a prospective visitor and a host.
- C. Dwelling Unit: one or more rooms designed, occupied, or intended exclusively for residency purposes with full cooking, sleeping, and bathroom facilities for the exclusive use of a single household. A dwelling unit includes a single-family residence, and each unit of an apartment, duplex, or multiple dwelling structure designed as a separate habitation for one or more Natural Persons but does not include lodging facilities such as city-approved hotels, as defined in Chapter 19 of the City of Poughkeepsie Code of Ordinances.

An accessory dwelling unit constitutes a separate dwelling unit for the purposes of this Section. **However, for an owner-occupied or host-occupied two-family dwelling where one of the dwellings is the primary residence of the owner or host, the second unit may be utilized as a vacation rental.**

Recreational Vehicles, tents, yurts, mobile homes, or any other structure that does not meet the requirements outlined in this subsection (C) do not constitute a separate dwelling unit.

- D. Eligible Resident: any Natural Person who:
 - 1. is either a resident of a ~~dwelling unit~~ **property** or ~~an the resident-owner of a dwelling unit~~ **property**; and
 - 2. uses that ~~dwelling unit~~ **property** as his or her primary residence.
- E. Exclusive transient use: When no eligible resident of the dwelling unit lives on-site, in the dwelling unit, throughout any visitor's stay.
- F. Home Sharing Rental: renting for a period of 30 consecutive days or less, one or more bedrooms in a dwelling unit that is the primary residence of the host, while the host lives on-site, in the dwelling unit, throughout the visitors' stay. A dwelling unit rented out for home-sharing is referred to as a "home-share."
- G. Host: any Natural Person who is an eligible resident of a ~~dwelling unit~~ **property** offered for use as a Short-Term Rental.
- H. Hosting Platform: a Natural Person, joint venture, joint stock company, partnership, association, club, limited liability company, corporation, business trust or organization of any kind who participates in the home-sharing or vacation rental business by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation.
- I. "Lives On Site:" maintains a physical presence in the dwelling unit, including, but not limited to, sleeping overnight, preparing and eating meals, and engaging in other activities in the dwelling unit, of the type typically maintained by a Natural Person in the dwelling unit in which he or she is an eligible resident.

- J. Natural Person: a human being as distinguished from a “person” created by operation of law (such as a corporation).
- K. Owner: any person or entity who, alone or with others, has legal or equitable title to a **property or** dwelling unit. A person whose interest in a **property or** dwelling unit is solely that of a tenant, subtenant, lessee, or sublessee under an oral or written rental housing agreement shall not be considered an owner.
- L. Primary Residence: the primary location that an eligible resident inhabits for housing as documented by the requirements listed in Section 3 (A) of this Section. A Natural Person can only have one primary residence.
- M. Section: This Section 19-5.47 of the City’s Zoning Code entitled “Short-Term Rental Regulations.”
- N. Short-Term Rental: the renting of a dwelling unit for a period of **30 consecutive days or less** ~~less than a period of 30 consecutive days~~. In the City of Poughkeepsie, there are only two types of permitted short-term rentals: “Home Sharing Rental” or “Vacation Rental” both defined in this subsection.
- O. Vacation Rental: renting for a period of 30 consecutive days or less any dwelling unit **on a property that is the primary residence of the host**, in whole or in part, for exclusive transient use. ~~Rentals of units located within City-approved hotels, motels, and bed and breakfasts shall not be considered vacation rentals.~~ **The following are not eligible to receive a permit for vacation rental for any portion of the structure: City-approved hotels motels and bed and breakfasts. Further, in properties containing more than two dwelling units, only the Eligible Resident’s Dwelling Unit is eligible as a vacation rental.**
- P. Visitor: a Natural Person who rents a home-share or vacation rental.

