COMMON COUNCIL MEETING

Common Council Chambers
Monday, March 18, 2019
6:30 p.m.
6:00 p.m. Special Informational Meeting

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting of December 17, 2018

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

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

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

VI. MAYOR'S COMMENTS:

VII. MOTIONS AND RESOLUTIONS:

1. Resolution R19-39, approving the acceptance of the LSLRP grant.
2. Resolution R19-40, approving a bond resolution for the re-funding of a five series of bonds.
3. Resolution R19-41, setting an oversight hearing on policing, crime, and police-community relations in the City of Poughkeepsie.

VIII. ORDINANCES AND LOCAL LAWS:

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM COUNCILMEMBER SALEM,** a communication regarding Community Choice Aggregation MOU.

2. **FROM DAVID T. WARSHAW,** a notice of property damage sustained on January 26, 2019.

3. **FROM PAUL MANISCALCO,** a notice of personal injuries sustained on December 6, 2018.

4. **FROM BOBBILYN STURGESS,** a notice of personal injuries sustained on December 10, 2018.

5. **FROM TRACY CALABRESE,** a notice of personal injuries sustained on December 10, 2018.

6. **FROM ANTHONY J. CUOMO,** a notice of property damage sustained.

7. **FROM IMAD ALKHALAFAWI,** a notice of property damage sustained.

8. **FROM STAR CHRISTIE,** a notice of personal injuries sustained on February 16, 2019.

9. **FROM VANESSA AND JOSEPH MICELI,** a notice of personal injury sustained on January 24, 2019.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

RESOLUTION
(R-19-39)

INTRODUCED BY COUNCILMEMBER SALEM

WHEREAS, the City of Poughkeepsie has been has been awarded a grant from the New York State Department of Health ("NYSDOH") in the amount of $544,745 for the replacement of lead water service lines from the public water mains; and

WHEREAS, the City will utilize the grant to: (1) work with residential and institutional property owners to confirm the presence of lead service lines; (2) enter into an agreement with the property owner to work on private property and (3) coordinate the replacement of the lead service line (the, "Project"); and

WHEREAS, the approval of this resolution will have no fiscal impact to the 2019 budget as the Project does not require a match; and

WHEREAS, pursuant to 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

NOW THEREFORE,

BE IT RESOLVED, that the City Administrator or Mayor is authorized to execute a Grant Agreement with the Department of Health of the State of New York and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City of Poughkeepsie's obligations under the Grant Agreement.

SECONDED BY COUNCILMEMBER: ______________________________________.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):

Department of Health

Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

BUSINESS UNIT/DEPT. ID: DOH01

CONTRACT NUMBER: DOH01-C33210GG-3450000

CONTRACT TYPE:

☒ Multi-Year Agreement
☐ Simplified Renewal Agreement
☐ Fixed Term Agreement

CONTRACTOR SFS PAYEE NAME:

POUGHKEEPSIE CITY OF

TRANSACTION TYPE:

☒ New
☐ Renewal
☐ Amendment

CONTRACTOR DOS INCORPORATED NAME:

City of Poughkeepsie

PROJECT NAME:

Lead Service Line Replacement Program

CONTRACTOR IDENTIFICATION NUMBERS:

NYS Vendor ID Number: 1000002329
Federal Tax ID Number: 146002385
DUNS Number (if applicable):

AGENCY IDENTIFIER:

CFDA NUMBER (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

CONTRACT MAILING ADDRESS:

☒ Check if same as primary mailing address

CONTRACTOR STATUS:

☐ For Profit
☒ Municipality, Code:
☐ Tribal Nation
☐ Individual
☐ Not-for-Profit

Charities Registration Number:

Exemption State/Code:

☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 03/01/2018 To: 02/29/2020

CURRENT CONTRACT PERIOD:

From: 03/01/2018 To: 02/29/2020

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $544,745.00

AMENDED:

FUNDING SOURCE(S)

☒ State
☐ Federal
☐ Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	03/01/2018-02/28/2019	$213,109.11		
2	03/01/2019-02/29/2020	$331,635.89		
3				
4				
5				

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:
☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants

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 Schedule

Other: Attachment M

Contract Number: # DOH01-C33210GG-3450000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

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 officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of 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 responses 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 Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
POUGHKEEPSIE CITY OF

By: ____________________

____
Printed Name

Title: ____________________

Date: ____________________

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

STATE AGENCY:
Department of Health

____

By: ____________________

____
Printed Name

Title: ____________________

Date: ____________________

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By:____________________
Printed Name

Title: ____________________

Date: ____________________

STATE COMPTROLLER'S SIGNATURE

By: ____________________
Printed Name

Title: ____________________

Date: ____________________

Contract Number: # DOH01-C33210GG-3450000

Page 1 of 1, Master Contract for Grants Signature Page

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) 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 establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects 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 the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment 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 portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master 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 Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master 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 Master 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.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master 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 Master Contract shall attempt in good faith to reform the Master 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.

I. Interpretation: The headings in the Master 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 to be gender neutral. The Master 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.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

    a) by certified or registered United States mail, return receipt requested;

    b) by facsimile transmission;

    c) by personal delivery;

    d) by expedited delivery service; or

    e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such 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.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents 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 Master 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 Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged contractor demonstrate 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. 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 Master 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 any of 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 any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master 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.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. 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.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) 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-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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[3] As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. ***General Renewal*:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master 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 Master Contract.

2. ***Renewal Notice to Not-for-Profit Contractors*:**

a) Pursuant to State Finance Law §179-t, if the Master 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 Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that 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 not-for-profit 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.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master 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 not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master 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 Master Contract.

C. Termination:

1. *Grounds*:

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

b) Cause: The State may terminate the Master 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 Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master 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 entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master 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 Master 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: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

Where the Master 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 Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

D. 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 a formal written notice outlining the particulars 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 Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, 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. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master 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.

6. Timeliness of advance payments or other claims for reimbursement, 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.

7. 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 Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

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), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. 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. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein 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.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

   Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

   a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either 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.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] 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 use a written directive for fifth quarter financing. 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.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master 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.

5. The State shall not be liable for payments on the Master 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.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency 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.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master 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.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

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[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master 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 Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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 Attachment C (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.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) 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).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR 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 Master 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 Master Contract and/or any subcontract entered into under the Master 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 Master 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 Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master 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 Master 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 Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master 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, prior to executing a subcontract, 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. If requested by the State, 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

Schedule) and Section III. 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 Master Contract for any activity other than those provided for under the Master 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 Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is 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.

   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.

   b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

   c) 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.

   d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master 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.

   e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

   f) 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 applicable, as specified in the Master 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.

g) 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 Master 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 Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

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 Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

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 Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master 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 Master 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.

2. ***Cost Allocation*:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. 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.

b) 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.

3. ***Federal Funds*:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. 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. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master 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 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 Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master 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; 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 Master Contract (but are not deliverable under the Master 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 IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor 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;

3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

M. 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.

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:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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 Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor 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. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 the Master Contract.

6. 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 Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. 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.

O. 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 Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES

Part A. Agency Specific Clauses

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

A. 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 (2NYCRR 105.4).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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.

2. 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.

C. 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.

D. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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.

F. 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

   a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

   b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

   For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

   a) If the contract is funded from federal awards, and the CONTRACTOR expends $750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

   b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than $750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends $750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

   a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

   b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

   a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3;** OR

   c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

   a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

   c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE ***quarterly*** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

Bureau of Water Supply Protection
Corning Tower, Room 1110
Empire State Plaza
Albany, NY 12237

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health
Name: Roger Sokol, Ph.D.
Title: Director, Division of Environmental Health Protection
Address: Corning Tower, Rm 1619, Empire State Plaza
Telephone Number: 518-402-7500
Facsimile Number: 518-402-7599
E-Mail Address: roger.sokol@health.ny.gov

Vendor/Grantee
Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Lead Service Line Replacement Program

CONTRACTOR SFS PAYEE NAME: POUGHKEEPSIE CITY OF

CONTRACT PERIOD: From: 03/01/2018

To: 02/28/2019

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	$60,045.38	$0.00	0 %	$0.00	$60,045.38
b) Fringe	$23,243.62	$0.00	0 %	$0.00	$23,243.62
Subtotal	$83,289.00	$0.00	0 %	$0.00	$83,289.00
2. Non Personal Services					
a) Contractual Services	$122,320.11	$0.00	0 %	$0.00	$122,320.11
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 & Utilities	$0.00	$0.00	0 %	$0.00	$0.00
e) Operating Expenses	$7,500.00	$0.00	0 %	$0.00	$7,500.00
f) Other	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$129,820.11	$0.00	0 %	$0.00	$129,820.11
TOTAL	$213,109.11	$0.00	0 %	$0.00	$213,109.11

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	**ANNUALIZED SALARY PER POSITION**	**STANDARD WORK WEEK (HOURS)**	**PERCENT OF EFFORT FUNDED**	**NUMBER OF MONTHS FUNDED**	**TOTAL**
Project Manager	$30,000.00	20	67	12	$20,100.00
Assistant Engineer	$68,591.00	35	34	12	$23,320.94
Grant Administrator	$48,467.00	35	7	12	$3,392.69
Grant Administrator	$84,011.00	35	7	12	$5,880.77
Grant Administrator	$105,014.00	35	7	12	$7,350.98
				Subtotal	$60,045.38
TOTAL FRINGE					
					$23,243.62
				PERSONAL SERVICES TOTAL	$83,289.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Contractor - To be determined	$120,357.61
Laboratory - To be determined	$1,962.50
TOTAL	$122,320.11

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	**TOTAL**
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	**TOTAL**
Computer /Monitors	$2,500.00
Software	$4,000.00
File Cabinet	$500.00
Printer/Scanner	$500.00
TOTAL	$7,500.00

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Lead Service Line Replacement Program

CONTRACTOR SFS PAYEE NAME: POUGHKEEPSIE CITY OF

CONTRACT PERIOD: From: 03/01/2018

To: 02/28/2019

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.
New York's Clean Water Infrastructure Act of 2017 (Act) amended the Public Health Law to require the Department of Health (Department) to institute a Lead Service Line Replacement Program (LSLRP) to provide municipalities with grant funds to facilitate the replacement of lead water service lines from the public water main to the residence.

LSLRP awarded municipalities will work with homeowners to confirm the presence of a lead service line and the need to have it replaced. Municipalities will coordinate the replacement of the lead service line and submit project related vouchers/invoices to the State for reimbursement.

The following program areas (both existing areas as well as new initiatives) must be addressed in the work plan developed for the municipality to achieve the objective of the legislation.

Note: All program activities must be conducted in accordance with the applicable federal and state laws and regulations as well as applicable New York State Department of Health policies and procedures.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1 Project Outline

Tasks

1 Municipalities work with residential property owners to confirm the presence of lead service lines. If lead service line is present, confirm that residential property owner wishes to have it replaced.

Performance Measures

1 Project Outline #1 - Municipality submits project outline and budget to NYSDOH for review.

Tasks

2 Municipalities enter an agreement with residential property owners to allow work on privately owned property.

Performance Measures

1 Project Outline #2 - See performance measure for project outline #1

Tasks

3 Municipalities work with residential property owners and public water system to coordinate the replacement of residential lead service lines (design, water service shut-off, construction, restoration, etc.).

Performance Measures

1 Project Outline #3 - See performance measure for project outline #1

ATTACHMENT C - WORK PLAN

DETAIL

Objective

2 Complete proposed workplan

Tasks

1 The municipality will facilitate the replacement of lead drinking water service lines

Performance Measures

1 Completed proposed work plan - Provide the anticipated number of lead service lines to be replaced. The municipality will facilitate the replacement of 20 lead drinking water service lines.

II. Municipality submits quarterly report of completed work and expense vouchers that will be subject to audit.

Objective

3 Homeowner education

Tasks

1 Provide residential property owners who participated in the program with information on flushing procedures after lead service line replacement is complete.

Performance Measures

1 Public outreach - Municipality submits copy of information and list of properties information was provided to.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency:	Quarterly Reimbursement
Number of Days/Claims:	30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR) [1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. 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.

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[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, 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.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

The invoice/claim for payment will be sent to the NYSDOH's Bureau of Water Supply Protection within 30 days. Backup documentation must include the locations including residential addresses for each lead service line included in the invoice/claim.

Attachment M

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

I. General Provisions

A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("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.

B. 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 New York State Department of Health (the "New York State Department of Health"), to fully comply and cooperate with the New York State Department of Health 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.

C. 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 Attachment or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
https://ny.newnycontracts.com/

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. 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 New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. 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 of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. 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.
2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. 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 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" 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.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. 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.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.

C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.

B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial after the waiver has been fully processed.

C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports 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 New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at https://ny.newnycontracts.com.

VII. Liquidated Damages - MWBE Participation

A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

SEAL OF THE CITY OF POUGHKEEPSIE
1799
INCORPORATED 1854

Memorandum

To: Chairwoman Ann Finney & Members of the Common Council

From: William Brady, Commissioner of Finance

CC: Hon. Rob Rolison, Mayor; Marc Nelson, City Administrator

Date: March 12, 2019

RE: Refunding of Certain Serial Bonds – Yields Estimated $1.2 Million in Savings

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This Communication accompanies a bonding resolution (refunding) which is included in your Council packets for action at the upcoming meeting of March 18th, 2019.

The resolution seeks your authorization to Refund/Refinance five series of "Serial Bonds", in a transaction which would close in May of this year. Due to the continuing improvement in the City's overall financial condition, including our recent announcement that the City ended 2018 as its third consecutive year with a surplus in its General Fund, a favorable window of opportunity has presented itself to refund certain serial bonds that were issued by the City in years past. Timing for this transaction, however, is tight due to potential volatility in the financial markets. This opportunity also comes as we were planning to renew a previously authorized and issued Bond Anticipation Note ("BAN"); and the combination of the two issuances into one yields even further savings.

Based on the analysis performed by M & T Securities, and supported by our financial consultants, Capital Market Advisors, LLC., the gross savings to City taxpayers will be approximately $1.2 Million over the next twelve years.

In the shorter term, we estimate the savings to the debt service requirements for 2019 will be approximately $120,000, with a further $112,000 savings in 2020. The annual savings will continue until 2031 with estimated savings in excess of $62,000 in that year.

Those on the Common Council last year will recall that a Debt Management Policy was formally adopted. Page 9 of that document authorizes the refinancing of existing debt "if the proposed transaction produces net present value savings equal to at least 3% of the proposed refunding." The analysis shows the net present value savings of this transaction will be 5.22%, and therefore the proposed transaction falls squarely within the City's Debt Management policy which was adopted under the Mayor's fiscal stabilization program.

As always, thank you for your consideration.

RESOLUTION
R19-40

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 March 18, 2019 at 6:30 o'clock p.m., local time.

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

PRESENT:

Council Chair Ann Finney
Councilmember Sarah Brannen
Councilmember Natasha Cherry
Councilmember Yvonne Flowers
Councilmember Lorraine Johnson
Councilmember Randall A. Johnson II
Councilmember Matthew McNamara
Councilmember Christopher D. Petsas
Councilmember Sarah A. Salem

ABSENT:

The following persons were ALSO PRESENT:

Commissioner of Finance William Brady

The following resolution was offered by Councilmember Cherry, seconded by Councilmember______________, to wit;

REFUNDING BOND RESOLUTION DATED MARCH 18, 2019

AN AMENDED AND RESTATED RESOLUTION AUTHORIZING THE ISSUANCE OF REFUNDING BONDS OF THE CITY OF POUGHKEEPSIE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,500,000 PURSUANT TO THE LOCAL FINANCE LAW AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

WHEREAS, the City of Poughkeepsie (the "City") has heretofore issued its Public Improvement (Serial) Bonds, Series 2005A in the aggregate principal amount of $4,630,000 (the "2005 Bonds"); and

WHEREAS, the City has heretofore issued its Public Improvement (Serial) Bonds, Series 2006A in the aggregate principal amount of $8,535,000 (the "2006 Bonds"); and

WHEREAS, the City has heretofore issued its Public Improvement (Serial) Bonds, Series 2007A in the aggregate principal amount of $5,907,930 (the "2007 Bonds"); and

WHEREAS, the City has heretofore issued its Public Improvement (Serial) Bonds, Series 2008A in the aggregate principal amount of $5,350,000 (the "2008 Bonds"); and

WHEREAS, the City has heretofore issued its Public Improvement Serial Bonds, Series 2011A in the aggregate principal amount of $11,155,000 (the "2011 Bonds"); and

WHEREAS, the 2005 Bonds were dated as of September 1, 2005, have a final maturity date of September 1, 2024, mature serially on the dates and in the amounts set forth at Exhibit A attached hereto and made a part of this resolution, and are subject to redemption on any date on or after September 1, 2015 at a redemption price of par plus accrued interest to the redemption date; and

WHEREAS, the 2006 Bonds were dated as of July 15, 2006, have a final maturity date of June 1, 2024, mature serially on the dates and in the amounts set forth at Exhibit A attached hereto and made a part of this resolution, and are subject to redemption on any date or after June 1, 2016 at a redemption price of par plus accrued interest to the redemption date; and

WHEREAS, the 2007 Bonds were dated as of July 15, 2007, have a final maturity date of June 15, 2023, mature serially on the dates and in the amounts set forth at Exhibit A attached hereto and made a part of this resolution, and are subject to redemption on any date on or after June 15, 2017 at a redemption price of par plus accrued interest to the redemption date; and

WHEREAS, the 2008 Bonds were dated as of July 15, 2008, have a final maturity date of June 15, 2028, mature serially on the dates and in the amounts set forth at Exhibit A attached hereto and made a part of this resolution, and are subject to redemption on any date on or after June 15, 2018 at a redemption price of par plus accrued interest to the redemption date; and

WHEREAS, the 2011 Bonds were dated as of April 20, 2011, have a final maturity date of June 1, 2031, mature serially on the dates and in the amounts set forth at Exhibit A attached hereto and made a part of this resolution, and are subject to redemption on any date on or after June 1, 2019 at a redemption price of par plus accrued interest to the redemption date; and

WHEREAS, refunding the aggregate outstanding principal amount of the 2005 Bonds, the 2006 Bonds, the 2007 Bonds, the 2008 Bonds, and the 2011 Bonds is expected to result in present value savings in debt service as required by Section 90.10 of the Local Finance Law; and

WHEREAS, this resolution is intended to amend and restate that certain Refunding Bond Resolution No. 17-63 adopted September 18, 2017, which resolution amended and restated that certain Refunding Resolution No. 15-48 adopted June 15, 2015;

NOW THEREFORE 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. It would be in the public interest to refund the aggregate outstanding principal amount of the 2005 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law. It would be in the public interest to refund the aggregate outstanding principal amount of the 2006 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law. It would be in the public interest to refund the aggregate outstanding principal amount of the 2007 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law. It would be in the public interest to refund the aggregate outstanding principal amount of the 2008 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law. It would be in the public interest to refund the aggregate outstanding principal amount of the 2011 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law.

Section 2. For the object or purpose of refunding the $1,855,000 aggregate outstanding principal amount of the 2005 Bonds due on and after September 1, 2019 (the "Refunded 2005 Bonds"), refunding the $3,625,000 aggregate outstanding principal amount of the 2006 Bonds due on and after June 1, 2019 (the "Refunded 2006 Bonds"), and refunding the $2,300,000 aggregate outstanding principal amount of the 2007 Bonds due on or after June 15, 2019 (the "Refunded 2007 Bonds"), refunding the $3,275,000 aggregate outstanding principal amount of the 2008 Bonds due on and after June 15, 2019 (the "Refunded 2008 Bonds"), and refunding the $8,430,000 aggregate outstanding principal amount of the 2011 Bonds due on or after June 1, 2019 (the "Refunded 2011 Bonds", and together with the Refunded 2005 Bonds, the Refunded 2006 Bonds, the Refunded 2007 Bonds, the Refunded 2008 Bonds, the "Refunded Bonds") including providing moneys which shall be sufficient to pay (i) said outstanding aggregate principal amount of the Refunded Bonds; (ii) the aggregate amount of un-matured interest payable on the Refunded Bonds to and including the date on which each of the Refunded Bonds mature or are subject to redemption, all in accordance with the Refunding Financial Plan, as defined herein, and (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including, without limitation, the development of the Refunding Financial Plan, compensation to the underwriter or underwriters, the fees and costs of the financial advisor to the City, the fees and costs of bond counsel to the City, the execution and performance of the terms and conditions of the Escrow Contract, as hereinafter defined, the fees and charges of the Escrow Holder, as hereinafter defined, and the premium or premiums for a policy of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, there are hereby authorized to be issued the refunding bonds of the City in the aggregate principal amount of not to exceed $20,500,000 (the "Refunding Bonds") pursuant to the provisions of Section 90.10 of the Local Finance Law.

Section 3. It is hereby determined that the maximum amount of the refunding bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law.

Section 4. It is hereby determined that the amount and description of the bonds to be refunded is set forth at Exhibit B.

Section 5.

a. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2005 Bonds for the purposes for which the Refunded 2005

Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2005 Bonds, based on the average weighted period of probable usefulness, was not earlier than September 1, 2024.

b. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2006 Bonds for the purposes for which the Refunded 2006 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2006 Bonds, based on the average weighted period of probable usefulness, was not earlier than June 1, 2024.
c. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2007 Bonds for the purposes for which the Refunded 2007 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2007 Bonds, based on the average weighted period of probable usefulness, was not earlier than June 15, 2023.
d. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2008 Bonds for the purposes for which the Refunded 2008 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2008 Bonds, based on the average weighted period of probable usefulness, was not earlier than June 15, 2028.
e. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2011 Bonds for the purposes for which the Refunded 2011 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2011 Bonds, based on the average weighted period of probable usefulness, was not earlier than June 1, 2031.
f. The last installment of the Refunding Bonds shall mature not later than the expiration of the remaining period of probable usefulness of the purposes for which the Refunded Bonds were issued, or in the alternative, the weighted average remaining period of probable usefulness of the objects or purposes (or classes of objects or purposes) financed with such Refunded Bonds, in accordance with the provisions of the Local Finance Law.

Section 6. It is hereby determined that the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to each of the Refunded 2005 Bonds, the Refunded 2006 Bonds, the Refunded 2007 Bonds, the Refunded 2008 Bonds, and the Refunded 2011 Bonds is as shown in the Refunding Financial Plan described in Section 7 hereof.

Section 7. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, is set forth in preliminary form at Exhibit B attached hereto and made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount set forth at Exhibit B and will mature, be of such terms and bear interest as set forth in the Refunding Financial Plan. This Common Council recognizes that the aggregate principal amount of the Refunding Bonds, and the maturities, terms, and interest rate or rates borne by the Refunding Bonds will most likely be different from such assumptions and that the final Refunding Financial Plan will most likely be different from the preliminary plan set forth at Exhibit B. The Commissioner of Finance is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the designation thereof, the date of such bonds and the date of issue thereof, the maturities and terms thereof, whether such bonds shall be issued with substantially level or declining annual debt service, the provisions relating to any redemption of the Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds will be sold as sinking fund bonds, whether the Refunding Bonds shall be sold in one or more series, whether the Refunding Bonds will be sold to an underwriter or underwriters at private sale and the details of such sale, whether the Refunding Bonds shall be sold at a discount in the manner authorized by Section 57 of the Local Finance Law and subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and the rate or rates of interest to be borne thereby, and to prepare, or cause to be provided, a final Refunding Financial Plan, and all powers in connection therewith may be exercised by the Commissioner of Finance; provided that the amount and terms of the Refunding Bonds, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law, as amended. The Commissioner of Finance shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the City Chamberlain within ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 8. The Refunding Bonds shall be executed in the name of the City by the manual or facsimile signature of the Commissioner of Finance, and its corporate seal or a facsimile thereof shall be impressed thereon and attested by the City Chamberlain. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52 of the Local Finance Law, and shall otherwise be in such form and contain such recitals as the Commissioner of Finance shall determine.

Section 9. The faith and credit of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Refunding 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 10. The Commissioner of Finance is hereby authorized and directed to enter into an escrow contract on behalf of the City (the "Escrow Contract") with a bank or trust company located and authorized to do business in New York State as he shall designate (the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunded Bonds, and in connection with the proceeds of the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 11. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding any accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder. Any accrued interest on the Refunding Bonds shall be paid to the City to be expended to pay interest on the Refunding Bonds on the first interest payment date or dates thereof. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders from time to time of the Refunded Bonds actually refunded shall have a lien upon such moneys held by the Escrow Holder, and an amount sufficient to pay the Refunding Bonds and interest thereon, as the same shall become due and payable, is hereby appropriated therefor. Such pledges and liens shall become valid and binding upon the issuance of the Refunding Bonds, and the moneys and investments held by the Escrow Holder in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

Section 12. The Refunding Bonds shall be sold at private sale as shall be determined by the Commissioner of Finance for a purchase price or prices to be determined by the Commissioner of Finance, plus accrued interest, if any, from the date of the Refunding Bonds to the date of delivery of and payment for the Refunding Bonds, and the Commissioner of Finance is further authorized to execute and deliver a purchase contract for the Refunding Bonds on behalf of the City providing for the terms and conditions for the sale and delivery of the bonds, subject to the approval of the State Comptroller as required by subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law. After the Refunding Bonds have been duly executed, they shall be delivered by the Commissioner of Finance to the underwriter or underwriters in accordance with such purchase contract upon the receipt by the City of said purchase price, including accrued interest.

Section 13. Subject only to the issuance of the Refunding Bonds as herein authorized, the City hereby elects to redeem all of the Refunded Bonds maturing on and after the date of issuance of the Refunding Bonds that are callable at a present value savings, if any. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the City in the manner and within the time provided in the respective Refunded Bonds. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the notice requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 14. 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 notes authorized by this resolution 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 and notes authorized by this resolution as "qualified tax-exempt bonds" for purposes of Section 265(b)(3) of the Code.

Section 15. The Commissioner of Finance is further authorized to execute and deliver a continuing disclosure agreement with the initial purchaser of the Refunding Bonds, if required, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

Section 16. It is hereby determined that the issuance of the Refunding Bonds constitutes a Type II Action as defined under the State Environmental Quality Review Regulations, 6 NYCRR Part 617, which are determined under SEQR not to have a significant impact on the environment.

Section 17. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Commissioner of Finance, and all powers in connection therewith are hereby delegated to the Commissioner of Finance. The Commissioner of Finance and the City Chamberlain and all other officers, employees and agents of the City are further authorized and directed for and on behalf of the City to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution. In the event of the absence or unavailability of the Commissioner of Finance, all such powers are hereby delegated to the Deputy Commissioner of Finance.

Section 18. The validity of said Refunding 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 (20) 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 19. The City 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, a newspaper having a general circulation in the City and hereby designated as the official newspaper of the City for such publication.

Section 20. This resolution shall take effect immediately upon its adoption.

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

Council Chair Ann Finney	VOTING ___
Councilmember Sarah Brannen	VOTING ___
Councilmember Natasha Cherry	VOTING ___
Councilmember Yvonne Flowers	VOTING ___
Councilmember Lorraine Johnson	VOTING ___
Councilmember Randall A. Johnson II	VOTING ___
Councilmember Matthew McNamara	VOTING ___
Councilmember Christopher D. Petsas	VOTING ___
Councilmember Sarah A. Salem	VOTING ___

The foregoing resolution was thereupon declared duly adopted.

Approved: ____________________, 2019

____

Robert G. Rolison
Mayor

EXHIBIT A
Summary of Aggregate Outstanding Principal Amounts

[See Attached Principal Maturity Schedules]

1. Series 2005A $1,855,000 maturing serially 2019 to 2024
2. Series 2006A $3,625,000 maturing serially 2019 to 2024
3. Series 2007A $2,300,000 maturing serially 2019 to 2023
4. Series 2008A $3,275,000 maturing serially 2019 to 2028
5. Series 2011A $8,430,000 maturing serially 2019 to 2031

EXHIBIT B

Refunding Financial Plan

[See attached refunding plan schedules]

1. Sources and Uses
2. Refunding Summary
3. Refunding Bonds Pricing Summary including Underwriter's Discount
4. Refunding Bonds Debt Service Schedule (Semiannual)
5. Summary of Bonds Refunded
6. Escrow Fund Cash Flow
7. Refunding Present Value Analysis by Maturity

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She 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 18th day of March, 2019 and entitled:

REFUNDING BOND RESOLUTION DATED MARCH 18, 2019

AN AMENDED AND RESTATED RESOLUTION AUTHORIZING THE ISSUANCE OF REFUNDING BONDS OF THE CITY OF POUGHKEEPSIE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,500,000 PURSUANT TO THE LOCAL FINANCE LAW 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 her hand this ___ day of __________, 2019.

-SEAL-

Deanne Flynn
City Chamberlain

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

$4,630,000 PUBLIC IMPROVEMENT (SERIAL) BOND, SERIES 2005 A

Dated Date: September 1, 2005

Principal Due: September 1, 2006-2024 as shown herein
Interest Due: March 1 and September 1 of each year until maturity commencing March 1, 2006.

BOND MATURITY SCHEDULE

Year	Amount	Rate	Yield or Price	CUSIP #
2006	$160,000	5.50%	2.60%	738629-F25
2007	170,000	5.00	2.75	738629-F33
2008	180,000	4.50	2.90	738629-F41
2009	190,000	5.00	3.00	738629-F58
2010	200,000	3.25	3.05	738629-F66
2011	205,000	3.375	3.15	738629-F74
2012	210,000	3.50	3.25	738629-F82
2013	220,000	3.50	3.35	738629-F90
2014	225,000	3.625	3.45	738629-G24
2015	240,000	4.00	3.55	738629-G32
2016	250,000	3.625	@100	738629-G40
2017	250,000	3.625	3.68	738629-G57
2018	275,000	3.75	@100	738629-G65
2019	275,000	3.75	3.80	738629-G73
2020	295,000	3.75	3.85	738629-G81
2021	300,000	4.00	3.93	738629-G99
2022	315,000	4.00	3.98	738629-H23
2023	330,000	4.00	@100	738629-H31
2024	340,000	4.00	4.02	738629-H49

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by FINANCIAL SECURITY ASSURANCE INC.

FSA.

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

$8,535,000 PUBLIC IMPROVEMENT (SERIAL) BONDS, SERIES 2006 A

Dated Date: July 15, 2006

Principal Due: June 1, 2007-2024 as shown herein
Interest Due: June 1 and December 1 of each year until maturity commencing June 1, 2007.

BOND MATURITY SCHEDULE

Year	Amount	Rate	Yield or Price	CUSIP #
2007	$260,000	4.00%	3.64%	738629-H64
2008	350,000	4.00	3.69	738629-H72
2009	350,000	4.00	3.74	738629-H80
2010	375,000	4.00	3.79	738629-H98
2011	375,000	4.00	3.84	738629-J21
2012	400,000	4.00	3.90	738629-J39
2013	425,000	5.00	4.00	738629-J47
2014	425,000	5.00	4.08	738629-J54
2015	450,000	5.00	4.15	738629-J62
2016	475,000	5.00	4.21	738629-J70
2017	500,000	4.20	4.31	738629-J88
2018	525,000	4.25	4.36	738629-J96
2019	550,000	4.30	4.40	738629-K29
2020	550,000	4.35	4.44	738629-K37
2021	575,000	4.375	4.47	738629-K45
2022	625,000	4.40	4.50	738629-K52
2023	650,000	4.40	4.53	738629-K60
2024	675,000	4.40	4.55	738629-K78

Payment of the principal of and interest on the Bonds when due will be insured by a financial guaranty insurance policy to be issued by Ambac Assurance Corporation simultaneously with the delivery of the Bonds.

Ambac

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

$5,907,930 PUBLIC IMPROVEMENT (SERIAL) BONDS, SERIES 2007 A

Dated Date: July 15, 2007

Principal Due: June 15, 2008-2023 as shown herein
Interest Due: June 15 and December 15 of each year until maturity commencing June 15, 2008.

BOND MATURITY SCHEDULE

Year	Amount	Rate	Yield or Price	CUSIP #
2008	$162,930	4.00%	3.63%	738629-M43
2009	275,000	4.00	3.70	738629-M50
2010	300,000	4.00	3.75	738629-M68
2011	300,000	4.00	3.82	738629-M76
2012	325,000	4.00	3.86	738629-M84
2013	325,000	4.25	3.90	738629-M92
2014	350,000	4.25	3.95	738629-N26
2015	375,000	4.25	4.00	738629-N34
2016	375,000	5.00	4.05	738629-N42
2017	400,000	5.00	4.10	738629-N59
2018	420,000	4.125	4.20	738629-N67
2019	425,000	4.125	4.23	738629-N75
2020	450,000	4.15	4.27	738629-N83
2021	475,000	4.20	4.30	738629-N91
2022	475,000	4.20	4.33	738629-P24
2023	475,000	4.25	4.36	738629-P32

THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE INSURED BY A MUNICIPAL BOND INSURANCE POLICY TO BE ISSUED BY THE MBIA INSURANCE CORPORATION ("MBIA") SIMULTANEOUSLY WITH THE DELIVERY OF THE BONDS.

mbia
WISDOM IN ACTION®

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

$5,350,000 PUBLIC IMPROVEMENT (SERIAL) BONDS, SERIES 2008 A

Dated Date: July 15, 2008

Principal Due: June 15, 2009-2028 as shown herein
Interest Due: June 15 and December 15 of each year until maturity commencing June 15, 2009

BOND MATURITY SCHEDULE

Year	Amount	Rate	Yield or Price	CUSIP #
2009	$100,000	5.00%	2.00%	738629-P81
2010	180,000	3.375	2.30	738629-P99
2011	200,000	3.25	2.60	738629-Q23
2012	200,000	3.25	2.85	738629-Q31
2013	205,000	3.375	3.00	738629-Q49
2014	220,000	5.00	3.20	738629-Q56
2015	225,000	5.00	3.35	738629-Q64
2016	245,000	5.00	3.50	738629-Q72
2017	250,000	5.00	3.60	738629-Q80
2018	250,000	5.00	3.70	738629-Q98
2019	275,000	4.00	3.80	738629-R22
2020	275,000	4.00	3.90	738629-R30
2021	300,000	4.00	@ 100	738629-R48
2022	300,000	4.00	4.05	738629-R55
2023	325,000	4.00	4.10	738629-R63
2024	325,000	4.125	4.15	738629-R71
2025	350,000	4.125	4.20	738629-R89
2026	350,000	4.25	@ 100	738629-R97
2027	375,000	4.25	4.30	738629-S21
2028	400,000	4.25	4.35	738629-S39

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by FINANCIAL SECURITY ASSURANCE INC.

FSA

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

$11,155,000 PUBLIC IMPROVEMENT SERIAL BONDS, SERIES 2011 A

Dated Date: April 20, 2011

Principal Due: June 1, 2012-31, as shown below.
Interest Due: June 1 and December 1 in each year until maturity or earlier redemption, commencing June 1, 2012.

BOND MATURITY SCHEDULE

Year	Amount	Rate	Yield Or Price	CUSIP #
2012	$155,000	5.25%	1.00%	738629 W75
2013	405,000	5.25	1.50	738629 W83
2014	410,000	5.25	2.00	738629 W91
2015	420,000	5.00	2.50	738629 X25
2016	430,000	5.00	3.00	738629 X33
2017	445,000	5.00	3.40	738629 X41
2018	460,000	5.00	3.70	738629 X58
2019	480,000	5.00	3.90	738629 X66
2020	500,000	5.00	4.00	738629 X74
2021	520,000	4.00	4.00	738629 X82
2022	545,000	4.125	@100	738629 X90
2023	575,000	4.25	@100	738629 Y24
2024	600,000	4.375	@100	738629 Y32
2025	635,000	4.50	@100	738629 Y40
2026	665,000	5.00	4.65	738629 Y57
2027	700,000	5.00	4.75	738629 Y65
2028	740,000	5.00	4.85	738629 Y73
2029	780,000	5.00	4.95	738629 Y81
2030	820,000	5.125	5.00	738629 Y99
2031	870,000	5.25	5.00	738629 Z23

EXHIBIT B

Refunding Financial Plan

[See attached refunding plan schedules]

1. Sources and Uses
2. Refunding Summary
3. Refunding Bonds Pricing Summary including Underwriter's Discount
4. Refunding Bonds Debt Service Schedule (Semiannual)
5. Summary of Bonds Refunded
6. Escrow Fund Cash Flow
7. Refunding Present Value Analysis by Maturity

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Total Issue Sources & Uses

Dated 05/01/2019 | Delivered 05/01/2019

	2005A	2006A	2007A	2008A	2011A	Issue Summary
Sources of Funds						
Par Amount of Bonds	$1,785,000.00	$3,525,000.00	$2,265,000.00	$3,095,000.00	$7,935,000.00	$18,605,000.00
Reoffering Premium	117,424.50	226,616.85	112,676.80	284,268.40	807,036.35	1,548,022.90
Total Sources	**$1,902,424.50**	**$3,751,616.85**	**$2,377,676.80**	**$3,379,268.40**	**$8,742,036.35**	**$20,153,022.90**
Uses of Funds						
Deposit to Current Refunding Fund	1,869,531.31	3,697,023.10	2,339,818.38	3,330,566.86	8,614,870.21	19,851,809.86
Total Underwriter's Discount (1.071%)	19,125.34	37,768.47	24,268.25	33,161.26	85,019.25	199,342.57
Costs of Issuance	9,594.19	18,946.52	12,174.15	16,635.31	42,649.83	100,000.00
Rounding Amount	4,173.66	(2,121.24)	1,416.02	(1,095.03)	(502.94)	1,870.47
Total Uses	**$1,902,424.50**	**$3,751,616.85**	**$2,377,676.80**	**$3,379,268.40**	**$8,742,036.35**	**$20,153,022.90**

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Refunding Summary (Total)

Dated 05/01/2019 | Delivered 05/01/2019

	2005A	2006A	2007A	2008A	2011A	Issue Summary
Sources of Funds						
Par Amount of Bonds	$1,785,000.00	$3,525,000.00	$2,265,000.00	$3,095,000.00	$7,935,000.00	$18,605,000.00
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Flow of Funds Detail						
State and Local Government Series (SLGS) rates for	2/20/2019	2/20/2019	2/20/2019	2/20/2019	2/20/2019	2/20/2019
Date of OMP Candidates						
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded	Net Funded	Net Funded	Net Funded
Total Cost of Investments	$1,869,531.31	$3,697,023.10	$2,339,818.38	$3,330,566.86	$8,614,870.21	$19,851,809.86
Interest Earnings @ 2.362%	3,662.44	7,242.53	4,583.74	6,524.63	16,876.67	38,890.01
Total Draws	$1,873,193.75	$3,704,265.63	$2,344,402.12	$3,337,091.49	$8,631,746.88	$19,890,699.87
Issues Refunded and Call Dates						
Series 2005A	5/31/2019					
Series 2006A		5/31/2019				
Series 2007A			5/31/2019			
Series 2008A				5/31/2019		
Series 2011A					5/31/2019	
PV Analysis Summary (Net to Net)						
Net PV Cashflow Savings @ 3.014% (EIC)	43,110.81	119,621.91	39,334.01	129,177.54	680,938.47	1,015,343.15
Contingency or Rounding Amount	4,173.66	(2,121.24)	1,416.02	(1,095.03)	(502.94)	1,870.47
Net Present Value Benefit	$47,284.47	$117,500.67	$40,750.03	$128,082.51	$680,435.53	$1,017,213.62
Net PV Benefit / $19,485,000 Refunded Principal	2.549%	3.241%	1.772%	3.911%	8.072%	5.220%
Net PV Benefit / $18,605,000 Refunding Principal	2.649%	3.333%	1.799%	4.138%	8.575%	5.467%
Bond Statistics						
Average Life	2.739 Years	2.678 Years	2.110 Years	4.899 Years	6.690 Years	4.695 Years
Average Coupon	4.9956533%	4.9947909%	4.9921528%	4.9983238%	4.9990738%	4.9979108%
Net Interest Cost (NIC)	2.9849315%	2.9940135%	3.1421177%	3.3422628%	3.6389908%	3.4540108%
Bond Yield for Arbitrage Purposes	3.0135958%	3.0135958%	3.0135958%	3.0135958%	3.0135958%	3.0135958%
True Interest Cost (TIC)	2.8606786%	2.8697799%	3.0418157%	3.1519648%	3.4148071%	3.2541245%
All Inclusive Cost (AIC)	3.0611748%	3.0749580%	3.3030176%	3.2676343%	3.5027891%	3.3763588%

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Pricing Summary (Total)

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/01/2019	Serial Coupon	4.000%	2.250%	2,190,000.00	100.142%	2,193,109.80
06/01/2020	Serial Coupon	5.000%	2.300%	1,925,000.00	102.870%	1,980,247.50
06/01/2021	Serial Coupon	5.000%	2.410%	2,030,000.00	105.229%	2,136,148.70
06/01/2022	Serial Coupon	5.000%	2.520%	2,130,000.00	107.310%	2,285,703.00
06/01/2023	Serial Coupon	5.000%	2.650%	2,240,000.00	109.036%	2,442,406.40
06/01/2031	Term 1 Coupon	5.000%	3.690%	8,090,000.00	112.675%	9,115,407.50
Total	-	-	-	**$18,605,000.00**	-	**$20,153,022.90**

Bid Information

Par Amount of Bonds	$18,605,000.00
Reoffering Premium or (Discount)	1,548,022.90
Gross Production	$20,153,022.90
Total Underwriter's Discount (1.071%)	$(199,342.57)
Bid (107.249%)	19,953,680.33
Total Purchase Price	$19,953,680.33
Bond Year Dollars	$87,355.42
Average Life	4.695 Years
Average Coupon	4.9979108%
Net Interest Cost (NIC)	3.4540108%
True Interest Cost (TIC)	3.2541245%

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Summary of Underwriter's Discount (Total)

Maturity	Concession	+ Takedown	= Total	Issuance Value	Total Takedown
06/01/2019	-	1.000%	1.000%	2,190,000.00	21,900.00
06/01/2020	-	1.000%	1.000%	1,925,000.00	19,250.00
06/01/2021	-	1.000%	1.000%	2,030,000.00	20,300.00
06/01/2022	-	1.000%	1.000%	2,130,000.00	21,300.00
06/01/2023	-	1.000%	1.000%	2,240,000.00	22,400.00
06/01/2031	-	1.000%	1.000%	8,090,000.00	80,900.00
Total	-	-	-	**$18,605,000.00**	**$186,050.00**

Underwriting Spread Summary

Total Average Takedown (1.000%)	$186,050.00
Total Underwriters Expenses (0.071%)	$13,292.57
TOTAL UNDERWRITING SPREAD (1.071%)	$199,342.57

