



COMMON COUNCIL MEETING

Common Council Chambers

Monday, August 19, 2019

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting of March 18, 2019

Common Council Meeting of April 1, 2019

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

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

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

VI. MAYOR'S COMMENTS:

VII. MOTIONS AND RESOLUTIONS:

1. Resolution R19-62, accepting a grant from the New York State Housing Stabilization Funds Zombie and Vacant Properties Remediation and Prevention Initiative.
2. Resolution R19-63, introducing Local Law LL19-2, and setting a public hearing regarding the City of Poughkeepsie Natural Resources Inventory.

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

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

RESOLUTION
(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 Park 617;

NOW, THEREFORE, BE IT

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 _____.



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

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

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

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.

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.]

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

Attachment A

DISBURSEMENT SCHEDULE AND AMOUNTS

<u>Disbursement</u>	<u>Disbursement Amount</u>
Disbursement One	\$ _____
Disbursement Two	\$ _____
Disbursement Three	\$ _____
Retained Fee	\$10,000

Note: The Retained Fee of \$10,000 will be retained from the final disbursement – the 2nd disbursement if it's a 2 disbursement grant, the 3rd disbursement if it is a 3 disbursement grant and the 4th disbursement if it is a 4 disbursement grant and disbursed upon receipt of the Final Report satisfactory to LISC.

Also Note: If any Disbursement is not fully expended during its six month disbursement period LISC, in its sole discretion, can hold back an equivalent amount to the unexpended funds from the Subsequent Disbursement.

Attachment B

APPROVED GRANT BUDGET

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

Attachment C

APPROVED WORK PLAN

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

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.

*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

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: _____

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:

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.]

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.

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.

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

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

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,

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.

ZOMBIES 2.0 - Detailed Proposed Workplan, Activities and Instructions: Fill in your proposed goals, activities, outputs and indicators.

Inspirations: Fill in your proposed goals, activities, outputs and outcomes.

Name of Municipality:

City of Poughkeepsie

ZOMBIES 2.0 - Detailed Proposed Budget, Workplan, Activities and Outcomes

[illegible]

**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 _____

**RESOLUTION OF THE COMMON COUNCIL
ADOPTING, PURSUANT TO LOCAL LAW 2 OF 2019, THE CITY OF
POUGHKEEPSIE NATURAL RESOURCES INVENTORY
(R-19-XX)**

INTRODUCED BY COUNCILMEMBER SALEM

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby adopts, pursuant to Local Law 2 of 2019, Chapter 19-6.4(2), the attached Natural Resource Inventory; and be it further

SECONDED BY COUNCILMEMBER _____.

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

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 SEQR 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.

(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.

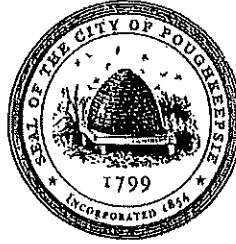
This local law shall take effect immediately upon filing in the office of the Secretary of State of New York as provided by law.

SECONDED BY COUNCILMEMBER:

The City of Poughkeepsie

New York

John Taylor
Assessor
jtaylor@cityofpoughkeepsie.com



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601
845-451-4039

August 19, 2019

COMMON COUNCIL
City of Poughkeepsie

CC Meeting: August 19, 2019
Resolution: R19

Re: Adjusted Base Proportions

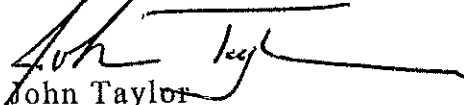
Chairwomen Finney and Councilmembers,

Annexed hereto please find proposed Resolution: R-19 regarding the above referenced Adjusted Base Proportions. The base Homestead and Non-Homestead proportions for 2019 are required for The Poughkeepsie School District and City of Poughkeepsie tax preparation and billing.

Annual adjustments to the base proportion are required in order to account for changes during the assessment year due to construction, demolition, change in exempt status and/or change in NYS Classification Code. The method of calculating adjustments are prescribed in RPTL 1803-a, and overseen by NYS Office of tax and Finance.

I will present myself at your Council Meeting of August 19, 2019 to provide detail and answer questions. Your affirmative action at that time is requested.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

Bldg 8A - WA Hartman Campus Albany, NY 12227

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE 2019 ASSESSMENT ROLL

CERTIFICATION

Approved Assessing Unit City of Poughkeepsie, 131300
Name of Portion City of Poughkeepsie, 131300

DETERMINATION OF BASE PERCENTAGES

	(A) 2006 Taxable Assessed Value	(B) 2006 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) Base Percentages C/sum of C
Class				
Homestead	1,663,288,662	100.00	1,663,288,662	70.8173
Nonhomestead	685,416,541	100.00	685,416,541	29.1827
Total	2,348,705,203		2,348,705,203	100.0000

DETERMINATION OF CURRENT PERCENTAGES

	(E) 2018 Taxable Assessed Value including Special Franchise 1,032,088,630	(F) 2018 Class Equalization Rate	(G) Estimated Market Value E/(F/100)	(H) Current Percentages G/sum of G
Class				
Homestead	1,032,088,630	100.00	1,032,088,630	64.2777
Nonhomestead	573,582,667	100.00	573,582,667	35.7223
Total	1,605,671,317		1,605,671,317	100.0000

DETERMINATION OF CURRENT BASE PROPORTIONS

	(I) Local Base Proportion for the 2006 Assessment Roll	(J) Updated Local Base Proportion	(K) Prospective Current Base Proportion Column (L) to 100.00	(L) Adjusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current	(N) Maximum Current Base Proportion	(O) Current Base Proportions
Class							
Homestead	65.20854	59.18691	58.15479	57.38382	1.34		58.15479
Nonhomestead	34.79146	42.58787	41.84521	42.61618	-1.81		41.84521
Total	100.00000	101.77479	100.00000	100.00000			100.00000

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

signature

title

date

NEW YORK STATE OFFICE OF REAL PROPERTY TAX SERVICES
Bldg 9A - WA Hartman Campus Albany, NY 12227

09/08/19

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPPL
FOR THE 2019 ASSESSMENT ROLL

Approved Assessing Unit City of Poughkeepsie, 131300
Name of Portion City of Poughkeepsie, 131300
Reference Roll 2018
Levy Roll 2019

CERTIFICATION

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTITY CHANGES
EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

(A)	(B)	(C)	(D)	(E)
Total	Total	Total	Net	Surviving
Assessed Value on the Reference Roll excluding (Special/Franchise)	Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	Assessed Value of Physical and Quantity Changes (B-C)	Assessed Value on the Reference Roll (A-C)
Homestead 1,048,333,673	5,004,600	3,834,400	1,170,200	1,044,499,273
Nonhomestead 527,273,767	5,264,350	5,942,250	(677,900)	521,391,452

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

(F)	(G)	(H)	(I)
Total	Total	Net	Change in Level of Assessment Factor
Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	Assessed Value of Equalization Decreases between the Reference Roll and Levy Roll	Equalization Changes (F-G)	(H/I)*1
Homestead 43,799,996	2,377,608	41,422,388	1.03966
Nonhomestead 15,773,812	4,278,875	11,494,937	1.02205

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

(J)	(K)	(L)	(M)	(N)	(O)
Taxable Assessed Value on the Levy Roll excluding Special Franchise	Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (J/K)	Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt (L/K)	Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	Taxable Assessed Value on the Reference Roll	Class Adjustment Factor (O/M)
Homestead 1,077,022,116	1,035,939,195		1,035,939,195	1,032,088,630	1.00373
Nonhomestead 528,916,725	517,506,197	71,274,389	588,780,523	573,582,687	0.982

COMPUTATION OF ADJUSTED BASE PROPORTIONS

(P)	(Q)	(R)
Current Base Proportions	Current Base Proportions adjusted for Physical and Quantity Changes (P-Q)	Adjusted Base Proportions
Class		(Sum of Q)
Homestead 58.16479	58.37176	57.60804
Nonhomestead 41.84521	42.95335	42.39196
Total 100.00000	101.32571	100.00000

signature

title

Local Adjustments to the Adjusted Base Proportions

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

City of Poughkeepsie

2019

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

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

64.27770

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

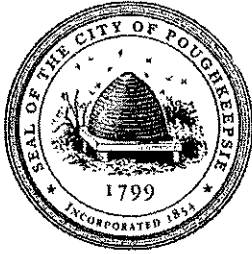
57.60804

Difference

6.66966

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

			POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
Select a Percentage	Amount to be added to Homestead ABP		Homestead	NonHomestead
			57.60804	42.39196
10%	0.66697		58.27501	41.72499
20%	1.33393		58.94197	41.05803
25%	1.66742		59.27546	40.72454
30%	2.00090		59.60894	40.39106
40%	2.66786		60.27591	39.72409
50%	3.33483		60.94287	39.05713
60%	4.00180		61.60984	38.39016
70%	4.66876		62.27680	37.72320
75%	5.00225		62.61029	37.38971
80%	5.33573		62.94377	37.05623
90%	6.00270		63.61074	36.38926
100%	6.66966		64.27770	35.72230



Memorandum

To: Common Council Members

From: William Brady, Commissioner of Finance *WJB*

CC: Hon. Rob Rollson, 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.

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

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

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

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

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 8/06/2019

NAME AND ADDRESS OF EACH CLAIMANT:

Jennifer Garcia
PO Box 155
Clintondale, NY 12515

TELEPHONE NUMBER: 845-430-7547
845-834-2217

NAME AND ADDRESS OF ATTORNEY (IF ANY):

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
AUG - 8 AM 10:46

Date - June 4

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

I WAS parked in the city lot & workers doing construction splattered wet cement all over my vehicle. They attempted to clean it and ruined the hood, grill and roof. Mirrors & sides of front of car still have cement on it clear coat gone and paint is peeling.

ITEMS DAMAGED OR INJURIES SUSTAINED: - 2013 Honda Pilot
(Hood, grill, roof, front sides w/ mirrors) Estimate for damage \$1,715.36
(pictures included w/ claim)

Jennifer Garcia
Signature of Claimant

Signature of Claimant

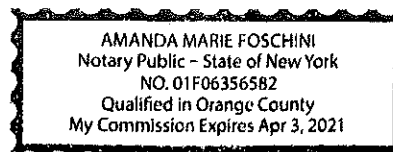
STATE OF NEW YORK, COUNTY OF Ulster s.s.:

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

Jennifer Garcia
Signature of Claimant

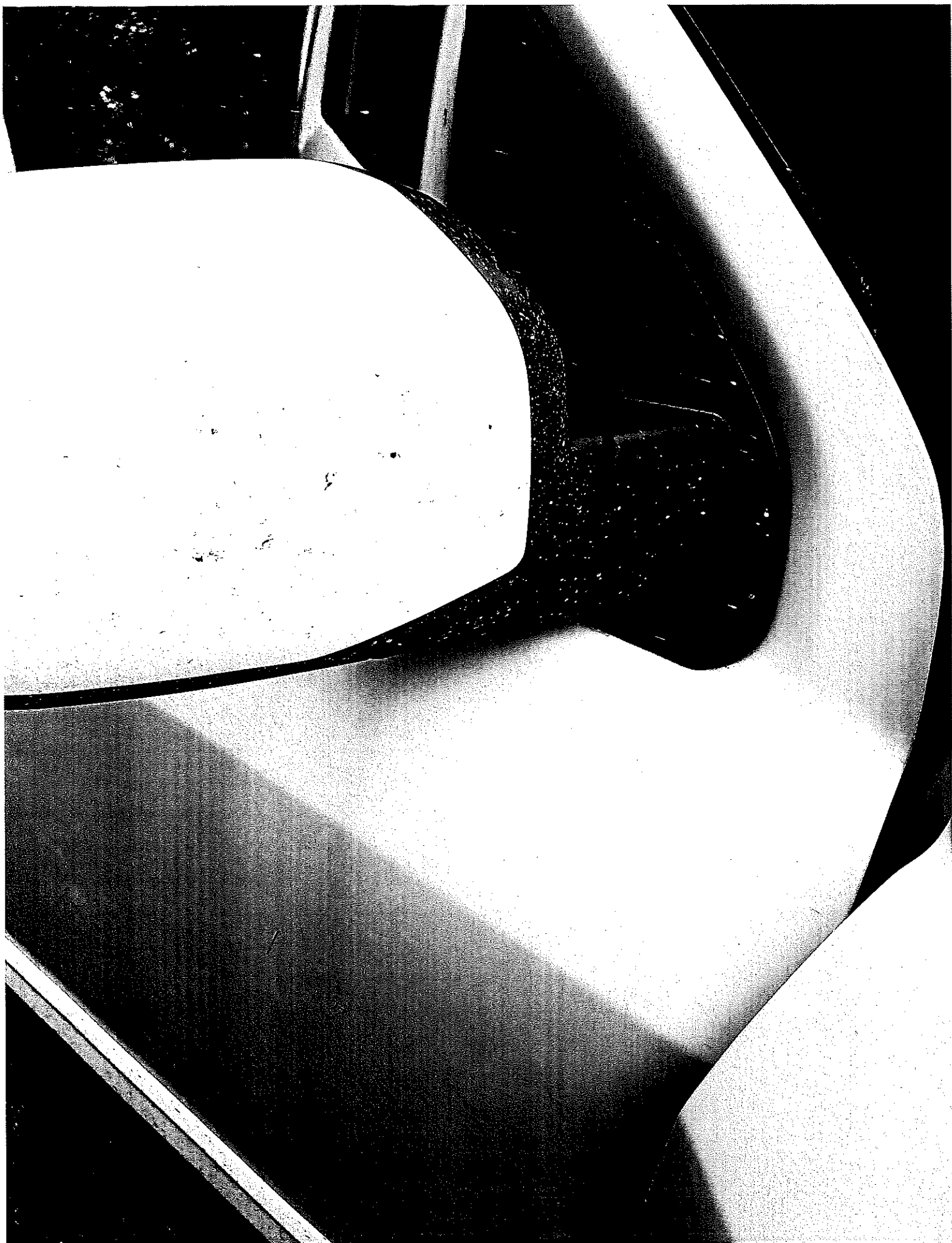
Signature of Claimant

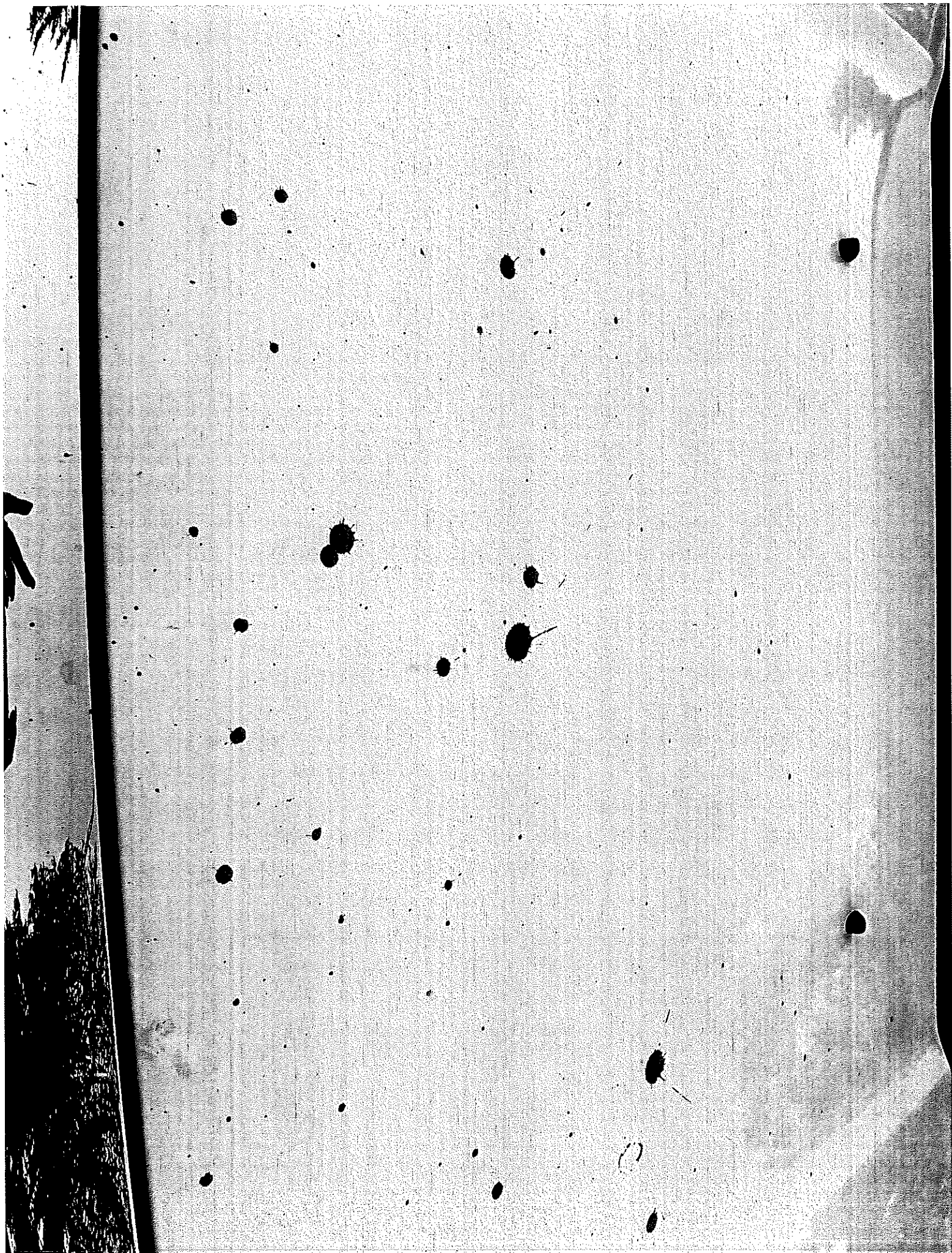
Sworn to before me this
6th day of August, 2019
Amanda Marie Foschini
Notary Public



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







* Ceiling of garage in one spot
It is like this all over
the ceilings on all
levels