SECTION 3: Section 19-5.47, subsection (4) “Short-Term Rental Permit Conditions” is amended as follows:

- A. Application Requirements. Before any permit under this Section is issued, an application shall be submitted to the Development Department and signed by the Host under penalty of perjury. All applications shall be made on forms provided by the City. The Development Department, at its discretion, may require additional documentation associated with the application as may be necessary to enforce the requirements of this local law. In addition to any other requirements, applicants shall provide the following documentation:
 - 1. Information required for all Short-Term Rental Permits:
 - a. **Proof of Short-Term Rental property as primary residence:**
 - i. A valid New York driver’s license, valid New York State identification card or valid Municipal Identification card; **and**
 - ii. **At least one (1) of the following: documents:**
 - a. **Proof of valid motor vehicle registration;**
 - b. **Proof of voter registration;**

c. Federal or state tax returns or other financial documentation;

d. A utility bill

- b. Proof of possession of the Short-Term Rental, either by valid warranty deed, valid lease, or other verification of the applicant's right to possession of the premises. If the applicant does not own the dwelling unit, the applicant must also provide written documentation from the property owner allowing the applicant to conduct a short-term rental on the proposed licensed premises;
 - c. A sketch **plot** plan identifying **the location of** on-site parking **spaces in relation to the building. A survey may be submitted if available;**
 - d. A sketch floor plan identifying bedrooms, living spaces, emergency evacuation routes and locations of smoke detectors, carbon monoxide detectors and fire extinguishers;
 - e. The maximum number of visitors per night, which shall not exceed the maximum permitted in accordance with subsection 3 (A);
 - f. Proof of insurance;
 - g. A list of platforms that will be used to solicit bookings and correlating URL links, if any; and
 - h. Initial Short-Term Rental permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting of the initial permit;
 - i. Any other information required by regulations promulgated pursuant to this Section.
2. Information specifically required for Home-Sharing Rental Permit
- ~~a. At least two (2) of the following documents indicating that the short-term rental is the applicant's primary residence:~~
 - ~~i. Proof of valid motor vehicle registration;~~
 - ~~ii. Proof of voter registration;~~
 - ~~iii. Federal or state tax returns or other financial documentation;~~
 - ~~iv. A utility bill;~~
 - ~~v. The New York Driver's license, New York State Identification card or Municipal identification card required in subsection (1)(a) above may also serve as one of the two required forms of proof of primary residence.~~
 - a. The name and contact information for any other eligible residents of the proposed home-share who will be serving as hosts, together with proof that each identified host is an eligible resident of the proposed Home-Sharing Rental.
3. Information specifically required for Vacation Rental Permits:
- a. Renewal vacation rental permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 23 years.
- B. Certification. In submitting their application, the applicant shall self-certify under penalty of perjury under the laws of the State of New York that:

1. The information provided in the application is correct and the documentation submitted with the application is authentic; and
 2. They will comply with all provisions of this Section and all regulations promulgated pursuant to this Section or be subject to the revocation of their home-sharing permit.
 3. For Home-Sharing Rental Permits only: that the applicant lives on-site and will be present in the home-share throughout each visitor's stay;
- C. Application Fee Application fees shall be as set forth on the prevailing City of Poughkeepsie fee schedule adopted by resolution of the Common Council and as such schedule is modified from time to time by resolution of the Common Council.
- D. Issuance of Permit:
1. Home-Sharing Permit: If the Host satisfies the criteria of subsection (3), the Development Department shall issue a Home-Sharing Permit.
 2. Vacation Rental Permits:
 - a. Application Acceptance Window. The Development Department of the City of Poughkeepsie shall designate a 30-day window each year **starting on April 1st to accept consider applications for vacation rental permits (the "Applicant Acceptance Window") and will issue the permits starting April 1st through May 31st each year.** ~~and applications~~ **Applications shall may only be accepted within this Application Acceptance Window if the cap on the total number of vacation rental permits issued is not exceeded, in which case applications will continue to be accepted and permits issued for the current permit year. All permits will expire on May 31 of the following year, regardless of date of issuance.** The Development Department shall cause notice of the application acceptance window to be published at minimum once in the official newspaper at least ~~45~~**30** days prior to the opening of the application acceptance window each year.
 - b. Number of Vacation Rental Permits Issued. There shall be a cap on the total number of vacation rental permits issued each year. The cap shall be equal to one-half of one percent (0.5%) of the number of total housing units within the City of Poughkeepsie as determined by the most recent United States Decennial Census or United States Census Bureau's 5-year American Community Survey, whichever is more recent.
 - c. Vacation Rental Permit Lottery. If the City of Poughkeepsie receives more vacation rental applications during the annual vacation rental application window than the total number of vacation rental permits to be issued under this section, the Development Department shall conduct a lottery system of all valid applications to determine which applicants receive a vacation rental permit. The procedures for the lottery will be set forth in the regulations adopted for administration of this Section.
- E. Duty to Amend Application. If there are any material changes to the information submitted on a Short-Term Rental application, the Host shall submit an amended application on a form to be provided by the City and signed by the Host under penalty of perjury within 30 days of any such changes. For the purposes of this Section, any change to the information required to be included in a home-sharing permit application by subsection (4)(A) of this section shall constitute a material change. Failure to submit an amended application may result in revocation of the permit.