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Semi-Annual Debt Service Schedule (Total)

Date	Principal	Coupon	Interest	Total P+I
06/01/2019	2,190,000.00	4.000%	75,695.83	2,265,695.83
12/01/2019	-	-	410,375.00	410,375.00
06/01/2020	1,925,000.00	5.000%	410,375.00	2,335,375.00
12/01/2020	-	-	362,250.00	362,250.00
06/01/2021	2,030,000.00	5.000%	362,250.00	2,392,250.00
12/01/2021	-	-	311,500.00	311,500.00
06/01/2022	2,130,000.00	5.000%	311,500.00	2,441,500.00
12/01/2022	-	-	258,250.00	258,250.00
06/01/2023	2,240,000.00	5.000%	258,250.00	2,498,250.00
12/01/2023	-	-	202,250.00	202,250.00
06/01/2024	1,840,000.00	5.000%	202,250.00	2,042,250.00
12/01/2024	-	-	156,250.00	156,250.00
06/01/2025	920,000.00	5.000%	156,250.00	1,076,250.00
12/01/2025	-	-	133,250.00	133,250.00
06/01/2026	950,000.00	5.000%	133,250.00	1,083,250.00
12/01/2026	-	-	109,500.00	109,500.00
06/01/2027	1,005,000.00	5.000%	109,500.00	1,114,500.00
12/01/2027	-	-	84,375.00	84,375.00
06/01/2028	1,075,000.00	5.000%	84,375.00	1,159,375.00
12/01/2028	-	-	57,500.00	57,500.00
06/01/2029	725,000.00	5.000%	57,500.00	782,500.00
12/01/2029	-	-	39,375.00	39,375.00
06/01/2030	765,000.00	5.000%	39,375.00	804,375.00
12/01/2030	-	-	20,250.00	20,250.00
06/01/2031	810,000.00	5.000%	20,250.00	830,250.00
Total	**$18,605,000.00**	-	**$4,365,945.83**	**$22,970,945.83**

Yield Statistics

Bond Year Dollars	$87,355.42
Average Life	4.695 Years
Average Coupon	4.9979108%

Net Interest Cost (NIC)	3.4540108%
True Interest Cost (TIC)	3.2541245%
Bond Yield for Arbitrage Purposes	3.0135958%
All Inclusive Cost (AIC)	3.3763588%

IRS Form 8038

Net Interest Cost	2.8990896%
Weighted Average Maturity	4.823 Years

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

FY Debt Service Comparison (Total)

Part 1 of 2

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
05/01/2019	-	-	-	-	-
06/01/2019	2,265,695.83	2,265,695.83	1,311,012.51	(954,683.32)	-
06/15/2019	-	-	815,475.01	815,475.01	-
09/01/2019	-	-	311,387.50	311,387.50	-
12/01/2019	410,375.00	410,375.00	257,187.51	(153,187.49)	-
12/15/2019	-	-	101,209.38	101,209.38	-
12/31/2019	-	-	-	-	120,201.08
03/01/2020	-	-	31,231.25	31,231.25	-
06/01/2020	2,335,375.00	2,335,375.00	1,307,187.51	(1,028,187.49)	-
06/15/2020	-	-	826,209.38	826,209.38	-
09/01/2020	-	-	326,231.25	326,231.25	-
12/01/2020	362,250.00	362,250.00	232,725.01	(129,524.99)	-
12/15/2020	-	-	86,371.88	86,371.88	-
12/31/2020	-	-	-	-	112,331.28
03/01/2021	-	-	25,700.00	25,700.00	-
06/01/2021	2,392,250.00	2,392,250.00	1,327,725.01	(1,064,524.99)	-
06/15/2021	-	-	861,371.88	861,371.88	-
09/01/2021	-	-	325,700.00	325,700.00	-
12/01/2021	311,500.00	311,500.00	209,746.88	(101,753.12)	-
12/15/2021	-	-	70,396.88	70,396.88	-
12/31/2021	-	-	-	-	116,890.65
03/01/2022	-	-	19,700.00	19,700.00	-
06/01/2022	2,441,500.00	2,441,500.00	1,379,746.88	(1,061,753.12)	-
06/15/2022	-	-	845,396.88	845,396.88	-
09/01/2022	-	-	334,700.00	334,700.00	-
12/01/2022	258,250.00	258,250.00	184,756.25	(73,493.75)	-
12/15/2022	-	-	54,421.88	54,421.88	-
12/31/2022	-	-	-	-	118,971.89
03/01/2023	-	-	13,400.00	13,400.00	-
06/01/2023	2,498,250.00	2,498,250.00	1,409,756.25	(1,088,493.75)	-
06/15/2023	-	-	854,421.88	854,421.88	-
09/01/2023	-	-	343,400.00	343,400.00	-
12/01/2023	202,250.00	202,250.00	158,237.50	(44,012.50)	-
12/15/2023	-	-	37,828.13	37,828.13	-
12/31/2023	-	-	-	-	116,543.76
03/01/2024	-	-	6,800.00	6,800.00	-
06/01/2024	2,042,250.00	2,042,250.00	1,433,237.50	(609,012.50)	-
06/15/2024	-	-	362,828.13	362,828.13	-
09/01/2024	-	-	346,800.00	346,800.00	-
12/01/2024	156,250.00	156,250.00	130,262.50	(25,987.50)	-
12/15/2024	-	-	31,125.00	31,125.00	-
12/31/2024	-	-	-	-	112,553.13
06/01/2025	1,076,250.00	1,076,250.00	765,262.50	(310,987.50)	-

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

FY Debt Service Comparison (Total)

Part 2 of 2

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
06/15/2025	-	-	381,125.00	381,125.00	-
12/01/2025	133,250.00	133,250.00	115,975.00	(17,275.00)	-
12/15/2025	-	-	23,906.25	23,906.25	-
12/31/2025	-	-	-	-	76,768.75
06/01/2026	1,083,250.00	1,083,250.00	780,975.00	(302,275.00)	-
06/15/2026	-	-	373,906.25	373,906.25	-
12/01/2026	109,500.00	109,500.00	99,350.00	(10,150.00)	-
12/15/2026	-	-	16,468.75	16,468.75	-
12/31/2026	-	-	-	-	77,950.00
06/01/2027	1,114,500.00	1,114,500.00	799,350.00	(315,150.00)	-
06/15/2027	-	-	391,468.75	391,468.75	-
12/01/2027	84,375.00	84,375.00	81,850.00	(2,525.00)	-
12/15/2027	-	-	8,500.00	8,500.00	-
12/31/2027	-	-	-	-	82,293.75
06/01/2028	1,159,375.00	1,159,375.00	821,850.00	(337,525.00)	-
06/15/2028	-	-	408,500.00	408,500.00	-
12/01/2028	57,500.00	57,500.00	63,350.00	5,850.00	-
12/31/2028	-	-	-	-	76,825.00
06/01/2029	782,500.00	782,500.00	843,350.00	60,850.00	-
12/01/2029	39,375.00	39,375.00	43,850.00	4,475.00	-
12/31/2029	-	-	-	-	65,325.00
06/01/2030	804,375.00	804,375.00	863,850.00	59,475.00	-
12/01/2030	20,250.00	20,250.00	22,837.50	2,587.50	-
12/31/2030	-	-	-	-	62,062.50
06/01/2031	830,250.00	830,250.00	892,837.50	62,587.50	-
12/31/2031	-	-	-	-	62,587.50
Total	**$22,970,945.83**	**$22,970,945.83**	**$24,172,250.12**	**$1,201,304.29**	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,015,343.15
Net PV Cashflow Savings @ 3.014% (EIC)	1,015,343.15
Contingency or Rounding Amount	1,870.47
Net Present Value Benefit	$1,017,213.62
Net PV Benefit / $19,485,000 Refunded Principal	5.220%
Net PV Benefit / $18,605,000 Refunding Principal	5.467%

Refunding Bond Information

Refunding Dated Date	5/01/2019
Refunding Delivery Date	5/01/2019

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Summary of Bonds Refunded (Total)

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 3/01/2019 | Delivered 3/01/2019							
Series 2005A	09/01/2019	Serial	Coupon	3.750%	275,000	05/31/2019	100.000%
Series 2005A	09/01/2020	Serial	Coupon	3.750%	295,000	05/31/2019	100.000%
Series 2005A	09/01/2021	Serial	Coupon	4.000%	300,000	05/31/2019	100.000%
Series 2005A	09/01/2022	Serial	Coupon	4.000%	315,000	05/31/2019	100.000%
Series 2005A	09/01/2023	Serial	Coupon	4.000%	330,000	05/31/2019	100.000%
Series 2005A	09/01/2024	Serial	Coupon	4.000%	340,000	05/31/2019	100.000%
Subtotal	-			-	**$1,855,000**	-	-
	-			-	-	-	-
Dated 12/01/2018 | Delivered 12/01/2018							
Series 2006A	06/01/2019	Serial	Coupon	4.300%	550,000	05/31/2019	100.000%
Series 2006A	06/01/2020	Serial	Coupon	4.350%	550,000	05/31/2019	100.000%
Series 2006A	06/01/2021	Serial	Coupon	4.375%	575,000	05/31/2019	100.000%
Series 2006A	06/01/2022	Serial	Coupon	4.400%	625,000	05/31/2019	100.000%
Series 2006A	06/01/2023	Serial	Coupon	4.400%	650,000	05/31/2019	100.000%
Series 2006A	06/01/2024	Serial	Coupon	4.400%	675,000	05/31/2019	100.000%
Subtotal	-			-	**$3,625,000**	-	-
	-			-	-	-	-
Dated 12/15/2018 | Delivered 12/15/2018							
Series 2007A	06/15/2019	Serial	Coupon	4.125%	425,000	05/31/2019	100.000%
Series 2007A	06/15/2020	Serial	Coupon	4.150%	450,000	05/31/2019	100.000%
Series 2007A	06/15/2021	Serial	Coupon	4.200%	475,000	05/31/2019	100.000%
Series 2007A	06/15/2022	Serial	Coupon	4.200%	475,000	05/31/2019	100.000%
Series 2007A	06/15/2023	Serial	Coupon	4.250%	475,000	05/31/2019	100.000%
Subtotal	-			-	**$2,300,000**	-	-
	-			-	-	-	-
Dated 12/15/2018 | Delivered 12/15/2018							
Series 2008A	06/15/2019	Serial	Coupon	4.000%	275,000	05/31/2019	100.000%
Series 2008A	06/15/2020	Serial	Coupon	4.000%	275,000	05/31/2019	100.000%
Series 2008A	06/15/2021	Serial	Coupon	4.000%	300,000	05/31/2019	100.000%
Series 2008A	06/15/2022	Serial	Coupon	4.000%	300,000	05/31/2019	100.000%
Series 2008A	06/15/2023	Serial	Coupon	4.000%	325,000	05/31/2019	100.000%
Series 2008A	06/15/2024	Serial	Coupon	4.125%	325,000	05/31/2019	100.000%
Series 2008A	06/15/2025	Serial	Coupon	4.125%	350,000	05/31/2019	100.000%
Series 2008A	06/15/2026	Serial	Coupon	4.250%	350,000	05/31/2019	100.000%
Series 2008A	06/15/2027	Serial	Coupon	4.250%	375,000	05/31/2019	100.000%
Series 2008A	06/15/2028	Serial	Coupon	4.250%	400,000	05/31/2019	100.000%
Subtotal	-			-	**$3,275,000**	-	-
	-			-	-	-	-
Dated 12/01/2018 | Delivered 12/01/2018							
Series 2011A	06/01/2019	Serial	Coupon	5.000%	480,000	05/31/2019	100.000%
Series 2011A	06/01/2020	Serial	Coupon	5.000%	500,000	05/31/2019	100.000%
Series 2011A	06/01/2021	Serial	Coupon	4.000%	520,000	05/31/2019	100.000%
Series 2011A	06/01/2022	Serial	Coupon	4.125%	545,000	05/31/2019	100.000%
Series 2011A	06/01/2023	Serial	Coupon	4.250%	575,000	05/31/2019	100.000%
Series 2011A	06/01/2024	Serial	Coupon	4.375%	600,000	05/31/2019	100.000%
Series 2011A	06/01/2025	Serial	Coupon	4.500%	635,000	05/31/2019	100.000%
Series 2011A	06/01/2026	Serial	Coupon	5.000%	665,000	05/31/2019	100.000%
Series 2011A	06/01/2027	Serial	Coupon	5.000%	700,000	05/31/2019	100.000%
Series 2011A	06/01/2028	Serial	Coupon	5.000%	740,000	05/31/2019	100.000%
Series 2011A	06/01/2029	Serial	Coupon	5.000%	780,000	05/31/2019	100.000%
Series 2011A	06/01/2030	Serial	Coupon	5.125%	820,000	05/31/2019	100.000%
Series 2011A	06/01/2031	Serial	Coupon	5.250%	870,000	05/31/2019	100.000%
Subtotal	-			-	**$8,430,000**	-	-
Total	-			-	**$19,485,000**	-	-

City of Poughkeepsie

Dutchess County, New York
Public Improvement Refunding Bonds, Series 2019 A
Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Current Refunding Escrow Fund Cash Flow (Total)

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
05/01/2019	-	-	-	0.86	-	0.86
05/31/2019	19,851,809.00	2.390%	38,890.01	19,890,699.01	19,890,699.87	-
Total	**$19,851,809.00**	**-**	**$38,890.01**	**$19,890,699.87**	**$19,890,699.87**	**-**

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.86
Cost of Investments Purchased with Bond Proceeds	19,851,809.00
Total Cost of Investments	$19,851,809.86
Target Cost of Investments at bond yield	$19,841,182.10
Actual positive or (negative) arbitrage	(10,627.76)
Yield to Receipt	2.3623625%
Yield for Arbitrage Purposes	3.0135958%

City of Poughkeepsie
Dutchess County, New York
Public Improvement Refunding Bonds, Series 2019 A
Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Refunding Analysis By Maturity

Maturity	Type of Bond	Coupon	Principal	Call Date	Savings	Percent	Cumulative	Total %
Series 2005A								
09/01/2019	Serial Coupon	3.750%	275,000	05/31/2019	19	0.007%	28,157	1.518%
09/01/2020	Serial Coupon	3.750%	295,000	05/31/2019	1,083	0.367%	28,138	1.781%
09/01/2021	Serial Coupon	4.000%	300,000	05/31/2019	3,754	1.251%	27,055	2.105%
09/01/2022	Serial Coupon	4.000%	315,000	05/31/2019	5,714	1.814%	23,300	2.366%
09/01/2023	Serial Coupon	4.000%	330,000	05/31/2019	7,781	2.358%	17,587	2.625%
09/01/2024	Serial Coupon	4.000%	340,000	05/31/2019	9,805	2.884%	9,805	2.884%
Subtotal		-	**$1,855,000**	-	**$28,157**	**1.518%**	**$28,157**	**1.518%**
-		-	-	-	-	-	-	-
Series 2006A								
06/01/2019	Serial Coupon	4.300%	550,000	05/31/2019	-467	-0.085%	87,262	2.407%
06/01/2020	Serial Coupon	4.350%	550,000	05/31/2019	4,741	0.862%	87,729	2.853%
06/01/2021	Serial Coupon	4.375%	575,000	05/31/2019	10,497	1.825%	82,988	3.287%
06/01/2022	Serial Coupon	4.400%	625,000	05/31/2019	17,527	2.804%	72,492	3.718%
06/01/2023	Serial Coupon	4.400%	650,000	05/31/2019	24,081	3.705%	54,965	4.148%
06/01/2024	Serial Coupon	4.400%	675,000	05/31/2019	30,884	4.575%	30,884	4.575%
Subtotal		-	**$3,625,000**	-	**$87,262**	**2.407%**	**$87,262**	**2.407%**
-		-	-	-	-	-	-	-
Series 2007A								
06/15/2019	Serial Coupon	4.125%	425,000	05/31/2019	-239	-0.056%	35,986	1.565%
06/15/2020	Serial Coupon	4.150%	450,000	05/31/2019	3,132	0.696%	36,226	1.932%
06/15/2021	Serial Coupon	4.200%	475,000	05/31/2019	7,221	1.520%	33,093	2.322%
06/15/2022	Serial Coupon	4.200%	475,000	05/31/2019	10,774	2.268%	25,873	2.723%
06/15/2023	Serial Coupon	4.250%	475,000	05/31/2019	15,098	3.179%	15,098	3.179%
Subtotal		-	**$2,300,000**	-	**$35,986**	**1.565%**	**$35,986**	**1.565%**
-		-	-	-	-	-	-	-
Series 2008A								
06/15/2019	Serial Coupon	4.000%	275,000	05/31/2019	-168	-0.061%	109,647	3.348%
06/15/2020	Serial Coupon	4.000%	275,000	05/31/2019	1,498	0.545%	109,815	3.660%
06/15/2021	Serial Coupon	4.000%	300,000	05/31/2019	3,391	1.130%	108,317	3.975%
06/15/2022	Serial Coupon	4.000%	300,000	05/31/2019	5,091	1.697%	104,926	4.327%
06/15/2023	Serial Coupon	4.000%	325,000	05/31/2019	7,295	2.245%	99,835	4.698%
06/15/2024	Serial Coupon	4.125%	325,000	05/31/2019	10,880	3.348%	92,539	5.141%
06/15/2025	Serial Coupon	4.125%	350,000	05/31/2019	13,869	3.963%	81,659	5.536%
06/15/2026	Serial Coupon	4.250%	350,000	05/31/2019	18,664	5.333%	67,790	6.026%
06/15/2027	Serial Coupon	4.250%	375,000	05/31/2019	22,514	6.004%	49,126	6.339%
06/15/2028	Serial Coupon	4.250%	400,000	05/31/2019	26,612	6.653%	26,612	6.653%
Subtotal		-	**$3,275,000**	-	**$109,647**	**3.348%**	**$109,647**	**3.348%**
-		-	-	-	-	-	-	-
Series 2011A								
06/01/2019	Serial Coupon	5.000%	480,000	05/31/2019	-409	-0.085%	736,705	8.739%
06/01/2020	Serial Coupon	5.000%	500,000	05/31/2019	7,469	1.494%	737,113	9.272%
06/01/2021	Serial Coupon	4.000%	520,000	05/31/2019	5,763	1.108%	729,644	9.794%
06/01/2022	Serial Coupon	4.125%	545,000	05/31/2019	11,054	2.028%	723,881	10.446%
06/01/2023	Serial Coupon	4.250%	575,000	05/31/2019	18,109	3.149%	712,827	11.164%
06/01/2024	Serial Coupon	4.375%	600,000	05/31/2019	26,770	4.462%	694,718	11.957%
06/01/2025	Serial Coupon	4.500%	635,000	05/31/2019	37,814	5.955%	667,948	12.821%
06/01/2026	Serial Coupon	5.000%	665,000	05/31/2019	66,062	9.934%	630,134	13.773%
06/01/2027	Serial Coupon	5.000%	700,000	05/31/2019	78,282	11.183%	564,072	14.426%
06/01/2028	Serial Coupon	5.000%	740,000	05/31/2019	91,695	12.391%	485,790	15.134%
06/01/2029	Serial Coupon	5.000%	780,000	05/31/2019	105,763	13.559%	394,095	15.955%
06/01/2030	Serial Coupon	5.125%	820,000	05/31/2019	129,777	15.827%	288,332	17.061%
06/01/2031	Serial Coupon	5.250%	870,000	05/31/2019	158,555	18.225%	158,555	18.225%
Subtotal		-	**$8,430,000**	-	**$736,705**	**8.739%**	**$736,705**	**8.739%**
Total		-	**$19,485,000**	-	**$997,758**	**5.121%**	**$997,758**	**5.121%**

Adjustments To Escrow Definition

Proposed Refunding Date	5/01/2019
Present Value Savings Discount Rate	3.3763588%

City of Poughkeepsie

Dutchess County, New York

Public Improvement Refunding Bonds, Series 2019 A

Current Refunding of 2005A, 2006A, 2007A, 2008A & 2011A

Refunding Analysis By Maturity

ISSUE	Maturity	Type	of Bond	Coupon	Principal	Call Date	Savings	Percent	Cumulative	Total %
Series 2011A	06/01/2031	Serial	Coupon	5.250%	870,000	05/31/2019	158,555	18.225%	158,555	18.225%
Series 2011A	06/01/2030	Serial	Coupon	5.125%	820,000	05/31/2019	129,777	15.827%	288,332	17.061%
Series 2011A	06/01/2029	Serial	Coupon	5.000%	780,000	05/31/2019	105,763	13.559%	394,095	15.955%
Series 2011A	06/01/2028	Serial	Coupon	5.000%	740,000	05/31/2019	91,695	12.391%	485,790	15.134%
Series 2011A	06/01/2027	Serial	Coupon	5.000%	700,000	05/31/2019	78,282	11.183%	564,072	14.426%
Series 2011A	06/01/2026	Serial	Coupon	5.000%	665,000	05/31/2019	66,062	9.934%	630,134	13.773%
Series 2008A	06/15/2028	Serial	Coupon	4.250%	400,000	05/31/2019	26,612	6.653%	656,746	13.201%
Series 2008A	06/15/2027	Serial	Coupon	4.250%	375,000	05/31/2019	22,514	6.004%	679,260	12.696%
Series 2011A	06/01/2025	Serial	Coupon	4.500%	635,000	05/31/2019	37,814	5.955%	717,074	11.981%
Series 2008A	06/15/2026	Serial	Coupon	4.250%	350,000	05/31/2019	18,664	5.333%	735,738	11.614%
Series 2006A	06/01/2024	Serial	Coupon	4.400%	675,000	05/31/2019	30,884	4.575%	766,622	10.936%
Series 2011A	06/01/2024	Serial	Coupon	4.375%	600,000	05/31/2019	26,770	4.462%	793,392	10.426%
Series 2008A	06/15/2025	Serial	Coupon	4.125%	350,000	05/31/2019	13,869	3.963%	807,262	10.141%
Series 2006A	06/01/2023	Serial	Coupon	4.400%	650,000	05/31/2019	24,081	3.705%	831,342	9.656%
Series 2008A	06/15/2024	Serial	Coupon	4.125%	325,000	05/31/2019	10,880	3.348%	842,222	9.426%
Series 2007A	06/15/2023	Serial	Coupon	4.250%	475,000	05/31/2019	15,098	3.179%	857,320	9.111%
Series 2011A	06/01/2023	Serial	Coupon	4.250%	575,000	05/31/2019	18,109	3.149%	875,430	8.767%
Series 2005A	09/01/2024	Serial	Coupon	4.000%	340,000	05/31/2019	9,805	2.884%	885,235	8.574%
Series 2006A	06/01/2022	Serial	Coupon	4.400%	625,000	05/31/2019	17,527	2.804%	902,762	8.244%
Series 2005A	09/01/2023	Serial	Coupon	4.000%	330,000	05/31/2019	7,781	2.358%	910,543	8.072%
Series 2007A	06/15/2022	Serial	Coupon	4.200%	475,000	05/31/2019	10,774	2.268%	921,318	7.838%
Series 2008A	06/15/2023	Serial	Coupon	4.000%	325,000	05/31/2019	7,295	2.245%	928,613	7.687%
Series 2011A	06/01/2022	Serial	Coupon	4.125%	545,000	05/31/2019	11,054	2.028%	939,667	7.443%
Series 2006A	06/01/2021	Serial	Coupon	4.375%	575,000	05/31/2019	10,497	1.825%	950,164	7.198%
Series 2005A	09/01/2022	Serial	Coupon	4.000%	315,000	05/31/2019	5,714	1.814%	955,878	7.073%
Series 2008A	06/15/2022	Serial	Coupon	4.000%	300,000	05/31/2019	5,091	1.697%	960,968	6.956%
Series 2007A	06/15/2021	Serial	Coupon	4.200%	475,000	05/31/2019	7,221	1.520%	968,189	6.775%
Series 2011A	06/01/2020	Serial	Coupon	5.000%	500,000	05/31/2019	7,469	1.494%	975,658	6.597%
Series 2005A	09/01/2021	Serial	Coupon	4.000%	300,000	05/31/2019	3,754	1.251%	979,413	6.490%
Series 2008A	06/15/2021	Serial	Coupon	4.000%	300,000	05/31/2019	3,391	1.130%	982,804	6.386%
Series 2011A	06/01/2021	Serial	Coupon	4.000%	520,000	05/31/2019	5,763	1.108%	988,567	6.213%
Series 2006A	06/01/2020	Serial	Coupon	4.350%	550,000	05/31/2019	4,741	0.862%	993,308	6.035%
Series 2007A	06/15/2020	Serial	Coupon	4.150%	450,000	05/31/2019	3,132	0.696%	996,440	5.893%
Series 2008A	06/15/2020	Serial	Coupon	4.000%	275,000	05/31/2019	1,498	0.545%	997,938	5.807%
Series 2005A	09/01/2020	Serial	Coupon	3.750%	295,000	05/31/2019	1,083	0.367%	999,021	5.715%
Series 2005A	09/01/2019	Serial	Coupon	3.750%	275,000	05/31/2019	19	0.007%	999,040	5.627%
Series 2007A	06/15/2019	Serial	Coupon	4.125%	425,000	05/31/2019	-239	-0.056%	998,801	5.494%
Series 2008A	06/15/2019	Serial	Coupon	4.000%	275,000	05/31/2019	-168	-0.061%	998,633	5.411%
Series 2006A	06/01/2019	Serial	Coupon	4.300%	550,000	05/31/2019	-467	-0.085%	998,166	5.252%
Series 2011A	06/01/2019	Serial	Coupon	5.000%	480,000	05/31/2019	-409	-0.085%	997,758	5.121%
	-	-	-	-	**$19,485,000**	-	**$997,758**	-	-	-

Adjustments To Escrow Definition

Proposed Refunding Date	5/01/2019
Present Value Savings Discount Rate	3.3763588%

RESOLUTION SCHEDULING AN OVERSIGHT HEARING ON POLICING, CRIME REDUCTION, AND POLICE-COMMUNITY RELATIONS IN THE CITY OF POUGHKEEPSIE

(R19-41)

INTRODUCED BY COUNCILMEMBERS PETSAS, SALEM, BRANNEN, AND CHERRY:

WHEREAS, the health, safety, and security of our residents and community must be a key priority of the Common Council and administration; and

WHEREAS, the City of Poughkeepsie has seen an increase in visible criminal incidents over the past year; and

WHEREAS, high or increased levels of crime have been proven to contribute to lower levels of civic engagement, lower property values, increased outmigration, and economic stagnation; and

WHEREAS, residents of the City of Poughkeepsie deserve a concerted effort by local officials and our police department to address the city's high crime rate; and

WHEREAS, crime is not only a policing issue, but a community, social, and economic issue for a city; and

WHEREAS, crime reduction requires trusting and positive relations between police and members of the community; and

WHEREAS, the Common Council and Mayor approved an increase in police department compensation as part of a staff retention plan in 2018 to improve upon the police department's resources; and

WHEREAS, the Mayor and police department committed to purchasing body cameras for police officers, diversifying the police force, and improving upon complaint handling processes; and

WHEREAS, the Common Council is desirous of receiving information in an Oversight Hearing regarding the police department's efforts on staff retention, crime reduction, diversifying the police force, procuring body cameras, and improving upon complaint handing processes; and

WHEREAS, the Common Council has the authority under the City of Poughkeepsie Charter to hold legislative oversight hearings and request testimony of the executive, non-governmental experts, and members of the community;

NOW, THEREFORE

BE IT RESOLVED, that the City of Poughkeepsie Common Council shall hold an Oversight Hearing on Policing, Crime Reduction, and Police-Community Relations at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at **6:30 P.M.** on **Monday, April 29, 2019**; and be it further

RESOLVED, that the City of Poughkeepsie Common Council requests the police department furnish at the aforementioned Oversight Hearing the following information: the number of police officers on active duty each year for ten years, successes and challenges in retaining current and attracting new officers, the number of violent crimes and property crimes committed each year for ten years in the City of Poughkeepsie, the comparable crime statistics in neighboring jurisdictions, the current status of procurement of body cameras, the current racial and gender demographics of the police department and efforts to recruit a more diverse workforce, the current process for filing civilian complaints against officers, the number of complaints filed each year for the past three years, and the disposition of those complaints; and be it further

RESOLVED, that the City Chamberlain publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said Oversight Hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER ______________________________

Community Choice Aggregation Memorandum of Understanding
(revised March 7, 2019)

This Community Choice Aggregation Memorandum of Understanding ("**MOU**") is entered into by and between Joule Assets, Inc., a Delaware corporation ("**Joule**" or "**Program Administrator**"), and the City of Poughkeepsie ("**Municipality**") as of the _____day of ______, 2018 (the "**Effective Date**").

1. **Background:**
    a. Effective April 21, 2016, the New York State Public Service Commission ("**Commission**") issued an "Order Authorizing Framework for Community Choice Aggregation Opt-Out Program" in Case #14-M-0224 "authoriz[ing] the establishment of CCA programs by municipalities statewide" (the "**CCA Framework Order**").
    b. Effective March 16, 2018, the Commission issued an Order Approving Joule Assets' Community Choice Aggregation Program with Modifications" (the "**Joule Plan**") in Case #14-M-0224 "approv[ing] Joule's proposed CCA program, with modifications" (the "**Joule Order**").
    c. On March 19, 2018, the Municipality has adopted Local Law# 2 of 2018 entitled, Local Law Authorizing the Establishment of a Community Choice Aggregation Program (the "**Municipal Program**").
    d. After the issuance of a Request for Proposals, the City of Poughkeepsie has selected Joule to act as Municipality's program administrator and the Municipality intends to engage the services of Joule as Program Administrator for the Program (the "**Program Administrator Agreement**").
    e. As Program Administrator, Joule will perform a variety of functions for Municipality including: (i) preparing, submitting and obtaining approval by the Commission of the Joule Plan; (ii) obtaining anonymized aggregate consumption data from the Distribution Utility (as defined herein) as needed to solicit electricity supply bids; (iii) prequalifying of, and obtaining soliciting indicative pricing from, Competitive Suppliers (as defined herein); and (iv) with the assistance of Joule's local organizer, organizing and executing a broad public outreach and education campaign in the Municipality, and reporting such efforts to the Commission.
    f. To launch the Municipal Program, Municipality and Joule seek to obtain competitive electricity supply bids from electricity suppliers that will lead to an Electricity Supply Agreement (in the form attached as Exhibit 1) ("**Supply Agreement**") with a bidder selected in accordance with this MOU.
    g. Municipality and Joule enter into this MOU to (i) confirm that Joule will serve as Program Administrator for the Program in relation to the Supply Agreement; (ii) authorize the execution of a Program Administrator Agreement; and to (iii) obtain the parties' agreement that each will execute a Supply Agreement with a selected bidder subject to the terms and condition of this MOU.

2. **Definitions:** Defined terms have the meanings ascribed elsewhere in this MOU or as follows:

a. **Bid Review**: An assessment by Joule of each Competitive Supplier's response to be performed by, or paid for, by Joule. For each Competitive Supplier's response, such assessment will include a determination of (i) the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier, and (ii) whether such supplier has provided a Compliant Bid.

b. **Community Choice Aggregation Program**: A municipal energy procurement program that replaces the incumbent Distribution Utility as the default supplier for Default Consumers within the Municipality.

c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electricity for customers located in the Municipality in connection with this Program.

d. **Compliant Bid:** An electricity supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the Supply Agreement. A Compliant Bid price must be inclusive of fees due to Program Administrator. Compliant Bids must meet one of the following criteria:
    i. the default bid price is guaranteed to be not less than $.0005 below the Distribution Utility price for the specified customer class, within the specified utility defined zone, in each calendar month or monthly billing period; or
    ii. the default price is fixed at a level that is less than the average Distribution Utility price for the same customer class, within the same utility defined zone, over the Preceding Twelve-Month Period (as defined below).

e. **Default Consumers:** Residential and non-demand commercial customers of electricity who are purchasing electricity from the Distribution Utility at the time immediately prior to the execution of the Supply Agreement, and will be enrolled in the Municipal Program unless they opt-out.

f. **Distribution Utility:** Central Hudson Gas & Electric Corp.

g. **Preceding Twelve-Month Period**: For purposes of evaluating a Compliant Bid, the most recent twelve-month period for which the applicable information is available.

3. **Roles and Responsibilities of Joule**:

a. Joule reaffirms its obligations under the Program Administrator Agreement.

b. Prior to execution of the Supply Agreement, Joule will manage the energy procurement bidding process including:
    i. the notification of prequalified firms seeking to be the Competitive Supplier;
    ii. the Request for Proposals ("RFP") process from preparation of the content, to publication of the RFP, to management of firms responding to the RFP;
    iii. the final preparation of the Supply Agreement that will be included in the RFP;
    iv. the acceptance and secure opening of the responses to the RFP; and
    v. the Bid Review.

c. Joule agrees to fulfill other responsibilities as may reasonably adhere to implementation of the Municipal Program, subject to the Program Administrator's contractual or other legal obligation to act at the direction, and in best interests, of the Municipality.

4. **Roles and Responsibilities of the Municipality**:
    a. Municipality abide by its obligations under the Program Administrator Agreement.
    b. Municipality agrees to establish participation by Municipality in a Community Choice Aggregation Program that will be managed on its behalf by Joule under the terms set for in this MOU, the Program Administrator Agreement, and in the Supply Agreement, if and as executed.

5. **Roles and Responsibilities of each Party**:

    a. Each Party agrees to execute the Supply Agreement subject to the conditions of review and approval described in this MOU in a timely fashion subject to the condition that:

    i. the Competitive Supplier is deemed creditworthy for the duration of the Supply Agreement as determined by the Bid Review, <u>or</u> the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those provided by a creditworthy Competitive Supplier as defined in this MOU, by the Bid Review, <u>and</u>
    ii. the Competitive Supplier's response to the RFP is deemed a Compliant Bid in accordance with this MOU_by the Bid Review.

    b. Each Party agrees to perform its obligations under and otherwise comply with the Supply Agreement if and when executed.

6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of May 31, 2019 or the date on which the Supply Agreement is signed by all three counterparties to the Supply Agreement (i.e., the parties hereto and the chosen Competitive Supplier). Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the Supply Agreement attached hereto as <u>Exhibit 1</u>.

7. **Miscellaneous:** The undersigned represents and warrants that he/she has the authority to enter into this MOU on behalf of the applicable party.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF UNDERSTANDING as of the Effective Date.

CITY OF POUGHKEEPSIE

Signature of Authorized Individual By: ____________________

Name of Authorized Individual ROBERT G. ROLISON

Title of Authorized Individual MAYOR

Address: 62 Civic Center Plaza

Poughkeepsie, New York 12601

Telephone(s): (845) 451-4200

Email: mayor@cityofpoughkeepsie.com

JOULE ASSETS INC.

Signature of Authorized Individual By: ____________________

Name of Authorized Individual ____________________

Title of Authorized Individual ____________________

Address: ____________________

____

Telephone(s): ____________________

Email: ____________________

Address for Notices (if different):

Attachments:
Exhibit 1, Electricity Supply Agreement

RESOLUTION

R-19-XX

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH JOULE ASSETS, INC. REGARDING COMMUNITY CHOICE AGGREGATION PROGRAM

INTRODUCED BY COUNCILMEMBER SALEM________________________:

WHEREAS, pursuant to Local Law LL-18-2 adopted on March 19, 2018, the City of Poughkeepsie Common Council enacted a local law to establish a Community Choice Aggregation Program (the, "CCA Program"); and

WHEREAS, the City issued a Request for Proposal ("RFP") seeking a qualified Municipal Program Administrator and based on the results has selected Joule Assets, Inc. ("Joule"); and

WHEREAS, the City is desirous of entering into a Municipal Energy Services Agreement with Joule with respect to the CCA Program which would allow the City to participate in a program to procure energy supply for residents within the City from energy services companies for the residents of the City, with Joule Assets, Inc. as Program Manager; and

WHEREAS, to launch the CCA Program, the City and Joule seek to obtain competitive electricity supply bids from electricity suppliers that will lead to the execution of an Electricity Supply Agreement (the "Supply Agreement") with a bidder selected in accordance with the terms and conditions of a Memorandum of Understanding between the City and Joule (the "MOU"); and

WHEREAS, the City and Joule are seeking to enter into the MOU to: (i) confirm that Joule will serve as Program Administrator for the CCA Program in relation to the Supply Agreement; (ii) authorizing the execution of a Program Administrator Agreement; and (iii) obtain the parties' agreement that each will execute a Supply Agreement with a selected bidder, subject to the terms and conditions in the MOU.

NOW THEREFORE, BE IT RESOLVED, that, the Mayor of the City of Poughkeepsie or the City Administrator is authorized to execute the attached MOU and take other actions necessary in furtherance of the City's participation in the CCA Program; and

BE IT FURTHER RESOLVED, that the Mayor or City Administrator is authorized to execute an Electricity Supply Agreement, in the form attached as Exhibit "1" to the Memorandum of Understanding, subject to further review and revision by the City Corporation Counsel, which Electricity Supply Agreement authorizes Joule to accept bids for energy services for the City so long as the minimum requirements set forth in the MOU and Electricity Supply Agreement are satisfied; and

BE IT FURTHER RESOLVED, that the Mayor or City Administrator is authorized to execute a Program Administrator Agreement with Joule in form and substance that is consistent with the Request for Proposal issued by the City and acceptable to the Corporation Counsel.

SECONDED BY ____.

Updates from Joule Assets, as CCA Administrators;

- Conducted extensive public outreach, and meeting with key stakeholder groups, community leaders, and media outlets. See the attached outreach report.

- Pre-qualification of electricity suppliers and collection of indicative pricing through a Request for Qualifications. We received responses from 9 potential suppliers, and have pre-qualified 7. Indicative pricing is promising, though non-binding at this stage. As a result, our goal is to move to RFP to lock in advantageous rates.

- Partnership negotiations with clean energy power plants and developers of local community solar projects. Residents and small businesses in participating communities will be offered clean energy subscriptions providing guaranteed savings on their electric bills.

NEXT STEPS: Finalize the **MOU** defining Program roles and bid compliance specs, and supply contract (**ESA**) for the upcoming RFP to suppliers.

What's attached?

- Public Outreach Report
- A memo describing the documents and their functions.
- Memorandum of Understanding (MOU) with Joule defining Program roles and compliance criteria for energy procurement AND an Electric Supply Agreement (ESA) describing terms of service, roles and responsibilities for Supplier, Municipality, Administrator. ***To be executed if and only if we receive a bid(s) that comply with the criteria defined in the MOU.***
- Resolution for the Common Council to approve the MOU and ESA.

Memorandum

TO: City of Poughkeepsie Common Council
FROM: Councilmember Sarah Salem
RE: Community Choice Aggregation Program Memorandum of Understanding and Electricity Supply Agreement
DATE: March 12, 2019

Please find attached a Resolution to approve a Memorandum of Understanding (MOU) relating to the implementation of the Community Choice Aggregation Program (CCA Program) in the City of Poughkeepsie.

As stated in the MOU, the City will only execute and initiate engagement in the CCA Program if Joule is able to secure a "compliant bid" as defined in the following MOU. It is also stated that Joule must provide information about the "compliant bid" price to the City Council before execution occurs.

This resolution approving the MOU DOES NOT initiate the program, however, without it, we would not be able to receive information about "compliant bids", as set forth in the MOU agreement.

The Memorandum of Understanding confirms that the City will:

1. Participate in the CCA Program to be managed on its behalf by Joule Assets, Inc. ("Joule") as Program Manager pursuant to an Electricity Supply Agreement ("Supply Agreement"), the form of which is attached to the MOU as Exhibit "1".

2. Agree to execute the Supply Agreement, subject to certain conditions of review and approval as set forth in the MOU and the Supply Agreement.

3. Agree to adhere to the terms and conditions of the Supply Agreement *in the event it is executed*.

As set forth in the MOU, the City will only be required to execute the Supply Agreement in the event:

1. Joule secures a "compliant bid" as defined in the MOU. Joule will be available to provide information about the compliant bid price to the City Council.

2. A consumer may "opt out" of the CCA Program at any time, without penalty or charge.

3. The electricity supplier is determined as having the creditworthiness and overall financial capability to meet its obligations under the Supply Agreement.

What is a “Compliant Bid”?

Compliant Bid: An electricity supply bid from a Competitive Supplier that meets the requirements specified in attached MOU and the Supply Agreement. A Compliant Bid price must be inclusive of fees due to Program Administrator.

Compliant Bids must meet one of the following criteria:

i. the default bid price is guaranteed to be not less than $.0005 below the Distribution Utility price for the specified customer class, within the specified utility defined zone, in each calendar month or monthly billing period; or

ii. the default price is fixed at a level that is less than the average Distribution Utility price for the same customer class, within the same utility defined zone, over the Preceding Twelve-Month Period (as defined in the MOU).

JOULE
COMMUNITY POWER

Hudson
Valley
Energy

Joule Assets, Inc.

CCA Outreach Report

Hudson Valley Community Power

Glenn Weinberg, gweinberg@jouleassets.com;
Jeff Domanski, cca@hudsonvalleyenergy.org
2-22-2019

Contents

The purpose of this report is to document recent CCA outreach conducted in the Hudson Valley region, and to *request near-term action by participating municipalities*. Specifically, *it is our intent to issue an RFP to energy suppliers by March 21*. In order to meet that timeline, we need participating municipalities to have approved the Memorandum of Understanding and ESA (Supply Contract) prior to that date. These documents were delivered to municipalities in September 2018, and are attached as Appendices.

Hudson Valley Community Power

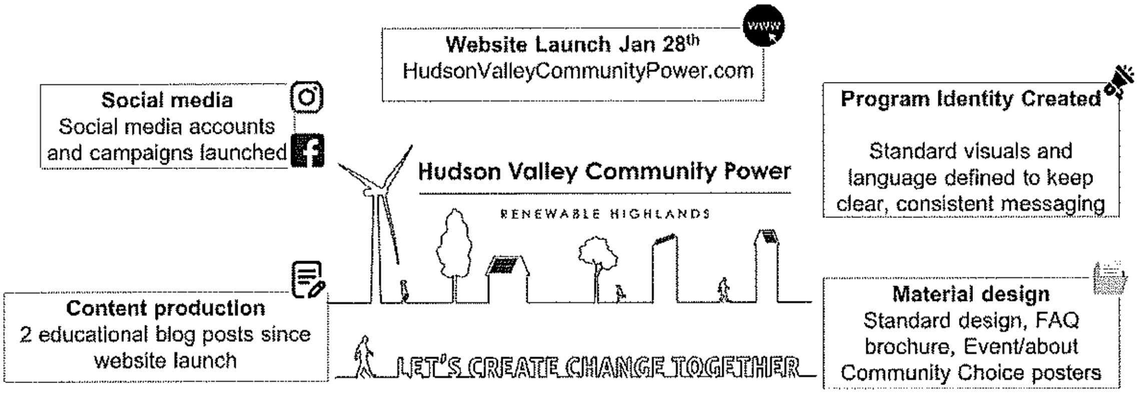
We introduced a comprehensive outreach strategy in Fall 2018, establishing several core performance metrics and targets (see *Goals Achieved* below), and have executed over the last 3+ months supporting Program launch in Spring 2019.