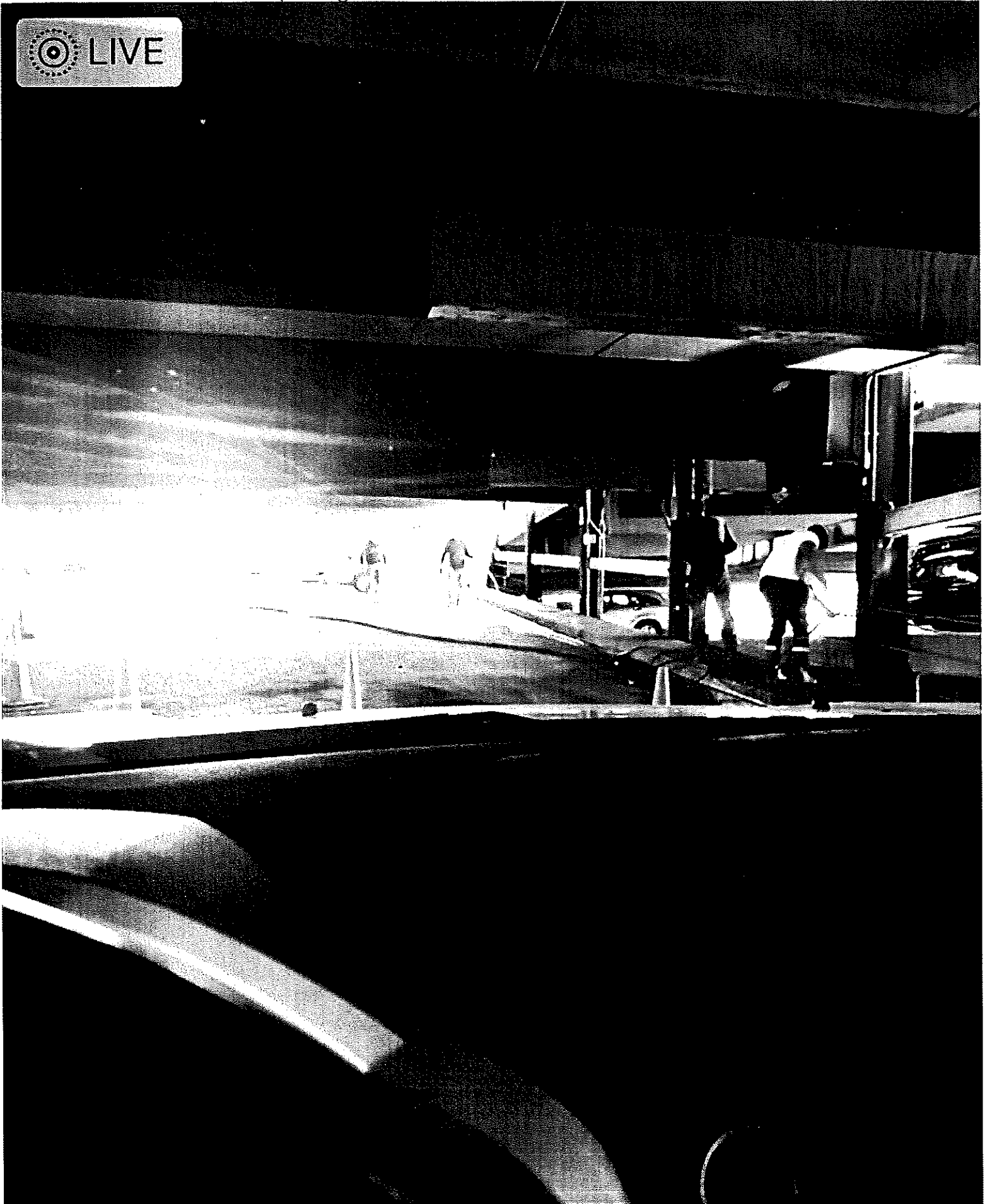


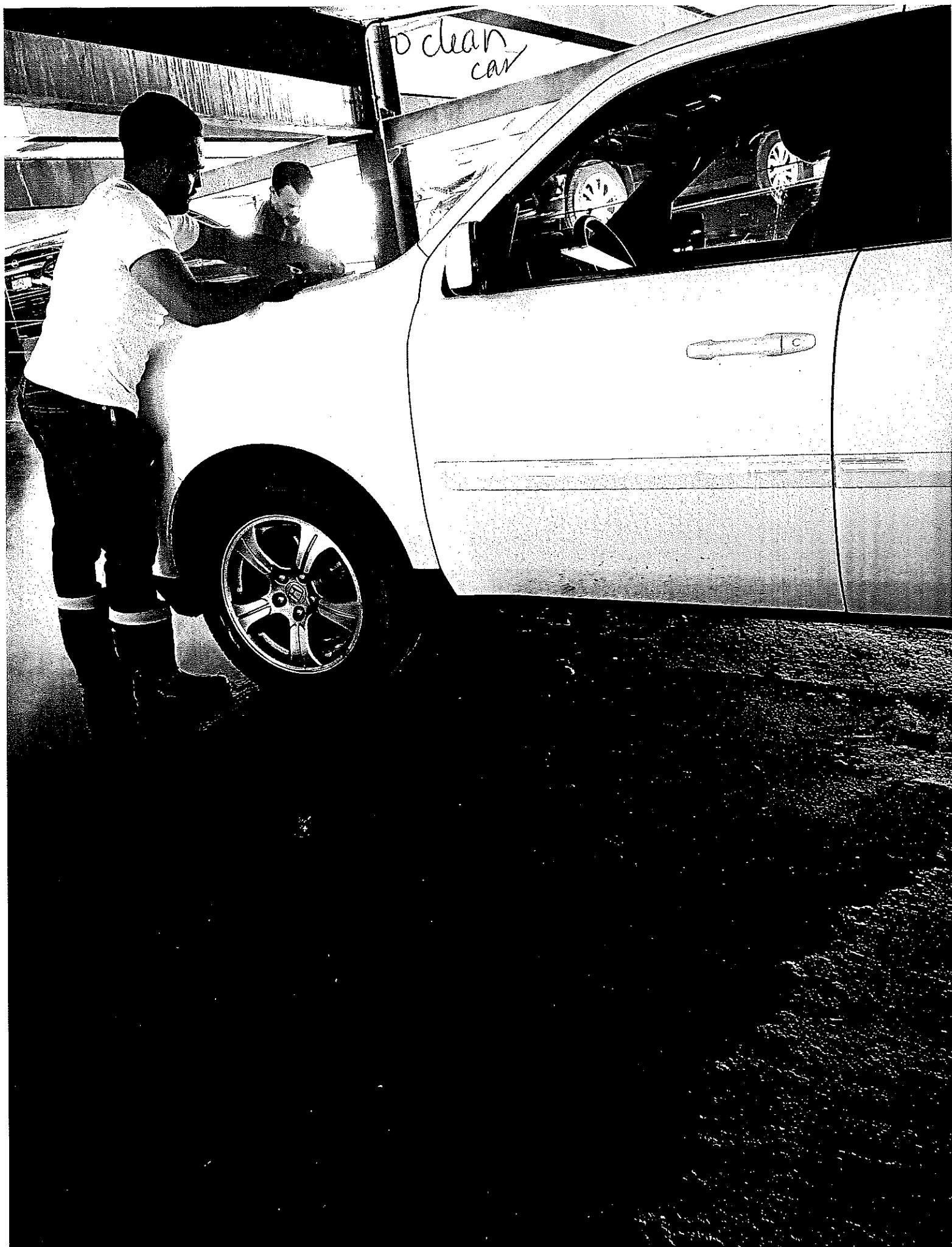
JUNE 4 2:10 PM

* Construction Workers

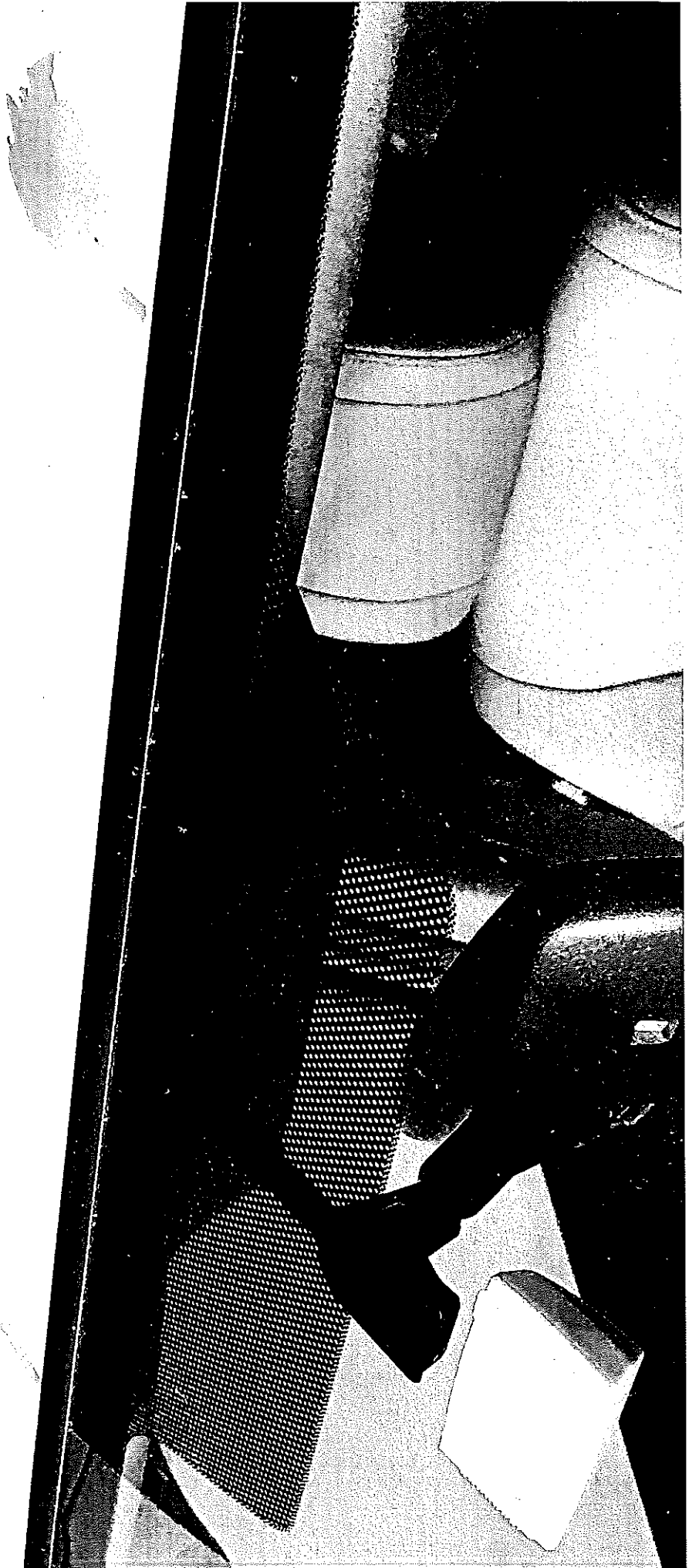


LIVE





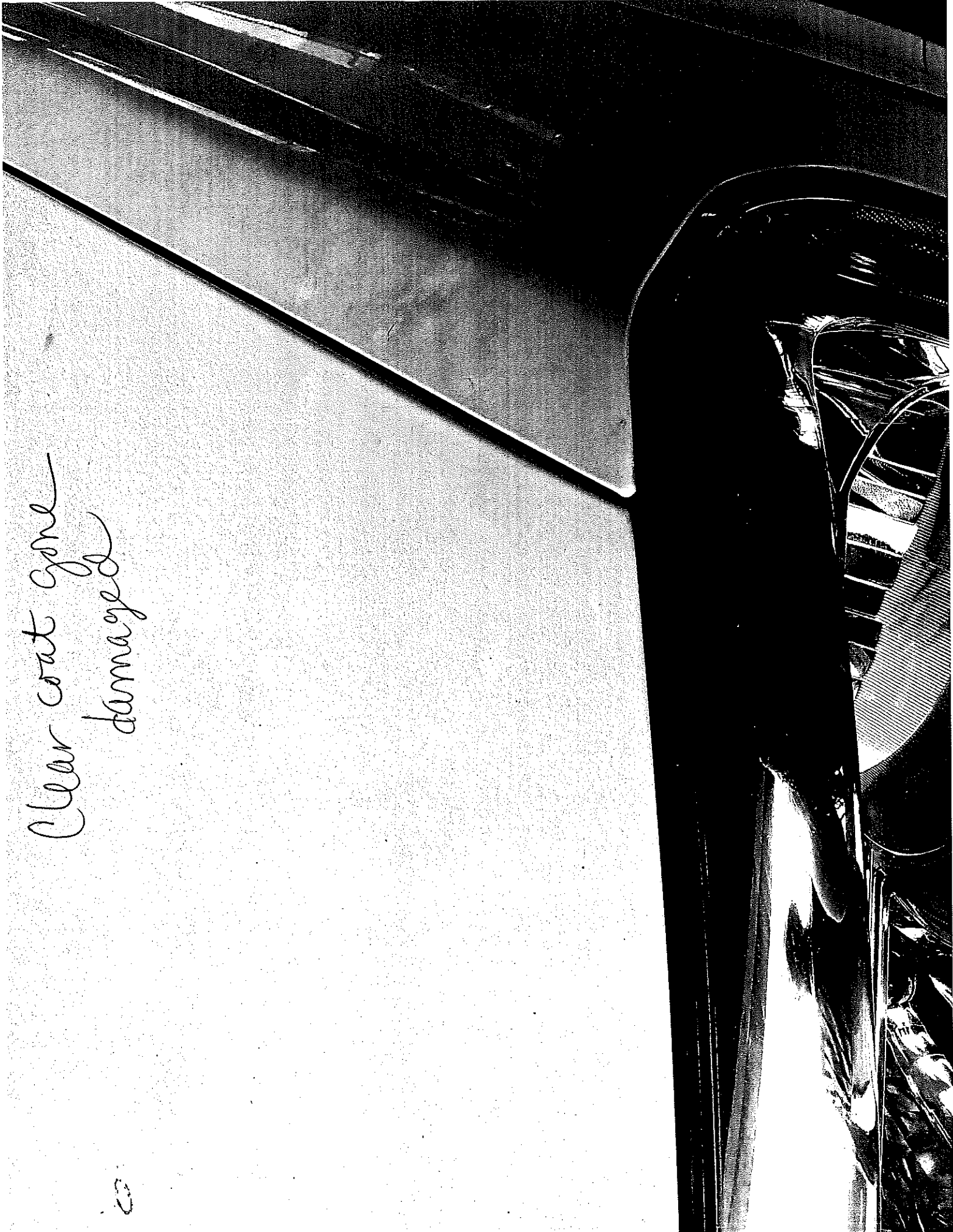
* Paint peeling from cement they tried to
remove
roof





Clear coat gone
damaged

20





TROY'S AUTO BODY INC

3430 ROUTE 9W, HIGHLAND, NY 12528

Phone: (845) 691-8648

FAX: (845) 834-3565

Workfile ID: a89b6cfc
Federal ID: 208779896
License Number: 7080545

Preliminary Estimate

Customer: GARCIA, JENNIFER

Job Number:

Written By: Vanessa Tortarella

Insured: GARCIA, JENNIFER

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 4

Point of Impact: 12 Front

Owner:

GARCIA, JENNIFER
565 ROUTE 44-55
HIGHLAND, NY 12528

Inspection Location:

TROY'S AUTO BODY INC
3430 ROUTE 9W
HIGHLAND, NY 12528
Repair Facility
(845) 691-8648 Business

Insurance Company:

VEHICLE

2013 HOND Pilot EX-L 4WD 4D UTV 6-3.5L Gasoline Electronic Fuel Injection SILVER

VIN: 5FN9F4H54DB063764

Interior Color:

Mileage In:

Vehicle Out:

License: IMAIDEN

Exterior Color: SILVER

Mileage Out:

State: NY

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Backup Camera

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Positraction

ROOF

Electric Glass Sunroof

SEATS

Bucket Seats

Reclining/Lounge Seats

Leather Seats

Heated Seats

3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Trailer Hitch

Power Trunk/Gate Release

Preliminary Estimate

Customer: GARCIA, JENNIFER

Job Number:

2013 HOND Pilot EX-L 4WD 4D UTV 6-3.5L Gasoline Electronic Fuel Injection SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	HOOD						
2	*	Rpr Hood (ALU)				1.0	2.8
3		Add for Clear Coat					1.1
4		R&I Front seal				0.1	
5	ROOF						
6		Refn Roof panel w/sunroof (HSS)					4.4
7		Overlap Major Non-Adj. Panel					-0.2
8		Add for Clear Coat					0.8
9		R&I RT Roof molding w/o roof rack				0.4	
10		R&I LT Roof molding w/o roof rack				0.4	
11	#	Rpr DETAIL RIGHT SIDE OF VEHICLE AND WHEELS				7.0	
12	#	Car Cover for Overspray		1	10.00	0.3	
13	#	Hazardous waste		1	3.00		
14	#	Tint color		1			0.5
15	#	Mask Jambs, Opening, Entry		1	10.00	0.3	
SUBTOTALS					23.00	9.5	9.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			23.00
Body Labor	9.5 hrs @	\$ 60.00 /hr	570.00
Paint Labor	9.4 hrs @	\$ 60.00 /hr	564.00
Paint Supplies	9.4 hrs @	\$ 38.00 /hr	357.20
Body Supplies	8.0 hrs @	\$ 10.00 /hr	80.00
Subtotal			1,594.20
Sales Tax	\$ 1,514.20 @	8.0000 %	121.14
Grand Total			1,715.34

Preliminary Estimate

Customer: GARCIA, JENNIFER

Job Number:

2013 HOND Pilot EX-L 4WD 4D UTV 6-3.5L Gasoline Electronic Fuel Injection SILVER

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and make them available when you pick up the vehicle.

Preliminary Estimate

Customer: GARCIA, JENNIFER

Job Number:

2013 HOND Pilot EX-L 4WD 4D UTV 6-3.5L Gasoline Electronic Fuel Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4456, CCC Data Date 06/14/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2019 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



NADAguides Value Report 8/7/2019

2013 Honda Pilot

Utility 4D EX-L DVD 4WD V6

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$12,450	\$13,725	\$14,750	\$17,375
Mileage (60,000)	\$1,500	\$1,500	\$1,500	\$1,500
Total Base Price	\$13,950	\$15,225	\$16,250	\$18,875
Options (change)				
Towing/Camper Pkg	\$275	\$275	\$275	\$325
Price + Options	\$14,225	\$15,500	\$16,525	\$19,200

Certified Pre-Owned (CPO)

+\$1,225

Certified Price with Options

\$20,425

Rough Trade-In - Rough Trade-in values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 7/30/2019

NAME AND ADDRESS OF EACH CLAIMANT:

Lourdes J. Estrada
29 Reynolds Ave.
Poughkeepsie, New York 12603.

