



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, August 19, 2019 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- 8 Present 1 Absent (Councilmember Cherry)

II. REVIEW OF MINUTES:

CCM 3/18/19 and 4/1/19						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

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

NONE

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

Antonia Acevedo

Andres San Millan-Cuneen Hacket

Warren Jones-North Clover Street

Sean Hemmerle-20 Crescent

Constantine Kazolias-47 Noxon Street

Jen Rubbo-Vassar Farms

Official Minutes of the Common Council Meeting of August 19, 2019

August 19, 2019

Common Council meeting

Resolution introducing local law and providing for public notice and hearing

Jennifer Rubbo

jerubbo@vassar.edu

Good Evening, my name is Jennifer Rubbo and I am the director of the Environmental Cooperative at the Vassar Barns, as well as co-editor and author of the Natural Resources Inventory that is on the agenda this evening. I thought I'd give some background information about the NRI as well as explain the necessity of creating a local law for use of the NRI.

The NRI was completed over the past 2 ½ years with \$50,000 grant provided by the NYS DEC Hudson River Estuary Program. Maps and narrative were created and written by Vassar students, faculty and staff with input and consultation from city residents, the Shade Tree Commission, the Waterfront Advisory Commission, the Historic District and Landmark Preservation Commission, and the Planning Board. As well as with review and comments from staff at the New York State Department of Environmental Conservation Hudson River Estuary program.

The NRI consists of 27 maps and narrative focusing on Geology and Soils, water resources, biological communities, recreational resources, historical resources, land use and climate change impacts. It compiles known information and reports previously created about these topics in the city. Additionally, it includes several new related reports: a Habitat Assessment report and maps completed by the non-profit, Hudsonia, an ash tree management plan, an invasive species inventory of College Hill Park, and A Scenic Resources inventory completed by Cornell University students.

The NRI can be used for many different purposes, for example it establishes a baseline of environmental conditions in the City, identifies the ecosystem services that are being provided by natural areas – such as flood control, climate resilience and water quality preservation, and can be used as an educational tool for residents, students, and planners.

Most importantly, the NRI can be used for reviewing development proposals in general terms and enables planners to see how an individual parcel relates to its

surroundings. The NRI can help to determine the connection a specific project has to nearby streams, open spaces, parks, historic sites, etc. Consulting the NRI during the review process is a first step in helping us to gain a better understanding of whether or not the changes being proposed will impact our natural resources.

For this reason a local law integrating the use of the NRI into land-use decision making in the City of Poughkeepsie is necessary and will establish the consistent, accurate and equitable use of the information contained within the NRI.

I am happy to answer any questions about the content or process we took to create the NRI. Copies are available for review on online or in the city planner's office.

Colleen Hordiman-Principal ELA Smith School
Kathleen Ringwood Wood

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney- This evening I will give my time to the mayor.

VI. MAYOR'S COMMENTS:

Mayor Rolison- Thank you Madam Chair. It's good to be back with everybody here. I want to give you some updates on what's been happening with city operations since we last met. We were off for several weeks, a bit of a summer break.

So I will start with DPW. The Department of Public Works has been working diligently on trees within the city. Obviously we started trimming and take downs since the warm weather started, and now we have been focusing as well on stump grinding. We need to do some grounding before we can plant new trees, obviously in their place Right now to date, in the 8th and the 4th wards we've done thirty nine stumps, and we've gotten clearance to do another 50 more in the 8th ward and 6th ward. And our expectation is these will be completed before the tree planting starts obviously. Each Stump has to be marked out before we use to some grinders so that that takes a bit of time with DPW staff to make sure that we can grind those stumps safely. Also Department of Public Works is about three quarters of the way done now with the road resurfacing, milling started in around July 18th. The first group of streets to be milled and then paved were in the 1st ward: Gifford, Duane, Delafield, Vassar, and Lafayette, then moved over to Academy Street, the Hill has been done. Gaskin, Kimball, they've been done part of Lockermann, and was also done and Platt Street. We are going to also be doing additional work on Worrall Avenue, and a part of Beachwood in the 4th ward, on the hill, that is needed to be done. One of the things also to, prior to doing the work, actually priority the milling, tree crews were in taking care of the trees that needed to either be taken down or pruned. We have also been working on the catch basins manholes and ADA ramps are being completed. So we're trying to do the complete street with all of these streets that we're

Official Minutes of the Common Council Meeting of August 19, 2019

working on and tearing up to make sure that then when they go back in to after being paved they're completely redone. So Worrall and Beachwood are the final two projects at projects that we have at this time. Crosswalks are being painted. A lot we're done in the 1st ward. Now what we've done is move to all of the crosswalks, in and around the schools, and they'll be done before opening day.

We obviously had some hot days in July, we had cooling centers open on the 19th, the 20th, and the 30th. We did have a fair amount of people actually come to the cooling centers. And the cooling centers have been at 505 Main, they've been at the Salvation Army on Pershing, and also the Library which is a state designated County designated cooling center.

Also speaking of cooling, the chiller unit has been replaced down on the lower levels of City Hall. So the complete restoration of the HVAC is pretty much done now in City Hall. That started back in 2016-2017, when we did the boilers downstairs, and then moved to the HVAC, and all the control boxes and thermostats have been installed.

Since it's been a busy summer, one place that's been very busy too has been our two pools. At the first month, which would have been end of July, we had over 7000 swimmers that have come to both Pulaski and to Spratt.

Also we've been busy in the parking department. We now have four EV charging stations at financial parking deck, which are being used as we speak, and two down at the Duro lot. We do anticipate adding more stations in 2020. We were able to get a NYSERDA money, and a bit of city money to get those EV stations up and running.

The financial plaza deck, the renovation project is winding down. The replacement of the problem with the elevator is being worked on as we speak parts have been ordered by Otis. And it should be fixed and operational very soon. I don't want to say this week because if I did it wouldn't be. But where we're anticipating as soon as those parts come in. They've identified the problems.