Our outreach materials focus on three central points: (1) Local control: CCA localizes decision-making over how we source our energy; (2) Free opt-out: CCA is the new default, but there is no obligation to participate, and no penalty to leave; and (3) Everything else stays the same: Central Hudson still sends your monthly bill, and remains responsible for maintaining the grid and responding to outages. See *Program Materials* below for examples.

As mentioned above, we've officially named the Program *Hudson Valley Community Power*. The Program had previously been informally referred to as *Renewable Highlands* (after the group that did much of the early organizing work), as well as the *Hudson Valley CCA* Program. We appreciate that a certain degree of confusion may naturally stem from such a transition, and have aimed to address the potential ambiguity with consistent and comprehensive outreach efforts.

We've launched a new Program website, www.HudsonValleyCommunityPower.com. The website provides information on what we're working to achieve and how we're doing it, including an FAQ section, identifies Program partners, and provides updates – including news and dates of upcoming public education events. We have also re-launched our Facebook page, and launched new Instagram (@HudsonValleyCommunityPower) and Twitter accounts (@HudsonValleyCP). See *Social Media* below for more detail.

Hudson Valley Community Power Launch Plan



Website Launch Jan 28th
HudsonValleyCommunityPower.com

Social media
Social media accounts and campaigns launched

Program Identity Created
Standard visuals and language defined to keep clear, consistent messaging

Content production
2 educational blog posts since website launch

Material design
Standard design, FAQ brochure, Event/about Community Choice posters

The Local Organizer role continues to be served by Jeffrey Domanski, a dedicated sustainability and municipal consultant formerly of the *Institute of Building Technology and Safety*. Jeff has recently launched a nonprofit effort, *Hudson Valley Energy*, under which the Hudson Valley Community Power local operation is now managed. All participating communities have been notified of this transition, and Program materials have been updated with the appropriate contact information.

Community Leadership

Outreach efforts address stakeholder interest at multiple levels, and have typically begun with the leadership of each municipality to ensure understanding of Program structure and process. Table 1 describes our engagement with community leaders, largely in-person meetings with elected officials, sustainability committees, faith organizations, and municipal staff.

Table 1. Leadership Engagement: 2/18-2/19

Date	Location	Event	Leaders Present
2/20/2018	Beacon	Meeting w/ Dutchess Co. Legislators	3
2/26/2018	Poughkeepsie	Meeting w/ City Administrator, City Coucilperson, Counsel	3
3/26/2018	Fishkill	Progress update with Supervisor and Board member	2
4/12/2018	Cold Spring	Progress update with Mayor and Board member	2
4/17/2018	Kingston	Presentation at Ulster Co. Assoc. of Mayors and Supervisors meeting	18
4/30/2018	Poughkeepsie	Presentation at Conservation Action Committee meeting	8
5/14/2018	Beacon	Progress update with Mayor and City Administrator	2
9/18/2018	Progress Report	Email update to community leaders	15
9/27/2018	Leadership Webinar #1	Process update and next steps	6
10/2/2018	Marbletown	Meeting with Environmental Conservation Committee	2
10/9/2018	Albany	Presentation to NYSERDA LIFE Steering Committee	10
10/11/2018	Leadership Webinar #2	Supply Contract and MOU	5
10/23/2018	Update call	Cold Spring Board member	1
10/31/2018	Conference Call	MOU and Outreach Plan	8
11/8/2019	Poughkeepsie	Meeting with City Administrator, City Councilperson, Counsel	3
11/5/2018	Beacon	Meeting with City Councilpersons	3
11/20/2018	Beacon	Meeting at Beacon Interfaith Alliance	1
11/28/2018	Fishkill	Meeting with Supervisor and Communications Director	2
1/9/2019	Kingston	Presentation to Hudson Valley Regional Council/NYSERDA Climate Action Planning Institute	15
2/10/2019	Beacon	Meeting with City Councilperson	1
2/19/2019	Poughkeepsie	Meeting with Dutchess County Legislators, Town Board member	4
21 Events		Number of Community Leaders Reached:	114

Public Events

In addition to direct engagement with leadership, we regularly present at Town and Village Board, and City Council meetings, both to update and report to participating communities, as well as to educate non-participating communities.

We have also pursued direct connection with residents, key groups, and influencers within each community. Key groups include senior citizens, low-income utility customers, and homeowner associations. Influencers include organizations and community groups with focus on energy, environment and community support/development, and small business owners. Our work with the influencer groups seeks their involvement in spreading awareness and understanding of the Program to the wider community.

We've held more than 20 "open house" events at public venues and/or hosted by partnering organizations (e.g., Beacon Institute for Rivers and Estuaries, Dutchess Family Partnership), and have presented at more than 20 municipal council/board meetings. We've publicized the community events widely through our partner communities, print media advertisements, and social media platforms.

Table 2 describes the public events at which we've presented, hosted, or participated over the past twelve months.

Table 2. Public Events: 2/18-2/19

Date	Location	Event	Attendees
2/20/2018	Poughkeepsie	Presentation at Common Council meeting	16
3/10/2018	Poughkeepsie	Open House -Family Partnership Center	9
3/14/2018	Poughkeepsie	Presentation at Town of Poughkeepsie Board Meeting	18
3/19/2018	Poughkeepsie	Public Hearing at Common Council meeting - CCA local law approved	17
3/26/2018	Hyde Park	Presentation at Town Board meeting	11
4/19/2018	Poughkeepsie	Presentation at Vassar Temple	9
6/4/2018	Beacon	Progress update at City Council meeting	15
6/7/2018	Philipstown	Progress update at Town Board meeting	28
7/10/2018	Marbletown	Presentation at Town Board meeting	13
6/13/2018	LaGrange	Presentation at Town Board meeting	8
6/13/2018	Saugerties	Presentation at Town Board meeting	25
6/21/2018	Millbrook	Discussion at Community Energy Forum hosted by Cornell Coop. Ext. - Mid-Hudson Heritage Center	35
6/23/2018	Beacon	Open House - Howland Library	6
6/26/2018	Cold Spring	Open House - St. Mary's Parish Hall	12
7/10/2018	Newburgh	Community Solar Event hosted by Joule	28
8/7/2018	NYSERDA Webinar	Presentation on HVCP	105
8/15/2018	CCA +CDG Webinar	Hosted by Joule for communities and local developers	16
9/5/2018	Clinton	Presentation at public education event - Town Hall	5
9/6/2018	Marbletown	Public Hearing at Town Board meeting - CCA local law approved, joined HVCP	9
9/28/2018	Poughkeepsie	Presentation at Vassar College - LifeLong Learning Institute	30
10/4/2018	Cornwall	Hudson Valley Green Drinks	35
10/9/2018	Marbletown	Featured at Community 100% Clean Energy Event	35
10/18/2018	New Paltz	Presentation at Hudson Valley Green Expo - SUNY New Paltz	21
10/29/2018	Fishkill	Open House - Fishkill Recreation Center	45
11/7/2018	Fishkill	Open House - Fishkill Recreation Center	1
11/10/2018	Beacon	Open House - 199 Main St.	5

11/11/2018	Beacon	Tabling - Beacon Farmers Market	10
11/17/2018	Beacon	Open House - 199 Main St.	2
11/19/2018	Fishkill	Open House - Fishkill Recreation Center	15
11/20/2018	Philipstown	Open House - Desmond-Fish Library	5
11/29/2018	Clinton	Presetation at Public Forum on CCA - Clinton Town Hall	14
12/3/2018	Poughkeepsie	City Council meeting - joined HVCP	14
12/8/2018	Poughkeepsie	Open House - Family Partnership Center	2
12/9/2018	Beacon	Open House - 199 Main St.	2
12/12/2018	Fishkill	Open House - Fishkill Recreation Center	1
12/15/2018	Philipstown	Open House - Desmond-Fish Library	4
12/19/2018	Fishkill	Presentation at Town Board meeting	9
12/19/2018	Poughkeepsie	Open House - Family Partnership Center	3
1/8/2019	Clinton	Public Hearing at Town Board	6
1/15/2019	Kingston	Presentation to Kingston Interfaith Council - Trinity Lutheran Church	50
1/16/2019	Fishkill	Presentation at Town Board meeting	8
1/18/2019	Red Hook	Presentation at Town Board meeting	9
1/30/2019	Fishkill	Open House - Fishkill Recreation Center	2
1/31/2019	Poughkeepsie	Presentation at Hudson Valley Green Drinks - Mill House	40
1/30/2019	Fishkill	Open House - Fishkill Recreation Center	2
2/2/2019	Marbletown	Open House - Roundout Municipal Center	2
2/2/2019	Beacon	Open House - Howland Public Library	1
2/3/2019	Philipstown	Open House - Desmond-Fish Library	2
2/6/2019	Fishkill	Presentation at Town Board meeting	29
2/7/2019	Poughkeepsie	Open House - Adriance Memorial Library	6
2/14/2019	Clinton	Public Hearing at Town Board meeting - CCA local law approved	7
2/14/2019	Beacon	Open House - Howland Public Library	1
2/21/2019	Marbletown	Open House - Roundout Municipal Center	Upcoming
2/27/2019	Fishkill	Open House - Blodgett Memorial Library	Upcoming
2/27/2019	Red Hook	Public Hearing at Town Board meeting	Upcoming
55 Events		**Total Attendees at Public Events:**	**803**

Beginning in November 2018, we have also been holding weekly, community-hosted office hours in three of the partner communities (Tuesdays in Poughkeepsie City Hall, Wednesdays in the Beacon Community Center, and Thursdays in Cold Spring Village Hall), where folks can walk in with questions/comments.

Press Coverage

We have broadened our engagement with various media outlets, particularly regional print media. See Table 3 below for a summary of both paid and unpaid Program coverage in print, digital, and radio outlets.

Table 3. HVCP Coverage in Local and National Media Outlets

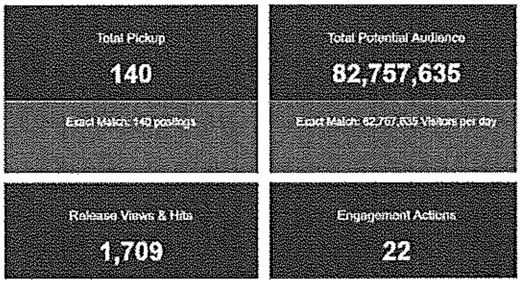
Publication	Type	Date	Description	Links
National Geographic	Unpaid article	2/14/19	"3 Tests the Green New Deal must pass to work" by Andrew Revkin	https://www.nationalgeographic.com/environment/2019/02/3-steps-green-new-deal-must-pass-to-work/
Greentech Media	Unpaid article	2/7/19	"A small New York town plans a profitable, 100% renewable energy future" by Tom Konrad	https://www.greentechmedia.com/articles/read/a-small-new-york-town-plans-a-profitable-100-renewable-future#gs.NHWryA0G
Chronogram	Ad	Spring 19	Upcoming Clean Power Guide insert	See Program Materials
Putnam Co News Recorder	Ads	Nov/Dec 18	1/4 page ad	Described Program, promoted events
Highlands Current	Unpaid coverage	1/23/16 - 12/21/18	10 distinct mentions	https://highlandscurrent.org/2016/01/23/local-groups-push-green-electric/ https://highlandscurrent.org/2017/01/08/notes-cold-spring-village-bo https://highlandscurrent.org/2017/01/15/buying-in-bulk/ https://highlandscurrent.org/2017/01/23/beacon-board-power-proposal/ https://highlandscurrent.org/2017/02/10/nuclear-reaction/ https://highlandscurrent.org/2017/03/14/notes-cold-spring-village-bo https://highlandscurrent.org/2017/05/07/letters-cca-response/ https://highlandscurrent.org/wp-content/uploads/2018/06/06-22-18-3.pdf https://highlandscurrent.org/2018/12/14/5-questions-jeff-domanski/
The Daily Freeman	Unpaid articles	5/17/18, 11/25/2018	Two articles about CCA exploration in Marbletown	https://www.dailyfreeman.com/news/woodstock-town-officials-say-contract-will-reduce-electricity-costs/article_8c2a2bb8-d271-555a-87b4-f43d3f110ee5.html https://www.dailyfreeman.com/news/local-news/marbletown-meeting-will-offer-information-on-bulk-purchases-of-electricty/article_34154422-f0d9-11e8-9aa1-fb13952cd2fa.html
Poughkeepsie Journal	Unpaid article	11/28/18	"Yes, local communities can act to combat impacts of Climate Change" by Sarah Salem, Poughkeepsie Council person	https://www.poughkeepsiejournal.com/story/opinion/valley-views/2018/11/28/local-communities-can-act-combat-impacts-climate-change-column/2131644002/?fbclid=IwAR21Vmgx

				WvblllEbgU2g82dUeo5qrpqozaPmf_JRwbw zvOiLTtiB4xZf_4U
Beacon Free Press	Unpaid letter	1/30/2019	Letter to editor by Jeffrey Domanski	See Program Materials
Pawling Public Radio	Unpaid interviews	4/9/2018, 6/26/18	Interviews with Jeff Domanski, and Mike Gordon & Charlotte Binns	https://www.mixcloud.com/PawlingPublicRadio/hudson-valley-green-april-10-2018/ https://www.mixcloud.com/PawlingPublicRadio/hudson-valley-green-june-26-2018/

In addition, we've issued two press releases aimed at a broader New York State audience, which have a combined 3,600 views, and broad distribution across press outlets.

Program Press Releases

Dec 7th, 2018 – "City of Poughkeepsie N.Y., Selects JouleCommunity as Administrator to Drive Cost-Savings and Local Clean Energy Development on an Historic Scale"



Total Pickup
140
Exact Match: 140 postings

Total Potential Audience
82,757,635
Exact Match: 82,757,635 Visitors per day

Release Views & Hits
1,709

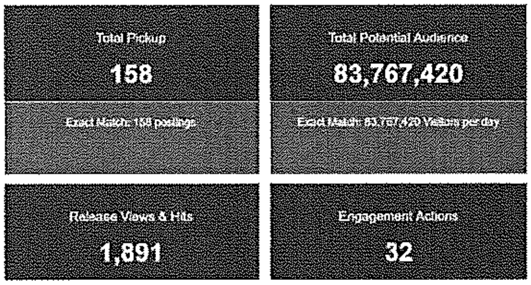
Engagement Actions
22

https://finance.yahoo.com/news/city-poughkeepsie-n-y-selects-112900574.html

https://www.thestreet.com/press-releases/city-of-poughkeepsie-n-y-selects-joulecommunity-as-administrator-to-drive-cost-savings-and-local-clean-energy-development-on-an-historic-scale-14803873

https://www.bizjournals.com/albany/prnewswire/press_releases/NewYork/2018/12/07/NY956087?ana=prnews

Jan 16th, 2019 – "Hudson Valley Community Power Launched to Develop Clean, Local Energy for Six Communities in the Hudson Valley"



Total Pickup
158
Exact Match: 158 postings

Total Potential Audience
83,767,420
Exact Match: 83,767,420 Visitors per day

Release Views & Hits
1,891

Engagement Actions
32

https://finance.yahoo.com/news/hudson-valley-community-power-launched-165400135.html

https://markets.businessinsider.com/news/stocks/hudson-valley-community-power-launched-to-develop-clean-local-energy-for-six-communities-in-the-hudson-valley-1027873799

https://www.bizjournals.com/albany/prnewswire/press_releases/NewYork/2019/01/16/NY25857?ana=prnews

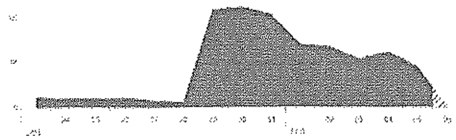
Social Media

As described above, we've launched a new website and established a Program presence on several social media platforms. These campaigns are still fairly young, but have demonstrated substantial growth in a short period of time.

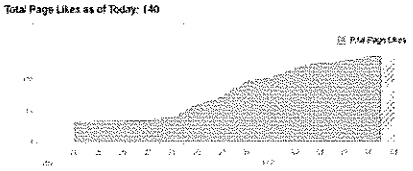
Facebook

144 Page Followers
Total Reach: 52,156 touches in Hudson Valley
Potential Reach: 1,800,000
Average **3,893 impressions/touches** per week.

Daily Reach Jan 24 - Feb 5



141 Page Likes - Feb 6

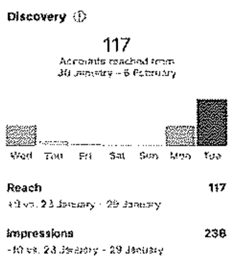


Instagram and Program Website

Instagram

Account launched end December – activity started second week January

88 Followers
224 Likes on sponsored post linking to Press Release on Hudson Valley Community Power



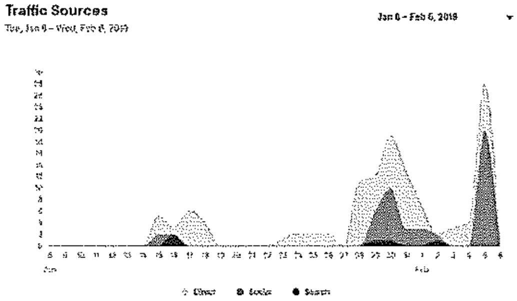
Notable followers/reshares:

- Town of Marbletown, NY
- Mill House Brewery – 4,956 followers
- Runwithsalem (Sarah Salem) - 650 followers
- Poughtential – 2,831 followers
- HVDistruptors – 1,684 followers
- East Fishkill Library – 1,203 followers
- Hudsonvalleyconnect – 1,864 followers
- Newburgh Restoration – 4,663 followers
- Beacon transplant – 7,252 followers
- A Little Beacon Blog – 3,181 followers

Website

hudsonvalleycommunitypower.com launched publicly Jan 28th 2019

To date:
137 Unique Visitors
320 Page Views
124 Visits

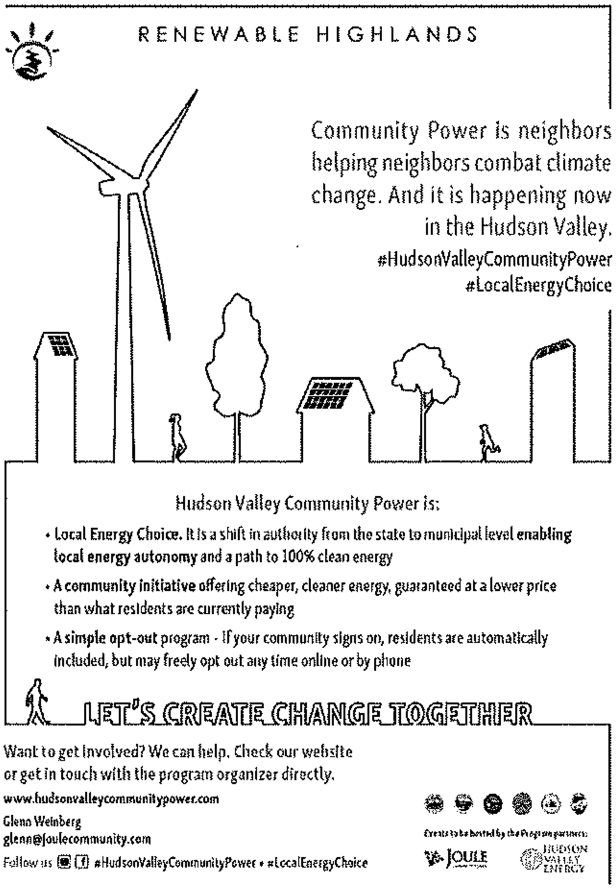


Program Materials

Please find examples of our redesigned Program materials below. These are meant to be used for distribution to the general public, and as printed or digital advertisements.

About HVCP Flyer

Hudson Valley Community Power



Community Power is neighbors helping neighbors combat climate change. And it is happening now in the Hudson Valley.
#HudsonValleyCommunityPower
#LocalEnergyChoice

Hudson Valley Community Power is:

- **Local Energy Choice.** It is a shift in authority from the state to municipal level enabling local energy autonomy and a path to 100% clean energy
- **A community initiative** offering cheaper, cleaner energy, guaranteed at a lower price than what residents are currently paying
- **A simple opt-out program** - If your community signs on, residents are automatically included, but may freely opt out any time online or by phone

Want to get involved? We can help. Check our website or get in touch with the program organizer directly.

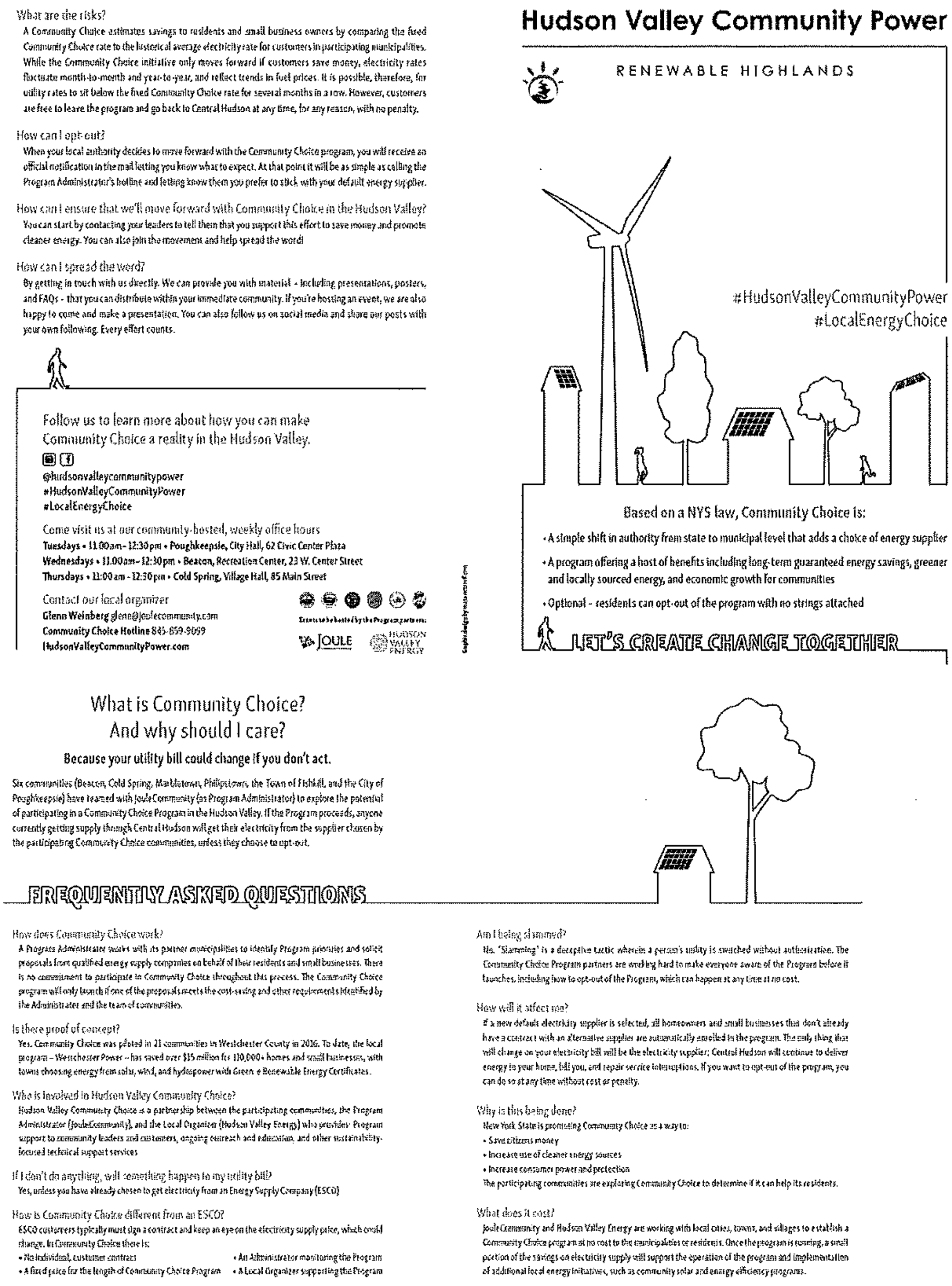
www.hudsonvalleycommunitypower.com

Glenn Weinberg
glenn@joulecommunity.com

Follow us #HudsonValleyCommunityPower • #LocalEnergyChoice

Created to be hosted by the Program partners:

FAQ Flyer



What are the risks?

A Community Choice estimates savings to residents and small business owners by comparing the fixed Community Choice rate to the historical average electricity rate for customers in participating municipalities. While the Community Choice initiative only moves forward if customers save money, electricity rates fluctuate month-to-month and year-to-year, and reflect trends in fuel prices. It is possible, therefore, for utility rates to sit below the fixed Community Choice rate for several months in a row. However, customers are free to leave the program and go back to Central Hudson at any time, for any reason, with no penalty.

How can I opt-out?

When your local authority decides to move forward with the Community Choice program, you will receive an official notification in the mail letting you know what to expect. At that point it will be as simple as calling the Program Administrator's hotline and letting know them you prefer to stick with your default energy supplier.

How can I ensure that we'll move forward with Community Choice in the Hudson Valley?

You can start by contacting your leaders to tell them that you support this effort to save money and promote cleaner energy. You can also join the movement and help spread the word!

How can I spread the word?

By getting in touch with us directly. We can provide you with material - including presentations, posters, and FAQs - that you can distribute within your immediate community. If you're hosting an event, we are also happy to come and make a presentation. You can also follow us on social media and share our posts with your own following. Every effort counts.

Follow us to learn more about how you can make Community Choice a reality in the Hudson Valley.

@hudsonvalleycommunitypower
#HudsonValleyCommunityPower
#LocalEnergyChoice

Come visit us at our community-hosted, weekly office hours

Tuesdays • 11:00am - 12:30pm • Poughkeepsie, City Hall, 62 Civic Center Plaza
Wednesdays • 11:00am - 12:30pm • Beacon, Recreation Center, 23 W. Center Street
Thursdays • 11:00am - 12:30pm • Cold Spring, Village Hall, 85 Main Street

Contact our local organizer

Glenn Weinberg glenn@joulecommunity.com
Community Choice Hotline 845-859-9099
HudsonValleyCommunityPower.com

Hudson Valley Community Power

RENEWABLE HIGHLANDS

#HudsonValleyCommunityPower
#LocalEnergyChoice

Based on a NYS law, Community Choice is:

- A simple shift in authority from state to municipal level that adds a choice of energy supplier
- A program offering a host of benefits including long-term guaranteed energy savings, greener and locally sourced energy, and economic growth for communities
- Optional - residents can opt-out of the program with no strings attached

LET'S CREATE CHANGE TOGETHER

What is Community Choice?
And why should I care?

Because your utility bill could change if you don't act.

Six communities (Beacon, Cold Spring, Marbletown, Philipstown, the Town of Fishkill, and the City of Poughkeepsie) have teamed with Joule Community (as Program Administrator) to explore the potential of participating in a Community Choice Program in the Hudson Valley. If the Program proceeds, anyone currently getting supply through Central Hudson will get their electricity from the supplier chosen by the participating Community Choice communities, unless they choose to opt-out.

FREQUENTLY ASKED QUESTIONS

How does Community Choice work?

A Program Administrator works with its partner municipalities to identify Program priorities and solicit proposals from qualified energy supply companies on behalf of their residents and small businesses. There is no commitment to participate in Community Choice throughout this process. The Community Choice program will only launch if one of the proposals meets the cost-saving and other requirements identified by the Administrator and the team of communities.

Is there proof of concept?

Yes. Community Choice was piloted in 21 communities in Westchester County in 2016. To date, the local program – Westchester Power – has saved over $15 million for 110,000+ homes and small businesses, with towns choosing energy from solar, wind, and hydropower with Green-e Renewable Energy Certificates.

Who is involved in Hudson Valley Community Choice?

Hudson Valley Community Choice is a partnership between the participating communities, the Program Administrator (JouleCommunity), and the Local Organizer (Hudson Valley Energy) who provides Program support to community leaders and customers, ongoing outreach and education, and other sustainability-focused technical support services

If I don't do anything, will something happen to my utility bill?

Yes, unless you have already chosen to get electricity from an Energy Supply Company (ESCO)

How is Community Choice different from an ESCO?

ESCO customers typically must sign a contract and keep an eye on the electricity supply price, which could change. In Community Choice there is:

- No individual, customer contracts
- A fixed price for the length of Community Choice Program
- An Administrator monitoring the Program
- A Local Organizer supporting the Program

Am I being slammed?

No. 'Slamming' is a deceptive tactic wherein a person's utility is switched without authorization. The Community Choice Program partners are working hard to make everyone aware of the Program before it launches, including how to opt-out of the Program, which can happen at any time at no cost.

How will it affect me?

If a new default electricity supplier is selected, all homeowners and small businesses that don't already have a contract with an alternative supplier are automatically enrolled in the program. The only thing that will change on your electricity bill will be the electricity supplier; Central Hudson will continue to deliver energy to your home, bill you, and repair service interruptions. If you want to opt-out of the program, you can do so at any time without cost or penalty.

Why is this being done?

New York State is promoting Community Choice as a way to:

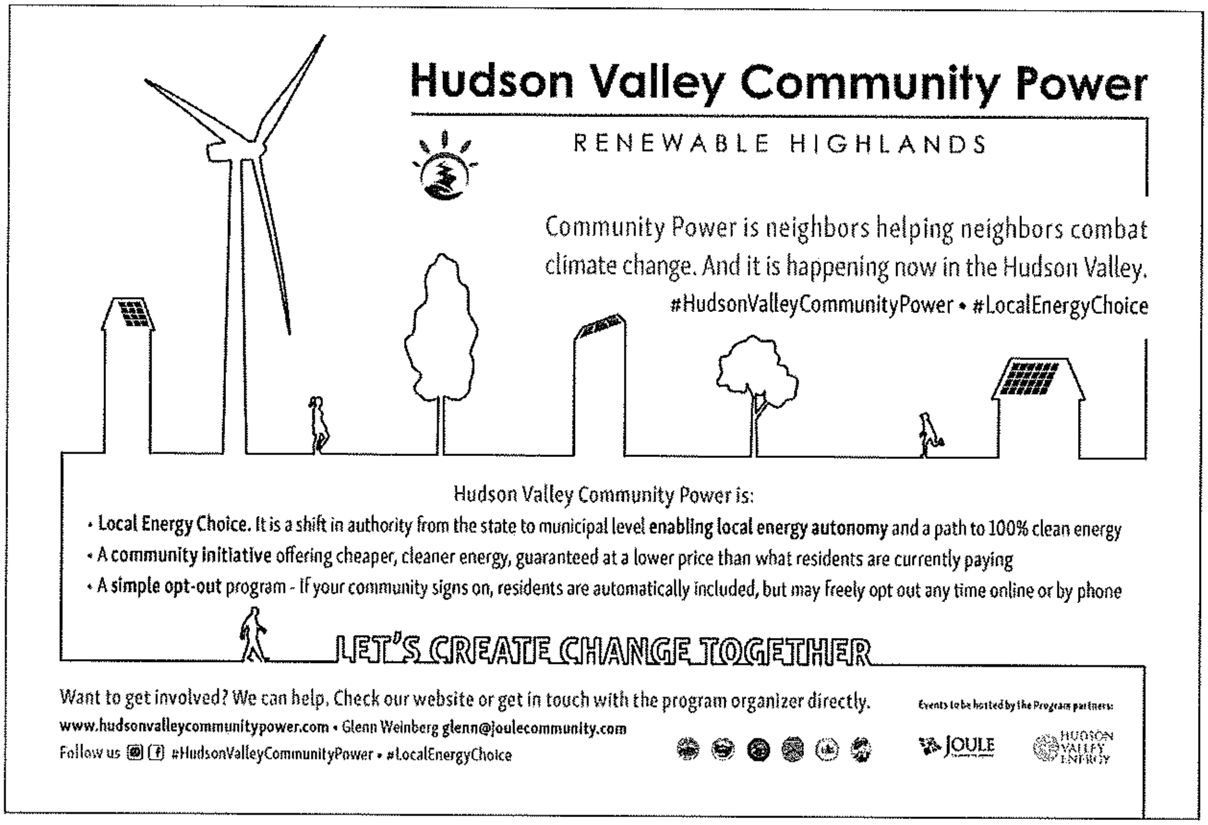
- Save citizens money
- Increase use of cleaner energy sources
- Increase consumer power and protection

The participating communities are exploring Community Choice to determine if it can help its residents.

What does it cost?

JouleCommunity and Hudson Valley Energy are working with local cities, towns, and villages to establish a Community Choice program at no cost to the municipalities or residents. Once the program is running, a small portion of the savings on electricity supply will support the operation of the program and implementation of additional local energy initiatives, such as community solar and energy efficiency programs.

Chronogram Ad



Hudson Valley Community Power

RENEWABLE HIGHLANDS

Community Power is neighbors helping neighbors combat climate change. And it is happening now in the Hudson Valley.

#HudsonValleyCommunityPower • #LocalEnergyChoice

Hudson Valley Community Power is:

- **Local Energy Choice.** It is a shift in authority from the state to municipal level **enabling local energy autonomy** and a path to 100% clean energy
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- A **simple opt-out** program - If your community signs on, residents are automatically included, but may freely opt out any time online or by phone

LET'S CREATE CHANGE TOGETHER

Want to get involved? We can help. Check our website or get in touch with the program organizer directly.

www.hudsonvalleycommunitypower.com • Glenn Weinberg **glenn@joulecommunity.com**

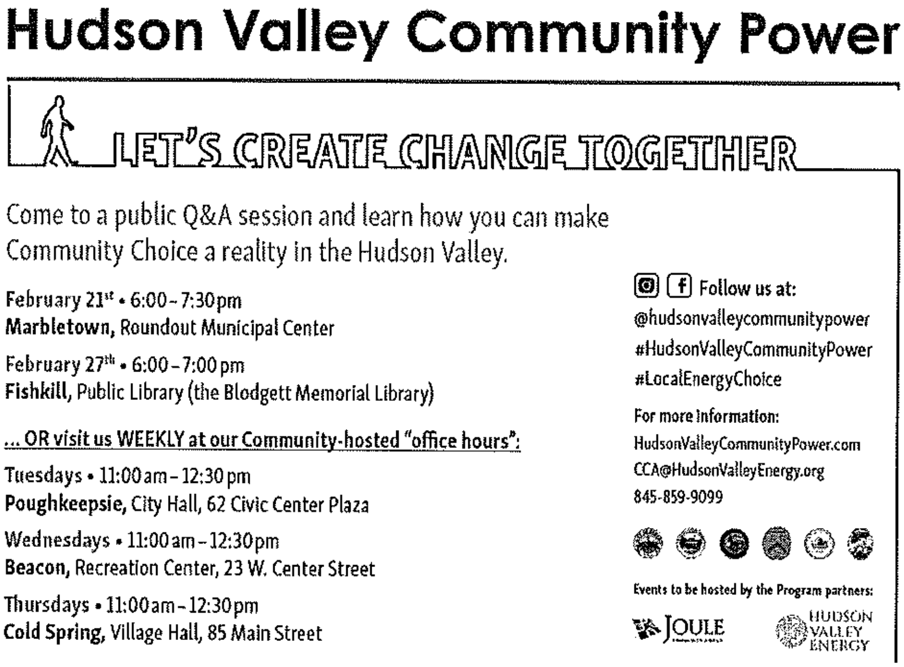
Follow us #HudsonValleyCommunityPower • #LocalEnergyChoice

Events to be hosted by the Program partners:

JOULE

HUDSON VALLEY ENERGY

Public Events Flyer



Hudson Valley Community Power

LET'S CREATE CHANGE TOGETHER

Come to a public Q&A session and learn how you can make Community Choice a reality in the Hudson Valley.

February 21st • 6:00-7:30pm
Marbletown, Roundout Municipal Center

February 27th • 6:00-7:00pm
Fishkill, Public Library (the Blodgett Memorial Library)

... OR visit us WEEKLY at our Community-hosted "office hours":

Tuesdays • 11:00am-12:30pm
Poughkeepsie, City Hall, 62 Civic Center Plaza

Wednesdays • 11:00am-12:30pm
Beacon, Recreation Center, 23 W. Center Street

Thursdays • 11:00am-12:30pm
Cold Spring, Village Hall, 85 Main Street

Follow us at:
@hudsonvalleycommunitypower
#HudsonValleyCommunityPower
#LocalEnergyChoice

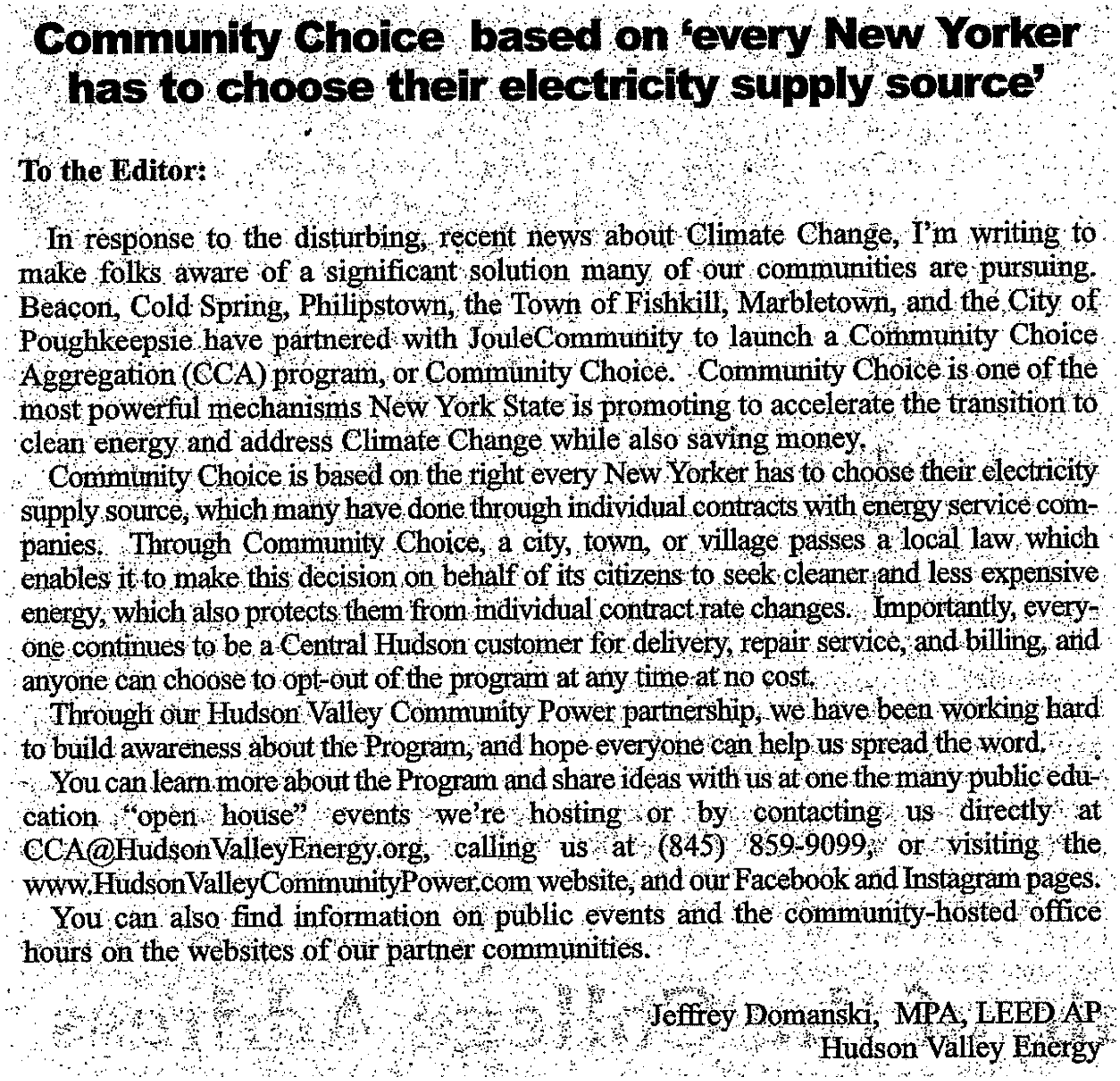
For more information:
HudsonValleyCommunityPower.com
CCA@HudsonValleyEnergy.org
845-859-9099

Events to be hosted by the Program partners:

JOULE

HUDSON VALLEY ENERGY

Beacon Free Press Letter to the Editor



Community Choice based on 'every New Yorker has to choose their electricity supply source'

To the Editor:

In response to the disturbing, recent news about Climate Change, I'm writing to make folks aware of a significant solution many of our communities are pursuing. Beacon, Cold Spring, Philipstown, the Town of Fishkill, Marbletown, and the City of Poughkeepsie have partnered with JouleCommunity to launch a Community Choice Aggregation (CCA) program, or Community Choice. Community Choice is one of the most powerful mechanisms New York State is promoting to accelerate the transition to clean energy and address Climate Change while also saving money.

Community Choice is based on the right every New Yorker has to choose their electricity supply source, which many have done through individual contracts with energy service companies. Through Community Choice, a city, town, or village passes a local law which enables it to make this decision on behalf of its citizens to seek cleaner and less expensive energy, which also protects them from individual contract rate changes. Importantly, everyone continues to be a Central Hudson customer for delivery, repair service, and billing, and anyone can choose to opt-out of the program at any time at no cost.

Through our Hudson Valley Community Power partnership, we have been working hard to build awareness about the Program, and hope everyone can help us spread the word.

You can learn more about the Program and share ideas with us at one the many public education "open house" events we're hosting or by contacting us directly at CCA@HudsonValleyEnergy.org, calling us at (845) 859-9099, or visiting the www.HudsonValleyCommunityPower.com website, and our Facebook and Instagram pages.

You can also find information on public events and the community-hosted office hours on the websites of our partner communities.

Jeffrey Domanski, MPA, LEED AP
Hudson Valley Energy

Goals Achieved

We established five core metrics to measure our outreach success, each with a specific goal. As of the date of this report, we have met or exceeded each of the targets.