TELEPHONE NUMBER: (845) 224-1318

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

During the storm on 7/29/19 a City tree fell on my car around 7:35PM. My car was parked on the street 29 Reynolds Ave, Poughkeepsie NY 12603.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Honda Odyssey 2003 Mini Van
Total loss \$13,000

Signature of Claimant

Lourdes J. Estrada
Lourdes J. Estrada

Signature of Claimant

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

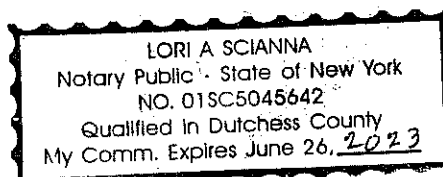
Lourdes J. Estrada being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those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

Signature of Claimant

Lourdes J. Estrada

Signature of Claimant

Sworn to before me this
30th day of July, 2019
Lori A Scianna
Notary Public



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

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 JUL 31 AM 8:32

Get Your Police Report at
CRASHDOCS.ORG

Poughkeepsie City Police Department

7/29/19	19-78723
ACCIDENT DATE	POLICE REPORT NUMBER

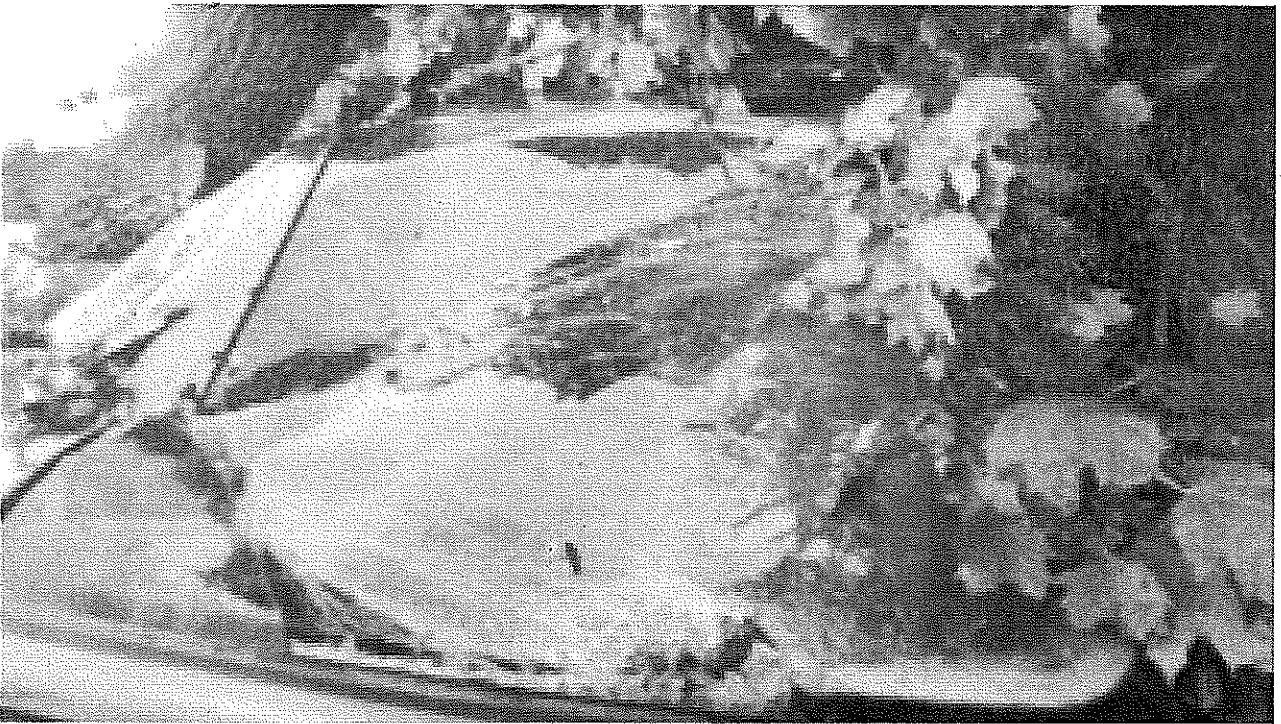
Reports are available 5-7 business days after incident

officer Hoag
Badge 88

Police Report 7/29/19
Officer Hoag
Badge #88
Police Report # 19-28723









9:22 4

LTE



City of Poughkeepsie Police
Department

Yesterday at 7:10 PM ·



Severe Thunderstorm Warning issued July 29 at 7:08PM
EDT until July 29 at 7:15PM EDT by NWS

SUMMARY:

...THE SEVERE THUNDERSTORM WARNING FOR
SOUTHEASTERN ULSTER AND WEST CENTRAL DUTCHESS
COUNTIES WILL EXPIRE AT 715 PM EDT... The storm which
prompted the warning has weakened below severe limits,
and has exited the warned area. Therefore, the warning will
be allowed to expire. However gusty winds and heavy rain
are still possible with this thunderstorm.

AFFECTS: Dutchess; Ulster

INSTRUCTION: [None]

URL TO LIVE NATIONAL WEATHER SERVICE INFO:
[https://alerts.weather.gov/cap/wwacapget.php?
x=NY125D053E59D0.SevereThunderstormWarning.
125D053E5C8CNY.ALYSVSALY.
20c8edb5cef16ca46228d2fad44aa325](https://alerts.weather.gov/cap/wwacapget.php?x=NY125D053E59D0.SevereThunderstormWarning.125D053E5C8CNY.ALYSVSALY.20c8edb5cef16ca46228d2fad44aa325)

URGENCY: Immediate

SEVERITY: Severe

CERTAINTY: Observed

EFFECTIVE DATE: 7/29/19 7:08 PM EDT

EXPIRATION DATE: 7/29/19 7:15 PM EDT

FULL ALERT TEXT:

THE SEVERE THUNDERSTORM WARNING FOR

Write a comment...



9:22

LTE



City of Poughkeepsie Police
Department

Yesterday at 7:10 PM



AFFECTS: Dutchess; Ulster

INSTRUCTION: [None]

URL TO LIVE NATIONAL WEATHER SERVICE INFO:

[https://alerts.weather.gov/cap/wwacapget.php?
x=NY125D053E59D0.SevereThunderstormWarning.
125D053E5C8CNY.ALYSVSALY.
20c8edb5cef16ca46228d2fad44aa325](https://alerts.weather.gov/cap/wwacapget.php?x=NY125D053E59D0.SevereThunderstormWarning.125D053E5C8CNY.ALYSVSALY.20c8edb5cef16ca46228d2fad44aa325)

URGENCY: Immediate

SEVERITY: Severe

CERTAINTY: Observed

EFFECTIVE DATE: 7/29/19 7:08 PM EDT

EXPIRATION DATE: 7/29/19 7:15 PM EDT

FULL ALERT TEXT:

...THE SEVERE THUNDERSTORM WARNING FOR
SOUTHEASTERN ULSTER AND WEST
CENTRAL DUTCHESS COUNTIES WILL EXPIRE AT 715 PM
EDT...

The storm which prompted the warning has weakened
below severe
limits, and has exited the warned area. Therefore, the
warning will
be allowed to expire. However gusty winds and heavy rain
are still
possible with this thunderstorm.



Like



Comment



Share

Write a comment...



PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 7/26/19

NAME AND ADDRESS OF EACH CLAIMANT:

Sabrina Nesheiwat
- 28 N. Hamilton St Apt #2
TELEPHONE NUMBER: 845-546-1357

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

Gutter in the middle of the road, car coming from opposite direction speeding and I pulled to side so car doesn't hit my car and I hit the gutter and popped my tire.
ITEMS DAMAGED OR INJURIES SUSTAINED: \$116.26 Amount claimed

TIRE POPPED / NO INJURIES
Sabrina Nesheiwat
Signature of Claimant

Signature of Claimant

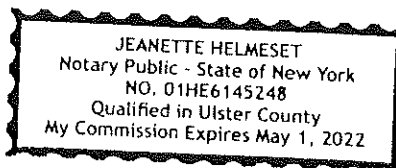
STATE OF NEW YORK, COUNTY OF Dutchess S.S.:

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

Sabrina Nesheiwat
Signature of Claimant

Signature of Claimant

Sworn to before me this
26 day of July, 2019
[Signature]
Notary Public



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

SAL'S AUTO DIAGNOSTIC & SALES INC
FACILITY# 7116996
114 MILL STREET
POUGHKEEPSIE NY,12601
TEL:845-454-3035
FAX:845-454-3013

Customer: majid nesheiwat
Address:
City, State:
Day Phone:
Night Phone:
Fax:
Estimate Ref: 934
Date: July 12, 2019
Time: 12:09 PM

Service Writer: sal
Service Tech: sal
VID:
Mileage:

Vehicle : 2010 Nissan-Datsun Truck Rogue 4WD L4-2.5L (QR25DE)

Descri tion	Part #/Labor Rate	Qty	Price/Time	Extended
215-70 16 one tire		1	100.00	100.00
	Labor Total			100.00
	Parts Total			0.00
	Sub-Total			100.00
	Labor Tax 8.125%			8.13
	Service Tax 8.125%			8.13
	Tax Total			16.26
	Total			\$ 116.26

MILEAGE OUT
WE AGREE TO PAY THIS AMOUNT BY SIGNING THIS RECEIPT
THANK YOU FOR YOUR BUISNESS

Signature

Date

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes
19-26418
Q3PD999R66K6

☐ AMENDED REPORT

1	Accident Date Month 7 Day 11 Year 2019	Day of Week THURSDAY	Military Time 18:51	No. of Vehicles 1	No. Injured 0	No. Killed 0	Not Investigated at Scene ☐	Left Scene ☐	Police Photos ☒ Yes ☐ No	20			
2	VEHICLE 1				VEHICLE ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN						21		
3	VEHICLE 1- Driver License ID Number 571885532 Driver Name - exactly as printed on license NESHEIWAT, SABRINA S Address (Include Number and Street) 28 N HAMILTON ST APT 2 City or Town POUGHKEEPSIE State NY Zip Code 12601 Date of Birth Month 7 Day 15 Year 1992 Sex F Unlicensed ☐ No. of Occupants 03 Public Property Damaged ☐ Name - exactly as printed on registration NESHEIWAT, MAJID F Sex M Date of Birth Month 9 Day 11 Year 1967 Address (Include Number and Street) 28 N HAMILTON ST APT 2 City or Town POUGHKEEPSIE State NY Zip Code 12601 Plate Number JBA5887 State of Reg. NY Vehicle Year & Make 2009 NISS Vehicle Type SUBN Ins. Code 484 Ticket/Arrest Number(s)				VEHICLE - Driver License ID Number Driver Name - exactly as printed on license Address (Include Number and Street) City or Town State Zip Code Date of Birth Month Day Year Sex Unlicensed ☐ No. of Occupants Public Property Damaged ☐ Name - exactly as printed on registration Address (Include Number and Street) City or Town State Zip Code Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code Ticket/Arrest Number(s)						22		
4	VEHICLE 1- Driver License ID Number 571885532 Driver Name - exactly as printed on license NESHEIWAT, MAJID F Address (Include Number and Street) 28 N HAMILTON ST APT 2 City or Town POUGHKEEPSIE State NY Zip Code 12601 Date of Birth Month 7 Day 15 Year 1992 Sex F Unlicensed ☐ No. of Occupants 03 Public Property Damaged ☐ Name - exactly as printed on registration NESHEIWAT, MAJID F Sex M Date of Birth Month 9 Day 11 Year 1967 Address (Include Number and Street) 28 N HAMILTON ST APT 2 City or Town POUGHKEEPSIE State NY Zip Code 12601 Plate Number JBA5887 State of Reg. NY Vehicle Year & Make 2009 NISS Vehicle Type SUBN Ins. Code 484 Ticket/Arrest Number(s)				VEHICLE - Driver License ID Number Driver Name - exactly as printed on license Address (Include Number and Street) City or Town State Zip Code Date of Birth Month Day Year Sex Unlicensed ☐ No. of Occupants Public Property Damaged ☐ Name - exactly as printed on registration Address (Include Number and Street) City or Town State Zip Code Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code Ticket/Arrest Number(s)						23		
5	VEHICLE 1- Driver License ID Number 571885532 Driver Name - exactly as printed on license NESHEIWAT, MAJID F Address (Include Number and Street) 28 N HAMILTON ST APT 2 City or Town POUGHKEEPSIE State NY Zip Code 12601 Date of Birth Month 7 Day 15 Year 1992 Sex F Unlicensed ☐ No. of Occupants 03 Public Property Damaged ☐ Name - exactly as printed on registration NESHEIWAT, MAJID F Sex M Date of Birth Month 9 Day 11 Year 1967 Address (Include Number and Street) 28 N HAMILTON ST APT 2 City or Town POUGHKEEPSIE State NY Zip Code 12601 Plate Number JBA5887 State of Reg. NY Vehicle Year & Make 2009 NISS Vehicle Type SUBN Ins. Code 484 Ticket/Arrest Number(s)				VEHICLE - Driver License ID Number Driver Name - exactly as printed on license Address (Include Number and Street) City or Town State Zip Code Date of Birth Month Day Year Sex Unlicensed ☐ No. of Occupants Public Property Damaged ☐ Name - exactly as printed on registration Address (Include Number and Street) City or Town State Zip Code Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code Ticket/Arrest Number(s)						24		
6	Violation Section(s)				Violation Section(s)						25		
7	Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit. VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact 1 4 Box 2 - Most Damage 2 Enter up to three more damage codes 3 4 5 Vehicle By: Towed To: VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER				Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit. VEHICLE DAMAGE CODES Box 1 - Point of Impact 1 2 Box 2 - Most Damage 2 Enter up to three more damage codes 3 4 5 Vehicle By: Towed To: VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER						Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles. Rear End Left Turn Right Angle Right Turn Head On 1 3 5 7 Sideswipe (same direction) Left Turn Right Turn Sideswipe (opposite direction) 2 4 6 8 ACCIDENT DIAGRAM See the last page of the MV-104A for the accident diagram. 9. Cost of repairs to any one vehicle will be more than \$1000. ☒ Unknown/Unable to determine ☐ Yes ☐ No		26
8	Reference Marker				Coordinates (if available) Latitude/Northing Longitude/Easting						27		
9	Place Where Accident Occurred: County DUTCHESS ☒ City ☐ Village ☐ Town of POUGHKEEPSIE Road on which accident occurred 7 EDGAR ST (Route Number or Street Name) at 1) intersecting street or 2) 200 feet miles ☐ N ☒ S of FOX TERR (Route Number or Street Name) ☐ E ☐ W (Milepost, Nearest intersecting Route Number or Street Name)										28		
10	Accident Description/Officer's notes V1 TRAVELING NORTHBOUND ON EDGAR ST. IN THE AREA OF 7 EDGAR ST. UNINVOLVED VEHICLE TRAVELING SOUTHBOUND ON EDGAR ST. CAUSES V1 TO HAVE TO SWERVE NEAR THE CURB STRIKING A CITY STORM DRAIN WHICH WAS DAMAGED PRIOR TO HER STRIKING IT. THE COVER OF THE STORM DRAIN WAS TURNED OVER AND STICKING OUT PARTIALLY INTO THE ROADWAY. THE SHARP METAL OF THE STORM DRAIN CAUSED A RIGHT FRONT FLAT TIRE ON V1. NO OTHER DAMAGE CAUSED TO THE VEHICLE. WITNESS STATES										29		
11	8 9 10 11 12 13 14 15 16 17 BY TO 18				Names of all involved Date of Death Only						30		
12	A 1 1 4 1 26 F - - -				NESHEIWAT, SABRINA								
13	B 1 3 4 1 29 F - - -				NESHEIWAT, HALLAY H								
14	C 1 4 4 1 44 F - - -				NESHEIWAT, MANAL F								
15	D												
16	E												
17	F												
18	Officer's Rank and Signature Print Name in Full PATROLMAN 90 [Signature] 76)				Badge/ID No. 61		NCIC No. 01302		Precinct/Post Troop/Zone		Station/Beat Sector	Reviewing Officer DEIGAN, JASON	Date/Time Reviewed 7/21/2019 17:46

ALL INVOLVED

USE COVER SHEET
N

New York State Department of Motor Vehicles

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes
19-26418
Q3PD999R66K6

☐ AMENDED REPORT

1	Accident Date Month 7 Day 11 Year 2019 Day of Week THURSDAY Military Time 18:51	No. of Vehicles 1	No. Injured 0	No. Killed 0	Not Investigated at Scene ☐ Accident Reconstructed ☐	Left Scene ☐	Police Photos ☒ Yes ☐ No	19					
	VEHICLE		VEHICLE		BICYCLIST		PEDESTRIAN		OTHER PEDESTRIAN		20		
2	VEHICLE - Driver License ID Number Driver Name - exactly as printed on license Address (Include Number and Street) Apt. No. City or Town State Zip Code				VEHICLE - Driver License ID Number Driver Name - exactly as printed on license Address (Include Number and Street) Apt. No. City or Town State Zip Code				21				
3	Date of Birth Month Day Year Sex Unlicensed ☐ No. of Occupants Public Property Damaged ☐				Date of Birth Month Day Year Sex Unlicensed ☐ No. of Occupants Public Property Damaged ☐				22				
4	Name - exactly as printed on registration Sex Date of Birth Month Day Year				Name - exactly as printed on registration Sex Date of Birth Month Day Year				23				
5	Address (Include Number and Street) Apt. No. Haz Mat Code Released ☐				Address (Include Number and Street) Apt. No. Haz Mat Code Released ☐				24				
6	Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code				Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code				25				
7	Ticket/Arrest Number(s)				Ticket/Arrest Number(s)				26				
8	Violation Section(s)				Violation Section(s)				27				
9	Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit; VEHICLE DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more damage codes Vehicle By: Towed To: VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER				Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit; VEHICLE DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more damage codes Vehicle By: Towed To: VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER				Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles. 9. Cost of repairs to any one vehicle will be more than \$1000. ☐ Unknown/Unable to determine ☐ Yes ☐ No				28
10	Reference Marker Coordinates (if available) Latitude/Northing Longitude/Easting				Place Where Accident Occurred: County DUTCHESS ☐ City ☐ Village ☐ Town of _____ Road on which accident occurred _____ (Route Number or Street Name) at 1) intersecting street _____ (Route Number or Street Name) or 2) _____ feet _____ miles ☐ N ☐ S ☐ E ☐ W of _____ (Milepost, Nearest intersecting Route Number or Street Name)				29				
11	Accident Description/Officer's notes THAT THE STORM DRAIN HAS BEEN DAMAGED FOR SEVERAL WEEKS. WITNESS ALSO STATED THAT DUE TO THE UNINVOLVED VEHICLE TAKING UP TOO MUCH OF THE ROADWAY V1 HAD NO OTHER CHOICE THAN TO SWERVE NEAR THE STORM DRAIN. PHOTOS WERE TAKEN OF THE DAMAGE TO THE TIRE AS WELL AS THE CONDITION OF THE STORM DRAIN. NO VEHICLES TOWED AND NO INJURIES REPORTED ON SCENE. NOTHING FURTHER. RJS#61 WITNESS #1 VALERIE LUNS福德 8 EDGAR ST POUGHKEEPSIE, NY 12601 (678)								30				

ALL INVOLVED

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

Officer's Rank and Signature Print Name in Full PATROLMAN <i>Robert J Stecher</i> ROBERT J STECHER	Badge/ID No. 61	NCIC No. 01302	Precinct/Post Troop/Zone	Station/Beat Sector	Reviewing Officer DEIGAN, JASON	Date/Time Reviewed 7/21/2019 17:46
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USE COVER SHEET

N

Local Codes
19-26418
Q3PD999R66K6

POLICE ACCIDENT REPORT

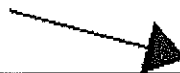
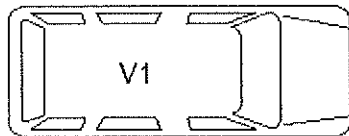
MV-104A (6/04)

☐ AMENDED REPORT

Accident Date			Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene	☐	Left Scene	Police Photos
Month	Day	Year						Accident Reconstructed			
7	11	2019	THURSDAY	18:51	1	0	0				



EDGAR ST

STORM
DRAIN

-----X
In the Matter of the Claim of

NOTICE OF CLAIM

SAVONIA KNOX,
-----X

TO: ROB ROLISON, MAYOR & PAUL ACKERMANN, CORPORATION COUNSEL, CITY
OF POUGHKEEPSIE, City Hall, 3rd Floor, 62 Civic Center Plaza, Poughkeepsie, NY 12601

PLEASE TAKE NOTICE that the claimant herein hereby makes claim and demand
against you as follows:

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

Savonia Knox
480 State Route 299, Apt. 1
Highland, New York 12528

Basch & Keegan, LLP
307 Clinton Avenue, PO Box 4235
Kingston, New York 12402

2. The nature of the claim is:

Negligence on behalf of the City of Poughkeepsie, its agents and employees.

