

October 15, 2019

A Regular Meeting of the Common Council was held on Tuesday, October 15, 2019 at 7:00 PM, in the Common Council Chambers, City Hall with President Thomas DePietro presiding.

Upon roll call there were present: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Rosenthal, Sarowar, Volo and President DePietro.

Absent: Alderman Mizan.

The Clerk announced there was a quorum present for the meeting as required by Section C12-13 of the City Charter.

On motion of **Alderman Bujan**, seconded by **Alderman Sarowar**, the minutes of the September 17, 2019 meeting were ordered received and placed on file. Carried.

On motion of **Alderman Lewis**, seconded by **Alderman Bujan**, the City Treasurer's Reports as of August 31st and September 30th were ordered received and placed on file. Carried.

Committee Reports.

On motion of **Alderman Halloran**, seconded by **Alderman Johnson**, the following committee reports were ordered received and placed on file:

Fire Committee

Meeting of August 26th, 2019
Hudson City Hall

Meeting called to order 5:30 PM

in attendance: chairman Dominic Merante

committee members – Alderman: Kamal Johnson, Dewan Sarwar, Rob Bujan

fire Commissioner Tim Hutchings, second Assistant Fire Chief Nick Piero, *fire chief Anthony Demarco*.

meeting called to order 5:30 PM.

Fire department report: no report available

motion to accept notation of no minutes for July 2019 submitted to the record: motion passed

Grants:

Portable radios communication grants has been denied. meanwhile replacement batteries had been purchased until other funding stream can be determined.

The fire commissioner and second assistant fire chief met with the Mayor and the city treasurer to discuss the feasibility possibility for 2020 purchase of the portable radios as they are essential to the fire department equipment.

The fire commissioner and second assistant fire chief also met with Assemblyperson Barrett to discuss funding possibilities from the state.

Update on the issue regarding fire hydrant on 6th street that has no curve, according to DPW this is scheduled to be paved and repainted on the street identifying the hydrant.

Moving forward regards to the ladder truck, hopefully a resolution by December so the common council could approve the purchase.

The firemen day inspection will be on September 27th in the parade will be on the 28th. The format is the same as last year.

Meeting adjourned at 5:45PM

Respectfully submitted,
Dominic Merante, Chairman

DPW & Parks Committee

9/18/2019

5:15p Start

Attendees: Rich Volo, Dominic Merante, Rob Perry, Peter Bujanow; (Shershah Mizan absent)

Quorum present

Old business:

DPW Staff provided City energy data request to Rich Volo who will share the data with Wendell Energy Services.

Wendell will use the energy data to prepare a cost benefit analysis for City of Hudson Street light replacement project.

Superintendent's Report (see attached)

Rob Perry explained why the proposed Solar Farm on City property at the City's Churchtown reservoir is not a proper site for a solar farm. The project would require the removal of trees which would increase runoff, increase turbidity and decrease raw water quality.

See also Chapter A334 – Watershed rules and State Law Title 10 Section 108.1.

Taghkanic is ready to adopt new solar law to prohibit Active Solar Energy Systems that require more than 40,000 square feet of surface area.

NYPA Provided a **sample** Street Light Conversion Summary (see attached)
 Jeffry Laino from NYPA Solutions will be at the October DPW&Parks Committee meeting to describe NYPA support and engagement for municipalities to implement deliver 'turnkey' Street Lighting projects for Municipalities and will talk about the Hudson project.

The November DPW&Parks Committee agenda will also include discussion of Citywide Code for sidewalks to gauge when sidewalk repair and replacement are necessary. The Legal Committee is considering a proposal to create sidewalk districts in Hudson. The Zoning and Planning Task Force Committee will also weigh in on sidewalk code etc.

Meeting was adjourned 558p

Superintendent's Report

Wednesday, September 18, 2019



Sewer Department

- Septage Revenue: August \$33,345; YTD \$220,480

<u>Date</u>	<u>Volume (gallons)</u>	<u>CSO-6</u>	<u>CSO-5</u>	<u>Rain (inches)</u>
July 18-22, 2019	3,780,000	3-YES	3-YES	3.9"
July 30-31, 2019	120,000	2-YES	2-YES	0.3"
August 3, 2019	80,000	YES	YES	0.4"
August 15-17, 2019	680,000	2-YES	2-YES	1.7"
August 21, 2019	230,000	YES	YES	0.9"
September 2-4, 2019	50,000	2-YES	2-YES	0.9"
September 12, 2019	<u>580,000</u>	2-YES	2-YES	<u>0.8"</u>
	5,520,000 gallons			8.9"

- Not in Stormwater: Feminine products, human feces, rags/wipes, toiletries, detergents, grease, etc..
- Secondary clarifiers were drained to remove any persistent sludge, as well as conduit physical assessment of weirs (1) and diffusers. (2)
- GIGP Catch Basin Project:
- Contractor and subcontractor have replaced all soil & trees. Rotten root ball (3) of removed tree and its replacement installed with "in-line" support. (4)

Water

- Washington Street water main project proceeds from N. 7th towards N. 6th with new 12" valve "cut-in" (5) and charged. (6) New valves were installed and the trench continues west, although the original tract (7A) had far too many conflicts, which resulted in tract (7B). Operator uses marked stick to measure: trench depth, stone base, and depth of pipe cover. (8)
- Samples of the filter media at the plant were taken and evaluated by an outside vendor for useful life. The three (3) types of sand used: Anthracite, (9) Garnet and Silica. (10) All still have rigid features and have several years of useful life.
- Proposed Solar Farm at the Churchtown Reservoir is a poorly thought idea. First and foremost, it is OUR primary water supply. Construction of a solar farm would require the removal of trees which would increase run-off, increase turbidity and decrease raw water quality. Also, the site was original chosen 120+ years ago because it isn't flat..its a "bowl". Other considerations:
 - We prohibit most construction within 200' of any waterbody or tributary under local (Chapter A334- Watershed Rules) and state law (Title 10 Section 109.1),
 - Taghkanic is ready to adopt new solar law. Relevant Language: *"An Active Solar Energy System that occupies more than 40,000 square feet of surface area are prohibited"* under §2 Subsection 3(c) of the proposed law. Medium Scale. (11)

DPW

- Pre-paving requires substantial preparation to buried utilities. Significant amounts of brick, block, and concrete (12) are required to repair or rebuild aging infrastructure. (13) Structure replacement on Joslen place require excavation and demolition of existing structure with new construction including: pipes, brick & mortar as well as iron (grates). (14) \$\$
- Drag box in the alleys places enough material to fill voids (15) and bring smooth finish (16) to the alley. Cost runs about \$5,000 per block for material \$\$ + adequate labor. Drag box not only works in low-impact/traffic areas like Lake Avenue, (17) but also travel lanes on Worth. (18)
- Restoration of excavations requires almost \$1,000 of concrete (19) and \$250 of asphalt.
- Installation of bollards (20) for student safety requires inventory, which require money.
- Primary power to street lights requires temporary light on 200 block of Warren. (21)

Street Lights

- Street light utility bill for July 2019 is ~\$14,000. (22) Of that, \$10,000 is for "facility charges" (23)
- **SAMPLE** NYPA Conversion Project Summary to include: Purchase of "facility assets", installation of isolation fuses, conversion from High-Pressure Sodium to LED and financing over ten (10) years. (24) Also, options to include "Smart LEDs". Base project is budget neutral.

Parks, Buildings & Right-Of-Way

- Pocket park suffered erosion in some areas and weeds in others. (25) Project complete. (26)
- Street Tree project underway. 28 trees scheduled with these anomalies notwithstanding. (27)
- Beta-test for trip hazard mitigation. Six (6) city-owned properties on Warren Street were contracted to have trip hazards cut (28) and cracks filled with epoxy. (29) Scope included field assessment, (30) quantification, tabulation (31) and materials & labor at prevailing wage. Project cost was \$18,000. Average cost is \$17/linear foot of sidewalks on Warren Street, where sidewalks were replaced in 2002. Since the rest of the city is significantly worse, I would forecast \$35/foot city-wide or ~\$2.3 million or ~\$1,100 per parcel city-wide. This **DOES NOT** include money to replace sidewalk panels with greater than 2" crack or 2" heave.
- Sidewalk cutting at City Hall. (32) Installation of post for ADA accessible speakerphone. (33)
- Illegal dumping more rampant than ever in municipal garbage cans (34) and in the alleys. (35)

Ferry Street Bridge

- Right-Of-Way subconsultant has been working on title searches for the affected properties. They are currently working on finding the correct deed, map, and title reference for the State Park land and are actively working with DEC and SHPO to get this information. Two areas in our footprint are owned by the "Terrace" (36) on Front St and NYS/Franklin Park. (37)

DOT

- The Rectangular Rapid Flashing Beacons (RRFB) Multi-Modal Program required resubmission of the Schedule "A" – Agreement. Why? Because DOT used 4/15/2020 and not 10/01/2007. (38)



ANDREW M. CUOMO
Governor

**NY Power
Authority**

JOHN R. KOELMEL
Chairman

GIL C. QUINIONES
President and Chief Executive Officer

Smart Street Light Maintenance Service Overview

The New York Power Authority's (NYPA) Street Light Maintenance Service, under the Smart Street Lighting NY program, provides municipalities with a complete turn-key solution for the on-going maintenance of street light systems after municipalities gain ownership. By utilizing asset controllers on each street light NYPA will monitor in real time the performance of the street light system therefore improving response time, service, and reporting.

The O&M service will help to provide essential maintenance to keep the street light systems in proper working order for safety, and public benefits; addressing aging infrastructure, weather events, traffic accidents, and defects. This program offers complete end-to-end coverage of the street light system for each municipality.

Key Services:

- Street light system monitoring and troubleshooting
- Recognition of street lighting faults and when repair is required
- Routine street lighting maintenance
- Emergency response
- 24/7 service
- Progress reports of work completed and system changes

NYPA will act as the municipality's main point of contact for any maintenance work needed, as well as, monitor and trouble shoot outages via the asset management software to determine if the contractor needs to be deployed to make a repair. Through this service program NYPA will provide performance reports as well as outage reports which will show any changes to the street light systems in addition to the number and type of repairs. NYPA will also be responsible for tracking maintenance budgets, reconciling work orders, as well as performing quality assurance.

NYPA's Street Light Maintenance Service can be broken down into 3 service categories, Routine Maintenance, Non-Routine Maintenance, and Emergency Work, which have different types of repairs, approval process, and timeline requirements.

Routine Maintenance consists of replacing and/or repairing defective components of the street lighting system in order to keep them fully operational. This type of service will cover the repair or replacement of damaged fixtures, control nodes, fuses, etc. For this type of service, contractors will within 2 weeks of notification.

Non-Routine Maintenance includes repairs that go above and beyond the defined routine maintenance. Non-routine work requires the municipality's approval prior to work commencing, once approved the work must be completed within 30 days. The Contractor will provide a written proposal to the Customer and NYPA detailing the scope of work.

Minutes submitted by:
Eileen Halloran
5th Ward Council Member
Chair DPW&Parks Committee

Police Committee

September 23rd, 2019

In attendance Alderman Johnson, Merante, Sarowar, Bujan, Chief Moore, Lt. Miller

Meeting brought to order at 6:00pm.

Chief Moore opened the meeting providing an update on the crosswalk in front of “Headstart.” The chief explained that Headstart is not technically a school. The department will look for other measures as far as proper signage, and new painting.

The chief also provided an update from the August meeting about concerns of cars passing in the bike path lanes on Harry Howard Ave. The new barriers have had a very positive effect on traffic. A new plan will be need to be discussed for the winter months.

The department conducted and audit of all signage in the city. 15 corrections will be submitted to DPW.

October 1st the department will take part in training for the body cameras. A date for implementation will be decided after the training.

Chief Moore discussed that the city has no official placard for parking. The youth department is free to use the back parking spots and traffic officers have been notified.

Chief Moore discussed a new NYS law regarding records and retentions. Starting Jan. 1st All audio recordings body camera footage, ticket data must be retained for one year. All police departments will have 15 days to send any audio or visuals to the district attorneys office for every violation.

Meeting was adjourned at 6:45pm

Youth, Education, Senior and Recreation Committee

October 2nd, 2019

In attendance Chairman Alderman Johnson, Alderman Lewis, Common Council President Tom DePietro

Absent: Alderman Merante

Non-voting Committee member: Kathy Clark

Meeting came to order at 5:37pm

Department of Youth Monthly Review 9/16/19-10/2/19

UPDATE

- Oakdale summer camp an overwhelming success!
- Youth Center is open for the 2019-20 school year
- All purpose room will most likely be unusable for the duration of 2019.
- The Dept. will be looking into donated/leasing space from other facilities for the fall.
- Peter Bujanow assisting in the development of RFP for roof work.

- County bus service is operational serving Hudson, Greenport, Stottsville, Stockport, Claverack and Philmont.
- Youth participation and Staff check-ins fully operational.
- 2020 budget has been submitted.
- Thank you to Berkshire Bank, Shanatia Bygraves and FOHY for funding the 2019 shoe drive.

CURRENT PROGRAMS

- Claremont HYC Visits
- Homework Help
- Fall Nature Program
- Yoga
- Two sections of Hip-hop dance
- Boxing
- Circus

UP AND COMING

- Working to develop an incentivized lifeguard training program with the HCSD, FOHY, TIME consulting and CEDC.
- 2020 budget prep negotiations TBD, major items include:
 - Oakdale staffing restructure (we are not competitive with other camps/beaches).
 - Vehicles
 - Developing a strategy for separation re-organization of Youth Dept./ Senior Center

Meeting Adjourned at 6:16

Economic Development Committee

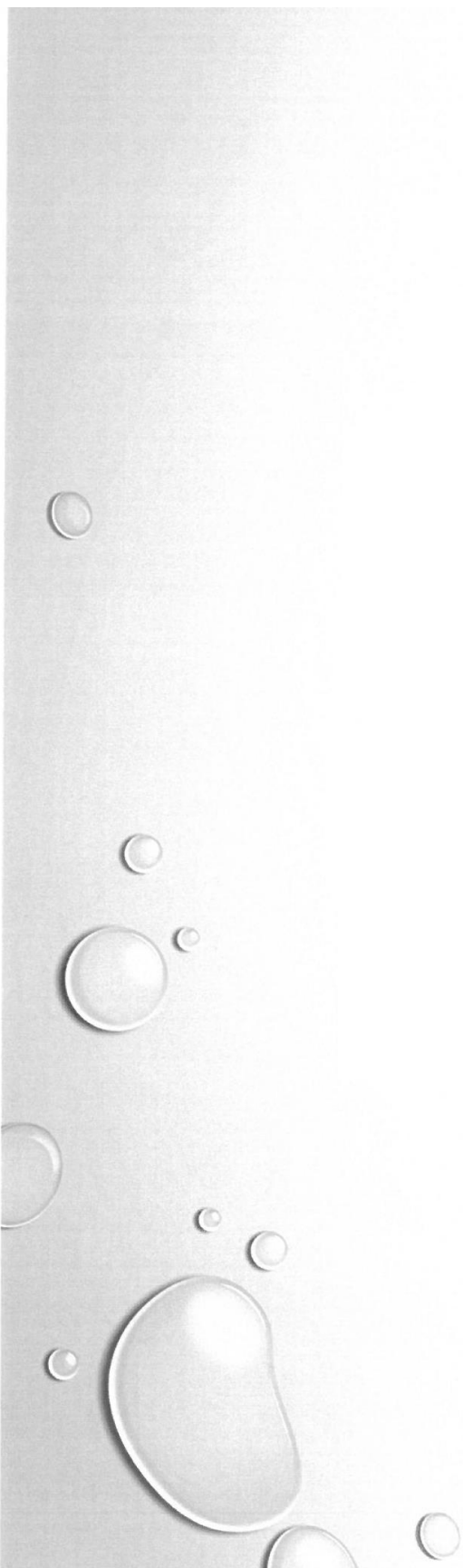
Special Meeting
October 3rd, 2019

Present: Rich Volo, John Rosenthal
Thursday, Oct 3rd
Start time: 6pm
Adjourned: 6:45pm

Presentation, attached by Joseph Murine
Questions raised:

- Remote net metering – explanation needed – RV to email NYSERDA
- Prevailing Wage applicable?
- Substation at Capacity?
- Possibility of land usage? See attached map
- WMR to provide references of other municipalities
- East Light offered to restructure initial agreement to 70%