- F. Term of Permit. Notwithstanding any provision of this Code to the contrary, any Short-Term Rental permit shall be effective for ~~one year from the date of issuance~~ **until the expiration date as indicated on the permit** and require renewal annually.
- G. Renewal of Permit. A Host may renew his or her Short-Term Rental permit by submitting a completed permit renewal application on a form to be provided by the City and signed by the Host under penalty of perjury.
1. **T**he permit renewal application shall identify any information listed in subsection (4)(A) that has changed within the last year. The Development Department reserves the right to review any additional information required by subsection (4)(A), whether or not the information has changed.
 2. If the Host has received any notice of violation or been adjudicated guilty of any New York State Building and Fire Code requirements or of this section 19-4.23, the application for renewal shall include a copy of the notice of violation and/or guilty finding
 3. Renewal Home-Sharing Permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 5 years.
 4. Renewal Vacation Rental Permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 2 years.
 5. Submission of a renewal application for a Vacation Rental Permit does not guarantee the issuance of a renewed permit. All renewal applications are subject to the cap on the number of vacation rental permits issued each year and the vacation rental permit lottery.
- H. No Transfer or Assignment. A Short-Term Rental Permit may not be assigned or transferred to any other person or entity.
- I. Revocation of a permit.
1. The grounds upon which a Short-Term Rental permit can be revoked shall include but shall not be limited to:
 - a. The permit was issued in error, or issued in whole or in part as a result of a false, untrue, or misleading statement on the permit application or other document submitted for filing, including but not limited to the schematic or certification;
 - b. If a Home-Sharing permit has been issued and the eligible resident fails to continue to occupy the premises as his, her or their primary residence;
 - c. Use of the property as a Short-Term rental creates a hazard or public nuisance, threat to public safety or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community;
 - d. Failure to comply with or violating the conditions of the permit or any requirement in Subsection (3);

2. Any permit issued pursuant to this section may be revoked or suspended by the Zoning Administrator or his/her designated agent, after written notice to the permit holder. Written notice shall be served by registered or certified mail, return receipt requested, and by regular mail, to the applicant at the address shown on the application. The notice shall describe the reasons why the City is revoking the permit.

J. Appeals.

1. Upon the denial, suspension or revocation of a permit, the applicant may, within 15 business days from the date of the written notice, file a request for a hearing before the Zoning Board of Appeals. Such request shall be filed with the Zoning Board of Appeals' Secretary. Notice of the date, place and time of the hearing shall be given in writing by mail to the applicant at the address shown on the application. In the event that demand for a hearing is not made within the prescribed time or in the event that the applicant does not timely appear for the hearing, the Building Inspector's decision shall be final and conclusive.
2. The hearing shall commence no later than 30 days after the date on which the request was filed **unless such time period is extended based upon the mutual consent of the applicant and the City.**
3. The applicant shall be given an opportunity to present evidence why such denial of application, or such suspension or revocation of the permit, shall be modified or withdrawn. The Zoning Administrator or his/her designated agent may also present evidence. Upon consideration of the evidence presented, the Zoning Board of Appeals shall sustain, modify or reverse the decision of the Building Inspector or his or her designated agent.
4. In the event the applicant is not satisfied with the decision of the Zoning Board of Appeals, such aggrieved party may file an Article 78 proceeding under the New York Civil Practice Law and Rules. The Article 78 proceeding must be filed within 30 days of the filing of the Zoning Board of Appeals' decision with the City Clerk of the City of Poughkeepsie and service of the same upon the applicant.

SECTION 4: Section 19-5.5 "Principal Use Table" is updated as attached at Exhibit A.