ATTENDANCE OF RESIDENTS AT COMMUNITY EVENTS	PERCENTAGE OF ELECTED OFFICIALS ENGAGED	NUMBER OF COMMUNITY EVENTS	NUMBER OF PRESS MENTIONS	PERCENTAGE OF HUDSON VALLEY RESIDENTS REACHED
GOAL: 400	GOAL: 75%	GOAL: 35	GOAL: 25	GOAL: 35%
TARGET MET	TARGET MET	TARGET EXCEEDED	TARGET MET	TARGET MET

Contact Us

Please direct questions and comments about this report to:

Glenn Weinberg
Vice President, Joule Assets
gweinberg@jouleassets.com
646.785.7204 (m)
914.977.3444 x106 (o)

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 MAR -7 PM 3:04

TODAY'S DATE: 2/27/19

NAME AND ADDRESS OF EACH CLAIMANT:
DAVID T. WARSHAW
13 BIRD LANE
POUGHKEEPSIE NY 12603

TELEPHONE NUMBER: 914-475-0575

NAME AND ADDRESS OF ATTORNEY (IF ANY):

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE): ON NORTH HAMILTON N. BOUND ABOUT 150 FEET SOUTH OF X WITH HANSON ST STRUCK DEEP POTHOLE IN LANE OF TRAFFIC, AT 1230 PM ON 1/26/19 $ 1,574.47 – INS COMPENSATED 1074.47 LESS

ITEMS DAMAGED OR INJURIES SUSTAINED: NO INJURY 500 DEDUCTIBLE BOTH PASS TIRES DESTROYED WHEEL ALIGN, DAMAGED 2 PASS SIDE WHEELS

Signature of Claimant

Signature of Claimant

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

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

Signature of Claimant

Signature of Claimant

Sworn to before me this
26th day of February, 2019

Jacqueline Ham
Notary Public

JACQUELINE HAM
NOTARY PUBLIC, State of New York
No. 4754456
Qualified in Dutchess County
Commission Expires August 31, 20 21

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

Claim #: IEW7848001
Workfile ID: 9b4ee29d

Estimate of Record

2003 BENZ E-Class E55 AMG 4D SED 8-5.5L Supercharged Gasoline SMPI GRAY

Line		Oper	Description	Qty	Extended Price $	Labor	Paint
1	**WHEELS**						
2	**	Repl	RECOND RT/Front Wheel 5 hole w/AMG 8x18	1	406.24 m	0.0	
			NOTE: AUTO RIM SHOP 516-766-6600 KEITH. FREE SHIPPING 3 DAYS				
3	**	Repl	RECOND RT/Rear Wheel 5 hole w/AMG 9x18	1	374.99 m	0.0	
			NOTE: AUTO RIM SHOP 516-766-6600 KEITH. FREE SHIPPING 3 DAYS				
4	#	Subl	MOUNT AND BALANCE (2)	1	35.98		
			NOTE: 2 X 17.99				
5	**	Repl	A/M TPMS SEAL KIT (2)	2	13.98		
6	**TIRES**						
7	*	Repl	MICH 265/35ZR18 Pilot Sport 4S BW 97(Y)	1	259.99	0.0	
8	*	Repl	MICH 245/40R18 Pilot sport 4S R13 97Y	1	229.99	0.0	
9	#	Subl	Tire Disposal Fee	1	5.00 T		
			NOTE: 2 x 2.50				
10	#	Subl	Four Wheel Alignment	1	129.99 T		
			SUBTOTALS		**1,456.16**	**0.0**	**0.0**

NOTES

Estimate Notes:
SUPPLEMENTS MUST BE PRE-APPROVED BY STAFF APPRAISER OR MAY BE DENIED.PLEASE CALL 1-888-299-7456 PROMPT #2 TO SCHEDULE A SUPPLEMENT RE-INSPECTION.

Prior Damage Notes:
FRONT BUMPER LOWER SCRAPES FROM CURB STOP

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,321.17
Miscellaneous				134.99
Subtotal				1,456.16
Sales Tax	$ 1,456.16	@	8.1250 %	118.31
Total Cost of Repairs				**1,574.47**
Deductible				500.00
Total Adjustments				**500.00**
Net Cost of Repairs				**1,074.47**

Dingee's Towing
Service Inc.
6 N. Clinton Street Poughkeepsie, NY 12601
(845) 483-1000

NAME Warshaw, David	DATE 1/26/19
ADDRESS	
CITY	STATE ZIP

INVOICE

113930

2003 E-Class	TOWING	$ 75	
Fm	WINCHING	$	
Mansion St / Hamilton St	LABOR	$	
to	CLEAN UP	$	
Mass Rt 1/4	HOURLY RATE	$	
	STORAGE	$	
	ADMINISTRATION FEE	$	
	YARD CHARGE	$	
	SUBTOTAL	$	
	TAX	$ 6	09
	TOTAL	$ 81.	09

NAME	MAKE
MODEL	YEAR
PLATE NUMBER	

AMENDED NOTICE OF CLAIM

In the Matter of the Claim of

PAUL MANISCALCO,

Claimant,

-against-

CITY OF POUGHKEEPSIE,

Respondent.

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 MAR -6 AM 11:33

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

Claimant
PAUL MANISCALCO
179 Van Wagner Road, Lot 6
Poughkeepsie, New York 12603

Attorney
NEIMARK & NEIMARK LLP
37 Congers Road
New City, New York 10956-5135
(845) 638-3012

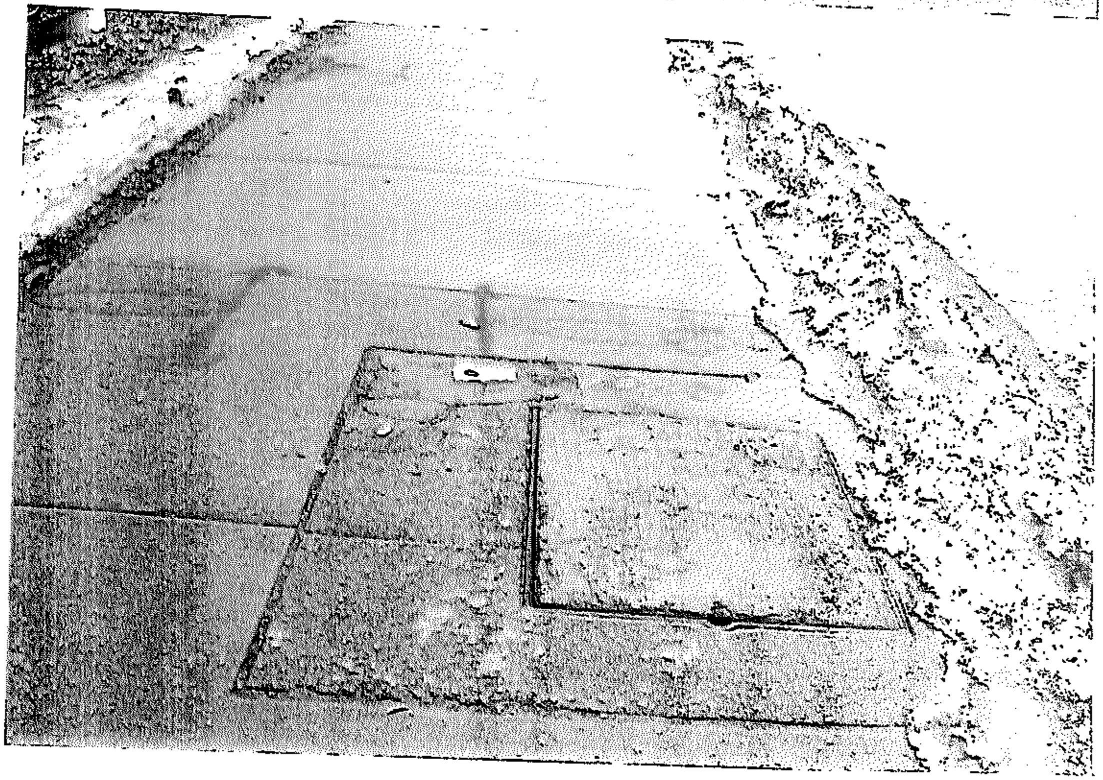
2. The nature of the claim: Tort claim for personal injuries and other damages based on negligence, trap and/or nuisance.

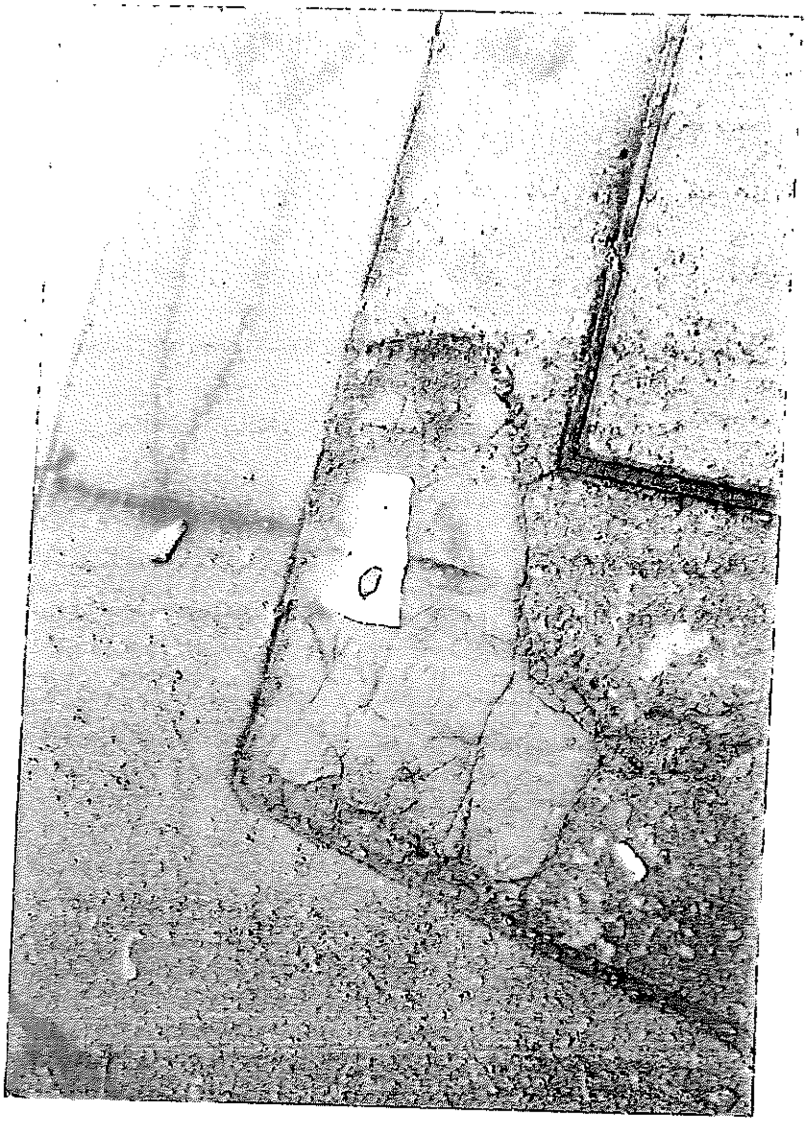
3. The time when, the place where and the manner in which the claim arose:

That on or about December 6, 2018, at approximately 2:00 PM, the claimant, PAUL MANISCALCO, was caused to fall due to an uneven, broken, and defective sidewalk condition located in front of the premises located at 140 Main Street, Poughkeepsie, New York. The claimant was caused to fall and be injured by reason of the negligence, recklessness and carelessness of the CITY OF POUGHKEEPSIE, its agents, servants and/or employees in the ownership, management, operation, control, repair and maintenance of said sidewalk; in causing, permitting and/or allowing said sidewalk at the aforementioned location to be, become and remain in an uneven, broken, dangerous and hazardous condition, constituting a trap, nuisance and hazard; in actually creating said condition; in failing to provide any warnings; in actually creating a dangerous and defective condition; in failing to properly repair the area; and in general and in other ways being careless, reckless and negligent. Upon information and belief, the CITY OF POUGHKEEPSIE had actual and prior written notice of the aforesaid defective conditions and failed and/or neglected to make timely repairs to correct said conditions. Three (3) color photocopies of photographs depicting the location are annexed hereto.

4. The items of damage or injuries claimed are:

Claimant PAUL MANISCALCO sustained multiple bodily injuries as presently ascertainable including, but not limited to, a fractured right arm, requiring open reduction internal fixation, internal derangement of right arm, surgical scarring, and other multiple bodily injuries which have caused claimant to incur and continue to incur expenses for medical attention and treatment and other related damages all to the present and future.




0

The undersigned claimant therefore presents this claim for adjustment and payment. You are hereby notified that unless said claim is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence action on this claim.

Dated: Poughkeepsie, New York
March 6, 2019

x Paul Maniscalco

VERIFICATION

STATE OF NEW YORK: COUNTY OF Dutchess ss.:

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

x Paul Maniscalco

Sworn to before me this
6th day of March, 2019.

Notary Public

GEORGE R. BEAN JR.
Notary Public-State of New York
No. 01BE6038865
Qualified in Rockland County
Commission Expires March 20, 2022

Neimark & Neimark, LLP
Attorneys for Claimant
37 Congers Road
New City, New York 10956
(845) 638-3012

In the Matter of the Claim of

NOTICE OF CLAIM

Bobbilyn Sturgess,

Claimant

--against–

Marcus Molinaro, in his capacity as County Executive
for the County of Dutchess, Dutchess County,
Chief Thomas Pape, City of Poughkeepsie Police Department
and the City of Poughkeepsie Police Department

Respondents.

TO: **MARCUS MOLINARO, Dutchess County Executive and**
COUNTY OF DUTCHESS
22 Market Street
Poughkeepsie, NY 12601

Chief Thomas Pape,
City of Poughkeepsie Police Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

CITY OF POUGHKEEPSIE
CITY CHAMBERLAINS
2018 MAR -1 PM 2:08

PLEASE TAKE NOTICE that the undersigned claimant hereby makes claim and demand against the above Respondents, as follows:

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

Claimant:	Bobbilyn Sturgess 2 Springwood Circle Hyde Park, NY 12538
Claimant's Attorney:	Jeffrey Hoerter, Esq. 11 market Street – Suite 221 Poughkeepsie, NY 12601 (845) 590-1597

2. The nature of the claim:

To recover money damages for personal injuries, pain and suffering, medical expenses and related damages, excessive and unjustified use of force, cruel and unusual punishment, unlawful

Received
FEB 26 2018
CITY OF POUGHKEEPSIE
Police Chief's Office

US mail - regular
Received Police Chiefs office

search and seizure, battery and emotional distress and civil rights violations, incurred by the Claimant by reason of the negligence, recklessness, intentional and carelessness of the Respondents, their agents, servants, employees and/or representatives, as set forth below:

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

The claim arose on or about December 8, 2018 at approximately 1:00 a.m. beginning at the intersection of Hamilton Avenue and Mill Street, Poughkeepsie, NY 12601, located in Dutchess County, and continuing to the Hyde Park Justice Court, Dutchess County Jail and Dutchess County Family Court, under the following circumstances:

On December 8, 2018 at approximately 1:00 a.m., I was a passenger lawfully within a motor vehicle travelling in the vicinity of Hamilton Avenue and Mill Street, Poughkeepsie, NY 12601. The vehicle was pulled over by City of Poughkeepsie Police Officer (identities presently unknown) for some unknown reason. The officers without just cause ordered me, my daughter and friend out of the vehicle and began to search us. No summonses for any traffic infraction were issued nor was an arrest made other than myself for an arrest warrant issued by the Dutchess Family Court.

I was informed by one of the officers who stopped our vehicle that there was an arrest warrant for me issued by the Dutchess County Family Court. I was handcuffed and brought to the Hyde Park Town Court where I remained until a Judge could be present. The Judge informed me that she didn't know why the warrant had been issued and as such I would have to remain in jail until the Dutchess County Family Court was back in session on Monday. I was then transported to Du5thess County Jail where I remained for the rest of that weekend.

I was locked in a cell for the remainder of the weekend and denied my prescribed medication during the time I was incarcerated. I was eventually shackled and brought to Dutchess County Family Court on December 10, 2018. At that time I appeared before Judge Egitto and was released. I learned that the basis for the arrest warrant having been issued was a result of alleged attempted service by the Family Court's process server, Amanda Miller, of a Family Offense Petition. Amanda Miller asserted in a sworn affidavit to the Family Court that she attempted to serve me process on October 9, 2018 at 8:10 a.m., October 16, 2018 at 9:903 p.m. and on October 19, 2018 at 1:18 p.m. The affidavit asserts that there was "No Answer at the Door." (See, attachment). I informed the Court that no such efforts to serve me were made and that I am typically home at the times stated. I then learned that Amanda Miller was known by the Family Court to effectuate what is commonly referred to as "sewer service" and that she had been found to file false Affidavit of Service with the Court. I understand she was found to lack credibility by two other Family Court Judges prior to my arrest as well as by City of Poughkeepsie Judge Frank Mora. Despite having knowledge of Amanda Miller's filing false affidavits and not effectuating service as she swears to having performed, Dutchess County and the Dutchess County Family Court continued to utilize her to perform service. The Family offense Petition was ultimately dismissed in its entirety but not before I was arrested, publically humiliated as my picture was transmitted on Mobile Patrol and incarcerated.

4. The items of damage or injuries claimed are as follows:

a. Past, present and future loss of earnings, loss for personal injuries, pain and suffering, medical expenses and related damages, defamation, including slander and libel, malicious prosecution, damage to reputation, loss of standing in the community, false arrest, assault, battery and emotional distress, incurred by the claimant by reason of the negligence, recklessness, intentional and carelessness of the Respondents their agents, servants, employees and/or representatives as stated above.

b. The amount of damages sought for each claim is as follows:

  1. On behalf of claimant, for past, present and future damages, an amount in excess of $1,000,000.00.

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

Dated: February 22, 2019

Bobbilyn Sturgess

Bobbilyn Sturgess
Claimant

VERIFICATION

Bobbilyn Sturgess, being duly sworn, deposes and says that deponent is the claimant in the within matter; that she has read the foregoing Notice of Claim and knows the contents thereof; the same is true the deponent's knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, she believes them to be true upon information and belief, the source thereof being the books and records of claimant.

Bobbilyn Sturgess

Bobbilyn Sturgess

Sworn to before me this
22 day of February, 2019

Notary Public

ANTONETTE T ALLEN
Notary Public - State of New York
NO. 01AL6275988
Qualified in Dutchess County
My Commission Expires Apr 3, 2021

JSP
11/29

AFFIDAVIT OF DUE DILIGENCE

Family Court of Dutchess County

Dutchess OCT 23 2018 County

* *

EVELYN I. STRUGESS

vs

BOBBILYN STURGESS

* *

63052

Index No: O-04541-18

Filed On:

STATE OF NEW YORK , COUNTY OF DUTCHESS

Amanda Miller , being duly sworn deposes and says: that deponent is over 18 years of age, that on several occasions deponent attempted to serve the Summons/Temporary Order of Protection/Family Offense Petition to the above-named within the County of Dutchess , State of New York , by going to the last known address of said BOBBILYN STURGESS and after due diligence, deponent has been unable to effect service because:

NO ANSWER AT DOOR

Attempts were made for service as follows:

Date	Time	Place
10/09/2018	8:10 AM	2E, SPRINGWOOD CIRCLE, HYDE PARK, NY 12538
10/16/2018	9:03 PM	2E, SPRINGWOOD CIRCLE, HYDE PARK, NY 12538
10/19/2018	1:18 PM	2E, SPRINGWOOD CIRCLE, HYDE PARK, NY 12538

Sworn to before me on this

21 day of October, 2018

Karen A Grant

KAREN A. GRANT
NOTARY PUBLIC, State of New York
No. 01GR4887826, Dutchess County
Term Expires April 13, 2019

Amanda Mill

Amanda Miller
Server's Lic #
Invoice•Work Order # 10009748

[illegible]
[illegible]
[illegible]
Poughkeepsie, NY 12601

ALBANY NY 120
22 FEB 2018 PM 5 L

FOREVER USA

Chief Thomas Pape,
City of Poughkeepsie Police Department
62 Civic Center Plaza
Poughkeepsie, NY 12601

Received
FEB 26 2018
CITY OF POUGHKEEPSIE
Police Chief's Office

12601-319999

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Dutchess

---x

Tracey Calabrese

Plaintiff/Petitioner,

- against -

Index No. 2019-50786

City of Poughkeepsie and Anuj Gupta

Defendant/Respondent.

---x

NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)

You have received this Notice because:

1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and

2) You are a Defendant/Respondent (a party) in this case.

- **If you are represented by an attorney:**
  Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

- **If you are not represented by an attorney:**
  You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

Information for Attorneys
(E-filing is Mandatory for Attorneys)

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: 2/27/19

Christopher P. Ragucci, Esq.
Name

O'Connor & Partners, PLLC
Firm Name

11 Market Street, Suite 203
Address

Poughkeepsie, NY 12601

845-404-1881
Phone

cragucci@onplaw.com
E-Mail

To: ____________________

6/6/18

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

---x

TRACEY CALABRESE,
Plaintiff,

-against-

CITY OF POUGHKEEPSIE and
ANUJ GUPTA,

Defendants.

---x

Index No.: 2019-50786

Date Purchased: 2/26/19

SUMMONS

Plaintiff designates Dutchess County as place of trial

The basis of venue is
Location of occurrence
Plaintiff resides in County of Dutchess

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Poughkeepsie, New York
February 25, 2019

CHRISTOPHER P. RAGUCCI, ESQ.
O'CONNOR & PARTNERS, PLLC
Attorneys for Plaintiff(s)
11 Market Street, Suite 203
Poughkeepsie, NY 12601
Tel: 845-404-1881

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 FEB 28 PM 12: 02

TO:

CITY OF POUGHKEEPSIE
City Hall
62 Civic Center Plaza
Poughkeepsie, NY 12601

ANUJ GUPTA
9 Spring Street
Glenham, NY, 12527

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS
--x
TRACEY CALABRESE,

Plaintiff,

-against-

CITY OF POUGHKEEPSIE and ANUJ GUPTA,

Defendants.
--x

Index No.: 2019-50786

Date Purchased: 2/26/19

COMPLAINT

Plaintiff, by her attorneys, O'CONNOR & PARTNERS, PLLC, complaining of the Defendants, respectfully alleges, upon information and belief:

AS AND FOR A FIRST CAUSE OF ACTION

1. At all times hereinafter mentioned the plaintiff, TRACEY CALABRESE, is a resident of the County of Dutchess County, State of New York.

2. That the cause of action alleged herein arose in Dutchess County, State of New York.

3. That on December 10, 2018, and at all times herein mentioned, Defendant, CITY OF POUGHKEEPSIE, was and still is, a municipal corporation.

4. That prior hereto on January 7, 2019, and within the time prescribed by law, a sworn Notice of Claim stating, among other things, the time when and place where the injuries and damages were sustained, together with Plaintiff's demands for adjustment thereof was duly served on the claimant's behalf upon the City of Poughkeepsie and that thereafter said respondent refused and denied said claim and or neglected for more than thirty (30) days and up to the commencement of this action to make any adjustment or

payment thereof, and that thereafter, and within the time provided by law , this action was commenced.

5. That a hearing pursuant to General Municipal Law Section 50-h has not been held in this matter as same was waived by Defendant, CITY OF POUGHKEEPSIE.

6. That this action is being commenced within one year and ninety days after this cause of action, or within the time allowed by law.

7. That at all times hereinafter mentioned, the defendant, ANUJ GUPTA, was and still is a resident of the County of Dutchess, State of New York.

8. That on December 10, 2018, and at all times herein mentioned, existed a sidewalk in front of the premises known as 71 Washington Street, in the County of Dutchess, State of New York.

9. That on December 10, 2018, and at all times herein mentioned, the aforesaid sidewalk was owned by Defendant, CITY OF POUKEEPSIE.

10. That on December 10, 218, and at all times herein mentioned, the aforesaid sidewalk was managed and controlled by Defendant, CITY OF POUGHKEEPSIE.

11. That on December 10, 2018, and at all times herein mentioned, the aforesaid sidewalk was maintained by Defendant, CITY OF POUGHKEEPSIE.

12. That at all times hereinafter mentioned, the Defendant, CITY OF POUGHKEEPSIE repaired the aforesaid sidewalk.

13. That on December 10, 2018, and at all times herein mentioned, it was the duty of Defendant, CITY OF POUGHKEEPSIE, to maintain the sidewalk in front of 71 Washington Street, in the County of Dutchess, State of New York, in a reasonably safe condition.

14. That at all times hereinafter mentioned, the Defendant, ANUJ GUPTA, owned the sidewalk in front of 71 Washington Street in the County of Dutchess, State of New York.

15. That at all times hereinafter mentioned, the Defendant, ANUJ GUPTA managed the aforesaid sidewalk.

16. That at all times hereinafter mentioned, the Defendant, ANUJ GUPTA controlled the aforesaid sidewalk.

17. That at all times hereinafter mentioned, the Defendant, ANUJ GUPTA maintained the aforesaid sidewalk.

18. That at all times hereinafter mentioned, the Defendant, ANUJ GUPTA repaired the aforesaid sidewalk.

19. On December 10, 2018, Plaintiff, TRACEY CALABRESE, was lawfully on the aforesaid sidewalk.

20. That on December 10, 2018, Plaintiff, TRACEY CALABRESE, was a lawful pedestrian at the above-mentioned location.

21. That on December 10, 2018, while Plaintiff was lawfully at the aforesaid location, Plaintiff was caused to slip and/or trip and fall on a defective and dangerous section of the aforesaid sidewalk immediately adjacent to 71 Washington Street, County of Dutchess, State of New York, sustaining severe and permanent injuries.

22. That on December 10, 2018, the defendants herein failed to maintain the property in a safe condition and provide a safe and proper means of travel.

23. That on December 10, 2018, the defendants herein had actual and/or constructive notice of the dangerous condition of their property and had adequate opportunity to correct the defective and dangerous condition but failed to do so.

24. As a result of the above, plaintiff, TRACEY CALABRESE, has been damaged in a sum that exceeds the jurisdictional limits of all lower Courts.

AS AND FOR A SECOND CAUSE OF ACTION

25. Plaintiff, TRACEY CALABRESE, repeats, reiterates, and realleges each and every allegation contained in paragraphs "1 through 24" , inclusive with the same force and effect as though said paragraphs were more fully and completely set forth herein at length.

26. That the occurrence herein resulted from the negligence of the defendants, their agents, servants, and/or employees in that they allowed and permitted the sidewalk to become and remain in a dangerous, hazardous and unsafe condition , so that Plaintiff and others were put in a position of danger; in failing to maintain the said sidewalk in a safe condition; in that said conditions remained at a time when defendant, its agents, servants, and/or employees knew or should have known that an incident such as the instant incident, would take place, in allowing the conditions to exist which consisted of a trap and nuisance as well as an improper condition for pedestrians; said dangerous and defective condition, specifically the uneven bluestone, was created by defendant; in allowing an improper condition to exist on the sidewalk; in failing to comply with laws, rules, regulations, ordinances, statues and codes of the Town and Village; in failing to properly maintain the area; in failing to place thereon in the vicinity signs to warn that there was a dangerous condition in the area; in failing to perform regular maintenance; and further, plaintiff specifically reserves the right to rely upon the doctrine of res ispa loquitur.

27. That this action falls within one or more of the exceptions set forth in CPLR § 1602 and does not limit the liability of defendants' joint and several responsibilities.

28. That by reason of the foregoing, Plaintiff , TRACEY CALABRESE, was caused to sustain serious and severe personal injuries to her mind and body, some of which, upon information and belief, are permanent with permanent effects of pain, disability, disfigurement and loss of body function. Further this plaintiff was caused, or will be caused, to expend and become obligated for diverse sums of money for the purpose of obtaining medical care and/or cure in an effort to alleviate the suffering and ills sustained as a result of this accident; the plaintiff was caused, or will be caused, to lose substantial periods of time from her normal vocation, and upon information and belief, may continue in that way into the future and suffer similar losses.

29. As a direct and proximate result of the defendants' conduct, as aforesaid, this plaintiff sustained the injuries and losses alleged above.

30. By reason of the foregoing, the plaintiff, TRACEY CALABRESE, has been damaged in a sum, which the jury would find to be fair, adequate, and just and exceeds the jurisdictional limits of all lower Courts.

31. WHEREFORE, plaintiff demands judgment against the defendants as follows:

a) In the First Cause of Action in a sum which exceeds the jurisdictional limits of all lower Courts;

b) In the Second Cause of Action in a sum which exceeds the jurisdictional limits of all lower Courts;

c) Together with the costs and disbursements of this action and such other and further relief as the Court may deem just and proper.

WHEREFORE, Plaintiff, TRACEY CALABRESE demands judgment against the Defendants CITY OF POUGHKEEPSIE and ANUJ GUPTA together with the costs and disbursements of this action.

Dated: Poughkeepsie, New York
February 25, 2019

Yours, etc.

CHRISTOPHER P. RAGUCCI, ESQ.
O'CONNOR & PARTNERS, PLLC
Attorney(s) for Plaintiff(s)
11 Market Street, Suite 203
Poughkeepsie, NY 12601
845-404-18881

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

2019 MAR -8 AM 8:59
CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

TODAY'S DATE: 3-7-19

NAME AND ADDRESS OF EACH CLAIMANT:

Anthony J Cuomo
32 Grand St Highland, NY 12528

TELEPHONE NUMBER: (845) 324-0397

NAME AND ADDRESS OF ATTORNEY (IF ANY):

PARK At 26 Howard St were I an Employed and City Truck 94 BACKed in to Drivers Side Rear on my 2007 GMC

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

ITEMS DAMAGED OR INJURIES SUSTAINED:

Drivers Side Rear

Anthony J Cuomo
Signature of Claimant

Signature of Claimant

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

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

Anthony J Cuomo
Signature of Claimant

Signature of Claimant

Sworn to before me this
7th day of March, 2019

Wendy D. Rosinski
Notary Public

WENDY D. ROSINSKI
01R06378207
07/23/2022

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

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 MAR 12 PM 2:28

TODAY'S DATE: 3-8-2019

NAME AND ADDRESS OF EACH CLAIMANT:

TELEPHONE NUMBER: ______________________

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

one of the city Vehical plate # BB3131 was driven by MR charles Bennerman back up to my car 2009 BMW 328 from the driveway as I was waiting For the light on 34 North white st PK ny 12603

ITEMS DAMAGED OR INJURIES SUSTAINED:

Signature of Claimant

Signature of Claimant

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

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

Signature of Claimant

Signature of Claimant

Sworn to before me this
8th day of March, 2019

Carolyn Lewis
Notary Public

CAROLYN Y LEWIS
Notary Public - State of New York
NO. 01LE6309246
Qualified in Dutchess County
My Commission Expires Aug 11, 2022

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

CALIBER COLLISION

CALIBER - POUGHKEEPSIE

RESTORING THE RHYTHM OF YOUR LIFE
487 HAIGHT AVE, POUGHKEEPSIE, NY 12603
Phone: (845) 486-7500
FAX: (845) 486-7673

Workfile ID: 88b1b2e5
Federal ID: 33-0730794
State ID: 7124485

Estimate

RO Number:

Customer:
ALKHALAPAWI, IMAD
86 ALL ANGELS HILLS RD
WAPPINGERS FALLS, NY 12590
(845) 235-0578

Insurance:
SELF PAY

Adjuster:
Phone:
Claim:
Loss Date: 3/6/2019
Deductible:

Estimator: Matthew Holland IA
Create Date: 3/11/2019

2009 BMW 3 Series 328i xDrive AWD SULEV 4D SED 6-3.0L Gasoline MPI RED

VIN: WBAPK53589A511408
License:
State:

Interior Color: BRWN
Exterior Color: RED
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor	Type	Paint
1	E01		**FRONT BUMPER & GRILLE**						
2	E01	Remove/Install	R&I front bumper				1.7T	Body	
3	E01		**FRONT LAMPS**						
4	E01	Remove/Install	LT R&I headlamp assy				0.3T	Body	
5	E01		**FENDER**						
6	E01	Remove/Replace	LT Nameplate "X DRIVE"	1	57.53T	OEM	0.2T	Body	
7	E01	Blend	LT Fender						1.0T
8	E01	Remove/Install	LT Fender liner front				0.3T	Body	
9	E01	Remove/Install	LT Fender liner rear				0.2T	Body	
10	E01		**FRONT DOOR**						
11	E01	Remove/Replace	LT Door shell	1	794.95T	OEM	6.2T	Body	3.0T
12	E01		Add for Clear Coat						1.2T
13	E01	Remove/Replace	LT Surround w'strip	1	107.86T	OEM	0.0T	Body	
14	E01	Remove/Replace	LT Handle, outside w/keyless entr from 1-08	1	307.73T	OEM	0.0T	Body	0.5T
15	E01		Overlap Minor Panel						(0.2)T
16	E01		Add for Clear Coat						0.1T
17	E01	Remove/Replace	LT Handle, outside gasket front	1	6.88T	OEM			
18	E01	Remove/Replace	LT Handle, outside gasket rear	1	6.88T	OEM			
19	E01	Remove/Replace	LT Handle, outside cover	1	24.64T	OEM	0.0T	Body	0.2T
20	E01		Add for Clear Coat						0.1T
21	E01	Remove/Replace	LT Carrier	1	91.89T	OEM	0.3T	Body	
22	E01	Remove/Replace	LT Door glass BMW	1	159.95T	Glass	0.0T	Body	
23	E01	Remove/Replace	LT Window regulator	1	199.45T	OEM	0.0T	Body	

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

RO Number:

2009 BMW 3 Series 328i xDrive AWD SULEV 4D SED 6-3.0L Gasoline MPI RED

24	E01		**REAR DOOR**						
25	E01	Remove/Install	LT Belt molding w/o high gloss w/o 335i 335xi 335d				0.3T	Body	
26	E01	Remove/Install	LT Handle, outside primer from 1-08				0.4T	Body	
27	E01	Remove/Install	LT R&I trim panel				0.6T	Body	
28	E01	Blend	LT Door shell						1.0T
29	E01		**MISCELLANEOUS OPERATIONS**						
30	E01	Remove/Replace	Cover car/bag			OEM	0.2T	Body	
31	E01		Diagnostic Pre-Scan	1	40.00T	Other	0.5T	Body	
32	E01		Diagnostic Post-Scan	1	80.00T	Other	0.5T	Body	
33	E01	Repair	Glass Clean Up				1.0T	Body	
34	E01		De-Nib and Polish	1	15.00T	Other	1.0T	Body	

Estimate Totals	Discount $	Markup $	Rate $	Total Hours	Total $
Parts					1,892.76
Labor, Body			52.00	13.7	712.40
Labor, Refinish			52.00	6.9	358.80
Material, Paint			34.00	6.9	234.60
Subtotal					**3,198.56**
Sales Tax					259.88
Grand Total					**3,458.44**
Net Total					**3,458.44**

Estimate Version	Total $
Original	3,458.44

Insurance Total $:	3,458.44
Received from Insurance $:	0.00
Balance due from Insurance $:	3,458.44
Customer Total $:	0.00
Received from Customer $:	0.00
Balance due from Customer $:	0.00

TERMS AND CONDITIONS OF REPAIR SERVICES

1. Payment Upon Completion and Authority to Endorse Checks. Customer agrees that he/she is fully responsible & liable for timely payment of all charges for labor, parts, material & accessories, sublet repairs, and any other charges incurred under these Terms & Conditions, and payment in full shall be made prior to the release of the vehicle. To facilitate timely payment, Customer hereby authorizes Caliber & its authorized employees, to act in Customer's place for the purpose of endorsing, on Customer's behalf, all insurance checks made payable to Caliber and Customer, or to Customer, regarding authorized repairs to the vehicle described in this agreement with such limited authorization terminating upon full payment for the repairs of the vehicle.

A. Notice of Right to Inspect Repairs Before Making Payment. Customers of this shop or his/her insurance company have the right to inspect the repaired vehicle before paying for the repairs.

B. Authorization to Repair. I, being the true and lawful owner of the vehicle identified above or the authorized representative of the owner of the

RO Number:

2009 BMW 3 Series 328i xDrive AWD SULEV 4D SED 6-3.0L Gasoline MPI RED

vehicle identified above hereby authorize repairs to this vehicle as per attached estimate or repair order.
C. Storage Notice: Customers of this facility are hereby notified that we charge storage at the rate customary for the area but not to exceed $45.00 per day inside and $25.00 per day outside on vehicles left at our facility that we do not repair and on repaired vehicles left at our facility for more than 20 days after being notified that the vehicle is ready to be picked up.
D. Estimated Date of Delivery Notice: Estimated Date of Delivery: Estimated date of delivery may change due to parts delay or backordered parts, weather conditions, insurance related delays or unforeseen and uncontrollable factors.

Customer Initials: ___________________

2. Additional Repairs. Customer may authorize Caliber to conduct additional repairs that are discovered following closer inspection or disassembly orally, in written form, or via electronic messaging & all such additional repairs shall be listed on the final invoice.

3. Sublet Repairs, Repair Location and Authority to Operate Vehicle. Customer acknowledges & authorizes Caliber, including its subcontractors & employees, as Caliber deems appropriate, to: perform portions of the repairs through use of subcontractor(s) hired by Caliber; conduct repairs at another Caliber facility; and, operate the vehicle, including use on public streets, for the purposes of including, but not limited to, inspecting, testing, pick-up, delivery, & facilitating repairs.

4. Damage or Theft. Customer acknowledges and agrees that Caliber is not responsible for & does not accept any liability for the theft, or damage to, the vehicle, or any personal property left in the vehicle, that is not a direct result of Caliber's gross negligence. Customer acknowledges that said property is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss related to theft, fire or vandalism while the property remains with Caliber. Customer further acknowledges that all personal property has been removed from the vehicle, and that Caliber, its employees and its subcontractors are not responsible for inspection thereof.

5. Lien Sale for Abandoned Vehicles. In addition to any and all other available legal & equitable remedies, Caliber may, in accordance with applicable state law, begin lien sale proceedings & sell the vehicle by way of a public auction.

6. DISPUTE SETTLEMENT AND ARBITRATION. CUSTOMER & CALIBER ACKNOWLEDGE AND AGREE THAT IN THE EVENT A DISPUTE OR CONTROVERSY ARISES CONCERNING THIS AGREEMENT OR THE REPAIRS TO THE VEHICLE, CUSTOMER & CALIBER SHALL FIRST ATTEMPT IN GOOD FAITH TO SETTLE THE DISPUTE BY MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER OR COMMERCIAL MEDIATION PROCEDURES, AS APPLICABLE. IN THE EVENT THAT THE MATTER IS NOT SETTLED BY MEDIATION AS PROVIDED FOR IN THIS PARAGRAPH, CUSTOMER & CALIBER AGREE THAT SUCH DISPUTE OR CONTROVERSY SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER OR COMMERCIAL ARBITRATION RULES, AS APPLICABLE. CUSTOMER HEREBY ACKNOWLEDGES THAT A COPY OF SUCH RULES, A GUIDE TO THE APPLICABLE PROCEDURES AND INFORMATION NOTING THE NEAREST AMERICAN ARBITRATION ASSOCIATION LOCATION IS AVAILABLE FOR CUSTOMER'S REVIEW AT www.adr.org/aaa/faces/rules. CUSTOMER MAY ALSO CONTACT THE AMERICAN ARBITRATION ASSOCIATION AT 212-484-4181 or 888-855-9575. JUDGMENT ON THE ARBITRATION AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF EITHER CUSTOMER OR CALIBER ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY, WHETHER ON BEHALF OF THE GENERAL PUBLIC, OTHER CALIBER CUSTOMERS OR OTHER PERSONS SIMILARLY SITUATED. NOTWITHSTANDING THE FOREGOING, CALIBER AND CUSTOMER AGREE THAT CLAIMS ARISING UNDER THE MAGNUSON-MOSS WARRANTY ACT ("MMWA"), SHALL BE MEDIATED BUT SHALL NOT BE ARBITRATED. IF MEDIATION DOES NOT RESOLVE A CLAIM UNDER THE MMWA, THE CUSTOMER MAY PURSUE THE MMWA CLAIM, AND ONLY THE MMWA CLAIM, IN COURT. ANY CLAIMS NOT UNDER THE MMWA SHALL BE ARBITRATED AS SET FORTH HEREIN. IN THE EVENT THE CUSTOMER DOES BRING AN MMWA CLAIM IN COURT, CUSTOMER AND CALIBER EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AS TO SUCH CLAIM.

7. Limited Warranty. Subject to the obligations and exclusions below, Caliber warrants the repairs against defects in materials and workmanship for the applicable period of time set forth in Section 7(A) During such time, Caliber will repair or replace any parts which prove to be defective by reason of improper workmanship or materials without charge for parts or labor relating thereto, subject to the terms and conditions herein, including, but not limited to Section 7(C) below. All warranty repairs must be performed at one of Caliber's facilities. If the vehicle is outside Caliber's market area, the warranty repairs may be performed at any repair facility nationwide that is approved in advance by Caliber.
A. Warranty Period. Non-Transferability & Non-Assignability. Except as otherwise provided herein, Caliber warrants the repairs and paint only to Customer and for only as long as Customer owns the vehicle, but in no event for less than sixty (60) days. Customer may not expressly or implicitly transfer or assign any rights granted under this limited warranty.
B. Defects In Manufacturer's Parts, Material or Accessories. In certain instances Caliber may use parts, materials or accessories in its repairs that have been procured from third-party manufacturers and/or suppliers. In such instances, Caliber warrants such parts, materials or accessories only to the extent that the third-party manufacturer or supplier's warranties apply to Caliber.
C. Limitations and Exclusions. This limited warranty does not apply to repairs necessitated by any cause beyond the reasonable control of Caliber,

RO Number:

2009 BMW 3 Series 328i xDrive AWD SULEV 4D SED 6-3.0L Gasoline MPI RED

including any defects, damage or malfunctions caused by or resulting from unauthorized service or parts, improper or inadequate vehicle maintenance, use for which any parts or accessories were not designed or approved, alterations, accidents, modification of repairs, subsequent repairs performed by a party other than Caliber (except as set forth in this Section 7), abuse, misuse, neglect, or acts of God. Any and all disputes related to this section shall be resolved according to the procedures set forth in Paragraph 6 above.

D. Environmental Damage. This limited warranty does not apply to damage caused by chemicals, tree sap, road salt, sand, rocks, pebbles, hail, windstorms, sun, pollution or other environmental factors or road hazards that may damage cloth, leather, plastic, wood, vinyl, paint, chrome, upholstery and/or convertible tops.