WVIR Services LLC
A Vertically Integrated Renewable Energy Company



REMOTE NET METERING

- REMOTE NET METERING OR RNM IS A TERM USED TO DEFINE A PROCESS BY WHICH ELECTRICAL ENERGY IS CREATED ON ONE SITE AND CONSUMED AT ANOTHER.
- THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY OR NYSEERDA HAS MADE IT POSSIBLE FOR RENEWABLE ENERGY DEVELOPERS TO BUILD PV SOLAR PROJECTS AND TO ALLOW THE ELECTRICITY PRODUCED TO FLOW INTO THE GRID. FOR EVERY KILOWATT GENERATED, IT PRODUCES A VDER CREDIT
- VDER CREDIT IS A MONETARY VALUE WHICH CAN BE TRANSFERRED TO THE ACCOUNT(S) OF AN ELECTRICAL USER. IT IS A VALUE STACK WITH CONSISTS OF THE FOLLOWING :

VALUE OF DISTRIBUTED ENERGY RESOURCES

- LOCATION BASED MARGINAL PRICING (LBMP)
- CAPACITY (ICAP)
- ENVIRONMENTAL VALUE (E)
- DEMAND REDUCTION VALUES (DRV)
- LOCATIONAL ADDERS (LSRV)

100% CREDITS APPLIED

Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Wh Generated by Project	4,330,404	4,308,752	4,287,208	4,265,772	4,244,443	4,223,221	4,202,105	4,181,094	4,160,189	4,139,388	4,118,691	4,098,098	4,077,607	4,057,219	4,036,933	4,016,748	3,996,665	3,976,681	3,956,798	3,937,014
Electricity	\$0.0375	\$0.0380	\$0.0384	\$0.0389	\$0.0393	\$0.0398	\$0.0403	\$0.0408	\$0.0413	\$0.0417	\$0.0422	\$0.0426	\$0.0431	\$0.0435	\$0.0440	\$0.0444	\$0.0448	\$0.0452	\$0.0456	\$0.0460
Capacity	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125
Environmental	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290
SRV	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050
RV	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047
Total kWh Rate	\$0.0887	\$0.0892	\$0.0896	\$0.0901	\$0.0906	\$0.0911	\$0.0916	\$0.0921	\$0.0925	\$0.0931	\$0.0936	\$0.0942	\$0.0947	\$0.0952	\$0.0958	\$0.0963	\$0.0969	\$0.0974	\$0.0980	\$0.0986
Credits Generated by Project	\$384,107	\$384,125	\$384,157	\$384,405	\$384,460	\$384,531	\$384,815	\$394,912	\$385,023	\$385,345	\$385,688	\$385,837	\$386,198	\$386,374	\$386,563	\$386,963	\$387,179	\$387,409	\$387,848	\$388,105
Price per kWh Paid	\$0.0727	\$0.0731	\$0.0735	\$0.0739	\$0.0743	\$0.0747	\$0.0751	\$0.0755	\$0.0759	\$0.0763	\$0.0768	\$0.0772	\$0.0777	\$0.0781	\$0.0785	\$0.0790	\$0.0794	\$0.0799	\$0.0804	\$0.0808
Total \$ Paid	(\$314,968)	(\$314,983)	(\$315,009)	(\$315,210)	(\$315,257)	(\$315,316)	(\$315,548)	(\$315,628)	(\$315,719)	(\$315,983)	(\$316,264)	(\$316,387)	(\$316,682)	(\$316,826)	(\$316,982)	(\$317,209)	(\$317,487)	(\$317,675)	(\$318,035)	(\$318,246)
Wings by Year	\$69,139	\$69,143	\$69,148	\$69,192	\$69,203	\$69,216	\$69,267	\$69,284	\$69,304	\$69,362	\$69,424	\$69,451	\$69,516	\$69,547	\$69,581	\$69,653	\$69,692	\$69,734	\$69,813	\$69,859
Land Lease with 1% annual increase	\$36,000	\$36,360	\$36,724	\$37,091	\$37,462	\$37,835	\$38,215	\$38,597	\$38,983	\$39,373	\$39,766	\$40,164	\$40,566	\$40,971	\$41,381	\$41,795	\$42,213	\$42,635	\$43,061	\$43,492
Community Solar @ 10% savings of Load	\$105,139	\$105,503	\$105,872	\$106,243	\$106,615	\$107,052	\$107,481	\$107,911	\$108,342	\$108,775	\$109,210	\$109,645	\$110,081	\$110,519	\$110,962	\$111,408	\$111,855	\$112,305	\$112,757	\$113,211
	\$38,974	\$38,779	\$38,585	\$38,392	\$38,200	\$38,009	\$37,819	\$37,630	\$37,442	\$37,254	\$37,068	\$36,883	\$36,698	\$36,515	\$36,332	\$36,151	\$35,970	\$35,790	\$35,611	\$35,433
	\$66,166	\$66,724	\$67,287	\$67,851	\$68,415	\$68,983	\$69,543	\$70,101	\$70,655	\$71,212	\$71,772	\$72,333	\$72,893	\$73,454	\$74,014	\$74,574	\$75,135	\$75,696	\$76,257	\$76,818
	\$1,437,676																			

90% CREDITS APPLIED

Year #	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
kWh Generated by Project	3,897,364	3,877,877	3,858,487	3,839,195	3,819,999	3,800,899	3,781,894	3,762,985	3,744,170	3,725,449	3,706,822	3,688,288	3,669,846	3,651,497	3,633,240	3,615,074	3,596,998	3,579,013	3,561,118	3,543,313
Electricity	\$0.0375	\$0.0380	\$0.0384	\$0.0389	\$0.0393	\$0.0398	\$0.0403	\$0.0408	\$0.0413	\$0.0417	\$0.0423	\$0.0428	\$0.0433	\$0.0438	\$0.0443	\$0.0448	\$0.0454	\$0.0459	\$0.0465	\$0.0470
Capacity	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125
Environmental	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290
LSRV	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050
DRV	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047
Total kWh Rate	\$0.0887	\$0.0892	\$0.0895	\$0.0901	\$0.0906	\$0.0911	\$0.0916	\$0.0921	\$0.0925	\$0.0931	\$0.0936	\$0.0942	\$0.0947	\$0.0952	\$0.0958	\$0.0963	\$0.0969	\$0.0974	\$0.0980	\$0.0986
Credits Generated by Project	\$245,686	\$245,713	\$245,741	\$245,962	\$246,014	\$246,078	\$246,334	\$246,421	\$246,521	\$246,611	\$247,119	\$247,254	\$247,578	\$247,736	\$247,907	\$248,267	\$248,461	\$248,688	\$249,063	\$249,294
Price per kWh Paid	\$0.0727	\$0.0731	\$0.0735	\$0.0738	\$0.0743	\$0.0747	\$0.0751	\$0.0755	\$0.0759	\$0.0763	\$0.0768	\$0.0772	\$0.0777	\$0.0781	\$0.0785	\$0.0790	\$0.0794	\$0.0799	\$0.0804	\$0.0808
Total \$ Paid	(\$283,471)	(\$283,494)	(\$283,508)	(\$283,889)	(\$283,732)	(\$283,794)	(\$283,994)	(\$284,055)	(\$284,147)	(\$284,385)	(\$284,638)	(\$284,748)	(\$285,014)	(\$285,144)	(\$285,294)	(\$285,579)	(\$285,738)	(\$285,908)	(\$286,232)	(\$286,421)
Savings by Year	\$62,225	\$62,228	\$62,233	\$62,273	\$62,283	\$62,294	\$62,340	\$62,356	\$62,374	\$62,426	\$62,481	\$62,506	\$62,564	\$62,593	\$62,623	\$62,688	\$62,773	\$62,760	\$62,831	\$62,873
City Land Lease with 1% annual increase	\$30,600	\$30,966	\$31,215	\$31,527	\$31,842	\$32,161	\$32,483	\$32,807	\$33,135	\$33,467	\$33,801	\$34,139	\$34,481	\$34,826	\$35,174	\$35,526	\$35,881	\$36,240	\$36,602	\$36,968
	\$92,823	\$93,134	\$93,448	\$93,800	\$94,123	\$94,455	\$94,823	\$95,163	\$95,509	\$95,893	\$96,283	\$96,645	\$97,045	\$97,418	\$97,797	\$98,214	\$98,604	\$99,000	\$99,433	\$99,841
Community Solar @ 10% savings of load	\$57,749	\$58,233	\$58,722	\$59,248	\$59,745	\$60,247	\$60,786	\$61,296	\$61,812	\$62,364	\$62,922	\$63,451	\$64,016	\$64,555	\$65,098	\$65,678	\$66,231	\$66,789	\$67,383	\$67,951
	\$669,181.76																			
	\$1,248,675																			
	\$73,782																			
	\$1,923,456																			

80% CREDITS APPLIED

Year #	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
kWh Generated by Project	3,532,698	3,515,035	3,497,659	3,479,972	3,462,572	3,445,259	3,428,033	3,410,893	3,393,838	3,376,869	3,359,985	3,343,185	3,326,469	3,309,837	3,293,287	3,276,821	3,260,437	3,244,135	3,227,914	3,211,775
Electricity	\$0.0375	\$0.0380	\$0.0384	\$0.0389	\$0.0393	\$0.0398	\$0.0403	\$0.0408	\$0.0413	\$0.0417	\$0.0422	\$0.0426	\$0.0433	\$0.0438	\$0.0443	\$0.0448	\$0.0454	\$0.0459	\$0.0465	\$0.0470
Capacity	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125	\$0.0125
Environmental	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290	\$0.0290
LSRV	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0051	\$0.0051	\$0.0051	\$0.0051	\$0.0051	\$0.0051	\$0.0051	\$0.0051	\$0.0051
DRV	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0047	\$0.0048	\$0.0048	\$0.0048	\$0.0048	\$0.0048	\$0.0049	\$0.0049	\$0.0049	\$0.0049	\$0.0049	\$0.0049	\$0.0049	\$0.0050
Total kWh Rate	\$0.0887	\$0.0892	\$0.0896	\$0.0901	\$0.0906	\$0.0911	\$0.0916	\$0.0921	\$0.0925	\$0.0931	\$0.0936	\$0.0942	\$0.0947	\$0.0952	\$0.0958	\$0.0963	\$0.0969	\$0.0974	\$0.0980	\$0.0986
\$ Credits Generated by Project	\$313,330	\$313,385	\$313,391	\$313,392	\$313,639	\$313,697	\$313,928	\$314,007	\$314,098	\$314,361	\$314,640	\$314,762	\$315,056	\$315,200	\$315,354	\$315,680	\$315,856	\$316,044	\$316,402	\$316,612
Price per kWh Paid	\$0.0727	\$0.0731	\$0.0735	\$0.0739	\$0.0743	\$0.0747	\$0.0751	\$0.0755	\$0.0759	\$0.0763	\$0.0768	\$0.0772	\$0.0777	\$0.0781	\$0.0785	\$0.0790	\$0.0794	\$0.0799	\$0.0804	\$0.0808
Total \$ Paid	(\$256,594)	(\$256,980)	(\$257,145)	(\$257,184)	(\$257,231)	(\$257,421)	(\$257,486)	(\$257,560)	(\$257,776)	(\$258,005)	(\$258,105)	(\$258,346)	(\$258,464)	(\$258,590)	(\$258,838)	(\$259,002)	(\$259,150)	(\$259,450)	(\$259,622)	
Savings by Year	\$56,403	\$56,406	\$56,410	\$56,446	\$56,465	\$56,465	\$56,507	\$56,521	\$56,538	\$56,585	\$56,635	\$56,657	\$56,710	\$56,736	\$56,764	\$56,822	\$56,854	\$56,888	\$56,932	\$56,991
City Land Lease with 1% annual increase	\$27,000	\$27,270	\$27,543	\$27,818	\$28,096	\$28,377	\$28,661	\$28,948	\$29,237	\$29,530	\$29,825	\$30,123	\$30,424	\$30,729	\$31,036	\$31,346	\$31,660	\$31,976	\$32,295	\$32,619
	\$83,403	\$83,676	\$83,953	\$84,265	\$84,551	\$84,843	\$85,168	\$85,469	\$85,775	\$86,114	\$86,460	\$86,780	\$87,134	\$87,464	\$87,800	\$88,169	\$88,514	\$88,864	\$89,248	\$89,609
Community Solar @ 10% savings of Load	\$31,794	\$31,635	\$31,477	\$31,320	\$31,163	\$31,007	\$30,852	\$30,698	\$30,545	\$30,392	\$30,240	\$30,089	\$29,938	\$29,789	\$29,640	\$29,491	\$29,344	\$29,197	\$29,051	\$28,906
	\$51,609	\$52,040	\$52,476	\$52,945	\$53,388	\$53,835	\$54,316	\$54,771	\$55,230	\$55,723	\$56,220	\$56,692	\$57,196	\$57,676	\$58,160	\$58,677	\$59,170	\$59,667	\$60,197	\$60,703
																				\$1,120,691
																				\$96,568.26
																				\$94,513
																				\$1,727,259

WHAT IS REQUIRED TO PARTICIPATE

- WE ASK THE ENTITY TO ENTER INTO A LONG-TERM AGREEMENT TO TAKE THE CREDITS OVER THE TERM AT A FIXED PERCENTAGE OF THE VDER CREDIT
- THERE ARE NO CAPITAL COSTS AND NO UPGRADES TO ANY OF THE FACILITIES OR ELECTRICAL GEAR IN THE FACILITIES YOU SELECT
- THIS PROGRAM ALLOWS FOR THE ENTITY TO FORECAST ITS SAVINGS OUT THROUGH THE LIFE OF THE CONTRACT
- THIS IS A GREAT PROGRAM FOR ORGANIZATIONS LIKE THE YOURS TO HAVE ACCESS TO THESE CREDITS.
- YOU ARE NOT BUYING POWER. SIMPLY AGREEING TO PURCHASE RENEWABLE ENERGY CREDITS (VDER) TO OFFSET YOUR ELECTRICAL COSTS.





Image Mate Online

Navigation GIS Map | DTF Links Assessment Info

Help Log In

Commercial

Property Info

Owner/Sales

Inventory

Improvements

Tax Info

Report

Municipality of City of Hudson

SWIS: 100600 Tax ID: 100.17-1-1

Tax Map ID / Property Data

Status:	Active	Roll Section:	Wholly Exem
Address:	Atlas Brickyard		
Property Class:	330 - Vacant comm	Site Property Class:	330 - Vacant comm
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	I1 -	Bldg. Style:	Not Applicable
Neighborhood:	01023 -	School District:	Hudson
Property Description:	Legal description not given for property		
Total Acreage/Size:	15.80	Equalization Rate:	2019 - 100.00%
Land Assessment:	2019 - \$191,700	Total Assessment:	2019 - \$191,700
Full Market Value:	2019 - \$191,700		
Deed Book:	178	Deed Page:	527
Grid East:	685744	Grid North:	1249919

Special Districts for 2019

Photographs

No Photo Available

Maps

Pin Property on GIS Map

10/8/2019

Property Details - Image Mate Online

Description	Units	Percent	Type	Value
WARD2-SECOND WARD	0	0%		0
Land Types				
Type		Size		
Primary		10.00 acres		
Wetland		5.80 acres		

Rich Volo
Alderman
Fourth Ward, City of Hudson

Finance Committee

September 17, 2019

1. Treasurer's Report & Updates – Heather Campbell & Committee – Heather is out sick so this was not discussed.
2. Review Resolution for Marriage License for Active Duty Military – All – Intro: RV; Second -EH- passed.
3. Review Finance Strategy Project Report – All –
 - a. Mass Gathering Fees:
 - i. Clean Up Security Deposit: Base line fee for all sizes of groups – Rich to follow up on other towns. Look at for profit versus nonprofit and then if there are vendors
 - ii. Security Deposit for clean up: finding a fee and cost for this – Eileen to put this on the DPW committee
 - b. Citywide insurance costs:
 - i. Rob sent Heather updated 4th quarter rates
 - ii. In process
 - c. Parking Meters:
 - i. Fee increases
 1. Increase to \$.25/half hour
 2. Let streets be: \$0.25/ half hour and have the lots be \$0.25/ hour to encourage off street parking and to increase fees
 3. Rob to take that to police to see what it would cost to reprogram them & to update the fees – Rob to speak to Police
 - d. Review Code for costs on fees and permits:
 - i. Current Fees & Zoning – marked up fees – Eileen to bring to next meeting
 - e. Site Plan review: Rob to follow up next month – in process
 - f. Vacant Building: 3 building that have paid this year. There are about 58 properties listed on the list.
4. Old Business: nothing
5. New Business: nothing
6. Public Comments
 - a. Parking – John Paul Kane – (rob to follow upon these items)
 - i. Find the cost to switch out the money heads to a debit card head
 - ii. Look at kiosks for the parking lot and not on warren street

Submitted by Chair – Rob Bujan

Communications.