Public Schools, I talked about the crosswalks. We've also had a meeting last week with Christian Hodge who is the Athletic Director for the school system he's also Director of Security. So we had a school safety meeting here at City Hall with school staff and members of the Police Department, including our School Resource Officer Karen Zirbel on Friday. We'll be going to Boston to attend a forum, which is being called the Poughkeepsie Summit. It's being held at the Harvard Kennedy School. This summit will have local leaders, and many local individuals coming up from the city to work with a network of university leaders and social innovators from Harvard to create something that is being called as one of the initiatives, a Children's Cabinet. So we're pretty excited about that. Actually met today with Dr. Rosser here at City Hall, who is also going up, and I think there is there's a lot of interest in this particular cabinet.

We had five new Police Officers graduate on August 9th in the Police Department, and also started contract negotiations with the PBA. And we have hired a new Corporation Counsel to replace Victor Aqeel, and that is city resident Sarah Wilson, who was in the audience tonight,

Sarah so thank you for coming on board. We're really excited to have you part of the team at Corporation Counsel. And we had a great summer of interns. We not only of the individuals we were able to hire part time in the Public Works Department, which we do every summer. We had two interns here in City Hall one we were just so happy to have we worked here on the third floor with me and that was Jasmine Garvin. She just graduated from PHS, 9th in her class. She is going to the New York Conservatory of Dramatic Arts on Wednesday. It was a pleasure to be with her. Her perspective on many of the issues related to the youth and the school district were a welcome addition to our conversations. We also had extremely dynamic intern in the Police Department. That was Charisma Collins who was another city resident. She's going into her junior year at St. John's University and she is going back to school this week as well. We had two interns from Marist College who had them with the Corporation Counsel's Office all summer, and my understanding, Paul is they are staying on working in Corporation counsel to assist, they've taken a lot of the workload that has been done by the others, and they're doing it really well and, they're having a good time too because I see them every single day.

So Madam Chair I wanted to thank you for the opportunity this bring a brief update to what's been going on past few weeks.

VII. MOTIONS AND RESOLUTIONS:

- 1. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Lorraine Johnson to receive and print.**

R E S O L U T I O N (R-19-62)

INTRODUCED BY COUNCILMEMBER MCNAMARA

WHEREAS, the City of Poughkeepsie made application to the New York State Housing Stabilization Funds Zombie and Vacant Properties Remediation and Prevention Initiative in the amount of \$200,000 to continue the efforts of the City under the Code Enforcement and Housing Quality Improvement Program; and

WHEREAS, the City has received notification that its applications for funding has been approved in the amount of \$190,000; and

WHEREAS, it is the intent of the Common Council to accept these funds on behalf of the City; and

WHEREAS, the Common Council has determined that this resolution constitutes a Type II action as defined by the New York State Environmental Quality Review Act and 6 NYCRR Part 617;

NOW, THEREFORE, BE IT

Official Minutes of the Common Council Meeting of August 19, 2019

RESOLVED, that the Common Council accepts the grant from the New York State Housing Stabilization Fund in the amount of \$190,000; and be it further

RESOLVED, that the Mayor is authorized to execute the proposed grant disbursement agreement in substantially the same form and attached hereto and take all steps necessary to process and receive such grants.

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

Official Minutes of the Common Council Meeting of August 19, 2019



July 1, 2019

Mayor Rob Rolison
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601
rrolison@cityofpoughkeepsie.com

Re: LISC Program Action Number: 47358-0004
City of Poughkeepsie

Dear Mayor Rolison:

Commitment of Grant:

I am pleased to inform you that Local Initiatives Support Corporation ("LISC") hereby agrees to provide a grant in the amount of \$190,000 [this is the amount in the RPA] which does not include the equivalent of \$10,000 provided to the Grantee (defined below) in the form of LISC technical assistance (collectively, the "Grant") to the City of Poughkeepsie (the "Grantee"), for its zombie and vacant one-to-four family house identification, assessment, enforcement, policy and prevention initiatives on the terms set forth below. This Grant is being made as part of the activities of the New York State Housing Stabilization Fund, a LISC program that is funding the work of Municipalities (or their housing or finance agencies) to support Housing Quality Improvement and Code Enforcement Programs, among other activities.

LISC will disburse the proceeds of the Grant to the Grantee in installments, about every six months in the approximate amounts set forth in the schedule attached hereto (the Disbursement Schedule) by Automated Clearing House ("ACH") or by wire transmittal, it being understood, however, that disbursements after the first disbursement shall be subject to the conditions set forth below, including, but not limited to, expenditure of previous disbursement(s). LISC will internally disburse 5% of the total Grant proceeds, in the amount of \$10,000.

Grant Term:

The term of the Grant shall begin on the date of the First Disbursement, as defined below, and end on **June 30, 2021** (the "Grant Expiration Date").

Local Initiatives Support Corporation – NYS Housing Stabilization Fund
501 Seventh Avenue, 7th Floor, New York, NY 10018

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 2 of 20

A. First Disbursement of Grant:

The First Disbursement will be made by LISC upon the satisfaction of the following conditions:

1. Receipt by LISC of a countersigned copy of this Grant Agreement executed by a duly authorized signatory of the Grantee, scanned and sent to LISC via e-mail in accordance with the directions below. The original, with original signature of an authorized signatory of Grantee, to be mailed to LISC in accordance with the instructions below.

By countersigning this Grant Agreement, the Grantee agrees to the terms set forth herein (including the provisions of this Grant Agreement and confirmation that Grantee has agreed to the attached Work Plan and Grant Budget), and affirms that it will use Grant proceeds solely for its zombie and vacant one-to-four family house identification, assessment, enforcement, policy and prevention initiatives. Accepting the Grant proceeds will be further acknowledgement of Grantee's agreement to the terms and conditions of this Grant Agreement.