E. Waiver of Right to Return of Replaced Auto Parts. A customer of this shop has the right to receive the replaced parts from vehicle. Customer is hereby notified that there will be a $25.00 fee per day for storing the replaced parts commencing on the date the vehicle is delivered or the date the repairs are paid for, whichever comes first if the parts is not picked up by customer at that time.

By initialing I am waiving my right to receive the replaced parts. Customer Initials: ____________________

8. DISCLAIMERS. THE FOREGOING PARAGRAPH 7 IS THE COMPLETE LIMITED WARRANTY FOR CALIBER REPAIRS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER EXPRESS WARRANTIES ARE MADE WITH RESPECT TO CALIBER REPAIRS IN NO EVENT WILL CALIBER BE LIABLE TO THE CUSTOMER OF THE VEHICLE DESCRIBED IN THIS AGREEMENT, FOR ANY COMMERCIAL DAMAGES, EXPENSES, LOST REVENUES, LOST SAVINGS OR ANY OTHER SPECIAL, INDIRECT INCIDENTAL OR CONSEQUENTIAL LOSSES OF A COMMERCIAL NATUREWHATSOEVER, EVEN IF CALIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT ANY PART OF THIS LIMITED WARRANTY IS IN CONFLICT WITH APPLICABLE LAW, CALIBER WILL FOLLOW APPLICABLE LAW.

9. Entire Agreement, Headings, Validity. Customer acknowledges that he/she has not been induced to authorize repairs by any representation or warranty not set forth in this agreement. This is the entire agreement between Caliber & Customer, and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. This agreement may only be modified in writing, signed by Caliber & Customer, either through manual or digital signatures.

Customer Signature: ____________________ Date: 3-11-2019

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

Local Codes
19-8599
Q3PD1099LWR7

☐ AMENDED REPORT

New York State Department of Motor Vehicles

POLICE ACCIDENT REPORT

MV-104A (6/04)

19	3
20	–
21	–
22	–
23	7
24	5
25	15
26	1
27	1
28	1
29	–
30	–

1	–
2	–
3	1
4	1
5	1
6	1
7	1

Accident Date Month	Day	Year	Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene	Left Scene	Police Photos
3	6	2019	Wednesday	12:40	2	0	0	☐ Accident Reconstructed ☐	☐	☑ Yes ☐ No

VEHICLE 1

VEHICLE 1- Driver License ID Number 583880852 State of Lic. NY

Driver Name - exactly as printed on license BENNERMAN, CHARLES L

Address (Include Number and Street) 34 N WHITE ST Apt. No.

City or Town POUGHKEEPSIE State NY Zip Code 12601

Date of Birth Month 12 Day 9 Year 1953 Sex M Unlicensed ☐ No. of Occupants 01 Public Property Damaged ☐

Name - exactly as printed on registration CITY OF POUGHKEEPSIE, Sex C Date of Birth Month Day Year

Address (Include Number and Street) 26 HOWARD ST Apt. No. Haz. Mat. Code – Released ☐

City or Town POUGHKEEPSIE State NY Zip Code 12601

Plate Number BB3131 State of Reg. NY Vehicle Year & Make 2018 FORD Vehicle Type SUBN Ins. Code 994

Ticket/Arrest Number(s)

Violation Section(s)

☑ VEHICLE 2 ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN

VEHICLE 2- Driver License ID Number State of Lic. UN

Driver Name - exactly as printed on license ALCANTARA, MANUEL DE JESUS

Address (Include Number and Street) 394 CHURCH STREET APT 1 Apt. No.

City or Town POUGHKEEPSIE State NY Zip Code 12601

Date of Birth Month 11 Day 2 Year 1985 Sex M Unlicensed ☑ No. of Occupants 01 Public Property Damaged ☐

Name - exactly as printed on registration ALKHALAFAWI, IMAD M Sex Date of Birth Month 9 Day 29 Year 1957

Address (Include Number and Street) 86 ALL ANGELS HLL R Apt. No. Haz. Mat. Code – Released ☐

City or Town WAPPINGER FALL State NY Zip Code 12590

Plate Number HRW4322 State of Reg. NY Vehicle Year & Make 2009 BMW Vehicle Type 4DSD Ins. Code 618

Ticket/Arrest Number(s) PD1099LXHT

Violation Section(s) 5091

VEHICLE 1

Check if involved vehicle is:
☐ more than 95 inches wide;
☐ more than 34 feet long;
☐ operated with an overweight permit;
☐ operated with an overdimension permit.

VEHICLE 1 DAMAGE CODES		
Box 1 - Point of Impact	1: 7	
Box 2 - Most Damage		2: 7
Enter up to three more damage codes	3: 7	4: 8
	5:	

Vehicle By:
Towed To:

VEHICLE 2

Check if involved vehicle is:
☐ more than 95 inches wide;
☐ more than 34 feet long;
☐ operated with an overweight permit;
☐ operated with an overdimension permit.

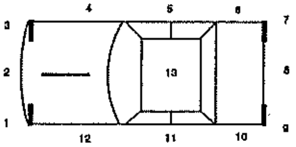
VEHICLE 2 DAMAGE CODES		
Box 1 - Point of Impact	1: 11	
Box 2 - Most Damage		2: 11
Enter up to three more damage codes	3: 11	4: 10
	5:	

Vehicle By: ADRIANCE
Towed To: ADRIANCE

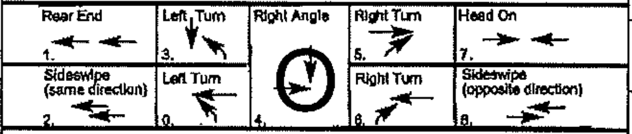
VEHICLE DAMAGE CODING:

1-13 SEE DIAGRAM ON RIGHT.

14. UNDERCARRIAGE
15. TRAILER
16. OVERTURNED
17. DEMOLISHED
18. NO DAMAGE
19. OTHER



Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.



ACCIDENT DIAGRAM

9.

Cost of repairs to any one vehicle will be more than $1000.
☐ Unknown/Unable to determine ☑ Yes ☐ No

Reference Marker

Coordinates (if available)
Latitude/Northing
Longitude/Easting

Place Where Accident Occurred:
County DUTCHESS ☑ City ☐ Village ☐ Town of POUGHKEEPSIE
Road on which accident occurred 34 NORTH WHITE STREET (Route Number or Street Name)
at 1) intersecting street (Route Number or Street Name)
or 2) 20 feet miles ☑ N ☐ S ☐ E ☐ W of MAPLE STREET (Milepost, Nearest Intersecting Route Number or Street Name)

Accident Description/Officer's notes

OPERATOR OF VEHICLE TWO WAS TRAVELING SOUTH ON NORTH WHITE STREET TOWARDS THE INTERSECTION OF MAPLE STREET. THE OPERATOR OF VEHICLE TWO SAW THE OPERATOR OF VEHICLE ONE BACKING OUT OF THE DRIVEWAY OF 34 NORTH WHITE STREET AND STOPPED AND STARTED TO HONK HIS HORN. THE OPERATOR OF VEHICLE ONE CONTINUED TO BACK OUT OF THE DRIVEWAY AND BACKED INTO THE DRIVER SIDE DOOR OF VEHICLE TWO. NO INJURIES WERE REPORTED ON SCENE. A VIDEO AND PHOTOS WERE

USE COVER SHEET N

ALL INVOLVED

	8	9	10	11	12	13	14	15	16	17 BY	TO 18	Names of all Involved	Date of Death Only
A	1	1	4	1	65	M	–	–	–			BENNERMAN, CHARLES	
B	2	1	4	1	33	M	–	–	–			ALCANTARA, MANUEL D	
C													
D													
E													
F													

Officer's Rank and Signature	Badge/ID No.	NCIC No.	Precint/Post Troop/Zone	Station/Beat Sector	Reviewing Officer	Date/Time Reviewed
PATROLMAN	62	01302			CRONK, BRYAN	3/8/2019 06:37
Print Name in Full: RENEE A KNAPP						

Page 2 of 2 Pages

Local Codes
19-8599
Q3PD1099LWR7

New York State Department of Motor Vehicles

POLICE ACCIDENT REPORT

MV-104A (6/04)

☐ AMENDED REPORT

19

1

Accident Date Month	Day	Year	Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene ☐ / Accident Reconstructed ☐	Left Scene	Police Photos	20
3	6	2019	Wednesday	12:40	2	0	0		☐	☑ Yes ☐ No	

VEHICLE

☐ VEHICLE ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN

2 3 4 5 6

[redacted]

[redacted]

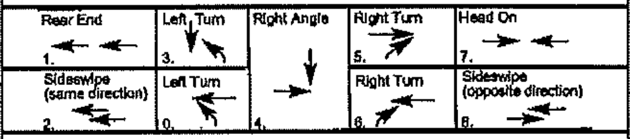
21 22 23 24 25

7

[redacted]

[redacted]

Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.



26

ACCIDENT DIAGRAM

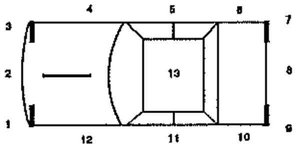
9.

27

VEHICLE DAMAGE CODING:

1-13 SEE DIAGRAM ON RIGHT.

14. UNDERCARRIAGE 17. DEMOLISHED
15. TRAILER 18. NO DAMAGE
16. OVERTURNED 19. OTHER



Cost of repairs to any one vehicle will be more than $1000.

☐ Unknown/Unable to determine ☐ Yes ☐ No

28

Reference Marker

Coordinates (if available)
Latitude/Northing
Longitude/Easting

Place Where Accident Occurred:
County DUTCHESS ☐ City ☐ Village ☐ Town of
Road on which accident occurred (Route Number or Street Name)
at 1) intersecting street (Route Number or Street Name)
or 2) feet miles ☐ N ☐ S ☐ E ☐ W of (Milepost, Nearest intersecting Route Number or Street Name)

29

Accident Description/Officer's notes
COLLECTED AND PUT INTO EVIDENCE.

30

USE COVER SHEET

N

ALL INVOLVED

	8	9	10	11	12	13	14	15	16	17 BY	TO 18	Names of all involved	Date of Death Only
A	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
B	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
C	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
D	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
E	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
F	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Officer's Rank and Signature	Badge/ID No.	NCIC No.	Precint/Post Troop/Zone	Station/Beat Sector	Reviewing Officer	Date/Time Reviewed
PATROLMAN :	62	01302			CRONK, BRYAN	3/8/2019 06:37

Print Name in Full: RENEE A KNAPP

SUPREME COURT OF TH STATE OF NEW YORK
COUNTY OF DUTCHESS
---X
STAR CHRISTIE,

Claimants,

-against-

CITY OF POUGHKEEPSIE,

Respondent.
---X

NOTICE OF CLAIM

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 MAR 13 PM 12:00

TO: **CITY OF POUGHKEEPSIE**
City Hall
62 Civic Center Plaza
Poughkeepsie, NY 12601

PLEASE TAKE NOTICE that the claimant(s) **STAR CHRISTIE,** hereby files a claim against the **CITY OF POUGHKEEPSIE,** as a result of tortious injuries suffered by her and caused by the above entity. The claim for said tortious injuries is herewith presented to you for personal damages suffered by claimant(s) as a result of injuries resulting from the negligence of the above-mentioned respondent.

1. The claimant(s) **STAR CHRISTIE,** resides at 52 Corlies Avenue, Apt A, Poughkeepsie, New York 12601.
2. The claimants' attorneys, O'Connor & Partners, PLLC, have their offices at 11 Market Street, Suite 203, Poughkeepsie, New York 12601.
3. The injuries for which this claim is made occurred on or about February 16, 2019, at or near 368 Main Street, Poughkeepsie, NY 12601.
4. At the time of the injury the claimant, **STAR CHRISTIE** was walking upon the sidewalk located in front of the premises located at 368 Main Street,

Poughkeepsie, New York 12601, when the claimant was caused to slip and fall on water, snow and/or ice which had accumulated on the ground surface of the aforementioned sidewalk.

5. On or about the 16th day of February, 2019, the claimant suffered serious injuries including a torn left rotator cuff injury and other injuries as a result of slipping and falling on water, snow and/or ice which had accumulated on the ground surface of the aforementioned sidewalk.

6. The negligence of the respondents was in failing to properly maintain and keep the aforementioned sidewalk adjacent to the home located at 368 Main Street, Poughkeepsie, New York free of the accumulation of water, snow and/or ice or to salt or sand the sidewalk to prevent water, snow and/or ice from forming at said location adjacent to the premises located at 368 Main Street, Poughkeepsie, New York.

7. The above named respondent had knowledge or by the exercise of reasonable care and due diligence should have had knowledge of the dangerous condition existing at the aforementioned location and/or caused and/or contributed to said condition at the aforementioned location.

8. Said injuries were incurred through the negligence and culpable conduct of the above respondent, their officers, agents, servants and/or employees without any comparative negligence on the part of the claimants.

9. This action falls under one or more of the exceptions of Article 16 of the Civil Practice Law and Rules of the State of New York.

10. As a result of such negligence and injuries, the claimant demands compensatory damages for injuries and pain incurred in a fair and compensatory sum of money together with the costs and disbursements of this action and interest thereon.

Dated: March 6, 2019
Poughkeepsie, New York

O'CONNOR & PARTNERS, PLLC

CHRISTOPHER R. RAGUCCI, ESQ.
Attorneys for Claimant
11 Market Street, Suite 203
Poughkeepsie, NY 12601
(845) 404-1881

Star Christie

STAR CHRISTIE, Claimant

VERIFICATION

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

STAR CHRISTIE, being duly sworn, depose and say: That she is the claimant in the above action. She has read the annexed Notice of Claim and knows the contents thereof an the same are true to her knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters we believe them to be true.

Star Christie
STAR CHRISTIE

Sworn to before me, this
6 day of March, 2019

LOIZAIDA DE JESUS
Commissioner of Deeds
City of New York – No. 3-7347
~~Certificate~~ Filed in New York County
Commission Expires ~~March 1, 2011~~ 5/1/19

Notary Public

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS
---X
VANESSA MICELI and JOSEPH MICELI

Claimants,

-against-

CITY OF POUGHKEEPSIE,

Respondent.
---X

COPY

NOTICE OF CLAIM

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 MAR 12 AM 8:21

TO : Deanne Flynn
City Chamberlain
City Hall - First Floor
62 Civic Center Plaza
Poughkeepsie, New York 12601

Honorable Rob Rolison
Mayor
City Hall
62 Civic Center Plaza
Poughkeepsie, New York 12601

Corporation Counsel
City Hall - Third Floor
62 Civic Center Plaza
Poughkeepsie, New York 12601

Mr. Chris Gent
Commissioner of Public Works
26 Howard Street
Poughkeepsie, New York 12601

The Claimants, VANESSA MICELI and JOSEPH MICELI, hereby provide notice of claim, by their attorneys, RUSK, WADLIN, HEPPNER & MARTUSCELLO LLP, pursuant to General Municipal Law Section 50-e, as follows, upon information and belief:

1. The name and post office address of the Claimants is as follows: VANESSA MICELI and JOSEPH MICELI, 39 McLaughlin Drive, Marlboro, NY 12542.

2. Claimants' attorneys are: Rusk, Wadlin, Heppner & Martuscello, LLP, 255 Fair Street, P.O. Box 3356, Kingston, New York 12402. Claimants' attorneys' phone number is (845) 331-4100.

3. The nature of the claim is for damages for personal injuries sustained by the Claimant, VANESSA MICELI, to her lower right leg while walking on the sidewalk overpass for the train tracks on the north side of Main Street in the City of Poughkeepsie, New York near the stairwell of the Metro North Train Station. Photographs depicting the area of the fall as well as the condition of the

sidewalk at the time of the claimant's fall are attached hereto as Exhibit "A". Claimant was injured on January 24, 2019, at approximately 5:05 a.m. on the sidewalk on the north side of Main Street, City of Poughkeepsie, Dutchess County, New York. Upon information and belief, the City of Poughkeepsie negligently maintained the sidewalk causing a dangerous condition. The City of Poughkeepsie failed to maintain the sidewalk in a reasonably safe condition. It is also claimed that the City of Poughkeepsie created the hazardous condition on the sidewalk in front of the stairs leading to the train platform by improperly removing the snow from the sidewalk and/or permitting piles of snow to remain on the sides of the sidewalk, which piles of snow melted as temps rose above freezing resulting in water on the sidewalk, which refroze during the evening hours producing ice which was not properly treated with salt and/or sand or ice melt causing the claimant to fall and sustain injuries. It is also claimed that the City of Poughkeepsie created the dangerous condition by piling the snow along the sides and edges of the sidewalk allowing the snow to thaw and re-freeze and failing to salt and sand the sidewalk knowing it is used for pedestrian access at all hours of day and night, seven days a week.

4. Upon information and belief, the injuries caused to the Claimant, VANESSA MICELI, were a result of the wrongful, careless, and negligent acts of the City of Poughkeepsie, its agents, servants, and employees without any contributory negligence on the Claimants' part. Claimant, JOSEPH MICELI, is married to Claimant, VANESSA MICELI, and his claim is for loss of consortium.

5. Claimants' damages include personal injury, physical injury, permanent injury, past pain and suffering, future pain and suffering, past medical bills, hospital bills, medical expenses, surgical expenses, future medical treatment and lost wages, and a loss of consortium claim. As a result of the accident, Claimant, VANESSA MICELI, was treated at the Mid-Hudson Regional Hospital

Emergency Room for the injuries to her right lower extremity with follow up treatment at CareMount Medical, including surgical intervention for fractures to her right leg. Upon information and belief, the Claimant, VANESSA MICELI, will need further medical care.

6. Said Claim and demand is hereby presented for adjustment and payment.

7. The undersigned hereby presents this claim for pain and suffering for VANESSA MICELI and JOSEPH MICELI, and demands for adjustment and payment all damages and notifies you that unless the same are adjusted and paid within thirty (30) days from the date of its presentation to you, it is the intention of the undersigned to commence an action thereon.

PLEASE TAKE FURTHER NOTICE, that should the City of Poughkeepsie fail to pay the claim for Claimants' injuries, the Claimants' intend to commence an action against the City of Poughkeepsie to recover for the injuries and pain and suffering and all damages that the Claimants have suffered.

Dated: Kingston, New York
March 7, 2019

JOHN G. RUSK, ESQ.
RUSK, WADLIN, HEPPNER & MARTUSCELLO, LLP
Attorneys for Claimant
Office and P.O. Address
255 Fair Street, P.O. Box 3356
Kingston, New York 12402
(845) 331-4100

Vanessa Miceli

STATE OF NEW YORK, COUNTY OF ss:

I, the undersigned, am an attorney admitted to practice in the courts of New York, and

☐ certify that the annexed
has been compared by me with the original and found to be a true and complete copy thereof.

☐ say that: I am the attorney of record, or of counsel with the attorney(s) of record, for
I have read the annexed
know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following:

The reason I make this affirmation instead of is

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

Dated:

(Print signer's name below signature)

STATE OF NEW YORK, COUNTY OF ULSTER ss:

Vanessa Miceli & Joseph Miceli being sworn says: I am a Claimant

☒ Individual Verification — in the action herein; I have read the annexed Notice of Claim
know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

☐ Corporate Verification — the of
a corporation, one of the parties to the action; I have read the annexed
know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based upon the following:

Joseph Miceli

Sworn to before me on March 8, 2019

Vanessa Miceli

(Print signer's name below signature)

Vanessa Miceli

STATE OF NEW YORK, COUNTY OF ss:

being sworn says: I am not a party to the action, am over 18 years of age and reside at

On , 20 , I served a true copy of the annexed
in the following manner:

☐ Service by Mail — by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service, addressed to the address of the addressee(s) indicated below, which has been designated for service by the addressee(s) or, if no such address has been designated, is the last-known address of the addressee(s):

☐ Personal Service — by delivering the same personally to the persons at the address indicated below:

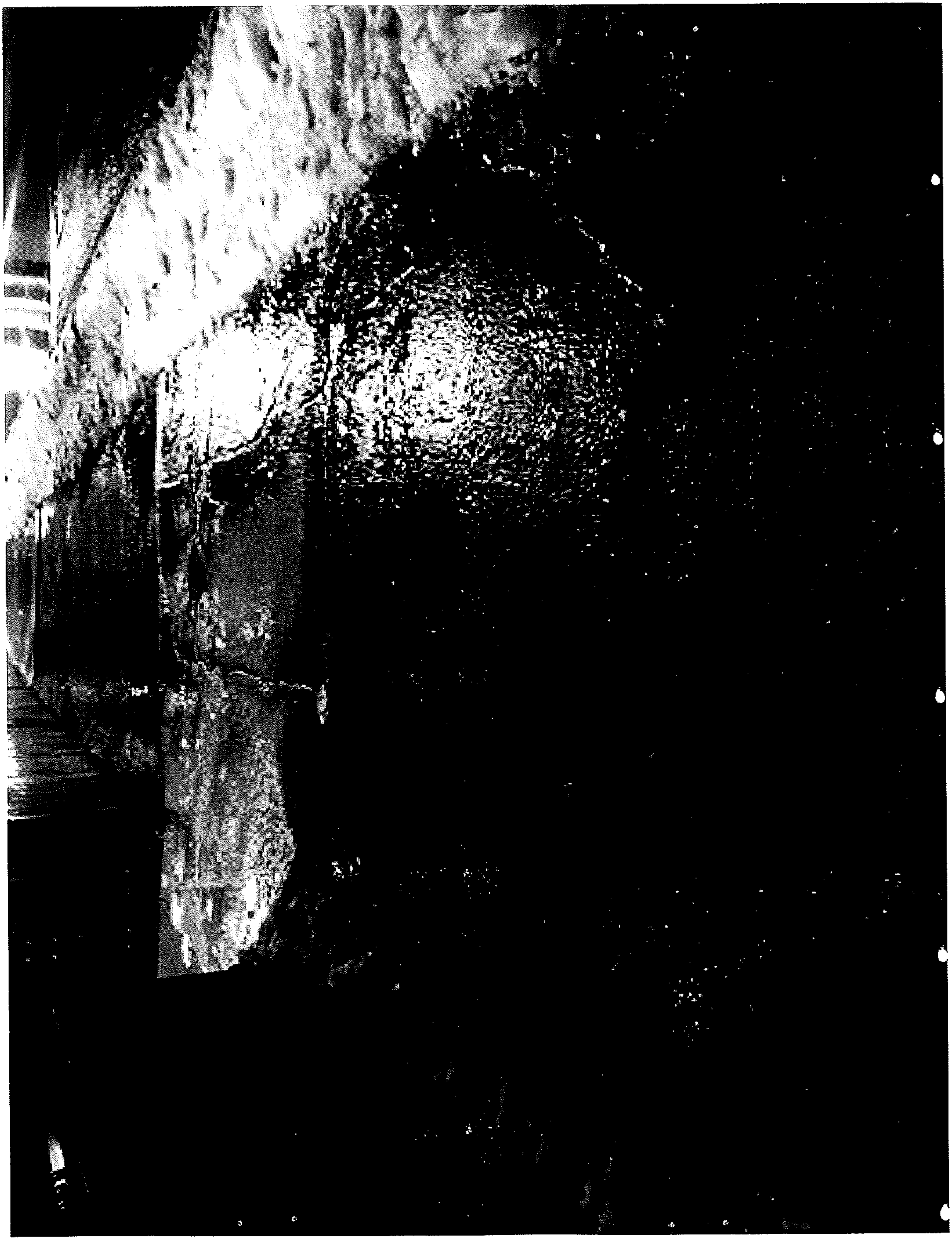
☐ Service by Facsimile — by transmitting the same to the attorney by facsimile transmission to the facsimile telephone number designated by the attorney for that purpose. In doing so, I received a signal from the equipment of the attorney served indicating that the transmission was received, and mailed a copy of same to that attorney, in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service, addressed to the address of the addressee(s) as indicated below, which has been designated for service by the addressee(s) or, if no such address has been designated, is the last-known address of the addressee(s):

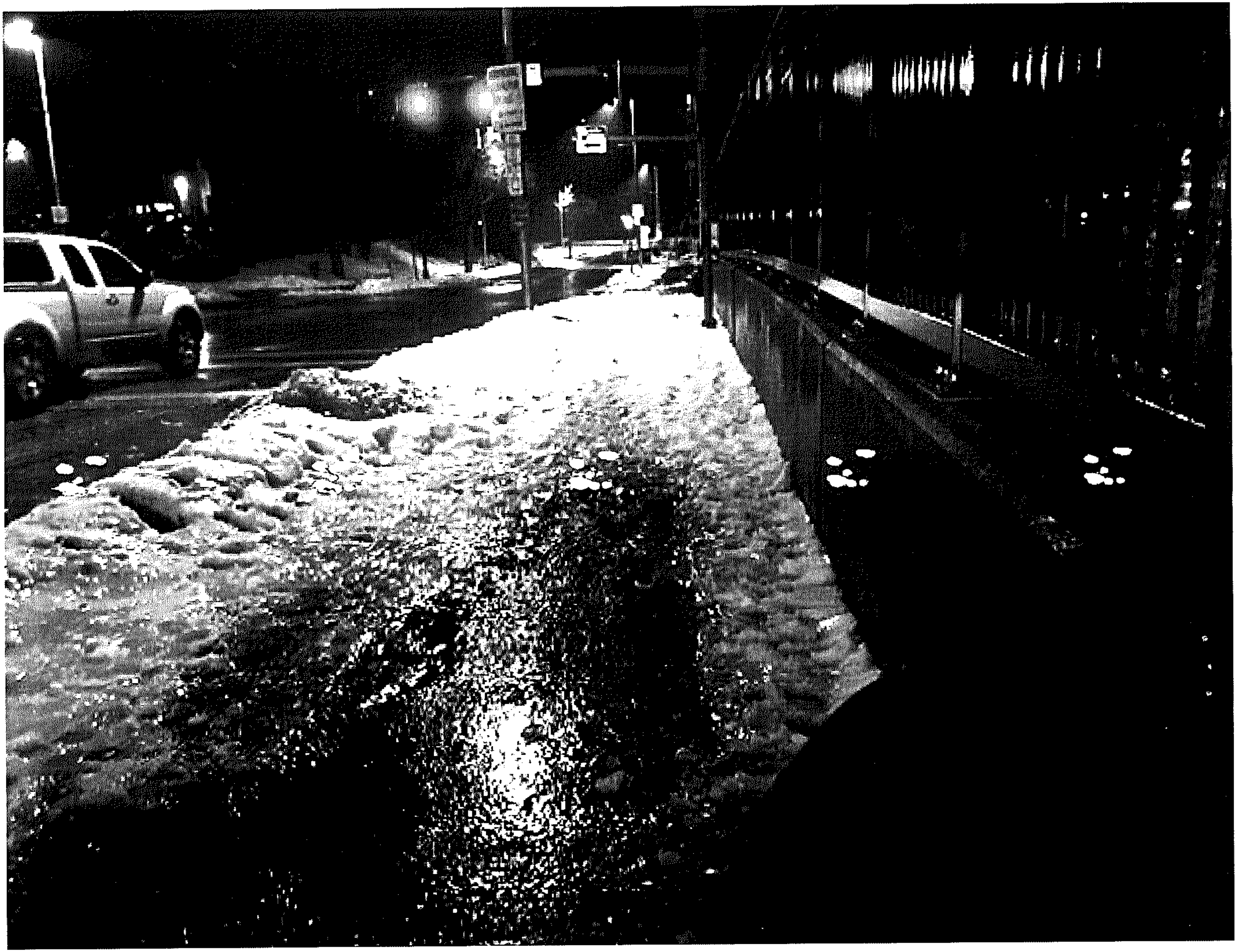
☐ Service by Electronic Means — by transmitting the same to the attorney by electronic means upon the party's written consent. In doing so, I indicated in the subject matter heading that the matter being transmitted electronically is related to a court proceeding:

☐ Overnight Delivery Service — by depositing the same with an overnight delivery service in a wrapper properly addressed, the address having been designated by the addressee(s) for that purpose or, if none is designated, to the last-known address of addressee(s). Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The address and delivery service are indicated below:

Check Applicable Box

Sworn to before me on , 20





SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS
--X
VANESSA MICELI and JOSEPH MICELI

Claimants,

-against-

CITY OF POUGHKEEPSIE,

Respondent.
--X

AFFIDAVIT OF MAILING

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

Diane M. MacCreery, being duly sworn, deposes and says:

1. I am not a party to the action, am over 18 years of age and reside at Marbletown, NY.

2. On March 8, 2019 I served true copies of the annexed Notice of Claim by mailing the same Certified Mail, Return Receipt Requested in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

Deanne Flynn
City Chamberlain
City Hall - First Floor
62 Civic Center Plaza
Poughkeepsie, New York 12601

Honorable Rob Rolison
Mayor
City Hall
62 Civic Center Plaza
Poughkeepsie, New York 12601

Corporation Counsel
City Hall - Third Floor
62 Civic Center Plaza
Poughkeepsie, New York 12601

Mr. Chris Gent
Commissioner of Public Works
26 Howard Street
Poughkeepsie, New York 12601

Diane M MacCreery
Diane M. MacCreery

Sworn to before me on this
8th day of March, 2019.

Notary Public

Ann J. Vaccaro
Notary Public, State of New York
Reg. #01VA6025335
Qualified in Ulster County
Commission Expires May 24, 2019

1799

THE CITY OF POUGHKEEPSIE
NEW YORK

COMMON COUNCIL MEETING
MINUTES

Monday, December 17, 2018 6:30 p.m. **City Hall**

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- 8 Present 1 Absent (Councilmember Salem)

II. REVIEW OF MINUTES:

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

ADD:

VII. MOTIONS AND RESOLUTIONS:

1. Resolution R18-105, accepting a charitable donation for the Police Department.
2. SEQRA Resolution R18-106 and the Sale Resolution R18-107, approving the Sale of 35 Catherine Street.

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

7. **FROM CITY ADMINISTRATOR NELSON,** a communication regarding the Sale of city owned property located at 375 Church Street.
8. **FROM SCENIC HUDSON** a presentation on Pedestrian Needs Assessment.

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

Lou Vigliotti-
Theodore

Constantine Kazolias 47 Noxon Street
Darrett Roberts 148 Franklin Street
Laurie Sandow South Grand Avenue

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney-stated that in the interest of time, will save her comments for the following meeting.

VI. MAYOR'S COMMENTS:

Mayor Rolison- wished everyone a great holiday, wish everyone a great new year, and look forward to working together next year.

VII. MOTIONS AND RESOLUTIONS:

1. **A motion was made by Councilmember McNamara and seconded by Councilmember Lorraine Johnson to receive and print.**

RESOLUTION
(R-18-101)

INTRODUCED BY COUNCILMEMBER CHERRY:

WHEREAS, finance has determined that certain end of the year budget adjustments need to be made to the 2018 adopted budget all of which do not have a financial impact on the budget but are merely adjustments to revenue and expenses which balance one-another; and

WHEREAS, it is best practices in municipal finance that certain year-end budget transfers are made by the legislative body so that funding available in under-expended budget categories may be shifted to certain budget categories which exceeded their line-item budgets;

WHEREAS, the Common Council of the City of Poughkeepsie has determined that this resolution constitutes a Type II action as defined by the New York State Environmental Quality Review Act and 6 NYCRR Part 617,

NOW, THEREFORE,

BE IT RESOLVED, that the 2018 Budget for the City of Poughkeepsie is hereby amended in accordance with the adjustments appearing on "Schedule A", attached.

SECONDED BY COUNCILMEMBER MCNAMARA

BUDGET AMENDMENT REQUEST 12-17-2018
SCHEDULE A

Approp. Line	Description	Increase	Decrease
Finance			
01.04.1310.7803	Social Security	135.00	
01.04.1320.7103	Salaries - CSEA	2,325.00	
01.04.1320.7113	Overtime - CSEA	2,575.00	
01.04.1320.7177	Accum. Pay - Compensatory	3,700.00	
01.04.1320.7803	Social Security	400.00	
01.04.1320.7803.M	Medicare	100.00	
01.04.1330.7103	Salaries CSEA	2,125.00	
01.04.1330.7803	Social Security	135.00	
01.04.1330.7803.M	Medicare	30.00	
01.04.1430.7177	Accum. Pay - Compensatory	625.00	
01.04.1430.7178	Accum. Pay - Sick	110.00	
01.04.1430.7179	Accum. Pay - Vacation	675.00	
01.04.1430.7803	Social Security	70.00	
01.04.1430.7803.M	Medicare	15.00	
01.04.1680.7103	Salaries - CSEA	7,700.00	
01.04.1680.7108	Permanent Part Time	2,575.00	
01.04.1680.7202	Computer Equipment	2,200.00	
01.04.1680.7803	Social Security	650.00	
01.04.1680.7803.M	Medicare	150.00	
01.04.1680.7449	Repair Maint. Service Contract		9,000.00
01.04.1310.7463	Contract Services - Accounting		13,000.00
01.04.1310.7469	Contract Services - Other		4,295.00
		26,295.00	26,295.00
Clerk			
01.06.1410.7803	Social Security	73.00	
01.06.1410.7803.M	Medicare	17.00	
01.06.1410.7406	Office Postage		90.00
01.06.4020.7405	Office Printing	200.00	
01.06.4020.7406	Office Postage	2,700.00	
01.20.1900.7498	Contingency		2,900.00
		2,990.00	2,990.00

BUDGET AMENDMENT REQUEST 12-17-2018

Approp. Line	Description	Increase	Decrease
Law			
01.07.1420.7102.L	Salaries - Management Longevities	1,625.00	
01.07.1420.7179	Accum. Pay - Vacation	3,150.00	
01.07.1420.7202	Computer Equipment	110.00	
01.07.1420.7803	Social Security	300.00	

01.07.1420.7803.M	Medicare	75.00	
01.07.1420.7460	Contracted Services - Legal		5,218.00
		5,260.00	5,260.00

City Administrator

01.03.1230.7157	Stipend - Sick Leave - Management	500.00	
01.03.1230.7179	Accum. Pay - Vacation	7,172.00	
01.03.1230.7202	Computer Equipment	838.00	
01.03.1230.7803	Social Security	476.00	
01.03.1230.7803.M	Medicare	111.00	
01.20.1900.7498	Contingency		9,097.00
		9,097.00	9,097.00

Public Works

01.08.1440.7405	Office Printing	15.00	
01.08.1440.7408	Office - Telephones	150.00	
01.08.1490.7408	Office Telephones	725.00	
01.08.1620.7471	Utilities Lighting	2,500.00	
01.08.1640.7448	Repair/Maint. Gasoline	15,000.00	
01.08.5110.7442	Pepair/Maint. Streets	2,000.00	
01.08.5142.7429	Mat & Supplies - Snow Removal	55,000.00	
01.08.5142.7443	Repair/Maint. Equipment	10,000.00	
01.08.5650.7408	Office - Telephones	700.00	
01.08.8560.7423	Mat. & Supplies - General	500.00	
01.08.8560.7435	Rent/Lease Equipment	300.00	
01.08.8560.7443	Repair/Maint. Equipment	500.00	
01.08.5110.7103	Salaries - CSEA		16,850.00
01.08.7110.7106	Salaries - Temporary		29,540.00
01.001.8560.7103	Salaries - CSEA		41,000.00
		87,390.00	87,390.00

Police

01.09.3120.7114	Overtime Police	66,000.00	
01.09.3124.7405	Office Printing	775.00	
01.09.3124.7406	Office Postage	375.00	
01.09.3127.7140	Allowances - Meals	110.00	
01.09.3127.7803	Social Security	175.00	
01.09.3131.7113	Overtime - CSEA	9,900.00	
01.09.3131.7803	Social Security	65.00	
01.09.3131.7803.M	Medicare	15.00	
01.20.1900.7498	Contingency		77,415.00
		77,415.00	77,415.00

BUDGET AMENDMENT REQUEST 12-17-2018

Approp. Line	Description	Increase	Decrease
Fire			
01.10.3410.7103	Salaries - CSEA	2,525.00	
01.10.3410.7105	Salaries - Fire	22,025.00	
01.10.3410.7115	Overtime - Fire	88,250.00	
01.10.3410.7115.001	Overtime - Fire FF	1,480.00	
01.10.3410.7135	Sal Add - Career Inc. - Fire	550.00	
01.10.3410.7155	Stipend - SickLeave Incen - Fire	1,850.00	
01.10.3410.7175	Accum Pay - Holiday - Fire	37,000.00	
01.10.3410.7177	Accum. Pay - Compensatory	600.00	
01.10.3410.7217	Building Equipment	1,600.00	
01.10.3410.7420	Materials/Supplies - Building	1,150.00	
01.10.3410.7803	Social Security	9,050.00	
01.10.3410.7803.M	Medicare	2,125.00	
01.20.1900.7498	Contingency		168,205.00
		168,205.00	168,205.00
Development			
01.11.3620.7103	Salaries - CSEA	10,250.00	
01.11.3620.7177	Accum. Pay - Compensatory	600.00	
01.11.3620.7803	Social Security	650.00	
01.11.3620.7803.M	Medicare	150.00	
01.11.3620.7469	Contract Service - Other		11,650.00
		11,650.00	11,650.00
01.20.1900.7471	Gen. Non. Departmental - Utilities	103,000.00	
01.08.5182.7471	Street Lighting - Utitities		103,000.00
		103,000.00	103,000.00

R 18-101						
			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☐	☐	☐	☑
	Councilmember Brannen	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Flowers	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐
	Councilmember R. Johnson	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Chairwoman Finney	Voter	☑	☐	☐	☐

2. **A motion was made by Councilmember McNamara and seconded by Councilmember Lorraine Johnson to receive and print.**

RESOLUTION
(R-18-102)

INTRODUCED BY COUNCILMEMBER FLOWERS:

WHEREAS, Finance has determined that certain receivables on the balance sheet of the City are aged and no longer collectible;

WHEREAS, The Finance Commissioner has consulted with the City's external auditors, RBT CPAs, LLP, which has recommended that the City review these aged receivables and write them off where appropriate, and;

WHEREAS, the Finance Commissioner has completed a review of certain General Fund receivables, and determined it is appropriate to write off the receivables itemized in "Schedule A

NOW, THEREFORE,

BE IT RESOLVED, that the Finance Commissioner is authorized to write-off the receivables per the following:

	Debit	Credit
01.08.3589	$35,018.00	
01.0410		$35,018.00

(To write off receivable for uncollectible Arterial Aid)

01.00.1231	$13,906.00	
01.0380.003		$13,906.00

(To write off receivable for uncollectible parking fines and fees)

SECONDED BY COUNCILMEMBER MCNAMARA

R 18-102			**Yes/Aye**	**No/Nay**	**Abstain**	**Absent**
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☐	☐	☐	☑
	Councilmember Brannen	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Flowers	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐
	Councilmember R. Johnson	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Chairwoman Finney	Voter	☑	☐	☐	☐

3. **A motion was made by Councilmember McNamara and seconded by Councilmember Lorraine Johnson to receive and print.**

The City of Poughkeepsie
New York

Paul Ackermann, Esq.
Corporation Counsel
packermann@cityofpoughkeepsie.com

62 Civic Center Plaza
Poughkeepsie, New York 12601
TEL: (845) 451-4066 FAX: (845) 451-4070

Memorandum

TO: Marc S. Nelson, City Administrator

FROM: Paul Ackermann, Esq.

DATE: December 11, 2018

SUBJECT: Deficit Reduction – Unwinding Certain Balance Sheet Entries

CC: William Brady, Commissioner of Finance

You have asked for my opinion regarding a piece of the City's deficit reduction plan which involves unwinding certain "due-to/due-from" entries on the books of the City. These entries are balance sheet items representing either an asset or a liability of the individual fund. It is my understanding that a portion of the general fund deficit has been identified as monies "due to" the water fund from the general fund. These are, in part, uncollected water charges that were rolled into taxes, collected by the general fund, but never transferred to the water fund despite the creation of the "due-to" accounting entry. You have indicated that a transfer of funds back to the water fund will result in a large cash surplus in that fund, greater than the City's anticipated future capital and emergency repair needs. Upon repayment of a portion of the "due-to" from General to Water, the deficit reduction plan calls for an inter-fund transfer, in some lesser amount, from Water to General, effectively reducing the general fund's deficit by that amount (all other things being equal).

As a general rule, inter-fund loans must be repaid at the end of the fiscal year in which the loan was made, however, the City's water fund is unique in that the fund has a common tax base. Furthermore water operations are heavily dependent on general fund operations in the City of Poughkeepsie. Where a particular fund, such as a water district, has *different* tax bases, water district support of general fund operations would lead to a disproportionate obligation to those in the district. That is not the case here. In several reports by the Comptroller (*e.g. Oversight and Monitoring of Municipal Water Systems, October 2017 Pg. 6)* the Comptroller has acknowledged the practice of a city's water fund subsidizing its general fund, while cautioning the over-extension or depletion of the water fund to the point that there was insufficient monies available to properly operate its system. That is not the case here, because the proposed transaction has a limited effect on the cash balance and operations in the water fund.

The City of Poughkeepsie Administrative Code §14.69 provides for the collection of water rates. It specifically states that the Common Council will set the water rate annually but such amount shall not be less than the cost of delivering water. It does not say that it can't be more. Furthermore, the responsibility of the payment for water is to all beneficial users. Since the water system has been extended to the *entire* city, all city property owners are determined to be beneficial users. While the City, as a convenience, will send bills to tenants as opposed to the property owner, ultimately the property owner is responsible for payment because all unpaid water bills are re-levied into property taxes and become a part of the tax. (see: §14.32).

It is within the authority of the Finance Commissioner to repay a "due-to". Elements of the deficit reduction plan will require approval of the Common Council, to wit: the inter-fund transfer back to General from Water, and the amendment of both the General Fund and Water Fund 2018 budgets, in order to account for the increase revenue and expense to the water fund, and to account for the increased revenue to the general fund. A Resolution would be sufficient legislative approval to authorize the budget amendments and the inter-fund transfer.

Given the fact that the code does not limit the water rate to the cost of operating the system, the fact that the tax base and the water users are the same and the fact that the inter-fund transfer of fund balance from the water fund to the General Fund will not have a negative impact on the water fund's operations, it is my opinion that the Common Council can authorize an Inter-fund transfer from the water fund to the general fund after repayment of the loan(s) from the water fund. I offer no opinion on the net effect of the deficit reduction, however, as this would be determined by all other factors affecting 2018 budgets, as certified by the City's external auditors as part of the annual audit process.