On motion of **Alderman Bujan**, seconded by **Alderman Halloran**, the following communications were ordered received and placed on file:

1) VFW Columbia County Post No. 1314 inviting the council members to participate in the Veterans' Day 2019 ceremonies.

2) Mount Ray Homeowners Association, Inc. correspondence to Chief of Police Moore addressing public safety concerns including parking issues and a second access point to the area.

Carried.

Bills.

Alderman Garriga questioned the bill for Roemer Wallens Gold & Mineaux, LLP in the amount of \$12,800.

President DePietro said "twelve thousand dollars for the lawyers who are negotiating the police contract".

Alderman Garriga asked "who hired them"?

President DePietro said "the Mayor".

Alderman Garriga questioned why the city legal advisor could not negotiate the police contract.

President DePietro said "they hire a specialty labor lawyer".

Andrew Howard, Legal Advisor said "that firm has traditionally done the police negotiations" and he said "I haven't seen the bill, I don't know, I know there's been some other employment mediation work".

President DePietro said "that was only eight hundred dollars of it" and he said "the eight hundred is for a personnel issue that you know, we really can't talk about, whereas the twelve thousand of it was for the police contract negotiation".

Alderman Garriga questioned why the council members could not discuss the issue.

President DePietro asked "which"?

Alderman Garriga said “the eight hundred”.

President DePietro said “it’s somebody that has an issue with their department” and he said “the lawyer had to get involved with the labor issue”.

Alderman Garriga asked “this never came before the council”?

President DePietro asked “which”?

Alderman Garriga asked “the labor issue even in an executive session meeting, nobody knows”?

President DePietro said “no, none of us know technically”.

Alderman Garriga asked “what was that like a settlement or something”?

Legal Advisor Howard said “no, it was a proceeding based on somebody who had a personnel issue with the City, it involved their employment status”.

President DePietro said “I think that’s really pretty much limited to her, to the person’s immediate Supervisor and then the Mayor, above the Supervisor, not really our domain”.

Alderman Garriga asked “this lawyer group gets twelve thousand every time they do the police negotiations”?

President DePietro asked “what do you mean every time”? and he said “this is for a number of hours, this is, this represents.....

Legal Advisor Howard said “it’s just billed on an hourly basis”.

President DePietro said “she bills on an hourly basis” and he said “it’s only part of the bill actually”.

Alderman Garriga said “part of the bill” and she asked “there’s another bill”?

President DePietro said “yea” and he said “the total fee is going to be seventeen and a half thousand dollars”.

On motion of **Alderman Johnson**, seconded by **Alderman Lewis**, the following bills were audited and the paying of the bills as presented was **DEFEATED** by the following vote:

Postmaster	165.00	US Bank Equipment Finance	69.45
Magna 5	130.69	Staples Contract & Commercial	82.18
JV Computers	771.25	Johnson Newspaper Corp	20.26
WB Mason Co Inc	231.97	Mid Hudson Cablevision	58.95
Columbia Greene Humane Society	70.00	Ricoh USA Inc	20.57
Ricoh USA Inc	130.29	Pro Printers	192.19
Valley Oil	69.56	Eastern Managed Print Network	90.72
Verizon	51.48	Amazon Capital Services	126.60
Willard W Powell	600.00	Linda Fenoff	180.00
Berkshire Funding Group Inc	339.00	Galls LLC	213.24
Rackspace US Inc	730.40	AT&T Mobility	58.00
RoemerWallensGold&Minueax LLP	12,800.00	US Bank Equipment Finance	160.58
Columbia Greene Humane Society	70.00	Ricoh USA Inc	20.87
Paychex of New York LLC	737.47	Paychex Human Resources Svs	189.61
WhitbeckBenedict&Smith LLP	390.50	Magna 5	539.70
Chatham Printing & Copy Center Inc	2,500.00	Complux Data Innovations Inc.	3,733.22

Finance Committee Awards 2019

Friends of Oakdale Lake 741.00

Ferry Street Bridge

Creighton Manning Engineering 1,054.45

Ayes: Aldermen Bujan, Halloran, Merante and Volo. (4)

Nays: Aldermen Garriga, Johnson, Lewis, Rosenthal, Sarowar and President DePietro. (6)

Prior to voting on the list of bills, **Alderman Garriga** said “I just have one more question, I’m just confused about this twelve thousand” and she asked “was the Police Committee or the Chair involved in it”?

President DePietro said “no he’s not”.

Alderman Johnson said “nope” and he said “I thought that was in the original agreement that I was supposed to be present”.

Alderman Garriga said “I don’t like that, we don’t even know what we’re really voting on and he wasn’t even there, I mean, if it’s a private meeting, it’s a private meeting but the Chair of Police should have been there at least”.

Alderman Volo said “the agreement did say there’s regular monthly meetings between the labor and the head of police”.

President DePietro said “but they weren’t”.

Alderman Rosenthal asked “how far along are they in the contract negotiations”?

President DePietro said “no idea” and he said “what can I tell you, this is the Mayor’s decision, he called the group to negotiate it, you know who was going to be present, he gets to hire the lawyers that’s by Charter”.

Alderman Rosenthal said “it’s too bad that Rick is leaving the council in the dark with one of the largest expenditures that’s happening”.

Alderman Sarowar said “Kamal should be there, he’s the Police Committee Chair”.

Alderman Garriga said “the entire council was left out, not just the Chair and we’re voting to pay money that we know nothing about”.

Alderman Rosenthal said “we know it’s for a lawyer, just in terms of where the process is in terms of the contract negotiations, just a broad outline”.

Alderman Merante asked “what was the past practice of the last round of police contracts”?

President DePietro said “that’s a good question, there’s some debate about that” and he said “I don’t know with any certainty but the people I consulted which included former Mayors, said that there was a wider group in attendance including the Police Committee Chair, the Treasurer, other members of the Council”.

Alderman Merante questioned when the last time the police contract had been voted on.

President DePietro said “that was under Mayor Hamilton” and he stated the negotiating team had been a small group which included Mayor, Mayor’s Aide and the same attorney.

Alderman Halloran said “for process, to make sure, the Council gets to vote on the contract” and she said “we’ll know all of the details of what’s been negotiated and then we’ll be able to recommend changes, delete things, I don’t know”.

Alderman Garriga said “we’re giving them the money ahead of time, you can’t cancel the check”.

Alderman Halloran said “the person will have done the work so it’s fair to pay the attorney for the work done, if we don’t like the product or want to change it, I don’t know....

Alderman Garriga asked “should we have some type of information first”?

Alderman Halloran said “I’m not troubled by not having it upfront”.

Alderman Garriga said “you usually wanted more information”.

Alderman Halloran said “I think we’ll get it at the end to, to insert ourselves along the process would probably make it take longer”.

President DePietro said “I don’t think we get a chance to actually change the contract” and he said “we didn’t even get a chance to talk with the Mayor or anybody else in that group to tell them what we would like to see negotiated, so we’ve been left out of the process pretty much one hundred percent”.

Alderman Garriga questioned if the attorney’s invoice could be removed from the list of bills until additional information had been provided to the council members.

President DePietro stated the council members were in the process of a roll call vote on the presented list of bills and requested the roll call vote to continue.

(Roll Call Vote on the list of bills continued)

Alderman Garriga, prior to voting, said “I vote no so we can vote again to it and remove this bill until we receive more information so we know exactly what we’re voting on and him on negotiations, a part of, I mean that’s what we’re here for”.

(Roll Call Vote on the paying of the list of bills as presented was ordered **DEFEATED**)

President DePietro said “I’ll entertain a motion now to pay the bills removing this one-line item”

On motion of **Alderman Garriga**, seconded by **Alderman Lewis**, the list of bills was amended to remove the invoice for Roemer, Wallens Gold & Mineaux, LLP in the amount of \$12,000 and the remainder of the list of bills was ordered paid by the following vote:

Ayes: Aldermen Bujan, Garriga, Johnson, Lewis, Rosenthal, Sarowar, Volo and President DePietro. (8)

Nays: Aldermen Halloran and Merante. (2)

Alderman Halloran, prior to voting, said “I’m going to vote no because I believe the person did the work in good faith and deserved to be paid at this point”.

Alderman Merante, prior to voting, said “nay, I agree, I think at this point of the game we should’ve asked sooner you know, to be more involved to do it now over a bill is, I don’t think that’s a way to do business”.

Alderman Rosenthal, prior to voting, said “I’m voting aye and I think we need, just for process sake, we should’ve been involved to understand broadly what is being considered in negotiation”.

Alderman Volo, prior to voting, said “I do believe that we should in good faith, pay this, I mean I’d be happy to see the hours, the billable hours in more detail to vote on it some more but like, but right, I mean as a professional that we’ve contracted and I think we should not pay it unless we you know see otherwise, but for right now I will vote aye to take it out of there”.

President DePietro, prior to voting, said “aye and let me say there was endless correspondence between myself, the Mayor and even this lawyer that we should be involved so to answer your question Dominic, there was plenty of requests to be part of this process and I’d be happy to share all of that email exchange with you to demonstrate”.

Alderman Rosenthal said “let’s just say, the lawyers will be paid, they can wait just a little bit of time for us to get some information”.

Alderman Garriga said “it’s our responsibility to explain to our constituents what we’re voting on”.

Resolutions.

On motion of **Alderman Bujan**, seconded by **Alderman Sarowar**, the following resolution was adopted by the following vote:

RESOLUTION NO. 1 October 15, 2019

RESOLVED, that the following be and hereby are appointed Commissioners of Deeds in and for the City of Hudson, County of Columbia, for the following term:

November 1, 2019 through October 31, 2021

Randy Strattman 464 County Route 46 Stuyvesant, NY 12173
 Jamie L. Buchan 58 James Street Hudson, NY 12534
 Vincent Doto 310 Mt. Merino Rd PO Box 1164 Hudson, NY
 Carolyn Gleason 109 Route 26A Stuyvesant, NY 12173
 Samantha S. Stagias 68 Parker Rd Elizaville, NY 12523
 Eugene E. Shetsky 75 Glenwood Blvd Hudson, NY 12534

(work)
 701 Union Street
 610 State Street
 610 State Street
 325 Columbia Street
 25 Railroad Ave

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Rosenthal, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

On motion of **Alderman Volo**, seconded by **Alderman Halloran**, the following resolution was adopted by the following vote:

RESOLUTION NO. 2 October 15, 2019

A RESOLUTION AUTHORIZING THE CITY TO APPLY TO THE NYS DEC FOR A UCF1-2019 TREE INVENTORY COMMUNITY FOREST MANAGEMENT PLAN GRANT

WHEREAS, the Common Council of the City of Hudson understands the importance of the role of Urban Forestry for the benefits of healthy tree canopy provides all citizens of, and visitors to, our community: such as keeping erosion in check, providing clean air, providing shade for heat reduction and thus, energy saving, for calming social interactions, as well as having traffic calming qualities while enhancing our unique city and array of architecture; and

WHEREAS, the Common Council understands the importance of maintaining and protecting the existing trees, culling diseased or high-risk trees and of planting new stock for expanding our Urban Forest; and

WHEREAS, the Common Council recognizes that the City of Hudson needs to have the ability to plan for maintenance costs and associated labor; and

WHEREAS, The Dept of Environmental Conservation of the State of New York is seeking grant applications for the 2019 UCF1-2019 Tree Inventory Community Forest Management Plan Grant Program, to be acted on in 2020, should the grant be awarded; and

WHEREAS, the UCF1-2019 Tree Inventory Community Forest Management Plan Grant requires no matching funds and is completely reimbursable upon proof of reporting and payment of expenses,

THEREFORE, the Common Council hereby authorizes the City of Hudson to apply to the DEC for the UCF1-2019 Tree Inventory, Community Forest Management Plan Grant, seeking a Complete Street Tree and City Maintained Properties Tree Inventory and Urban Forest Management Plan for the City of Hudson.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Rosenthal, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

Alderman Volo, prior to voting, said “aye and kudos to Hillary Hillman for putting this together”.

On motion of **Alderman Halloran**, seconded by **Alderman Rosenthal**, the following resolution was adopted by the following vote:

RESOLUTION NO. 3 October 15, 2019**A RESOLUTION AUTHORIZING PAYMENT FOR REAL PROPERTY
RE-EVALUATION SERVICES FOR THE 2019 TAX STATUS YEAR**

WHEREAS, the City of Hudson performed a city-wide re-evaluation of real property assessments within the City for the 2019 Tax Status Year; and

WHEREAS, the City of Hudson entered into a \$140,000.00 contract with GAR Associates to assist in said real property re-evaluation (“GAR Contact”); and

WHEREAS, the City has paid \$138,000 toward said GAR contract, leaving \$2,000.00 to be paid pursuant to the contract;

NOW, THEREFORE, BE IT RESOLVED that the City of Hudson is hereby authorized to make payment to GAR Associates in the amount of \$2,000.00 and

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized and directed to make the following transfer:

TO:	A.1355.46	Assessor’s Other Expenses	\$2,000.00
FROM:	A.1355.46	Hospitalization	\$2,000.00

Approved by the Board of Estimate and Apportionment.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Rosenthal, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

On motion of **Alderman Rosenthal**, seconded by **Alderman Lewis**, the following resolution was adopted by the following vote:

RESOLUTION NO. 4 October 15, 2019**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GRANT FOR
\$100,000 FOR A TRUCK STUDY**

WHEREAS, Assemblywoman Didi Barrett has assisted the City of Hudson in obtaining a grant for \$100,000.00 from the State of New York as part of the City’s annual AIM payments, in order to conduct a study concerning how to address truck traffic within the City; and

WHEREAS, the Common Council believes the study is important to the long-term growth and development of the City;

NOW, THEREFORE, BE IT RESOLVED, that the City Treasurer is hereby authorize amend the City Budget as follows to reflect receipt of the \$100,000.00 in grant funds for a truck study:

Revenue:	A.0000.3902.0000-Planning	\$100,000.00
Expense:	A.1210.0490.0000-Truck Traffic Study	\$100,000.00

Approved by Board of Estimate and Apportionment.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Rosenthal, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

On motion of **Alderman Garriga**, seconded by **Alderman Sarowar**, the following resolution was adopted by the following vote:

RESOLUTION NO. 5 October 15, 2019

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT WITH THE UNITED STATES OF AMERICA UNDER THE AMERICANS WITH DISABILITIES ACT

WHEREAS, the Americans with Disabilities Act of 1990 (“ADA”) requires, among other things, that a public entity maintain its facilities and provide services in such a manner that they are accessible to all members of the public; and

WHEREAS, the ADA applies to Hudson because it is a “public entity” as defined by Title II. 42 U.S.C. § 12131 (1); and

WHEREAS, the United States of America began an investigation into complaints that were submitted alleging that the City of Hudson was not fully compliant with ADA rules and regulations; and

WHEREAS, the City of Hudson and the United States of America have discussed entering into a settlement agreement rather than engaging in formal litigation regarding the issues surrounding the City of Hudson’s compliance with ADA rules and regulations, a copy of which is annexed hereto as Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Hudson hereby authorizes the Mayor of the City of Hudson to execute the Settlement Agreement with the United States of America.

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF HUDSON, NEW YORK
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ 204-50-281

I. BACKGROUND

A. SCOPE OF THE INVESTIGATION

Based on a complaint from three individuals, alleging, among other things, that the City of Hudson's sidewalks are inaccessible, and, that there is no accessible entrance to City Hall, Promenade Hill (Hudson Waterfront) Park, and other locations where the City provides programs, services and activities, the United States initiated this investigation and compliance review of the City of Hudson, New York (Hudson), under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the implementing regulation, 28 C.F.R. Part 35.