SECTION 5: This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

2. **First Read: O-26-06**, Ordinance Amending §13-126(C)(2) of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles And Traffic”
Allowing Permit Parking on Both Sides of Vernon Terrace from 6:00 PM to 9:00 PM

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

Approve First Read, O-26-06 - 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, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

**ORDINANCE AMENDING §13-126(C)(2)
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-26-06)

:

INTRODUCED BY COUNCILMEMBER HENRY

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

follows: **SECTION 1:** §13-126(C)(2) is hereby amended by the following

modification: Section 13-126(C)(2).

DISTRICT 2: MOUNT CARMEL DISTRICT

Street	Side	Description	Parking Regulations	Time Regulations
<u>Vernon Terrace</u>	<u>Both</u>	<u>Beginning at its easterly intersection with Bain Avenue (between 10 Vernon Terrace and the rear of 134 Washington Street) to the cul-de-sac that ends adjacent to Pulaski Park</u>	<u>Permit parking</u>	<u>6:00 pm to 9:00 AM</u>

SECTION 2: This Ordinance shall take effect immediately.

ADDITIONS denoted by **Underlining and Bold**

- 3. First Read: O-26-07**, Ordinance Amending §13-191.2 Of Chapter 13 Of The City Of Poughkeepsie Code Of Ordinances Entitled “Motor Vehicles And Traffic” Two-Hour Parking, 9:00 A.M. To 6:00 P.M. on Vernon Terrace Beginning at its Easterly Intersection with Bain Avenue (Between 10 Vernon Terrace and the Rear of 134 Washington Street) to the Cul-De-Sac that Ends Adjacent to Pulaski Park.

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

Approve First Read O-26-07- 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, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

**ORDINANCE AMENDING §13-191.2
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-26-07)

INTRODUCED BY COUNCILMEMBER HENRY:

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

SECTION 1: §13-191.2 is hereby amended by the following modification:

Section 13-191.2. **Two-hour parking, 9:00 a.m. to 6:00 p.m.**

When appropriate signs giving notice thereof are erected, parking on the following streets or parts of streets shall be limited to two hours between the hours of 9:00 a.m. and 6:00 p.m.:

Vernon Terrace beginning at its easterly intersection with Bain Avenue (between 10 Vernon Terrace and the rear of 134 Washington Street) to the cul-de-sac that ends adjacent to Pulaski Park.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by **Underlining and Bold**

XII. MAYOR'S COMMENTS:

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

I want to start by thanking everyone who came out, and also thanking everyone who's watching from home. I'd like to make an announcement about National Night Out on Tuesday, August 4th, 2026, from 5:00 p.m. to 8:00 p.m. It will take place right here at City Hall on the Civic Center Plaza. There will be food and vendor trucks, family entertainment, a petting zoo, a bouncy house, dunk-a-cop, and free books provided for all attendees.

I also want to acknowledge that flag football had a successful championship season, which ended on Sunday. Congratulations to all the teams, and to the parents and families who supported them. I want to send my condolences to the Wells family for the young man, Nolan Wells. I also want to thank the local union for coming out, especially because I know many people had a lot going on. We can't predict events like trees and the conditions that happen after storms, but we did the best we could—while many people were even out working on trees without power at their own homes. I appreciate the time and sacrifice you made to help the entire city and get power restored as soon as possible.

XIV. ADJOURNMENT:

At 7:23pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

Dated: July 28, 2026

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, July 14, 2026.

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



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: 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: (counties of Kings, New York, Bronx, Queens and Richmond):

☐ 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 date

For **Renewal** applicants, answer all questions

For **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 principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **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 License ID (if applicable): Expiration Date (if applicable):

5. Applicant or Licensee Name: EI Nica LLC

6. Trade Name (if any): EI Nica

7. Street Address of Establishment: 276 Main Street

8. City, Town or Village: Poughkeepsie, NY Zip Code: 12601

9. Business Telephone Number of applicant/ Licensee: (786) 329-1199

10. Business E-mail of Applicant/Licensee: EINicaChef@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: ☐ 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: Ground Floor and Basement
17. List the room number(s) the establishment is located in within the building, if appropriate: N/A
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 ID number of the licensee:
- | | |
|------|-------------------|
| | |
| Name | License ID 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: Morin Guzisian
23. Building Owner's Street Address: 284 Main Street
24. City, Town or Village: Beacon State: New York Zip Code: 12508
25. Business Telephone Number of Building Owner: (845) 831-8662

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

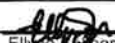
I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations 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: Ellyce Salinas Title: Owner

☒ By checking this box I agree, and it is my intent, to electronically sign this document. By submitting this e-document to the New York State Liquor Authority in this way, I understand that my electronic signature I added to the signature line below is the legal equivalent of having placed my handwritten signature and affirmation on the submitted document and I am affirming the truth of the information contained therein.