Please contact me if I may be of further assistance.

RBT
LIMITED LIABILITY PARTNERSHIP
CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS

December 12, 2018

Marc Nelson
City Administrator
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Re: Due to/From Adjustments

Dear Mr. Nelson:

You have provided us with Resolution R-18-103 to be presented to the City Council this month concerning the re-payment of portion of the inter-fund balances between the General Fund and the Water Fund, adjustments to those balances and continued reconciliation of the underlying transactions which gave rise to the current balance amounts. We have also been provided with Corporation Counsel's memorandum regarding the authority for these transfers and concur with the theory behind the entries in Resolution R-18-103. We have not audited the specific amounts listed and offer no opinion on them, the specific amounts having been determined by City management.

We appreciate the very promising progress the City has made in addressing the long-standing inter-fund issues and strongly encourage the City's continued reconciliations of these balances.

Sincerely,

Linda M Hannigan

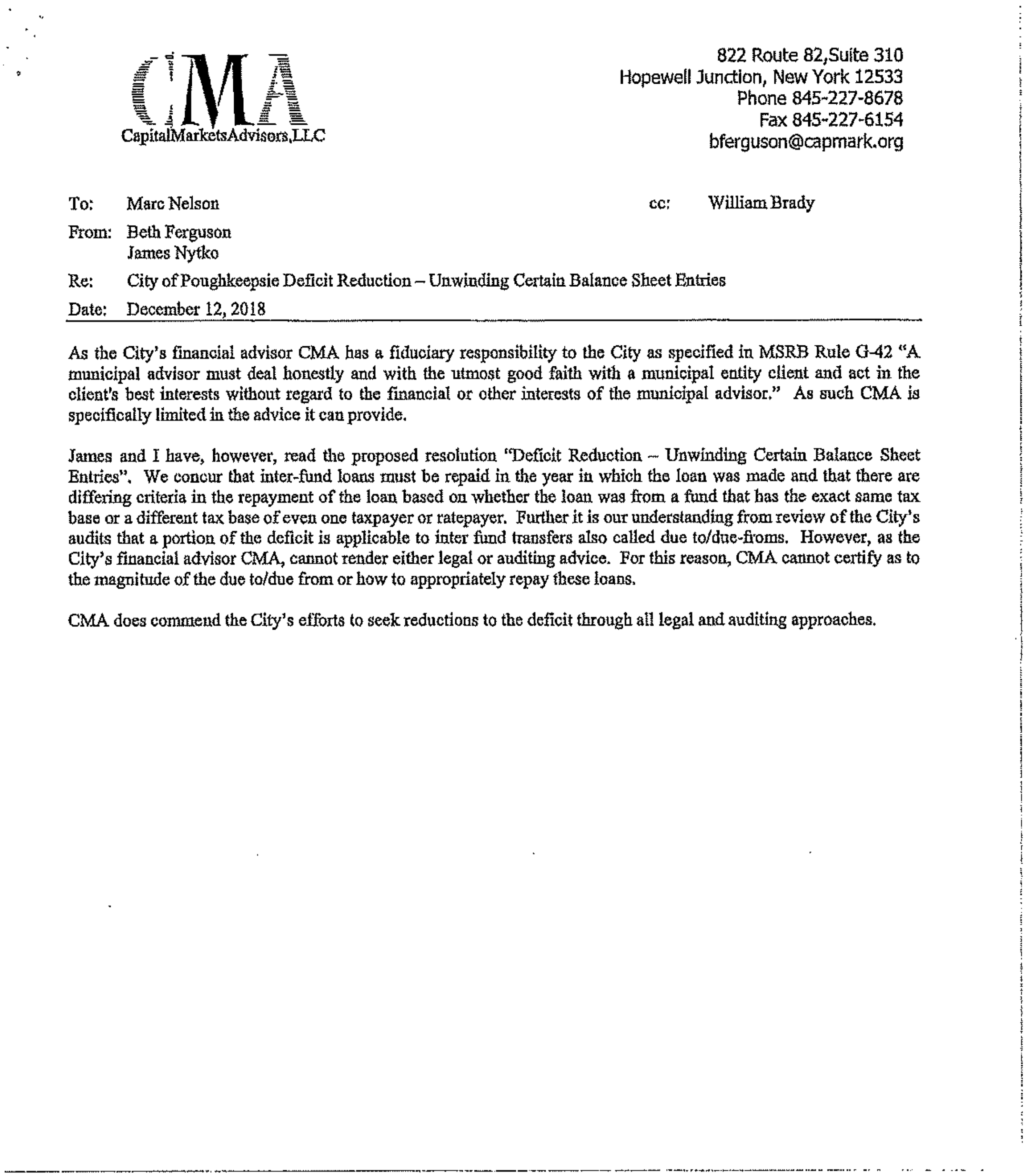
Linda M. Hannigan, CPA
Director

rbtcpas.com

11 Racquet Road
Newburgh, NY 12550
T: (845) 567-9000
F: (845) 567-9228

2678 South Road, Suite 101
Poughkeepsie, NY 12601
T: (845) 485-5510
F: (845) 485-5547

P.O. Box 209
51 Sullivan Street
Wurtsboro, NY 12790
T: (845) 888-5656
F: (845) 888-2789



CMA
CapitalMarketsAdvisors,LLC

822 Route 82,Suite 310
Hopewell Junction, New York 12533
Phone 845-227-8678
Fax 845-227-6154
bferguson@capmark.org

To: Marc Nelson cc: William Brady

From: Beth Ferguson
James Nytko

Re: City of Poughkeepsie Deficit Reduction – Unwinding Certain Balance Sheet Entries

Date: December 12, 2018

As the City's financial advisor CMA has a fiduciary responsibility to the City as specified in MSRB Rule G-42 "A municipal advisor must deal honestly and with the utmost good faith with a municipal entity client and act in the client's best interests without regard to the financial or other interests of the municipal advisor." As such CMA is specifically limited in the advice it can provide.

James and I have, however, read the proposed resolution "Deficit Reduction – Unwinding Certain Balance Sheet Entries". We concur that inter-fund loans must be repaid in the year in which the loan was made and that there are differing criteria in the repayment of the loan based on whether the loan was from a fund that has the exact same tax base or a different tax base of even one taxpayer or ratepayer. Further it is our understanding from review of the City's audits that a portion of the deficit is applicable to inter fund transfers also called due to/due-froms. However, as the City's financial advisor CMA, cannot render either legal or auditing advice. For this reason, CMA cannot certify as to the magnitude of the due to/due from or how to appropriately repay these loans.

CMA does commend the City's efforts to seek reductions to the deficit through all legal and auditing approaches.

RESOLUTION
(R-18-103)

INTRODUCED BY COUNCILMEMBERS FLOWERS & CHERRY

WHEREAS, since 2009 the City of Poughkeepsie has had a negative general fund balance resulting from annual deficits in its general fund budget for each of the fiscal years 2008 through 2012, causing a large deficit in its General Fund, and adversely affecting the City's overall financial health, and;

WHEREAS, the final year of the previous administration, 2015, saw a general fund deficit of $1.9 Million, which increased the cumulative general fund deficit to more than $13.2 Million, and;

WHEREAS, upon taking office in January of 2016, the Rolison Administration has worked to implement many of the recommendations of the Strategic Fiscal Improvement Plan of 2016, which was produced by the City's Financial Advisors, Capital Markets Advisors, LLC., a copy of which is available on the City's website at www.cityofpoughkeepsie.com/finance, and;

WHEREAS, after two years of careful budgeting and cost-constraints the City experienced general fund surpluses of $873,904 in 2016 and $852,000 in 2017, and saw its bond rating improve for the first time in ten years when, in July of 2017, Moody's changed the City's outlook from "negative" to "stable", and;

WHEREAS, during this time work has continued within the City's Finance Department, with the assistance of Common Council's Finance Committees and the City's independent auditors, RBT, LLC., to unwind a series of inter-fund balance sheet items which are referred to as "due-to/due-froms" which are contributing to the general fund's deficit, and;

WHEREAS, The City's external auditors, RBT, LLC., and their predecessor, SEDORE, LLC., have issued audit findings over the years, faulting the City for not taking steps to unwind its 'due-to/due-from' accounts, and;

WHEREAS, The City now has sufficient cash available to effectuate inter-fund transfers sufficient to unwind part of the total of inter-fund borrowings and it would be advantageous to the City to accomplish this before the end of the current fiscal year.

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby authorizes the Commissioner of Finance to make appropriate payments and inter-fund transfers, to facilitate the partial resolution of inter-fund receivables and liabilities appearing on the balance sheets of the City's General Fund and Water Fund, and to book the appropriate journal entries to effectuate this transaction in accordance with generally accepted accounting principles, subject to approval by the City's external auditors as part of the 2018 annual audit process, to wit:

Dr. 01.0630.02	General – Due to Water	$3,697,895.64
Cr. 01.0200.191M	General – Cash Concentration	$3,697,895.64
Dr. 02.0200.191M	Water-Cash Concentration	$3,697,895.64

Cr. 02.0391.01	Water – Due from General	$2,277,934.52
Cr. 02.00.277	Water – Misc. Revenue	$1,419,961.12
Dr. 02.22.9901.7901	Water-IFT to General	$1,419,961.12
Cr. 02.0200.191M	Water-Cash Concentration	$1,419,961.12
Dr. 01.0200.191M	General-Cash Concentration	$1,419,961.12
Cr. 01.00.5002	General- IFT from Water	$1,419.961.12

BE IT FURTHER RESOLVED, that the 2018 General Fund Budget is hereby amended to reflect this cleanup transaction by increasing revenue to the general fund via an inter-fund transfer from the Water Fund in the amount of $1,419,961.12, and by increasing general fund expenses by the same amount, for the purpose of deficit reduction, to wit:

01-00-5002	General -IFT from Water
01-20-1900-7498	General –Non Departmental Contingency (for deficit reduction)

BE IT FURTHER RESOLVED, that the 2018 Water Fund Budget is hereby amended to reflect this cleanup transaction by increasing revenue via an inter-fund transfer from the General Fund in the amount of $1,419,961.12, and by increasing water fund expenses by increasing the inter-fund transfer from water to general by the same amount.

02-00-5990	Water-Appropriated Fund Balance
02-22-9901-7901	Water-IFT to General

BE IT FURTHER RESOLVED, that the Commissioner of Finance shall, in accordance with the recommendations of the City's external auditors, RBT, LLC., continue diligent efforts to resolve, reconcile and cleanup remaining "due-to, due-from" balance sheet items arising from prior years.

SECONDED BY COUNCILMEMBER MCNAMARA

R 18-103						
			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☐	☐	☐	☑
	Councilmember Brannen	Voter	☐	☐	☑	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Flowers	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☑	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Chairwoman Finney	Voter	☑	☐	☐	☐

4. **A motion was made by Councilmember McNamara and seconded by Councilmember Lorraine Johnson to receive and print.**

RESOLUTION ESTABLISHING A RESERVE FUND KNOWN AS THE EMPLOYEE BENEFIT ACCRUED LIABILITY RESERVE FUND

R-E-S-O-L-U-T-I-O-N
(R18-104)

INTRODUCED BY COUNCILMEMBER MCNAMARA

WHEREAS, General Municipal Law Section 6-p allows a municipality to establish a reserve fund for the payment of accrued employee benefits payable to the employee upon his/her separation from service; and

WHEREAS, the Commissioner of Finance has recommended establishing a reserve fund to the payment of accrued time given the large amount of annual payouts to employees who separate from service; and

WHEREAS, the General Municipal law requires the governing body authorize the establishment of the Employee Benefit Accrued Liability Reserve Fund ("EBALRF"); and

NOW, THEREFORE,

BE IT RESOLVED, the pursuant to General Municipal Law Section 6-p, the Common Council of the City of Poughkeepsie hereby authorizes the establishment of a reserve fund which shall be known as the Employee Benefit Accrued Liability Reserve Fund ("EBALRF"); and be it further

RESOLVED, that the fund is established for the payment of accrued benefit time due employees upon their separation from employment with the City of Poughkeepsie; and be it further

RESOLVED, that the expenditures from such account shall be in compliance with the General Municipal Law.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

R 18-104						
			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☐	☐	☐	☑
	Councilmember Brannen	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Flowers	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐
	Councilmember R. Johnson	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Chairwoman Finney	Voter	☑	☐	☐	☐

5. **A motion was made by Councilmember Brannen and seconded by Councilmember Petsas to receive and print.**

RESOLUTION
(R18-105)

INTRODUCED BY COUNCILMEMBER MCNAMARA

WHEREAS, the Commissioner of Finance is, or will be, in receipt of a donation in the amount of $1,000 from a donor known to him but who would otherwise like to remain anonymous; and

WHEREAS, that the donor desires that the gift be used in furtherance of the Police Department; and

WHEREAS, the Chief of Police has identified an immediate need for the donation; and

WHEREAS, pursuant to Section 2.05(j) of the Administrative Code of the City of Poughkeepsie the Common Council must accept any gift on behalf of the city; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby accepts the gift from a donor known to the Commissioner of Finance in the amount of $1,000 which gift shall be utilized in furtherance of the Police Department; and be it further

RESOLVED, that the Commissioner of Finance shall express the Common Council's deep appreciation to the donor on behalf of the city.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

R 18-105						
			Yes/Aye	**No/Nay**	**Abstain**	**Absent**
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☐	☐	☐	☑
	Councilmember Brannen	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Flowers	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐
	Councilmember R. Johnson	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Chairwoman Finney	Voter	☑	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

1. **A motion was made by Councilmember McNamara and seconded by Councilmember Lorraine Johnson to receive and print.**

ORDINANCE AMENDING §§13-126 OF THE MOTOR VEHICLES AND TRAFFIC ORDINANCE CONCERNING VARIOUS PARKING REGULATIONS

(O-18-8)

INTRODUCED BY COUNCILMEMBER MCNAMARA

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

SECTION 1: Section 13-126(c)(2) of the City of Poughkeepsie Code of Ordinances entitled "The following on-street parking permit districts are hereby created:" is hereby amended by the addition of the following district "**District 4: South side District**":

Street	**Side**	**Description**	**Parking Regulation**	**Time Regulation**
Cottage Street from Smith Street to Bement Avenue	**South side**	**Residential Parking Only**	**None**	**Sunday-Saturday Except Holidays**

SECTION 2: This Ordinance shall take effect immediately upon adoption.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

Bold denotes ADDITION.

O-18-08

			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☐	☐	☐	☑
	Councilmember Brannen	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Flowers	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐
	Councilmember R. Johnson	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Chairwoman Finney	Voter	☑	☐	☐	☐

2. **A motion was made by Councilmember McNamara and seconded by Councilmember Lorraine Johnson to receive and print.**

ORDINANCE AMENDING CHAPTER 13 SECTION 13-289.11 OF THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES AND TRAFFIC"

(O-18-09)

INTRODUCED BY COUNCILMEMBER MCNAMARA

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

SECTION 1: Chapter 13 Section 13-289.11of the City of Poughkeepsie Code of Ordinances is hereby amended by the following addition:

> Section 13-189.11 Parking prohibited between 10:00 a.m. and 12:00 noon of Fridays.
>
> When appropriate signs giving notice thereof are erected, parking on the following streets or parts of streets shall be prohibited between the hours of 10:00 a.m. and 12:00 noon of Fridays:
>
> **<u>Hudson Avenue, east side, from Howard Street to the Town Line</u>**

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

Additions are denoted by **<u>Bold and Underline</u>**
Deletions are denoted by [~~Strikethrough~~]

O-18-09						
			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☐	☐	☐	☑
	Councilmember Brannen	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Flowers	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐
	Councilmember R. Johnson	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Chairwoman Finney	Voter	☑	☐	☐	☐

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM CITY ADMINISTRATOR NELSON,** a communication of the Sale of two city owned properties-located at 263 Church Street and 25 Thompson Street.

2. **FROM DANA ROSADO,** a notice of property damage sustained on November 17, 2018. **Referred to Corporation Counsel.**

3. **FROM LYNNE RASKIN-QUINN,** a notice of personal injury sustained on October 5, 2018. **Referred to Corporation Counsel.**

4. **FROM KIM MARIE COLANTONIO,** a notice of personal injury sustained on October 29, 2018. **Referred to Corporation Counsel.**

5. **FROM STEVE GLASGOW,** a notice of property damage sustained on October 6-9. 2018. **Referred to Corporation Counsel.**

6. **FROM CASABLANCA RESTAURANT (located at 2 Delafield Street),** a notice of intent to amend their liquor license. **Referred to Corporation Counsel.**

7. **FROM CITY ADMINISTRATOR NELSON,** a communication regarding the Sale of city owned property located at 375 Church Street.

8. **FROM SCENIC HUDSON,** a presentation on Pedestrian Needs Assessment.

Poughkeepsie Northside Pedestrian Needs Assessment

Marist College/Scenic Hudson

Phase One: May 2018
Phase Two: August 2018

Data Collectors
Jeramie Glynn
Matthew Longobardo
Matthew Pintea
James Robitaille
Robert Vahos

GIS Mappers
Erik Anderson
Johnathan Clementi
Kelly Peaks
Krista Ricke

Writers
Shea Bohan
Madison Colledge
Michelle Eggink
Hadeline Hanonik
Anna Heard
Jessica Howe

Senior Editor and Phase Two Work
Megan Nickel, Marist College, Marie and Rupert Tarver Summer Intern

Special thanks to Johnathan Clementi who bridged the gap in Phase One between data collection, mapping and writing.

Produced under the direction of J. Jeffrey Anzevino, AICP

Table of Contents

Other Resources available on request from janzevino@scenichudson.org
- Priority Table
- An Overview of the methods and Reflections on the Poughkeepsie Northside Pedestrian needs Assessment, Megan Nickel
- Phase 3 Survey Design, Megan Nickel

ACKNOWLEDGEMENTS

The Poughkeepsie Northside Pedestrian Needs Assessment would not have been possible without the encouragement, assistance and hard work of an array of dedicated and talented people.

First and foremost, the Marist College students in ENSC 0420, Environmental Planning, conducted fieldwork to collect data and produced the first draft of the report. They put in long hours, walking the streets (at times in the rain and cold) and sitting before computer terminals, often into the wee hours of the night.

Subsequent to the creation of the first draft Megan Nickel, working under Marist College's Marie and Rupert Tarver Summer Internship Program, edited the report, reorganized the data, created a table of sidewalk and pedestrian amenity conditions, updated the maps, and expanded the report to include an additional street. She also documented the methodology used to gather data and create the maps. Ms. Nickel's work was instrumental in completing the final report.

Assistance in designing the project was provided by Dutchess County Department of Planning and Development, Poughkeepsie Dutchess County Transportation Council and Scenic Hudson. Thanks to Dutchess County Transportation Program Administrator Mark Debald and Senior Planner Emily Dozier for advice about how other pedestrian needs assessments have been conducted, and lending the planning team measuring wheels. Thanks, as well, to county Community Development Coordinator Paul Hesse for advising us on the project from its scoping and design phase through completion..

Scenic Hudson Urban Designer Peter Barnard, the driving force behind the Northside Collaborative and Fall Kill Initiative, advised about the streets to be chosen, and Conservation GIS Manager James Mudd designed the smart phone application that made collecting the field data possible. Thanks, also, to Rebecca De La Cruz, Environmental Program Associate for final proofing and editing.

Hudson River Housing's Elizabeth Celaya and Lydia Hatfield—and Paul Hesse—provided photographs for the report.

My sincere and heartfelt thanks to all involved, including those who reviewed the report and provided valuable advice on its final production. I hope that our efforts will bear fruit as Poughkeepsie's renaissance continues.

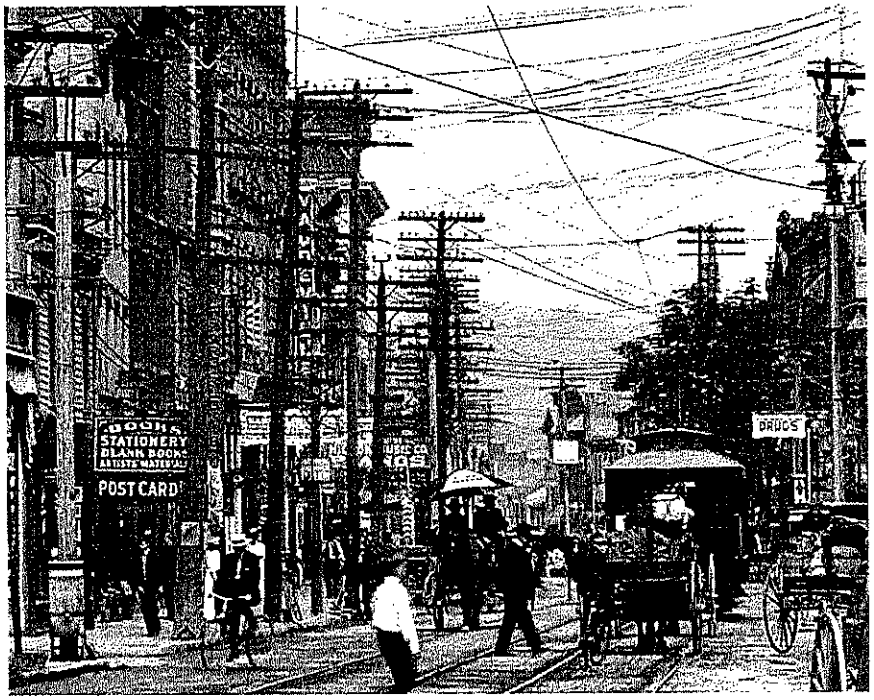
J. Jeffrey Anzevino, AICP
Adjunct Instructor, Marist College
Director of Land Use Advocacy, Scenic Hudson

INTRODUCTION

Poughkeepsie is a walking city. But it could do better.

From the time of its settlement in 1683, Poughkeepsie's streets were laid out framing small, easy-to-walk blocks. Over the next two centuries, people walked to visit friends, run errands and conduct business. Starting in the 1870s, horse-drawn trolleys made it easier to go longer distances. As time went by and the city grew, the trolleys were electrified and the streets became easier to clean.

But in the early 20th century, life changed with the advent of the automobile. After World War II, roads morphed into highways and Poughkeepsie paid a dear price. The highways brought more cars and faster traffic. Church Street and Maple Street became one-way arterials—three lanes each—that isolated Poughkeepsie's central business district, as if it were surrounded by a moat. Some refer to these types of arterials as "traffic sewers," designed for one purpose—to convey cars as effectively as possible, paying little attention to the people living in adjacent neighborhoods.



Poughkeepsie's Main Street with horse-drawn buggies, electric streetcars and bicycles

Main Street's once-bustling department stores found greener pastures along South Road, now commonly known as Route 9. In addition to dividing neighborhoods, expanding highways (particularly Route 9) required entire neighborhoods to be razed for what would become a three-mile, limited-access expressway within the city limits. Roads were designed to facilitate cars, and people who needed—or preferred—to walk were left to fend for themselves. All the while, and for a number of reasons, Poughkeepsie's population declined by about a quarter, dropping from 41,023 in 1950 to 28,860 in 1990.

Fast forward to 2018. Poughkeepsie's population has stabilized, even growing slightly since 2000. Business is coming back to Main Street. Many factors are responsible for its renaissance. Chief among these are an array of diverse organizations and stakeholders working together to improve conditions in the city, transforming old buildings into new businesses, a collaborative $40-million pedestrian park—Walkway Over the Hudson—and waves of new visitors and residents from near and far.

In spite of all the highway building and hostile conditions faced by pedestrians, Poughkeepsie is still a walking city. Its high poverty rate (24.1%) and percentage of households with no car (26.9%), as well as a large immigrant population, require that many errands, including going to school, work, shopping and church, are done the old-fashioned way—on foot. In fact, 10.9% of Poughkeepsians over the age of 16 walk to work, nearly double the state average (6.4%). But walking in Poughkeepsie can be challenging—and sometimes dangerous. In spite of the large number of people who walk in Poughkeepsie, much of the city's pedestrian infrastructure—sidewalks, crosswalks, curb ramps, pedestrian signals and street trees—require additional resources, particularly on Poughkeepsie's Northside, including Main Street. *The Poughkeepsie Northside Pedestrian Needs Assessment* is intended to address these needs and prioritize where limited resources should be expended.

The Poughkeepsie Northside Pedestrian Needs Assessment

This project was conceived as a collaboration between Marist College, where I am an adjunct instructor teaching Environmental Planning (ENSC 0420) and Scenic Hudson, where I serve as director of Land Use Advocacy. Scenic Hudson has spearheaded the Northside Collaborative/Fall Kill Initiative, intended to improve conditions on Poughkeepsie's Northside. In a series of public listening sessions, residents said they wanted better walking conditions and cleaner, safer streets. My Marist College Environmental Planning students needed a class project, and when posed with the opportunity to produce a real-world planning study that would benefit the city, they responded with a resounding "Yes!"

In the Spring of 2018 teams of students were tasked with collecting data on the condition of sidewalks, crosswalks, etc.; mapping the data; and writing the report. The Pedestrian Needs Assessment covers parts of five Northside streets that connect peoples' homes, schools, churches, businesses and parks, as well as the Fall Kill Creek, which meanders through the city. Then, during June and July, Megan Nickel, working as a Marist College Tarver summer intern, organized and standardized over 1,500 data points, vastly enhanced the maps, created a priority table, improved data collection methods and documented this new methodology, and expanded the data collection assessment by two linear miles.

We hope that the following needs assessment will be useful to those looking to make walking in Poughkeepsie safer and more enjoyable.

J. Jeffrey Anzevino, AICP
Director of Land Use Advocacy, Scenic Hudson; and Adjunct Instructor, Marist College, ENSC 0420

POUGHKEEPSIE & THE FALL KILL INITIATIVE

The City of Poughkeepsie

The City of Poughkeepsie serves as the Dutchess County seat and regional center of the Mid-Hudson Valley in upstate New York. It is situated on the east bank of the Hudson River, approximately midway between New York City and Albany, the state capital.

Route 9 runs north-south through Poughkeepsie and Routes 44/55 connect to points east and west. The Mid-Hudson Bridge and Walkway Over the Hudson link the city to the hamlet of Highland in Ulster County. Near the foot of Main Street, Poughkeepsie's historic train station serves as a hub for Metro-North Railroad commuter service to New York City, 75 miles away, and for Amtrak passenger service to destinations nationwide and in Canada. Here, buses also make local connections to and from Dutchess and Ulster counties and within the city.

A brief history

Poughkeepsie was settled by the Dutch in 1683, and developed as a river port serving farmers in inland communities. Early on, shipbuilding and whaling were prominent activities. The city grew into a regional center, even serving in 1788 as the temporary capital of New York State.

Its major tributary, the Fall Kill Creek, provided water power for milling grain and other products. The completion of the Erie Canal in 1825 caused a decline in shipping from Poughkeepsie as well as other Hudson River ports.

The railroad was constructed up the Hudson's eastern shore in the 1850s, and Poughkeepsie's riverfront bustled with activity. In 1888, after about two decades of planning, the Poughkeepsie-Highland Railroad Bridge opened, becoming the first Hudson River crossing south of Albany. For nearly a century, it carried freight, coal and other commodities to factories and businesses in Pennsylvania and New England, as well as trolley service between Poughkeepsie and Highland. The railroad helped open up additional opportunities for manufacturing and employment on the city's Northside.

During the late 19th century, waves of immigrants—at first Irish and later Eastern Europeans and Italians—settled in Poughkeepsie. They worked on the railroad, in factories and other businesses, and helped build a strong community.

As the years passed, Poughkeepsie continued to grow and became an important center of county government and manufacturing, with factories making things like ships, hats, cream separating machines, lawn mowers, cough drops, chemicals and ball bearings. Later, in the 20th century, IBM established a nearby computer research and assembly facility that supported many jobs until its closing in 1991.

Poughkeepsie boasted a vibrant economy until the 1960s, when the effects of urban sprawl took their toll. In the city, as throughout America, widespread automobile use, massive highway construction, population growth, racial tensions and local zoning laws that separated land uses were among the driving factors that led to a mass exodus to the suburbs. Many businesses decamped from Poughkeepsie's Main Street to new shopping centers and malls on Route 9, leaving behind abandoned buildings that are still underutilized and undervalued. Poughkeepsie lost about a quarter of its population between 1950 and 1990. Fortunately, its population has stabilized since then, in large part from an influx of immigrants (chiefly from Mexico and Central America) and, more recently, young professionals moving from downstate and New York City.

Fires in 1974 and 1986 led to the abandonment of the old railroad bridge, which had seen declining freight traffic throughout the mid-20th century. Many factors, including the closing of the rail line, precipitated the closing of factories on Poughkeepsie's Northside, leaving vacant and derelict buildings that once provided jobs for local residents.

The railroad bridge stood fallow for decades, perceived by many as a hulking eyesore and symbol of the once-proud city's decline. Finally, visionary residents joined together to transform it into a unique walking and bicycling park that offers stunning views from 212 feet above the Hudson's waters. From its 2009 opening, Walkway Over the Hudson State Historic Park has attracted about 500,000 visitors a year. Roughly half of these travel to Poughkeepsie, some from great distances, to visit the park. Others reside locally, using the Walkway to meet friends, exercise, commute, or enjoy special events such as running races, charity walks and fireworks. Between 2009 and 2011, Dutchess County and Ulster County's Town of Lloyd connected rail trails to the Walkway, providing a paved 19-mile linear park with Poughkeepsie's Northside roughly positioned at its center.

In January 2017, Gov. Andrew Cuomo announced a new initiative, the Empire State Trail, a continuous 750-mile route running north from New York City to Canada and westward from Albany to Buffalo. On schedule for completion in 2020, the Empire State Trail is designed to enhance outdoor recreation, community vitality and tourism development. The rail trails at both ends of the Walkway will be part of the larger trail, offering the potential to bring additional benefits to Poughkeepsie's Northside.

Today, Poughkeepsie is experiencing a wave of confidence unseen in decades. New apartments and condos are planned or under construction throughout the city. Nearly 1,000 residential units and 250,000 square feet (sf) of commercial space (not including a 750,000-sf, $500-million expansion of the Vassar Brothers Medical Center) are in Poughkeepsie's future. This is on top of new restaurants, brew pubs, coffee shops, cultural institutions and other businesses that have recently opened on Main and Market streets and in the commercial core.

New infill development with improved streetscape in the Middle Main district

Just to the east, Poughkeepsie's Middle Main district is emerging as a vibrant center for the arts, triggered by the opening in 2012 of Art Centro and, later, the Underwear Factory, a once-derelict 1874 mill building transformed by Hudson River Housing as a mixed-use community hub providing artist housing, creative space, a coffee roasting facility and cafe. Nearby, the former Trolley Barn, which opened in 1870 to house horse-drawn and later electric trolleys, will be renovated as an arts center by the Mid-Hudson Heritage Center. However, aside from the projects in Middle Main, most of the new and proposed development is occurring downtown, on the riverfront and in Poughkeepsie's Southside. Thus far, the Northside has not benefitted from Poughkeepsie's renaissance.

The Fall Kill Creek

Coursing through Poughkeepsie's Northside, once so instrumental in Poughkeepsie's economic vitality and, in a sense, its *raison d'être*, the Fall Kill has long been forgotten. It lies hidden behind buildings and in backyards, except for a few places where it flows under streets. Many, however, believe that the Fall Kill has the potential to serve as the catalyst for Northside revitalization efforts, connecting people with nature and providing educational and recreational opportunities.

Fall Kill Creek at Mansion Street

Poughkeepsie's people

According to the 2015 U.S. Census (American Community Survey), the City of Poughkeepsie's population was 30,635, a slight decline from 2010 levels. Its population has fluctuated between approximately 29,000 and 32,000 between 1980 and today, but like many other post-industrial American cities, it has suffered significant losses since the mid-20th century. In Poughkeepsie's case, it has lost about 25% of its population from its high of 41,023 in 1950.

Poughkeepsie is a city with high poverty—24.1%, more than 1.5 times that of the New York-Newark-Jersey City Metropolitan Area, NY-NJ-PA SMA (2015). Northside residents suffer from a 20-24% unemployment rate and 60% graduation rate. The latest U.S. Census reports that only 35.3% of city households are owner-occupied units. While the largest share of households (41.7%) had one automobile, 26.9% of households had no access to a car. Hence, many Poughkeepsians walk to work. According to the 2015 Census estimate, 11% of workers over the age of 16 walked to their jobs, nearly double the NY-NJ SMA average (6.1%) and the New York State average (6.4%).

This mural depicting Poughkeepsie's diversity graced the facade of the Trolley Barn, now being redeveloped as an arts center

Poughkeepsie is a diverse city. Nearly 60% of its residents reported to the census that they were Black or Hispanic (37.4% Black-African American alone, 20.2% Hispanic alone). The census found that less than half (45.1%) of Poughkeepsie's population was White. Poughkeepsie has attracted a large number of immigrants from Oaxaca, Mexico. Today, the city boasts the largest number of Oaxacans outside of their native country. This is evident in the large number of immigrant-owned businesses along Main Street, particularly in the city's emerging Middle Main district.

Northside Collaborative, Fall Kill Initiative

Past planning efforts

In 2012 Hudson River Sloop Clearwater, Columbia University and a group of community members completed the Fall Kill Creek Planning Project, which brought together Poughkeepsie advocates and residents, designers and engineers in a concerted effort to transform the creek into a vibrant community resource. The project culminated in the publication of The Fall Kill Plan, which calls for a walkable, green corridor, including designs for selected pilot sites for urban parks. Since completion of the plan, few of its major recommendations have been implemented.

The Northside Collaborative

In 2017, recognizing that implementing The Fall Kill Plan would help improve conditions on the Northside, including addressing recurring flooding of the Fall Kill, Poughkeepsie-based Scenic Hudson reached out to the community to reconvene stakeholders and rebuild the coalition. The Northside Collaborative has grown to include more than 30 non-profit organizations, local government, businesses, colleges and residents.

Last fall, the collaborative organized four listening sessions at landmark Northside locations: the Poughkeepsie Underwear Factory, the Cunneen-Hackett Arts Center, St. Marks AME Zion Church and the Family Partnership Center. This distributed community engagement model succeeded in attracting three times as many community members as typical planning efforts. Most of the attendees live on the Northside; about a quarter were local high school students. These sessions also were able to successfully engage the African-American community, a group that typically has low representation at planning and development meetings.

The Fall Kill flows between the Morse School and Malcom X Park/Beulah Baptist Church on Mansion Street

Attendees agreed that quality of life, safe streets and cleanliness were core issues facing the community. Affordable housing, jobs, food security, inclusivity and art were all highlighted as things most needed to help the neighborhood thrive. They also agreed that community revitalization should occur throughout the Fall Kill corridor, due to the creek's potential to figuratively and literally connect people and neighborhoods. Many of these conclusions are consistent with The Fall Kill Plan but expand the project well beyond community resiliency and public open space. By improving conditions along the Fall Kill—including addressing issues such as dumping, creating safer streets and preventing unlawful activity—it is hoped that the creek can be transformed from a liability to a community asset that improves quality of life on the Northside.

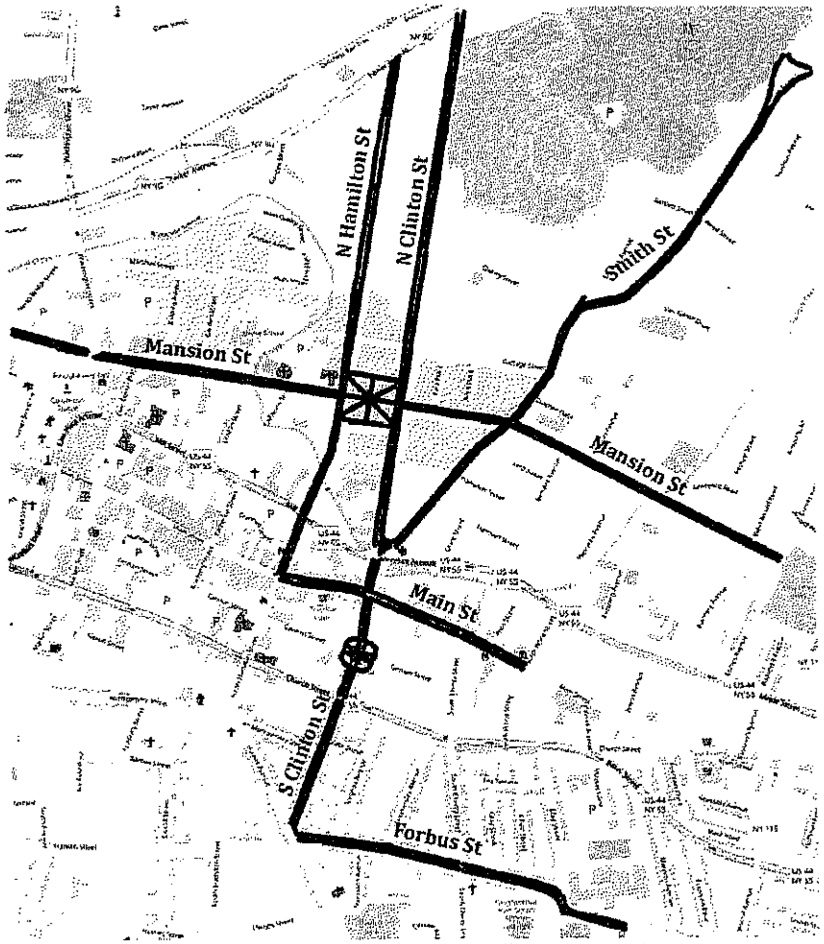
Providing for Pedestrians' Needs

Identifying/prioritizing pedestrian infrastructure improvements

The first step in providing safer walking conditions along Northside streets is to identify where improvements are needed. In a cash-strapped city such as Poughkeepsie, prioritizing these improvements will help ensure that scarce funds are used most efficiently. As a result, the planning team conducted an inventory of pedestrian facilities, assessing the condition of sidewalks, crosswalks, ramp downs, pedestrian signals and other amenities.

The map at the right of this page indicates the streets that were surveyed.

The next section reports on those conditions.



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Students need safe routes to school at the Warring Academy of Science and Technology on Mansion Street

The Family Partnership Center on Hamilton Street provides an array of community services to people who arrive on foot

STREETS SURVEYED

In the first phase, this pedestrian needs assessment covered approximately 4.5 miles along five streets: North and South Clinton Street, North Hamilton Street, Mansion Street, Main Street and Forbus Street. The second phase, which occurred a few months later, incorporated Smith Street, which is approximately one mile long. The streets were chosen by Scenic Hudson in consultation with the City of Poughkeepsie, Dutchess County Department of Planning and Development, and the Dutchess County Transportation Council. They were selected because they form a network that connects Northside neighborhoods, intersects the Fall Kill, and provides Northside residents access to jobs, schools, churches, parks, civic buildings, community centers and facilities, and stores that serve their daily needs.

An inventory and assessment of existing sidewalks and associated pedestrian facilities was conducted to provide a snapshot of conditions and to help establish priorities for necessary improvements.

The inventory was conducted over the course of a month (February 28 to March 30, 2018) and a written report was completed in April 2018. The second phase occurred from June to July 2018. The report includes data on sidewalks and sidewalk issues, curb ramps, pedestrian crossing signals, crosswalks, street lights, street trees and other amenities.

The streets were assessed and placed into one of three categories to convey the overall conditions of the existing sidewalks and associated facilities:

1. Good: A mobility-impaired person or person pushing a stroller could safely and easily use the sidewalk. Some wear may be present, but little to no repairs are necessary.
2. Fair: Passable for a mobility-impaired person or person pushing a stroller. Cracks in sidewalks might be present and minor repairs should be considered as resources allow.
3. Poor: Difficult to use due to deteriorated sidewalk condition. Repair or replacement should be considered.

Issues

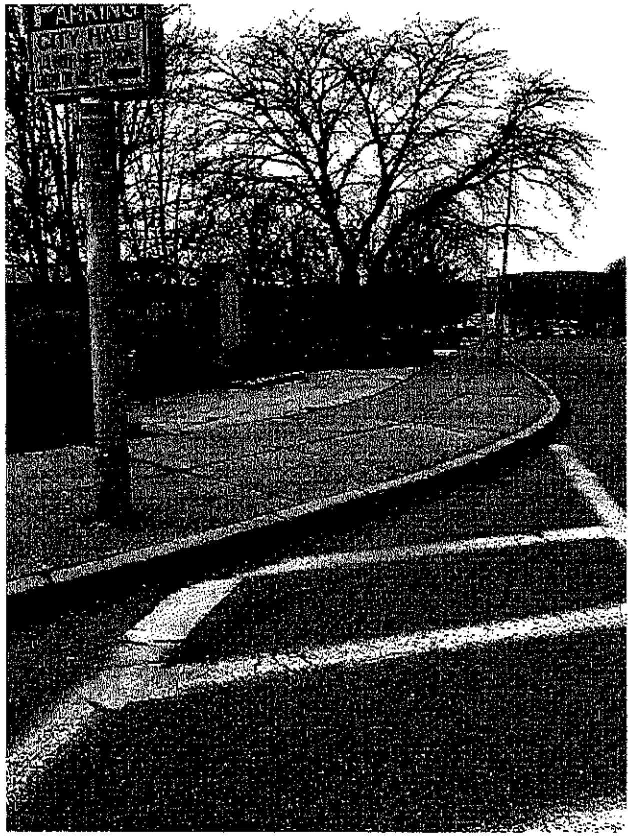
Many sidewalk deficiencies and issues were found on all streets throughout the survey area. These include broken sidewalks, lifted sidewalks and intruding vegetation. Intersections, however, were the most problematic. Many lacked crosswalks; when crosswalks were present, they were faded for the most part. In addition, several signalized intersections lacked pedestrian buttons, timers and audible signals, and many curb ramps were either missing, broken or lacked detectable warnings that help the visually impaired know they are approaching the street.

Below are a series of typical deficiencies and issues.