This investigation focused on the City's compliance with title II of the ADA, including, but not limited to, the following requirements:

- X to designate a responsible employee to coordinate its efforts to comply with and carry out Hudson's ADA responsibilities, 28 C.F.R. § 35.107(a);
- X to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- X to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149-150;
- X to ensure program access to individuals with disabilities including, but not limited to, by such means as reassignment of services to accessible buildings, delivery of services at alternate accessible sites, alteration of existing facilities and construction of new facilities, or any other methods that result in making its services, programs, or activities readily accessible to and usable by individuals with disabilities. 28 C.F.R. §§ 35.150(b)(1);
- X to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless

Hudson can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, 28 C.F.R. §§ 35.150(b)(7);

- X to afford qualified individuals with a disability an opportunity to participate in or benefit from the aid, benefit, or service provided by Hudson's programs, services and activities in a manner that is equal to that afforded others, 28 C.F.R. § 35.130(b)(1);
- X to make physical changes to buildings and facilities in accordance with the Department of Justice's title II regulation, 28 C.F.R. §§ 35.150-151, and the ADA Standards for Accessible Design (defined as the 1991 ADA Standards and the 2010 ADA Standards), 28 C.F.R. § 35.104;
- X to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department of Justice's title II regulation and 2) the 1991 ADA Standards or Uniform Federal Accessibility Standards (UFAS), or the 2010 ADA Standards, as applicable, 28 C.F.R. § 35.151;
- X to ensure that communications with people with disabilities, including applicants, participants, and members of the public, are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
- X to provide direct access via text, TTY (text telephone) or computer-to-telephone emergency services, including 911 services, 28 C.F.R. § 35.162;
- X to provide information for interested people with disabilities concerning the existence and location of Hudson's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- X to provide signage at all inaccessible entrances to any Hudson facility, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

The United States investigated Hudson's compliance with the ADA's program access requirement and the 2010 Standards at the following facilities:

City Hall- 520 Warren Street
 Henry Hudson Waterfront Park
 Promenade Hill Park
 The New Library (in the former Armory building at 51 North 5th Street)
 The Central Fire Station- 77 North 7th Street
 The Police Station- 701A Union Street
 Hudson Youth Center at 18 S. 3rd Street
 The Hudson Youth Department Beach House at 132 Sixth Street
 Sidewalks and curb ramps throughout Hudson

The United States also sought information as to whether Hudson's sidewalk and curb cut maintenance policies, practices, and procedures afforded individuals with disabilities an equal opportunity to utilize Hudson's programs, services, activities, and facilities.

B. JURISDICTION

1. The ADA applies to Hudson because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The United States is authorized under 28 C.F.R. Part 35, subpart F, to determine Hudson's compliance with title II of the ADA and the Department of Justice's title II implementing regulation, to issue findings and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.
3. The parties to this Agreement are the United States of America and the City of Hudson, New York, including each of its agencies and departments.
4. The United States' investigation substantiated allegations in the complaints that qualified individuals with disabilities are, by reason of their disability, excluded from participation in or are denied the benefits of many of Hudson's programs, services, or activities or are subjected to discrimination in violation of the ADA. The Parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without further investigation. The Parties have therefore voluntarily entered into this Settlement Agreement (Agreement).
5. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this agreement, except as provided in the section entitled "Implementation and Enforcement."

II. REMEDIAL ACTION

A. ADA COORDINATOR

6. Within (30) thirty days of the effective date of this Agreement, Hudson will appoint an ADA Coordinator. The ADA Coordinator will be responsible for coordinating Hudson's efforts to comply with and carry out its responsibilities under the ADA, including investigation of ADA-related complaints, and the implementation of this Agreement. Hudson will provide the ADA Coordinator with the training, resources and authority to implement fully the terms of this Agreement. Hudson will make the ADA Coordinator's name and contact information readily available to the public and to the United States including by posting it on the City's website.

7. Hudson will ensure, within ninety (90) days of the effective date of the Agreement, that the ADA Coordinator undergoes training on the requirements of the ADA, including, but not limited to: the ADA's program access requirements, removing barriers to access, effective communication with deaf/hard of hearing individuals, and making reasonable modifications to policies, practices and procedures for individuals with disabilities. If Hudson changes its ADA Coordinator during the term of this Agreement, it will notify the United States in writing, ensure that the new coordinator promptly receives the training noted above, and update the name and contact information anywhere it appears, within one (1) day of making such a change.

B. NOTIFICATION

8. Within two (2) months of the effective date of this Agreement, Hudson will adopt the attached Notice (Attachment A); distribute it to all agency heads; publish the Notice in a local newspaper of general circulation serving Hudson; post the Notice on its internet home page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement.

9. Within six (6) months of the effective date of this Agreement, and annually thereafter, Hudson will implement and send the United States its written procedures to inform interested people with disabilities of how to access Hudson's programs, services, and activities, and how to request reasonable modifications.

C. GRIEVANCE PROCEDURE

10. Within sixty (60) days after the effective date of this Agreement, Hudson will submit to the United States for review and approval its draft ADA Grievance Procedure, for receiving, responding to, and resolving ADA complaints. 28 C.F.R. § 35.107(b). The procedure, at a minimum, shall contain the provisions provided in Attachment B. The United States will review the draft ADA Grievance Procedure and provide comments to Hudson. Within fourteen (14) days of receipt of the United States' comments, Hudson will incorporate the United States' comments and submit the revised ADA Grievance Procedure to the United States for review and approval.

11. Within fourteen (14) days of the United States' approval, Hudson will adopt and implement the approved ADA Grievance Procedure. Hudson will distribute its ADA Grievance Procedure to all of its agencies, post copies in conspicuous locations in each of its public buildings, and post it to Hudson's website. Hudson will refresh each posted copy, and update the contact information contained on it, as necessary, for the term of the Agreement. Hudson will provide a copy of the ADA Grievance Procedure to any person upon request.

12. Hudson agrees that it shall not retaliate against any person who files a complaint, provides information or assistance, or participates in any other manner in an investigation or proceeding relating to Title II or this Agreement.

D. INDEPENDENT LICENSED ARCHITECT

13. Within three (3) months of the effective date of this Agreement, Hudson will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA. The ILA must act independently to ensure that any alterations, additions, or modifications to Hudson's facilities, including sidewalks and curb ramps, made during the term of this Agreement comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). Hudson will bear all costs and expenses of retaining and utilizing the ILA.

E. EFFECTIVE COMMUNICATION

14. Hudson, including each of its agencies and departments, shall take appropriate steps to ensure that communications with individuals with disabilities are as effective as communications with others. Hudson shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, Hudson's services, programs, and activities.

15. In determining what type of auxiliary aid or service is necessary to comply with the ADA and this Agreement, Hudson shall give primary consideration to the expressed preference for a particular auxiliary aid or service by deaf and hard of hearing individuals. "Primary consideration" means that Hudson will inquire as to the choice of auxiliary aid or service of the individual and will honor the expressed choice unless Hudson can demonstrate that another equally effective means of communicating is available.

16. Within sixty (60) days of the effective date of this Agreement, Hudson will identify sources of qualified sign language and oral interpreters, qualified readers, and real-time transcription services who can be available to work in person or via VRI as described in paragraph 18. Hudson will provide the Department with documentation that it has contracted for such services and that they are available.

17. For interpreter requests received more than two (2) hours before the services of an interpreter are required, Hudson shall arrange for a qualified interpreter to be present.

18. If Hudson opts to purchase or obtain Video Remote Interpreting ("VRI") equipment for the use by the City, its departments and agencies, Hudson shall ensure that it provides: (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI. 28 C.F.R. § 35.160(d).

F. CURB RAMPS AND STREET LEVEL PEDESTRIAN WALKWAYS (SIDEWALKS)

19. Future Construction or Alteration: Beginning thirty (30) days after the effective date of this Agreement, whenever Hudson constructs or alters a street, road, highway, or street level pedestrian walkway (sidewalk), it will provide curb ramps at any intersection having curbs or other barriers to entry from a street level pedestrian walkway. Paving, repaving, or resurfacing a street, road, highway, or sidewalk is an alteration for the purposes of this Agreement. Filling a pothole is not considered an alteration for the purposes of this Agreement. Newly constructed or altered curb ramps and street level pedestrian walkways (sidewalks) will comply with the 2010 ADA Standards

20. Existing Curb Ramps and Sidewalks: The City acknowledges that Hudson is a pedestrian City, and that it must take steps to improve the accessibility of its sidewalks and curb ramps to enable individuals with disabilities to have equal access to Hudson's programs, services and activities. Pursuant to this Agreement, the City will initially focus its efforts to ensure program access on the Center of Hudson. For purposes of this Agreement, the "Center of Hudson" is defined as the area around City Hall and extending to, and between, each of Hudson's public facilities and spaces, specifically including, but not limited to, those identified in I(A) above, and in Attachment C to this Agreement.

21. Identification of Barriers to Access in the Center of Hudson: Within nine (9) months of the effective date of this Agreement, Hudson will, with assistance from the ILA, identified in paragraph 13 above, identify and report to the Department all barriers to access along the street level pedestrian walkways to and between the locations of programs, services, and activities in the Center of Hudson.

22. Curb Ramps and Sidewalks in the Center of Hudson: Within one (1) year after the effective date of this Agreement, Hudson will begin taking steps to ensure that the barriers to access identified in paragraph 21 are removed. Hudson may meet this requirement by: (1) enforcing local ordinances requiring property owners to maintain or repair street level pedestrian walkways and curb ramps, and/or (2) making the necessary changes or repairs itself. The City of Hudson acknowledges that it has the ultimate responsibility to ensure program access, including, where necessary, to ensure that curb ramps comply with the applicable ADA Standards. Failure of property owners to make requested repairs to sidewalks or curb ramps does not absolve Hudson of this responsibility. All such changes or repairs within the Center of Hudson shall be completed within the term of this Agreement, as provided in Paragraph 36 below.

23. Procedure for Members of the Public to Report Barriers at Existing Curb Ramps and Sidewalks: Within six (6) months of the effective date of this Agreement, Hudson will develop, implement and report to the Department, a process for soliciting and receiving input from persons with disabilities, and others, regarding the accessibility of curb ramps and sidewalks in Hudson. This process will be transparent and public. At a minimum, this process will include a method to handle requests to add curb ramps at particular locations, to promptly respond to requests and document those responses, and, to where necessary enforce the obligations of property owners to maintain and repair pedestrian level walkways consistent with local ordinances including the Hudson, NY, Mun. Code § C22-18 (2018), <https://ecode360.com/135952151>. Hudson will maintain all data received in this process for the duration of this Agreement, and provide copies to the United States upon request.

G. NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES

24. Any future construction or alterations to Hudson buildings and facilities by it or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards. All architectural changes made by Hudson, or on its behalf, on or after March 15, 2012, must comply with the 2010 ADA Standards.

25. Hudson will remedy the failure to provide program access resulting from the non-compliant facilities identified in Attachment C, either by providing program access by alternative means (where applicable) or by making those facilities readily accessible to and usable by people with disabilities, within the term of this Agreement, as provided in Paragraph 36, below.

26. Hudson City Hall has no accessible entrance and Hudson has no plans to make it accessible at this time. Within (30) thirty days of the effective date of this Agreement, Hudson will provide the United States with a proposed plan for making all programs, services, and activities, that are currently associated with or that occur in its City Hall equally available to individuals with disabilities. The United States will review the proposed plan and provide comments to Hudson. Hudson will incorporate the United States' comments and execute the resulting plan by no later than ninety (90) days after the effective date of this Agreement.

27. Within three (3) months of the effective date of this Agreement, Hudson will submit to the United States a detailed proposed plan to ensure that each of Hudson's programs, services, and activities when viewed in its entirety, that are not addressed by paragraph 25, above, are readily accessible to and usable by persons with mobility impairments. The United States will review the proposed plan and provide comments to Hudson. Hudson will incorporate the United States' comments and execute the resulting plan.

¹ Repair of sidewalks, which states, in pertinent part that "The Commissioner of Public Works shall have power to require the owner or occupant of any lot or lots to make, lay, relay, repair, grade and regrade the sidewalk in front of, in the rear of or on the side of said lot or lots..." <https://ecode360.com/135952151>.

III. MISCELLANEOUS PROVISIONS

28. Consistent with the ADA and implementing regulations, this Agreement does not require Hudson to take any action to ensure program access or effective communication that it can demonstrate would result in a fundamental alteration to its services, programs, or activities or in undue financial and administrative burdens. In those circumstances where personnel of Hudson believe that a proposed action would fundamentally alter its services, programs, or activities or would result in undue financial and administrative burdens, Hudson has the burden of proving that compliance would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the ADA coordinator for Hudson, or his or her designee, after considering all resources available for use in the funding and operation of the facility and must be accompanied by a written statement to be maintained in Hudson's files, and provided to the United States upon request, of the reasons for reaching that conclusion. If an action required to comply with the program access or effective communication obligations set out in this Agreement would result in such an alteration or such burdens, Hudson shall take any other action that would not result in such an alteration or such burdens but would, nevertheless, ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by Hudson. 28 C.F.R. § 35.164

29. Unless otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, Hudson will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include report photographs showing measurements, architectural plans, notices published in the newspaper, and copies of adopted policies, among other things. Reports shall be submitted via email to the undersigned counsel.

30. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), Hudson will maintain the accessibility of its programs, activities, services, facilities, and equipment, including routinely testing accessibility equipment and routinely auditing the accessibility of its programs and facilities. This provision, however, does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).

31. Training: Within one (1) year of the effective date of this Agreement, Hudson will ensure that all Hudson municipal employees (including employees of each of agency or department) who have direct contact with members of the public, and all employees who are responsible for Hudson facilities, will be trained on the requirements of the ADA and this Agreement. Hudson will maintain sign in sheets, identifying who has attending such training, and on what date, and will provide copies of that information in its first annual report to the United States.

IV. IMPLEMENTATION AND ENFORCEMENT

32. The United States may review compliance with this Agreement at any time. Hudson will cooperate with the United States to facilitate such review. If the United States believes that Hudson has failed to comply with this Agreement, then the United States will notify Hudson in writing. If, after thirty (30) days of providing Hudson with written notice of non-compliance, the parties have been unable to agree to terms to rectify non-compliance, the United States may institute a civil action in federal district court to enforce the terms of this Agreement and/or may take appropriate steps to enforce title II.

33. Failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any provisions of this Agreement.

34. This Agreement is a public document. Hudson will provide a copy of this Agreement to any person, upon request.

35. This Agreement (including its Attachments) is the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party will be enforceable. This Agreement does not relieve Hudson of its continuing obligation to comply with all aspects of the ADA.

36. This Agreement will remain in effect for three (3) years, and all actions required by this agreement shall be completed in that period.

37. If, during the implementation of this Agreement, the City determines that, due to reasons beyond its control (e.g., substantial and unexpected circumstances), that the City cannot complete work by the dates set forth in this Agreement, the City may seek reasonable extension of time to complete the work from the United States.

38. The person signing for Hudson represents that he or she is authorized to bind Hudson to this Agreement.

39. The effective date of this Agreement is the date of the last signature below.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES

ERIC DREIBAND
Assistant Attorney General

Date: _____

REBECCA B. BOND Chief
KATHLEEN P. WOLFE, Special Litigation
Counsel
JENNIFER K. MCDANNELL
Deputy Chief
ALYSE BASS, Senior Trial
Attorney Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue NW - NYA
Washington, D.C. 20530
Telephone: (202) 307-0663
alyse.bass@usdoj.gov

GRANT C. JAQUITH
United States Attorney
Northern District of New York

JOHN D. HOGGAN, JR.
Assistant United States Attorney

FOR THE CITY OF HUDSON

Date: _____

Attachment A

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 (ADA), City of Hudson New York will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Effective Communication: City of Hudson will generally, upon request, provide appropriate auxiliary aids and services where necessary to afford persons with disabilities an equal opportunity to participate in, and enjoy the benefits of, City programs, services, and activities. Auxiliary aids and services may include qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: City of Hudson will make reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, even where pets are generally prohibited.

To request an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, contact the office of **[name and contact info for ADA Coordinator]** as soon as possible but ideally at least twenty-four (24) hours before the scheduled event. The City will use its best efforts to accommodate requests made less than twenty-four (24) hours before an event.

In providing effective communication and program access, the ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a City program, service, or activity is not accessible to persons with disabilities should be directed to **[name and contact information of ADA Coordinator]**.

The City will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

Attachment B

Grievance Procedures under Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Hudson. If City officials receive a complaint or appeal that purports to allege disability discrimination but which does not comply with the procedures set forth herein, the ADA Coordinator shall notify the complainant of this policy, including in alternative formats or with the benefit of appropriate auxiliary aids and services.

The complaint should be in writing and contain information about the alleged discrimination such as the name, address, phone number of complainant and the location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her representative as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

[Name, address and email address for ADA Coordinator]

Within fifteen (15) calendar days after receipt of the complaint, *[name of ADA Coordinator]* will discuss the complaint and the possible resolutions with the complainant. Within fifteen (15) calendar days of the meeting, *[name of ADA Coordinator]* will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City and offer options for substantive resolution of the complaint.