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

On June 6th, 2019 at about 9:40 a.m. in Dutchess County, Town of Poughkeepsie, on South Road at the intersection with River Edge Drive, the employee of the City of Poughkeepsie, Sydney R. Hernandez drove the City of Poughkeepsie's 2010 Mack Dumptruck into the rear of the vehicle being operated by Savonia Knox. The Respondent, City of Poughkeepsie, failed to maintain the Mack dumptruck; failed to maintain the brakes; failed to service it; failed to warn the agent and employee, Sydney R. Hernandez; failed to give adequate distance between him and other vehicles on South Road while operating the vehicle; drove at an excessive rate of speed; failed to timely apply brakes; failed to recognize the limitations of the braking system which he previously complained about; failed to take appropriate evasive action; failed to sufficiently apply brakes; failed to slow down; failed to blow horn; failed to use emergency brake or other mechanism to stop and slow down the truck; therefore, the City of Poughkeepsie, as well as its agent and employee, Sydney R. Hernandez, were negligent in the use, operation and maintenance of the vehicle and caused a motor vehicle collision with the Claimant, Savonia Knox. See attached police accident report.

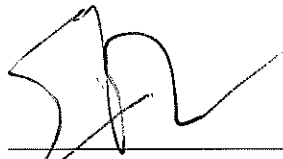
4. The items of damage or injuries claimed are:

Property damage; Claimant sustained cervical/thoracic/lumbar strain/sprain; injury to both shoulders; both legs; back; concussion; intervertebral disc damage; cervical/thoracic/lumbar spine cervicalgia; cervical headaches; migraine; loss of range of motion of the cervical/thoracic/lumbar spine; knees; back; head; anxiety; irritability; unremitting pain; post traumatic stress. Also, the Claimant suffered lost wages; reduced earnings; may need surgery; physical therapy; medical expenses; lost income; lost employment; loss of quality and enjoyment of life; pain; unremitting pain.

That said claim and demand is hereby presented for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

2019 JUL 22 AM 11:26
CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

Dated: July 8, 2019
Kingston, New York



ELI B. BASCH, ESQ.
BASCH & KEEGAN, LLP
Attorneys for Claimant(s)
Office and P.O. Address
307 Clinton Avenue
P.O. Box 4235
Kingston, New York 12402
Tel: (845) 338-8884


SAVONIA KNOX

State of New York}
County of Ulster } ss.:

I, SAVONIA KNOX, am the Claimant in the above entitled action. I have read the foregoing Notice of Claim and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.


SAVONIA KNOX

Sworn to before me this
day of July, 2019.



Notary Public

LORILYNN P. WOJCIEHOWSKI
Notary Public, State of New York
Reg. #4804478
Qualified in Ulster County
Commission Expires February 28, 2023

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

Local Codes

QDTP109MDXNS

☒ AMENDED REPORT

DMV COPY

1		Accident Date		Day of Week		Military Time		No. of Vehicles		No. Injured		No. Killed		Not Investigated at Scene ☐		Left Scene ☐		Police Photos ☒ Yes ☐ No																																																																																																																	
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		VEHICLE 1 ☒ VEHICLE 2 ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN																																																																																																																																	
2		VEHICLE 1 - Driver License ID Number 859007637 State of Lic. NY Driver Name - exactly as printed on license HERNANDES, SYDNEY R Address (Include Number & Street) 70 BUCKINGHAM AVE Apt. No. City or Town POUGHKEEPSIE State NY Zip Code 12601 Date of Birth Month 04 Day 18 Year 1973 Sex M Unlicensed ☐ No. of Occupants 2 Public Property Damaged ☐ Name - exactly as printed on registration POUGHKEEPSIE, CITY,; Sex C Date of Birth Month 12 Day 16 Year 1987 Address (Include Number & Street) 26 HOWARD ST Apt. No. Haz. Mat. Code Released City or Town POUGHKEEPSIE State NY Zip Code 12601 Plate Number AD8912 State of Reg. NY Vehicle Year & Make 2010 MCKT Vehicle Type DUMP Ins. Code 994 Ticket/Arrest Number(s) Violation Section(s)																																																																																																																																	
		VEHICLE 2 - Driver License ID Number 301466351 State of Lic. NY Driver Name - exactly as printed on license KNOX, SAVONIA C Address (Include Number & Street) 480 STATE RTE 299 1 Apt. No. City or Town HIGHLAND State NY Zip Code 125280000 Date of Birth Month 12 Day 16 Year 1987 Sex F Unlicensed ☐ No. of Occupants 1 Public Property Damaged ☐ Name - exactly as printed on registration KNOX, SAVONIA C Sex F Date of Birth Month 12 Day 16 Year 1987 Address (Include Number & Street) 480 STATE RTE 299 1 Apt. No. Haz. Mat. Code Released City or Town HIGHLAND State NY Zip Code 125280000 Plate Number GEH3414 State of Reg. NY Vehicle Year & Make 2011 HYUN Vehicle Type 4DSD Ins. Code 328 Ticket/Arrest Number(s) Violation Section(s)																																																																																																																																	
6		Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit. VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact 1 2 Box 2 - Most Damage 3 Enter up to three more Damage Codes 4 5 Vehicle By BRANDLY'S Towed: To 26 HOWARD ST VEHICLE DAMAGE CODING: 1-13. SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER																																																																																																																																	
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9		Accident Description/Officer's Notes V1 IS A CITY OF POUGHKEEPSIE GARBAGE TRUCK, V2 AND V3 ARE PASSENGER CARS. V2 STOPPED AT RED LIGHT IN CENTER LANE. V3 SLOWING APPROACHING RED LIGHT IN LEFT LANE. V1 SLOWING APPROACHING RED LIGHT IN CENTER LANE. DRIVER OF V1 STATES HE WAS ATTEMPTING TO STOP AT RED LIGHT, BUT HE DID NOT BELIEVE THE TRUCK WOULD BE ABLE TO STOP BEFORE HE STRUCK V2. DRIVER OF V1 ATTEMPTED TO AVOID A DIRECT COLLISION																																																																																																																																	
10		ALL INVOLVED <table border="1"> <thead> <tr> <th></th> <th>8</th> <th>9</th> <th>10</th> <th>11</th> <th>12</th> <th>13</th> <th>14</th> <th>15</th> <th>16</th> <th>17</th> <th>BY</th> <th>TO</th> <th>18</th> <th>Names of all involved</th> <th>Date of Death Only</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>01</td> <td>1</td> <td>2</td> <td>1</td> <td>46</td> <td>M</td> <td>-</td> <td>-</td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td>HERNANDES, SYDNEY R</td> <td></td> </tr> <tr> <td>B</td> <td>02</td> <td>1</td> <td>4</td> <td>1</td> <td>31</td> <td>F</td> <td>6</td> <td>14</td> <td>6</td> <td>9995</td> <td></td> <td>1306</td> <td></td> <td>KNOX, SAVONIA C</td> <td></td> </tr> <tr> <td>C</td> <td>03</td> <td>1</td> <td>4</td> <td>1</td> <td>51</td> <td>M</td> <td>7</td> <td>14</td> <td>6</td> <td>9995</td> <td></td> <td></td> <td></td> <td>PENNINGTON, THOMAS DEW</td> <td></td> </tr> <tr> <td>D</td> <td>01</td> <td>3</td> <td>2</td> <td>1</td> <td>42</td> <td>M</td> <td>4</td> <td>14</td> <td>6</td> <td></td> <td></td> <td></td> <td></td> <td>SARLES, JASON</td> <td></td> </tr> <tr> <td>E</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>F</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>																			8	9	10	11	12	13	14	15	16	17	BY	TO	18	Names of all involved	Date of Death Only	A	01	1	2	1	46	M	-	-	-					HERNANDES, SYDNEY R		B	02	1	4	1	31	F	6	14	6	9995		1306		KNOX, SAVONIA C		C	03	1	4	1	51	M	7	14	6	9995				PENNINGTON, THOMAS DEW		D	01	3	2	1	42	M	4	14	6					SARLES, JASON		E																F															
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11		Officer's Rank and Signature PO <i>J. Sinclair</i> Print Name in Full J SINCLAIR Badge/ID No. 174 NCIC No. 01363 Precinct/Post Troop/Zone Station/Beat Sector Reviewing Officer BRUSCHETTI, M Date/Time Reviewed 06/12/2019 07:47																																																																																																																																	

This is to certify that this document is a true and complete copy of a record on file in the New York State Department of Motor Vehicles, Albany, New York.

Mark J.F. Schneider
COMMISSIONER OF MOTOR VEHICLES

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes

QDTP109MDXNS

☐ AMENDED REPORT

DMV COPY

1		Accident Date Month 06 Day 06 Year 2019		Day of Week Thu		Military Time 09:40		No. of Vehicles 3		No. Injured 3		No. Killed 0		Not Investigated at Scene ☐		Left Scene ☐		Police Photos ☒ Yes ☐ No		20
		VEHICLE 1 ☐ VEHICLE 2 ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN																		
2		VEHICLE 1 - Driver License ID Number 1505890451 State of Lic. NV Driver Name - exactly as printed on license PENNINGTON, THOMAS DEWEY Address (Include Number & Street) 6837 WHITE CRANE CT Apt. No. City or Town LAS VEGAS State NV Zip Code 891396762																		21
3		Date of Birth Month 09 Day 12 Year 1967 Sex M Unlicensed ☐ No. of Occupants 1 Public Property Damaged ☐ Name - exactly as printed on registration PENNINGTON, T D Address (Include Number & Street) 1105 BALSAM DR Apt. No. City or Town NEW WINDSOR State NY Zip Code 12553																		22
4		Date of Birth Month 11 Day 16 Year 1991 Sex Unlicensed ☐ No. of Occupants Public Property Damaged ☐ Name - exactly as printed on registration Address (Include Number & Street) City or Town State Zip Code																		23
5		Plate Number FGC9001 State of Reg. NY Vehicle Year & Make 2014 ACUR Vehicle Type 4DSD Ins. Code 356 Ticket/Arrest Number(s) Violation Section(s)																		24
6		Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit. VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact 1 2 Box 2 - Most Damage 5 4 Enter up to three more Damage Codes 3 4 5 Vehicle By COUNTYWIDE Towed: To WALDEN, NY																		25
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		Accident Description/Officer's Notes WITH V2 BY MOVING INTO THE LEFT LANE WHICH WAS OCCUPIED BY V3. V1 SIDE SWIPED V3 AND THEN REAR ENDED V2. DRIVER OF V1 STATED THAT THE BRAKES IN V1 ARE NOT FUNCTIONING PROPERLY AND THAT HE HAS MADE REPORTS CITING SUCH TO HIS DEPARTMENT. ALL PARTIES DECLINED TO BE SEEN BY EMS. DRIVER OF V2 WAS DRIVEN TO VASSAR BROTHERS HOSPITAL BY A FRIEND FOR A COMPLAINT OF BACK PAIN. DRIVER OF V3																		30
		ALL INVOLVED 8 9 10 11 12 13 14 15 16 17 BY TO 18 Names of all involved Date of Death Only																		
		Officer's Rank and Signature PO J SINCLAIR Print Name in Full J SINCLAIR Badge/ID No. 174 NCIC No. 01363 Precinct/Post Troop/Zone Station/Beat/ Sector Reviewing Officer BRUSCHETTI, M Date/Time Reviewed 06/12/2019 07:47																		

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
MV-104A (6/04)
☐ AMENDED REPORT **DMV COPY**

QDTP109MDXNS

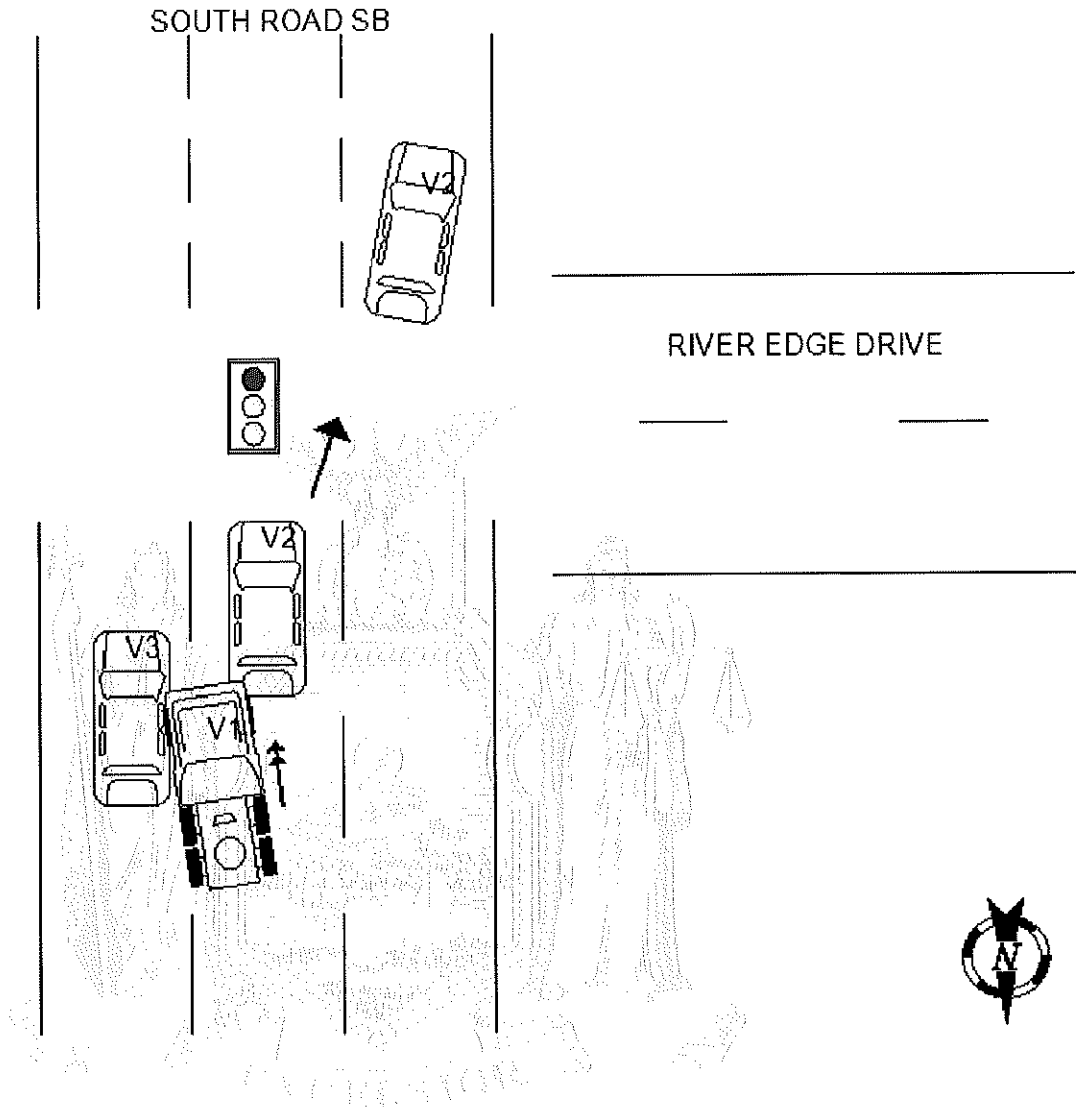
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2	VEHICLE 1 VEHICLE 1 - Driver License ID Number: _____ State of Lic.: _____ Driver Name - exactly as printed on license: _____ Address (Include Number & Street): _____ Apt. No.: _____ City or Town: _____ State: _____ Zip Code: _____					VEHICLE 2 ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN ☐ VEHICLE 2 - Driver License ID Number: _____ State of Lic.: _____ Driver Name - exactly as printed on license: _____ Address (Include Number & Street): _____ Apt. No.: _____ City or Town: _____ State: _____ Zip Code: _____					21
3	Date of Birth (Month/Day/Year): _____ Sex: _____ Unlicensed: ☐ No. of Occupants: _____ Public Property Damaged: ☐					Date of Birth (Month/Day/Year): _____ Sex: _____ Unlicensed: ☐ No. of Occupants: _____ Public Property Damaged: ☐					22
4	Name - exactly as printed on registration : _____ Sex: _____ Date of Birth (Month/Day/Year): _____ Address (Include Number & Street): _____ Apt. No.: _____ Haz. Mat. Code: _____ Released: ☐					Name - exactly as printed on registration : _____ Sex: _____ Date of Birth (Month/Day/Year): _____ Address (Include Number & Street): _____ Apt. No.: _____ Haz. Mat. Code: _____ Released: ☐					23
5	Ticket/Arrest Number(s) : _____ Violation Section(s) : _____					Ticket/Arrest Number(s) : _____ Violation Section(s) : _____					24
6	Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit.					Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit.					25
7	VEHICLE 1 DAMAGE CODING Box 1 - Point of Impact: _____ 1 _____ 2 _____ Box 2 - Most Damage: _____ Enter up to three more Damage Codes: _____ 3 _____ 4 _____ 5 _____ Vehicle By Towed: _____ To: _____					VEHICLE 2 DAMAGE CODING Box 1 - Point of Impact: _____ 1 _____ 2 _____ Box 2 - Most Damage: _____ Enter up to three more Damage Codes: _____ 3 _____ 4 _____ 5 _____ Vehicle By Towed: _____ To: _____					26
8	VEHICLE DAMAGE CODING: 1-13. SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER					ACCIDENT DIAGRAM Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles. 1. Rear End 2. Left Turn 3. Right Angle 4. Right Turn 5. Head On 6. Slideswipe (same direction) 7. Left Turn 8. Right Turn 9. Slideswipe (opposite direction)					27
9	Reference Marker 8 2 0 5 1 1 2 7					Place Where Accident Occurred: County: DUTC ☐ City ☐ Village ☒ Town of: <u>POUGHKEEPSIE, TOWN OF</u> Road on which accident occurred: <u>SOUTH ROAD</u> (Route Number or Street Name) at 1) intersecting street: <u>RIVER EDGE DR</u> (Route Number or Street Name) or 2) _____ ☐ N ☐ S ☐ E ☐ W of _____ (Milepost, Nearest intersecting Route Number or Street Name) Feet _____ Miles _____					28
10	Accident Description/Officer's Notes STATED HE WOULD BE GOING TO AN URGENT CARE CENTER FOR SHOULDER PAIN.										29

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

Officer's Rank and Signature: <u>PO [Signature]</u> Print Name in Full: <u>J SINCLAIR</u>	Badge/ID No.: <u>174</u>	NCIC No.: <u>01363</u>	Precinct/Post Troop/Zone: _____	Station/Beat Sector: _____	Reviewing Officer: <u>BRUSCHETTI, M</u>	Date/Time Reviewed: <u>06/12/2019 07:47</u>
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This is to certify that this document is a true and complete copy of a record on file in the New York State Department of Motor Vehicles, Albany, New York.