2. Receipt by LISC of all of the items included on the attached Due Diligence Checklist (Attachment D).
3. Receipt by LISC of completed and signed ACH instructions or of signed wire instructions in the attached form (Attachment E).
4. Completion and execution, by an authorized signatory, a disbursement request in the attached form (Attachment F).

B. Subsequent Disbursements:

Subsequent disbursements shall be made approximately every six months after the previous disbursement, in accordance with the Disbursement Schedule, upon the satisfaction of the following conditions:

1. Completion and execution by an authorized signatory, of a disbursement request form.
2. An annotated copy of the Grant Budget, showing what portion of each line item was funded with the most recent Disbursement and how the next Disbursement will be allocated. Any proposed changes to the Grant Budget, if any, should be flagged and a

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 3 of 20

brief written explanation must be provided for the proposed changes. (This is to be sent by e-mail in accordance with the instructions below.)

Grantee's compliance with the terms of this Grant Agreement and the General Terms and Conditions, Representations and Indemnification, is a condition to the making of any Subsequent Disbursement. Subsequent disbursements shall be in such amounts as are determined by LISC, based on Grantee's Periodic Written Reports, the Grant Budget, plus any adjustments for previously disbursed but unexpended Grant Proceeds.

Please note – that if any proceeds from the First or Subsequent Disbursements are to be expended to fund the acquisition, rehabilitation, improvement, or demolition of real property, Grantee shall comply with the terms and conditions set forth under the Land Acquisition and Construction Rider.

Please also note – if Grantee fails to expend the full amount of the Disbursement during the six month disbursement period, the amount of the unexpended Grant proceeds can be deducted from the Subsequent Disbursement proceeds disbursed to the Grantee, in the sole discretion of LISC.

Reporting Requirements. During the course of the Grant, Grantee shall submit to LISC the following reports and information:

Periodic Written Reports - Until such time as the Grant has been fully expended, Grantee shall submit to LISC periodic reports approximately every three months in the attached forms ("Periodic Reports"). Grantee shall submit its first and subsequent Periodic Reports to LISC no later than 15 days before the end of each calendar quarter, beginning with the calendar quarter ending on September 30, 2019.

Final Report - Additionally, following Grantee's final expenditure of Grant Proceeds, Grantee shall submit a final report ("Final Report") to LISC detailing i) all expenditures and progress of ongoing projects from the previous reporting period, utilizing applicable portions of the Periodic Report Form and ii) a narrative report on the overall major accomplishments and problems faced by Grantee in utilizing the Grant. Grantee shall submit the Final Report on or before **June 30, 2021**.

Additional Reports or Other Information. LISC may, at any time and in its sole discretion, request Grantee to submit additional Periodic Reports or supplemental information for any submitted Periodic Report; Grantee shall submit to LISC such requested additional report within 10 business days of receipt of such request from LISC.

Technical Assistance/Monitoring

Phone Check-ins: In LISC's sole discretion, LISC can require Grantee to participate in periodic phone calls to review progress and challenges with implementing the

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 4 of 20

Work Plan; such phone calls may occur once a month, once a quarter, or on another schedule specified by LISC.

Additional Technical Assistance: The Grantee may request additional technical assistance from LISC, as needed, in addition to the Technical Assistance set forth in this Grant Agreement, and LISC shall use reasonable efforts to provide such assistance, subject to financial resources and staff availability.

Visit(s) to Grantee: LISC, in its sole discretion, may make one visit a year to the Grantee's offices and to meet with staff hired using Grant proceeds and any staff and elected officials working on the Grant and to review Grant books and records, on a date mutually agreed upon by LISC and the Grantee.

Compliance with Terms; Incorporation

At all times, Grantee shall use Grant Proceeds in accordance with the terms of this Agreement. Further, the terms and provisions of all Attachments, as listed below, including but not limited to the General Terms and Conditions, Representations and Indemnification, are an integral part of this Agreement and are hereby incorporated into this Agreement; Grantee's activities shall comply at all times with the terms and provisions set forth therein.

Schedule of Attachments

The following documents form part of this Agreement:

1. Attachment A – Disbursement Schedule / Amounts
2. Attachment B – Approved Grant Budget.
3. Attachment C – Approved Work Plan.
4. Attachment D – Due Diligence Checklist
5. Attachment E – ACH Authorization / Wire Transfer Instructions
6. Attachment F – Disbursement Request Form
7. Attachment G - Periodic Reporting Forms – for Grant Budget and Work Plan.
8. Attachment H –Land Acquisition and Construction Rider
9. Attachment I – General Terms and Conditions, Representations and Indemnification

Please email a scanned copy of the countersigned copy of this Grant Agreement, and all other required documents, to HCaloir@lisc.org, and mail her a hard copy of this Grant Agreement only (no hard copies are required of the other documents) to Helene Caloir, LISC, 501 Seventh Avenue, 7th Floor, New York, NY 10018. Please contact Ms. Caloir if you have any questions about these disbursement conditions.

Please note - this Grant Agreement must be signed and returned to LISC on or before July 15, 2019. If such deadline passes, LISC reserves the right to withdraw its commitment to make the Grant and reallocate the Grant proceeds.

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 5 of 20

Please also note Grantee must submit its final Disbursement Request on or before June 15, 2020 and its request for the retained fee of \$10,000 on or before December 15, 2020. Any Grant proceeds not requested on or before such date will be de-obligated and re-granted unless LISC consents, in writing, to an extension of the deadline.

[Signatures appear on next page.]