All written complaints received by *[name of ADA Coordinator]*, and any appeals of the complaint resolution, will be retained by the City for the term of this Agreement.

Attachment C

City Hall – 520 Warren Street

Entrance: No accessible entrance, and no interior accessible route to the programs, services, and activities located in this building (2010 Standards § 206.2.1).

Outside Trash Bag Vending Machine: Operating controls are higher than 48 inches above the ground. (2010 Standards §§ 205.1, 309.3, 308.3.2).

Designated Accessible Parallel Street Parking Space on Warren Street near City Hall: Parking space lacks an access aisle. (2010 Standards. §§ 206.2.1, 402.2, 502.3 and Figure 502.3).

Sidewalks and Curb Ramps throughout Hudson

Sidewalks: Many sidewalks in the City have damaged surfaces that result in level changes more than 1/4 inch high and not beveled, and/or there are openings in ground surfaces greater than 1/2 inch. (For example, at East Partition Street and South 5th Street, and, at East Court Street). (2010 Standards §§ 303 403.4 and 302.3).

Curb ramps: Many intersections in the City have crosswalks but no curb ramps at either side of the crosswalk. (2010 Standards § 403.4). Other areas have curb ramps that contain a level change more than 1/2 inch where the curb ramp meets the road surface. (for example, at Warren Street and 1st Street) (2010 Standards § 403.4).

Henry Hudson Waterfront Park

Men's Toilet Room:

Door Signage: No permanent room identification sign in raised characters and Braille on the wall adjacent to the latch side of the entrance door. (2010 Standards §§ 216.2, 703.1 - 703.5.).

Changing table: Operable part used to pull down the diaper-changing table requires tight grasping and pinching. (2010 Standards § 309.4).

Toilet paper dispenser: Mounted within 1-1/2 inches below the grab bar. (2010 Standards § 609.3).

Women's Toilet Room:

Door Signage: No permanent room identification sign in raised characters and Braille on the wall adjacent to the latch side of the entrance door. (2010 Standards §§ 216.2, 703.1 - 703.5).

Changing table: Operable part used to pull down the diaper-changing table requires tight grasping and pinching. (2010 Standards § 309.4).

Sanitary napkin disposal container: Mounted within 12 inches above the grab bar. (2010 Standards § 609.3).

Toilet paper dispenser: Mounted within 1-1/2 inches below the grab bar. (2010 Standards § 609.3).

Route from the Street to Toilet Rooms: There is an opening in ground the surface greater than ½ inch. (2010 Standards § 302.3).

Picnic Table Area:

Route to picnic tables: No accessible route to any of the three picnic tables at this park as ground surface is not stable, firm and slip resistant. (2010 Standards § 302.1).

Picnic tables: None of three picnic tables provides the required knee and toe space. (2010 Standards § 902. See §§ 226, 902.2, and 306).

Promenade Hill Park

Entrance to Hudson River Viewing Area:

Route to viewing area: No accessible route is provided to the river viewing area. (2010 Standards §206.2.2. and §402.2).

Stairs: The lower stairs do not have handrails on both sides (2010 Standards §§ 504.6 and 505.2.)

Parking Lot: No accessible parking spaces are provided. (Standards §§ 502 and 208, and Table 208.2).

Route from the Parking Lot to the Park Entrance: The route has a running slope greater than 1:20 (2010 Standards § 405), and is blocked by a dumpster.

Drinking Fountain: The path of travel to the fountain is not stable, firm and slip resistant. (2010 Standards § 302.1). No drinking fountain is provided for standing persons. (See §§ 211.2 and 602.7).

Play Area: No accessible play components are provided and area is not located on an accessible route. (2010 Standards §§ 302.1 and 240.2.1.1).

Hudson Youth Department Facility, 18 S. Third Street

Basketball Court: There is no accessible route to the only basketball court located on the second level with only steps up to the second level. (2010 Standards §206.2.3).

Reception Counter: Exceeds 36 inches in height, and does not have a portion of the counter at least 36 inches long and no higher than 36 inches above the finished floor. (2010 Standards §§ 227.3 and 904.4.1).

Toilet Rooms: No permanent room identification sign is provided identifying the toilet room in raised characters and Braille on the wall adjacent to the latch side of the entrance door. (2010 Standards §§ 216.2, 703.1 - 703.5). In addition, the flush control on the toilet in the designated accessible toilet compartment is not on the transfer side of the toilet. (2010 Standards §§ 213.3.2 and 604.6).

Hudson Youth Department “Beach House” Located at 132 Sixth Street

Beach House: There is no accessible entrance to the Beach house. The maneuvering clearance at the entrance door is not level. The floor or ground surface within required maneuvering clearances shall comply with 302. Changes in level are not permitted. Slopes not steeper than 1:48 shall be permitted. (2010 Standards §§ 206.4, 206.4.1, 404.2.4.4, 302).

Office Entrance Door: Not accessible because the change in level at the threshold is more than ½ inch high and is not beveled. (2010 Standards 404.2.5. See §§ 206.5.2, 404.2.5 and 303).

No Accessible Picnic Table: All picnic tables are located up a steep hill (where the running slope exceeds not only 1:20 which would require it to be ramped, but also the maximum running slope allowed for a ramp – 1:12) (2010 Standards §402.2).

Toilet Rooms: No accessible features. (2010 Standards §§ 213.2, 603.2.1, 304, 216.2, 703.1 - 703.5, 213.3.2, 604, 609, 213.3.4, 213.3.5, 606, 305 and 306).

Concession Sales Counter: Exceeds 36 inches in height, and does not have a portion of the counter that is at least 36 inches long and no higher than 36 inches AFF. (2010 Standards §§ 227.3.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Rosenthal, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

On motion of **Alderman Halloran**, seconded by **Alderman Lewis**, the following resolution was adopted by the following vote:

RESOLUTION NO. 6 October 15, 2019

RESOLVED, that the City Treasurer be and hereby is authorized and directed to transfer funds to the following 2019 budget accounts within the Public Works Department:

DPW

\$4,000 From: 1620.1 A – Buildings – Personal Services
 \$3,000 To: 1620.47 A – Buildings – Foster’s Remediation
 1,000 To: 1620.56.1 A – Buildings – 701 Union Building

\$4,000 From: 5110.1 A – Street Maintenance – Personal Services
 \$4,000 To: 8170.1 A – Street Cleaning – Personal Services

CEMETERY

\$4,500 From: 8810.1 C – Cemeteries – Personal Services
 \$1,000 To: 9060.8.1 C – Cemeteries – HRA Reimbursement
 \$3,500 To: 9060.8 C – Cemeteries – Hospitalization

WATER

\$2,000 From: 8330.4 F – Water Purification – Materials & Supplies
 \$5,000 From: 8330.48 F – Water Purification – Utilities
 \$7,000 To: 8310.47 F – Water Administration – Professional Services

\$4,000 From: 9060.8.1 F – Benefits – HRA Reimbursement
 11,000 From: 8330.4 F – Water Purification – Materials & Supplies
 \$15,000 To: 9060.8 F – Water Benefits – Hospitalization

SEWER

\$500 From: 8110.1 G – Sewer Administration – Personal Services
 \$500 To: 8110.2 G – Sewer Administration – Equipment

\$5,000 From: 8120.4 G – Sanitary Sewers – Materials & Supplies
 \$5,000 To: 8120.46 G – Sanitary Sewers – Professional Services

\$6,500 From: 8130.4 G – Treatment – Materials & Supplies
 \$4,000 To: 9060.8.1 G – Benefits – HRA Reimbursement
 2,500 To: 9060.8 G – Benefits – Hospitalization

Approved by Board of Estimate and Apportionment.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Rosenthal, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

On motion of **Alderman Garriga**, seconded by **Alderman Sarowar**, the following resolution was adopted by the following vote:

RESOLUTION NO. 7 October 15, 2019

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF
DONATIONS TO THE HUDSON YOUTH DEPARTMENT**

WHEREAS, The Friends of Hudson Youth, Inc., a not-for-profit corporation dedicated to supporting the youth of the City of Hudson, and

WHEREAS, The Friends of Hudson Youth, Inc., wishes to make monetary donations to the Hudson Youth Department between the months of January and December 2019, and

WHEREAS, The Friends of Hudson Youth, Inc. further wishes to donate equipment to the Hudson Youth Department for use in programs related to the youth of the City, and

WHEREAS, the Common Council passed a resolution on January 15, 2019 authorizing the City of Hudson to accept up to \$20,000.00 in donations, and

WHEREAS, The Friends of Hudson Youth, Inc. wish to increase the maximum amount of donations to \$40,000.00 for 2019,

NOW THEREFORE, BE IT RESOLVED, that the Common Council hereby agrees to accept donations of equipment from The Friends of Hudson Youth, Inc. to the Hudson Youth Department, to be used in programs related to the youth of the City, and

BE IT FURTHER RESOLVED, that the Common Council hereby agrees to accept up to \$40,000.00 in donations from The Friends of Hudson Youth, Inc. between the months of January and December 2019, on the condition that the funds be used by the Hudson Youth Department in programs related to the youth of the City and in accordance with The Friends of Hudson Youth, Inc.'s bylaws; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized to receive the subject donations and direct the funds from the following:

Revenue:	A.0000.2089.0001 – FOHY Gifts and Donations
Expenditure:	A.7310.0530 – FOHY Programs

Approved by Board of Estimate and Apportionment.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Rosenthal, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

Local Laws.

President DePietro stated there had been a revision to Proposed Local Law Introductory No. 2 of 2019 and he said “just to make it absolutely clear that this does not affect hotels and existing BnBs”.

Alderman Bujan questioned if the revised proposed local law would have to be referred back to the Columbia County Planning Board for their recommendation.

Legal Advisor Howard said “no” and he said “basically this is a minor modification”. He stated the Columbia County Planning Board had questioned if they should have received the proposed local law and he said “I said yes, we want you to go over it”.

On motion of **Alderman Garriga**, seconded by **Alderman Johnson**, the following proposed local law introduced by Alderman Garriga, seconded by Alderman Rosenthal, was ordered laid on the aldermen’s desks:

Local Law No. Intro No. 2 of 2019

A LOCAL LAW IMPOSING A NINE MONTH MORATORIUM ON THE REGISTRATON OR OPERATION OF ANY NEW SHORT-TERM LODGING FACILITY IN THE CITY OF HUDSON

SECTION 1. TITLE

This Local Law shall be known at Local Law No. 3 for the year of 2019.

SECTION 2. PURPOSE AND INTENT

Pursuant to the statutory powers vested in the City of Hudson (the “City”) to regulate and control land use and to protect the health, safety and welfare of its residents, the Common Council hereby declares a temporary nine (9) month moratorium on the registration or granting of new permits for the establishment, placement, construction, enlargement and development of any new short term lodging facilities within the City of Hudson.

The Common Council has become aware of the need to fully review and analyze the current state of short-term lodging and also the impact of “Airbnb” type lodging within the City of Hudson. It is the concern of the Common Council that although such short-term lodging may provide housing and economic benefits to some individuals and business in the area, they may also have a negative impact on the quality of life for the citizens and neighborhoods of the City.

The Common Council of the City of Hudson wishes to address the issues presented by short-term lodging in a careful, prudent and comprehensive manner, rather than on an ad hoc basis, with the goal of adopting appropriate Zoning or other Land Use Laws or by amending its current Laws to properly regulate the same.

The Common Council is presently in the process of considering various options relating to this issue. The Common Council hereby finds and determines that it needs this period of time to study the entire issue, consider proposed amendments to the Local Zoning Law, make appropriate changes to the draft of any proposed Zoning change, schedule and hold the required public hearings on such changes, perform an appropriate environmental review for such changes and, comply with applicable provisions of law regarding the adoption of any Zoning modification.

SECTION 3. ENACTMENT

The Common Council of the City of Hudson does hereby enact the following Local Law:

A. During the effective period of this Local Law:

1. The City of Hudson shall not approve or issue any new short-term lodging registrations or certificates of authority. No new registration applications for short-term lodging shall be accepted or considered for acceptance by any board, officer, agency or employee of the City of Hudson while the moratorium imposed by this Local Law is in effect. No new certificates of authority shall be issued by any officer, agency or employee of the City of Hudson while the moratorium imposed by this Local Law is in effect.
2. This Local Law shall not apply to the renewal of currently issued registration or certificates of authority for existing short-term lodging facilities, which are in compliance with the applicable provisions of the Hudson City Code.
3. No application for the construction, development, registration, or operation of a short-term lodging facilities shall be permitted in any zoning district of the City of Hudson while the moratorium imposed by this Local Law is in effect.
4. No new short-term lodging facility shall be operated in any zoning district within the City of Hudson while the moratorium imposed by the Local Law is in effect.
5. For the purposes of this Local Law, "short term lodging" shall be defined as set forth in §275-22 of the Hudson City Code, with the exception that new Hotels, Motels, and Bed and Breakfast establishments receiving approval to develop and operate by the Planning Board shall not be subject to this Local Law.
6. The moratorium imposed by this Local Law shall be in effect for a period on nine months from the effective date of this Local Law.

7. Any person, firm or corporation that shall establish, place, construct, enlarge or erect the establishment, placement, development and/or operation of a short-term lodging in violation of the provisions of this Local Law shall be subject to:

- A. Such penalties as may otherwise be provided by applicable local laws, ordinances, rules, and/or regulations of the City of Hudson for violations; and
- B. Injunctive relief in favor of the City of Hudson to cease any and all such actions that conflict with this Local Law.

8. Hardship

- A. Should any owner of property affected by this Local Law suffer an unnecessary hardship as a result of the strict application of this Local Law, said property owner may apply to the Hudson Common Council, in writing, requesting a hardship waiver and submitting credible proof in support of said hardship waiver application. For the purposes of this Local Law, unnecessary hardship shall not be the mere delay in being permitted to submit a registration application for a short-term lodging facility and/or delay in seeking a certificate of authority during the period the moratorium imposed by this Local Law is in effect.
- B. Procedure. Upon submission of a written application to the City by the property owner seeking a hardship waiver of this Local Law, the Common Council shall, within thirty (30) days of receipt of said written application, schedule a Public Hearing on said application upon five (5) days written notice published in the official newspaper of the City. At said Public Hearing, the property owner, and any other parties wishing to present evidence regard to the application, shall have an opportunity to be heard, and the Common Council shall, within fifteen (15) days of the close of said Public Hearing, renders its decision either granting or denying the application for a hardship waiver from the strict requirements of this Local Law. If the Common Council determines that a property owner will suffer an unnecessary hardship if this Local Law is strictly applied to a particular property, then the Common Council shall vary the application of this Local Law to the minimum extent necessary to provide the property owner relief from strict compliance with this Local Law.

9. The moratorium imposed by the Local Law shall be in effect for a period of nine (9) months from the effective date of this Local Law. In the event that any Local Law or Ordinance should be enacted and adopted by this Common Council prior to the date that

the moratorium imposed by this Local Law expires, which addresses the substantive issues set forth herein, then in that event the moratorium imposed by this Local Law shall expire on the date such Ordinance or Local Law takes effect in accordance with section 27 of the Municipal Home Rule Law. In like manner, if more than seven (7) months have passed since the implementation of this Local Law, and it shall be determined by a finding of the Common Council that an extension of this moratorium is required, then the Common Council, by Resolution, may extend this moratorium for such a period of time as it deems necessary in order to fulfill the findings heretofore made by the Common Council, up to and including six (6) additional months from the date of the original intended expiration of this Local Law.

SECTION 4. CONFLICTS WITH STATE STATUTES AND AUTHORITY TO SUPERSEDE

To the extent any provisions of this Local Law are in conflict with or are construed as inconsistent with the provision of the New York State Law or any provision of the Hudson City Code, the provisions of this Local Law shall govern and control.

SECTION 5. SEVERABILITY AND VALIDITY

The provisions of this local law are severable. If any provision of this Local Law is found invalid, such finding shall not affect the validity of this Local Law as a whole or any part of provision hereof other than the provision so found to be invalid.

SECTION 6. EFFECTIVE DATE

This local law shall take effect immediately upon its filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

On motion of **Alderman Garriga**, seconded by **Alderman Rosenthal**, the following proposed local law introduced by Alderman Rosenthal, seconded by Alderman Sarowar, was ordered laid on the aldermen's desks:

Local Law No. Intro No. 3 of 2019

A LOCAL LAW EXTENDING THE LODGING TAX OF THE CITY OF HUDSON

SECTION 1. TITLE This Local Law shall be known as Local Law No. _____ for the year 2019.