Principal Signature:


Ellyce Salinas (Jul 15, 2026 10:20:47 EDT)

Date:

7-15-26

RESOLUTION

(R-26-51)

SPONSORED BY: CHAIRMAN WILSON; COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES AND ATONNA:

WHEREAS, Walkway Over the Hudson is applying to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) for a grant under Title 9 of the Environmental Protection Act of 1993 for a park project to be located in the City of Poughkeepsie, a site located within the territorial jurisdiction of the City of Poughkeepsie; and

WHEREAS, as a requirement under the rules of this program, said not-for-profit corporation must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located";

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby does approve and endorse the application of Walkway Over the Hudson for a grant under Title 9 of the Environmental Protection Act of 1993 for a park project known as Parker Avenue & Washington Street Public Space Design Project and located within this community.

SECONDED BY: _____



Parker Avenue & Washington Street Public Space Design Project



(aerial map showing project area — approximately 0.5 acres of land.)

Project Summary

Walkway Over the Hudson, in partnership with New York State Parks, is seeking funding through the 2026 New York State Consolidated Funding Application (CFA) to prepare a Design Development-level design package for the Parker Avenue & Washington Street Public Space Design Project.

The project will transform an approximately one-half acre state-owned parcel at the intersection of Parker Avenue and Washington Street within Walkway Over the Hudson State Historic Park into a vibrant public space that strengthens connections between the Walkway and the surrounding Northside neighborhood while building upon years of collaborative planning already underway.

Formerly occupied by a New York State Parks maintenance facility, the highly visible site represents an important point of connection between Walkway Over the Hudson State Historic Park and the City of Poughkeepsie's Northside neighborhood. The project presents a unique opportunity to create a safe, accessible, and welcoming public space that serves neighborhood residents while enhancing the experience of the more than 600,000 people who visit the Walkway each year.



Rather than beginning a new planning process, this project will synthesize and advance the extensive planning and community engagement already completed by New York State Parks, the City of Poughkeepsie, Scenic Hudson, MASS Design Group, the HUD Choice Neighborhoods Initiative, the NYU Institute for Public Knowledge/Gehl Social Infrastructure Study, and the New York Institute of Technology School of Architecture. The selected consultant team will translate these collective planning efforts into a preferred design concept and prepare a Design Development-level package ready to advance toward implementation

Project Objectives

The project will develop a Design Development package that:

- Creates a welcoming public space that serves as a shared community asset for neighborhood residents and Walkway visitors alike.
- Strengthens connections between the Walkway, surrounding neighborhoods, and nearby public spaces.
- Enhances accessibility, safety, neighborhood identity, and environmental sustainability.
- Reflects community priorities established through previous planning and engagement efforts.
- Advances New York State Parks' goals for accessibility, sustainability, and environmental stewardship.
- Positions the project for future capital funding, permitting, and construction.

Planning Approach

Rather than developing multiple conceptual alternatives, the consultant team will build upon previous planning efforts to refine a preferred design and advance it into a Design Development-level package suitable for future implementation.

The project will include:

- Assessment of existing site conditions and previous planning efforts.
- Preparation of a preferred site design.
- Design Development drawings and technical recommendations.
- Preliminary grading, planting, accessibility, lighting, and stormwater management concepts.
- Develop cost estimates, implementation strategies, and recommendations for future construction funding.



Potential Design Elements

While the final design will be shaped through the process, opportunities may include:

- Gateway and arrival features
- Community gathering and flexible programming spaces
- Native landscaping and pollinator plantings
- Shade structures and seating areas
- Bicycle parking and visitor amenities
- ADA-accessible pathways and improved pedestrian connections
- Public art, interpretation, and wayfinding
- Sustainable stormwater management and green infrastructure
- Nature-based play opportunities.