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 6 of 20

LOCAL INITIATIVES SUPPORT CORPORATION

Signature: _____

Name: _____

Title: _____

Date: _____, 2019

GRANT AGREEMENT CONDITIONS ACCEPTED AND AGREED TO:

CITY OF POUGHKEEPSIE

Authorized Signature: _____

Name: _____

Title: _____

Date: _____, 2019

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 8 of 20

Attachment B

APPROVED GRANT BUDGET

[Excel Spreadsheet of Final Approved Grant Budget to be attached here.]

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 9 of 20

Attachment C

APPROVED WORK PLAN

[Excel Spreadsheet of Final Approved Work Plan to be attached here.]

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 10 of 20

Attachment D

DUE DILIGENCE CHECKLIST

- Work Plan Excel Spreadsheet (previously approved by LISC)
- Budget Excel spreadsheet (previously approved by LISC)
- Municipal ordinance/resolution approving the grant, if available, or letter from municipal chief executive evidencing grant approval
- Certificate of Insurance (ACORD 25) evidencing Grantee's* Commercial General Liability Insurance in amounts not less than:
 - \$1,000,000 per occurrence/ per location or per project aggregate (for more than one location)
 - \$2,000,000 in the annual aggregate
 - \$2,000,000 products/completed operations aggregate
 1. Naming ENTERPRISE COMMUNITY PARTNERS, INC. and LOCAL INITIATIVES SUPPORT CORPORATION as Additional Insureds;
 2. Deductible should be no more than \$5,000;
 3. Must include list of exclusions
 4. No warranties
 5. Endorsements should include:
 - a. Additional Insured including premises operations and Product/Completed Operations
 - b. Waiver of Subrogation
 - c. 30 day notice of cancellation
- Certificate of Insurance (ACORD 25) evidencing Grantee's* Worker's Compensation Insurance (in amounts consistent with New York State statutory requirements) and naming ENTERPRISE COMMUNITY PARTNERS, INC. and LOCAL INITIATIVES SUPPORT CORPORATION as Certificate Holders. Named Insured must be Grantee's full legal name.
- Certificate of Insurance (ACORD 25) evidencing Grantee's* Auto Insurance, if applicable
 - In amount not less than \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy.
 - Waiver of Subrogation
 - 30 day notice of cancellation endorsement
 - Naming ENTERPRISE COMMUNITY PARTNERS, INC. and LOCAL INITIATIVES SUPPORT CORPORATION as Additional Insureds with Primary Non-Contributory language.

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 11 of 20

*Grantees that are **self-insured** must provide evidence of such coverage and shall maintain coverage covering its operations and activities under the Grant in accordance with municipal standards.

- REQUIREMENTS FOR ALL INSURANCE:
 - Carrier must be rated “A-“ or higher in the AM Best Guide with a Financial Size Category of at least VI,
 - Named Insured must be Grantee’s full legal name,
 - Policy must be current, not expired, and include all endorsements,
 - Certificate must be signed by an authorized representative of the insurance carrier,
 - Additional Insureds/Certificate holders/(as required above) must appear as:

ENTERPRISE COMMUNITY PARTNERS, INC.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044

LOCAL INITIATIVES SUPPORT CORPORATION
501 Seventh Avenue, 7th Floor
New York, NY 10018

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 12 of 20

Attachment E

ACH AUTHORIZATION / WIRE TRANSFER INSTRUCTIONS

LISC PA # 47358-0004

This [ACH Authorization/Wire Transfer Instructions] Form is being furnished to Local Initiatives Support Corporation ("LISC") pursuant to the Grant Agreement (the "Grant Agreement"), entered into between the City of Poughkeepsie ("Grantee"), and LISC, pursuant to which LISC has awarded to Grantee a grant (the "Grant") \$190,000 of which is to be disbursed directly to Grantee upon the satisfaction of certain conditions. All terms not otherwise defined here will have the meaning set forth in the Grant Agreement.

ACH/WIRE INSTRUCTIONS

Bank Name:

ABA No.:

Acct. No.:

Acct. Name:

Memo:

These are _____ [wire/ACH] instructions.

CITY OF POUGHKEEPSIE

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 13 of 20

Attachment F

LISC PA # 47358-0004

DISBURSEMENT REQUEST FORM

This Disbursement Request Form is being furnished to Local Initiatives Support Corporation ("LISC") pursuant to the Grant Agreement, dated July __, 2019, ("Grant Agreement") between the undersigned and LISC, pursuant to which LISC has awarded to Grantee a Grant \$190,000 of which is to be disbursed directly to Grantee upon the satisfaction of certain conditions. All terms not otherwise defined here will have the meaning set forth in the Grant Agreement.

(1) Grantee hereby certifies that:

(a) It requests a Disbursement of the Grant in the amount of \$_____.

For any Disbursement other than the first Disbursement, prior disbursements have been expended in accordance with the Grant Budget, as set forth in the attached Periodic Report.

(b) It has satisfied all conditions to receiving such Disbursement.

By signing this Disbursement Request Form, Grantee hereby acknowledges that if any proceeds of the requested Disbursement are used to pay for the acquisition, rehabilitation, improvement, or demolition of real property, Grantee will comply with the terms and conditions set forth under the Land Acquisition and Construction Rider attached to the Grant Agreement.

CITY OF POUGHKEEPSIE

By: _____

Name:

Title:

Date:

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 14 of 20

Attachment G

PERIODIC REPORTING FORM

[LISC will provide the Grant Budget Reporting Form and the Work Plan Reporting Form based on Grantee's Approved Grant Budget and Approved Work Plan.]