SECTION 2. LEGISLATIVE HISTORY

WHEREAS, the New York State legislature has heretofore authorized the City of Hudson to enact a local law imposing a lodging tax in accordance with Section 1202-dd of the Tax Law, as set forth in Chapter 465 of the New York laws of 2006; and

WHEREAS, the City of Hudson has heretofore enacted local laws consistent with such authority and received a necessary financial benefit as a result thereof and believes that the continuation and renewal of the tax would result in a benefit to the residents of the City; and

WHEREAS, Local Law Number 1 of 2017 will expire pursuant to its terms on December 1, 2019, and

WHEREAS, the City of Hudson has received authorization from the State of New York to extend the City's Lodging Tax in accordance with Section 1202-dd of the Tax Law, as set forth in Chapter 465 of the New York laws of 2006;

NOW, THEREFORE, it is hereby enacted as follows:

SECTION 3. ENACTMENT

This Local Law shall become effective on December 1, 2019, in accordance with the provisions of §1202-dd of the Tax Law, and upon the expiration of Local Law No. 1 of 2017, so that there is a non-interrupted and continuing imposition of the Lodging Tax in the City of Hudson.

Article VIII Short-Term Lodging Tax

§ 275-22 Definitions.

As used in this article, the following terms shall have the meanings indicated, unless the context clearly requires otherwise:

- A. "City" shall mean the City of Hudson.
- B. "Host" shall mean the person who owns, or otherwise is in possession of, and thereby offers to the public, by any means whatsoever now existing or hereinafter arising, a room or rooms for short-term lodging within the City. A host is the person entitled to be paid the rent or charge for the room let for short-term lodging provided, however, this term shall not include a booking agent or like instrumentality including, by way of illustration and without limitation, AirBnB, VRBO, and similar services regardless of the methodology such instrumentality may use to communicate with its customers and others.

- C. “Lodging tax” shall mean the short-term lodging tax imposed pursuant to this Article, which is sometimes referred to as “tax” herein.
- D. “Occupant” shall mean a person who, for consideration, uses, possesses or has the right to use or possess any room subject to the lodging tax.
- E. “Occupancy” shall mean the use or possession, or the right to the use or possession of any room for short-term lodging.
- F. “Noncompliant structure” shall mean (i) any structure that lacks a permanent foundation compliant with applicable building and fire prevention codes such as a tent, a recreational vehicle or camper, a gazebo or other structure that lacks a sanitary facility (providing, at a minimum, potable running water, a sink and a toilet each with a connection to the City’s sewer system) that is part of such structure, and (ii) any structure defined in §325-42 of this code (or successor thereto) as a “trailer.”
- G. “Net tax revenues” shall mean the amount of lodging tax collected by the City, exclusive of registration fees, penalties and interest, less the expenses incurred by the City to administer the lodging tax or to set up reserves referred to in §275-32 and §275-38 of this article.
- H. “Rent” shall mean the charge, bill and/or consideration received for occupancy valued in money, whether received in money, or otherwise, including without limitation, cleaning fees, linen fees, key fees and like charges and fees.
- I. “Room” shall mean a room or suite of rooms, with access to a sanitary facility (providing, at a minimum, potable running water, a sink and a toilet each with a connection to the City’s sewer system), that may be shared by one or more persons and that is made available for short-term lodging by the host thereof. Neither a noncompliant structure nor any part thereof is a room as herein defined.
- J. “Short-term lodging” shall mean any room let by the host thereof to a third party or parties for use as a lodging for a period of not more than twenty-nine consecutive days.

§275-23 Establishment of the Lodging Tax.

- A. In addition to any other tax authorized by any other taxing jurisdiction on the provision of short-term lodging within the City, there is hereby imposed a tax of four percent (4%) per day of the rent for a room used to provide

short-term lodging and any and all charges and fees ancillary thereto including, without limitation, cleaning fees, linen fees, key fees and like charges and fees. The tax imposed hereby shall be paid by the person liable therefor to the host of the room occupied or to the person entitled to be paid the rent or charge for the room occupied for and on account of the City of Hudson imposing the tax, and that such host shall be liable for the collection and payment of the tax; and that such host or person entitled to be paid the rent or charge shall have the same right in respect to collecting the tax from the person occupying the room, or in respect to nonpayment of the tax by the person occupying the room, as if the tax were a part of the rent or charge and payable at the same time as the rent or charge for such room; provided, however, that the City Treasurer shall be joined as a party in any action or proceeding brought to collect the tax by the owner or by the person entitled to be paid the rent or charge.

- B. Notwithstanding anything in this article to the contrary, the tax imposed by this article shall not apply to a single room (that may include an en suite bathroom) occupied for short-term lodging provided that (a) such single room is in the host's sole residence within the City of Hudson and which is such host's primary residence, (b) no more than one such room is offered for short-term lodging within such residence, and; (c) access and egress (except for emergency egress) to such single room is solely through the host's primary residence and identical to the access and egress portal used by the host to access and exit such primary residence.
- C. Notwithstanding anything in this article to the contrary, any entity exempt from paying New York State sales taxes shall, upon providing their host with reasonably adequate proof of such exemption, be exempt from the tax established by this article.

§ 275-24 Transitional Provisions.

The tax imposed by this local law shall be paid upon any occupancy on or after June 1, 2017, although such occupancy is pursuant to a prior contract, lease or other arrangement. Where rent is paid on a weekly or other term basis, the rent shall be subject to the tax imposed by this local law to the extent it covers any period on or after June 1, 2017.

§275-25 Exempt Organizations.

Except as otherwise provided in this article, any use or occupancy by any of the following shall not be subject to the tax imposed by this article:

- A. The State of New York or any of its agencies, instrumentalities, public corporations (including a public corporation created pursuant to agreement or compact with another state or Canada), improvement districts or political subdivisions of the state;
- B. The United States of America or any of its agencies and instrumentalities, insofar as it is immune from taxation;
- C. Any corporation, association, trust or community chest, fund or foundation organized and operated exclusively for religious, charitable or educational purposes or for the prevention of cruelty to children or animals and no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation provided, however, that nothing in this subsection shall include an organization operated for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this subsection;

§275-26 Territorial Limitations.

The tax imposed by this local law shall only apply within the territorial limits of the City of Hudson, New York.

§ 275-27 Registration; certificate of authority.

- A. Within twenty (20) days after the effective date of this local law, or in the case of host entering into the marketplace after such effective date, within three (3) days after offering short term lodging, every host shall file a registration application with the City Treasurer on the form prescribed by that official.
- B. Thereafter, all hosts shall annually register with the City Treasurer on the form prescribed by the City Treasurer, which form may require a separate registration form for each real property legal parcel for which the host rents out rooms, or require that all such legal parcels be separately identified on one registration form. With respect to each real property legal parcel, such registration application form shall identify the host, the owner of the real property, the lessee of the real property (if any), the social security number or employment identification number of the host, the mailing address, phone number and email address of the host, owner and lessee, the number and identity of each distinct address where the host offers short-term lodging within the City, the number of rooms at each such location, and over the course of the calendar year, the maximum and the minimum gross nightly rate that is anticipated to be charged for a room therein (gross nightly rate

includes the total amount charged therefor before application of any government-mandated taxes that the host charges for the room). If a real property location has more than one room, and the rates vary by room, only the maximum and the minimum rate charged at the location shall be provided, as opposed listing the rates for each room. Such annual registration form shall be filed by the host between March 1 and March 31 of each year. Upon the filing of each annual registration form, a host shall pay to the City Treasurer such application fees as established by resolution of the Hudson Common Council and available for inspection in the City Clerk's Office. The fees for a first-time registration shall be pro-rated relative to the renewal date therefor.

- C. Upon filing the annual registration application form and paying the fee associated therewith, the City Treasurer shall issue to the registering host a certificate of authority to levy and collect the tax established by this article on a form prescribed by that official. Each such certificate of authority shall be specific to the address for which it pertains, shall recite the name of the host, the address of the short-term lodging license issued pursuant to this Article, and the number of rooms available for short-term lodging therein. Each certificate of authority shall be non-transferable and non-assignable.
- D. Upon receipt of its certificate of authority pursuant to this article, the host named thereon shall post the same at the location to which it pertains in the same manner required of a certificate of authority to collect sales tax issued by New York State.
- E. Every certificate of authority issued pursuant to this article shall be renewed no later than a date established by the City Treasurer, provided that: (i) such date shall be conspicuously posted on the City's Web site in a manner reasonably calculated to adequately inform hosts of their obligation in this regard, and; (ii) that the renewal deadline date shall not be changed less than 60 days prior to such date.

§ 275-28 Administration and Collection

- A. The tax imposed by this article shall be administered and collected by the City Treasurer by such means and in such manner as are other taxes that are now collected and administered or as otherwise provided by this article.
- B. The tax to be collected by the host shall be stated and charged separately from the rent and shown separately on any record thereof at the time when the occupancy is arranged, contracted, and/or charged for and upon every evidence of occupancy or any bill or statement or charge made for said occupancy issued or delivered by the host, and the tax shall be paid by the occupant to the host as trustee for and on account of the City, and the

host shall be liable for the collection thereof and for the tax. The host and any officer of any corporate operator shall be personally liable for the tax collected or required to be collected under this article, and the host shall have the same right in respect to collecting the tax from the occupant or in respect to nonpayment of the tax by the occupant as if the tax were part of the rent for the occupancy payable at the time such tax shall become due and owing, including all rights of eviction, dispossession, repossession and enforcement of any judgment in the event of nonpayment of rent by the occupant; provided, however, that the City Treasurer and the City of Hudson shall be joined as a party in any action or proceeding brought by the host to collect or enforce collection of the tax.

- C. Each host obligated to pay the tax created by this article shall file with the City Treasurer a return therefor on a form promulgated by the City Treasurer for such purpose. Each host filing the return for which shows a tax due to the City shall pay the tax thereon shown to the City Treasurer with such return. The return required by this section shall be filed whether it shows a tax due or not.
- D. For the purpose of the proper administration of this article and to prevent evasion of the tax hereby imposed, it shall be presumed that all rents are subject to tax until the contrary is established, and the burden of proving that a rent for occupancy is not taxable hereunder shall be upon the host or occupant. Where an occupant claims exemptions from the lodging tax under the provisions of subsection B of § 275-25 of this article, the rent shall be deemed taxable hereunder unless the host shall receive from the occupant claiming such exemption a certificate duly executed by an exempt entity certifying that the occupant is its agent, representative of employee, together with a certificate executed by the occupant that his or her occupancy is paid or to be paid by such exempt corporation or association, and is necessary or required in the course of or in connection with the occupant's duties as a representative of such corporation or association. Where deemed necessary, the host may further require that any occupant claiming exemption from the lodging tax furnish a copy of a certificate duly issued by the City Assessor certifying that the corporation or association therein named is exempt from the tax under § subsection B of §275-25 of this article.
- E. Every host shall file with the City Treasurer a return of occupancy and of rents and of the taxes payable thereon quarterly. The quarterly periods for which such tax shall accrue shall end on the last day of February, May, August and November of each year, and the tax return shall be filed, and the tax that accrued for such quarterly period paid, within one (1) month after the end of each such quarterly period.
- F. If the host is a New York State sales tax vendor, it shall attach a copy of its same-period New York State sales tax return to its return pursuant to this article.
- G. If a host is not a New York State sales tax vendor, it shall maintain, in form and detail, business records sufficient to enable such host to file a New York State sales tax return for each period in which it is offering short-term lodging within the City of Hudson as if such host were a New York State sales tax vendor. Such records shall be maintained for

a minimum of three years after the return required by this §275-28 shall or should have been filed with the City Treasurer as provided by this §275-28.

- H. If a return required by this article is not filed or if a return, when filed, is incorrect or insufficient on its face, the City Treasurer shall take the necessary steps to enforce the filing of such a return or of a corrected return.

§275-29 Records to be kept by host.

Every host shall keep records of every occupancy and of all rent paid, charged or due thereon and of the tax payable thereon in such form as the City Treasurer may require. Such records shall be available for inspection and examination at any time upon demand by the City Treasurer or its duly authorized agent or employee and shall be preserved for a period of three years, except that the City Treasurer may consent to their destruction within that period or may require that they be kept longer.

§ 275-30 Payment of Tax.

- A. At the time of filing a return of occupancy and of rents, each host shall pay to the City Treasurer the taxes imposed by this article upon the rents required to be included in such return, as well as all other moneys collected by the host acting or purporting to act under the provisions of this article.
- B. Where the City Treasurer, in its discretion, deems it necessary to protect revenues to be obtained by this article, it may require any host required to collect the tax imposed by this article to file with it a bond, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as the City Treasurer may fix to secure the payment of any tax and/or penalties and interest due or which may become due from such host. In the event that the City Treasurer determines that a host is to file such bond, it shall give notice to such host to that effect, specifying the amount of the bond required. The host shall file such bond within five days after the giving of such notice unless within five (5) such days, the host shall request, in writing, a hearing before the City Treasurer at which the necessity, propriety and amount of the bond shall be determined by the City Treasurer. Such determination shall be final and shall be complied with within 15 days after the giving of notices thereof. In lieu of such bond, securities approved by the City Treasurer or cash in such amount as it may prescribe may be deposited, which shall be kept in the custody of the City Treasurer, who may at any time, without notice of the depositor, apply them to any tax and/or interest or penalties due, and for that purpose, the securities may be sold by the City Treasurer at public or private sale without notice to the depositors thereof.

§ 275-31 Determination of Tax.

If a return required to be filed by this law is not filed or if a return, when filed, is incorrect or insufficient, the amount of tax due shall be determined by the City Treasurer from such information as may be obtainable, and, if necessary, the tax may be estimated on the basis of external indices, such as number of rooms, locations, comparable lodging rates, type of accommodations and service and/or other factors. Notice of such determination shall be given to the person or entity liable for the collection and payment of the tax, and the owner of the real property against whom it is assessed. Such determination shall finally and irrevocably fix the tax unless the host and owner of the real property against whom it is assessed, within thirty (30) days after giving notice of such determination, shall apply to the City Treasurer for a hearing or unless the City Treasurer on its own motion shall re-determine the same. After such hearing, the City Treasurer shall give notice of its determination to the host, owner and/or lessee of the real property against whom the tax is assessed. The determination of the City Treasurer shall be reviewable for error, illegality, unconstitutionality or any other recognizable basis whatsoever by proceeding under Article 78 of the Civil Practice Law and Rules if application thereof is made to the Supreme Court within thirty (30) days after the date of such determination. A proceeding under Article 78 of the Civil Practice Law and Rules shall not be instituted unless:

1. The amount of any tax sought to be reviewed, with penalties and interest thereon, if any, shall be first deposited with the City Treasurer and there shall be filed with the City Treasurer an undertaking, issued by a surety company authorized to transact business in this state and approved by the superintendent of insurance of this state as to solvency and responsibility, in such amount as a justice of the Supreme court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding, or;
2. At the option of the petitioner, such undertaking may be in a sum sufficient to cover the taxes, interests, and penalties stated in such determination, plus the costs and charges which may accrue against such petitioner in the prosecution of the proceeding, in which event the petitioner shall not be required to pay such taxes, interests or penalties as a condition precedent to the application.

§ 275-32 Disposition of Revenues.

Subject to the provisions § 275-38 and § 275-41 of this article, all moneys received by the City Treasurer under this article shall be paid into the treasury of the City and shall be credited to and deposited in the general fund thereof or as otherwise directed by Resolution of the City Council provided, however, that the City shall be authorized to retain a portion of such revenue in such amount as it deems reasonably sufficient to defray the necessary expenses of the City in administering this tax, including without limitation the collection thereof, and the enforcement of such collection.

§ 275-33 Proceedings to Recover Tax.