(R-26-52)

**RESOLUTION ACCEPTING A GRANT FROM THE NEW YORK STATE
DEPARTMENT OF CONSERVATION TO FUND A PORTION OF THE RECYCLING
COORDINATOR'S SALARY AND FRINGE BENEFITS**

**INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK,
PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES AND ATONNA:**

WHEREAS, the City of Poughkeepsie applied for financial assistance from the New York State Department of Environmental Conservation (DEC) to fund a portion of the Department of Public Works Recycling Coordinator's salary and fringe benefits; and

WHEREAS, the City of Poughkeepsie has been awarded a grant in the amount of \$34,100.00 with a local match of \$34,100; and

WHEREAS, pursuant to section 2.05(j) of the Administrative Code of the City of Poughkeepsie, the Common Council is authorized to accept this grant on behalf of the City of Poughkeepsie.

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie Common Council accepts these grant funds in an amount not to exceed **\$34,100.00** and commits to the local match in the amount of \$34,100.00 to fund a portion of the Department of Public Works Recycling Coordinator's salary and fringe benefits; and be it further

RESOLVED, that the City of Poughkeepsie Common Council authorizes the Mayor to act as the City of Poughkeepsie authorized representative and to agree to the terms and conditions of the Master Contract with the DEC, to execute that document and other required agreements and certifications to effectuate the Master Contract, and to amend and/or extend the Contract by mutual written consent of all parties.

SECONDED BY: _____

CERTIFIED TRUE COPY

I, Jamar Cummings, Chamberlain of the City of Poughkeepsie, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on August 18, 2026, at which

quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Dated: August 18, 2026

Jamar Cummings
City Chamberlain (Clerk)

Affix Seal of Municipality Here

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-T03074GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: POUGHKEEPSIE CITY OF	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002329 Federal Tax ID Number: 146002385	PROJECT NAME: MWRC 2025 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 62 CIVIC CENTER PLAZA POUGHKEEPSIE, NY 12601 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 01/01/2026 To: 12/31/2026 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (<i>Fixed Term</i> – enter current period amount; <i>Simplified Renewal</i> – enter cumulative amount to date; <i>Multi-year</i> – enter total projected amount of the contract): CURRENT: \$34,100.00 AMENDED: \$0.00 FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other

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

- ☒ Appendix A
- ☒ Attachment A:

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

☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget

☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)
- ☒ Attachment C: Work Plan
- ☒ Attachment D: Payment and Reporting
- ☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.	
In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. CONTRACTOR: <u>POUGHKEEPSIE CITY OF</u> By: _____ Printed Name Title: _____ Date: _____	In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract. STATE AGENCY: _____ By: _____ Printed Name Title: _____ Date: _____
ATTORNEY GENERAL'S SIGNATURE APPROVED AS TO FORM By: _____ Printed Name Title: _____ Date: _____	STATE COMPTROLLER'S SIGNATURE By: _____ Printed Name Title: _____ Date: _____

STATE OF NEW YORK CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

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

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

- B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
- C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
- D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.
- E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.
- G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
- The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.
- H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

- I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. Renewal:**
 - 1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
 - 2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

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

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

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

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

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

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

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any

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

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
 - b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
 - d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

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

- ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required

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

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

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

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

I. Unemployment Insurance Compliance:

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

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

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

ATTACHMENT A-1 AGENCY SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) **Remedies** - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

- (a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.
 - (1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.
 - (2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.
- (b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.
 - (1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
 - (2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
 - (3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee (“CRC”) within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Jaime Lang, Director
NYS Department of Environmental Conservation
Division of Materials Management
Bureau of Solid Waste Management
625 Broadway, 9th Floor
Albany, NY 12233-7260
(518) 402-8678

The designated appeal individual to review decisions is:

Rick Clarkson, Director
NYS Department of Environmental Conservation
Division of Materials Management
625 Broadway, 9th Floor
Albany, NY 12233-7260
(518) 402-8678

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the

Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

- (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
- (2) alterations of the items by the Department;
- (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
- (4) use of items in combination with apparatus or devices not delivered by the Contractor;

- (5) use of items in a manner for which the same were neither designed nor contemplated; or
- (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE
CONTRACTS: REQUIREMENTS AND PROCEDURES**

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified Minority and Women Owned Business Enterprises (MWBEs). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of **0%** for Minority and Women Owned Business Enterprises (MWBE) participation, (based on the current availability of qualified MBEs and WBEs).
- (2) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development (DMWBD). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

- (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement and Staffing Plan form. This form will serve to document the composition of the proposed workforce to be utilized in the performance of the Contract, including ethnic background, gender, and federal occupational categories. Contractors shall complete the EEO Staffing Plan and submit at the time of award of the contract.