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 15 of 20

Attachment H

LAND ACQUISITION AND CONSTRUCTION RIDER

A. The Grantee represents, warrants and covenants that any repair, stabilization or rehabilitation of real property performed with Grant proceeds shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. In addition, the Grantee will make its best effort to meet Enterprise Green Communities criteria: <http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria>

B. The Grantee represents, warrants and covenants that, for one-to-four family properties, not adjacent to uses that may have an environmental impact, it will satisfactorily complete a National Environmental Policy Act (NEPA) review in accordance with HUD Environmental Standards, in particular a review of toxic or hazardous substances and radioactive materials in similar scope to HUD Notice 79-33, and a review of siting for HUD-Assisted Projects near Hazardous Operations, pursuant to 24 CFR 51 C, will be accepted in lieu of a Phase I Environmental Site Assessment. If a NEPA review cannot be performed, LISC may accept, at its discretion, a review performed by an environmental officer in the local jurisdiction referencing history or evidence of spills, evidence of tanks, vegetation damage, flood plain, noise abatement/control issues in the area, presence of lead and asbestos, and other environmental risk factors. The officer must state that there is no evidence of hazardous materials, contamination, chemicals, gases, or other environmental risk factors.

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 16 of 20

Attachment I

GRANT TERMS AND CONDITIONS, REPRESENTATIONS AND INDEMNIFICATION

1. Funds Not Disbursed by the Grant Expiration Date: All requests for reimbursement of expended funds pursuant to the Grant Agreement (in furtherance of the Purpose(s) of the Grant) must be received by LISC no later than 60 days after the Grant Expiration Date. Any Grant funds not expended by the Grantee by the Grant Expiration Date shall be automatically reprogrammed by LISC, and shall no longer be available for disbursement to the Grantee; provided, however, that if the Grant Expiration Date is extended, then the funds shall remain available for disbursement until the new Grant Expiration Date.

2. Funds Not Disbursed in a Timely Way: Any funds not drawn down in a timely fashion during the term of the Grant may be deobligated by LISC in its sole discretion after notice to the Grantee. Such deobligation shall be effective as to any Grant proceeds not expended by the Grantee prior to the date of receipt of such notice.

3. No Disbursement if Non-Compliance. LISC shall not make any disbursement of the Grant unless on the proposed date of disbursement the Grantee is in full compliance with all of the terms set forth in the Grant Agreement and all attachments thereto, including but not limited to all reporting requirements. In addition, LISC shall not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

4. No Disbursement if Material Adverse Change Has Occurred: LISC shall not make any disbursement of the Grant if, at the time of the proposed disbursement, there has been a material adverse change in the financial or other condition of the Grantee, including, but not limited to, any adverse change in the Grantee's key personnel carrying out the Work Plan (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

5. Restrictions on Use of the Grant: Under Sections 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes. By countersigning this Agreement and returning it to LISC, the Grantee agrees to (i) not use the Grant for purposes prohibited by the preceding two sentences, (ii) use the Grant in furtherance of the Grantee's charitable purposes (as set forth in its Articles of Incorporation and Application For Recognition of Exemption to the IRS), and (iii) promptly reimburse LISC any Grant amounts not used to further charitable purposes.

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 17 of 20

6. Compliance with Laws.: Grantee shall not discriminate in its activities and operations in connection with the Grant Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

Grantee shall require any third party it hires with Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

7. Municipality: The Grantee is a municipality in good standing in the State of New York.

8. Publicity: The Grantee agrees that LISC may include information regarding the Grant and Work Plan in its periodic public reports. The Grantee shall also make best efforts to provide LISC with reasonable advance notice of any groundbreaking or ribbon-cutting events for the Project and provide for an appropriate role for LISC at any such event. With LISC's advance consent, the Grantee shall refer to LISC in any press releases, or during any press conferences or other events announcing the work performed with Grant proceeds. A copy of all issued press releases shall be promptly sent to such contact person. In addition, the Grantee agrees to acknowledge receipt of this grant from LISC in relevant and appropriate publications.

9. Assignment or Delegation and Subcontracting: The Grant Agreement and the rights and duties under the Grant Agreement must not be assigned, delegated or subcontracted by the Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of the Grant Agreement without said consent of LISC shall be void. In addition, LISC reserves the right to approve any professionals or consultants hired with funds under this Grant. Notwithstanding the above requirements, all specifically referenced sub-grantees, professionals and consultants included in the approved Work Plan or Approved Grant Budget are deemed approved by LISC.

10. No Third Party Rights. Nothing in the Grant Agreement or attachments thereto shall create an independent right of action by Grantee against Enterprise Community Partners, Inc., which provided LISC with the funds to make this Grant ("Enterprise"), nor provide Grantee or any third party it hires using Grant proceeds third party beneficiary status with respect to Enterprise. Furthermore, nothing in the Grant Agreement or any attachment thereto shall create an independent right of action by the Grantee against any contractor of Enterprise or LISC. The parties acknowledge

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 18 of 20

that no contractual relationship shall be deemed to exist between the Grantee or any third-parties Grantee hires using Grant proceeds, and Enterprise or LISC.

11. **Supporting Documentation.** If Grantee uses third parties to carry out any of the activities using Grant Proceeds, it shall not make any disbursements of Grant Proceeds to such third parties for work performed by such parties without a duly executed contract, invoices, receipts or other appropriate supporting documentation evidencing such party's work and services ("Supporting Documentation"), provided, however, that if a disbursement is for work yet to be performed, a detailed budget for such work and such documents as may be available at the time the disbursement is requested shall satisfy this requirement, provided that the signed documents and other supporting documents shall be provided once the funds are spent by such third parties, as part of Grantees normal reporting..

12. Representations and Warranties.

Grantee represents and warrants that:

- a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;
- b. It has full power, authority and legal right to execute and deliver this Grant Agreement and to perform its obligations hereunder;
- c. The making and performance by it of this Grant Agreement has been duly authorized by all necessary action and will not violate any provisions of applicable law or regulation, any provision of its charter or by-laws (or comparable, constituent documents) or any order of any court or regulatory body and will not result in the breach of, or constitute a default or require any consent under, any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected;
- d. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for it to make and perform this Grant Agreement have been obtained and are in full force and effect; and
- e. This Grant Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.
- f. Grantee hereby agrees that it will not use any Grant proceeds for property acquisition, renovation, rehabilitation or demolition activities unless such activities have been specifically included in the Approved Work Plan and

Official Minutes of the Common Council Meeting of August 19, 2019

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 19 of 20

Approved Grant Agreement and it has agreed to the terms of the Land Acquisition and Construction Rider.