- A. Whenever any owner and/or lessee shall fail to collect and pay over any tax and/or to pay any tax, penalty or interest imposed by this law as therein provided, the City Corporation Counsel shall, upon the request of the City Treasurer, bring or cause to be brought an action to enforce the payment of the same on behalf of the City of Hudson in any court of the State of New York or of any other state or of the United States. The proceeds of any judgment obtained in any such action shall be paid to the City Treasurer. Each such tax and penalty shall be a lien upon the property of the person liable to pay the same. If, however, the City Treasurer in its discretion believes that any such host, officer, occupant or other person is about to cease business, leave the state or remove or dissipate the assets out of which the tax or penalties might be satisfied, and that any such tax or penalty will not be paid when due, he/she may declare such tax or penalty to be immediately due and payable and may issue a warrant immediately.
- B. As an additional or alternate remedy, the City Treasurer may direct the City Assessor to, in the preparation of the next assessment roll, assess the amount of such tax or penalty upon the property occupied by the short term lodging business giving rise to such tax or penalty, and this amount shall be levied, collected and enforced in the same manner as taxes upon said property for City purposes are levied collected, and enforced.
- C. As a further remedy, where the lodging tax upon rents included in a return is not paid at the time of filing such return or an assessment of lodging tax made is not paid within 10 days from the date of the notice of such assessment or where the City Treasurer believes that any host, occupant or other person subject to the provision of this article is about to cease business, leave the state or remove or dissipate assets, or for any other similar reason he deems it necessary in order to protect revenues under this article, he may issue a warrant directed to a sheriff of the County of Columbia or to the Sheriff of any other county commanding said Sheriff to levy upon and sell the real and personal property of the host or occupant or other person liable for the tax which may be found within the City for the payment of the amount thereof, with any penalties and interest and the cost of executing the warrant, and to return such warrant to the City Treasurer and to pay to the City Treasurer the money collected by virtue thereof within 60 days after the receipt of such warrant. The sheriff shall, within five days after the receipt of the warrant, file with the City Clerk a copy thereof, and thereupon such City Clerk shall enter in the judgment docket the name of the person mentioned in the warrant and the amount of the tax, penalties and interest for which the warrant is issued and the date when such copy is filed. Thereupon the amount of such warrant so docketed shall become a lien upon the title to and interest in real and personal property of the person against whom the warrant is issued. The sheriff shall then proceed upon the warrant in the same manner and with like effect as that provided by law in respect to executions issued against property upon judgments of a court of record, and for services in executing the warrant, the sheriff shall be entitled to the same fees which he may collect in the same manner. In the discretion of the City Treasurer, a warrant of like terms, force and effect may be issued and directed to any officer or employee of the City, and in the execution thereof such officer or employee shall have all the powers conferred by law

upon sheriffs but shall be entitled to no fee or compensation in excess of the actual expenses paid in the performance of such duty. If a warrant is returned not satisfied in full, the City Treasurer, may, from time to time, issue new warrants and shall also have the same remedies to enforce the amount due thereunder as if the City had recovered judgment therefor and execution thereon had been returned unsatisfied.

- D. Whenever a host shall make a sale, transfer, or assignment in bulk of any part of the whole of a hotel, motel, or lease, or of such host's business assets, otherwise than in the ordinary course of business, the purchaser, transferee or assignee shall at least ten (10) days before taking possession of the subject of the said sale, transfer or assignment, or paying therefor, notify the City Treasurer by registered mail of the proposed sale and of the price, terms and conditions thereof whether or not the seller, transferor or assignor, has represented to or informed the purchaser, transferee or assignee that any tax is owed pursuant to this local law, and whether or not the purchaser, transferee or assignee has knowledge that such taxes are owing, and whether any such taxes are in fact owing.
- E. Whenever the purchaser, transferee or assignee shall fail to give notice to the City Treasurer as required by sub-section D of this section or whenever the Treasurer shall inform the purchaser, transferee, or assignee that a possible claim for such tax or taxes exists, any sums of money, property or choses in action, or other consideration, which the purchaser, transferee or assignee is required to transfer over to the seller, transferor or assignor shall be subject to a first priority right and lien of any such taxes theretofore or thereafter determined to be due the seller, transferor or assignor to the City, and the purchaser, transferee or assignee is forbidden to transfer to the seller, transferor or assignor any such sums of money, property or choses in action to the extent of the amount of the City's claim. For failure to comply with the provisions of this sub-section, the purchaser, transferee or assignee, in addition to being subject to the liabilities and remedies imposed under the provisions of article six of the Uniform Commercial Code, shall be personally liable for the payment determined to be due to the county from the seller, transferor or assignor, and such liability may be assessed and enforced in the same manner as the liability for tax under this local law.

§275-34 Administration of oaths and compelling testimony.

- A. The City Treasurer, or the City Treasurer's duly designated and authorized employees or agents, shall have the power to administer oaths and take affidavits in relation to any matter or proceeding in the exercise of the City's powers and duties under this article.
- B. The City Treasurer shall have power to subpoena and require the attendance of witnesses and the production of books, papers and documents, to secure information pertinent to the performance of his/her duties hereunder and of the enforcement of this law and to examine them in relation thereto and to issue commissions for the examination of witnesses who are out of the state or unable to attend before him/her or excused from attendance.

- C. A Justice of the Supreme Court, either in court or at chambers, shall have the power to summarily enforce by proper proceedings the attendance and testimony of witnesses and the production and examination of books, papers and documents called for by the subpoena of the City Treasurer under this law.
- D. A person who shall refuse to testify or to produce books or records or who shall testify falsely in any material matter pending before the City Treasurer under this article shall be guilty of a misdemeanor, punishment for which shall be a fine of not more than one thousand dollars (\$1,000) or imprisonment for more than one year, or both fine and imprisonment.
- E. The officers who serve the summons and subpoenas of the City Treasurer and witnesses attending in response thereto shall be entitled to the same fees as are allowed to officers and witnesses in civil cases in courts of record, except as herein otherwise provided.
- F. The City of Hudson Chief of Police, the County Sheriff, their duly appointed deputies, and any officer or employee of said police agencies, are hereby authorized and empowered to serve any summons, subpoena, order, notice, document, instrument, or other process to enforce or carry out this article.

§275-35 General powers of City Treasurer.

In addition to the powers granted to the City Treasurer by the City Charter, City Code and/or this article, the City Treasurer is hereby authorized and empowered to:

- A. Make, adopt and amend rules and regulations appropriate to the carrying out of this article and the purposes thereof;
- B. Extend, for good cause shown, the time of filing any return for a period not exceeding 30 days; and, for good cause shown, to waive penalties, but not interest, and to compromise disputed claims in connection with the taxes hereby imposed;
- C. Request information from the Tax Commission of the State of New York or the Treasury Department of the United States relative to any person and to afford information to such Tax Commission or such Treasury Department relative to any person, any other provision of this article to the contrary notwithstanding;
- D. Delegate the functions hereunder to any employee or employees of the City Treasurer.
- E. Prescribe methods for determining the rents for occupancy and to determine the taxable and nontaxable rents;
- F. Require any host within the City to keep detailed records of the nature and type of lodging facility maintained, the nature and type of service rendered, the rooms available

and rooms occupied daily, the leases or occupancy contracts or arrangements, the rents received, charged or accrued, and the names and addresses of the occupants, whether or not any occupancy is claimed to be subject to the tax imposed by this article, and to furnish such information upon the request of the City Treasurer.

G. Assess, determine and readjust the taxes imposed pursuant to this article.

§ 275-36 Penalties and Interest.

- A. Failure to file an annual registration as required by § 275-27 of this article shall result in a fine to the noncompliant host equal to the greater of:
 - 1. all revenue derived by such host while operating without an annual registration on file; or
 - 2. \$3,000 per quarter during which the City can show the host was offering short-term lodging in the City.
- B. Any person failing to file a return or corrected return or to pay any tax or any portion thereof within the time required by this article shall be subject to a penalty of 5% of the amount of tax due, plus interest in the amount of 1% of such tax due for each month of delay or fraction thereof excepting the first month, after such return was required to be filed or such tax became due provided, however, that the City Treasurer may waive all or any portion of such penalty, but not the interest owed, if the City Treasurer is satisfied that such delay was excusable.
- C. Any host that fails to conspicuously post a certificate of authority issued pursuant to this article as required by §275-27(D) hereof shall be fined not less than \$100.00 nor more than \$250.00 for violation of such section. For purposes of this section, each day that a certificate of authority is not so posted shall be deemed a separate violation.
- D. Failure to comply with a demand for records pursuant to §275-29 shall be punishable by a fine of not less than \$100.00 nor more than \$250.00 per violation. For purposes of this §275-36(D), each day that a host fails to comply with such a demand shall be deemed a separate violation.
- E. The certificate of the City Treasurer to the effect that a tax has not been paid, that a return, bond or registration certificate has not been filed, or that information has not been supplied pursuant to the provisions of this local law, shall be presumptive evidence thereof.

§275-37 Refunds.

- A. In the manner provided in this article, the City Treasurer shall refund or credit, without interest, any tax, penalty or interest erroneously, illegally or unconstitutionally collected or paid if application to the City Treasurer for such refund shall be made within one year

from the payment hereof. Whenever a refund is made by the City Treasurer, it shall state the reason therefor in writing. Such application may be made by the occupant, owner, lessee, or other person who has actually paid the tax. Such application may also be made by a host who has collected and paid over such tax to the City Treasurer, provided that the application is made within one year of the payment by the occupant to the host, but no actual refund of moneys shall be made to such host until it shall first establish to the satisfaction of the City Treasurer, under such regulations as the City Treasurer may prescribe, that host has repaid to the occupant the amount for which the application for refund is made. The City Treasurer may, in lieu of any refund that is required to be made, allow credit therefor on payments due from the applicant.

- B. An application for a refund or credit made as herein provided shall be deemed an application for a revision of any tax, penalty or interest complained of, and the City Treasurer may receive evidence with respect thereto. After making its determination, the City Treasurer shall give notice thereof to the applicant who shall be entitled to review such determination by a proceeding pursuant to Article 78 of the Civil Practice Law and Rules, provided that such proceeding is instituted within 30 days after the giving of the notice of such determination, and provided that a final determination of tax due was not previously made. Such a proceeding shall not be instituted unless an undertaking is filed with the City Treasurer in such amount and with such sureties as a Justice of the Supreme Court shall approve, to the effect that if such proceedings be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding.
- C. A person shall not be entitled to a revision, refund or credit under this article of a tax, interest or penalty which had been determined to be due pursuant to the provisions of this section where it has a hearing or an opportunity for a hearing, as provided in said section, or has failed to avail itself of the remedies therein provided. No refund or credit shall be made of a tax, interest or penalty paid after a determination by the City Treasurer made pursuant to § 275-31 of this article unless it is found that such determination was erroneous, illegal or unconstitutional or otherwise improper by the City Treasurer after a hearing or of the City Treasurer's own motion or in a proceeding timely commenced under Article 78 of the Civil Practice Law and Rules, pursuant to the provisions of section §275-31, in which event a refund or credit without interest shall be made of the tax, interest or penalty found to have been overpaid.

§275-38 Reserves.

In cases where the occupant or host has applied for a refund and has instituted a proceeding under Article 78 of the Civil Practice Law and Rules to review an adverse determination on its application for refund, the City Treasurer shall set up appropriate reserves to meet any decision adverse to the City.

§275-39 Remedies Exclusive.

The remedies provided by §275-31 and §275-37 shall be the exclusive remedies available to any person for the review of tax liability imposed by this article, and no determination or proposed determination of tax or determination on any application for refund shall be enjoined or reviewed by an action for declaratory judgment, an action for money had and received, or by an action or proceeding other than a proceeding in a nature of a certiorari proceeding commenced under Article 78 of the Civil Practice Law and Rules; provided, however, that a taxpayer may proceed by declaratory judgment if it institutes a suit within 30 days after a deficiency assessment is made and pays the amount of the deficiency assessment to the City Treasurer prior to the institution of such suit and posts a bond for costs as provided in §275-31.

§ 275-40 Disclosure of information prohibited; penalty.

Section 275-13 of article 1 of this chapter, as the same exists on the date this article becomes law, shall apply to this article as if it were set forth herein in its entirety.

§275-41 Tourism Board; funding.

A. Tourism Board. There is hereby created in the City of Hudson a Tourism Board (hereinafter the “Board”) that shall be composed and vested with such powers as herein set forth.

1. The Board shall consist of nine members.
 - i. The chair of the Economic Development Committee shall serve as chair of the Tourism Board.
 - ii. The mayor shall appoint 4 members to the Tourism Board who shall serve at the mayor’s pleasure.
 - iii. The Common Council shall appoint 4 members to the Tourism Board who shall serve at the Council’s pleasure.
 - iv. The Tourism Board is hereby empowered to take all reasonable steps it determines desirable, necessary and proper to market the City of Hudson as a destination for over-night and day-trip visitors by making use of the funds set aside by the City Treasurer pursuant to § 275-41(B)(1) provided that:
 - a. All meetings of the Tourism Board shall be held in public in compliance with the New York State Open Meetings Law and upon at least 10 days prior notice published on the City’s web site; and
 - b. Minutes of each meeting, including reasonably detailed explanations of how each decision on expenditure of funds reserved hereunder and therefor have been made. Copies of such minutes

shall be communicated to the Council and the City Treasurer as soon as practicable after each meeting of the Board.

- B. Within sixty days after the end of each filing period pursuant to §275-28(D) hereof, the City Treasurer shall provide the City Council and the Board a comprehensive report showing the tax and other revenue due hereunder that has been collected by the City within such reporting period.
 1. The City Treasurer shall set aside from such net tax revenues realized by the City in each reporting period for use by the Board in a manner consistent with §275-41(A)(1)(v) and for no other purpose whatsoever:
 - i. 50% of the first \$250,000 so realized;
 - ii. 25% of the second \$250,000 so realized; and
 - iii. 10% of all sums above \$500,000 so realized provided, however, that in no event shall the sums so set aside for use by the Board exceed \$250,000 in any annual period commencing at March 1, and ending on the last day of the month of February.
 2. All other sums realized by the City of Hudson pursuant to this Article VIII in any reporting period shall be deposited in the City of Hudson general fund and such sums shall be available for any municipal purpose.

§ 275-42 Notices of Limitation of Time.

- A. Any notice authorized or required under the provisions of this local law may be given by mailing the same to the person for whom it is intended in a post-paid envelope addressed to such person at the address given in the last return filed by him pursuant to the provisions of this local law, or in any application made by him, or if no return has been filed or application made, then to such address as may be obtainable. The mailing of such notice shall be presumptive evidence of the receipt of the same by the person to whom it is addressed. Any period of time, which is determined according to the provisions of the local law giving of notice, shall commence to run from the date of such notice.
- B. The provisions of the Civil Practice Law and Rules or any other law relative to limitations of time for the enforcement of a civil remedy shall not apply to any proceeding or action taken by the City to levy, appraise, assess, determine or enforce the collection of any tax penalty provided by this local law. However, except in the case of a willfully false or fraudulent return with the intent to evade the tax, no assessment of additional tax shall be made after the expiration of more than three (3) years from the date of the filing of a return, provided, however, that where no return has been filed as provided by law the tax may be assessed at any time.

- C. Where, before the expiration of the period described herein for the assessment of an additional tax, a taxpayer has consented in writing that such period be extended, the amount of such additional tax due may be determined at any time within such extended period. The period so extended may be further extended by subsequent consents in writing made before the expiration of the extended period

§ 275-43 Rules and Regulations.

The City Treasurer, in consultation with the Legal Advisor and City Clerk, may promulgate such rules and regulations as are necessary and proper to carry out the provisions of this article.

275-44 Sunset.

This local law shall remain in full force and effect for a period of three (3) years from the date of enactment by the Common Council; except nothing shall prohibit or prevent the adoption and enactment of subsequent local laws continuing or imposing the tax authorized hereby after the expiration of this local law.

§ 275-45 Severability.

If any section or sections of this article shall be declared unconstitutional or otherwise void and ineffective, the validity of the remainder of the provisions hereof and their application shall not be affected thereby.

SECTION 4. SUPERCESSION

Pursuant to the authority granted in Section 10 of the Municipal Home Rule Law, to the extent this local law is inconsistent with any state statute or regulation including if otherwise applicable, any sections of the New York State Building and Fire Prevention Code, this local law shall supersede any such inconsistent provisions. Notwithstanding, construction of Dwelling Units and Studio Apartments shall be subject to the minimal requirements of the New York State Building and Fire Prevention Code and any other State, County or City Laws that may be applicable.

SECTION 5. EFFECTIVE DATE

This local law shall take effect pursuant to its terms and upon its filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

President DePietro stated Proposed Local Law Introductory No. 4 would provide the City with the authority to award purchase contracts and contracts for services subject to competitive bidding on the basis of bidder of best value.