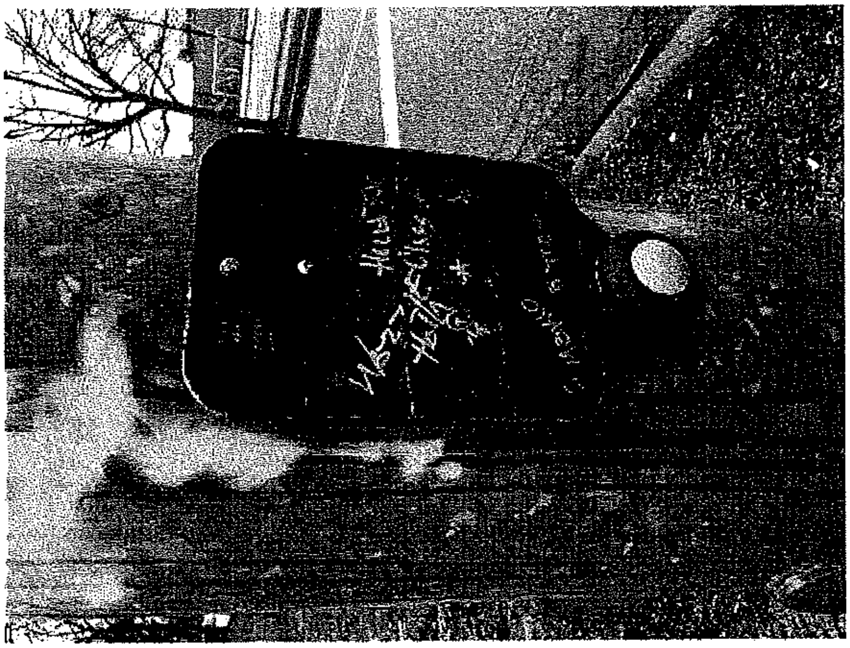
Curb ramp and crosswalks needed at S. Clinton Street and State Street

Badly deteriorated sidewalk on N. Clinton Street near College Hill Park

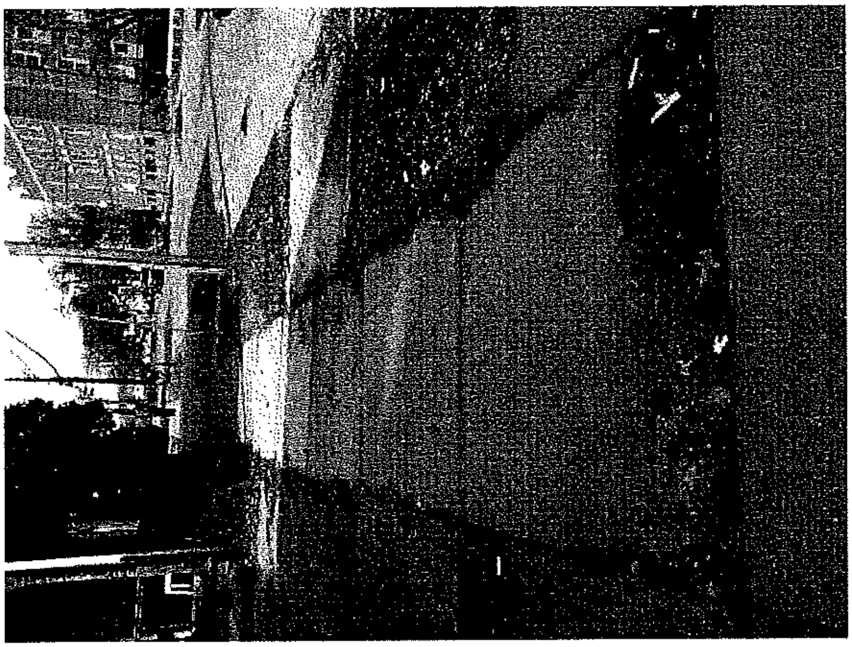
Patched sidewalk section on N. Clinton Street



Missing curb ramp at Mansion Street and Market Street



Remarkably, the button still works on this broken pedestrian signal on Forbus Street near Poughkeepsie High School



Cracked sidewalk on Mansion Street

CLINTON STREET

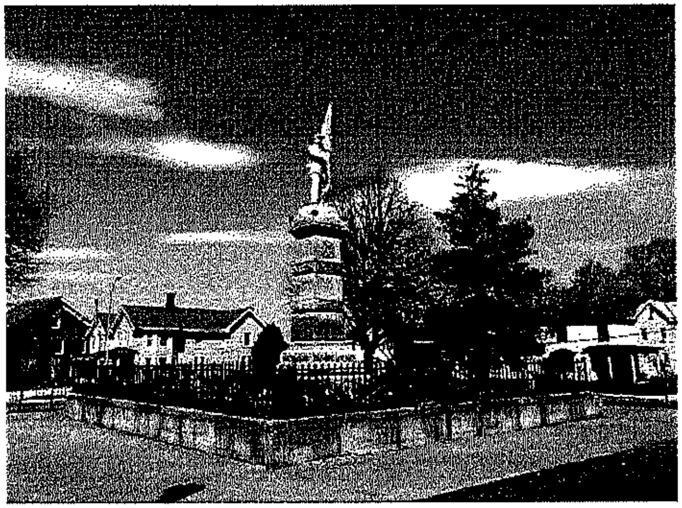
The team surveyed 1.36 miles along North and South Clinton Street between Parker Avenue and Hooker Avenue, and included Clinton Square, Mansion Square and Reservoir Square. Land use on North Clinton Street is predominantly residential with a few businesses, primarily near Mill Street and Main Street and at other intersections. South of Main Street its name changes to South Clinton Street.

This street was chosen due to its proximity to College Hill Park, Earline Patrice Park at Mansion Square, its crossing of the Fall Kill at Clinton Square, connection to Main Street businesses, Reservoir Square, and its intersection with Hooker Avenue and Forbus Street, which leads to Poughkeepsie High School.

To the north at the corner of Parker Avenue, auto-oriented commercial uses such as a gas station and a car wash can be found. Clinton Street's appearance suffers from three unsightly billboards, two across from College Hill Park and another near the abandoned CSX freight rail spur.

For about 1,200 feet, the north side of the street fronts College Hill Park, at 99 acres the city's largest public open space (See map, Appendix A). The park features a grand pavilion, playground, gardens, a golf course, baseball fields and pond. Just to the south, between Oakley and Cottage streets, North Clinton Street crosses over an abandoned urban freight rail line that could someday be repurposed as a trail that would further enhance residents' access to Northside neighborhoods, businesses and other destinations, including Walkway Over the Hudson.

Further south, the street forms the eastern edge of Mansion Square, which was laid out in the 1830s by the Poughkeepsie Improvement Party. Serving Northside residents for decades as a park, it was renamed Earline Patrice Park at Mansion Square in 1995 to honor an important African-American community activist. To the south, commercial land uses become more prevalent as Clinton Street approaches Mill Street and eventually, Main Street.



Reservoir Square on South Clinton Street

South of Main Street, South Clinton's land use is almost exclusively residential, except for Spectrum Cable on the southwest corner of Reservoir Square. Reservoir Square was named because it once housed the city's water supply. In 1908 a monument was erected in the square to commemorate the men from Dutchess and Columbia counties who served in the 128th New York Volunteer Infantry, which fought in the Civil War. The 11-foot granite statue of a Union soldier still graces the square.

Assessment

Clinton Street has 43 sidewalk segments—40 % are considered good, 35% fair and about a quarter poor. Of Clinton Street's 17 intersections, none are in good condition, 65% are fair and 35% poor.

The section of North Clinton Street between Parker Avenue and Mansion Street suffers from poor sidewalk conditions. Most notably, the sidewalks bordering College Hill Park are badly deteriorated. Likewise, sidewalks on either side of the intersection of North Clinton Street and Oakley Street are in poor condition.

Broken sidewalk on Mansion Street, just north of Cottage Street

Sections of broken sidewalks are common at driveway crossings, inevitably due to the weight of cars using the driveways.

Moving south toward Mansion Square, sidewalk conditions improve; however, curb ramps and crosswalks surrounding the square are in poor condition. Many intersections—at Cottage Street, Oakley Street and Parker Avenue—lack crosswalks altogether. None of the pedestrian signals or timers on North Clinton Street between Mansion Street and Parker Avenue function properly.

Between Mansion Street and Reservoir Square, sidewalks range widely in condition. The intersection of North Clinton Street and Thompson Street is missing three crosswalks.

To the south, there is a busy five-way intersection, called Clinton Square, at North Clinton Street, Mill Street (Westbound arterial) and Smith Street. Here, all four crosswalk timers work properly. The sidewalk ramps leading onto the streets are textured to benefit individuals with disabilities; however, the crosswalks range in condition from good to poor. At the slip ramp between Clinton and Smith streets, there are no crosswalks or curb ramps for pedestrians moving between the two.

The intersection at Main Street has five functioning crosswalk timers. Two of four crosswalks are not visible and curb ramps range from good to poor. All street lights at this intersection, as throughout the study area, are highway scale.

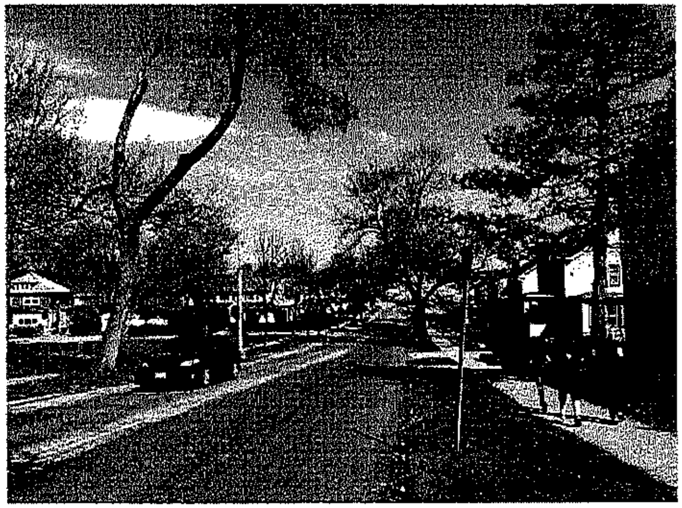
Reservoir Square is missing crosswalks at all four intersections. Curb ramps range from good to poor condition and none have textured surfaces. The intersection at Church Street has two functioning timers, again with some crosswalks in poor condition. Encroaching vegetation at all four corners of the intersection render the pedestrian signals nearly unusable and invisible. This is a relatively easy fix that should be remedied as soon as possible, as the intersection sees a high volume of traffic.

The intersection of Church and South Clinton streets is impacted by dense vegetation on all sides. The buttons are unreachable and the lights blocked at most sides

The sidewalks along South Clinton Street vary in condition. The majority of sidewalks between Reservoir Square and State Street are in good condition, while the sidewalks between Fairmont Street and Hooker Avenue range from fair to poor. The intersections of State Street, Montgomery Street and Fairmont Street all lack crosswalks; however, the curb ramps at Montgomery Street and Fairmont Street are in good condition. The crosswalks leading to Hooker Avenue are in fair condition, but the street timers at the crosswalks are nonfunctional.

FORBUS STREET

The team surveyed about 0.5 mile along Forbus Street between Hooker Avenue and Daniels Court. Forbus Street is mostly a residential street with the exception of the First Baptist Church and Poughkeepsie High School. This street is important due to its access to the high school, an anchor institution in the city.



Residential uses predominate on Forbus Street

Most residences on Forbus Street are single-family homes, except the Forbus Hill Apartments, a five-building apartment complex located between Hanscom Avenue and South Cherry Street. The First Baptist Church sits at the intersection of Forbus Street and South Cherry Street. Poughkeepsie High School is farther east on the north side of the street at the intersection of May Street, across from Sam Kalloch Field and four tennis courts. Large parking lots dominate the streetscape across from the high school and in front of the stadium. Maintaining the conditions of the sidewalks and crosswalks surrounding the high school and its athletic facilities is vital to ensure students' safety.

Poughkeepsie Middle School is to the east, just outside of the survey area, behind a row of homes on the south side of Forbus Street. A future phase of the survey should cover Forbus Street east to Worrall Avenue.

Assessment

Forbus Street has relatively good sidewalks. Of the 20 segments surveyed in this assessment, more than half are in good condition, a quarter fair and one-fifth poor. Similarly, the 11 intersections are in relatively good condition—55% fair, 27% good and 18% poor.

The sidewalks along Forbus Street range from good to poor condition, with one small section by Edgar Street identified as fair. Sidewalks are in poor condition along a long stretch of the street, between South Cherry Street and Hammersley Avenue. However, sidewalk conditions worsen closer to the athletic facilities used by Poughkeepsie High School. Sidewalk conditions are poor around and at the corner of the school; however, the conditions are better across the street at the intersection of Forbus Street and Lown Court.

Crosswalks and curb ramps near Poughkeepsie High School at the intersections of Forbus Street with May Street, Lown Court and Daniels Court are in good condition. Most intersections near the school have functioning crosswalk timers; however, one timer at May Street and both timers east of Daniels Court do not function properly. Moving west toward Hooker Avenue, four intersections lack crosswalks—Edgar Street, South Cherry Street, Hammersley Avenue and Hanscom Avenue. All intersections along Forbus Street lack textured surfaces on the curb ramps.

Lifted sidewalk on Forbus Street, just south of Edgar Street

NORTH HAMILTON STREET

The team surveyed 0.8 mile along North Hamilton Street, between Parker Avenue and Main Street, including the western side of Mansion Square. Between Parker Avenue and Main Street, this segment of North Clinton Street intersects (north to south) the abandoned CSX rail spur, High Street, Cottage Street, Mansion Street, Mill Street (Westbound arterial) and Crannell Street.

The Fall Kill flows under North Hamilton Street at the site of the former Our Lady of Lourdes High School, now the Family Partnership Center. The center serves as an important community institution that houses many programs and services essential to Northside residents, including primary health care behavioral health services, youth programming, education services for the homeless and emergency food provisions. According to its website, the Family Partnership Center receives over 70,000 clients annually. Half of all visitors use between two and five services; 20% use six or more services. As a result, it is an important destination for city residents, many of whom do not drive.

Earline Patrice Park at Mansion Square

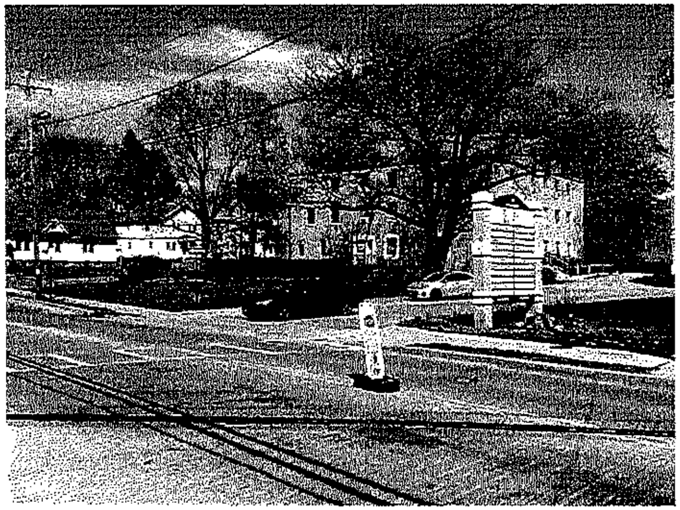
Except for the block between Main Street and Mill Street, which primarily contains businesses, land use along North Hamilton Street is chiefly residential. Exceptions include the Dutchess County Sheriff's Office (which includes the county jail), a beverage store, electrical supply company, auto repair shop, and St. Paul's Episcopal Church. Earline Patrice Park at Mansion Square is bounded by North Hamilton Street on the west, Mansion Street on the north and south, and North Clinton Street on the east. Between Main Street and Mill Street are a laundromat and the historic Niagara Firehouse, now housing private artist studios and residences.

A welcoming streetscape, sidewalks and other amenities are needed along North Hamilton because it is an important Northside connector between homes and Main Street businesses, the Family Partnership Center's essential services, parks and St. Paul's Episcopal Church.

Assessment

The stretch of North Hamilton that was surveyed includes 22 sidewalk segments—41% are considered good, 41% fair and the remaining 18% poor. Of the 11 intersections assessed along this segment of North Hamilton, 45% are poor, 36% fair and only 18% good.

Sidewalks between Main Street and Mill Street are in good condition. However, a large city-owned parking lot to the west and a muffler shop to the east create an inhospitable walking environment that even the presence of shade trees and sidewalks can only begin to mitigate.



Faded crosswalk and missing pedestrian pylon at on Hamilton Street at the exit of the Family Partnership Center

At the busy intersection of North Hamilton and Mill streets there are pedestrian crosswalks as well as pedestrian signals, but some curb ramps are in poor condition.

At the Family Partnership Center, one curb ramp across the entrance has been patched with asphalt and could use improvement. In addition, there is a "Pedestrian Crossing" sign on the street's centerline at the crosswalk to a parking lot across the street.

Near St. Paul's Episcopal Church and Mansion Square, the sidewalks are in good condition. However, to the southwest of Mansion Square the quality erodes to poor condition. Several crosswalks are missing on streets surrounding Mansion Square.

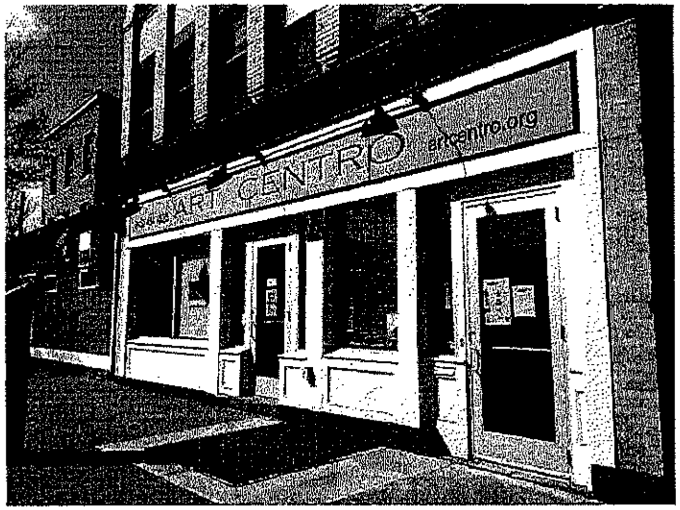
At the intersection of North Hamilton and Cottage streets, there are several issues that should be addressed. There are no painted crosswalks, one curb ramp is lifted at the southeast corner, none of the curb ramps have textured domes and the northwest curb ramp is set away from the intersection west on Cottage. Additionally, on the northwest corner, railings and a "One Way" sign block the pedestrian path. These obstacles should be removed. Last, a gaping sewer grate on the northeast corner presents a hazard.

Further north, the intersection at High Street lacks crosswalks, while a billboard at the CSX right-of-way blights the south side of the street.

The sidewalks near Thrifty Beverage begin to decline in quality compared to other parts of North Hamilton Street. Issues include cracks as well as some vegetation growing through these openings. A bigger issue, however, is the lack or poor condition of crosswalks, which could compromise the ability to cross the street safely.

MAIN STREET

A short, 0.5-mile section of Main Street was surveyed between Hamilton Street and Pershing Avenue in order to connect other surveyed streets and to begin to address the needs in the Middle Main district, which is emerging as a popular neighborhood for the arts and recent immigrants to Poughkeepsie.



Art Centro helped pioneer Middle Main as an arts and cultural district

Main Street serves as the backbone and commercial core of Poughkeepsie, and is arguably the city's most important thoroughfare. It connects John M. Flowers Circle at Waryas Park (on the Hudson River) with State Routes 44 and 55 in the Town of Poughkeepsie. Also at the western end of Main Street is Poughkeepsie Station, which offers Metro-North commuter rail service to New York City, as well as Amtrak passenger rail service to cities throughout the U.S. and Canada.

As on other parts of Main Street, buildings here range from one to four stories. Commercial uses prevail on the ground floors, with apartments and storage occupying upper floors. Unfortunately, several buildings are unoccupied and two empty lots can be found on the east side of the street between Clinton and Cherry streets.

New streetscape with wide sidewalks, planters and pedestrian-scale lighting on the 400 block of Main Street

According to a survey of ground floor uses by Hudson River Housing, 25% of the addresses along this stretch of Main Street are vacant—10 of 34 addresses (29%) between Hamilton and Clinton streets and four of 25 addresses (16%) between Clinton and Cherry streets. Businesses along the street that primarily serve local residents are locally owned "Mom and Pop" stores; these include hair and nail salons, barber shops, ethnic groceries and eateries. Non-locally owned businesses (not headquartered in Poughkeepsie or Dutchess County) include Penrose Management Group, Dollar General, Value Tax, Cricket Mobile, Money Gram and Kennedy Fried Chicken.

As previously noted, this section of Main Street forms the core of Poughkeepsie's Middle Main district, an emerging center for the arts and home to a large immigrant population. The Poughkeepsie Public Safety Facility (505 Main Street), the Underwear Factory, Art Centro and the soon-to-be-restored Trolley Barn are important anchors. All are located on the north side of Main Street between Clinton and Cherry streets.

Assessment

Main Street, while comprising the smallest area surveyed, had the best sidewalks. Of the eight segments surveyed, six are considered good and the other two fair. Of the five intersections on this stretch of Main Street, four are considered fair and one poor.

The team found the best streetscape in the entire survey area between 417 and 451 Main Street, which is on the north side between Hamilton and Clinton streets. This is a function of recent infill, mixed use development—a trio of three-story buildings with 54 rental units and 6,500 sf of ground floor retail/commercial space. Sidewalks are wide and in excellent condition; large planters, pedestrian-scale street lighting and bike racks also grace the streetscape. Unfortunately, just one street tree could be found in this section. Also, the planters were filled with litter, which could be remedied by adding more garbage cans to the sidewalk or more flowers to the planters.

Generally, the sidewalks on Main Street are in fair to good condition, with some isolated deteriorated sections and issue areas. At intersections, however, some attention to crosswalks and curb ramps is recommended. At the intersection of Hamilton Street there are missing crosswalks and one curb ramp in is poor condition. In the middle of this stretch, the sidewalks are in poor condition. At the corner of Clinton and Main streets, the sidewalks are in good condition. At the southwest corner of this intersection, the light facing west needs maintenance. The red "Do Not Walk" light is broken, but the white "Walk" light is functional.

Contributing to the blighted conditions, three huge billboards loom above the key intersection of Main Street and Clinton Street; Crosswalks are faded or missing

Between Clinton and Cherry streets the sidewalks are, for the most part, in fair condition with a few sporadic areas in good and poor conditions. In front of the vacant lot on the south side of the street, loose gravel and deteriorated concrete render the sidewalk poor. Conversely, sidewalks in front of the Kennedy Fried Chicken are in very good condition. Moving from Clinton Street to Cherry Street, conditions go from fair to poor and then improve to good.

At the corner of Main and Cherry streets there are no crosswalks and a pedestrian signal is missing. Of the four curb ramps here, two are in good condition, one in fair condition and one in poor condition. The pedestrian signals located on this corner are functional.

Between Cherry Street and Pershing Avenue, the sidewalks are in good condition besides a few areas of concern on the corner of White and Cherry streets. The area of concern at the White Street corner includes missing crosswalks and a curb ramp in fair condition. On the south side of Main Street, across from Pershing Avenue, the Ultimate Tire Shop features a long stretch of curb cuts. This stretch may endanger pedestrian safety, as the sidewalk is not protected from vehicles. Additionally, while there is a curb ramp in front of the Salvation Army near the intersection, there is no opposite one on the North side, nor is there a crosswalk.

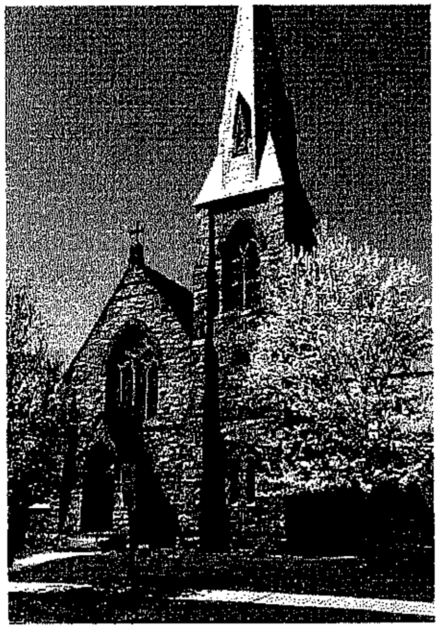
MANSION STREET

The team surveyed a 1.33-mile stretch of Mansion Street between Bridge Street and Corlies Avenue. Mansion Street runs as short one-way blocks on the East and West sides of Mansion Square; the site of Earline Patrice Park at Mansion Square, which sits between North Hamilton Street and North Clinton Street.

While many homes line Mansion Street, several other types of land uses abound. These include five corner stores, two churches (St. Paul's Episcopal and Beulah Baptist), two schools (Morse School and The Warring Academy), two adult congregate living facilities (senior housing), City Hall, the U.S. Post Office and the rear entrance to the Catharine Street Community Center.

The Catharine Street Community Center has been serving the community for nearly 100 years, providing educational, health and cultural programming for Northside residents.

The Fall Kill intersects Mansion Street twice, directly east of the Morse School, between Catherine and Conklin streets, and further to the east at the intersection of Mansion Street and Lawrence Road (near an auto body shop).



St. Paul's Episcopal Church

Assessment

Mansion Street was the second longest street surveyed, but it featured the most sidewalk segments due to the sidewalks that divide Mansion Square Park. Of the 52 segments, more than half are considered good, one-third fair and only 15% poor. However, 48 % of Mansion Street's 27 intersections are deemed in poor condition, 41% fair and only 11% good.

Starting at the east, sidewalks between Clinton Square and Corlies Avenue are generally in poor condition and the intersections of Corlies Avenue, Arnold Road, Fitchett Street, Lawrence Road, Pershing Avenue, Winnakee Avenue and Morgan Avenue all lack crosswalks.

At the important intersection at Smith Street, which includes the Charles B. Waring School and two corner stores, all crosswalks are faded. To the west, intersections at Allen Place and Park Place lack crosswalks.

All sidewalks in Earline Patrice Park at Mansion Square are in good condition.

West of Mansion Square, sidewalks are in better condition than those to the west. Crosswalks are visible but faded west to Market Street. The sidewalk on the north side of the Poughkeepsie Journal building is in very poor condition, broken apart and mostly gravel.

The crosswalk at Mansion Street and Civic Center Plaza is also missing a pedestrian ramp (at City Hall). At the intersection of Mansion Street and Columbus Drive, crosswalks once painted in a brick pattern are all but worn away and almost invisible.

SMITH STREET

Approximately one mile of Smith Street was surveyed in the second phase of this needs assessment. Smith Street spans from Clinton Square to the south to the recently-constructed modern roundabout at the intersection of Smith Street, Salt Point Turnpike and Creek Road at the northeastern-most corner of the city limits. This street was chosen because it connects to the network established in the first phase of the assessment at the intersections with North Clinton Street and Mansion Street, and provides access to housing, corner stores, employment, schools and churches.

The northernmost stretches of Smith Street border the Poughkeepsie Housing Authority, which provides 243 residences, and the New Hope Community Center to the east. On the west side, there are multiple garages and auto shops. Southern portions of Smith Street feature single-family homes, while the middle section is predominantly industrial. Companies such as Robert Abady Dog and Cat Food Company, EFCO (which produces pie fillings, bakery mixes and fruit syrups), and numerous auto body shops and heavy machinery plants are located between Cottage and Bartlett streets. Because of the industrial nature of Smith Street, traffic is dominated by large trucks and tractor trailers.

Other notable features on Smith Street include two churches: Smith Metropolitan AME Zion Church on the corner of Cottage Street and the Ebenezer Baptist Church at the corner of Mill Street. At the intersection with Mansion Street are the Smith Street Pharmacy to the west and the Warring Magnet School to the east.

Smith Street is home to many industrial businesses, so the traffic is composed of larger vehicles.

Assessment

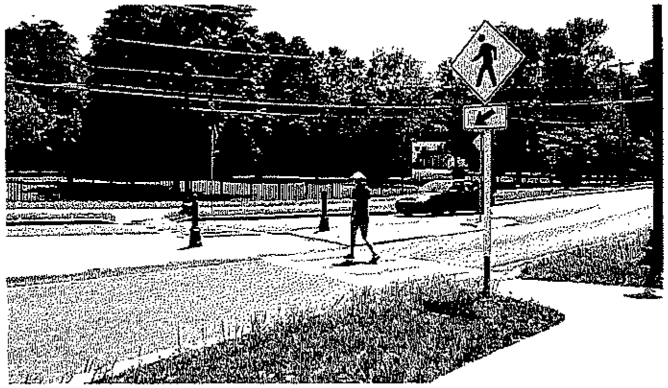
Smith Street has 30 sidewalk segments, most in good condition. One segment is rated poor and one segment is missing a sidewalk entirely. The vast majority (70%) are rated good, with 23% fair. The section of street surveyed also featured 12 intersections, with more than half rated poor. Of the remainder, 25% are considered good and 17% fair.

Sidewalk conditions on Smith Street are generally good, but variable. Long stretches of good sidewalks are interrupted by significant issues. For example, the segment of sidewalk between Clinton Square and Harrison Street is in relatively good condition on the west, but a portion of it is blocked by intruding gravel and displaced wooden parking stops from the adjacent parking lot. Between Mansion Street and Dutcher Street, bordering the Warring Magnet School to the east, the sidewalk narrows and has segments that are significantly worn.

A wide curb cut and trucks contribute to an unsafe walking environment on Smith Street

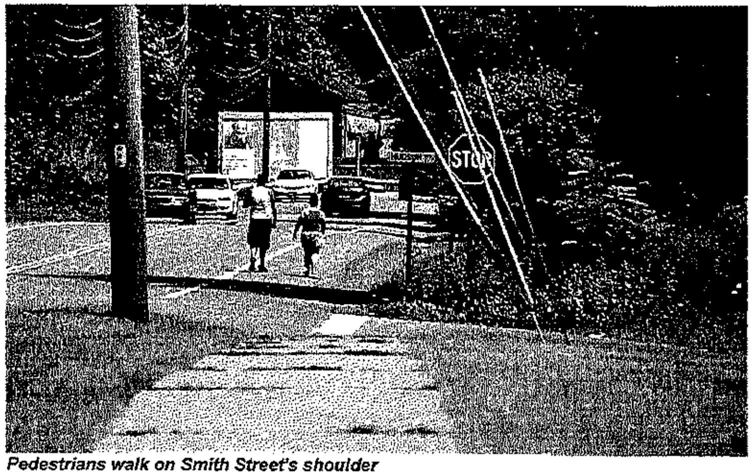
The segment of sidewalk on the east side of Smith Street between Cottage and Oakley streets is poor due to a long stretch of severely cracked and degraded concrete. Like most of the streets surveyed, Smith Street is heavily impacted by intruding vegetation from bushes and low-hanging tree branches. Vegetation is largely absent from the street's industrial stretch, but heavy in residential areas.

There are five signalized intersections on Smith Street; three (Thompson Street, Cottage Street, Bartlett/Weed Street) lack pedestrian signals. The intersections with North Clinton/Mill Street and Mansion Street are equipped with pedestrian signals.



New roundabout at Smith Street where it intersects with Salt Point Turnpike and Creek Road

The new modern roundabout, and its associated curb ramps and crosswalks, at the north end of Smith Street, is in good condition. The pedestrian crossing sign, curb ramps and crosswalks make it safe and easy to cross the street. However, southwest of the circle there is a large stretch lacking a sidewalk. Nearly halfway to Bartlett Street, there was only a worn path—the only instance of a missing sidewalk in the entire survey.



Pedestrians walk on Smith Street's shoulder

A sidewalk is needed from between the new roundabout and existing sidewalk farther south on Smith Street

RECOMMENDATIONS

These recommendations are intended to assist the City of Poughkeepsie in prioritizing its infrastructure investments.

General recommendations

Short term

- While all streets surveyed are important and well-used by pedestrians, it is recommended that Clinton Street, Main Street, Mansion Street and Hamilton Street be prioritized for repairs.
- The city should adopt a Complete Streets Policy to guide street repair and maintenance, ensuring that the needs of all users are met.
- State or federal funding should be sought to improve the condition of Poughkeepsie's sidewalks, crosswalks and other pedestrian infrastructure.
- All intersections should have painted crosswalks and ADA-compliant curb ramps.
- Signalized intersections should also have automatic or pedestrian activated signals with timers that are audible for those with hearing difficulties.
- Graffiti on buildings and litter on streets contribute to a sense of blight on Northside streets. The city should continue or expand efforts to address these issues.
- Billboards on North Clinton Street, North Hamilton Street and on the building roof at the intersection of North Clinton and Main streets also contribute to blighted conditions along these streets. The city should consider prohibiting billboards in its next rezoning and providing amortization to help owners offset economic losses.
- If residents don't mind, replace isolated section of bluestone sidewalk (most notably on North Hamilton Street just south of Mansion Street) and reuse them on sidewalks in historic districts or parks.
- The survey team noted a few instances of vehicles parked on sidewalks, in one case observing that a man pushing a baby stroller on North Clinton Street had to walk into the street to avoid a parked delivery truck. The city should warn or ticket these parking infractions.

Recommendations by street

NORTH & SOUTH CLINTON STREET

Generally, sidewalks and street crossings on North Clinton Street suffer the worst deterioration of all streets surveyed and should be addressed as a high priority. Issues identified include worn and broken sidewalks, faded or missing crosswalks, and missing pedestrian timers. Most ramps are missing textured domes. Therefore, creating and upgrading crosswalks, curb ramps and pedestrian signals should be prioritized. Improving sidewalks should be the next priority, as these sidewalks lead up to residences and two parks.

- Repair sidewalks (particularly at the steps to the playground) and retaining walls along the streetscape at College Hill Park.
- A crosswalk should be painted across the entrance to College Hill Park.
- Repair sidewalks on either side of the intersection of North Clinton and Oakley streets.
- Paint crosswalks at the intersections at Cottage Street, Oakley Street and Parker Avenue.
- Fix or install pedestrian lights and timers at North Clinton Street's intersections with both Cottage Street and Oakley Street.
- Fix curb ramps in poor condition near Mansion Square.

- Paint a crosswalk and install curb ramps on the slip ramp between Smith Street and North Clinton Street.
- Repaint two faded crosswalks at Main Street; fix broken curb ramps.
- Remove billboards from rooftops of building at the northwest corner of North Clinton Street and Main Street.
- Add crosswalks at all four intersections at Reservoir Square; add detectable warnings (texturized surfaces) to all curb ramps and repair the curb ramp in poor condition.
- Repaint faded crosswalks and remove obstructing vegetation from timers at the intersection of South Clinton Street and at Church Street (Eastbound arterial).
- Paint crosswalks at all three intersections between Church Street and Hooker Avenue (State, Montgomery and Fairmont Streets).
- Fix pedestrian signals at the intersection of Clinton Street and Hooker Avenue.

MAIN STREET

Main Street is a corridor through downtown Poughkeepsie and an important area for growing local businesses, dining, arts and entertainment. In addition, many people live in apartments on upper floors of Main Street buildings. The most serious issues are missing or faded crosswalks and curb ramps in poor condition. Creating new crosswalks should be prioritized to ensure pedestrian safety. The curb ramps in poor condition should be the next area of concern. Curb ramps are important to ensure safe crossings for the mobility-impaired. Overall, the sidewalks on Main Street are in fair to good condition, and therefore repairs are not as important as crosswalks.

- Repaint crosswalks and repair the curb ramp at the intersection of Main Street and Hamilton Street.
- Paint missing crosswalks at the intersection of Main and Cherry Streets and install the missing pedestrian signals on all four corners. Upgrade all four curb ramps.
- Paint missing crosswalks at Rose Street, White Street and Pershing Avenue.
- Install curb ramps near Pershing Street and Rose Street to cross Main Street.
- Address loose gravel and deteriorated sidewalk on the south side of Main Street between Clinton and Cherry streets (in front of the vacant lot).

MANSION STREET

Sidewalks and crosswalks on Mansion Street are key to connecting residents to schools, churches, corner stores, civic buildings, senior housing, community centers and parks. Crosswalks should be painted at all intersections.

- At the key intersection at Smith Street, which includes the Charles B. Waring School and two corner stores, all crosswalks are faded and should be repainted.
- As indicated in the Aspirational Improvements section (see page 28), the streetscape along the Poughkeepsie Journal building should be reconstructed and, if possible, rain gardens added to manage storm water.
- A curb ramp should be constructed at the southwest corner of Mansion Street and Civic Center Plaza (City Hall).
- Crosswalks should be repainted at the intersection of Mansion Street and Columbus Drive.
- Paint crosswalks at the intersections of Mansion Street and Allen Place and Park Place. As lower volume streets, however, these improvements would not be the highest priority.

- Address sidewalk cracks, lifts and vegetation obstruction along critical infrastructure like the Post Office, Morse School, Poughkeepsie Journal Building, and Earline Patrice Park.

NORTH HAMILTON STREET

North Hamilton Street connects Northside residents with Main Street, the Family Partnership Center and Family Services, Earline Patrice Park and St. Paul's Church. The street sees a lot of pedestrian use and its sidewalks and crosswalks should be well-maintained.

- Between Cranell Street and Mill Street, low-growing, low-maintenance plantings should be considered in the barren strip between the sidewalk and parking lot to better buffer pedestrians from the parking lot.
- Add textured warnings to all curb ramps.
- Repair the curb ramps at the intersection of North Hamilton and Mill streets.
- Upgrade the asphalt-patched curb ramp at the Family Partnership Center and repair the raised rails at the bridge over the Fall Kill.
- At the intersection of North Hamilton and Cottage streets, relocate the "One Way" signs so they do not block the pedestrian path, remove the metal barriers from the northwest corner, relocate the northwest curb ramp to align it with the other side of the street, repair the lifted curb ramp in the southeast corner and add crosswalks at all sides.
- Repair sidewalk cracks, lifts and intruding vegetation around Earline Patrice Park and St. Paul's Church.
- Add a crosswalk at High Street.
- Address sidewalk cracks and intruding vegetation north of Thrifty Beverage.

FORBUS STREET

Of all the streets surveyed, Forbus Street's sidewalks and crosswalks were in the best condition. Therefore, it is suggested that improvements first be prioritized on North and South Clinton Street, Main Street, Mansion Street and North Hamilton Street. That said, the survey team found issues on Forbus Street near the high school, and nearly all curb ramps lacked textured surfaces. It is recommended that these be addressed when possible.

- Repair cracks and lifts in the sidewalks near the high school—near May Street, Lown Street and Daniels Court.
- Fix broken pedestrian buttons at May Street and Daniels Court.
- Paint crosswalks at intersections with Edgar Street, South Cherry Street, Hammersley Avenue and Hanscom Avenue.
- Address deteriorated sidewalk, loose gravel and potholes at the entrance of Forbus Hill Apartments between South Cherry Street and Hammersley Avenue.
- Repair lifted sidewalk by the tree (south side of Forbus Street) near the corner of South Cherry Street.

SMITH STREET

Smith Street is an important link connecting housing, industry, commerce and parks. Sidewalk conditions are generally good to fair, but intersections are overwhelmingly poor. There are very few crosswalks and most curb ramps lacked domes.

- Add a sidewalk at the northwestern-most portion of the street, south of the traffic roundabout.
- Repair the long stretch of cracked concrete between Cottage Street and Du Bois Street (east side).
- Address numerous issues of vegetation obstruction from bordering properties.

- Between Clinton Square and Harrison Street, address the intruding gravel and displaced wooden parking stops from the adjacent parking lot.
- Add crosswalks to every intersection. Only the roundabout and the intersection of Mansion Street currently have them.
- Repair the poor curb ramps at intersections of Cottage Street, Du Bois Street, Van Kleeck Street and Bartlett/Weed Street.
- Add 19 curb ramps, where missing, on Bartlett/Weed Street, Van Kleeck Street, Oakley Street, Du Bois Street, Dutcher Street, Lent Street and Harrison Street.
- Add domes to all curb ramps.
- Consider installing a pedestrian signal at signalized intersections of Thompson Street, Cottage Street and Bartlett/Weed Street.

Aspirational improvements

Over the longer term, the team recommends that the following improvements should be considered:

- Transform the CSX right-of-way between North Hamilton Street and the Cricket Fields into a rail trail. This would connect Walkway Over the Hudson across North Hamilton and North Clinton streets and provide Northside residents with a traffic-free pedestrian option. Since the former rail line passes under North Clinton Street, an ADA-compliant access ramp should be provided.
- Consider a rain garden as a storm water management demonstration project along the south side of Mansion Street between Balding Avenue and Garden Street. The area between the curb and the street is highly disturbed and could be rebuilt as a Green Street.
- Consider extending medians into the crosswalk at the intersections of Mansion Street and Civic Center Plaza and at North Clinton Street and Mill Street (south side).
- Consider restructuring curb on the southwest leg of the Mansion Street-Civic Center Plaza intersection and narrowing the wide turn radius to 90 degrees.
- Consider a road diet near the high school at the intersection of Forbus Street and May Street. The crossing of May Street is extremely wide and the sheer surface area of pavement seems excessive. Solutions might include narrowing lanes, curb extensions or perhaps a modern roundabout. In addition, this might be a good location for a rain garden/green infrastructure storm water management demonstration project done in collaboration with Poughkeepsie High School students.
- Connect Clinton Street with the Dutchess Rail Trail by constructing a sidewalk along Buckingham Avenue.
- Completely redesign the Clinton Square intersection, at North Clinton Street, Mill Street (Westbound arterial) and Smith Street. The intersection is dangerous and not pedestrian friendly. Minimally, install a "No Left Turn" sign on the ramp from Smith Street to North Clinton Street, and a "Do Not Enter" sign by the ramp on the North Clinton side.
- Redesign Reservoir Square. Extend curbs on the northwest corner to make 90-degree turns and slow down traffic. Paint new crosswalks and parking spaces along the square.
- Consider reconstructing the intersection of Smith Street and Cottage Street by extending the radius of the southwest corner to 90 degrees.
- Consider creating an expanded conflict zone where Smith Street intersects with Oakley Street and Du Bois Street. The bend of Smith Street and the placement of the roads make crossing very dangerous.

Future Phases of the Project

It is recommended that the Pedestrian Needs Assessment be expanded to other streets throughout the city, focusing first on the Northside. Priority areas should include South Cherry Street from Forbus Street to Mill Street, Cottage Street, Catharine Street, Washington Street, Market Street, Main Street, Verrazano Boulevard, Brookside Street and Garden Street.