Mark JF. Schneider
COMMISSIONER OF MOTOR VEHICLES



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

1. Date Notice was Sent: _____ 1a. Delivered by: _____

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

☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal ☐ Class Change ☐ Method of Operation ChangeFor **New** applicants, answer each question below using all information known to dateFor **Renewal** applicants, answer all questionsFor **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)For **Corporate Change** applicants, attach a list of the current and proposed corporate principalsFor **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocationFor **Class Change** applicants, attach a statement detailing your current license type and your proposed license typeFor **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changesCITY OF Poughkeepsie
CITY CHAMBERLAIN
JUL 23 PM 5:23**This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**3. Name of Municipality or Community Board: **Poughkeepsie****Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: **Stephen Farris**

6. Trade Name (if any): _____

7. Street Address of Establishment: **188 Main Street**8. City, Town or Village: **Poughkeepsie**, NY Zip Code: **12601**9. Business Telephone Number of Applicant/Licensee: **(845) 233-1031**10. Business E-mail of Applicant/Licensee: **steve@fitsocialstudio.com**11. Type(s) of alcohol sold or to be sold: ☐ Beer & Cider ☒ Wine, Beer & Cider ☐ Liquor, Wine, Beer & Cider

12. Extent of Food Service:

☐ Full food menu; full kitchen run by a chef or cook ☒ Menu meets legal minimum food availability requirements; food prep area at minimum13. Type of Establishment: **Restaurant (full kitchen and full menu required)**

14. Method of Operation: (check all that apply)

☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☐ Recorded Music ☐ Karaoke☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel☒ Other (specify): **Year Round Fitness Studio with full menu Social Bar**

15. Licensed Outdoor Area: (check all that apply)

☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure☐ Sidewalk Cafe ☐ Other (specify): _____

☐ Original☐ Amended

Date _____

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

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: **Kearney Realty & Development Group**
23. Building Owner's Street Address: **57 Route 6, Suite 207**
24. City, Town or Village: **Baldwin Place** State: **NY** Zip Code: **10505**
25. Business Telephone Number of Building Owner: **(845) 306-7705**

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

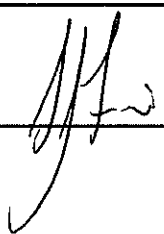
26. Representative/Attorney's Full Name: **Angel Falcon**
27. Representative/Attorney's Street Address: **1436 NY-52**
28. City, Town or Village: **Fishkill** State: **NY** Zip Code: **12524**
29. Business Telephone Number of Representative/Attorney: **(845) 687-3000**
30. Business E-mail Address of Representative/Attorney: **afalcon@falconlaw.com**

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

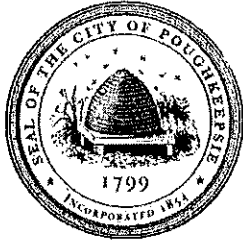
By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.

31. Printed Principal Name: **Stephen J Farris** Title: **Founder & CEO**

Principal Signature: _____



CITY OF PONDICKEEP
CITY CHAMBERLAIN
JUL 23 PM 2:23



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, March 18, 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- All Present

II. REVIEW OF MINUTES:

CCM 12-17-18			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

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

ADD:

VII. MOTIONS AND RESOLUTIONS:

- 1. RESOLUTION R19-42, recognizing the New York State Champion Poughkeepsie High School Varsity Basketball Team.**

Chairwoman Finney: Thank you. At this point we're going to change the agenda order, very briefly and bring forward Resolution 19-42 sponsored by Councilmembers Cherry and Flowers and by me. Ms. Cherry would you like to take it.

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

Councilmember Cherry: So, as you all know the Poughkeepsie High School basketball team are now our 2019 state champion. And not only are these state champions, they were successful in unifying our community. I'm one of the people who have been to almost every game, watch these young men grow up from elementary school. They were in our first class of SABP where Ms. Flowers and Mr. Bennerman and I worked with them in fourth and fifth grade. They're scholars. They're gentlemen and they so deserve this. But it was nice to see the progression throughout the year. We've got more and more fan base.

First of all where are my parents?

There's a lot of parents teen parents where is my team family at. Raise your hands. Give it up for my team family. There's others they're hiding. They don't want to stand.

But it was nice to watch the progression of the people coming together, coming to these games and as we got closer and closer and more people came more people got involved, and it really united all of us. And yesterday was just a fantastic day for the City of Poughkeepsie. Everyone was so proud to be a Poughkeepsie resident yesterday. The Fire Department was out, the Police Department was out, the city was out, and the people were out. The children were out. It was just so nice. And on top of it on top of being number one we haven't been state champions here in Poughkeepsie since 1995 when I was in 11th grade. Twenty four years ago. But for the county it's also been 20 years since 1999. So this was a long time coming and it sends a big message that Poughkeepsie is number one. We're back on top and we're here to stay.

So, what better way to memorialize the effort of these young men these young men and unifying of our community than to officially proclaim March 16th, that was the day they won a championship as "Pioneer Day". Yes Pioneer Day. And that's not only for Poughkeepsie alum. That's Poughkeepsie residents, its people who pick people Poughkeepsie schools. But we're all pioneers once a pioneer always a pioneer and our Pioneer Day from now on. And I'm sure the mayor will plan some great things. We'll wear our blue and white. We'll celebrate our city and we'll come together just like we did yesterday. Does that sound like a good idea?. Should we do it?. I'm going to just briefly read this resolution so we can vote for this and then we'll officially have March 16th as Pioneer Day.

**RESOLUTION
(R19-42)**

**INTRODUCED BY COUNCILMEMBER CHERRY, CHAIRWOMAN FINNEY AND
COUNCILMEMBER FLOWERS:**

**RESOLUTION RECOGNIZING THE NEW YORK STATE CHAMPION
POUGHKEEPSIE HIGH SCHOOL VARSITY BASKETBALL TEAM**

WHEREAS, on March 16, 2019, the Poughkeepsie High School Boys' Varsity Basketball Team won the State Championship in their division, and

Official Minutes of the Common Council Meeting of March 18, 2019

WHEREAS, this Championship is the first state Championship won by Poughkeepsie High School since 1995, and

NOW THEREFORE,

BE IT RESOLVED, that March 16 is hereby designated PIONEER DAY in the City of Poughkeepsie, in honor of the basketball champions and in recognition of the support and pride that all the community has for these student athletes and their classmates, teachers, coaches, families and friends, and be it further

RESOLVED, that in further recognition of the importance of our school community and of our mutual commitment to the schools and their vital significance to the City of Poughkeepsie the Mayor and the City Administrator will organize an annual city-wide observations of a suitable character to commemorate this commitment and the accomplishments of the Poughkeepsie City students, as demonstrated by this 2019 State Basketball Championship; and be it further

RESOLVED, that the first such observation will be held no later than May 30, 2019, and that future PIONEER DAY observations will occur on or about March 16 annually.

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

Councilmember Cherry: Councilwoman Flowers would you like to add?

Councilmember Flowers: I'll just say that attending the games, and I was able to attend some of the games and seen all the encouragement and support on Facebook for these gentlemen. I really appreciate the way the community came out. I'm really proud of these young men how they acted on and off the court and so appreciate their efforts and the efforts of everyone in community. The one thing that I didn't notice and I just wish that this kind of support and encouragement continues on because it's not just what the basketball team it's with our other kids throughout our district. And can you imagine of all the support that we gave our kids that we gave to this team how much things can change in our school district. So I'm just hoping that we continue this momentum and give that same encouragement and support to all our kids and being there for them just in the same way so I just want to add that comment.

R 19-42						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

Councilmember Cherry: So this Saturday at 9a.m. in Glens Falls we play for the Federation. We have never won the federation games. That's a step above the state level that's a tri state area. We play Lincoln Douglas High School and New York City. If you can join us in Glens Falls let's route our boys. Let's go all the way from Federation. Let's go Pioneers.

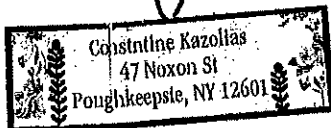
IV. PUBLIC PARTICIPATION: Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda items.

Warren Jones:

Constantine Kazolias 47 Noxon Street

FIRST KUDOS TO THE P.H.S. BASKETBALL TEAM BECOMING NYS CHAMPIONS. NOBODY GAVE IT TO YOU, YOU EARNED IT. HAVING COACHES PUSHING YOU BOTH ON THE COURT AND SCHOOL STUDIES HAVE MADE YOU GUYS COMPLETE. AS PLATO SAID 8/8/8/, BOOKS, SPORTS/SLEEP. LOOKING AT THE SCHOOL DISTRICT WHICH IS #1 ACADEMICALLY, THE OTHER DIRECTIONS, WHY? WHEN THE SCHOOL DISTRICTS ADMINSTRATION CHANGING EVERY FIVE YEARS, THE LATEST BEING THE FIRING DR WILLAMS ALONG WITH THE REST OF THE ASST SUPTS AND KEY ADMINISTRATION PERSONNEL, BEING A JOBS PROGRAM. THE RESULTS APPEAR IN THE SCHOOL DISTRICT BEING #1 ON TOP OF UPSTATE NYS EDUCATIONAL GARBAGE HEAP. TEACHERS WHO HAVE COLLEGE TRAINING IN CERTAIN SUBJECTS SHOULD BE LET TO TEACH AND LEAVE OUT OF THE CLASSROOM THIS POLITICAL EDUCATION ROT. THE THREE BASICS RS, ART/MUSIC WOULD BE A GOOD STARTING POINT. THIS AGENDA ITEM THE COMMON COUNCIL TAKING OVER THE POLICE DEPT, WHEN THE CITY LOOKS LIKE GARBAGE CITY. IT WAS KNOWN AS TREE CITY ONE TIME.FYI, WHAT HAPPENS WHEN THE SHERIFF IS CALLED INTO THE CITY AS IN THE PAST, TRY TELLING THE SHERIFF THE COUNCIL CONTROLS THEM WHICH A CONSTITUTIONAL COUNTY OFFICE. THE CITY SHOULD APPLY FOR GRANT,OR EXPEDITE THESE PERSONAL CAMERAS ON THE POLICE.WHEN THE CITY HAS 66% OF THE COUNTYS SUBSIDIZED HOUSING, SECTION 8 NOT INCLUDED,ALONG WIT THE DUMPING OF OUT OF COUNTY HOMELESS, WHICH SHOULD NE A NYS PROBLEM, HOW CAN THE CITY BREATHE, AND GROW? THE COUNTY HAS NOT ANY INPUT FOR THIS TWO WAY MARKET STREET, ALL I CAN SAY LOTS OF LUCK!!!

Constantine Kazolias 07/65/19



Robert Scores-Bobby's Towing
Laurie Sandow South Grand Avenue
Giancarlo Llaverias
Caroline A. Miller
Satara Brown
Mae Parker Harris
Merrill Sunderland
Geri Willmott
Weldon McWilliams
Janelle Marina Mendez
Larry Johnson
Reverend Edwin Sutton
Carmen McGill
Sheila Drew

Adreas San Merian

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney- And I did want to say that regardless of the shared sentiment of horror and disgust about what has happened there's a lot of work beyond that. A lot of analysis and commitment and I speak for all of us that we do appreciate how much work is involved on all fronts. And I want to thank you and the other clergy for your commitment to a very severe and as Ms. Cherry said a fierce conversation on these on this topic, and I'm very, very sorry that we find ourselves in this situation, again.

Thank you. I have no other comments.

VI. MAYOR'S COMMENTS:

Mayor Rolison- Thank you Madam Chair and I apologize for my voice tonight, and I know it has been said that we certainly have celebrated the success of our Pioneers Basketball team, and I had the opportunity to go to all eight sectional playoff games. And got to know a group of young men by watching what they did on the court for those eight games. And what I think we all have taken from it, especially the families and the people that have followed these boys since they were young children who played basketball together, and heard they played at Pershing Park at one time growing up, is that they never got down. They always were playing as a team even when the games were close and tight and didn't look like it was going to go their way they found a way to keep going and to communicate as a squad. And we find ourselves probably in a very similar situation, I know that I do. I know that I need to listen more. I need to do more than I'm doing right now as the Mayor, to make sure that the community is heard. Not just the group that was here tonight and there were a lot of people here tonight that had a lot of things to say about where we find ourselves right now.

So that is a commitment that I have made before. I will make it again to make sure that everything that I can do as the Mayor, and as Rob Rolison, the city resident, to listen, to help out, and to understand. And today we had the great fortune of announcing a new hire here in the city of Poughkeepsie in conjunction with the county, and that is John Penny who many of us know for all his years in service at the Poughkeepsie Journal as their community and engagement editor. We've now named him as Director of Community Engagement, and John is here.

And John, thank you for coming on for coming on board. And when we were when we were talking today about putting out a press release to let people know that John was here one of the things that we said was and you know it was one of the things that I said was to strengthen government's connection to our residents. So that's not just John's job. That's all of our jobs here in the city of Poughkeepsie and especially mine. And I want to turn the meeting back to you Madam Chair.

VII. MOTIONS AND RESOLUTIONS:

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

**RESOLUTION
(R-19-39)**

INTRODUCED BY COUNCILMEMBER SALEM

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

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

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

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

NOW THEREFORE,

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

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

Official Minutes of the Common Council Meeting of March 18, 2019

R 19-39						
☒ 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	☒	☐	☐	☐

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

**RESOLUTION
R19-40**

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on March 18, 2019 at 6:30 o'clock p.m., local time.

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

PRESENT:

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

ABSENT:

The following persons were ALSO PRESENT:

Commissioner of Finance William Brady

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

REFUNDING BOND RESOLUTION DATED MARCH 18, 2019

**AN AMENDED AND RESTATED RESOLUTION AUTHORIZING THE
 ISSUANCE OF REFUNDING BONDS OF THE CITY OF POUGHKEEPSIE IN**

Official Minutes of the Common Council Meeting of March 18, 2019

AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,500,000
PURSUANT TO THE LOCAL FINANCE LAW AND DELEGATING CERTAIN
POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF
FINANCE

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

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

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

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

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

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

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

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

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

WHEREAS, the 2011 Bonds were dated as of April 20, 2011, have a final maturity date of June 1, 2031, mature serially on the dates and in the amounts set forth at Exhibit A attached hereto and made a part of this resolution, and are subject to redemption on any date on or after June 1, 2018 at a redemption price of par plus accrued interest to the redemption date; and

Official Minutes of the Common Council Meeting of March 18, 2019

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

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

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

Section 1. It would be in the public interest to refund the aggregate outstanding principal amount of the 2005 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law. It would be in the public interest to refund the aggregate outstanding principal amount of the 2006 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law. It would be in the public interest to refund the aggregate outstanding principal amount of the 2007 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law. It would be in the public interest to refund the aggregate outstanding principal amount of the 2008 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law. It would be in the public interest to refund the aggregate outstanding principal amount of the 2011 Bonds by the issuance of the City's refunding bonds pursuant to Section 90.10 of the Local Finance Law.

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

Official Minutes of the Common Council Meeting of March 18, 2019

\$20,500,000 (the "Refunding Bonds") pursuant to the provisions of Section 90.10 of the Local Finance Law.

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

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

Section 5.

- a. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2005 Bonds for the purposes for which the Refunded 2005 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2005 Bonds, based on the average weighted period of probable usefulness, was not earlier than September 1, 2024.
- b. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2006 Bonds for the purposes for which the Refunded 2006 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2006 Bonds, based on the average weighted period of probable usefulness, was not earlier than June 1, 2024.
- c. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2007 Bonds for the purposes for which the Refunded 2007 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2007 Bonds, based on the average weighted period of probable usefulness, was not earlier than June 15, 2023.
- d. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2008 Bonds for the purposes for which the Refunded 2008 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2008 Bonds, based on the average weighted period of probable usefulness, was not earlier than June 15, 2028.
- e. It is hereby determined that the expiration of the maximum period of probable usefulness at the time of issuance of the 2011 Bonds for the purposes for which the Refunded 2011 Bonds were issued, computed from the earlier of the first bond anticipation note or the date of the 2011 Bonds, based on the average weighted period of probable usefulness, was not earlier than June 1, 2031.
- f. The last installment of the Refunding Bonds shall mature not later than the expiration of the remaining period of probable usefulness of the purposes for which the Refunded Bonds were issued, or in the alternative, the weighted average remaining period of probable usefulness of the objects or purposes (or classes of objects or purposes) financed with such Refunded Bonds, in accordance with the provisions of the Local Finance Law.

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

Refunded 2008 Bonds, and the Refunded 2011 Bonds is as shown in the Refunding Financial Plan described in Section 7 hereof.

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

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

Section 9. The faith and credit of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on said bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of the City a tax sufficient to pay the principal of and interest on said bonds as the same become due and payable.

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

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

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

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

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amended from time to time as may be necessary in order to comply with the notice requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 14. The Commissioner of Finance is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the notes authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and, to the extent applicable, to designate the bonds and notes authorized by this resolution as "qualified tax-exempt bonds" for purposes of Section 265(b)(3) of the Code.

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

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

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

Section 18. The validity of said Refunding Bonds may be contested only if:

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

(2) The provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with;

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

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

Section 19. The City Chamberlain is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the Poughkeepsie Journal, a newspaper having a general circulation in the City and hereby designated as the official newspaper of the City for such publication.