Alderman Bujan, Chairman of the Finance Committee, said “we haven’t updated our Procurement Policy in quite a while, for the City and as a matter of fact, I believe Heather says we’re supposed to update it on an annual basis”. He said “what this does is, it does two things, first it does the best offer where we will be on the same level as what the New York State requirements are with regard to procurement so we’ll be at that same level and any time New York State increases or lowers their levels of procurement requirements, we’ll just kind of stay in even flow with the state, so we’re kind of catching up to the state which was, replaced in 2012, I think”. Alderman Bujan said “the second piece of it is called a piggy-back” and he said “section E talks about piggy-backing, so what this does is it goes out to either states or organizations that have already been vetted and have done all the bond review, the private RFP process so there’s a company like Sourcewell for example that Fire and DPW use and what they do is, they’ve already kind of done all that leg work and this just gives us the ability to piggy-back on federal or municipal contracts so we don’t have to do that extra work”. He said “we’re buying into the services already, it’s just, we’ve been constrained by the fact that this law’s not in place, so the downside of it, the question came up in Finance today, what the downside is, the downside is we hadn’t done this a year ago, the upside is, we should be doing it now”.

On motion of **Alderman Johnson**, seconded by **Alderman Sarowar**, the following proposed local law introduced by Alderman Bujan, seconded by Alderman Volo, was ordered laid on the aldermen’s desks:

Local Law No. Intro No. 4 of 2019

A LOCAL LAW AMENDING CHAPTER 112 OF THE HUDSON CITY CODE

Section 1. Title.

This local law shall be known as Local Law No. ____ for the year 2019.

Section 2. Legislative Findings.

The Common Council of the City of Hudson seeks to exercise their local option pursuant to New York General Municipal Law §103(1), as amended by Chapter 608 of the Laws of 2011 and Chapter 2 of the Laws of 2013, which authorizes a municipality to award purchase contracts and contracts for services subject to competitive bidding on the basis of the lowest responsible bidder or best value as defined in §163 of the New York State Finance Law, in order to provide the greatest measure of flexibility in its public bidding procedures and to ensure the best value and price for the residents of the City of Hudson.

Section 3. Legislative Intent.

It is the intent of the Common Council to amend Chapter 112 of the Hudson City Code to add §112-2, which shall provide the City with the authority to award purchase contracts and contracts

for services subject to competitive bidding on the basis of the lowest responsible bidder or best value as defined in General Municipal Law §103(1) and §163 of the New York State Finance Law.

Section 4. Statement of Authority.

This local law is authorized by the Municipal Home Rule Law §10, General Municipal Law §103, and the General City Law (chapter 21 of the Consolidated Laws of the State of New York).

Section 5. Amendment to the Code of the City of Hudson.

Chapter 112 of the Hudson City Code is hereby AMENDED by ADDING the following provision:

§112-2. Bidding of Public Contracts.

A. Purpose

The City of Hudson hereby exercises their local option pursuant to §103, Subdivision 1 of the New York Municipal Law, as amended by Chapter 497 of the Laws of 2013, which authorizes municipalities to award purchase and service contracts, subject to competitive bidding under General Municipal Law § 103, based upon either the lowest responsible bidder or "best value," as defined in §163 of the New York State Finance Law. This "best value" option may, but is not required to be, used to award an applicable purchase and service contracts to optimize quality, cost, and efficiency among responsive and responsible offers instead of the lowest responsible bidder

B. Basis for award

In accordance with §103, Subdivision 1 of the New York General Municipal Law, as amended by Chapter 497 of the Laws of 2013, the City of Hudson may award contracts, including both purchase contracts and those contracts for service work, that have been procured pursuant to competitive bidding under General Municipal Law §103 by either lowest responsible bidder or "best value". Goods and services procured and awarded on the basis of best value pursuant to General Municipal Law §103 (16) are those that the City of Hudson determines will be of the highest quality while being the most cost efficient. The determination of quality and cost efficiency shall be based on objectively quantified and clearly described and documented criteria, which may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the end user if distance or response time is a significant term; durability; availability of replacement parts or maintenance contractors; and longer product life; product performance criteria; and quality of craftsmanship.

C. Applicable Contracts

These sections shall apply to all purchase contracts, both those involving an expenditure of more than \$20,000 including contracts for service work (i.e. building services under Article 9 of the Labor Law and utility services), but excluding any purchase contract necessary for the completion of a public works contract pursuant to Article 8 of the State Labor Law, as well as excluding any other contracts in accordance with future state law. If the dollar including contracts for service work (i.e. building services under Article 9 of the Labor Law and utility services), but excluding any purchase contract necessary for the completion of a public works contract pursuant to Article 8 of the State Labor Law as well as excluding any other contracts in accordance with future state law. If the dollar thresholds of General Municipal Law §103 are increased or decreased in the future by the State Legislature, the dollar thresholds set forth herein shall be deemed simultaneously amended to match the new General Municipal Law thresholds.

D. Documentation

All information gathered in the course of the bidding procedures of this section shall be filed with the documentation supporting the subsequent purchase or public works contract. When a contract is awarded on the basis of best value rather than a lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

E. General Municipal Law §103 Purchases

Notwithstanding the provisions of this Local Law, the City of Hudson may, for purposes of public purchases, utilize the provisions of General Municipal Law (“GML”) §103 with regard to so- called "piggybacking" of purchases. The City of Hudson may piggyback whenever allowed by law, including but not limited to, the following situations and criteria:

1. Pursuant to General Municipal Law §103 the City of Hudson may purchase through the bids solicited and bid lists generated by the United States government and New York State (and its political subdivisions and school districts) whenever such bids or bid lists are generated in a manner as complies with said GML §103. A quote or proposal received pursuant to standard bidding procedures let out by the United States or any agency thereof, any state or any other political subdivision or district therein, may be awarded on either a best value or lowest responsible bidder standard;
2. If not a bid or list generated by a New York State governmental body or agency, then whenever such contract or bid lists were let in a manner consistent with or materially equivalent to the requirements of the State of New York as reflected in the policy and language of said GML §103;
3. The City may also piggyback upon any contract or foreign bid or bid list specifically approved for piggybacking through the New York State Office of General Services, as

well as foreign bids and bid lists (mainly, of sister states) that meet the above criteria for piggybacking as set forth in sections §112(E)(1) or (E) (2) herein.

F. Procurement Policy

Any inconsistent provision of the City's procurement policy, as adopted prior to the effective date of this chapter by resolution of the Common Council, or as amended thereafter, shall be deemed superseded by the provisions of this Chapter.

Section 6. Severability.

If any clause, sentence, paragraph, section or part of this Local Law shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation in said clause, sentence, paragraph, section or part of this Local Law.

Section 7. Effective Date.

This Local Law shall take effect immediately upon passage and filing with the Secretary of State.

New Business.

President DePietro stated the Common Council Committee Meetings would be live streaming on WGXC Radio Station Website.

President DePietro said “in the current budget for next year, will be secretarial minute takers because as New York State Publications on conducting public meetings advises us, Chairmen should not be taking minutes”.

President DePietro stated the Conservation Advisory Council would be looking for new members and he said “in particularly, you know the last count, almost every single one was from the First Ward, they would love it if Aldermen from the other wards could propose people who might be interested on being on the Conservation Advisory Commission”. He said “they’ve defined their mission for next year as trees and all about trees and every ward needs trees, so if you know somebody in your ward, who has a passion for trees or conservation issues, please put their name forward”.

President DePietro stated Mark Thaler had been in attendance to provide a presentation of the John L. Edwards Building Possible Adaptation Re-Use and he said “before he starts, I want to thank Peter Bujanow sitting in the back there who was instrumental in this whole RFP process and seeing it through, did a fantastic job helping me write the RFP to make it completely accessible, it was a totally open process with a lot of community participation”.

Mark Thaler of Lacey, Thaler Reilly Wilson gave those in attendance a presentation of the Feasibility Study for John L. Edwards School Building – Hudson Civic Center to be used for City Hall functions, Youth Department and potentially Senior Center and other tenants that might fit in the building. He stated during the process there had been two (2) public forum meetings to provide the current conditions of the building as well as obtain feedback in terms of the various uses to be good-fits for the building and where those may fit into the building. Mr. Thaler stated the conditions of City Hall had been reviewed which included the overcrowding of spaces and issues with accessibility; the conditions of the Youth Center had also been reviewed which included the programs which were supported in the building in terms of recreation, homework areas, kitchens, gymnasium and he said “the study really had assessment of the existing building and the property, what was, what we saw as issues that might have to be addressed if the City decided to purchase the building, then we looked at sort of an adaptive reuse assessment, how could the various functions fit inside of the building in terms of its’ footprint”. Mr. Thaler said “we did look at some sustainability issues, we had our public engagement, not only with the public but we also had quite a number of meetings with some various not-for-profits”. He stated the building had been in very good condition, inside and outside, there were issues as may be found in any building and he said “the building is sound, it’s in good condition, it was built as a bomb shelter when it was constructed in 1964, so the construction is solid”. Mr. Thaler stated the building had great spaces including the auditorium, kitchen, classrooms, computer center, gymnasium and locker rooms. He stated all rooms had been documented for any issues such as floor tiles coming up, issues with ceiling tiles, etc. and the issues would be included in the report. Mr. Thaler stated the fairly large site would include the fields in the back, down the hill, the school, the parking lot which would serve seventy-two (72) vehicles and immediately adjacent to the city-owned parking lot across the street. He stated the firm looked at how all the various functions would fit in the building and he stated for this study all of the City Hall functions would be on the upper floor, Level D. Mr. Thaler stated there were two (2) different schemes to the study, scheme A would be the minimum that would need to be completed for the city offices to move into the building and scheme B would create other program opportunities to maximize the building. He stated the functions of City Hall would “fit like a glove” including the Code Enforcement Office which was not currently located in City Hall and he stated all of the departments would gain additional space. Mr. Thaler reviewed the other areas of the building which could be utilized for other functions such as maker space, day care, job center and community event/meeting space. He stated Level B would work well for the Youth Center with an open connection to the gymnasium on the lower level for observation. Mr. Thaler said “simply in terms of space and adjacencies, things would work very well”. He stated the firm had reviewed the operating, heat/utility, custodial costs for all of the current city-owned buildings including Youth Center, City Hall, Code Enforcement Office, Day Care Center and Chamber of Commerce and he said “for all the expenses for all those buildings, in the neighborhood of a hundred and eighty thousand dollars”. Mr. Thaler stated the heating costs for the J.L. Edwards Building were incredibly good at \$12,000 annually for a 90,000 square feet building and he stated the electric costs had been high, the firm pro-rated the costs to remove the future tenant space, which would be approximately \$40,000. He stated custodial costs had been assumed at 1 ½ Full-Time Employees for a rough cost of \$75,000 per year. Mr. Thaler stated if the current five (5) city-owned buildings were sold, at the city’s mil rate and the current assessed value of those buildings, that would bring in an additional \$44,000 in taxes and he said “if you look at the one twenty eight minus the forty four, you know it’s, you have roughly twenty

thousand dollars less, if you had everything happening in JLE Building to operating costs, now whether it's twenty thousand more or twenty thousand less, I mean ultimately it's pretty much sort of a break even for operating costs". He stated the purchase price would had not been determined. Mr. Thaler stated the firm reviewed the building and site rehabilitation and he said "you'd probably be in the neighborhood of five and a half million dollars to do the minimalist sort of amount that would really get you in there". He stated then there would be fixings, furnishings and equipment and he said "depends on how much of the existing furnishings you decide you want to move over, so you know, probably in the range of two to four hundred thousand". Mr. Thaler stated the firm had included 25% for project soft costs and he stated those costs would include lawyer costs, finance costs, architecture engineering costs, etc. He said "when all is said and done, the initial costs would be the purchase price plus between roughly seven and nineteen million". Mr. Thaler stated the assessed value of the five city-owned properties would be approximately \$3.5 million which could potentially be sold to help offset some of the other costs. He stated grant opportunities would be open-ended and he said "that is something that you know you'd be looking for legislative items and other things". Mr. Thaler stated there had been a discussion with representatives of the New York State Historic Preservation Office related to the building being considered for the National Register of Historic Places and he said "they definitely thought it would be in which case things like Environmental Protection Fund for the, under New York State Parks has funds up to five hundred thousand for rehabilitation". He said "one of the other things that I think should be considered and we've dealt with a number of not-for-profits that normally can't deal, can't take advantage of the historic tax credits but if they sort of create a partnership with for-profits, it is often times the case where those funds can be funneled back into the project". He said "for historic tax credits, there are two different types, first there's the federal tax credit which is worth twenty percent so if you have construction costs or whether architecture engineering costs, twenty percent of all of that is, if it was a ten million dollar project, you'd basically be saving two million dollars". Mr. Thaler said "in addition to that, there's a New York State Tax Credit which is also twenty percent" and he said "because there are costs involved in the lawyer fees and accountant fees and all of the other stuff, basically instead of forty percent, you're generally netting about thirty percent". He said "in a situation like that you could actually bring in a developer that helps get the building up and running and then after five years, take the building over" and he said "five years is their window that they have to own the building after they take tax credits".

President DePietro said "before Mark takes questions, be reminded this is not so much a design proposal as a potential, could it all fit and what else could we put in that building". He stated design aspects would be addressed later in the process if the project were to move forward.

Alderman Garriga questioned if there could be cost savings if the energy saving sensor lights were installed.

Mr. Thaler said "absolutely".

Alderman Johnson asked "from this direction, where would the Senior Center be, like how far of a walk is that from this entrance"?

Mr. Thaler said “Senior Center is, if you walk straight in those doors and it’s right on the first floor, right there so it’s fifty feet into the building”.

Alderman Merante asked “you did the work for the ADA for here and with that money inside of, rather than here, we can also turn that money into this project”?

Mr. Thaler said “correct” and he said “any money that would have to be spent on City Hall or any money that would have to be spent on fixing the Youth Center, I mean that money obviously wouldn’t have to be spent on those buildings, it could be spent on this building”.

Alderman Merante said “is it possible to do the Phase I on the low end and work on the Phase II to add down the road another elevator and would that be an issue”?

Mr. Thaler said “no” and he said “actually the way that we worked with the building, it was all addenda so it wasn’t anything that you know, you didn’t have to start up here but we wanted to sort of give a range”. He stated if the project were to move forward there would be a million decisions to be made regarding items such as carpet flooring or hardwood flooring that would affect the budget. Mr. Thaler said “the overall bones are there and the ability to utilize the bones”.

Alderman Volo said “the big question mark is the price of the building” and he asked “are there any range of estimates”?

President DePietro said “they’ve asked for three point nine”.

Mr. Thaler said “presumably if that was their asking price, that’s the upper end”.

Alderman Merante said “there’s a certain bond fee to it and they have to have, I thought that three point nine was that bond, you have to have at least that money for the bond in order to sell”.

Alderman Garriga questioned if there could be an area designated for the Majority/Minority Leader of the Common Council or even an office to hold caucuses.

Mr. Thaler said “there was a room right off of the council chambers that was basically a size of a classroom that could be utilized for many types of meetings and that was specific to the Common Council function to that building”.

Matt McGhee of Hudson asked “I want to understand the grants, would that be for, if the building was Landmarked on the National Register with the state”?

Mr. Thaler said “the one specific grant that I spoke about, the Environmental Protection Fund Grant that you would have to be on the register to get that grant” and he said “there are many other grants where you don’t necessarily have to be”.

Mr. McGhee asked “the historic tax incentives”?

Mr. Thaler said “that you would definitely have to be on the register”.

Mr. McGhee said “I’m having trouble seeing that this building would qualify for that”.

Mr. Thaler said “the person that I spoke with was the head of the unit at the State Historic Preservation Office”.

Mr. McGhee asked “is there a distinguished architect associated with it”?

Mr. Thaler said “it is Sargent, Webster, Crenshaw Foley which was a very famous school architect in the mid-century and it is, I mean most people think of historic being older....

Mr. McGhee said “it has to be fifty years old”.

Mr. Thaler said “which it is” and he said “if this building had been modified many, many, many times between then and now, it probably wouldn’t be eligible but it hasn’t really changed”.

Mr. McGhee said “I think it would be difficult to think of it as distinguished on this only and I wouldn’t rely on getting this status for, I think you should not include that in your determination”.

Mr. Thaler said “that information came specifically from the State Historic Preservation Office”.

Rev. Edward Cross of Hudson said “I’d like to thank you for all the work you did for our walking parade last week, you helped to make it very successful, thank you”.

On motion of **Alderman Johnson**, seconded by **Alderman Sarowar**, the meeting was adjourned.

City Clerk