The foregoing representations and warranties shall remain in full force as of the date hereinabove and on each date that a disbursement of Grant funds is made to Grantee or its designee pursuant to this Grant Agreement.

13. Change in Circumstances / Material Events:

- A. If any specific event or conjunction of circumstances threatens the successful completion of the Approved Work Plan, in whole or in substantial part, including where relevant, timely completion of the activities/deliverables (as described in the Approved Grant Budget, the "Deliverables") or other requirements, the Grantee agrees to submit to LISC within ten (10) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- B. The Grantee shall immediately notify Grantor in writing after Grantee learns of any material event directly related to the Program that involves the staff, volunteers, directors or officers of the Grantee or third party funded with Grant Proceeds, including: death or serious injury; an arrest or possible criminal activity or any other circumstances directly related to the activity funded with Subgrant or Subcontract proceeds that could impact the successful completion of the project. The Grantee shall, in addition, promptly report to LISC the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Grantee, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Grant. Such report shall be made within ten (10) business days following the Grantee becoming aware of such events, investigation, or audit.

14. Indemnification

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify LISC and Enterprise their directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, LISC's and Enterprise's costs and reasonable legal fees) incurred in connection with this Grant ("Indemnified Losses") or that arise out of any act or omission of the Grantee, or third parties hired with Grant proceeds, or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Grantor's material misrepresentation, gross negligence or willful misconduct. The Grantee shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee, any third party hired with Grant proceeds,

Grant Agreement with City of Poughkeepsie; LISC Program Action Number 47358-0004
Page 20 of 20

pursuant to this Grant Agreement. Grantee's obligations under this section shall survive termination of the Grant Agreement.

The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or agent of LISC or Enterprise, nor make any claim, demand or application to or for any right based upon any different status.

15. Release

Neither LISC nor Enterprise, nor any of their affiliates, officers, directors, employees, consultants or advisors (the "Enterprise and LISC Parties") shall be liable to Grantee, third parties hired with Grant proceeds, their respective officers, directors, employees, contractors, consultants, tenants or advisors (the "Grantee Parties") for any liability of any kind (including, without limitation, any liability under tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, indirect, exemplary, special, incidental, or consequential damages, punitive losses, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of this Agreement, nor shall Enterprise and LISC Parties be required to indemnify or insure the Grantee Parties against any such liability. Grantee is solely responsible for its costs, day-to-day operations, including, but not limited to, the means, methods and schedules by which it carries out the Program, it being understood that Grantee's expertise with respect to the Program is a key factor by which Grantee was awarded the Grant. Notwithstanding the foregoing, in the event Enterprise or LISC misappropriate Grant proceeds hereunder or commit fraud with respect to the handling of Grant funds in its custody, Enterprise's and LISC's monetary liability to Grantee hereunder shall be limited to the amount that is determined to have been so misappropriated, subject to the prior rights of Enterprise's grantor.

Official Minutes of the Common Council Meeting of August 19, 2019

R 19-62						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

2. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Lorraine Johnson to receive and print.

**RESOLUTION INTRODUCING LOCAL LAW
AND PROVIDING FOR PUBLIC
NOTICE AND HEARING
(R19-63)**

INTRODUCED BY COUNCILMEMBER SALEM

BE IT RESOLVED, that an introductory Local Law, entitled “**LOCAL LAW AMENDING CHAPTER 19, ARTICLE VI OF THE CODE OF THE CITY OF POUGHKEEPSIE BY ADDING SECTION 19-6.4 ENTITLED “NATURAL RESOURCES**” be and it hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

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

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 6:15 o’clock P.M., on August 26, 2019; and

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

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

LOCAL LAW NO. 2 OF 2019

LOCAL LAW AMENDING CHAPTER 19, ARTICLE VI OF THE CODE OF THE CITY OF POUGHKEEPSIE BY ADDING SECTION 19-6.4 ENTITLED “NATURAL RESOURCES”.

INTRODUCED BY COUNCILMEMBER SALEM

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

SECTION 1. LEGISLATIVE INTENT

This local law amends the Code of the City of Poughkeepsie to adopt the Natural Resources Inventory prepared by The Environmental Cooperative at the Vassar Barns and to expressly integrate use of such Inventory into all land use decision-making within the City of Poughkeepsie.

SECTION 2. AMENDMENTS TO THE CITY OF POUGHKEEPSIE CODE

A new Section 19-6.4 entitled “Natural Resources”, adopting and implementing the City of Poughkeepsie’s Natural Resources Inventory, is added to the Code of the City of Poughkeepsie as follows:

(1) Purpose. The purpose of this Section is to protect natural resources in the City of Poughkeepsie by adopting a Natural Resources Inventory and requiring consideration of future developments impacts upon these natural resources. The City of Poughkeepsie’s protection and sustainable use of its natural resources will protect the rights of residents, both present and future, to clean air, pure water, and the natural, scenic, and aesthetic values of the environment, as set forth in Article XIV, Section 4 of the New York State Constitution. The City of Poughkeepsie’s quality of life will be enhanced by the sustainable management of its natural resources, including diverse habitats, natural systems and cultural resources. Such features have been identified in the City of Poughkeepsie Natural Resources Inventory as adopted by the Common Council (the, “NRI”), as it may be amended from time to time. The identification and mapping of natural resources by the City, shall be in accordance with the New York General Municipal Law § 239-y and the City of Poughkeepsie Comprehensive Plan. The incorporation of natural and cultural resource information into the decision-making processes identified herein will enable the City of Poughkeepsie to balance its responsibility to promote the economic well-being of city residents, while protecting the integrity and value of the City of Poughkeepsie’s natural resources, including the City of Poughkeepsie’s soils, water resources, habitats and wildlife, and other significant environmental resources. This Local Law, adopted pursuant to New York Municipal Home Rule Law, § 10(1)(ii)(a)(11), requires that all new development subject to Article VI of Chapter 19 of the Code of Ordinances of the City of Poughkeepsie, shall take into consideration the City of Poughkeepsie NRI.