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

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

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

The foregoing resolution was thereupon declared duly adopted.

Approved: March 18, 2019

Robert G. Rolison
Mayor

EXHIBIT A

Summary of Aggregate Outstanding Principal Amounts

[See Attached Principal Maturity Schedules]

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

EXHIBIT B

Refunding Financial Plan

[See attached refunding plan schedules]

1. Sources and Uses
2. Refunding Summary
3. Refunding Bonds Pricing Summary including Underwriter's Discount

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4. Refunding Bonds Debt Service Schedule (Semiannual)
5. Summary of Bonds Refunded
6. Escrow Fund Cash Flow
7. Refunding Present Value Analysis by Maturity

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

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

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Common Council held on the 18th day of March, 2019 and entitled:

REFUNDING BOND RESOLUTION DATED MARCH 18, 2019

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

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

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

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

-SEAL-

Deanne Flynn
City Chamberlain

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R 19-40						
☒ 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	☒	☐	☐	☐

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

Councilmember Flowers made a motion to table, **Councilmember Cherry** seconded the motion.

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

(R19-41)

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

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

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

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

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

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

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

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

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

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

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

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NOW, THEREFORE

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

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

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

SECONDED BY COUNCILMEMBER _____

R 19-41			Yes/Aye	No/Nay	Abstain	Absent
☐ Accepted ☐ Defeated ☒ Tabled	Councilmember Salem	Voter	☐	☒	☐	☐
	Councilmember Brannen	Voter	☐	☒	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☐	☒	☐	☐
	Councilmember R. Johnson	Voter	☐	☒	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

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

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

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

1. Background:

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

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

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- a. **Bid Review:** An assessment by Joule of each Competitive Supplier's response to be performed by, or paid for, by Joule. For each Competitive Supplier's response, such assessment will include a determination of (i) the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier, and (ii) whether such supplier has provided a Compliant Bid.
 - b. **Community Choice Aggregation Program:** A municipal energy procurement program that replaces the incumbent Distribution Utility as the default supplier for Default Consumers within the Municipality.
 - c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electricity for customers located in the Municipality in connection with this Program.
 - d. **Compliant Bid:** An electricity supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the Supply Agreement. A Compliant Bid price must be inclusive of fees due to Program Administrator. Compliant Bids must meet one of the following criteria:
 - i. the default bid price is guaranteed to be not less than \$.0005 below the Distribution Utility price for the specified customer class, within the specified utility defined zone, in each calendar month or monthly billing period; or
 - ii. the default price is fixed at a level that is less than the average Distribution Utility price for the same customer class, within the same utility defined zone, over the Preceding Twelve-Month Period (as defined below).
 - e. **Default Consumers:** Residential and non-demand commercial customers of electricity who are purchasing electricity from the Distribution Utility at the time immediately prior to the execution of the Supply Agreement, and will be enrolled in the Municipal Program unless they opt-out.
 - f. **Distribution Utility:** Central Hudson Gas & Electric Corp.
 - g. **Preceding Twelve-Month Period:** For purposes of evaluating a Compliant Bid, the most recent twelve-month period for which the applicable information is available.
3. **Roles and Responsibilities of Joule:**
- a. Joule reaffirms its obligations under the Program Administrator Agreement.
 - b. Prior to execution of the Supply Agreement, Joule will manage the energy procurement bidding process including:
 - i. the notification of prequalified firms seeking to be the Competitive Supplier;
 - ii. the Request for Proposals ("RFP") process from preparation of the content, to publication of the RFP, to management of firms responding to the RFP;
 - iii. the final preparation of the Supply Agreement that will be included in the RFP;
 - iv. the acceptance and secure opening of the responses to the RFP; and
 - v. the Bid Review.
 - c. Joule agrees to fulfill other responsibilities as may reasonably adhere to implementation of the Municipal Program, subject to the Program Administrator's contractual or other legal obligation to act at the direction, and in best interests, of the Municipality.

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4. Roles and Responsibilities of the Municipality:

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

5. Roles and Responsibilities of each Party:

- a. Each Party agrees to execute the Supply Agreement subject to the conditions of review and approval described in this MOU in a timely fashion subject to the condition that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Supply Agreement as determined by the Bid Review, or the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those provided by a creditworthy Competitive Supplier as defined in this MOU, by the Bid Review, and
 - ii. the Competitive Supplier's response to the RFP is deemed a Compliant Bid in accordance with this MOU by the Bid Review.
- b. Each Party agrees to perform its obligations under and otherwise comply with the Supply Agreement if and when executed.

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

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

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

CITY OF POUGHKEEPSIE

Signature of Authorized Individual

By: _____

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Name of Authorized Individual ROBERT G. ROLISON
Title of Authorized Individual MAYOR
Address: 62 Civic Center Plaza
Poughkeepsie, New York 12601
Telephone(s): (845) 451-4200
Email: mayor@cityofpoughkeepsie.com

JOULE ASSETS INC.

Signature of Authorized Individual By: _____
Name of Authorized Individual _____
Title of Authorized Individual _____
Address: _____

Telephone(s): _____
Email: _____
Address for Notices (if different): _____

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Attachments:
Exhibit 1, Electricity Supply Agreement

RESOLUTION

R-19-XX

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

INTRODUCED BY COUNCIL MEMBER SALEM _____:

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

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

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

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

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

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

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

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

SECONDED BY _____

Updates from Joule Assets, as CCA Administrators;

- Conducted extensive public outreach, and meeting with key stakeholder groups, community leaders, and media outlets. See the attached outreach report.
- Pre-qualification of electricity suppliers and collection of indicative pricing through a Request for Qualifications. We received responses from 9 potential suppliers, and have pre-qualified 7. Indicative pricing is promising, though non-binding at this stage. As a result, our goal is to move to RFP to lock in advantageous rates.
- Partnership negotiations with clean energy power plants and developers of local community solar projects. Residents and small businesses in participating communities will be offered clean energy subscriptions providing guaranteed savings on their electric bills.

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

What's attached?

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

Memorandum

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

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

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

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

The Memorandum of Understanding confirms that the City will:

1. Participate in the CCA Program to be managed on its behalf by Joule Assets, Inc. ("Joule") as Program Manager pursuant to an Electricity Supply Agreement ("Supply Agreement"), the form of which is attached to the MOU as Exhibit "1".
2. Agree to execute the Supply Agreement, subject to certain conditions of review and approval as set forth in the MOU and the Supply Agreement.
3. Agree to adhere to the terms and conditions of the Supply Agreement in the event it is executed.

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

1. Joule secures a "compliant bid" as defined in the MOU. Joule will be available to provide information about the compliant bid price to the City Council.
2. A consumer may "opt out" of the CCA Program at any time, without penalty or charge.
3. The electricity supplier is determined as having the creditworthiness and overall financial capability to meet its obligations under the Supply Agreement.

Official Minutes of the Common Council Meeting of March 18, 2019

What is a "Compliant Bid"?

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

Compliant Bids must meet one of the following criteria:

- i. the default bid price is guaranteed to be not less than \$.0005 below the Distribution Utility price for the specified customer class, within the specified utility defined zone, in each calendar month or monthly billing period; or
- ii. the default price is fixed at a level that is less than the average Distribution Utility price for the same customer class, within the same utility defined zone, over the Preceding Twelve-Month Period (as defined in the MOU).



Joule Assets, Inc.

CCA Outreach Report

Hudson Valley Community Power



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

Joule Assets CCA Outreach Report

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Joule Assets CCA Outreach Report

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

Hudson Valley Community Power

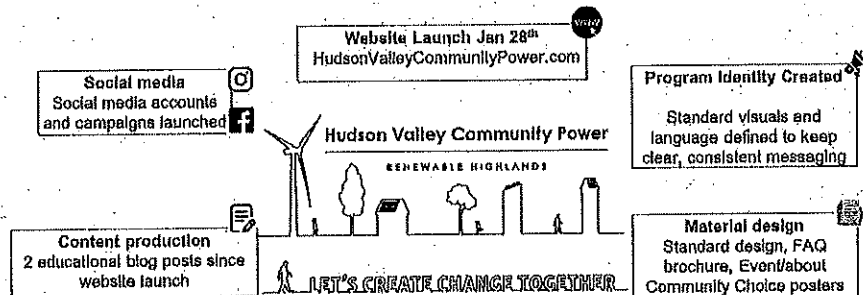
We introduced a comprehensive outreach strategy in Fall 2018, establishing several core performance metrics and targets (see *Goals Achieved* below), and have executed over the last 3+ months supporting Program launch in Spring 2019.

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

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

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

Hudson Valley Community Power Launch Plan



The Local Organizer role continues to be served by Jeffrey Domanski, a dedicated sustainability and municipal consultant formerly of the *Institute of Building Technology and Safety*. Jeff has recently

Official Minutes of the Common Council Meeting of March 18, 2019

Joule Assets CCA Outreach Report

launched a nonprofit effort, *Hudson Valley Energy*, under which the Hudson Valley Community Power local operation is now managed. All participating communities have been notified of this transition, and Program materials have been updated with the appropriate contact information.

Community Leadership

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

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

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

Public Events

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

Official Minutes of the Common Council Meeting of March 18, 2019

Joule Assets CCA Outreach Report

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

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

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

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

Date	Location	Event	Attendees
2/20/2018	Poughkeepsie	Presentation at Common Council meeting	16
3/10/2018	Poughkeepsie	Open House - Family Partnership Center	9
3/14/2018	Poughkeepsie	Presentation at Town of Poughkeepsie Board Meeting	18
3/19/2018	Poughkeepsie	Public Hearing at Common Council meeting - CCA local law approved	17
3/26/2018	Hyde Park	Presentation at Town Board meeting	11
4/19/2018	Poughkeepsie	Presentation at Vassar Temple	9
5/4/2018	Beacon	Progress update at City Council meeting	15
6/7/2018	Philipstown	Progress update at Town Board meeting	28
7/10/2018	Marbletown	Presentation at Town Board meeting	11
6/13/2018	LaGrange	Presentation at Town Board meeting	8
6/13/2018	Saugerties	Presentation at Town Board meeting	23
6/21/2018	Millbrook	Discussion at Community Energy Forum hosted by Cornell Coop. Ext. - Mid-Hudson Heritage Center	35
6/23/2018	Beacon	Open House - Howland Library	6
6/26/2018	Cold Spring	Open House - St. Mary's Parish Hall	12
7/10/2018	Newburgh	Community Solar Event hosted by Joule	28
8/7/2018	NYSERDA Webinar	Presentation on HVCP	105
8/15/2018	CCA + CDG Webinar	Hosted by Joule for communities and local developers	16
9/5/2018	Clinton	Presentation at public education event - Town Hall	5
9/6/2018	Marbletown	Public Hearing at Town Board meeting - CCA local law approved, joined HVCP	9
9/28/2018	Poughkeepsie	Presentation at Vassar College - LifeLong Learning Institute	30
10/4/2018	Cornwall	Hudson Valley Green Drinks	85
10/9/2018	Marbletown	Featured at Community 100% Clean Energy Event	35
10/18/2018	New Paltz	Presentation at Hudson Valley Green Expo - SUNY New Paltz	71
10/29/2018	Fishkill	Open House - Fishkill Recreation Center	45
11/7/2018	Fishkill	Open House - Fishkill Recreation Center	11
11/10/2018	Beacon	Open House - 199 Main St.	5

Official Minutes of the Common Council Meeting of March 18, 2019

Joule Assets CCA Outreach Report

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

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

Press Coverage

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

Joule Assets CCA Outreach Report

Table 3. HVCP Coverage in Local and National Media Outlets

Publication	Type	Date	Description	Links
National Geographic	Unpaid article	1/14/19	"3 Tests the Green New Deal must pass to pass" by Andrew Hawkins	https://www.nationalgeographic.com/environment/2019/02/3-tests-green-new-deal-must-pass-to-work/
Greentech Media	Unpaid article	2/7/19	"A small New York town plans a profitable, 100% renewable energy future" by Tom Konrad	https://www.greentechmedia.com/articles/read/a-small-new-york-town-plans-a-profitable-100-renewable-future#gs.NHWYA0G
Citizenreign	Ad	Spring 19	Upcoming Clean Power Guide Project	See Program Materials
Putnam Co News Recorder	Ads	Nov/Dec 18	1/4 page ad	Described Program, promoted events
Highlands Current	Unpaid coverage	1/23/16-12/11/18	10 distinct mentions	https://highlandscurrent.org/2016/03/23/local-groups-push-green-electric/ https://highlandscurrent.org/2017/03/08/01es-cold-spring-village-bo/ https://highlandscurrent.org/2017/07/15/01iving-in-bulk/ https://highlandscurrent.org/2017/01/28/01eaccon-board-powers-proposal/ https://highlandscurrent.org/2017/02/10/01uclear-reaction/ https://highlandscurrent.org/2017/03/14/0101es-cold-spring-village-bo/ https://highlandscurrent.org/2017/06/07/01eusers-are-response/ https://highlandscurrent.org/wp-content/uploads/2018/06/06-22-18-2.pdf https://highlandscurrent.org/2018/12/14/01equestion-iff-domains/
The Daily Freeman	Unpaid articles	5/17/18, 11/25/2018	Two articles about CCA exploration in Marbletown	https://www.dailyfreeman.com/news/woodstock-town-officials-say-contract-will-reduce-electricity-costs/article_8c2a2bb8-d271-555a-87b4-f43d3f110ee5.html https://www.dailyfreeman.com/news/local-news/marbletown-meeting-will-offer-information-on-bulk-purchases-of-electricity/article_34154422-40d9-11e8-9aa1-b13952cd2fa.html
Poughkeepsie Journal	Unpaid article	11/28/18	"Yes, local communities can act to combat impacts of Climate Change" by Sarah Salemi, Poughkeepsie Council person	https://www.poughkeepsiejournal.com/story/opinion/valley-views/2018/11/28/local-communities-can-act-combat-impacts-climate-change-column/7181644002776cid=1wAht1Vmkx

Joule Assets CCA Outreach Report

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Beacon Free Press	Unpaid letter	1/30/2019	Letter to editor by Jeffrey Domanski	See Program Materials
Pawling Public Radio	Unpaid Interview	4/9/2018 5/26/18	Interviews with Jeff Domanski and Mike Gordon & Charlotte Blinn	https://www.mikcloud.com/PawlingPublicRadio/HudsonValley-green-april-10-2018/ https://www.mikcloud.com/PawlingPublicRadio/HudsonValley-green-june-26-2018/

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

Program Press Releases

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

Total Pickup	Total Potential Audience
140	82,757,635
Exact Match: 140 pickups	Exact Match: 82,757,635 Views per day
Release Views & Hits	Engagement Actions
1,709	22

<https://www.joulecommunity.com/press-releases/city-of-poughkeepsie-selects-joulecommunity-as-administrator-to-drive-cost-savings-and-local-clean-energy-development-on-an-historic-scale/>
<https://www.poughkeepsiejournal.com/story/news/local/2018/12/07/city-of-poughkeepsie-selects-joulecommunity-as-administrator-to-drive-cost-savings-and-local-clean-energy-development-on-an-historic-scale/1166117/>
<https://www.hudsonvalley.com/news/2018/12/07/city-of-poughkeepsie-selects-joulecommunity-as-administrator-to-drive-cost-savings-and-local-clean-energy-development-on-an-historic-scale/>

Jan 18th, 2019 – "Hudson Valley Community Power Launched to Develop Clean, Local Energy for Six Communities in the Hudson Valley"

Total Pickup	Total Potential Audience
158	83,767,420
Exact Match: 158 pickups	Exact Match: 83,767,420 Views per day
Release Views & Hits	Engagement Actions
1,891	32

<https://www.joulecommunity.com/press-releases/hudson-valley-community-power-launched-to-develop-clean-local-energy-for-six-communities-in-the-hudson-valley/>
<https://www.hudsonvalley.com/news/2019/01/18/hudson-valley-community-power-launched-to-develop-clean-local-energy-for-six-communities-in-the-hudson-valley/>
<https://www.hudsonvalley.com/news/2019/01/18/hudson-valley-community-power-launched-to-develop-clean-local-energy-for-six-communities-in-the-hudson-valley/>

Social Media

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

Facebook

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

Daily Reach Jan 24 - Feb 5



141 Page Likes - Feb 8

Total Page Likes as of Today: 141



Joule Assets CCA Outreach Report

Instagram and Program Website

Instagram

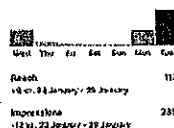
Account launched end December – activity started second week January

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



Discovery ID

117
Accounts reached from 20 posts by 8 February



Notable followers/reshares:

- Town of Marlinton, NY
- Mill House Brewery – 4,956 followers
- Rugs@insaleem (Barah Saleem) - 650 followers
- Poughkeepsie – 2,831 followers
- HVDetraplores – 1,884 followers
- East Fishkill Library – 1,203 followers
- Hudsonvalleyconnect – 1,884 followers
- Newburgh Restoration – 4,863 followers
- Beacon transmitt – 7,252 followers
- A Little Beacon Blog – 3,181 followers

Website

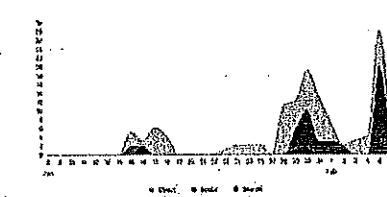
hudsonvalleycommunitypower.com launched publicly Jan 26th 2019

To date:
137 Unique Visitors
320 Page Views
124 Visits



Traffic Sources

Jan 26 - Feb 4, 2019



Program Materials

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

About HVCP Flyer

Hudson Valley Community Power

RENEWABLE HIGHLANDS

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

#HudsonValleyCommunityPower
#LocalEnergyChoice

Hudson Valley Community Power is:

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

LET'S CREATE CHANGE TOGETHER

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

www.hudsonvalleycommunitypower.com

Chris Weisberg
cweis@hudsonvalleycommunitypower.com

Follow us @ HVCP hudsonvalleycommunitypower #LocalEnergyChoice

Renewable Highlands is a 501(c)(3) non-profit organization. Hudson Valley Community Power is a 501(c)(3) non-profit organization.

Joule Assets CCA Outreach Report

FAQ Flyer

What are the risks?

A Community Choice customer enjoys no credit risk and much business security by keeping the local Community Choice rate in the local energy market. If customers ever move, electricity rates will be the Community Choice rate, not the rate of the new utility. If customers ever move, electricity rates will be the Community Choice rate, not the rate of the new utility. If customers ever move, electricity rates will be the Community Choice rate, not the rate of the new utility.

How can I opt out?