Appendix A: Tables

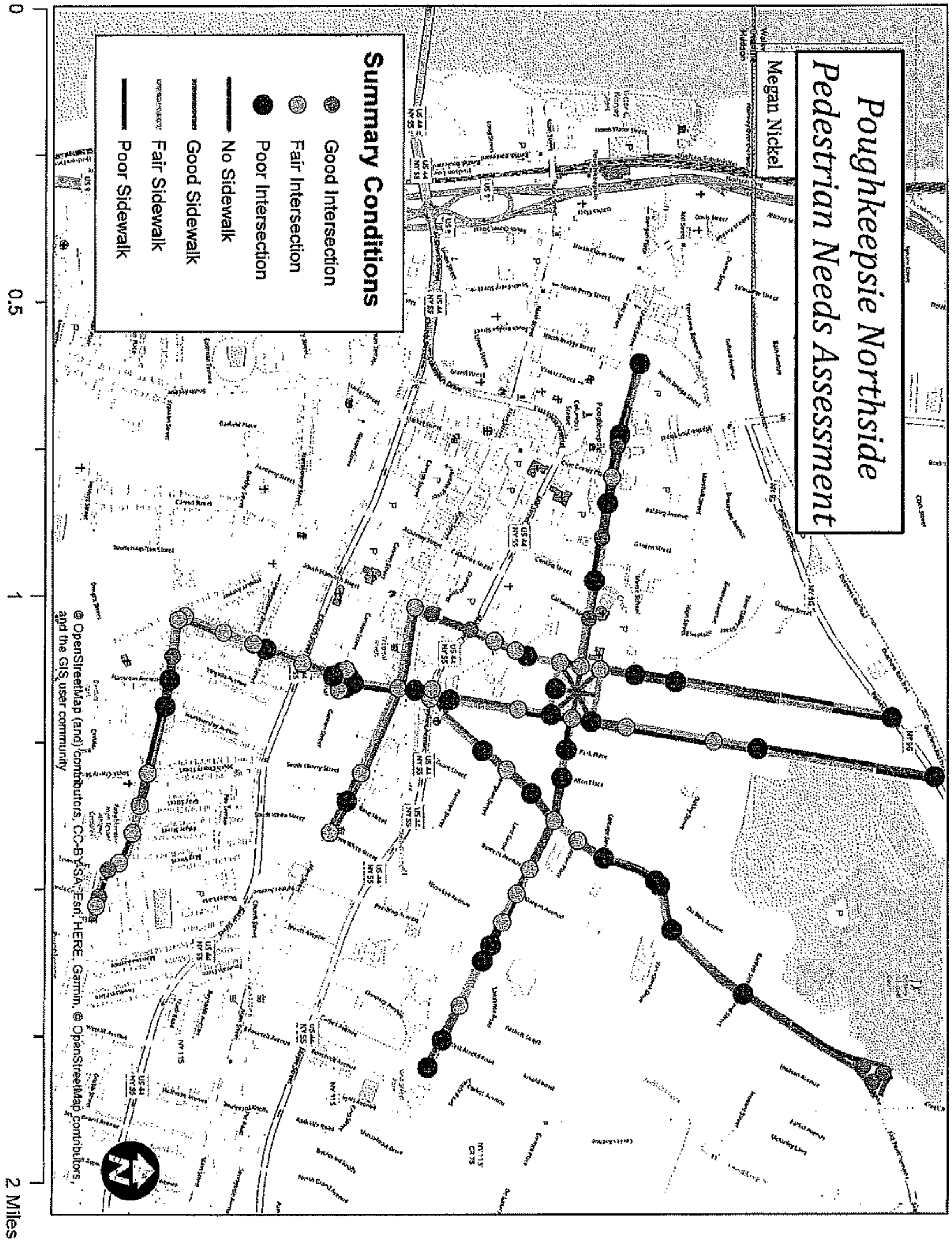
Street Name	# of Intersections	% Good Condition	% Fair Condition	% Poor Condition
Clinton	17	0%	65%	35%
Forbus	11	27%	55%	18%
North Hamilton	11	18%	36%	45%
Main	5	0%	80%	20%
Mansion	27	11%	41%	48%
Smith	12	25%	17%	58%
Total	81	14%	44%	42%

Table 1: Intersection summary conditions.

Street Name	# of Sidewalk Segments	% Good Condition	% Fair Condition	% Poor Condition
Clinton	43	40%	35%	26%
Forbus	20	55%	25%	20%
North Hamilton	22	41%	41%	18%
Main	8	75%	25%	0%
Mansion	52	52%	33%	15%
Smith	30	70%	23%	3%
Total	175	52%	31%	16%

Table 2: Sidewalk segment summary conditions.

Appendix B: Maps


Poughkeepsie Northside Pedestrian Needs Assessment
Megan Nickel
Summary Conditions
Good Intersection
Fair Intersection
Poor Intersection
No Sidewalk
Good Sidewalk
Fair Sidewalk
Poor Sidewalk
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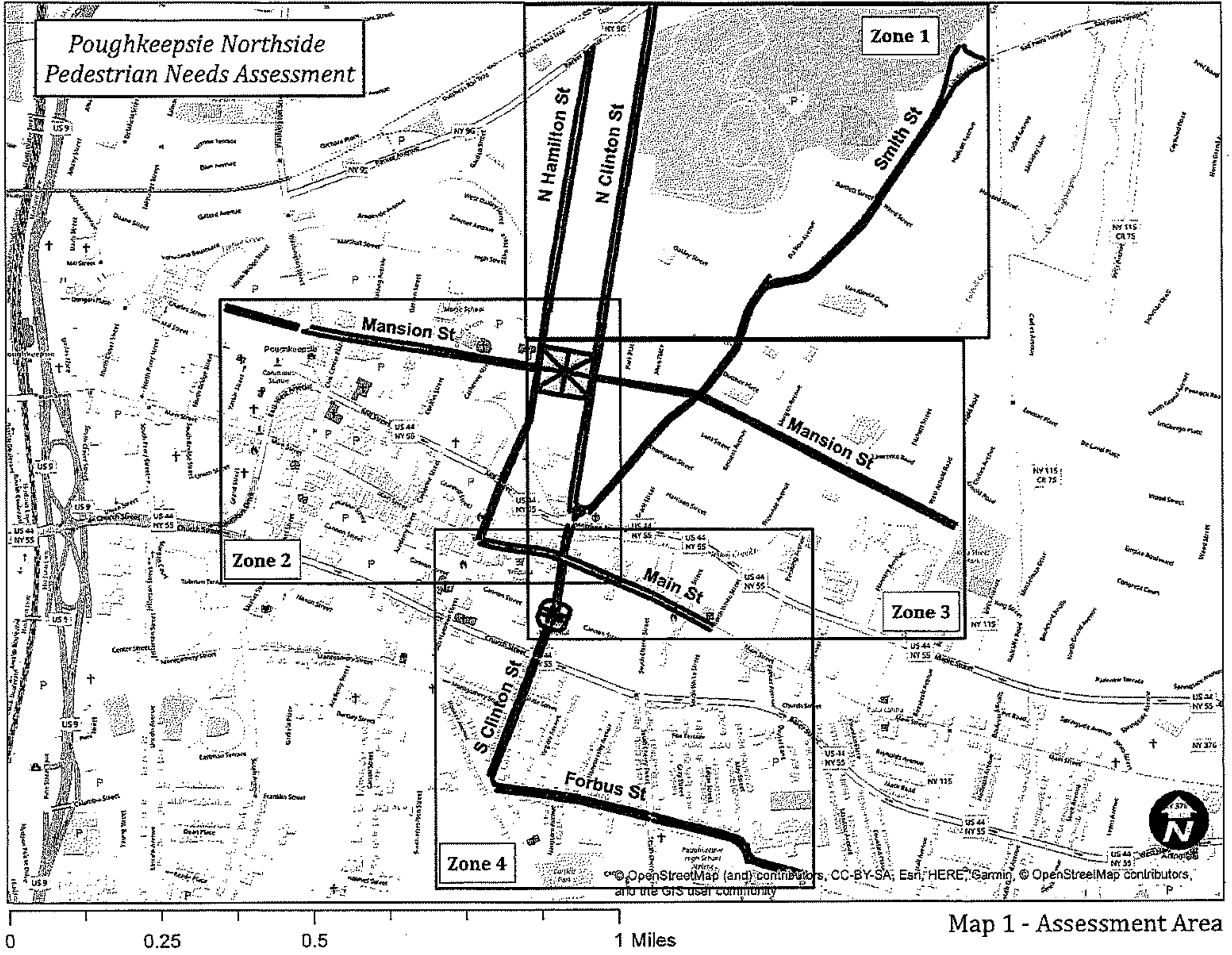
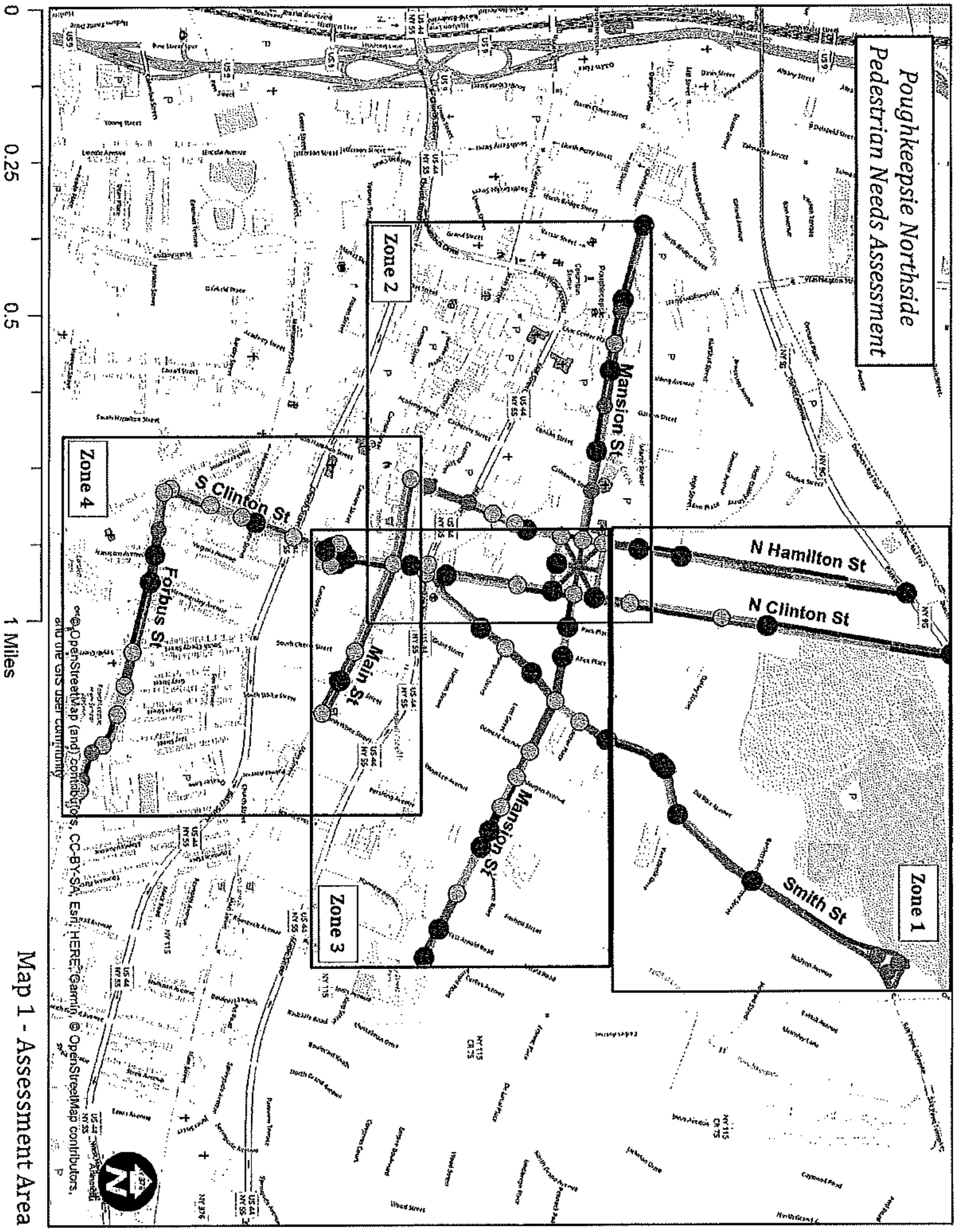
Megan Nickel



Map 1 - Assessment Area



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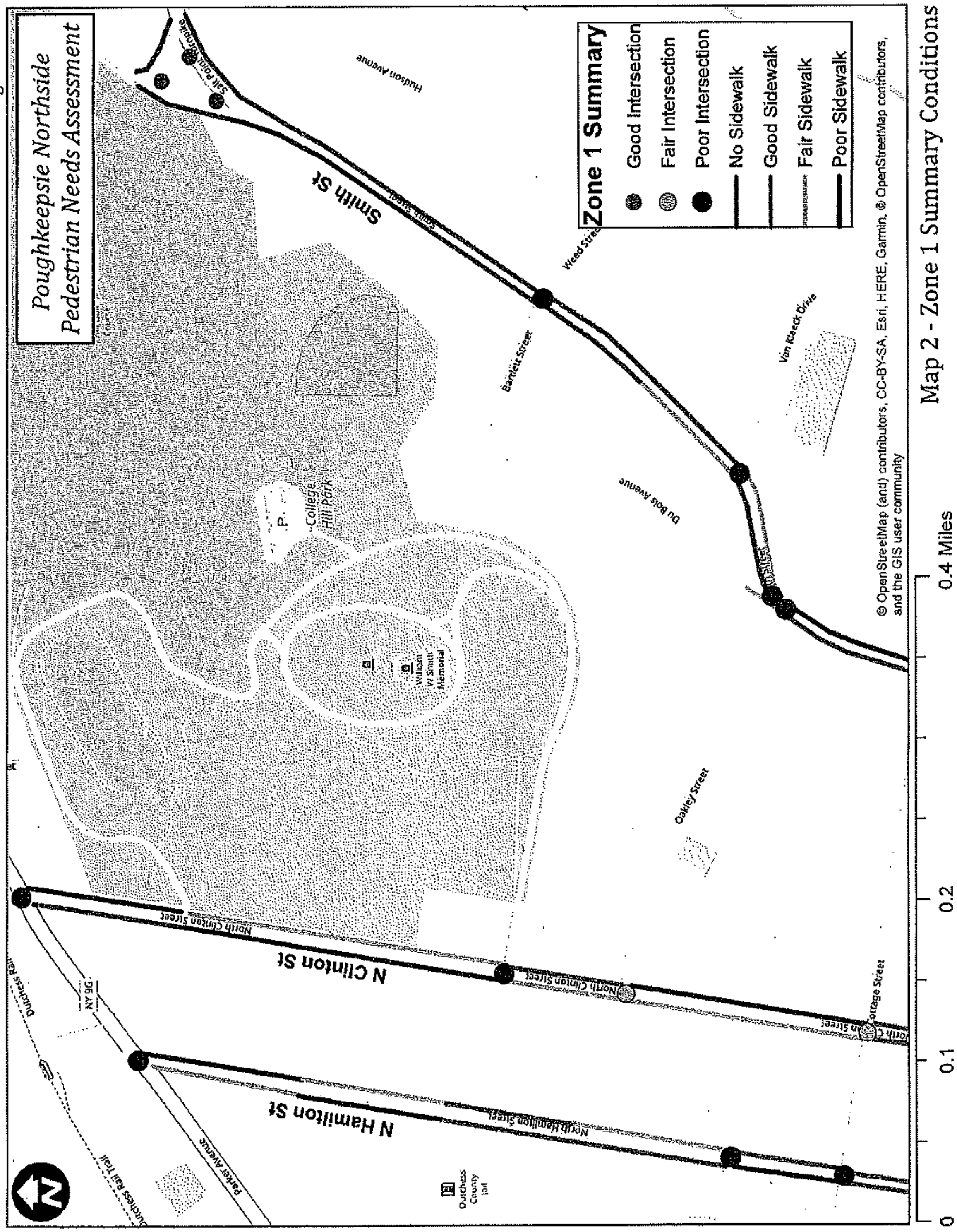
Map 1 - Assessment Area

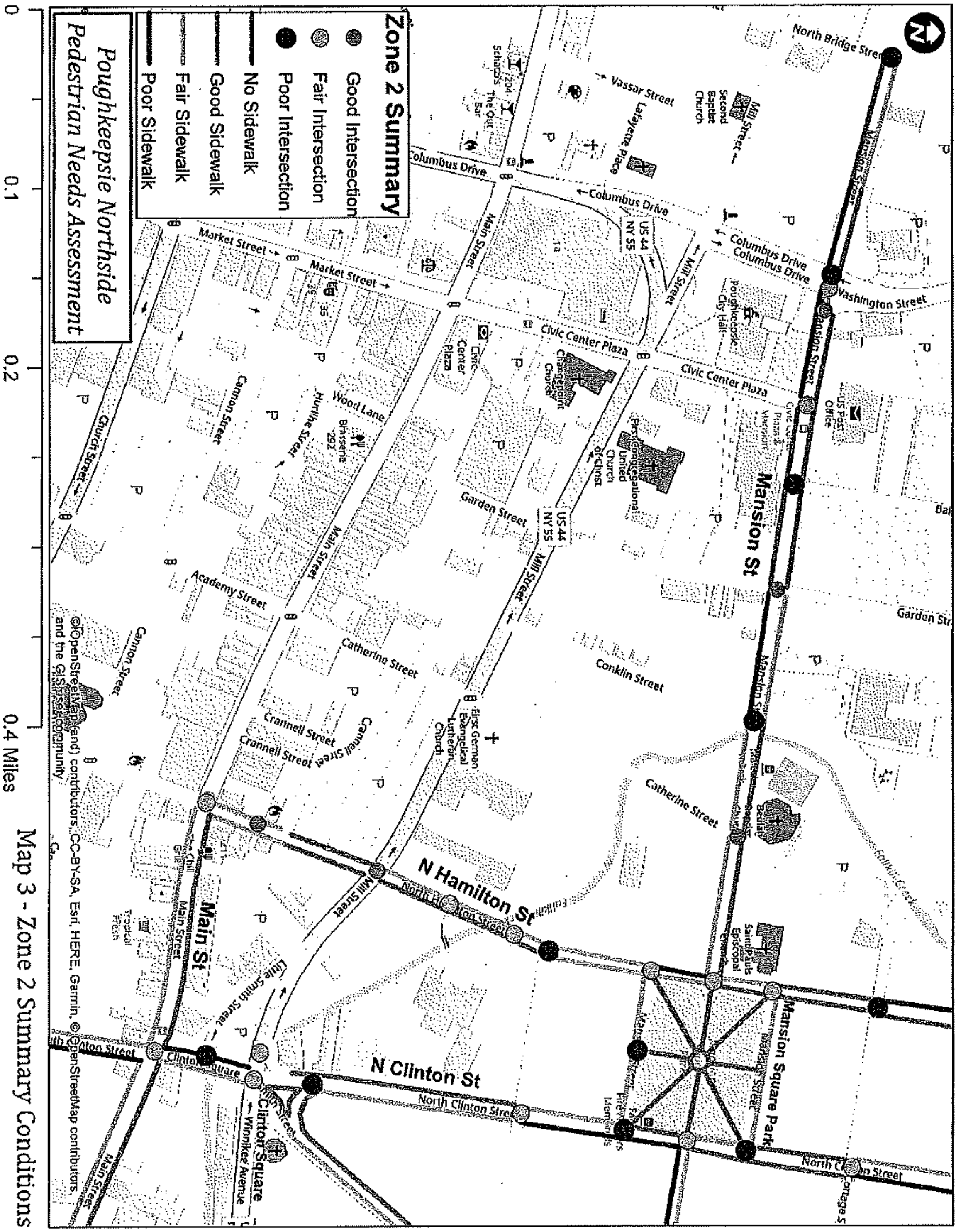
Megan Nickel

Megan Nickel



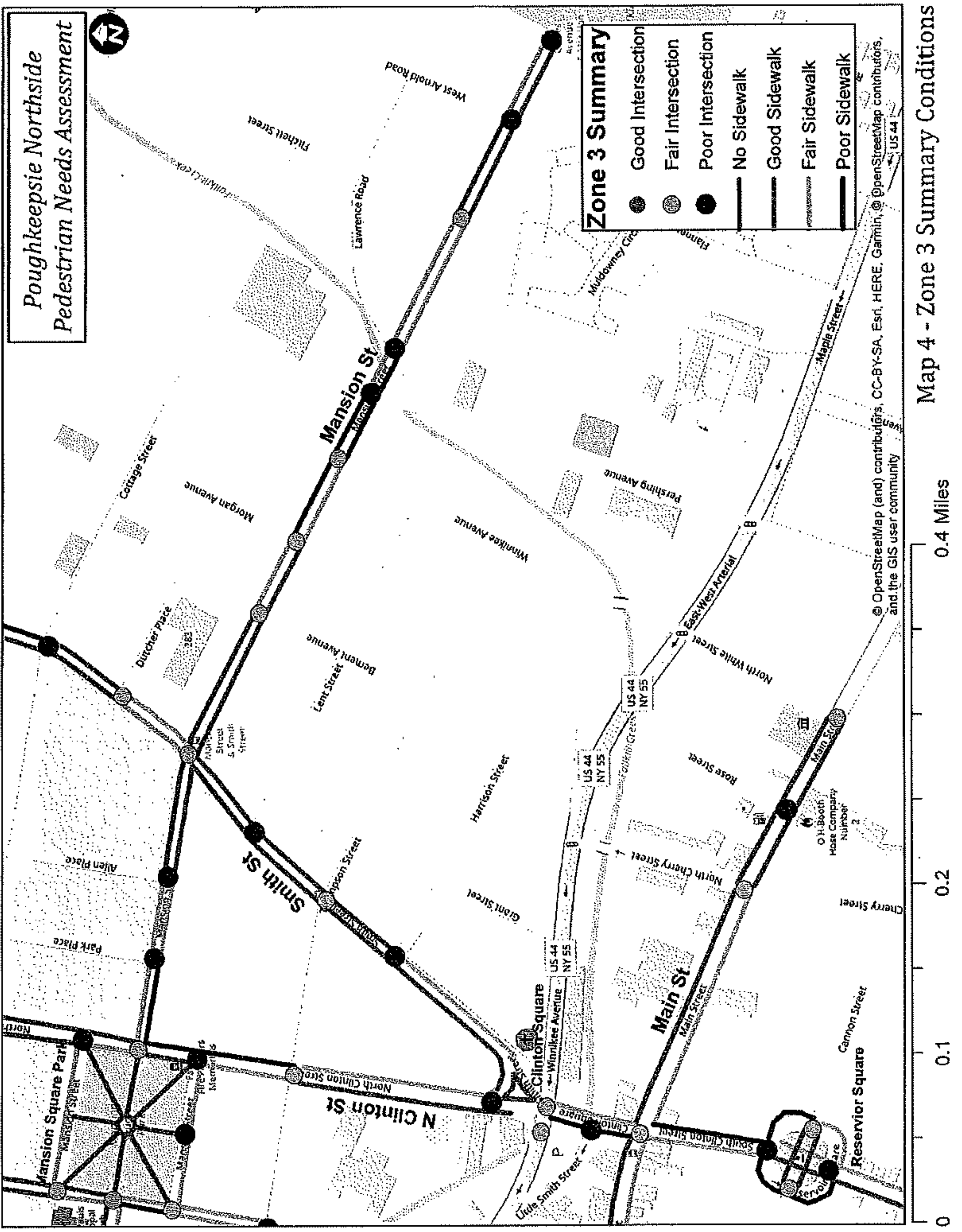
Map 2 - Zone 1 Summary Conditions

Megan Nickel



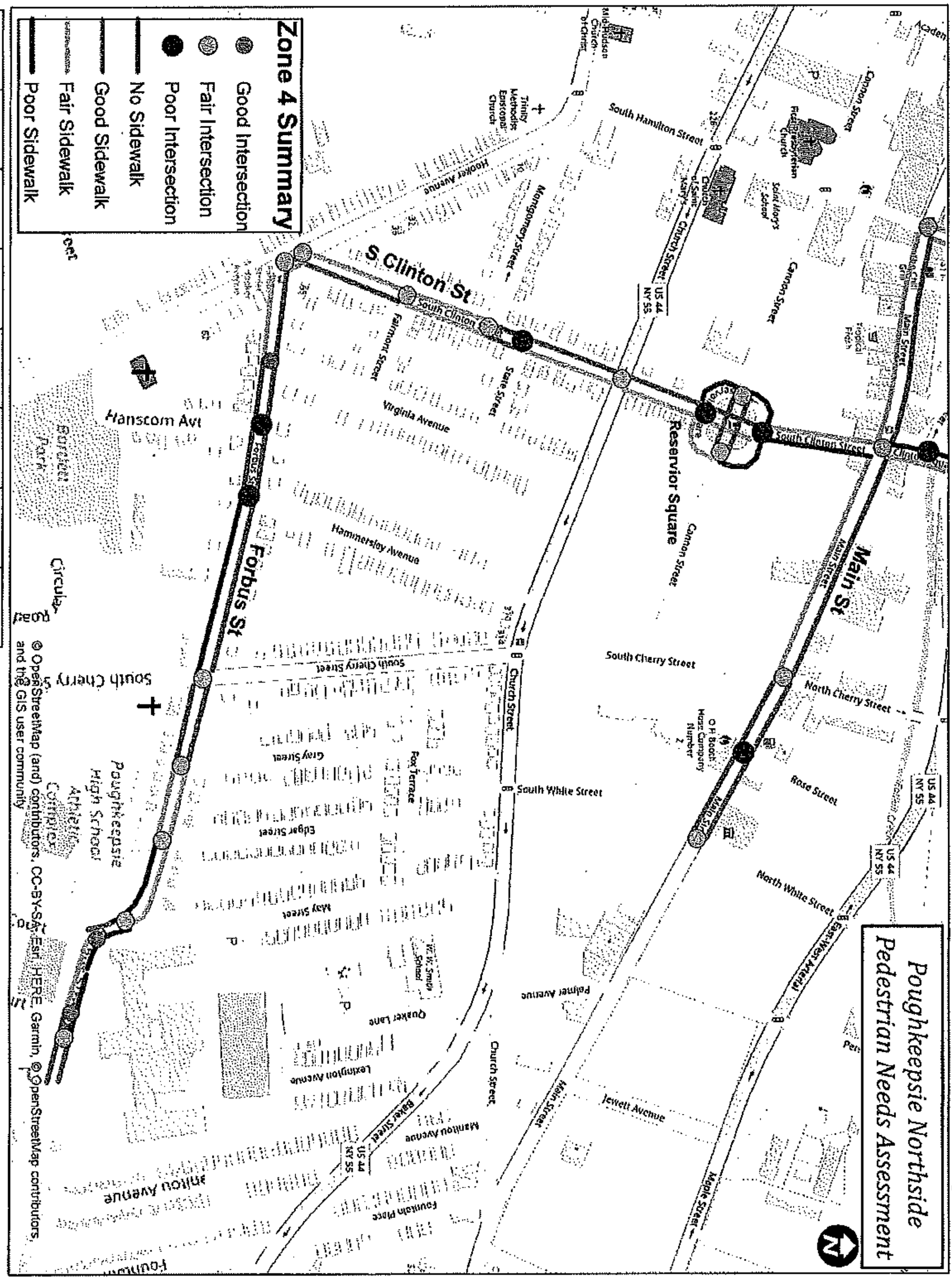
Map 3 - Zone 2 Summary Conditions

Megan Nickel



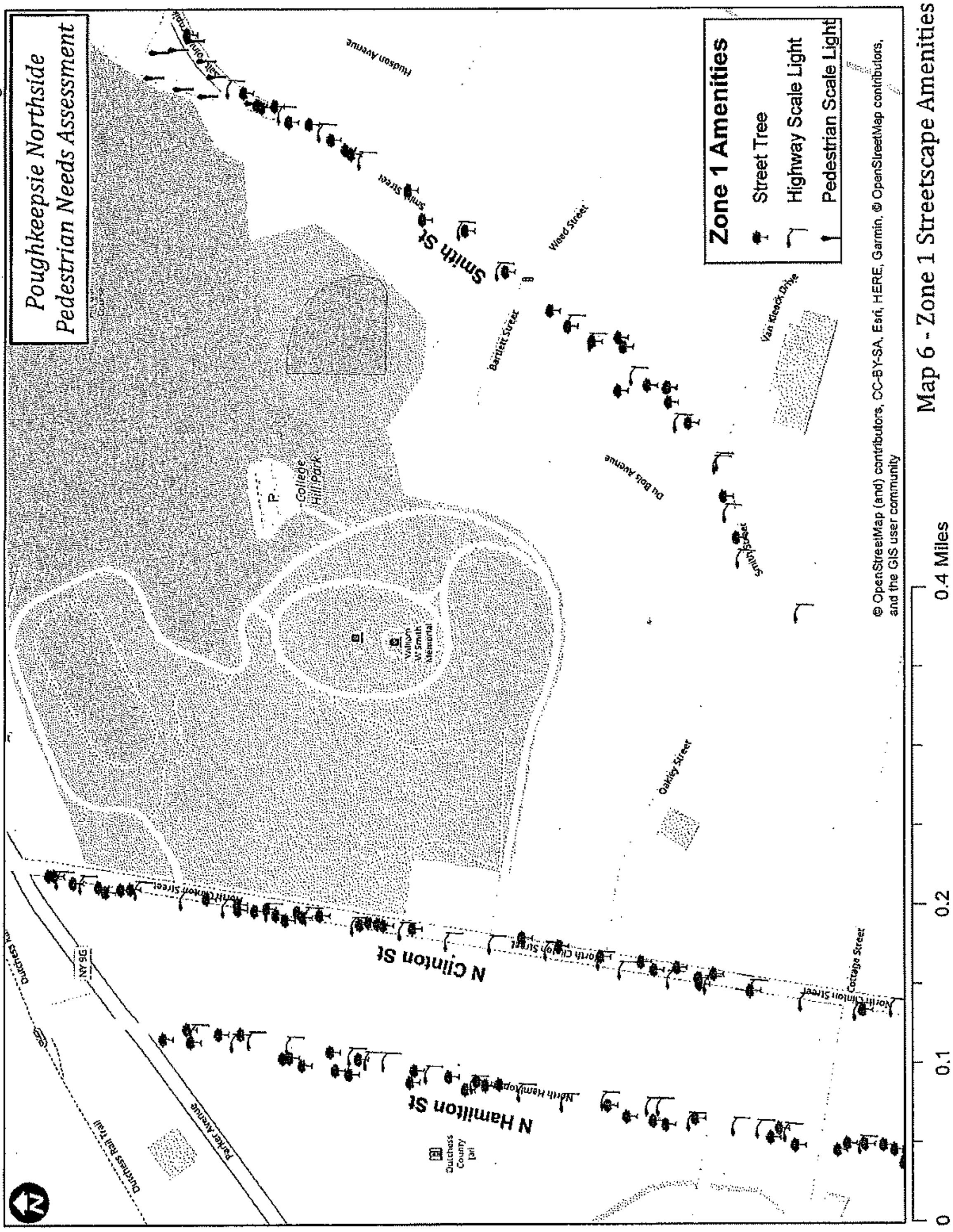
Map 4 - Zone 3 Summary Conditions

Megan Nickel



Map 5 - Zone 4 Summary Conditions

Megan Nickel



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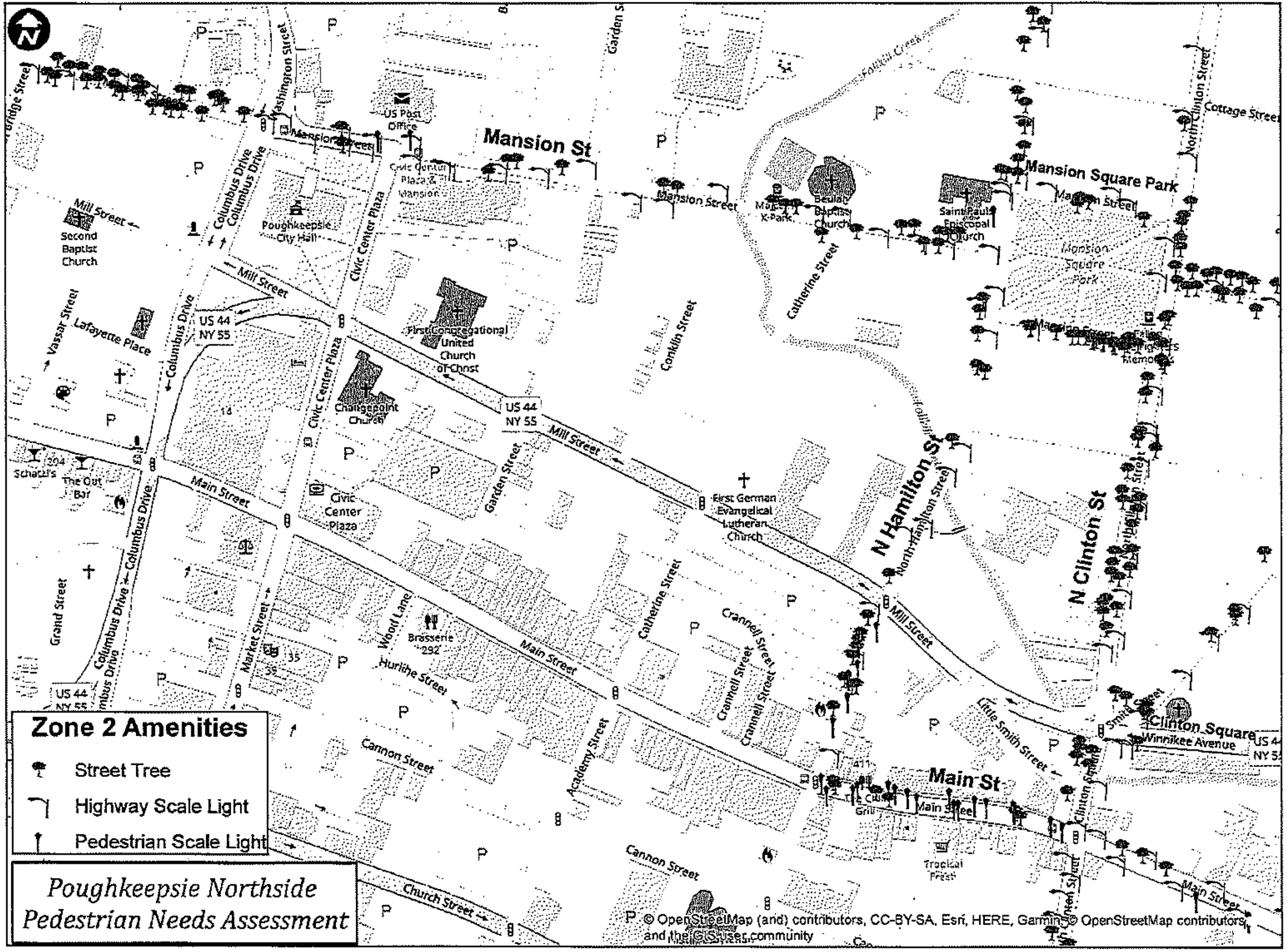
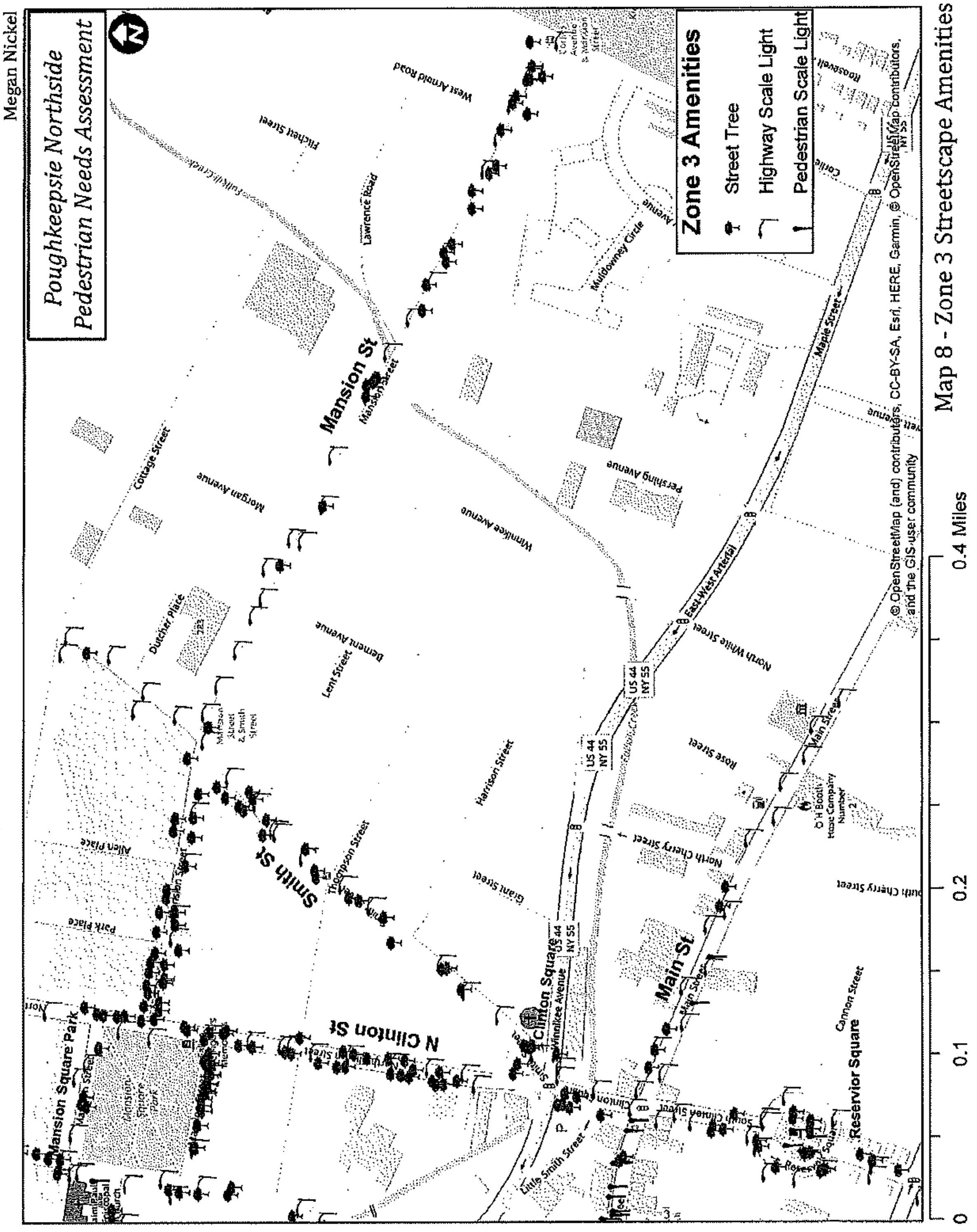
Map 6 - Zone 1 Streetscape Amenities

Megan Nickel

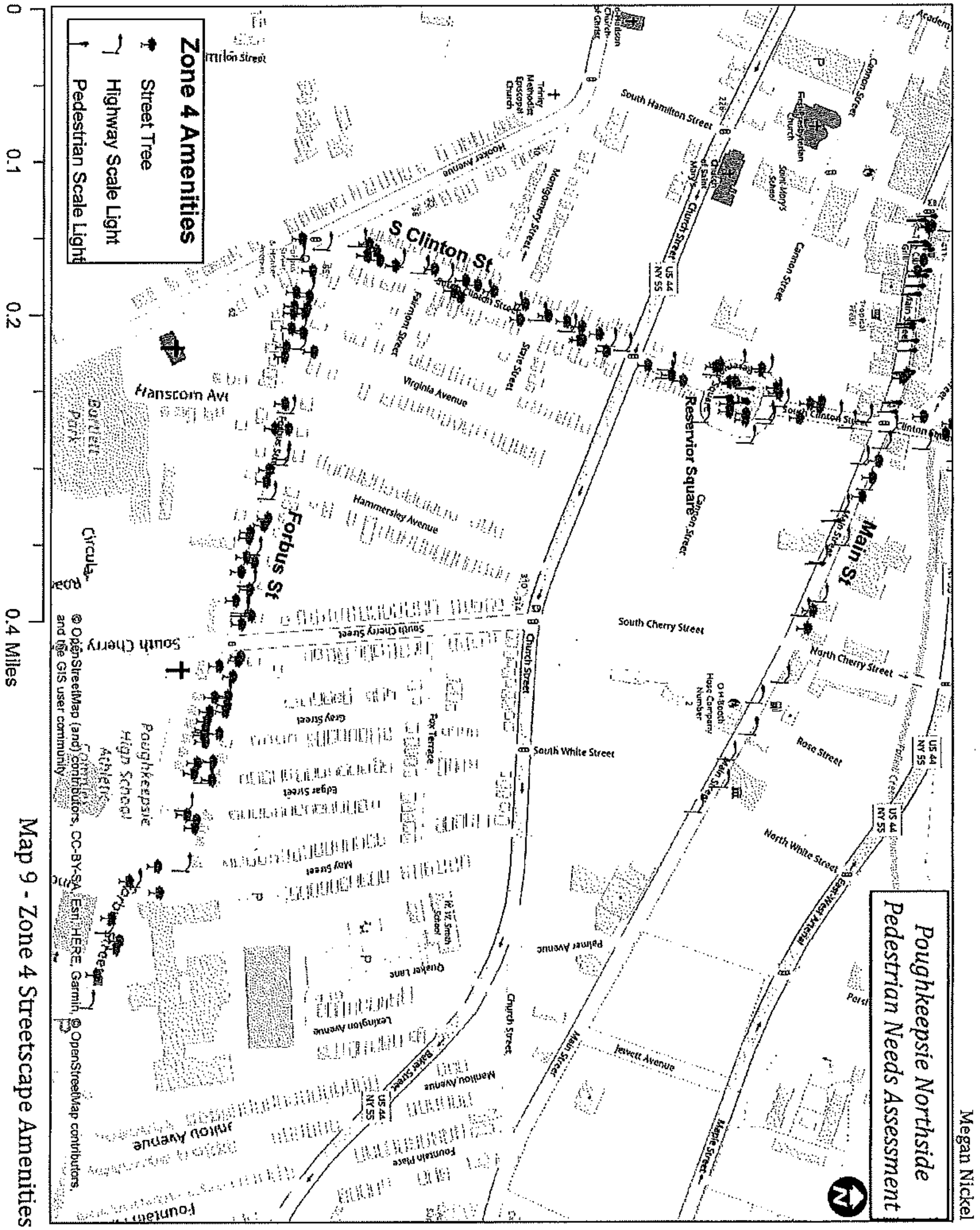


Map 7 - Zone 2 Streetscape Amenities



Megan Nickel

Map 8 - Zone 3 Streetscape Amenities



Map 9 - Zone 4 Streetscape Amenities

X. NEW BUSINESS:

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Cherry and Councilmember Petsas to adjourn the meeting at 9:13 p.m.

Dated: March 13, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on December 17, 2018

Respectfully submitted,

Deanne L. Flynn
City Chamberlain