(2) Natural Resource Identification. The Common Council shall adopt a document containing specific natural and cultural resources known as the NRI which document shall be incorporated

Official Minutes of the Common Council Meeting of August 19, 2019

into the Planning Board's review process subject to Article XIV. NRI resources are to include, but are not limited to:

(a) Water resources including aquifers; streams and waterbodies with their State water quality classification; floodplains; wetlands and vernal pools, whether or not they are protected by local, state or federal regulations.

(b) Vegetation including community types; forested areas; grasslands, meadows, and shrublands; significant trees defined as all trees over 8 inches in diameter at breast height, trees at the limit of their range, and trees over 100 years old; New York State listed endangered, threatened, rare, and exploitably vulnerable plants or the New York State rare plant status lists; locally significant vegetation; rare or high quality examples of natural ecological communities; stream and riparian habitats; tidal wetlands and shoreline habitats; unfragmented habitat blocks and significant biodiversity areas; and vegetation resources on parcel that connect to such resources on adjoining or nearby public lands/protected areas.

(c) Wildlife "Species of Greatest Conservation Need," as defined by the State of New York, including but not limited to breeding birds, reptiles, amphibians and mammals.

(d) Geology and soils with particular attention to hydric, prime farmland, and soils of statewide significance.

(e) Elevation, aspect and slope including rock outcrops, steep slopes of 10% to 15% and 15% or greater, ridgelines, stone walls, and unique geologic features.

(f) Cultural resources including locally significant as well as State and National historic sites, buildings, and districts; scenic resources; recreation resources; agricultural districts; active farmland; and lands conserved through public ownership or private conservation restrictions.

In all land use decisions subject to this Article VI, the NRI shall be considered by the planning board to ensure proposed land uses are compatible with existing natural resources by minimizing impacts and providing acceptable mitigation measures when certain impacts cannot be avoided. Proposed lot layouts and development should be designed and arranged to avoid impacts to features identified in the NRI.

(3) Applicability. For all subdivision, special permit uses, uses requiring site plan approval, or other City of Poughkeepsie development reviews subject to Article VI of Chapter 19 of the Code of Ordinances of the City of Poughkeepsie that are subject to SEQRA the applicant must provide an analysis of and disclose any potential impacts on any natural resource identified in the NRI. Each application under Article VI of Chapter 19 of the Code of Ordinances of the City of Poughkeepsie shall contain a Conservation Analysis, consisting of inventory maps, description of the land, and an analysis of any potential impacts to various site features identified in the NRI. The Conservation Analysis shall be on a form provided by the City of Poughkeepsie. No application under Article VI of Chapter 19 of the Zoning Code of the City of Poughkeepsie will be acted upon without a fully completed conservation analysis.

Official Minutes of the Common Council Meeting of August 19, 2019

(4) Interpretation. This chapter shall be deemed an exercise of the powers of the City of Poughkeepsie to preserve and improve the quality of the physical and visual environment on behalf of the present and future inhabitants thereof. The Planning Board, with the assistance of the City Planner as part of its review under the New York State Environmental Quality Act (SEQR) shall ensure that proper protections of natural resources identified in the NRI are incorporated into the design of projects and mitigate, to the extent possible, impacts on those natural resources. The Director of Planning is authorized to implement policies and procedures, consistent with this Section which would enable applicants to know well in advance what will be required during the City of Poughkeepsie's review of applications, thus avoiding unnecessary delay and expense during the review process. The NRI review process will enable the Planning Board to make better decisions, establish consistent standards for development proposals, fulfill regulatory obligations imposed by SEQR, and protect and maintain natural resources while preserving the economic viability within the City of Poughkeepsie.

(5) Definitions. Except as defined herein, all words used in this Local Law shall carry their everyday dictionary definition. Unique terms used throughout this Local Law are defined as follows:

Conservation Analysis: an analysis on a form as proscribed by the City of Poughkeepsie consisting of at a minimum, a copy of the Natural Resource Inventory maps, description of the land, and any potential impacts to site features identified in the Natural Resource Inventory.

Natural Resources Inventory. An inventory of specific natural resources identified by the City and approved by the Common Council which are characterized by natural scenic beauty or, whose existing openness, natural condition or present state of use, if preserved, would enhance the present or potential value of abutting or surrounding development or would establish a desirable pattern of development or would offer substantial conformance with the planning objectives of the City of Poughkeepsie or would maintain or enhance the conservation of natural or scenic resources.

SECTION 3. SEVERABILITY.

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law, which can be given effect without such part or parts.

SECTION 4. EFFECTIVE DATE.

This local law shall take effect immediately upon filing in the office of the Secretary of State of New York as provided by law.

SECONDED BY COUNCILMEMBER:

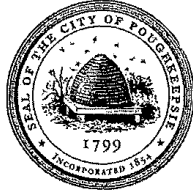
Official Minutes of the Common Council Meeting of August 19, 2019

R 19-63						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. FROM CITY ASSESSOR TAYLOR,** a communication regarding the Adjusted Base Proportion for 2019.
- 2. FROM COMMISSIONER OF FINANCE BRADY,** a communication regarding the purchase of a Sanitation Truck.



Memorandum

To: Common Council Members

From: William Brady, Commissioner of Finance *WJB*

CC: Hon. Rob Rolison, Mayor; Marc Nelson, City Administrator, Chris Gent, Commissioner of Public Works.

Date: August 14, 2019

RE: Communication Regarding the Purchase of a New Sanitation Truck & Ejection Trailer – Bonding Authorization Request

The Sanitation Division of the Department of Public Works is seeking approval of a bond resolution which would allow us to purchase a new sanitation truck and a new ejector trailer. The proposed Bond Resolution is attached for your review and consideration.

Recently, one of the City sanitation trucks was involved in an accident. The damage to the truck was extensive. After review it has been determined that repair is cost-prohibitive, when weighed against the age of the vehicle and when considering other repair work it was scheduled to receive prior to the accident occurring (more than \$65,000).

Service has been maintained at previous levels by use of a rental replacement at a cost of approximately \$2500 weekly. The approximate cost of a new replacement will be \$217,000. This expense was not anticipated when the 2019 Budget was adopted. We request authorization to borrow for its purchase, debt-service costs would be borne by the City's Sanitation Fund, not the General Fund, and will not have an impact on the current fiscal year's budget performance. Purchase of the truck would be made through state contract, which will shorten the procurement period.

The Sanitation Dept. is also seeking to purchase a new ejector trailer. This would replace the current ejector trailer which is over 20 years old. This trailer is utilized to transport refuse from the City transfer station to the County Resource Recovery Center. The ejector trailer facilitates the offloading of refuse at the County site. Previously, the Council authorized a Budget Modification in the amount of \$40,000 to pay for this trailer. The City sought bids on the trailer, and the low bid price was \$74,625. We request the authorization to borrow the excess amount over the \$40,000 previously authorized by the Budget Modification approved by the Council.

Official Minutes of the Common Council Meeting of August 19, 2019

EXTRACT OF MINUTES [Sanitation Truck and Ejector Trailer]

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on August 19, 2019 at 6:30 o'clock p.m., local time.

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

PRESENT:

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

ABSENT:

The following persons were ALSO PRESENT:

Commissioner of Finance William Brady

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

BOND RESOLUTION DATED AUGUST 19, 2019

A RESOLUTION AUTHORIZING THE PURCHASE OF A SANITATION TRUCK AND AN EJECTOR TRAILER AT AN ESTIMATED AGGREGATE MAXIMUM COST OF \$290,000, THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$250,000 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE A PORTION OF THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

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

SECTION 1. The acquisition of a sanitation truck and an ejector trailer for sanitation department purposes is hereby authorized at an estimated maximum cost of \$290,000 and said amount is hereby appropriated therefor. It is hereby determined that said purpose is an object or

Official Minutes of the Common Council Meeting of August 19, 2019

purpose described in subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is fifteen years.

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

SECTION 3. The City plans to finance a portion of the total cost of said purpose by the issuance of serial bonds of the City in an amount not to exceed \$250,000, hereby authorized to be issued therefor pursuant to the Local Finance Law. The remainder of such cost is expected to be financed from other available funds.

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

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

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

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

SECTION 8. The Commissioner of Finance is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable

Official Minutes of the Common Council Meeting of August 19, 2019

from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and, to the extent applicable, to designate the bonds authorized by this resolution and any notes issued in anticipation thereof as "qualified tax-exempt bonds" for purposes of Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or
- (2) The provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with;

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

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

SECTION 10. The Chamberlain is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the Poughkeepsie Journal, being a newspaper having a general circulation in the City and hereby designated as the official newspaper of the City for such publication.

SECTION 11. This resolution shall take effect immediately.

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

The foregoing resolution was thereupon declared duly adopted.

Approved: _____, 2019

Robert G. Rolison
Mayor

Official Minutes of the Common Council Meeting of August 19, 2019

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

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

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Common Council held on the 19th day of August, 2019 and entitled:

BOND RESOLUTION DATED AUGUST 19, 2019

A RESOLUTION AUTHORIZING THE PURCHASE OF A SANITATION TRUCK AND AN EJECTOR TRAILER AT AN ESTIMATED AGGREGATE MAXIMUM COST OF \$290,000, THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$250,000 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE A PORTION OF THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this ____ day of August, 2019.

-SEAL-

Deanne Flynn
City Chamberlain

Official Minutes of the Common Council Meeting of August 19, 2019

Executive Summary—Not a part of the Resolution

This New Bond Resolution for **\$250,000 Sanitation Truck and Ejector Trailer** includes:

<u>Purpose</u>	<u>Capital Budget Items</u>	<u>PPU (Max. Period for Financing)</u>	<u>Total Cost</u>	<u>Other Funds</u>	<u>Bonds Authorized</u>
Section 1: Sanitation truck and ejector trailer	Sanitation truck and ejector trailer	15 years	\$290,000	\$40,000	\$250,000
Grand Total			\$290,000	\$40,000	\$250,000

3. **FROM JENNIFER GARCIA**, a notice of property damage sustained on June 4, 2019. **Referred to Corporation Counsel**
4. **FROM LOURDES J. ESTRADA**, a notice of property damage sustained on July 29, 2019. **Referred to Corporation Counsel**
5. **FROM SABRINA NESHEIWAT**, a notice of property damage sustained. **Referred to Corporation Counsel**
6. **FROM SAVONIA KNOX**, a notice of property damage sustained on June 6, 2019. **Referred to Corporation Counsel**
7. **FROM STEPHEN FARRIS**, a notice of intent to obtain a liquor license at 188 Main Street. **Referred to Corporation Counsel**

X. **NEW BUSINESS:**

XI. **OLD BUSINESS:**

XII. **ADJOURNMENT:**

A motion was made by Councilmember Petsas and Councilmember McNamara to adjourn the meeting at 8:45 p.m.

Dated: October 23, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, August 19, 2019

Respectfully submitted,

Deanne L. Flynn
City Chamberlain