When you local utility decides to move forward with the Community Choice program, you will receive an official notice in the mail telling you how to opt out. It is as simple as calling the program administrator's office and letting them know you prefer to stay with your current energy supplier.

How can I ensure that we'll move forward with Community Choice in the Hudson Valley? You can start by contacting your local utility to tell them that you support the effort to save money and promote clean energy. You can also join the movement and help spread the word.

How can I spread the word?

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



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

www.hudsonvalleycommunitypower.org
@hudsonvalleycommunitypower
#LocalEnergyChoice

Come visit us at our community-based, weekly office hours:
Tuesdays • 11:00 am - 12:30 pm • Poughkeepsie, City Hall, 52 Civic Center Plaza
Wednesdays • 11:00 am - 12:30 pm • Beacon, Fire Station 2, 23 W. County Street
Thursdays • 11:00 am - 12:30 pm • Cold Spring, Village Hall, 85 Main Street

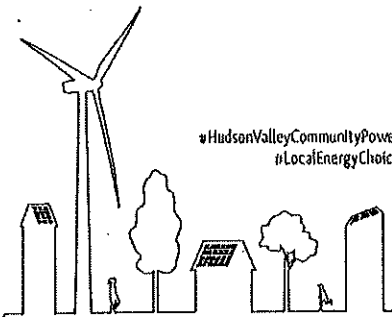
Contact our local organizer:
Glenn H. Hickey, glenn@hudsonvalleycommunitypower.org
Community Choice Hotline 845-859-5099
HudsonValleyCommunityPower.com



Hudson Valley Community Power



RENEWABLE HIGHLANDS



#HudsonValleyCommunityPower
#LocalEnergyChoice

Based on a NYS law, Community Choice is:

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

LET'S CREATE CHANGE TOGETHER

What is Community Choice? And why should I care?

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

So communities (Beacon, Cold Spring, Haverhill, Milltown, the Town of Fishkill, and the City of Poughkeepsie) have formed with Joule Community for Program Initiatives to explore the potential of participating in a Community Choice Program in the Hudson Valley. If that program goes forward, anyone currently getting supply through Central Hudson will get their electricity from the supplier chosen by the participating Community Choice communities, instead of the chosen utility.

FREQUENTLY ASKED QUESTIONS

How does Community Choice work?

A program of voluntary choice with no purchase obligations to install solar panels and other projects. It is a program of voluntary choice with no purchase obligations to install solar panels and other projects. It is a program of voluntary choice with no purchase obligations to install solar panels and other projects.

Is there proof of success?

Yes, Community Choice was piloted in 10 communities in Westchester County in 2016. The pilot program was successful in reducing energy costs and increasing renewable energy use.

Why is it needed in Hudson Valley Community Choice?

Hudson Valley Community Choice is a partnership between the participating communities, the program administrator (Joule Community), and the local utility (Central Hudson Valley Energy) to provide program support to community leaders and residents, ongoing outreach and education, and other needed support services.

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

Yes, unless you have already chosen to get electricity from Joule Supply Company (JSC).

How is Community Choice different from an ESCO?

ESCOs are not typically municipal entities and are not subject to the same regulatory oversight as a utility. They are not subject to the same regulatory oversight as a utility. They are not subject to the same regulatory oversight as a utility.

Are there alternatives?

No. "Alternatives" is a descriptive term used when a person's utility is not the chosen utility. The Community Choice Program is not an alternative to the current utility. It is a program of voluntary choice with no purchase obligations to install solar panels and other projects.

How will it affect me?

If a new electric utility supplier is selected, all customers and small businesses that don't already have a contract with an alternative supplier are automatically added to the program. The only thing that will change on your electricity bill will be the electricity supplier. The town will continue to deliver electricity to your home, business, and other facilities. If you want to opt out of the program, you can do so at any time without any cost or penalty.

Why is this being done?

We're looking for a way to make Community Choice a reality.

- Save money
- Increase use of clean energy sources
- Increase customer power and participation

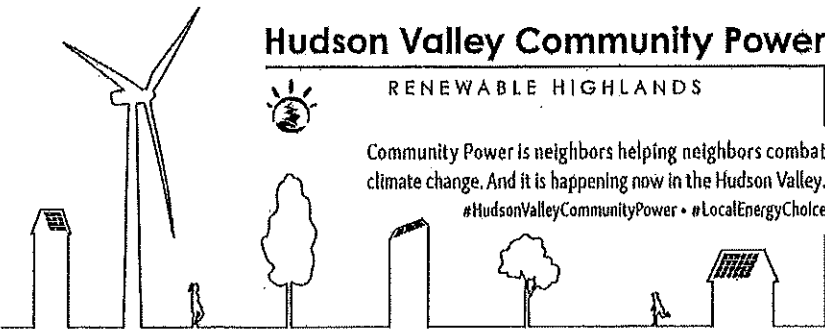
The participating communities are exploring Community Choice to determine if it works for its residents.

What does it cost?

Joule Community and Hudson Valley Energy are working with local cities, towns, and villages to establish a Community Choice program. The program is not a one-time cost. It is a program of voluntary choice with no purchase obligations to install solar panels and other projects.

Joule Assets CCA Outreach Report

Chronogram Ad



Hudson Valley Community Power

RENEWABLE HIGHLANDS

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

Hudson Valley Community Power is:

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

LET'S CREATE CHANGE TOGETHER

Want to get involved? We can help. Check our website or get in touch with the program organizer directly.
www.hudsonvalleycommunitypower.com • Glenn Weinberg glenn@joulecommunity.com
 Follow us   #HudsonValleyCommunityPower • #LocalEnergyChoice

Events to be hosted by the Program partners:




Public Events Flyer

Hudson Valley Community Power



LET'S CREATE CHANGE TOGETHER

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

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

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

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

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

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

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

  Follow us at:
[@hudsonvalleycommunitypower](https://twitter.com/hudsonvalleycommunitypower)
[#HudsonValleyCommunityPower](https://twitter.com/HudsonValleyCommunityPower)
[#LocalEnergyChoice](https://twitter.com/LocalEnergyChoice)

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

Events to be hosted by the Program partners:




Joule Assets CCA Outreach Report

Beacon Free Press Letter to the Editor

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

To the Editor:

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

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

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

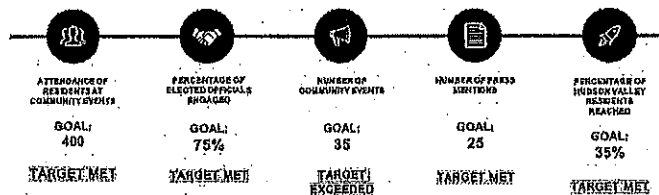
You can learn more about the Program and share ideas with us at one of the many public education, "open house" events we're hosting, or by contacting us directly at CCA@HudsonValleyEnergy.org, calling us at (845) 859-9099, or visiting the www.HudsonValleyCommunityPower.com website, and our Facebook and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

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

Jeffrey Domanski, MPA, LEED AP
Hudson Valley Energy

Goals Achieved

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



Joule Assets CCA Outreach Report

Contact Us

Please direct questions and comments about this report to:

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

2. **FROM DAVID T. WARSHAW**, a notice of property damage sustained on January 26, 2019. **Referred to Corporation Counsel**
3. **FROM PAUL MANISCALCO**, a notice of personal injuries sustained on December 6, 2018. **Referred to Corporation Counsel**
4. **FROM BOBBILYN STURGESS**, a notice of personal injuries sustained on December 10, 2018. **Referred to Corporation Counsel**
5. **FROM TRACY CALABRESE**, a notice of personal injuries sustained on December 10, 2018. **Referred to Corporation Counsel**
6. **FROM ANTHONY J. CUOMO**, a notice of property damage sustained. **Referred to Corporation Counsel**
7. **FROM IMAD ALKHALAFawi**, a notice of property damage sustained. **Referred to Corporation Counsel**
8. **FROM STAR CHRISTIE**, a notice of personal injuries sustained on February 16, 2019. **Referred to Corporation Counsel**
9. **FROM VANESSA AND JOSEPH MICELI**, a notice of personal injury sustained on January 24, 2019. **Referred to Corporation Counsel**

X. **NEW BUSINESS:**

XI. **OLD BUSINESS:**

XII. **ADJOURNMENT:**

A motion was made by Councilmember Cherry and Councilmember Petsas to adjourn the meeting at 10:05 p.m.

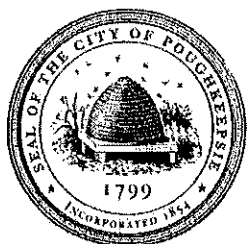
Dated: August 7, 2019

Official Minutes of the Common Council Meeting of March 18, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on March 18, 2019.

Respectfully submitted,

Deanne L. Flynn
City Chamberlain



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, April 1, 2019 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- All Present

Chairwoman Finney changed the order of the meeting to allow for the presentation for Helen Clawson.

II. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

2. FROM COUNCILMEMBER PETSAS, recognizing Helen Clawson.

III. REVIEW OF MINUTES:

Organizational Mtg 1-2-19 and CCM 1-2-19						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

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

ADD:

VII. MOTIONS AND RESOLUTIONS:

3. **RESOLUTION R19-44**, scheduling a Special Meeting on Policing, Crime Reduction and Policing-Community Relations in the City of Poughkeepsie

REMOVE:

VII. MOTIONS AND RESOLUTIONS:

1. **RESOLUTION R19-42**, approving a lease with Verizon for the lease of rooftop space at Hooker Avenue Firehouse and DPW Compound for small cell antennas.
- V. **PUBLIC PARTICIPATION: Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda items.**

Warren Jones 32 North Clover Street

Constantine Kazolias 47 Noxon Street

Earl Brown 5 Merrick Road

Darrett Roberts 148 Franklin Street

Laurie Sandow South Grand Avenue

Jeff Domanski Catherine Street, Beacon NY (Hudson Valley Energy)

Mike Gordon-Joule Assets

Shelia Drew 66 Washington Street

VI. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney-So I was going to say that Sheila's comments were a tough act to follow but Mr. Gordon took care of that for me. Yes, I remember working with Helen on the bus, buses, and every time we had a meeting we were all worked up about how we're going to decide the that and the other thing and Helen would say, but or no. And we always had to work much harder. And of course the results were a lot better. So I join you we all wish her Godspeed and a peaceful passing. Okay, I think at this point I will reserve my comments till we get to the resolutions

VII. MAYOR'S COMMENTS:

Mayor Rolison- I want to thank everyone who had the opportunity to come out to the State of the City this past Thursday. I want to special thank you to Councilperson Johnson for the various shout outs during the State of the City that got me reenergized. Thank you very much for that. As we know the state budget was adopted over the weekend and received an update today from New York Conference of Mayors on some of the particular things. I know we've been sort of interested in here and I'm going to highlight them. The AME funding, which was not cut out of the original proposal from the Governor for cities, but was cut to villages and towns has been restored, but however apparently what is going to happen is the AME funding for villages and towns is going to come out of County Sales Tax. That's where that money is going to come from. And my understanding would be is that that could impact the growth part of the sales tax formula for counties that have it that way where the growth which is shared specifically by the City of Poughkeepsie and the City of Beacon and the county and the towns and villages could be

reduced because part of that sales tax monies are going to go to AME which before this came into the general fund budget for from the state. There was an Internet sales tax which is going to help with the MTA and their Capital Plan. Some more details will be coming out about that. Transportation Aid, which obviously all municipalities were concerned about it. It remains to be seen because apparently they're going to enact a supplemental capital projects bill later this month, which I don't think has ever been done before. What whatever what is hearing is that that's where any increase in chips, our material maintenance reimbursement, and the extreme winter recovery funding will come from Tax Cap was made permanent. The one thing that we were really obviously concerned about here was the additional money that was pledged by the Governor, and has stayed in in the budget bill is an additional 500 Million, made available for drinking water and wastewater infrastructure. Probably primarily through EFC. It already will supplement the 2.5 Billion dollars with the clean water infrastructure act, which we have taken part in. There also is the "Plastic Bag Ban" which has some exceptions which will come into effect in 2020. And what I understand is that counties and cities will have the ability to impose a five cent fee on carry out paper bags, which 40 percent of those proceeds can go back to the county or the city to be used for the purchase of purchasing and distributing reusable bags and the rest of the 60 percent goes to the State Environmental Protection Fund. Those are some of the highlights that came out today from NYCOM and as we continue to get them and as the bill is now really analyzed by NYCOM staff, New York State Association of Counties, Association of the Towns and Villages, they'll be coming out with lots of information on the ramifications of the budget for the rest of the state.

Note there was a memo that was distributed to the Council that came from the City Administrator that came from the County Commissioner of Human Resources, Steve Rector on the qualifications for police officer. We have reached out to them to set up a meeting. I know myself, Councilperson Cherry, Flowers, the Chief, Regina Sweat, our new H.R. Director, I believe, Legislator Randy Johnson from the County we're working on a date now to talk to them about our concerns. They want to hear from municipalities throughout the county on how the exam is currently qualified and there was I had a conversation today as a follow up one of the other things not only does the 60 college credits as we've said and have gone on the record saying definitely inhibits our ability to recruit individuals to take the test. There also is now that we're actually seeing transfers coming in from other jobs that the exam qualifications for all of the counties come into play. Where if you have say an officer from Ulster County who wants to transfer to the city of Poughkeepsie, our minimum qualifications on the exam announcement state you have to have 60 college credits. From what I'm being told, is Ulster County, which did have 60, is dropping down to the high school diploma requirement which would then prohibit them from transferring here. You can go up but you can't go down. And we are now seeing some increased activity and transfers and reinstatements. And that also goes to what we're trying to do with diversifying the ranks because you know you're able to recruit and hire the people that you want to hire in a transfer situation.

So that's just another part of it. And then one final comment Madam Chair just a little bit of information. We have been waiting for and it came out today and I put a copy on everybody's desk and will send electronically as well. The GIVE jurisdictions throughout the state, there are 20 of them. They have the tenure report on crime in those jurisdictions and it's and give is the former project impact which the city has participated in for since impact and now give started

many years ago. And that's called the "Gun Involved Elimination Initiative". And the statistics are very encouraging for all the communities across the state. Crime is down throughout the state of New York and I think that's a bit of a national trend as well and that that's listed in the packet. It's very comprehensive with data. But specifically to the City of Poughkeepsie the total index crimes which are the major categories of crimes since 2009 are down fifty point nine percent. Violent crimes in the city of Poughkeepsie since 2009 are down forty eight point two percent. Robbery is down 71 percent. Assault is down 35 percent. Burglaries are down 69 percent. Larcenies 45. Motor vehicle theft 46. So we're obviously going to be looking into these numbers a little bit a little bit deeper. But this shows a trend that is very encouraging for the city. Also to firearm related crimes are down fifty two point two percent over those same ten years and then you've got all the rest of the statistics here. But I wanted to make sure that you saw that tonight because that came out today.

Thank you Madam Chair.

VIII. MOTIONS AND RESOLUTIONS:

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

Councilmember Salem made a motion to suspend the rules to allow for questions from Mike Gordon, **Councilmember Brannen** seconded the motion.

RESOLUTION

R19-43

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

INTRODUCED BY COUNCILMEMBER SALEM

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

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

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

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

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

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

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

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

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

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

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

1. Background:

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

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

- a. **Bid Review:** An assessment by Joule of each Competitive Supplier's response to be performed by, or paid for, by Joule. For each Competitive Supplier's response, such assessment will include a determination of (i) the creditworthiness of the Competitive

Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier, and (ii) whether such supplier has provided a Compliant Bid.

- b. **Community Choice Aggregation Program:** A municipal energy procurement program that replaces the incumbent Distribution Utility as the default supplier for Default Consumers within the Municipality.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electricity for customers located in the Municipality in connection with this Program.
- d. **Compliant Bid:** An electricity supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the Supply Agreement. A Compliant Bid price must be inclusive of fees due to Program Administrator. Compliant Bids must meet one of the following criteria:
 - i. the default bid price is guaranteed to be not less than \$.0005 below the Distribution Utility price for the specified customer class, within the specified utility defined zone, in each calendar month or monthly billing period; or
 - ii. the default price is fixed at a level that is less than the average Distribution Utility price for the same customer class, within the same utility defined zone, over the Preceding Twelve-Month Period (as defined below).
- e. **Default Consumers:** Residential and non-demand commercial customers of electricity who are purchasing electricity from the Distribution Utility at the time immediately prior to the execution of the Supply Agreement, and will be enrolled in the Municipal Program unless they opt-out.
- f. **Distribution Utility:** Central Hudson Gas & Electric Corp.
- g. **Preceding Twelve-Month Period:** For purposes of evaluating a Compliant Bid, the most recent twelve-month period for which the applicable information is available.

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

- a. Joule reaffirms its obligations under the Program Administrator Agreement.
- b. Prior to execution of the Supply Agreement, Joule will manage the energy procurement bidding process including:
 - i. the notification of prequalified firms seeking to be the Competitive Supplier;
 - ii. the Request for Proposals ("RFP") process from preparation of the content, to publication of the RFP, to management of firms responding to the RFP;
 - iii. the final preparation of the Supply Agreement that will be included in the RFP;
 - iv. the acceptance and secure opening of the responses to the RFP; and
 - v. the Bid Review.
- c. Joule agrees to fulfill other responsibilities as may reasonably adhere to implementation of the Municipal Program, subject to the Program Administrator's contractual or other legal obligation to act at the direction, and in best interests, of the Municipality.

4. **Roles and Responsibilities of the Municipality:**

- a. Municipality abide by its obligations under the Program Administrator Agreement.

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- b. Municipality agrees to establish participation by Municipality in a Community Choice Aggregation Program that will be managed on its behalf by Joule under the terms set for in this MOU, the Program Administrator Agreement, and in the Supply Agreement, if and as executed.
5. **Roles and Responsibilities of each Party:**
- a. Each Party agrees to execute the Supply Agreement subject to the conditions of review and approval described in this MOU in a timely fashion subject to the condition that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Supply Agreement as determined by the Bid Review, or the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those provided by a creditworthy Competitive Supplier as defined in this MOU, by the Bid Review, and
 - ii. the Competitive Supplier's response to the RFP is deemed a Compliant Bid in accordance with this MOU by the Bid Review.
 - b. Each Party agrees to perform its obligations under and otherwise comply with the Supply Agreement if and when executed.
6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of May 31, 2019 or the date on which the Supply Agreement is signed by all three counterparties to the Supply Agreement (i.e., the parties hereto and the chosen Competitive Supplier). Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the Supply Agreement attached hereto as Exhibit 1.
7. **Miscellaneous:** The undersigned represents and warrants that he/she has the authority to enter into this MOU on behalf of the applicable party.

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

CITY OF POUGHKEEPSIE

Signature of Authorized Individual

By: _____

Name of Authorized Individual

ROBERT G. ROLISON

Title of Authorized Individual

MAYOR

Official Minutes of the Common Council Meeting of April 1, 2019

Address: 62 Civic Center Plaza
Poughkeepsie, New York 12601

Telephone(s): (845) 451-4200

Email: mayor@cityofpoughkeepsie.com

JOULE ASSETS INC.

Signature of Authorized Individual: By: _____

Name of Authorized Individual _____

Title of Authorized Individual _____

Address: _____

Telephone(s): _____

Email: _____

Address for Notices (if different):

Attachments:
Exhibit 1, Electricity Supply Agreement

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R 19-43						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

Chairwoman Finney: First for the record and for the public at our last meeting the council was presented with many comments, questions and criticisms as to how we were going to respond to a very painful and shocking incident involving two teenagers and allegations of excessive police brutality. I do want to be sure that the public understands, I'm going to go out on a limb here, but I do think it's important to understand that as painful as this specific incident is the public needs to understand that regardless we will be left with doubts and anxieties. There will be unanswered questions, because the information is under the control of, or the protection of, the family court as to the rights of the young girls and their family, the police officers collective bargaining agreements, and not least, the city's insurance carriers. So the Council is not able to address the public's concerns about this specific incident. Much as we would like to as individuals, as members of the community. That is one of the great sorrows of this event. However, there are things that the council can do, and this resolution, as Ms Flowers has pointed out it's one of a series of public and private responses beginning last year with Ms. Flowers initiatives in her ward for neighborhood meetings about crime and we are planning and are continuing activities that will improve the accountability and public engagement, that will address and resolve appropriate budget and program changes and also very important to begin to rethink our civic priorities. In my opinion we should be shifting away from commercial investment incentives and even deficit reduction and shifting to adequately funded youth services and adequately funded, increase funding for youth services and policing programs. So with that I'm going to turn this over to the nominal sponsor Miss. Flowers, but actually we are all committed to this activity. It's named for Ms. Flowers because I referred to it as Yvonne's Resolution, but it reflects all of our thinking

Councilmember Flowers: So the resolution came about as everyone know that the last meeting I was wasn't feel uncomfortable with the wording of the last Resolution. And so I asked for it to be tabled and so that we can revisit it to look at the wording of it. I was not comfortable with the fact that it was considered an oversight hearing, and I was not comfortable with some of the wording. The undertone of the wording of the resolution. So, I had reached out to other Councilmembers, and reached out and talked to our city administration, and came up with this particular wording for this Resolution, which basically is the same thing we're going to have a meeting on April 29th, actually discussing, the police are going to in my mind to come up before us and do a presentation. And also we had the opportunity to have answering questions and also to get the community engaged. Considering the fact of everything that's going on at this particular point. And even with my own relationships in dealing with the police department I felt that by calling it an oversight hearing in the tone that it was in the other Resolution. I just felt it caused a little bit more attention than I would like to see. And that was my own personal feeling about it and came to find out that there were some other Councilmembers that feel the same way.

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So that's the reason why this came about. And when I put it forward I asked the Councilmembers to review it to see what they felt about it. I didn't realize that my name was going to be placed as the major sponsor of it but it was the majority of Councilmembers that are on this council that actually agreed with this. So I'm just bringing this forward as being able to have this Special Meeting on April 29th again to talk with the Police Department so they can give us their dialogue and give us talk to us about their operations and how their insurance safety. Councilmember Salem has also been holding meetings in her particular ward. I was able to attend there and there was quite a few people that were concerned about some challenges that were coming up and how the police were handling. I hold meetings for the past four or five months with the police department. We've been working very well on some initiatives that some things happening in our ward. So we decided back in February, that we wanted to have a meeting in regards to the police operations, and how to improve the safety in the city of Poughkeepsie. And we all agreed to have a meeting and have it held at some place in the community. And at that particular time we agreed that there wasn't going to be a Resolution, from what I understand. And then after this incident happened a Resolution came about stating about an oversight hearing. But in the meanwhile the police department had already decided that they were going to have this meeting that we originally were going to have in March. So it got a little bit confusing to what was going on here. And I just wanted to bring it back to what we originally decided we were going to do back in February and that was to have this meeting to engage with the police department to have the community involved so we can all be on the same page of what we need to ensure safety in the city of Poughkeepsie. So this is what came out of that.

Chairwoman Finney: I would like to add that for my own purposes I'm looking at the fourth whereas where the meeting will include comments or questions of executive non-governmental experts from members of the community. I would like to, I plan to use that that authorization to bring up some specific proposals for change for additional funding, after I get some input from the city as to whether those ideas are feasible or not, how expensive they would be. So I'm looking and expecting a fairly wide ranging discussion at this meeting.

Councilmember Petsas: So at some point this council is going to have to get our act together. So just a month ago we voted on a new rule that said any last minute additions to our agenda need to be posted to the city's website for the public to be able to comment on them at this meeting. And now again after voting on that rule change that most of us agreed to we have a Resolution that wasn't posted to the to the website as required by the vote that we took a month ago and now it's on our agenda to vote on. And I'm deeply concerned that we make rules a month ago and now tonight we're breaking the rules. The rules that we voted on Ms. Finney said that it had to be posted at least five days prior to this council voting on it to allow the public to comment on it. That's the motion that I made. That was that was a comment by one of the residents that it needed to be posted so that they had an opportunity to talk about it and discuss it. And so you're breaking the rules that we voted on a month ago. So I'm just I just at some point we really have to get ourselves together because you can't go make rules a month ago and break them tonight.

Councilmember Cherry: Do we need a public input on having this special meeting.

Chairwoman Finney: Replied "No". Mr. Petsas quibbling. You're really you're quibbling this a petty objection. We're trying to address a very serious issue and one of the reasons it was delayed was because of the time that Ms. Cherry and Ms. Flowers spent last week meeting with various parties and interests in order to present the resolution that they felt best moved it forward. And it was distributed to the Council on Friday giving everybody the weekend to provide their comments.

Councilmember Cherry: So just some background. So after the incident that that happened Council member Flowers and I have been part of a larger meeting with the clergy, the police department and the mayor's office. We've had three meetings so far. Those meetings are still confidential until the police chief makes a determination. However our most recent meeting didn't occur until the Wednesday after the last council meeting. However our most recent meeting didn't occur until the Wednesday after the last council meeting. So after our first meeting we didn't have any information to share. I believe by the time this this community forum happens we'll have information for the public and again this is not just coming from us it's coming from the clergy, the police department, and the council. And I don't think this special meeting is taking away from any of the things everyone wanted to do to discuss to ask questions. All that's going to be available is just we believe that maybe this is a better format by having a meeting as a as opposed to a hearing now. If this council decides we have a hearing so be it. But I think this meeting is important and it will be the sort of completion of several talks and a means for the community to express their concerns in a productive matter and a means for the police to also relay any information that they can now disclose to the public. So I think we're talking about apples and oranges.

I don't think this is taken away from anything else but this was something that was already in the works and council member Flowers I responded to you Councilmember Brannen's email, and again I'm looking at both and I don't see a huge difference. On top of it this is just requesting a special meaning. On top of it when a council member table votes to table someone to vote Roberts Rules everyone should know this. Someone that votes in a negative can bring back on a resolution at the next meeting and we don't need to have public participation or knowledge. Someone that votes in a negative can bring back on a resolution at the next meeting and we don't need to have public participation or knowledge. So I think this is just a mutation of the last resolution. Paul, would you view it the same that this is a similar this is similar to that it's the same date. It's all we did was change the name from hearing to special meeting.

Councilmember McNamara: My concern with that point that you're making is because this is a very serious issue and concern. I would have been much more comfortable voting on this resolution had it been the same sponsors because what we said at the last meeting matters. People were concerned people on the Council concerned about language. People were concerned people on the Council concerned about language. So we voted to table. I started the conversation during the interim between the last meeting and this meeting. What I would have liked to because we tabled the resolution so we should be voting on it this week that it would have the same sponsors at least some of the sponsors.

Councilmember Cherry: Replied, I agree, it should have been the same sponsors.

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Councilmember McNamara: Understands that there could be conflict. But what this is doing is disregarding what we did last week last week. And what I just said earlier

Councilmember Cherry: And what I just said earlier. No. I just want to rebut that and then it's because I just I just said exactly the same thing that you said. I don't think this is taken away from the last resolution. I ask that we can amend it in. Wait we can do that but council member Flowers initially said she didn't know that she was going to be the sponsor.

Councilmember Flowers: I'm sorry I didn't mean to cut you off but in the e-mail you would state that I asked and I said it can be something that's presented from all of us as councilmembers. I did not realize that my name was on it until I got here.

Chairwoman Finney: I'd like to address. That really is a clerical thing because. I referred to when I asked Miss Flynn, I pointed out I said Yvonne text or Yvonne's email.

Councilmember McNamara: I would have been more comfortable had it been the original sponsors of the resolution and add Ms. Flowers to. And therefore I would be comfortable to voting on a table resolution instead of introducing a new resolution.

Councilmember Brannen: I appreciate all the comments that have been made so far and I do want to thank Yvonne for your advocacy on this issue. And also before I dive into this the substance of it I would say I don't believe that publishing something in advance of the meeting is a small issue. And I also don't think sponsorship is a small issue. So respectfully I disagree on those two points. I do understand why the chair did put Ms. Flowers as the sponsor because you were the one who drafted this language and proposed it. So that makes sense to me that you're listed as the sponsor. This resolution is a different number so legislatively it's a totally different resolution. In addition to having a different sponsor it's a totally different resolution legislatively. I'm seeing our city Chamberlain nod. Is that true.

City Chamberlain Flynn: Yeah I did do a new number because it seemed potentially different.

Councilmember Brannen: This is a new resolution because it has a new legislative number. So according to state law and our local law and our own rules is a different piece of legislation than last time. So this is not taking action on the last resolution that was tabled.

Additionally. So I'm fine with the earlier language, the whereas clauses. The two pieces that I am not in agreement on are first the format that this is a special meeting. So I was one of the sponsors on the last resolution and we put forward a hearing instead of a special meeting because they have a different format and a different legislative purpose from one another. So for those two substantive reasons I would not be in support of this resolution. Now all that said I don't know that these things are even mutually exclusive.

And I wonder I heard Mrs. Cherry refer to this special meeting as a community forum and I wonder if the two approaches could work in tandem with one another. We could have a hearing which would be part of a legislative process and we could have a meeting in the community off site somewhere that will be an opportunity for members of the clergy and members of the public to take on a leadership role on this issue. To my mind, again having worked in two previous

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legislatures as a staff person, there is a very special role for a hearing that is different than a regular meeting, and that takes time to prepare for. And it also allows us more time to go in-depth on an issue and it's a fact-finding endeavor, and it doesn't have to be contentious. It's just part of the routine business of the city council. All councils have these kinds of things.

State Legislature has hearings in that sort of thing on topics that we care about and its part of us educating ourselves before we move forward on a particular policy. And I would just add one thing. We had a town hall meeting on the land bank issue last Monday. That was not an official council meeting. It was not a hearing. It was a town hall meeting and it was mostly to give the members of the public an opportunity to ask questions of people we had invited to participate.

So I could envision if people are feeling willing to compromise today that we could have maybe some of the original thoughts for the first resolution that council member Salem brought up was for a hearing and then we decided maybe we need a community meeting so it seems like we keep going back and forth on this question of format and maybe some of the Councilmembers will be willing to have a community forum in the community but then we could also have a hearing which would serve a different purpose and take on a different format.

Councilmember Cherry: It's my understanding that your resolution wasn't going to be ready until the next Council Meeting. Is that correct. That's from the e-mail chain.

Councilmember Brannen: I wanted to give everyone ample time to respond and I only heard back from two council members so I didn't think it was prudent to put it on today's agenda because we hadn't come to consensus. And I was trying to work in the spirit of consensus.

Councilmember Cherry: So one of the issues that I have with including data is because in our meetings in our conversations with Chief P. the data that was requested chief said he may supply to Councilmember Salem.

Councilmember Salem: That's true. However that doesn't mean it couldn't be.

Councilmember Cherry: No but it was not shared with us or even offered to be shared with us so I was concerned that we were going to pass a resolution and ask for information that one of the members of this body already had. It didn't really make sense to me. So that's one of the reasons why that's taken out.

Councilmember Salem: So that data though requested in the last resolution wasn't the same as the data that I requested in the previous resolution.

Councilmember Cherry: I'm telling you what the Chief has told me. I don't know what you have.

Councilmember Salem: Ok, so just to be clear though for the record the last resolution wasn't requesting the same data that I referred.

Councilmember Cherry: The ten years of data. So we'll have to get the chief here to the next meeting because that's what council member Flowers and I both were told that you were given

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the data that was requested in the resolution. And I just sat back and I waited I said OK if she has this data then when is she going to share it or even offer let us know that you have it. So you don't have it I apologize but if you do I have I take issue with you withholding information.

Councilmember Salem: So the data that I have and I hold which anyone is you know anyone can request and ask for no one's requested it off me and I had made it known that I had received that data was the data that I requested the 10 year comparative data from the crime data statistics report a couple of months ago now. The data that was requested in the resolution that we brought to the last council meeting that was tabled that still lies on the table was completely different data and that's what doesn't appear in this resolution. However that being said I'm in favor of having a public meeting out in the community in addition to having a hearing here in the council chambers.

Councilmember Brannen: Mr. Ackermann, I have a technical question for you. A special meeting, I recall in the charter and in our rules can be called by any three Councilmembers. So that would indicate it does not need a vote of the council or a resolution in order to call a special meeting.

Corporation Counsel Ackermann: Responded, that is correct.

Councilmember Brannen: I would like to motion to table this because any special meeting could be held on the 29th anyway and then we could revisit the other Resolution from last time to explore a potential hearing which would have a more official tone. So I will motion to table this resolution.

Councilmember Salem: Second

Motion Failed 4 (Ayes) 5 (Nayes)

Councilmember Cherry: Like the motion to amend to add my name as a cosponsor and Chairwoman Finney and Councilwoman Johnson and Councilmember McNamara.

Councilmember McNamara: And I would also ask the other two councilmen Brannen and Salem to join this resolution. You can still do the other resolution next week but I would really because this is such a serious issue I really wish we could all just be on this resolution so that we have the meeting and we focus on the issues that we need to focus on regarding this situation.

Councilmember Salem: I feel like we've been playing a game of I'll say pickle ball.

Councilmember Cherry: Stated that there is a motion to amend on the floor. Councilmember McNamara seconded the motion.

Councilmember Randall Johnson: Stated that he think that the content is the more important part of the Resolution, and that is what we are missing. And I don't need my name on the Resolution.

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Councilmember Petsas: belief is that this resolution should not again be on the agenda. We make rules. I'm not going to answer to a yes or no question but I'm going to say that when we make rules and then we break rules. How do you expect anybody else in the city of Poughkeepsie to follow the rules when we make rules and break them in front of a public forum in front of cameras? When we say you know how do you expect anybody else in the city of Poughkeepsie to follow the rules when we make rules and break them in front of a public forum in front of cameras. When we say you know what has to be posted five days ahead of time so the public gets a chance to read it and then we just say you know what we're going to scrap that rule and who cares and the public has a chance to read it. We're going to pull it out and vote on it and shut it down people's throats. No, No, No!

Chairwoman Finney: I repeat, you're quibbling. This is a very important issue and we're all we were doing is setting a meeting date one month in advance. Mrs. Johnson would you like your name.

Councilmember Petsas: It was very important two weeks ago too and we tabled it.

Chairwoman Finney: I have Chairwoman Finney, Councilwoman Johnson, Councilmember McNamara and Councilmember Cherry.

Vote on adding names. Motion Carried: 7 (Ayes) 2 (Nayes)

Ms. Brannen. I would like to make a motion to change the language from special meeting to hearing and then that the notification would have to be changed to ten days, **Councilmember Salem** seconded the motion.

Councilmember Flowers: In the original or in the original resolution it mentioned five days. Why does it change a ten days now?

Councilmember Brannen: It's a law that a hearing has to be noticed 10 days I believe.

Councilmember Flowers: Well the original Resolution that you put forward you put is five days. So that was not.

Corporation Counsel Ackermann: A public hearing has to be noticed ten days in advance. A special meeting only needs five days.

Councilmember Brannen: So we have a motion and a second to change it to a hearing which would then mean it has to be published in advance.

Councilmember Cherry: The motion to table failed and we never voted on this resolution. But a special changing a special meeting to a hearing changes the Resolution. After this I'm making a motion to call the question because I'm not and it's on the table already because I'm not gonna keep playing games.

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Motion to amend the language from special meeting to hearing and then that the notification would have to be changed to ten days, **Councilmember Salem** seconded the motion.

Motion Failed: 4 (Ayes) 5 (Nayes)

RESOLUTION
(R19-44)

INTRODUCED BY COUNCILMEMBERS FLOWERS, LORRAINE JOHNSON,
MCNAMARA, CHERRY AND CHAIRWOMAN FINNEY

WHEREAS, the City of Poughkeepsie Common Council recently approved an agreement with the City of Poughkeepsie Police Benevolent Associations, Inc. designed to improve police retention and recruitment; and

WHEREAS, part of the program included other public safety initiatives such as body-worn police cameras, an improved civilian complaint reporting process, re-establishment of community based policing; and

WHEREAS, the Common Council is desirous of receiving an update, during a Special Meeting, from the Police Chief and Police Command with regard to the police department's efforts on staff retention, crime reduction, diversifying the police force, procuring body cameras, improving upon complaint handling processes, and community relation initiatives; and

WHEREAS, the special meeting will include comments and/or questions of executive, non-governmental experts, and members of the community; and

NOW, THEREFORE, BE IT

RESOLVED, that the City of Poughkeepsie Common Council shall hold a special meeting on Policing, Crime Reduction, and Police Community Relations at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York 12601 at 6:00 p.m. on Monday, April 29, 2019; and be it further

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

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

R 19-44			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☐	☒	☐	☐
	Councilmember Brannen	Voter	☐	☒	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☐	☒	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

IX. ORDINANCES AND LOCAL LAWS:

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. FROM COUNCILMEMBER PETSAS**, a communication regarding the Ice House.
- 2. FROM COUNCILMEMBER PETSAS**, recognizing Helen Clawson.
- 3. FROM ANDREW COSTA**, a notice of property damage sustained on March 25, 2019. **Referred to Corporation Counsel**
- 4. FROM ARIANA PETERMAN**, a notice of property damage sustained on February 19, 2019. **Referred to Corporation Counsel**
- 5. FROM SEAN P. DORRIAN**, a notice of property damage sustained on March 10, 2019. **Referred to Corporation Counsel**

X. NEW BUSINESS:

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Cherry and Councilmember Petsas to adjourn the meeting at 8:40 p.m.

Dated: August 13, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on April 1, 2019

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**