- (3) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

XI. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Veterans' Services Law article 3 of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service Disabled Veteran Owned Businesses (SDVOB), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

(a) Contract Goals

The Department hereby establishes an overall goal of **0%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Designated Contacts.

Contractor must document "Good Faith Efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause (XI)(d) below).

(b) SDVOB Utilization Plan

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.
3. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Department acceptance or issue a notice of deficiency within 20 days of receipt.
4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, The Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
5. The Department may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (i) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (ii) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (iii) If a Bidder fails to submit a request for waiver; or
 - (iv) If the Department determines that the Bidder has failed to document good faith efforts.
6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, The Department

shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

(c) Request for Waiver

1. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Department for guidance.
2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause (XI)(d) below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses (XI)(b) 3., 4., & 5. will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.
4. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

(d) Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

(e) Quarterly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance within the first month of each quarter to the Department during the term of the Contract for the preceding quarters' activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the Department, by the 10th day of the first month of each quarter during the term of the Contract, for the preceding quarters' activity to: sdvob@dec.ny.gov

(f) Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply

with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

XII. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

XIII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

XIV. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XVI. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVII. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVIII. Vendor Responsibility

- a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- b) The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- c) Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- a) If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- b) With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- a) The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

- b) The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

ATTACHMENT A-2 PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address:

NYS Department of Environmental Conservation
Division of Materials Management
Bureau of Solid Waste Management
625 Broadway, 9th Floor
Albany, NY 12233-7260
(518) 402-8678
recyclinggrants@dec.ny.gov

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.

- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Materials Management, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- a) Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- b) Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, 625 Broadway 4th Floor, Albany, NY 12233-4255, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- c) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- d) Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- e) Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- f) Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- g) Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 01/01/2026 - 12/31/2026
Contract Amount: \$34,100.00

Contract Period Information Details

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

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

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

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

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	01/01/2026 - 12/31/2026	\$34,100.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: MWRC 2025
CONTRACTOR NAME: POUGHKEEPSIE CITY OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 01/01/2026
To: 12/31/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$18,668.00	\$18,668.00	100%	\$0.00	\$37,336.00
b) FRINGE	\$8,820.00	\$8,820.00	100%	\$0.00	\$17,640.00
Subtotal	\$27,488.00	\$27,488.00	100%	\$0.00	\$54,976.00
2) Non Personal Services					
a) CONTRACTUAL	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$6,612.00	\$6,612.00	100%	\$0.00	\$13,224.00
Subtotal	\$6,612.00	\$6,612.00	100%	\$0.00	\$13,224.00
Total	\$34,100.00	\$34,100.00	100%	\$0.00	\$68,200.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET**

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. RECYCLING COORDINATOR	\$0.00	0.00	0.00	0.00	\$18,668.00	\$18,668.00	100%	\$0.00	\$37,336.00
Sub Total					\$18,668.00	\$18,668.00	100%	\$0.00	\$37,336.00
FRINGE									
TYPE/DESCRIPTION									
1. Benefits for Recycling Coordinator					\$8,820.00	\$8,820.00	100%	\$0.00	\$17,640.00
Sub Total					\$8,820.00	\$8,820.00	100%	\$0.00	\$17,640.00
Personal Services Total					\$27,488.00	\$27,488.00	100%	\$0.00	\$54,976.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE - SALARY

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER

OTHER TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Supplies - see budget upload	\$6,612.00	\$6,612.00	100%	\$0.00	\$13,224.00
Total	\$6,612.00	\$6,612.00	100%	\$0.00	\$13,224.00

OTHER NARRATIVE
For public outreach and education

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: MWRC 2025
CONTRACTOR NAME: POUGHKEEPSIE CITY OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 01/01/2026
To: 12/31/2026

The City of Poughkeepsie seeks to strategically education the City's residents about the proper way to recycle, in order to increase the tonnage of recyclable materials and reduce the amount of materials being improperly recycled. This will be accomplished by flyer creation and distribution, buying two billboards on well-traveled thoroughfares and in specific neighborhoods that have struggled with correctly recycling items; tabling at community events at least four times/year; and presenting at each school at least once per year (7).

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective	
1 Implementation or Improvement of the local recycling program. - Implementation or Improvement of the local recycling program.	
Task	
1.1 Employ Recycling Coordinator - Employ Recycling Coordinator	
Performance Measures	
1.1.1 Maintain employee records and provide to DEC - i. Pay salary/fringe benefits of Recyc. Coord. ii. Maintain payroll records iii. Provide progress reports to DEC	
Task	
1.2 Implement Recycling Public Education - Implement Recycling Public Education	
Performance Measures	
1.2.1 Number of strategies implemented to promote recycling. - i. Number of strategies implemented to promote recycling - tabling at events, creating flyers, creating and implementing billboards	
Task	
1.3 Obtain grant payment - Obtain grant payment	
Performance Measures	
1.3.1 Complete and submit a Reimbursement request - i. Schedule of Purchases / Invoices ii. Canceled Checks/Wired Receipts iii. Certificate of Completion iv. Completed State Aid Voucher	

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

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

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

B. Advance Payments and Claiming Requirements:

- 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
- 2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
- 3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
- 4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period : -			
Claim Number	Claim Type	Claim Period	Due Date
		-	

- 5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
- 6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period : –			
Progress Report	Report Type	Report Period	Due Date
		-	

E. Special Payment and Reporting Provisions:

Period :

RESOLUTION

R-26-53

INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES AND ATONNA:

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the Nataly Hoyt, Spanish Speaking Clerk, as an additional Marriage Officer in accordance with and subject to the provisions of Domestic Relations Law §11-c; and be it further

RESOLVED, that Ms. Hoyt is hereby appointed for a term of one year, subject to the pleasure of the Common Council; and be it further

RESOLVED that this resolution supplements Resolution R-26-06.

SECONDED BY COUNCILMEMBER_____ .

RESOLUTION

(R-26-50)

**INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK,
PATTERSON THOMPSON, HENRY, MENIST, BROWN, AND JAMES:**

BE IT RESOLVED, that the City Chamberlain be, and he hereby is authorized and directed to publish a Notice of Public Hearing to be held August 25, 2026 at _____ p.m. concerning the adoption of the 2027-2031 capital plan as submitted to the Common Council.

SECONDED BY COUNCILMEMBER _____.

**ORDINANCE AMENDING §13-126(C)(2)
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-26-06)

INTRODUCED BY COUNCILMEMBER HENRY :

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

SECTION 1: §13-126(C)(2) is hereby amended by the following modification:

Section 13-126(C)(2).

DISTRICT 2: MOUNT CARMEL DISTRICT

Street	Side	Description	Parking Regulations	Time Regulations
<u>Vernon Terrace</u>	<u>Both</u>	<u>Beginning at its easterly intersection with Bain Avenue (between 10 Vernon Terrace and the rear of 134 Washington Street) to the cul-de-sac that ends adjacent to Pulaski Park</u>	<u>Permit parking</u>	<u>6:00 pm to 9:00 AM</u>

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by **Underlining and Bold**

**ORDINANCE AMENDING §13-191.2
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-26-07)

INTRODUCED BY COUNCILMEMBER HENRY:

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

SECTION 1: §13-191.2 is hereby amended by the following modification:

Section 13-191.2. **Two-hour parking, 9:00 a.m. to 6:00 p.m.**

When appropriate signs giving notice thereof are erected, parking on the following streets or parts of streets shall be limited to two hours between the hours of 9:00 a.m. and 6:00 p.m.:

Vernon Terrace beginning at its easterly intersection with Bain Avenue (between 10 Vernon Terrace and the rear of 134 Washington Street) to the cul-de-sac that ends adjacent to Pulaski Park.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by **Underlining and Bold**

**ORDINANCE AMENDING §13-269
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-25-08)

INTRODUCED BY COUNCILMEMBER Henry:

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

SECTION 1: §13-269 is hereby amended by the following modification:

Section 13-158 -Handicapped parking areas designated.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as part of the Handicapped parking areas.

Talmadge St., east side, starting 102 feet from its intersection with Duane Street; for 25 feet (1 Space).

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold