



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Tuesday, January 21, 2020 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- All Present

II. REVIEW OF MINUTES:

Councilmember Cherry: I didn't have a chance to identify, but it was brought to my attention by Ms. Sandow that her comments were not accurately placed on the record, and also that Councilmember Brannen's communication about the land bank was not on the record.

CCM Minutes 1-6-2020						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

NONE

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

**Angela Cromartie-29 Lincoln Avenue
Laurie Sandow-South Grand Avenue**

Official Minutes of the Common Council Meeting of January 21, 2020

Laurie Sandow comments, Common Council meeting, January 21, 2020 — Pg. 1 of 2

On June 17, 2019, my public comments were illegally interrupted by the Common Council chair, working in concert with councilmembers Salem and Brannen. The interruption on that date was made by citing rules that did not exist, while simultaneously violating Council rules that DID exist, not to mention the N.Y. State and U.S. Constitutions. Further, the Sergeant-at-Arms was issued illegal instruction to escort me from the Council meeting, where I was subsequently arrested and charged with disorderly conduct. Councilmembers Petsas and McNamara applauded the ejection; certain other councilmembers were silent witnesses, speaking not a word of opposition.

At the last Council meeting of January 6, 2020, my public comments were again interrupted by repeat offender, and now-new-Council Chair Salem, again violating the Council's own rules. Again, I was threatened with ejection and arrest.

Never mind that on December 31, 2019, after nearly seven months of court appearances for the June arrest, Judge Mora issued a 10-page decision dismissing the charges in the interest of justice. The last paragraph reads, in part: "In view of the foregoing, while this Court has never granted a Clayton Motion in the years serving its judicial term, dismissal of the charges in the furtherance of justice is warranted here. Indeed, denial of the motion would be such an abuse of discretion as to shock the conscience."

Which leads me to ask: is there a member of this Council whose own conscience is shocked by having violated their oaths of office as an active participant or passive witness to these and other illegal Councilmember activities? Will the repeat offenders, and abusers of elected power on this Council, repay the taxpayers for wasting their money?; will they be remanded to restorative justice practices that address their wrongdoing, and provide restitution for the Council's harm to people, relationships, and community?

Official Minutes of the Common Council Meeting of January 21, 2020

Laurie Sandow comments, Common Council meeting, January 21, 2020 — Pg. 2 of 2

It's ironic that Sarah Salem's own website boasts that Salem has "passed important resolutions lobbying for human rights and protecting citizens from unlawful arrest and undue process in our courts." Yet Salem had a direct hand in my unlawful arrest at the June 17, 2019, Common Council meeting, and at least TWICE, if not more, has had a direct hand in issuing unlawful orders and effectuating undue process at Council meetings.

Lastly, concerning the Council's propaganda boast of "service to the community", three minutes' public comment every two weeks is not a "service" by any stretch of the imagination. In fact, three minutes is a message of contempt to members of the public who attend these meetings out of their own concern and energy. Three minutes to speak to agenda items posted at the last minute, or sometimes never posted at all, is an unmistakable message that the public's input is not wanted and just barely tolerated. I'd like to point out that the minutes of the January 6 Council meeting are incomplete. They do not reflect that my public comments were illegally interrupted by the Chair, nor do the January 6 or January 21 packets include Sarah Brannen's (quote/unquote) "update regarding the proposed Land Bank", a "communication" that has never made its way to print.

STATE OF NEW YORK; COUNTY OF DUTCHESS
CITY COURT; CITY OF POUGHKEEPSIE

THE PEOPLE OF THE STATE OF NEW YORK,

-against-

DECISION & ORDER

Docket No. CR-3454-19

LAURIE SANDOW,

Defendant.

Defendant has moved by way of Notice of Motion, dated September 3, 2019, seeking to dismiss the information charging her with disorderly conduct in violation of Penal Law § 240.20(4), in the interests of justice pursuant to C.P.L. §§ 170.30 (1)(g) and 170.40(1), and other forms of relief. Defendant's motion is supported by the affirmation of Ryan R. Sharpe, Esq., Assistant Public Defender, dated September 3, 2019, together with Exhibits A-C. The People have responded to defendant's motion by filing an Affirmation in Answer to Defendant's Notice of Motion, of Nicholas J. Gildard, Esq., Assistant Corporation Counsel, dated September 20, 2019, together with two Exhibits ("Rules of Conduct and Procedure: By-Laws of the Common Council of the City of Poughkeepsie for the year 2019," and a video of the incident). Defendant has filed the reply affirmation of Ryan R. Sharpe, Esq., Assistant Public Defender, dated September 27, 2019, in further support of her motion to dismiss and in reply to the People's opposition. Now, upon reading the motion, the supporting affirmation, reviewing the accompanying Exhibits, and the People's opposition, and due deliberation having been held thereon, this Court now determines the motion as follows:

1) Defendant moves to dismiss the information in the interests of justice pursuant to C.P.L. §§ 170.30 and 170.40(1) on the basis that 1) there is a lack of evidence to support the defendant's guilt; 2) the offense alleged is not serious; 3) the impact of a dismissal will be negligible on the safety and welfare of the community; 4) there was no harm done to the Common Council or the members of the public; and 5) the defendant has no prior criminal history or arrests.

In opposition, the People argue that 1) the charge is serious in that it is punishable by up to fifteen (15) days in jail; 2) that there was harm done as a result of the defendant's actions in that the meeting was disrupted, halted, and adjourned for a period of time because the defendant refused to leave; 3) the People dispute the lack of evidence to support defendant's guilt, highlighting that since the defendant refused to cease speaking despite several requests by the Council Chair, it

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

demonstrates that she intended to cause public inconvenience; 4) the interests of justice would not be served with a dismissal because it would undermine an orderly and efficient meeting, particularly here where defendant was instructed by the Council Chair to stop speaking but repeatedly refused; and 5) the People contend that dismissal would not strengthen the confidence of the public, but would erode away the protections of both the council as a government body and the public at large by rendering rules of procedure meaningless and invite others to disrupt governmental meetings with no consequence.

Criminal Procedure Law §§ 210.40, 170.30(1)(g), and 170.40(1) and *People v. Clayton*, 41 A.D.2d 204 (1973), give a Court the authority to dismiss an information in the interests of justice even though there may be no basis for dismissal as a matter of law, but where it should be dismissed as a matter of judicial discretion by the existence of some other compelling factor, consideration, or circumstance which clearly demonstrates that the conviction or prosecution of the defendant would constitute or result in injustice. *C.P.L. §§ 210.40, 170.30(1)(g) and 170.40(1)*. Although the decision to dismiss an information lies within the discretion of the trial judge, that discretion is not absolute or uncontrolled. *People v. Wingard*, 33 N.Y.2d 192 (1973). The statute states that a court must find some compelling factor, and where a lower court fails to state such compelling factors, dismissal is not warranted. Among the factors to consider both individually and collectively are the following:

- a) The seriousness and circumstances of the offense;
- b) The extent of harm caused by the offense;
- c) The evidence of guilt, whether admissible or inadmissible at trial;
- d) The history, character, and condition of the defendant;
- e) Any exceptionally serious misconduct of law enforcement personnel in the investigation, arrest, and prosecution of the defendant;
- f) The purpose and effect of imposing upon the defendant a sentence authorized for the offense;
- g) The impact of a dismissal on the safety or welfare of the community;
- h) The impact of a dismissal upon the confidence of the public in the criminal justice system;
- i) Where the court deems it appropriate, the attitude of the complainant or victim with respect to the motion;
- j) Any other relevant fact indicating that a judgment of conviction would serve no useful purpose.

C.P.L. § 170.40 (1)(a-j); People v. Rickert, 58 N.Y.2d 122 (1983); *People v. Colon*, 86 N.Y.2d 861 (1995).

People v. Sandow, Laurie
Docket No. CR-3454-19

In deciding a Clayton Motion, it is not necessary to engage in a point by point catechistic discussion of all the factors, but instead, the court should consider the ten (10) factors outlined above both individually and collectively in judging and balancing between the interests of the individual and those of the state. *People v. Gragert*, 1 Misc. 3d 646 (New York City 2003).

There are a very small number of reported cases where motions to dismiss in the interests of justice have been granted. Weighing each of the factors collectively as outlined in the statute, there are several compelling factors before this Court which demonstrate that the conviction or prosecution of the defendant would constitute or result in injustice which favor dismissal of the matter in the interests of justice. The factors and circumstances presented here make this case one of those "rare" and "unusual" cases that "cries out for fundamental justice beyond the confines of conventional considerations." *People v. Gragert*, 1 Misc. 3d 646 (New York City 2003) citing *People v. Insignares*, 109 A.D.2d 221, 234 (1st Dept. 1985) citing *People v. Belge*, 41 N.Y.2d 60, 62-63 (1976); also see *People v. Arbeiter*, 169 Misc. 2d 771 (1st Dept. 1996).

A. The Disorderly Conduct Charge:

When this Court assesses the first three (3) factors set forth in C.P.L. § 170.40(1)(a-c): seriousness and circumstances of the offense, the lack of harm caused by the offense, and the evidence of guilt, it finds compelling factors supporting dismissal in the interests of justice. C.P.L. § 170.40(1)(a-c).

Defendant was charged with disorderly conduct in violation of Penal Law § 240.20(4), a violation. A person is guilty of disorderly conduct when "*with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof; without lawful authority, he disturbs any lawful assembly or meeting of persons.*" Penal Law § 240.20(4).

The People allege that the defendant committed disorderly conduct as follows:

[D]efendant did intend to cause public inconvenience by disturbing a City of Poughkeepsie Common Council meeting, a lawful assembly. The defendant was advised several times by your deponent, who is the Council at Large [sic] and Chair of the City of Poughkeepsie Common Council, to cease speaking during a public speaking portion of the public meeting. The defendant, without lawful authority, was disruptive and continued to speak in a loud voice over your deponent and other members of the Common Council. This continued, prolonged act, caused the meeting to stop and caused public inconvenience. The defendant was then asked several times to leave the building, which she refused to do before she had to be escorted out by the police.

People v. Sandow, Laurie
Docket No. CR-3454-19

Subdivision four (4) of the disorderly conduct statute is designed to, “protect the right to assembly, and thus interdicts a person, with the requisite culpable mental state and “[w]ithout lawful authority,” from disturbing a “lawful assembly or meeting of persons.”” *People v. Malone*, 156 A.D.10, 13 (2d Dept. 1913); *People v. Albra*, 13 Misc.3d 64 (App. Term, 2d Dept. 2006)(defendant convicted of disorderly conduct under P.L. § 240.20(4) where defendant incessantly raised non-agenda items, and antagonized the town board provoking them to engage in heated discussions thereby disrupting the meeting, when the town board meeting rules only permitted speakers to discuss agenda items); *People v. Spiegel*, 181 Misc. 2d 48 (New York City 1999)(releasing crickets at an auction causing people to scream, climb onto chairs, run to exits, and suspend the proceedings, is a disturbance of lawful assembly); *People v. McDaniel*, 172 Misc. 2d 854 (App. Term, 1st Dept. 1997)(where defendant was convicted of disorderly conduct when he and others ascended an altar, spoke loudly in an effort to drown out the liturgy, and approached and crowded parishioners in protest of an anticipated service); see, *People v. Mejia*, 62 Misc.3d 1205(A)(New York City 2018).

When a public body permits the public to speak at its meeting, it cannot then silence a speaker if a member, or even every member of that body, dislikes the content of that speech. While the government has a significant interest in controlling its agenda and preventing the disruption of public meetings of governmental bodies [*People v. Albra*, 13 Misc. 3d 64 (App. Term, 2d Dept. 2006)], speech at these public governmental meetings for discussion of matters involving public concern is entitled to normal First Amendment protections against “general restriction and *ad hoc* parliamentary rulings by presiding officials.” *People v. Albra*, *supra* at 429-30. In other words, even though certain modes of expression may be annoying to others, it does not require that a person forfeit his rights under the First Amendment to make those expressions. *People v. Dupont*, 107 A.D.2d 247, 255-56 (1st Dept. 1985); see *People v. Albra*, *supra*.

Specifically, Article I, Section 8 of the New York State Constitution, provides that, “Every citizen may freely speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of that right; and no law shall be passed to restrain or abridge the liberty of speech or of the press.” N.Y. STATE CONSTITUTION, ARTICLE I, Sec. 8. Only a compelling State interest can justify limiting a person’s First Amendment freedoms. *People v. Dupont*, 107 A.D.2d 247, 254 (1st Dept. 1985) citing *Cantwell v. Connecticut*, 310 U.S. 296, 307

People v. Sandow, Laurie
Docket No. CR-3454-19

(1940). A statute, rule, or regulation must be narrowly tailored to further the state's legitimate interest so as not to impede on one's First Amendment rights, otherwise its terms may be found to be unconstitutionally overbroad. *Id.* The regulation "must be carefully drawn so that the deterrent effect on free speech is no greater than is absolutely necessary to foster the compelling interest necessitating the statute. *Id.* Accordingly, annoyance of speech does not authorize those in power of public governmental meetings to "abandon restraint, unleash a stream of invective, and cause the target to be arrested." *People v. Albra, supra* at 429. "[T]he participation in public discussion of public business cannot be confined to one category of interested individuals. To permit one side of a debatable public question to have a monopoly in expressing its views to the government is the antithesis of constitutional guarantees." *People v. Albra, supra* at 430 citing *Madison Joint School Dist. No. 8 v. Wisconsin Employment Relations Comm'n*, 429 U.S. 167, 175-76 (1976); see *Collinson v. Gott*, 895 F.2d 994 (4th Cir. 1990); *Monteiro v. City of Elizabeth*, 436 F.3d 397, 404 (3d Cir. 2006).

Here, assuming arguendo that the allegations in the information are true, the information is facially insufficient pursuant to C.P.L. §§ 100.40, 170.30, and 170.35, and even with the evidence in the motion, nothing supports a charge of disorderly conduct. This, together with defendant's age, lack of criminal history, as well as the decidedly minor extent of harm caused by defendant's alleged actions, together with the circumstances surrounding the alleged offense - which reveal that the City Council failed to apply the Rules of Decorum uniformly making the actions by the government tantamount to suppression of free speech, both of which were followed by punishment of the defendant for speech the government disliked - support dismissal in the interests of justice.

As a preliminary matter, the Common Council for the June 17, 2019 meeting, publicized and distributed a written agenda that provided for public comment on any non-agenda item, to wit: **"PUBLIC PARTICIPATION: Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda item."** *Emphasis added (Sharpe affirmation, dated September 3, 2019, Exhibit A).* The Chairwoman invited Ms. Sandow to the podium along with another gentlemen who wished to take part in the "public participation" portion of the meeting. Ms. Sandow offered to let the gentleman speak before her, and he obliged. When it came to defendant's turn to address the Council, defendant read from a prepared statement, and only after she was

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

addressed by the Chair to speak. Defendant spoke on a non-agenda item, as was permitted by the agenda. When members of the Council expressed their disapproval of the content of the defendant's prepared statement, they took up arms, certain members deemed the speech impermissible, turned off the microphone silencing her speech, had her removed and arrested. In so doing, the Chair and the Council violated innumerable Rules of the Common Council and defendant's right to free speech.

Importantly, the video supplied by the People establishes that the defendant did not storm into the meeting, but rather waited her turn to be invited up to the table to speak before the Common Council. Defendant began to speak from her prepared statement, but when she was less than a minute into reading it and specifically criticized certain members of the Council, she was immediately met with hostility - catalyzed by members of the Council and the Chair who summarily concluded that her speech was not allowed because it constituted "campaigning." Irrespective of same, defendant flatly disclaimed and outright denied that she was campaigning, and proceeded to read from her prepared statement.¹ Aside from the fact that there is nothing in the Rules supplied to this Court that prohibit campaigning remarks, the Rules also provide that, "No Speaker shall be declared out of order, prevented from speaking or barred from attendance at any meeting because of any disagreement with the Speaker's position or view on any matter, because of the Speakers [sic] identity or because of any disagreement with the content of relevant testimony." *Rule VII (A)*.

In her prepared statement, the defendant highlighted Councilmembers Sarah Brannen's and Sarah A. Salem's recent activities and cited specific alleged unethical behavior. Without a vote, but from what appears to be at the direction of Council Chair Ann Finney, Councilmember Matthew McNamara got up and unplugged the microphone in violation of Rule XVII, which provides that, "*All meetings of the Common Council shall be recorded by means of a audio and/or video recording device*," thereby effectively silencing defendant's words from being audio recorded and breaching their own mandatory Rules of order and decorum. This "turning-off of the microphones" effectively silenced the entire room from being audio recorded, including all Councilmembers - again in breach

¹ At no point did defendant ask people to vote for a particular person, and even if she had, there is nothing in the Rules that prohibits such remarks.

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

of Rule XVII. The video then shows the defendant, who remains seated, continue to calmly speak from her prepared statement into a non-recording microphone. At no point during the silent part of the video does the defendant shake her fists, stand up, or appear threatening. Likewise, the information does not allege such actions by defendant. While the defendant is still seated, the Sergeant-at-Arms stands over her, and at one point defendant is surrounded by the Sergeant-at-Arms, Council Chair Ann Finney, and Councilmember Randall A. Johnson, II. Notwithstanding the fact that she is closely surrounded by three (3) people, one armed with a gun, the defendant remains seated and continues to calmly read from her prepared statement. When the Chair returns to the dais, the Chair is seen on the videotape banging her gavel, but her mouth does not move to indicate words from the Chair's mouth. The defendant is eventually taken by the arm, and escorted out by the Sergeant-at-Arms, removed from the room, and arrested for disorderly conduct, punishable by up to 15 days in jail. Her removal and enforcement of the Common Council's perception of defendant's violation of the Rules were all done without a motion or a majority vote of the Common Council - all in direct violation of Rule VII(2).² As the defendant is escorted out, the video shows Councilmembers Christopher D. Petsas and Matthew McNamara clapping their hands. The microphone is then turned on, and there's a discussion among the Chair and the Councilmembers. Councilmember Natasha Cherry expresses her concern that the Rules of Order and Decorum are not applied all the time or with any uniformity. Councilmember Natasha Cherry states her concern with what appears to be a lack of fairness in applying the Rules of Decorum, and a concern that the Rules only seem to be enforced when it benefits some Councilmembers and not others, to wit: *"If we have rules they have to apply all the time not just when people don't like what someone's saying or not when they are talking about specific people. We have all been attacked up here. . . ."* The Chair acknowledged Councilmember Natasha Cherry's concerns and responds by stating, "Ok, I will come up with something clarifying topics of a campaigning nature to give the Public. . . ." Notwithstanding same, an information charging defendant with disorderly conduct is filed and signed

² Rule VII (2) provides as follows, "The Chief of Police or such member or members of the Police Department as he may designate, shall be Sergeant-at-Arms of the Common Council and shall carry out all orders given by the presiding officer for purposes of maintain[*sic*] order and decorum at the Council meeting. Any member of the Common Council may move to require the Presiding Officer to enforce the rules upon affirmative vote of a majority of the Common Council."

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

by the Chair.

There is no allegation in the information, or evidence in the motion or opposition that the defendant violated the Rules of Decorum which are specifically outlined. The City Common Council Rule VII (4) prohibits shouting, clapping, being unruly, distracting, defaming anyone, intimidating anyone, making personal affronts, lodging threats of violence, using profanity, or behavior that disrupts the orderly conduct of the meeting. In fact, defendant is not alleged to have done any of these things, yet the video shows the meeting disrupted by Councilmembers who unplug the audio recording without motion or authority, reveals Councilmembers clapping when the defendant was removed, and shows them standing imposingly close to her while she was reading from prepared remarks, even though she was invited by the Chair to speak. The information, together with the evidence set forth in the motion and opposition, fails to demonstrate defendant's intent to disturb a lawful assembly - even when this Court looks for inferences it can draw from defendant's actions. Indeed, the most specific allegation in the information was that the defendant, *"without lawful authority, was disruptive and continued to speak in a loud voice over your deponent and other members of the Common Council."* The term "disruptive" is a conclusory term and is not elucidated with facts to draw any inferences. Moreover, a review of the video does not support an inference that the defendant was "disruptive" as that term is described in Rules of Decorum (shouting, clapping, being unruly, distracting, defaming, intimidating, threatening, using profanity, or making any personal affronts).

What is clear is that when certain members of the City Council disapproved of the content of the defendant's prepared statement, they silenced her by disconnecting the microphone and conclusively deemed the speech impermissible. However unsavory the comments were, defendant has a constitutional right to freely speak her sentiments on non-agenda items. The defendant wished to convey a point and irrespective of how unsavory it may have been, she has a right to convey it. The appropriate remedy in this case would have been to wait until defendant exhausted her three (3) minutes to speak on non-agenda items, for the Chair to instruct her to cease speaking, warn her that she may be required to leave the Common Council Chambers if the violation continued, and only if defendant persisted, could she then be removed. *See, Rule VII (7)(a)*. Here, none of this was done or alleged in the information to have been done. The People must demonstrate that the order

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

instructing defendant to stop speaking, "had a legitimate basis and that their enforcement of the Rules did not unlawfully inhibit or circumscribe defendant from engaging in constitutionally or statutorily protected speech. *See generally, People v. Albra, supra* at 429 citing *People v. Leonard*, 62 N.Y.2d 404 (1984). In this matter, the Chair instructed the defendant to cease speaking, but never set forth what rule she was violating - other than shouts that she was campaigning (which isn't prohibited) and which defendant flatly denied. Moreover, based upon the audio of the video that could be heard, what she said did not constitute campaigning, nor did the audio support the allegation that defendant spoke in a loud voice. The information filed with the Court, and evidence supported by the motion and its opposition, fail to demonstrate that the government had a legitimate basis to inhibit defendant's speech at this meeting, while also demonstrating that the selective enforcement of the Rules of Decorum actually circumscribed statutorily protected speech.

B. The purpose and effect of imposing upon the defendant a sentence authorized for the offense; The impact of a dismissal on the safety or welfare of the community; The impact of a dismissal upon the confidence of the public in the criminal justice system.

A conviction for disorderly conduct is punishable by up to fifteen (15) days in jail. The defendant is a sixty-six (66) year old woman who has never been arrested or convicted of anything prior to this incident, and there would be no purpose in imposing such harsh punishment, but would have a grave effect on this particular defendant for an offense where there is little harm.

This Court finds that the Common Council had no authority for restricting the comments made by the defendant, and exceeded its authority by censoring the content of her speech when they turned off the microphone, and not only removed her from the meeting, but pressed charges against her. *See Rule XVII, as amended on 3/4/19*. While speakers expressed various viewpoints directed at members of the Common Council that could have been deemed offensive, it was not until Ms. Sandow made her remarks about alleged unethical behavior of specific Councilmembers who took offense, called for a point of order, silenced her speech, had her removed, and then arrested!

The confidence of the public in the criminal justice system will be strengthened if the members of the community can be assured that the Rules of the Common Council are enforced uniformly, and that certain speech, no matter how annoying, will not be punishable by imprisonment because it is speech that offends or criticizes government officials - for this is the antithesis of constitutional guarantees.

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

In view of the foregoing, while this Court has never granted a Clayton Motion in the years serving its judicial term, dismissal of the charges in the furtherance of justice is warranted here. Indeed, denial of the motion would be such an abuse of discretion as to shock the conscience. *See, People v. O'Grady*, 175 Misc. 2d 61 (1997). Based upon the foregoing, this Court does not reach the other forms of relief sought in defendant's motion.

THEREFORE, based upon the foregoing, it is **NOW**,

ORDERED, that the defendant's motion to dismiss pursuant to C.P.L. §§ 170.30 and 170.40 is **GRANTED**.

SO ORDERED.

Dated: December 31, 2019
Poughkeepsie, New York


FRANK M. MORA
CITY COURT JUDGE

cc: Ryan R. Sharpe, Esq., Assistant Public Defender
Dutchess County Public Defender
Attorney for the defendant
45 Market Street
Poughkeepsie, NY 12601

Nicholas J. Gildard, Esq., Assistant Corporation Counsel
Corporation Counsel's Office
62 Civic Center Plaza
Poughkeepsie, NY 12601

ENTERED this 31st day of December 2019


LORI L. CONNERS
CHIEF CLERK

Laura Foreman-66 Washington Street
Constantine Kazolias-47 Noxon Street

V. MAYOR'S COMMENTS:

Mayor Rolison: Just to let the last speaker know, we have two tow trucks in the City of Poughkeepsie that we own. A wheel lift and a flatbed that we use.

I would like to recognize some employees tonight, who are retiring and they are here in the audience.

Could I have Charles Bennerman, please come up here.

If everybody wants to come up front, we could all have all the council folks come up.

Charles, good to see you, Sir.

We're going to recognize three employees tonight, Charles is first. So as many of you know, Charles has been here for 21 years. And you started in September of 1998 in the transit system. And then in 2017, you moved over to Building, as a code enforcement officer. It's a great story to this. Charles and I first got to know each other shortly after becoming Mayor. And when we were moving our transit system into the County, Charles was the steward, the shop steward for the transit drivers. And that's where I first had the opportunity to meet Charles. And I will tell you, Charles was a strong advocate for the drivers. Charles was a strong advocate for the riders of the system. And Charles was a strong advocate for the City of Poughkeepsie, in general. And while those were certainly difficult, challenging conversations, and being a former union president, I know how you advocate and defend your membership. And Charles, you did it, and you did it well, and you did it professionally. And because of that, we were able to develop a friendship. And when we made sure that all of the drivers in the system were able to transition into other jobs within city government, Charles went to Building, became a Code Enforcement Officer, and was a darn good one. And we are going to miss you here. I know the team downstairs is going to miss you, because when we started in 2016, we had 3 employees in building, and now it's at 6. And we'll talk about that in a minute, when Gary comes up. So I wanted to say that also to Charles that you served under Collette LaFuenta, Nancy Cozean, John Tkazyik, and me, and we are going and we're going to miss Charles. But the good thing is you got a whole other career in retirement, and do whatever you want to do. And congratulations on your retirement. Wish you the best. And thank you for all you did for the city of Poughkeepsie.

Charles Bennerman: I left my speech at home. But I do thank the Mayor and everybody that had a part in this tonight, was asked to come. And I say, well, do I have to make a speech tonight. The person told me no. Well, I guess I'm making a speech anyway. I appreciate everything and I do appreciate all the certain years that I put in with the bus department. And when I transitioned to the Building Department I

wasn't exactly sure how that was going to work out. Had to go back to school and learn, and I can't teach old dog new tricks. So I learn pretty fast and I worked under Gary Beck. My first interview with Gary was kind of a lesson for me. And that first interview, I said, wow, I don't think this guy like me. And so I said, well, you know something? I don't like his haircut. Oh. And anyways, I was I was glad I did it. And Gary helped me a lot. He showed me what to do and I learned a lot. And I take when I first came to the Building Department, I barely knew what a picket fence was. And Gary told me, you know something, after a few months on the job, do you know what you are going to be doing every time you drive down a street? You be looking at a building another house. And so I say, yeah, Okay, sure enough, 3-4 months later. That's what I was doing. And I still do today. So I appreciated this award, and I thank you very much.

Mayor Rolison: You're welcome, Charles.

Mayor Rolison: Okay, Gary Beck. Speaking of the Building Department.

So Gary, too, is also retiring after 21 years. And he came to the city of Poughkeepsie in 1998, when he was hired as the City's Deputy Building Inspector. And then in 2010, he was promoted to Building Inspector. And also during that time, he served under Collette LeFunte, Nancy Cozean, John Tkazyik and myself. And when I was saying about Charles, so when taking office in 2016, I remember one of the very first days that I was here, Gary brought me down to the 2nd floor, and I'll never forget what he had said. He said, you know, at one point, Rob, there were people in all of these offices. And in 2016 there weren't people in many of those offices. We didn't have a planning department. We didn't have Economic Development. And we had three individuals in Building. And what we were able to do with the help of the Council, and the Financial Restructuring Board when we were starting to get aid from other layers of government to help the city rebuild itself. One of the first areas of concern for all of us certainly was Building, Economic Development, and Planning. And now, obviously, we're going to be short two people here. But we had six in building. Now we're down to four, but we'll get back up to six. But we only had three. And we were able to expand that team with additional Building Inspectors and Code Enforcement Officers and then Planning, the first Planning person down there was Paul Hesse, who was a County employee. The second Planning person was Natalie Quinn, who we were able to bring on with Financial Restructuring Board money, and then Economic Development with Paul with Financial Restructuring Board money. And we saw that second floor get repopulated. And the interesting thing was it was the right time because things were really starting to happen here in the City of Poughkeepsie. And we need a fully staffed second floor, and now we have additional Engineering staff down there. So I think it's really what we've seen in four years. And Gary, you've been part of that. You've managed this whole rebuilding of your team and Building is the ability for the City of Poughkeepsie now to respond to the needs of individuals that live here, that need help with Building and building permits and how to go about doing the right things in their homes when it comes to licensing and inspections and also economic development in planning, everybody working together. So the city

grows, but it grows the right way. You know, growth is great, but you got to have smart growth and good growth, not just growth for the sake of growing. Gary, you've been a part of that for 21 years. You're going to be missed. We certainly appreciate everything that you've done. But the good thing is, you're still going to be around. You're in the business, and we look forward to future collaborations with you. Thanks, Gary.

Gary Beck: So there's no prepared speech here. There's one thing, Charles, there's more to Charles's story. Trust me, I'll save that for another day. Twenty one years. Holy cow. I can't believe it. I have nothing else to say. Aren't you guys happy? That's it.

Mayor Rolison: Thank you, sir.

Mayor Rolison: So none of this would be possible. Would you try to grow government, as we did down the second floor with Gary and his team in planning and Paul and Natalie and the other Paul. Engineering enriched the pelican. Bring it back. You got to have a strong fiscal base to do all this, right? You don't have a fiscal base. And if you don't have your fiscal house in order, you can't ask for other individuals to help you attain that goal. So after getting elected in 2015, and being confronted with, as someone coming into office trying to build a team, and figuring out who would be able to come in and do certain tasks. We got lucky. Right off the bat. And a few people had said to me, you should talk to a guy named Bill Brady. And I kind of knew Bill, I met him in the past. But he had a career in Beekman. He had a career in La Grange. He had been here in the City of Poughkeepsie, some years ago, but had gone on to those other municipalities. So and I think it may have been Ronnie Knapp that told me that because Ronnie was going to be the Acting City Administrator at the same time, he was going to be the Chief of Police. And so I remember meeting Bill at the Palace Diner. We had I'm pretty sure it was breakfast and was breakfast or lunch.

Bill Brady: It was grilled cheese. So I must have the lunch.

Mayor Rolison: And I had said to Bill, you know, would you consider coming back, you know, in an acting capacity as Finance Commissioner, as we started our national searches for City Administrator and City Finance Commissioner. And Bill said, yes, but I don't want to overcommit myself. I'm really looking forward to being retired and doing things, and playing more golf, and spending time with Roberta and his family and grandchildren. And I said, no, I mean, you know, we're going to get it. We're going to get a Finance Commissioner in here at some point, Bill, and you can help transition that person in. So when actually Bill why don't you come on up here because you're listening to me from there, you should be standing up here. Yeah, he did. So, Bill comes on and we immediately got to the task of figuring out what our finances were. And the great thing was, was that so many people. Said, Hey, Bill Brady is back. Bill had his relationships with the people in finance and that right off the bat was very calming for all of us and especially me and Ronnie and others, that we knew that we had a steady hand down on the first floor. And then we started to

work on Financial Restructuring Board initiatives where the city had put an application into the FRB in 2015. It wasn't acted upon. We reengaged Albany. They said send it back up. We sent the backup. We had a meeting in Albany. Bill was present for that. We had the Fiscal Advisory Group that Bill was part of. And we were said the FRB said, hey, we're going to take the city on as a client, which gave us the ability to apply for up to 5 Million dollars in aid. We applied for 3 Million. We got 3 Million. At the same time, Bill was looking at Finance and figuring out, you know, how we could retool finance. We had the Finance Commissioner, Marc Nelson. We had Deb McDonald up here as a City Administrator. And Bill was acting in the capacity of helping Marc transition into his job. So then, Deb McDonald wanted to leave to go to Ossining, and we were faced with a decision to make. Well, now what do we do? And it was an easy decision to make Marc Nelson, the Finance Commissioner, now and the City Administrator. And then I went to Bill and essentially said, well, you know, those plans, and try to transitioning out, would you consider really transitioning in as the Finance Commissioner? And I think besides Bill's commitment to the city of Poughkeepsie and living in the city of Poughkeepsie for many years, he and Marc had developed a really great relationship and Bill had really developed a great relationship with members of the council system, with the Finance Committee. There was a team built that I don't think Bill wanted to walk away from. And he didn't even hesitate. And he said, okay, but, you know, at some point in time, I do want to go. I mean, I do want to do the things that I said that I wanted to do when you first talked to me in 2015. So now here we are. We you know, fast forward to 2020, and with the Council's help, a lot of this is so important because we got a Budget Analyst position that we didn't have before. You helped us create our H.R. department. Bill says to me, there's this guy, Brian Martinez. He's one of the. You know, I've interviewed him. He's just there. He's very talented. I think we should hire him. And we did. And Bill said, you know, at some point in time, I'm going to go and we should consider Brian for Finance Commissioner. And Bill wants to go. We consider Brian. Brian is going to be the Finance Commissioner. And Bill gets to transition out like he wanted to do back in 2017. And Bill is going to stay on for a while, in a part time capacity, to help on things. And we talked just the other day about we still have additional money to access from Albany, The FRB. And Bill's relationship with Tim Ryan of the FRB really helped us get that first three million. And now we're going to work on engaging Albany again. But I could go on and on Bill, and I and I don't want to because there was a meeting to have tonight with the council. And I think we're going to plan something to have future accolades given to you in the next few weeks. But really, what you were able to do in the first four years of coming back here and working with everyone in that collaborative, and team approach that was the best part. You know, Bill was downstairs, he was upstairs, he was downstairs, and he was upstairs. The team was all of us, especially with the city Administrator and the Corporation Counsel and Councilmembers, again, getting back to the Finance Committee. That's how we with Bill at the helm were able to turn the City in the right direction. And again, it would not have happened, Bill, if you hadn't said okay over that grilled cheese sandwich in 2015, because really, I don't know what we would have done if you had said no, we would have gone someplace else and maybe we would have been okay. But my feeling was in talking to enough people that

was the right decision. And you gave us the right answer. And we want to thank you very much. And I know just a couple quick things in there. So you are going to officially retire from full-time service on the 31st of January 2020, and that's from your distinguished role as a commissioner of finance to spend more time with his wife, Roberta. She is here. His son Michael is here. So, your two children and your three grandchildren. Well, deserved, Bill Brady, well-deserved. And the good thing is you're not going too far. And that makes us all feel really good. So I'm going to give you this and I'm going to give you this. Thank you, sir.

Bill Brady: Thank you very much. So, first of all, let me say it's been an honor and a privilege to serve you and your Administration over the course of the last four years. I said this in a couple of weeks ago in a Department Head Meeting. And I'll reiterate it. I have had the pleasure of picking being a part of the picking of my two successors. Gentlemen sitting over here to my left, Marc Nelson and now Brian Martinez, sitting there in the front row. And I mean this when I say I think there's probably my two greatest accomplishments for the city. I also thank the Council for the courtesy that you've always shown me. It's been a pleasure working with you. It's been a pleasure working with the Department Heads. I think we've all been a key part of your team, every single person is a Department Head. Two people who are not here tonight that I'd like to thank and give a special mention to, especially for their continued guidance over the four years that I've been here. Regina Pittman and Karen Sorrell, the Human Resource Director and my Deputy Commissioner of Finance. So with that, I'll say thank you and I'll turn it back to you.

Mayor Rolison: Thank you. Bill. I just wanted to say also, too. We have one more retirement. He could not be here tonight. Mike Ianello is retiring after 20 some plus years as the head of our Central Garage, up at DPW. So we wish Mike well as well.

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

Chair Salem: Thank you, Mayor. Congratulations to all of those retiring, and to those incoming. Brian, we're looking forward to working with you in Finance.

And now I will continue to Chairperson's comments.

So at our last Common Council Meeting on January 6th, we passed a Resolution in 20-11, which was a New York State Locality Resolution expressing opposition to the Danskammer Power Plant build out proposal, which is a Memorializing Resolution. And it is a sentiment that us, as a local municipality can choose to send up to the state, to encourage them to do one thing or cannot do one thing. And so that's what we did in the case of the Danskammer Fracked Gas Power Plant.

The following week, I received the letter from the Vice President of Public Affairs for Danskammer, expressing her remorse over the passage of the Resolution, and citing disappointment that I did not contact them so that they could give me the facts on their proposed frack gas build out before bringing the resolution to the floor. I welcome dialogue, and I plan to engage with her, if not only to express that to me the facts are crystal clear, and that is we need to end our reliance on fossil fuels, and that there are a number of alternative

models that could have been investigated by the folks at Danskammer in order to make this swift transition. The Danskammer build out does not even attempt that. Natural gas comes from fracking and fracking wreaks havoc on our ecosystem. As I stated at the January 6th meeting during the introduction of the Resolution, the Danskammer plant build out will release a significant increase in air pollutants locally and regionally that will negatively impact the health of City of Poughkeepsie residents. Natural gas fired power plants also releases radon, which is a naturally occurring radioactive material, and it is the leading 2nd leading cause of lung cancer in the United States. So, you know, in addition to the increased carbon gas emissions, methane emissions, which are even more dangerous than carbon dioxide. And so I'm proud, actually, that the City of Poughkeepsie, and the Common Council voted in favor of sending up moralizing resolution in opposition to the Danskammer power plant and join the ranks of Kingston, New Paltz, Rosendale, Beacon, Cold Spring, Phillips town, and the city of Newburgh. And you know, I expect that it might not land well with those who operate the facility.

Second, a comment on a matter that has been before a few different boards here in the City of Poughkeepsie, and that I know that members of the public and members of the Council are or have been waiting in anticipation to learn more about.

And that is the development proposed for 36 North Clover Street. We did receive an appeal from Pelton Partners LLC, and they're appealing us, the Council, to decide whether or not the decision of the historic district in Landmark Preservation Commission as it relates to the proposed development authority, 36 North Clover Street, which is the site of Pelton Manor, is sound. And so now it is up to us, the Common Council, to decide to either uphold the decision of the HDLPC or to issue, an override. And so in that process of our determination, we will review the record that has been created through the HDLPC's review of the project. We will use the same criteria that the board regularly uses to issue or not issue a Certificate of Appropriateness, and understand the decision that the commission came to, according to their interpretation, to the best of our ability as the common council. The record is dense, and so we'll likely need around two weeks to digest it. Once we are able to review all the pieces that I mentioned above, we plan to call two special meetings. At the first meeting, the HDLPC and Pelton Partners LLC will each have an opportunity to give testimony, and will have an opportunity to answer questions from us. Then we will have a public comment period where members of the public will have an opportunity to comment on the on the criteria used by the commission, and the criteria alone. And then the meeting will be conducted like a hearing, like a legislative hearing. It will have special rules. And at the end of that meeting, we will adorn to a date specific, which will be the second meeting that we will hold. That would be another special meeting. At the second Special Meeting, we as the council, after having convened and after having been able to digest the information that we were able to gain from the first meeting will make comment and we will offer our determination. And so we can expect to see meeting dates, times, the rules and much more information available soon, and will occur within the next three to four months, or so. And that information will be announced here in the common council chambers. It will be available on our website, Cityofpoughkeepsie.com, Facebook and by any other means necessary.

And that concludes my comments.

VII. REPORTS OF COMMITTEES AND BOARDS:

NONE

VIII. MOTIONS AND RESOLUTIONS:

Chair Salem recused themselves from Resolution R20-12, due to a conflict of being a member of the Board of the Mid-Hudson Heritage Center d/b/a Fall Kill Creative Works.

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

**R E S O L U T I O N
(R20-12)**

INTRODUCED BY COUNCILMEMBER MENIST

WHEREAS, the City of Poughkeepsie is the owner of property located at 635 Main Street more commonly known as the Glebe House; and

WHEREAS, since 2016 the Glebe House has operated as a cultural center and historic building by the Mid-Hudson Heritage Center d/b/a Fall Kill Creative Works; and

WHEREAS, the current license agreement with Mid-Hudson Heritage Center d/b/a Fall Kill Creative Works has expired and the parties are desirous of renewing the agreement for an additional three (3) years; and

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

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby approves the renewal of the License Agreement in form and substance as attached hereto; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into an amended license agreement for the above mentioned operation provided such agreement contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and the Corporation Counsel shall deem appropriate, and the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

LICENSE AGREEMENT, made this ____ day of January, 2020, **BETWEEN** the **CITY OF POUGHKEEPSIE**, a municipal corporation, organized and existing under the Laws of the State of New York, having its principal office at Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter referred to as the “**LICENSOR**”, and **MID-HUDSON HERITAGE CENTER, INC. d/b/a FALL KILL CREATIVE WORKS**, having its principal office at 485 Main Street, Poughkeepsie, New York 12601, hereinafter referred to as “**LICENSEE**” for use of the premises located at 635 Main Street, Poughkeepsie, New York.

WITNESSETH:

LICENSOR hereby licenses to the **LICENSEE** the use of following premises for the following purpose:

The Building at 635 Main Street (The Glebe House)

WHEREAS, the **LICENSOR** is the owner of the premises located 635 Main Street in the City of Poughkeepsie, New York; and

WHEREAS, LICENSOR desires to use the premises for educational and cultural visitor center and make the same available to the public using this premise; and

WHEREAS, LICENSEE desires to operate and manage the aforesaid visitor center; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

1. **LICENSOR** hereby grants to **LICENSEE** and **LICENSEE** hereby accepts from the **LICENSOR** a license to manage and operate for the period herein stated and subject to all the terms and conditions herein contained, the following described license for the privilege of operating the visitor center at the premises located at 635 Main Street Poughkeepsie, New York. It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the premises and no part thereof shall be interpreted as being any form of lease.

This agreement shall be for a term of three (3) years to commence the day this Agreement is fully executed and continuing three (3) years therefrom to be used and occupied by **LICENSEE** for educational purposes upon the following terms, conditions and covenants.

2. The **LICENSEE** shall pay the annual rent of \$1.00 due at the execution of this agreement and annually upon the automatic renewal of the license term as set forth above.

3. The term of this license agreement shall be for three (3) years unless terminated earlier by LICENSOR at its sole discretion.
4. It is understood that **LICENSEE**, upon taking occupancy of the Premises, will be operating a visitor and cultural education center. Licensee's use of the premises, and this agreement, is subject to all applicable governmental law, rule and regulation concerning the operation of such a facility. **LICENSEE** shall be solely responsible for complying with all such laws, rules or regulations at its sole expense. In the event that **LICENSEE** is unable to or does not comply, then this license agreement shall terminate upon thirty (30) days notice to Licensee.
5. The **LICENSEE** shall take good care of the premises and shall, at its own cost and expense, keep the interior of the premises neat, clean and orderly; and at the expiration of the term, **LICENSEE** shall deliver up the premises in good order and condition, normal wear and tear excepted. Nothing in this article or elsewhere in this agreement shall imply any duty upon the part of **LICENSOR** to do any work; and performance thereof by Licensor shall not constitute a waiver of Licensee default in failing to perform the same.
6. The **LICENSEE** agrees to be responsible for payment for electricity, water, sewer, garbage, maintenance and repair of the premises. **LICENSOR** shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or any person or to the Premises caused by or resulting from the lack of such utility.
7. The **LICENSEE** shall be liable and responsible for any and all utility and heating costs attributable to the building and its operation thereof. **LICENSEE** shall further obtain its own service contracts in connection with such systems located upon the subject premises.
8. The **LICENSEE** shall provide for all standard painting, maintenance and repair work for both the interior and exterior of the premises. The **LICENSOR** will consult with the **LICENSEE** concerning the execution and funding of any and all restoration projects and capital improvements as such projects and improvements are desired by the **LICENSEE** or necessary to comply with state and local building codes and historic preservation laws. All work will comply with the Secretary of the Interior's Standards for Restoration, consistent with the property being listed on the National Register of Historic Places and such standards as are imposed on the premises by reason of its landmark status under local law.

9. The **LICENSEE** shall maintain the lawn and trees on the premises in good condition. The **LICENSEE** shall neither encumber nor obstruct the sidewalks around said premises; and **LICENSEE** will keep the same free and clear from ice and snow. **LICENSEE** shall be responsible for arranging for garbage collection for the premises.
10. The **LICENSEE** shall carry liability insurance in the sum of \$1,000,000.00 and also fire insurance and shall cause the **LICENSOR** to be named on policies as “named insured”. Said insurance shall be maintained during the entire term of this Agreement.
11. **LICENSEE** acknowledges that it is fully familiar with the Premises and the physical condition thereof. **LICENSEE** accepts the Premises in the existing condition and state of repair, and **LICENSEE** agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of **LICENSOR** in respect of the Premises, the physical condition thereof, or the use that may be made of the Premises, that **LICENSEE** have relied on no such representations, statements or warranties, and that **LICENSOR** shall in no event whatsoever be liable for any latent or patent defects in the Premises.
12. **LICENSEE** is responsible for compliance with current and future historic preservation requirements arising from the historic preservation law (as amended from time to time) of the City of Poughkeepsie. This includes the requirement that the owner of a landmark building must obtain a certificate of appropriateness and comply with design and material requirements imposed by the Historic District and Landmark Preservation Commission for any repairs, maintenance, alterations, and restoration of the landmark Glebe House.
13. **LICENSEE** is fully responsible for making application to the Historic District and Landmark Preservation Commission for all permits and approvals necessary under the local historic preservation law and for costs of compliance with rulings of the Commission and conditions of permits and approvals.
14. **LICENSEE** is fully responsible for complying with all laws, state and local, regulating the use of the Glebe House, including the state law that public park land must be used for public park purposes, unless approved for non-park use by the state legislature.
15. **LICENSEE** hereby indemnifies and holds **LICENSOR** harmless from and against any liability arising from **LICENSEE’S** negligent acts, omissions or errors in connection with its activities under this agreement. **LICENSEE** covenants and promises that it shall be solely responsible for providing coverage to the personnel employed hereunder for Disability and for Worker’s Compensation.

16. **LICENSEE** shall provide to **LICENSOR**, at **LICENSOR'S** request, such supporting documentation as **LICENSOR** shall reasonably require, and evidencing **LICENSEE's** compliance with the terms of this agreement.
17. The **LICENSEE** shall not permit sub-occupancies in the within premises or any part thereof or make any alterations on the premises without the **LICENSOR'S** consent in writing; or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture.
18. The **LICENSOR**, its agents or representative, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of inspecting the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof and also for the purpose of providing heat to said premises if the **LICENSEE** has not made necessary repairs. In addition, the Building Inspector may make routine inspections of the building upon reasonable notice to **LICENSEE**.
19. In the event structural repairs in excess of Ten Thousand (\$10,000) Dollars become necessary by fire or other casualty damage or loss in excess of \$10,000 occurs during the term of this Agreement, and **LICENSEE** fails to make such repairs after demand by **LICENSOR** to make such repairs, the **LICENSOR** shall have the sole option to repair or instead may elect to terminate this Agreement upon ninety (90) days written notice to the **LICENSEE** and charge the cost of repairs, to **LICENSEE** as additional rent. Upon receipt of such notice, the **LICENSEE**, within thirty (30) days from the date thereof, may elect to make such repairs costing in excess of \$10,000 at its own cost and expense and in the event they notify the **LICENSOR** of such election in writing, this Agreement shall continue for the term hereof. The structural repairs as used herein shall include all repairs commonly designated as structural and shall be inclusive also of the heating system, plumbing system and electrical wiring, and further, that the **LICENSOR** shall not be responsible to **LICENSEE** for any damages caused by any failure thereof.
20. Should **LICENSOR**, in its sole judgment, decide that **LICENSEE** is not operating the license herein granted in a satisfactory manner, then **LICENSOR** may terminate this license by notice in writing, immediately effective on mailing, the license to terminate as though it were the time provided in this license, all right of **LICENSEE** therein shall be forfeited without any claims for damages, compensation, refund of his investment, if any, or any other payment whatsoever against **LICENSEE**.
21. Either the **LICENSOR** or the **LICENSEE** in actual occupancy may cancel this Agreement upon notice in writing given and delivered ninety (90) days prior to the

effective date of cancellation. Such notice may be hand-delivered or transmitted by registered mail, return receipt requested, to the address of the parties set forth in this Agreement or otherwise as the parties may from time to time designate in writing.

22. If default be made in any of the covenants herein contained, then it shall be lawful for the **LICENSOR** by summary proceeding to terminate, repossess, re-enter and occupy, with **LICENSEE** responsible for **LICENSOR'S** costs of enforcement.
23. **LICENSEE** at the expiration or sooner termination of this license shall quit and surrender the licensed premises and all property thereon.
24. This instrument shall not be a lien against said premises, and **LICENSEE** shall not create or permit to be created any lien, encumbrance or charge upon the Premises or any part thereof or the income there from, except as otherwise provided herein, and **LICENSEE** in no event shall suffer any other matter or thing whereby the estate, rights and interest of **LICENSOR** in the Premises or any part thereof might be impaired, except as otherwise provided herein.
25. The failure of the **LICENSOR** or the **LICENSEE** to insist upon a strict performance of any of the terms conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the **LICENSOR** or **LICENSEE** may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.
26. The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon its respective successors and assigns.
27. Should **LICENSEE** find itself unable to comply with any obligation of this license agreement, **LICENSEE** should consult with the appropriate City agency to identify available means of avoiding default.
28. This document represents all of the agreement between the parties and may not be changed or amended unless in writing and signed by both the parties hereto. This agreement may not be assigned by either of the parties, without the consent of the other, which consent may be withheld in the sole discretion of the party.

IN WITNESS WHEREOF, the parties have or caused these presents to be executed by their respective officers on the day and year first above written.

Official Minutes of the Common Council Meeting of January 21, 2020

CITY OF POUGHKEEPSIE

Mid-Hudson Heritage Center, Inc.
d/b/a Fall Kill Creative Works

By: _____
Mayor Robert Rolison

By: _____
Kate Mitchell, Executive Director

R20-12						
☐ Accepted ☒ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☐	☒	☐	☐
	Councilmember Cherry	Voter	☐	☒	☐	☐
	Councilmember R. Johnson	Voter	☐	☒	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☒	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☐	☐	☐	☐

IX. ORDINANCES AND LOCAL LAWS:

**THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED “TOWING OF VEHICLES FROM PRIVATE PROPERTY”
(O-20-01)**

INTRODUCED BY COUNCILMEMBER PETSAS

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

SECTION 1: Section 13-309.1 of Article XX of Chapter 13 of the City of Poughkeepsie Code of Ordinances entitled “**TOWING OF VEHICLES FROM PRIVATE PROPERTY**” is amended as indicated in the proposed ordinance attached hereto.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____.

Article XX

Towing of Vehicles from Private Property

Section 13-308 **Statement of policy.**

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 1; Ord. of 5-29-2001, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) The City of Poughkeepsie Common Council has received numerous complaints asserting abusive business practices by persons engaged in the towing of vehicles from private property. Without limiting the generality of the preceding statement, the City of Poughkeepsie has received complaints asserting that vehicles are towed without proper notice or warning, that vehicles are towed notwithstanding the presence of owners or operators of vehicles who are willing and prepared to voluntarily remove the vehicles from the private property on which they are parked, that fees imposed for towing are excessive, that vehicles are towed to storage locations without identification of the storage location by the person undertaking the taking and that persons undertaking the towing have improperly demanded releases from liability as a condition of physically returning possession of the vehicle to the owner or operator of the vehicle. In response to these numerous complaints, received over a long period of time, the City of Poughkeepsie desires to establish certain minimum standards for towing of vehicles from private property so that such towing may take place in a manner that is not abusive.
- (b) Complaints to the City have continued despite the original enactment of this ordinance in 1994. The City has received ongoing complaints from consumers that insufficient signage is posted in parking lots indicating that vehicles would be towed if they were improperly parked or that towing personnel were abusive and unresponsive. The largest portion of these complaints concern the towing of motor vehicles from private parking lots serving stores and other business establishments. The City therefore desires to further regulate towing services and solicitation through licensing of towing businesses operating in the City for the purpose of safeguarding the public against fraud and abusive and improper towing practices since the towing of vehicles allegedly improperly parked on private property is a matter that affects the public interest, peace, health, safety, welfare and good order of the City of Poughkeepsie and its inhabitants.
- (c) The City of Poughkeepsie Common Council finds that, since the original enactment of this ordinance in 1994 and its amendment in 2000, much of the aforesaid abusive and improper towing practices are now being pursued in connection with the immobilization of vehicles allegedly improperly parked on private property. The Common Council hereby finds that this is also a matter that affects the public interest, and the peace, health, safety, welfare and good order of the City of Poughkeepsie and its inhabitants.
- (d) The City of Poughkeepsie Common Council finds that, as of August 2004, the abusive, unscrupulous and predatory practices referred to hereinabove continue, and that the

provisions of this article have not proven to be sufficiently effective to provide adequate protection for the consumer against unscrupulous and abusive business practices and conduct by those engaged in the booting business. The Common Council finds that possibly the only legitimate purpose to be served by the practice of booting is to serve as a deterrent against improper parking on private property. It has come to the attention of the Common Council that it has become common practice to immobilize an allegedly improperly parked vehicle within moments of the vehicle's arrival at the scene. Appropriate business practices should include giving adequate warning to the general public of the consequence of improperly parking on private property, and giving an opportunity to promptly correct an otherwise innocent mistake. The Common Council hereby finds that the costs associated with booting are much lower than for towing and that the presently authorized fee is unduly and disproportionately punitive in comparison to the offense given: an authorized fee nearer to the fines imposed for improperly parking on public street will adequately compensate the parking facility operator while still providing an adequate deterrent to improper parking on private property. The Common Council hereby finds that, in order to properly protect the public health, safety and general welfare, it is necessary to strike an appropriate balance between private property interests and the public interest of protecting consumers from unscrupulous, abusive and predatory business practices.

Section 13-309 Definitions.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 2; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; L.L. No. 2-2005, 2-7-2005, § 1; Ord. No. O-10-36, 12-20-2010, § 4]

For purposes of this article, the following terms shall have the following meanings:

BOOTING COMPANY or BOOTING OPERATOR

A person engaged in the business of immobilizing vehicles improperly parked on private property.

IMMOBILIZATION or BOOTING

The use of any method, manner, mode, device or artifice, whether or not affixed to a motor vehicle, with the intent to and which has the effect of preventing either the moving of a motor vehicle by its normal mode of operation or preventing the departure of the motor vehicle from the real property on which it is then located. For purposes of this article, the term "immobilization" shall be deemed to include the act of removing the immobilizing device or the discontinuance of the immobilization. The term "booting" shall be deemed equivalent to the term "immobilization." This term shall not apply to mechanical gates located at the entrance or exit of any lot.

OWNER

A person who owns, leases or has control of one or more tow trucks operating for hire within the City of Poughkeepsie.

PARKING LOT or PRIVATE PARKING FACILITY

A parcel of land or a portion of a parcel of land used for parking motor vehicles belonging to visitors, customers or residents of nearby businesses or properties, and/or parking for hire on a monthly or periodic basis.

PERSON

An individual, partnership, corporation, unincorporated association or any other entity.

PERSON IN CHARGE OF VEHICLE

The registered owner, or one who has legal authorization of the registered owner to operate such vehicle.

PRIVATE PARKING FACILITY OPERATOR

Any person or persons who own, lease or control one or more private parking facilities in the City of Poughkeepsie.

TOWING

The moving of a vehicle where a fee, charge or other consideration is directly or indirectly imposed for such moving or where the towing service is performed by a person engaged in the business of towing vehicles.

TOWING COMPANY or TOW OPERATOR

A person engaged in the business of offering towing services whereby motor vehicles are moved by use of a motor vehicle designated or adapted for that purpose.

TOWING LICENSE

A license issued pursuant to this section permitting a person to tow motor vehicles for hire from private property within the City of Poughkeepsie without the motor vehicle owner's consent.

TOW TRUCK

A vehicle used for towing usually equipped with a crane, winch, tow bar, push plate or other device designed to pull or push a vehicle or to raise a vehicle or the front or rear end thereof or a flatbed tow truck.

VEHICLE

A motor vehicle as defined in § 125 of the Vehicle and Traffic Law, a tractor as defined in § 151-a of such law or a trailer as defined in § 156 of such law.

Section 13-309.1 Applicability.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) The provisions contained within this article are applicable to the towing or immobilization of vehicles improperly parked on private property. The phrase "improperly parked on private property" means vehicles parked on private property without the consent of the owner or person in charge of the private property. Consent includes actual consent and

consent created by operation of law.

- ~~(b) Notwithstanding the foregoing, the provisions of this article shall not be applicable to the towing of a vehicle in the following circumstances~~
- ~~(1) The towing of a vehicle that has been continuously present on private property without the consent of the owner or person in charge of the private property for more than 24 hours; or~~
 - ~~(2) The towing of a vehicle that has been parked on private property in a location that blocks a driveway, lane, alley or other place intended to give passage to other portions of the private property or to give passage to or from the public way; or~~
 - ~~(3) The towing of a vehicle that has been parked on private property in a location and at a time that interferes with garbage or refuse collection; or~~
 - ~~(4) The towing of a vehicle that interferes with snow removal; or~~
 - ~~(5) The towing of a vehicle that interferes with paving or construction activities, provided that a twenty-four hour notice has been given or conspicuously posted; except that the provisions of Section 13-311(c), (e) and (f) shall apply to any such towing.~~

Section 13-310 Warning signs required.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 3; Ord. of 5-29-2001, § 2; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

In order to comply with Sections **13-311** and **13-314**, all of the following requirements must be satisfied:

- (1) *Location and description of signs.*
 - a. A warning sign must be conspicuously posted within 15 feet of each curb cut that gives vehicular access to the private property facing in each authorized direction of travel upon the abutting public highway. The bottom edge of each such sign must be not less than seven feet above grade level. Each of such warning signs must meet one of the two following descriptions as appropriate:
 - 1. If the warning sign is located on property that is zoned under Chapter **19** of this Code as R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-6, PRD, O-R, or H-M, the said sign must be 24 inches high and 18 inches wide, surrounded by a black border 1/2 inch wide, and must exclusively contain the following content: the words "WARNING" and "PRIVATE PROPERTY" in all red, boldface, capital block letters 2 1/2 inches high upon a white background, a depiction in silhouette of a tow truck 4 1/2 inches high and the phrase "Unauthorized vehicles will be towed" in black block letters two inches high upon a white background, and the word "booted" must be added to or substituted for the word "towed"

where appropriate;

2. If the warning sign is located on property that is zoned under Chapter **19** of this Code as C-1, C-2, C-2A, C-3, I-1, I-2, T, or W, the said sign must be 30 inches high and 24 inches wide, surrounded by a black border 1/2 inch wide, and must exclusively contain the following content: the words "WARNING" and "PRIVATE PROPERTY" in all red, boldface, capital block letters four inches high upon a white background, a depiction in silhouette of a tow truck six inches high, and the phrase "Unauthorized vehicles will be towed" in black block letters 2 1/2 inches high upon a white background, and the word "booted" must be added to or substituted for the word "towed" where appropriate; and
 - b. An informational sign not less than four square feet and not more than eight square feet that provides the following information in legible block letters:
 1. In the case of towing, the name, street address and telephone number and the license number of the private parking facility operator and the tow operator, the street address where vehicles will be impounded, the method of redemption and hours of operation for vehicle redemption, towing and storage fees of the tow operator and the hours vehicles are prohibited from parking and subject to tow; or
 2. In the case of booting, the name, address and telephone number and the license number of the private parking facility operator and the booting operator that has immobilized the vehicle, the method of obtaining removal of the immobilization device and the fee payable for removal, and the hours vehicles are prohibited from parking and subject to immobilization.
 - c. There need be only one such informational sign which must be posted on the private property in a conspicuous manner reasonably calculated to be visible to a person whose vehicle has been either towed or immobilized.
- (2) The private parking facility operator shall also permit the placement on the private property of a sign, supplied and installed by the City of Poughkeepsie, to direct the public to the nearest municipal parking facility. The City of Poughkeepsie shall have the ability but not the duty or the obligation to install any such signs.

Section 13-311 Towing of vehicles improperly parked on private property.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 4; L.L. No. 4-2001, § 1; Ord. of 3-26-2001, § 1; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; Ord. No. O-10-36, 12-20-2010, §§ 1, 2, 5]

- (a) No private parking facility operator, owner or other person in control of private property shall tow or cause to be towed from or on such private property any motor vehicle unless such owner or person in control shall post and maintain upon such private property signs, in

conformity with Section **13-310** of this chapter.

- (b) No vehicle shall be towed by a tow operator from private property without express written authorization by the owner of the private property or the person in control of the private property, or his or her or its agent, who may not be the tow truck owner or operator or his/her agent or employee. Such authorization shall be required for each vehicle towed and shall include the location, make, model, color and license plate number of the vehicle to be towed. The person who tows a vehicle and the person authorizing the tow shall maintain a copy of the written authorization provided for in this subsection for a period of not less than one year. Upon demand by the person in charge of a vehicle, the person proposing to undertake towing and the person authorizing the tow shall provide a copy of the written authorization provided for in this subsection to the person in charge of the vehicle proposed to be towed. No vehicle shall be towed by a tow operator without complying with the requirement for provision of a copy of the written authorization to the person in charge of the vehicle upon demand for a copy of the same by a person in charge of a vehicle.
- (c) A vehicle may not be towed if it is occupied by any person.
- (d) Notwithstanding any other provision of law, a vehicle which is towed shall be taken directly to a facility for storage maintained by the person undertaking the towing and which location is distant not more than three miles from the point of towing. Such facility for storage must be a secure place for safekeeping vehicles. The owner and operator of a licensed towing company shall cause the towing license to be posted in a conspicuous place on the premises of the towing company and shall also cause a copy of said license to be available for inspection in each towing vehicle used by the company.
- (e) Any person who tows a vehicle covered by this article shall, within 30 minutes of the vehicle's arrival at a facility for storage, notify the City of Poughkeepsie Police Department, identifying the storage facility, the location of the storage facility, the time the vehicle was towed, the location from which the vehicle was towed, the name of the person who authorized the towing and the fact that the towing was pursuant to a contract with the owner of the private property. The person who tows a vehicle and who notifies the City of Poughkeepsie Police Department as set forth above shall obtain the name of the person at the Police Department to whom such information was reported and shall note such name on a written record to be maintained by the person towing the vehicle, together with the time and date that the vehicle was towed.
- (f) Except for tows authorized by the Police Department, it shall be unlawful for a towing company operator to tow a vehicle if the owner or operator of the vehicle appears at the scene prior to the vehicle being connected to any apparatus of the tow truck, requests the towing company operator not to tow the vehicle and is willing and able to correct the condition warranting the tow. The towing company operator shall be entitled to a hook-up

fee not to exceed \$25 if the vehicle is connected to any apparatus for towing, provided that the tow truck has not exited the premises and entered onto the public street. The tow truck operator shall not be permitted to charge any fee to the vehicle owner or operator unless the owner or operator is the one who requested the towing services. Each tow operator shall carry a legible copy of this section and shall show it to a vehicle owner or other person in control of the vehicle who arrives at the scene prior to the towing of a vehicle.

- (g) The registered owner or other person in control of a vehicle that has been towed pursuant to this section shall have the right to inspect the vehicle before accepting its return. No release or waiver of any kind which would release the person or company towing the vehicle from liability for damages may be required from any such owner or other person in control as a condition of release of the vehicle to such a person. No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle that has been towed shall be valid. A detailed, signed receipt showing the legal name of the person or company towing the vehicle and the date and time the vehicle was towed must be given to the person paying the towing and storage charges at the time of payment.
- (h) When an owner of private property, his or her agent as authorized by this section causes a vehicle to be towed in violation of this article, there shall be no charge to the owner or other person in control of the vehicle for the cost of towing and storage. A person who has violated this article shall be liable to the owner or other person in control of the vehicle for any amounts actually paid for towing, transportation and storage of the vehicle, as well as for any damage resulting from the towing, transportation and storage of the vehicle.
- (i) No person may, under the authority of this article, cause the towing of any ambulance, police vehicle, fire vehicle, civil defense emergency vehicle or emergency ambulance service vehicle, or any vehicle being used by an emergency responder while engaged in such emergency response.
- (j) Every tow operator shall maintain a written schedule of all rates and charges for towing and storage and shall make such schedule available to any person requesting the same. The maximum charge for towing of vehicles shall be \$60, plus a hook-up fee of \$25 plus any and all applicable taxes, **except the maximum charge for towing of a vehicle in the following circumstances shall be \$125, plus a hook up-fee of \$25 plus any and all applicable taxes:**
 - (1) **that has been continuously present on private property without the consent of the owner or person in charge of the private property for more than 24 hours**
 - (2) **The towing of a vehicle that has been parked on private property in a location that blocks a driveway, lane, alley or other place intended to give passage to other portions of the private property or to give passage to or from the public way; or**

(3) The towing of a vehicle that has been parked on private property in a location and at a time that interferes with garbage or refuse collection; or

(4) The towing of a vehicle that interferes with snow removal; or

(5) The towing of a vehicle that interferes with paving or construction activities, provided that a twenty-four-hour notice has been given or conspicuously posted; except that the provisions of Section 13-311(c), (e) and (f) shall apply to any such towing;

- (k)** The maximum charge for the storage of towed motor vehicles shall be \$50 per day, or each part thereof, to commence after the vehicle has been impounded on the premises for a period of 24 hours. No additional charges, including clerical, administrative or service fees, may be charged by the licensee.
- (l)** Every licensed towing company that requires payment by an owner of a towed vehicle of all or part of the towing and/or storage charges associated with the towing and/or storage of such owner's vehicle as a precondition to the release of such motor vehicle to such owner or his or her authorized representative, and that accepts checks, credit cards or debit cards as forms of payment in the ordinary course of business, must accept each of these forms of payment for such towing and/or storage charges.
- (m)** An owner of private property, his or her agent as designated in the contract with the tow operator or a tow operator contracting with such owner shall allow a waiting period of not less than 20 minutes between the arrival of a tow vehicle at the location from which a vehicle is to be towed and the physical actual connection of any apparatus to the vehicle to be towed for the purpose of commencing the towing. If the owner or other person in control of the vehicle arrives at the scene during this twenty-minute waiting period, such owner or person in control of the vehicle shall be allowed to drive the vehicle from the location without interference or charge.
- (n)** No person shall tow or cause to be towed a vehicle from private property from 9:00 p.m. each day until the following 5:00 a.m. Every tow operator shall make vehicles that have been towed available for redemption each day from 6:00 a.m. until the following 11:00 p.m.
- (o)** Notwithstanding the provisions of Section **13-311(m)** above, a tow operator may tow vehicles between the hours of 9:00 p.m. and 5:00 a.m. if such tow operator has an employee on the premises where the tow operator maintains impounded vehicles to make vehicles available for redemption during those hours.

Section 13-312 **Towing license required.**

[Ord. of 10-23-2000, § 5, Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; Ord. No. O-10-36, 12-20-2010, § 3]

- (a) No person shall tow a vehicle from private property within the City of Poughkeepsie without the vehicle owner's consent without first having obtained a towing license. Nothing herein shall be construed as prohibiting any towing service whose business is based outside the City from applying for the same license herein required and obtaining said license under the same terms as a business located within the City. As used in this section, the terms "owner," "operator," and "applicant" shall be deemed to include the tow operator and every individual, officer, director, shareholder, partner, member, employee, contractor, subcontractor or agent of such tow operator.
- (b) *Application procedure; compliance with additional standards; inspections.*
 - (1) An application for a towing license shall be submitted to the Chief of Police. The application shall be made on such form as the Chief of Police shall prescribe and soliciting such information as the Chief shall reasonably require, and must be accompanied by each of the following items:
 - a. Certificates of insurance for the following insurance coverage, naming the City as a certificate holder entitled to notice of cancellation or nonrenewal:
 - 1. Public liability insurance for personal injury and property damage with an insurance carrier licensed to do business in the State of New York;
 - 2. An auto garage keeper's legal liability policy covering fire, theft and property damage that will cover any vehicle towed, impounded or stored; and
 - 3. Insurance policies as required by law under the Workers' Compensation Law (Chapter 41 of the Laws of 1914, as amended) and under the Disability Benefits Law (Chapter 600 of the Laws of 1949, as amended) for employees.
 - b. A statement from the Building Inspector or a certificate of occupancy in which the towing company is located and vehicles are to be stored that said locations and premises are in compliance with the municipality's building and zoning ordinances and a statement from the Fire Inspector that the premises are in compliance with all fire and safety codes.
 - c. Material identifying the applicant physically, two references for the applicant's good character and business responsibility and practices, and record of traffic infractions.
 - d. Payment of the fee required hereinafter.
 - (2) In the event that any of the information contained in the initial license application shall change, the tow operator shall, within 10 days of such change, make application to amend its license so as to reflect the accurate information.

- (3) The Chief of Police shall make such investigation as (s)he deems appropriate as to the qualifications and background of the owner and the operator of the towing company.
- (4) Upon receipt of an application for a towing company license, the Chief of police shall investigate the location of the towing company and of the premises where towed vehicles are to be stored, to determine whether public safety problems exist.
- (c) The fee for a towing license shall be \$250 per year or any fraction of a year for each towing company or tow operator. Payment of the fee shall be due upon application for the license. The fee for renewal or amendment of a towing license shall be \$50 which shall be due upon application for such renewal or amendment. Such license fees shall be nonrefundable.
- (d) The Chief of Police shall issue to a licensee a placard for each tow truck listed on his application that the licensee shall at all times prominently display on the right front dashboard of each tow truck so that it is visible through the front windshield of said vehicle. Said placard shall contain the New York State vehicle identification number of the vehicle, the license number assigned to the towing company or tow operator and such other information as the Chief of police shall determine advisable. Said placard shall not be transferable from one tow truck to another.
- (e) On each side of every tow truck operated in the City by a licensee there shall be legibly inscribed the name and address of the licensee and the license number assigned by the Chief of Police.
- (f) *Denial, suspension or revocation of license.* After a hearing held on not fewer than 10 days' notice to the licensee, given either in person or by registered mail, addressed to the licensee at the address shown upon the most recent application of the licensee, the Chief of Police may deny a license or deny the renewal of a license to any applicant, and may suspend or revoke the license of any licensee:
 - (1) Who does not comply with the provisions of this article or any rule or regulation promulgated under this article.
 - (2) Who makes a material misrepresentation on a license application or renewal thereof.
 - (3) When the Chief of Police, after investigation of the applicant or licensee, deems the owner or operator unfit to conduct such towing business, based upon the determination of one or more of the following findings:
 - a. Denial or revocation of a towing license by any municipality.
 - b. Record of two or more complaints or reports of fraudulent practices regarding the applicant's, owner's, licensee's or operator's business practices, including incompetence or

gross negligence in the conduct of the business, abusive conduct to motor vehicle owners or operators, or damage to vehicles towed, substantiated by the Chief of Police or other law enforcement agency in a two-year period immediately preceding the application.

- c. Record of one or more convictions or guilty pleas to violations of this article or any rule or regulation promulgated under this article or any other municipality's ordinance in a two-year period immediately preceding the application.
- d. One or more violations of any provision of the New York State Vehicle and Traffic Law or any federal, state or local law, ordinance, rule or regulation regarding the operation of his/her towing business in the two-year period immediately preceding the application or investigation.
- e. There exists one or more judgments against the applicant, owner or operator that have remained unsatisfied for more than 30 days after having been docketed in the Dutchess County Clerk's Office.
- (g) A towing company license shall expire on December 31 of every year.
- (h) A licensee shall submit to the Chief of Police an application for renewal not less than 30 days prior to the license expiration date.
- (i) No license shall be transferred to another person or vehicle.
- (j) The Chief of Police and only the Chief of Police may promulgate rules and regulations necessary to carry out the provisions of this section, but the Chief of Police may delegate to his or her designee any other duty or function set forth hereunder.
- (k) The failure to enforce any of the provisions of this article shall not be deemed a waiver thereof.

Section 13-313 Log book.

[Ord. of 10-23-2000, § 6; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) Each licensee shall be required to keep and maintain in each tow truck operated by the licensee a towing log book in which all towed vehicles from private property in the City shall be recorded. The log book shall be clearly marked on the outside cover "City of Poughkeepsie Log Book" and shall be exclusively utilized for vehicles towed pursuant to this article. Said log book shall be produced upon demand by any City of Poughkeepsie police officer.
- (b) Each licensee shall record in the log book as to each and every vehicle towed:
 - (1) The date of towing;

- (2) The property address from which the vehicle was towed and the property address to where the vehicle was towed and stored;
- (3) The time the vehicle was observed parking and the time the vehicle was towed;
- (4) The name of the private property owner or authorized agent requesting the tow and the time of said request;
- (5) The make, model, color and license plate number of the vehicle;
- (6) The amount, if any, received by the licensee for the towing and impoundment of the vehicle.

Section 13-314 Immobilization of vehicles improperly parked on private property.

[Ord. of 10-23-2000, § 1; L.L. No. 8-2001, § 1; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) No private parking facility operator, owner or other person in control of private property shall immobilize or cause to be immobilized upon such private property any motor vehicle unless such owner or person in control shall post and maintain upon such private property, signs in conformity with Section **13-310** of this chapter.
- (b) A vehicle may not be immobilized if it is occupied by any person.
- (c) No person may, under authority of this article, cause the immobilization of any ambulance, police vehicle, fire vehicle, civil defense emergency vehicle or emergency ambulance service vehicle, or any vehicle being used by an emergency responder while engaged in such emergency response.
- (d) The provisions of Section 3-311(g) and (h) shall be applicable to the immobilization of vehicles in addition to the towing of vehicles.
- (e) It shall be unlawful for any person to charge a fee in connection with the immobilization of a motor vehicle in excess of \$25, plus any and all applicable taxes. No additional charges of any description may be charged in connection with such immobilization or release from immobilization. No fee shall be charged for immobilization if the immobilized vehicle is subsequently towed from the parking lot.
- (f) No person shall affix, or cause to be affixed, an immobilization device to a vehicle sooner than five minutes after that vehicle has been improperly parked upon private property. If the owner or other person in control of the vehicle arrives at the scene prior to the time that the immobilization device is actually affixed to it, such owner or person in control of the vehicle shall be allowed to remove the vehicle from the private property without interference or charge.

Section 13-314.1 **Booting license required.**

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) No person shall boot a vehicle on private property within the City of Poughkeepsie without first having obtained either a booting license as provided for in this section or a towing license as provided for in Section **13-312** of this chapter. Nothing herein shall be construed as prohibiting any booting operator whose business is based outside the City from applying for the same license herein required and obtaining said license under the same terms as a business located within the City. As used in this section, the terms "owner," "operator," and "applicant" shall be deemed to include the booting operator and every individual, officer, director, shareholder, partner, member, employee, contractor, subcontractor or agent of such booting operator.
- (b) *Application procedure; compliance with additional standards; inspections.*
 - (1) An application for a booting license shall be submitted to the Chief of Police. The application shall be made on such form as the Chief of Police shall prescribe and soliciting such information as the Chief shall reasonably require, and must be accompanied by each of the following items:
 - a. Certificates of insurance for the following insurance coverage, naming the City as a certificate holder entitled to notice of cancellation or nonrenewal:
 - 1. Public liability insurance for personal injury and property damage with an insurance carrier licensed to do business in the State of New York covering fire, theft and property damage that will cover any vehicle booted; and
 - 2. Insurance policies as required by law under the Workers' Compensation Law (Chapter 41 of the Laws of 1914, as amended) and under the Disability Benefits Law (Chapter 600 of the Laws of 1949, as amended) for employees.
 - b. Material identifying each applicant physically, two references for the applicant's good character and business responsibility and practices, and record of traffic infractions.
 - c. Payment of the fee required hereinafter.
 - (2) In the event that any of the information contained in the initial license application shall change, the booting operator shall, within 10 days of such change, make application to amend its license so as to reflect the accurate information.
 - (3) The Chief of Police shall make such investigation as (s)he deems appropriate as to the qualifications and background of the owner and the operator of the booting company.
- (c) The fee for a booting license shall be \$100 per year or any fraction of a year for each

booting company or boot operator. Payment of the fee shall be due upon application for the license. The fee for renewal or amendment of a booting license shall be \$50 which shall be due upon application for such renewal or amendment. Such license fees shall be nonrefundable.

- (d) The Chief of Police shall issue to a licensee a placard for each vehicle used in the course of the licensee's booting operations listed on his application that the licensee shall at all times prominently display on the right front dashboard of each such vehicle so that it is visible through the front windshield of said vehicle. Said placard shall contain the New York State vehicle identification number of the vehicle, the license number assigned to the booting company or boot operator and such other information as the Chief of Police shall determine advisable. Said placard shall not be transferable from one such vehicle to another.
- (e) On each side of every vehicle used in the course of the licensee's booting operations operated in the City there shall be legibly inscribed the name and address of the licensee and the license number assigned by the Chief of Police.
- (f) *Denial, suspension or revocation of license.* After a hearing held on not fewer than 10 days' notice to the licensee, given either in person or by registered mail, addressed to the licensee at the address shown upon the most recent application of the licensee, the Chief of Police may deny a license or deny the renewal of a license to any applicant, and may suspend or revoke the license of any licensee:
 - (1) Who does not comply with the provisions of this article or any rule or regulation promulgated under this article.
 - (2) Who makes a material misrepresentation on a license application or renewal thereof.
 - (3) When the Chief of Police, after investigation of the applicant or licensee, deems the owner or operator unfit to conduct such booting business, based upon the determination of one or more of the following findings:
 - a. Denial or revocation of a booting or towing license by any municipality;
 - b. Record of two or more complaints or reports of fraudulent practices regarding the applicant's, owner's, licensee's or operator's business practices, including incompetence or gross negligence in the conduct of the business, abusive conduct to motor vehicle owners or operators, or damage to vehicles booted, substantiated by the Chief of Police or other law enforcement agency in a two-year period immediately preceding the application;
 - c. Record of one or more convictions or guilty pleas to violations of this article, any earlier version of this article regulating the booting of vehicles on private property, or any rule or regulation promulgated under this article or any other municipality's ordinance in a two-

year period immediately preceding the application;

- d. One or more violations of any provision of the New York State Vehicle and Traffic Law or any federal, state or local law, ordinance, rule or regulation regarding the operation of his/her booting business in the two-year period immediately preceding the application or investigation.
- e. There exists one or more judgments against the applicant, owner or operator that have remained unsatisfied for more than 30 days after having been docketed in the Dutchess County Clerk's Office.
- (g) A booting license shall expire on December 31 of every year.
- (h) A licensee shall submit to the Chief of Police an application for renewal not less than 30 days prior to the license expiration date.
- (i) No license shall be transferred to another person or vehicle.
- (j) The Chief of Police and only the Chief of Police may promulgate rules and regulations necessary to carry out the provisions of this section, but the Chief of Police may delegate to his or her designee any other duty or function set forth hereunder.
- (k) The failure to enforce any of the provisions of this article shall not be deemed a waiver thereof.

Section 13-314.2 Log book.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) Each licensee shall be required to keep and maintain in each vehicle used in the course of booting operations by the licensee a booting log book in which all vehicles booted in the City shall be recorded. The log book shall be clearly marked on the outside cover "City of Poughkeepsie Booting Log Book" and shall be exclusively utilized for recording vehicles booted pursuant to this article. Said log book shall be produced upon demand by any City of Poughkeepsie police officer.
- (b) Each licensee shall record in the log book as to each and every vehicle booted:
 - (1) The date of booting;
 - (2) The property address at which the vehicle was booted;
 - (3) The time the vehicle was observed parking and the time the vehicle was booted;
 - (4) The name of the private property owner or authorized agent requesting the boot and the

time of said request;

- (5) The make, model, color and license plate number of the vehicle;
- (6) The amount, if any, received by the licensee for the booting of the vehicle.

Section 13-315 Penalties for offenses.

[Ord. of 7-5-1994, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

(a) *Penalties established.*

- (1) Any person who violates any provision of this article shall be punished as follows:
 - a. For the first violation, by a fine of \$250.
 - b. For the second violation within a period of 24 months of the date of the first violation, by a fine of \$500 or by imprisonment not exceeding three months, or both.
 - c. For any additional violations within a period of 24 months of the date of the first violation, by a fine of \$1,000 or by imprisonment not exceeding six months, or both.
- (2) Any such violation shall be deemed an offense.
 - (b) In addition to the penalties hereinabove provided, the City of Poughkeepsie may institute any appropriate action or proceeding to prevent, restrain, correct or abate violations of this article or to prevent any illegal acts, conduct or business in violation of this article, including but not limited to requests for injunctive relief.
 - (c) Any person or party aggrieved by a violation of this article shall have a private right of action for damages or injunctive relief.

Section 13-316 Severability.

[Ord. of 3-26-2001, § 2; L.L. No. 1-2005, 12-20-2004, § 1]

If any provision, paragraph, word, section or article of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

~~[STRIKETHROUGH]~~ INDICATES DELETION
UNDERLINING and BOLD INDICATES ADDITION

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

Official Minutes of the Common Council Meeting of January 21, 2020

1. A communication regarding the proposed agreement with Dutchess County regarding categories of proposed actions that shall be deemed of local concern for purposes of review under GML 239.
2. **FROM CITY ADMINISTRATOR NELSON**, a communication regarding the proposed sale of 3 city-owned properties, located at 123 Smith Street, 21 Holmes Street, and an unnumbered Fitchett Street located at the corner of Fitchett and Lawrence.

The City of Poughkeepsie
New York

Property Acquisition &
Disposition Committee

Gary E. Beck, Jr.
John Taylor
Brian Buckley-Falcon
Marc S. Nelson
Nancy L. B. Griffin



MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: PROPERTY ACQUISITION & DISPOSITION COMMITTEE *Handwritten signature*
SUBJECT: Sale of City-Owned Properties (3): 21 Holmes Street, Unnumbered Lot @ Corner of
Fitchett and Lawrence Streets & 123 Smith Street
DATE: January 21, 2020

The Property Acquisition & Disposition Committee (PAD) has met to review offers to purchase the city-owned parcels described above and recommends approval of the following sales:

21 Holmes Street to Ms. Paulette Duhaney-Parcell (Purchase Price \$1; to combine parcel with residential lot).

Ms. Duhaney-Parcell is the owner of 19 Holmes Street, and at the time she purchased her home she purchased both the house at 19 and the vacant lot at 21. Due to an error at closing her escrow did not pay the taxes on the vacant lot and the city acquired the parcel for taxes. There are a number of these situations around the City where the appropriate solution is to combine the adjacent parcels into one taxable lot and where there is no legitimate governmental purpose for the City to continue to own the contiguous vacant parcel. From a risk-management and fiscal point of view, we believe the best path forward for this parcel is to transfer it to Ms. Duhaney-Parcell, with the provision that she work with the City Assessor to accomplish the necessary lot-line adjustment needed to combine the vacant parcel with her residential lot.

123 Smith Street to John & Chris Angelo (Purchase Price \$22,500)

The Angelo's own a construction business in the neighborhood and they plan to demolish the existing building and construct a new building for their local business. The structure currently on the property has significant structural issues and will need to be taken down. Given the high cost of demolition, the offer is reasonable. The Committee is again mindful of the need to manage the city's risk exposure and move the property along to a new owner as promptly as possible, so that demolition work may commence as soon as possible.

Fitchett & Lawrence Lot to Mr. James Patterson Vacant Lot (Purchase Price \$9,500).

Mr. Patterson is a local resident who intends to construct a new two-family on the parcel. The terms of the transaction will require he commence the Article 15 to clear title within four months from

Official Minutes of the Common Council Meeting of January 21, 2020

closing and submit preliminary plans to the Building Department within six months of closing. Once plans have been accepted and approvals issued, construction must be completed and a Certificate of Occupancy issued within one year.

The City of Poughkeepsie
New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

January 15, 2020

Re: Holmes Street
6161-37-091746

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

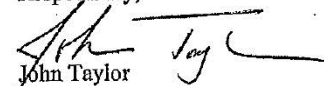
The property is located on Holmes Street, City of Poughkeepsie and consists of one vacant parcel of residential vacant land. At present, there are no improvements on the subject property. No physical inspection has been made of the property. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties within the subject market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

After careful consideration, I have concluded the estimated Market Value of the subject property, to be \$20,000.

Should you have any additional questions, please do not hesitate to contact me.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

Official Minutes of the Common Council Meeting of January 21, 2020

closing and submit preliminary plans to the Building Department within six months of closing. Once plans have been accepted and approvals issued, construction must be completed and a Certificate of Occupancy issued within one year.

The City of Poughkeepsie
New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

January 15, 2020

Re: Holmes Street
6161-37-091746

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

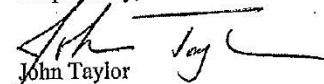
The property is located on Holmes Street, City of Poughkeepsie and consists of one vacant parcel of residential vacant land. At present, there are no improvements on the subject property. No physical inspection has been made of the property. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties within the subject market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

After careful consideration, I have concluded the estimated Market Value of the subject property, to be \$20,000.

Should you have any additional questions, please do not hesitate to contact me.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

Official Minutes of the Common Council Meeting of January 21, 2020

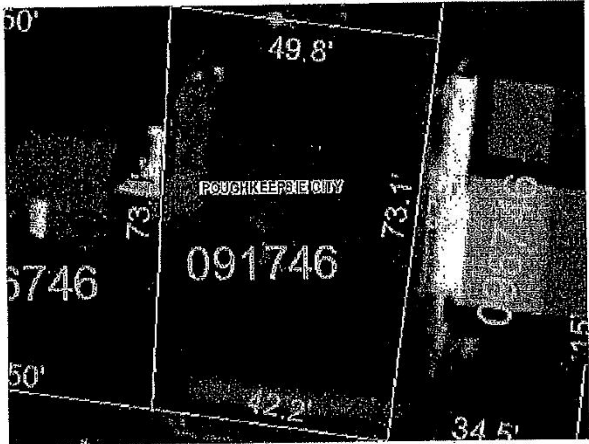
ParcelAccess

Final Roll
Parcel Grid Identification #:
 131300-6161-37-091746-0000
Municipality: City of Poughkeepsie

Parcel Location:
 Holmes St

Owner Name on March 1:
 City of Poughkeepsie, (P)

Primary (P) Owner Mail Address:
 62 Civic Center Plz
 Poughkeepsie NY 126010000



Parcel Details
Size (acres): 0.07 Ac Land Use Class: (311) Vacant Land: Residential: Residential Vacant Land
File Map: Agri. Dist.: (0)
File Lot #: School District: (131300) Poughkeepsie City School District
Split Town:

Assessment Information (Current)
Land: Total: County Taxable: Town Taxable: School Taxable: Village Taxable:
 \$15000 \$15000 \$0 \$0 \$0 \$0

Tax Code: Roll Section: Uniform %: Full Market Value:
 H: Homestead 0 100 \$ 15000

Tent. Roll: Final. Roll: Valuation:
 5/1/2019 7/1/2019 7/1/2018

Last Sale/Transfer
Sale Price: Sale Date: Deed Book: Deed Page: Sale Condition: No. Parcels:
 \$0 8/19/2008 3:50:41 PM 22008 6320 (D) 1

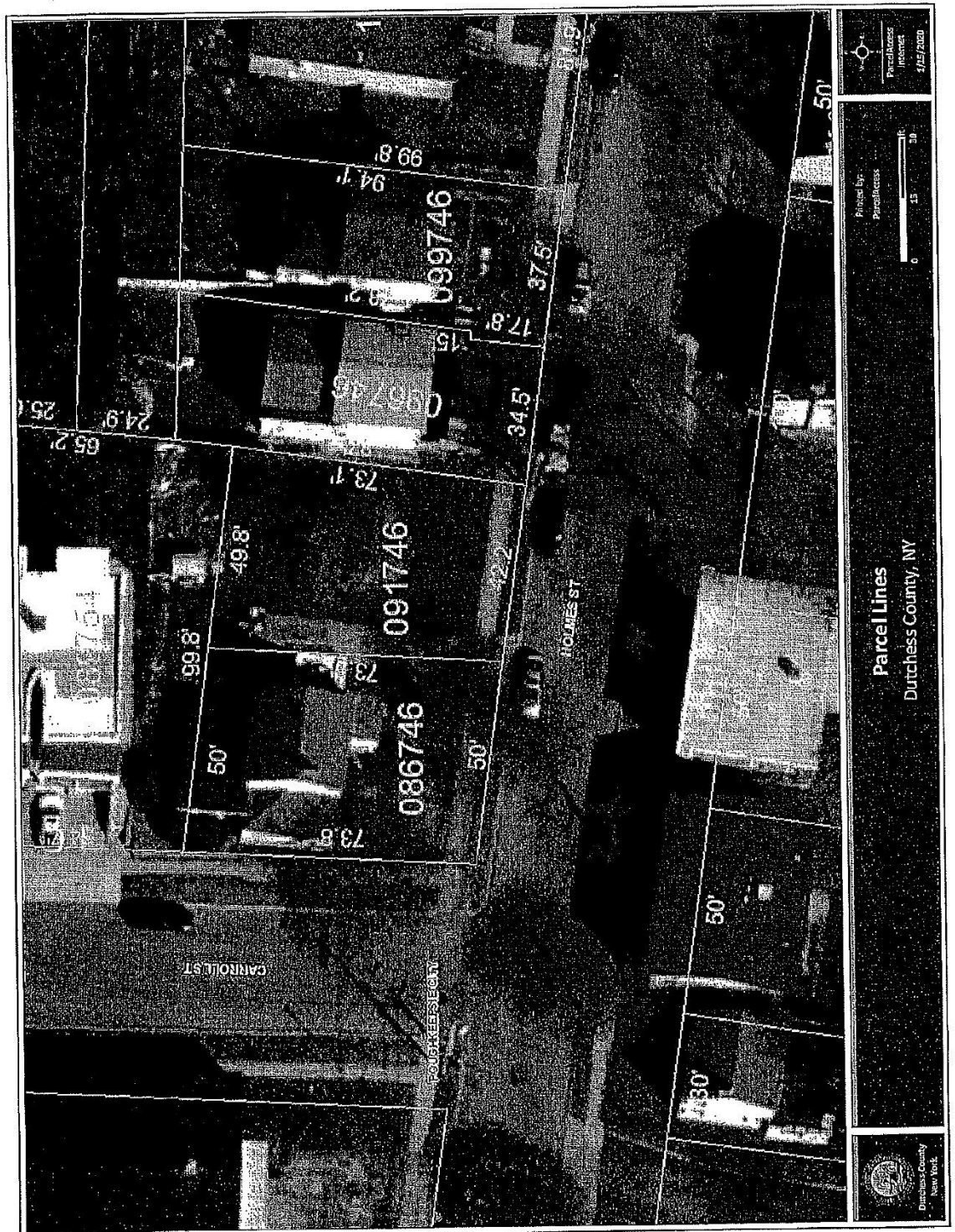
Site Information:
Site Number: 1 Sewer Type: (3) Comm/public Desirability: (2) Typical Zoning Code: R-3 Used As: ()
Water Supply: (3) Comm/public

Special District Information:
Special District: GP000 Primary Units: 0 Ad Valorem Value: 0
Spec. Dist. Name: Greater Poughkeepsie Dist

Exemption Information:
Exemption: 13350 Amount: \$15000
Name: CITY OWNED

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 1/15/2020. Developed and maintained by OCIS - Dutchess County, NY.



**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R20-XX)**

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at no number Holmes Street and identified as Tax Map No.: 6161-37-091746; and

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

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

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and

Official Minutes of the Common Council Meeting of January 21, 2020

6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER _____ .

**RESOLUTION
(R20-XX)**

INTRODUCED BY COUNCILMEMBER _____ :

WHEREAS, the City of Poughkeepsie is the owner of no number Holmes Street and more particularly known as Tax Map No.: 6161-37-091746 (the, "Property"); and

WHEREAS, the Property is a vacant residential lot, approximately 73' x 50', located on the between 19 Holmes Street and 23 Holmes Street; and

WHEREAS, the Property was in common ownership of Paulette Duhaney-Parcell with 19 Holmes Street since 2004; and

WHEREAS, do to a title error, the legal description filed with the recorded deed did not incorporate the Property and as such, the taxes were not paid and the Property reverted back to the City of Poughkeepsie; and

WHEREAS, the city is desirous of deeding the Property back to Paulette Duhaney-Parcell to merge with her adjoining property; and

WHEREAS, the Property Acquisition and Disposition Committee ("PAD") has recommended the deed; and

WHEREAS, the Common Council hereby finds that the transfer of the Property is in the best interests of the City of Poughkeepsie to approve such offer so that the premises may be returned to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the transfer by deed of the Property identified as Tax Map No.: 6161-37-091746 in the City of Poughkeepsie to Paulette Duhaney-Parcell is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the**

Corporation Counsel shall grant such extension as he/she deems appropriate;

- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;
- D. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and
- E. Purchaser must merge the Property with her adjoining property located at 19 Holmes Street.

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract for the above mentioned transaction provided such contract contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER _____ :

The City of Poughkeepsie
New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

January 15, 2020

Re: 123 Smith Street
6162-72-411198

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

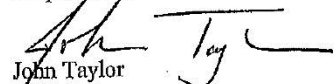
The property is located at 123 Smith Street, City of Poughkeepsie and consists of one parcel with an improvement. At present, the improvement is deemed unsafe and would require Planning/Zoning Board approvals and renovation. No physical inspection has been made of the property. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties within the subject market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

After careful consideration, I have concluded the estimated Market Value of the subject property, to be \$30,000.

Should you have any additional questions, please do not hesitate to contact me.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

Official Minutes of the Common Council Meeting of January 21, 2020



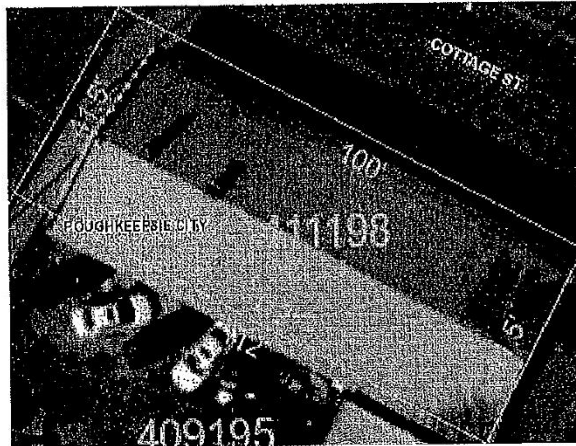
Final Roll

Parcel Grid Identification #: 131300-8162-72-411198-0000
Municipality: City of Poughkeepsie

Parcel Location:
123 Smith St

Owner Name on March 1
Flowers, John (P)

Primary (P) Owner Mail Address
31 Leni St
Poughkeepsie NY 126010000



Parcel Details

Size (acres): 0.10(AC) (C) Land Use Class: (484) Commercial: Multiple Use or Multipurpose: One Story Small Structure
File Map: Agri. Dist.: (0)
File Lot #: School District: (131300) Poughkeepsie City School District
Split Town:

Assessment Information (Current)

Land: Total: County Taxable: Town Taxable: School Taxable: Village Taxable:
\$46500 \$46100 \$0 \$0 \$0 \$0

Tax Code: Roll Section: Uniform %: Full Market Value:
N: Non-Homestead 8 100 \$ 46100

Tent. Roll: Final. Roll: Valuation:
5/1/2019 7/1/2019 7/1/2018

Last Sale/Transfer

Sales Price: Sale Date: Deed Book: Deed Page: Sale Condition: No. Parcels:
\$2858 3/12/2019 12:50:04 PM 22019 2998 (D) 1

Site Information:

Site Number: 1
Water Supply: (3) Comm/public
Sewer Type: (3) Comm/public
Desirability: (2) Fair
Zoning Code: R-4
Used As: (D08) Small retail

Commercial/Industrial/Utility Building Information:

Site Number: 1
Bldg Sec.: 1 Bldg. Number: 1
Year Built: 1920 No. Stories: 1 Gross Floor Area: 3977 Boeck Model: (0312) 1 sty store load sup Const. Qual.: (1) Economy
Air Cond. %: 0 Sprinkler %: 0 Alarm %: 0 No. Elevator: 0 Basement sf.: 0
Number Identical: 0 Condition Code: 1

Commercial Rental Information:

Site Number: 1
Use Number: 1
Used As: (D08) Small retail
Unit Code: Total Rent Area: Area 1 Bdrms Apts: Area 2 Bdrms Apts: Area 3 Bdrms Apts:
() 3977 0 0 0

Official Minutes of the Common Council Meeting of January 21, 2020

Total Units:	No. 1 Bdrms Apts	No. 2 Bdrms Apts	No. 3 Bdrms Apts
0	0	0	0

Special District Information:

Special District: GP000

Spec. Dist. Name:

Greater Poughkeepsie Dist

Primary Units:

0

Ad Valorem Value

0

Exemption Information:

Exemption: 13350

Name:

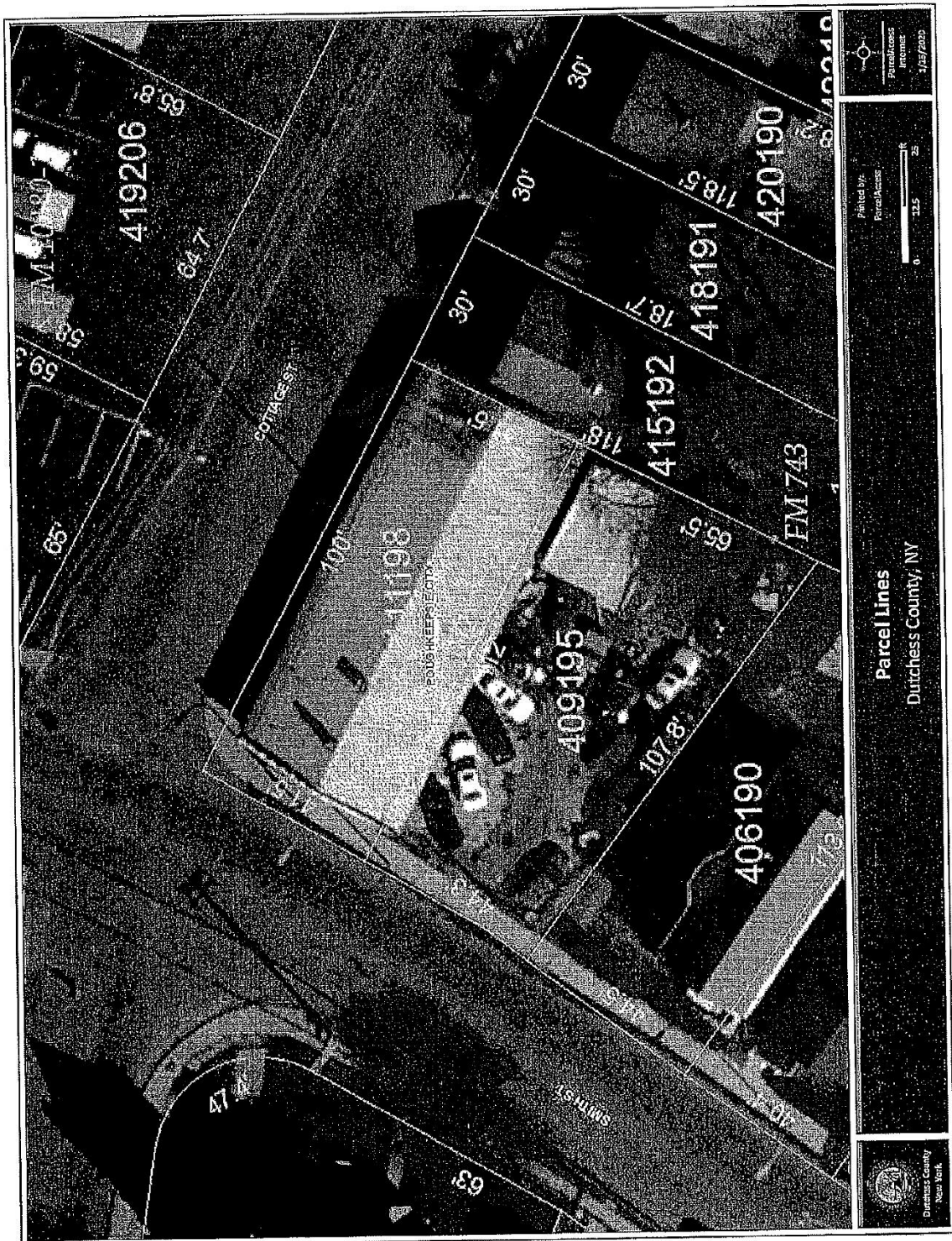
CITY OWNED

Amount:

\$46100

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 1/15/2020. Developed and maintained by OCIS - Dutchess County, NY.



**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R20-XX)**

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 123 Smith Street and identified as Tax Map No.: 6161-72-411198; and

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

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

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and

Official Minutes of the Common Council Meeting of January 21, 2020

6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER _____.

**RESOLUTION
(R20-XX)**

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the City of Poughkeepsie is the owner of 123 Smith Street and more particularly known as Tax Map No.: 6162-72-411198 (the, "Property"); and

WHEREAS, the Property is an improved by a vacant warehouse; and

WHEREAS, the city has received an offer to purchase the Property from John J Angelo & Christopher J. Angelo; and

WHEREAS, the city is desirous of selling the Property to John J. Angelo & Christopher J. Angelo; and

WHEREAS, John J. Angelo & Christopher J. Angelo has offered to purchase the Property for \$22,500 and the Common Council has determined that to be fair and just compensation; and

WHEREAS, the Common Council hereby finds that the sale of the Property is in the best interests of the City of Poughkeepsie to approve such offer so that the premises may be returned to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the offer from John J. Angelo & Christopher J. Angelo to purchase the premises identified as Tax Map No.: 6162-72-411198 in the City of Poughkeepsie for the sums of \$22,500 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

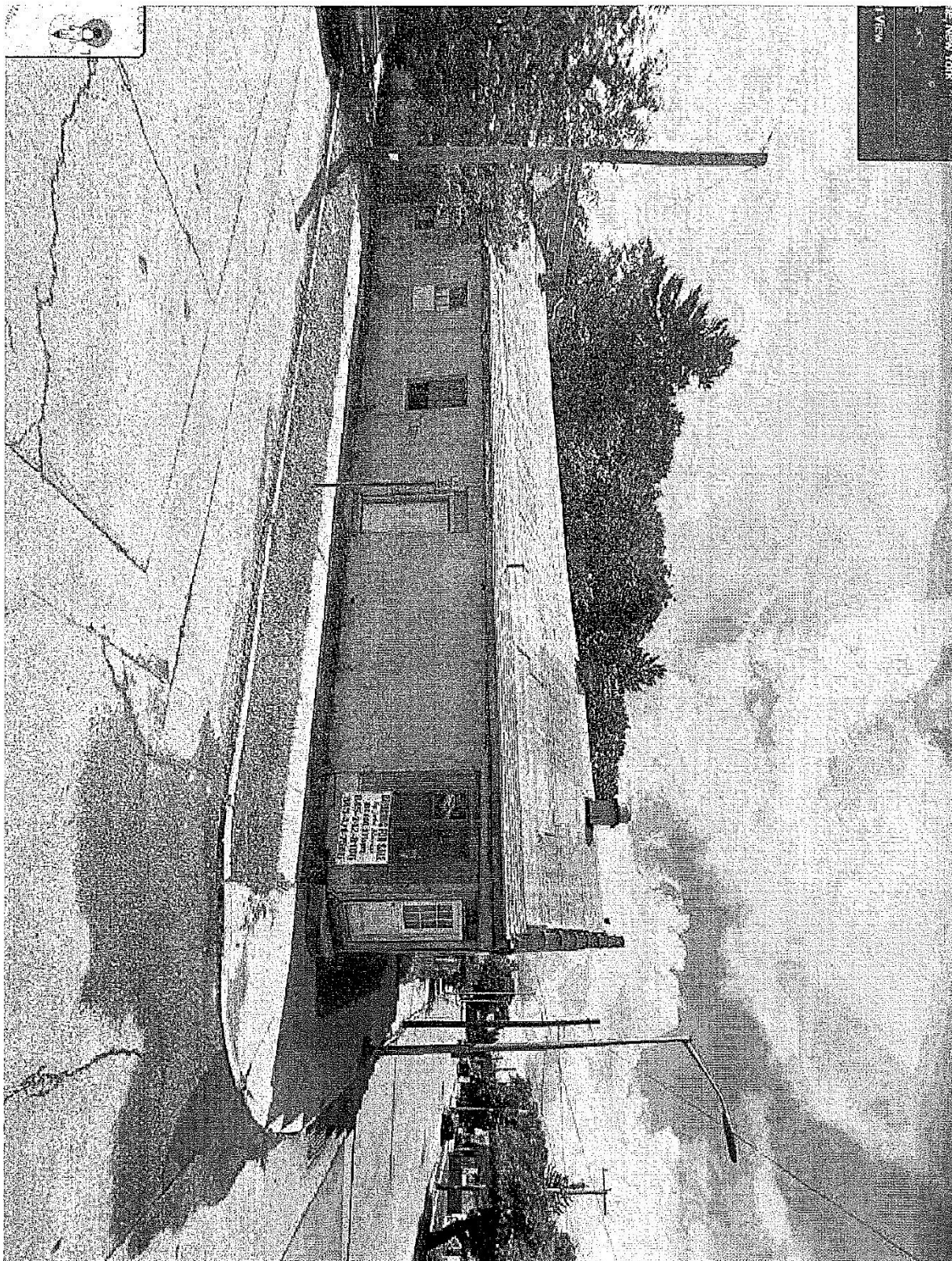
- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the Corporation Counsel shall grant such extension as he/she deems appropriate;

Official Minutes of the Common Council Meeting of January 21, 2020

- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;
- D. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract for the above mentioned transaction provided such contract contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER _____ :



The City of Poughkeepsie
New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

January 15, 2020

Re: Fitchett Street
6162-81-561106

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

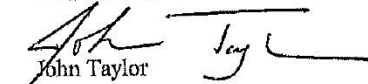
The property is located on Fitchett Street, City of Poughkeepsie and consists of one vacant parcel of residential vacant land. At present, there are no improvements on the subject property and any improvement would require Planning/Zoning Board approvals. No physical inspection has been made of the property. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties within the subject market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

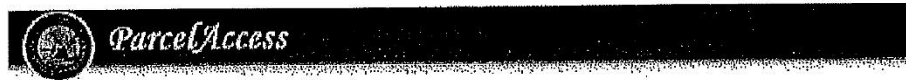
After careful consideration, I have concluded the estimated Market Value of the subject property, to be \$18,000.

Should you have any additional questions, please do not hesitate to contact me.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

Official Minutes of the Common Council Meeting of January 21, 2020



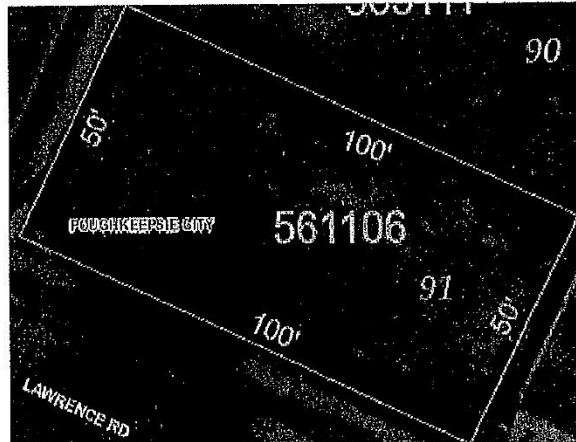
Final Roll

Parcel Grid Identification #:
131300-8162-81-561106-0000
Municipality: City of Poughkeepsie

Parcel Location:
Fitchett St

Owner Name on March 1
Bradford, Robert H (P)
Bradford, Roberta S (A)

Primary (P) Owner Mail Address
15 Lawrence Rd
Poughkeepsie NY 126010000



Parcel Details

Size (acres): 50 X 100
Land Use Class: (311) Vacant Land; Residential: Residential Vacant Land
File Map: Agri. Dist.: (0)
File Lot #: School District: (131300) Poughkeepsie City School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$32900	\$32900	\$32900	\$32900	\$32900	\$0
Tax Code:	Roll Section:	Uniform %:	Full Market Value:		
H: Homestead	1	100	\$ 32900		
Tent. Roll:	Final. Roll:	Valuation:			
6/1/2019	7/1/2019	7/1/2018			

Last Sale/Transfer

Sale Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1713	0883	()	0

Site Information:

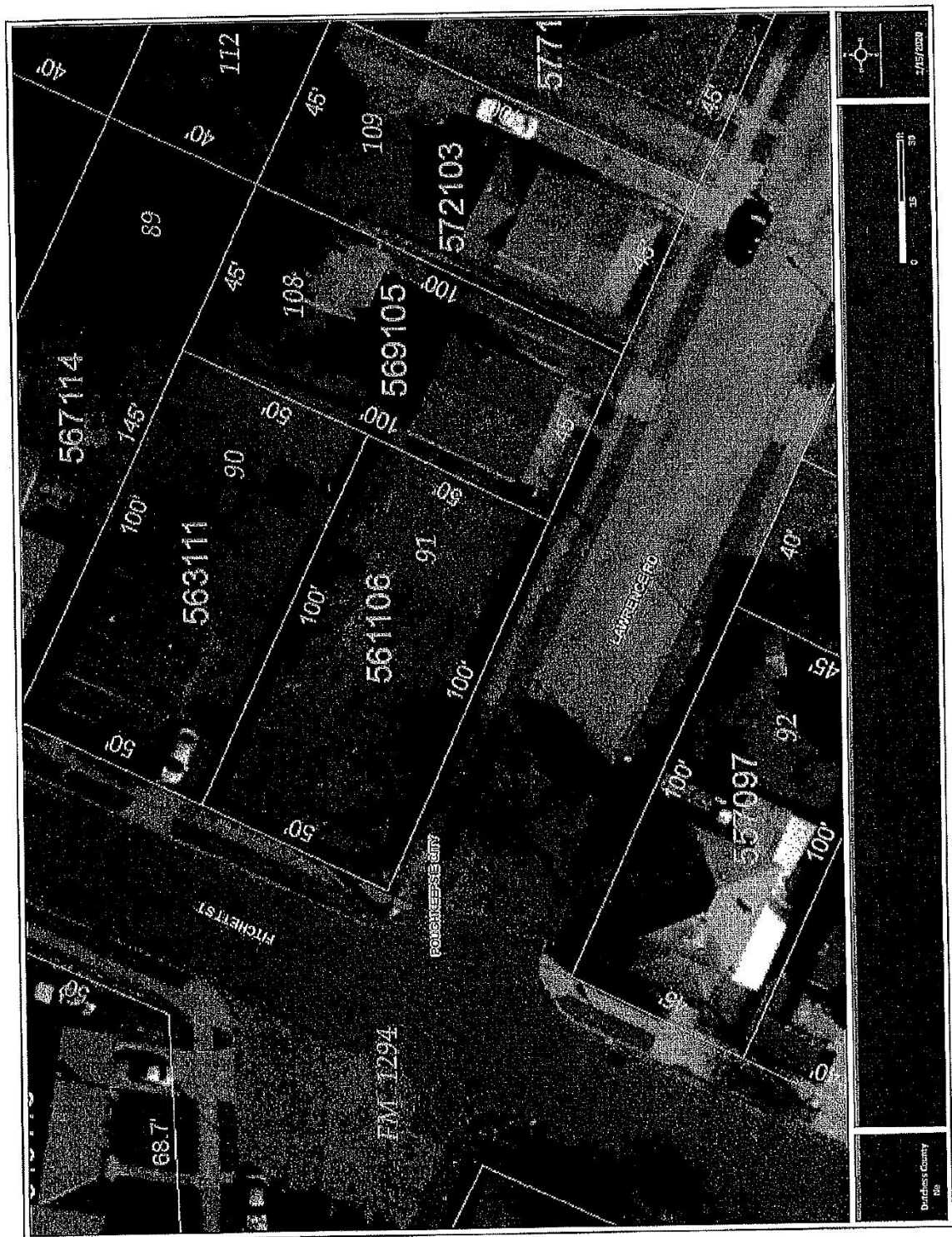
Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
(3) Comm/public	(3) Comm/public	(2) Typical	R-2	()

Special District Information:

Special District: GP000	Primary Units:	Ad Valorem Value
Spec. Dist. Name:	0	32900
Greater Poughkeepsie Dist		

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 1/15/2020. Developed and maintained by OCIS - Dutchess County, NY.



**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R20-XX)**

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at no number Fitchett Street and identified as Tax Map No.: 6162-81-561106; and

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

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

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and

Official Minutes of the Common Council Meeting of January 21, 2020

6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER _____.

**RESOLUTION
(R20-XX)**

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the City of Poughkeepsie is the owner of no number Fitchett Street and more particularly known as Tax Map No.: 6162-81-561106 (the, "Property"); and

WHEREAS, the Property is a vacant residential lot, approximately 100' x 50', located on the corner of Fitchett Street and Lawrence Road; and

WHEREAS, the city has received an offer to purchase the Property from James Patterson; and

WHEREAS, the city is desirous of selling the Property to James Patterson after a recommendation by the Property Acquisition and Disposition Committee ("PAD"); and

WHEREAS, James Patterson has offered to purchase the Property for \$9,500 and the Common Council has determined that to be fair and just compensation; and

WHEREAS, the Common Council hereby finds that the sale of the Property is in the best interests of the City of Poughkeepsie to approve such offer so that the premises may be returned to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the offer from James Patterson to purchase the premises identified as Tax Map No.: 6162-81-561106 in the City of Poughkeepsie for the sums of \$9,500 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

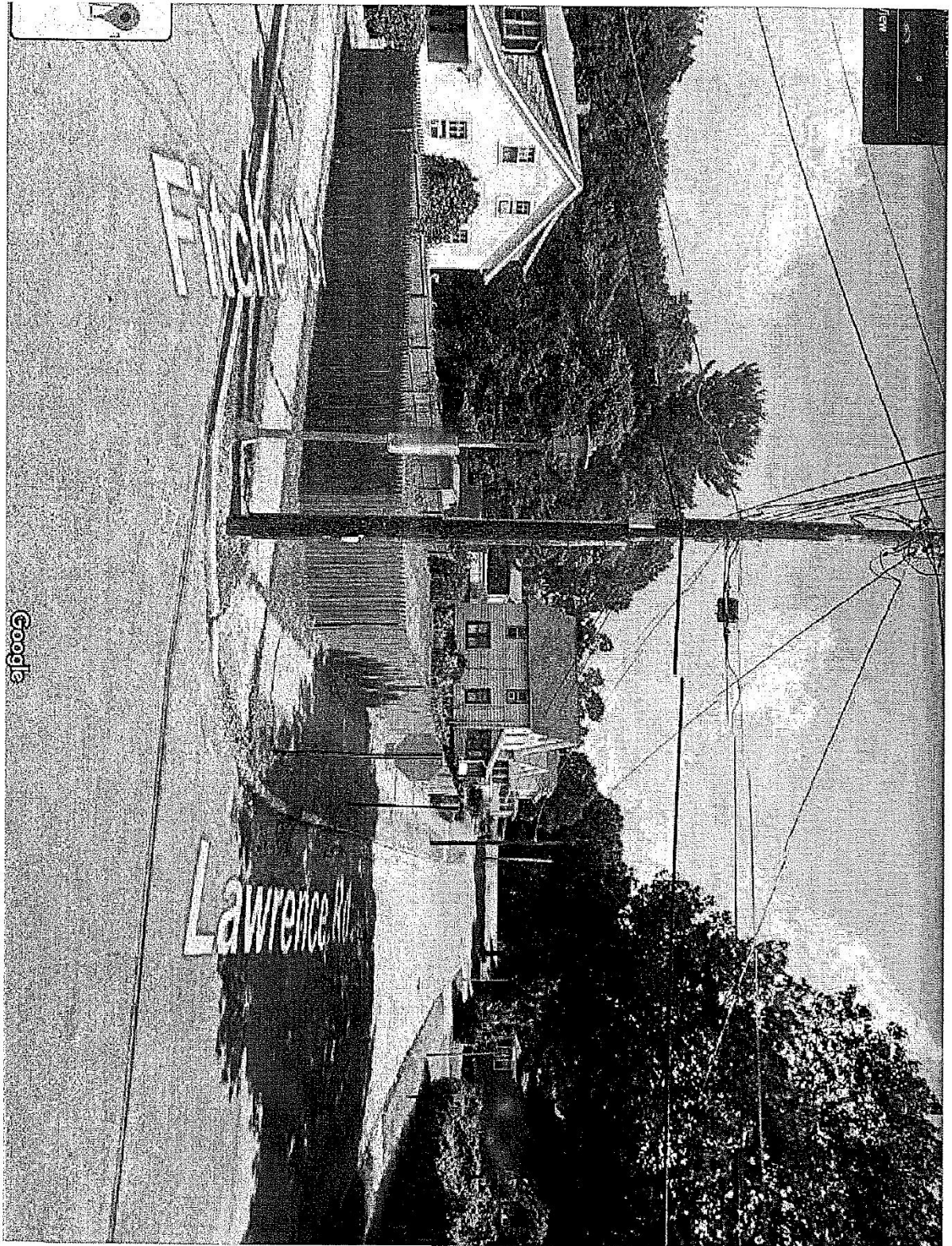
RESOLVED, that this sale is approved subject to the following conditions:

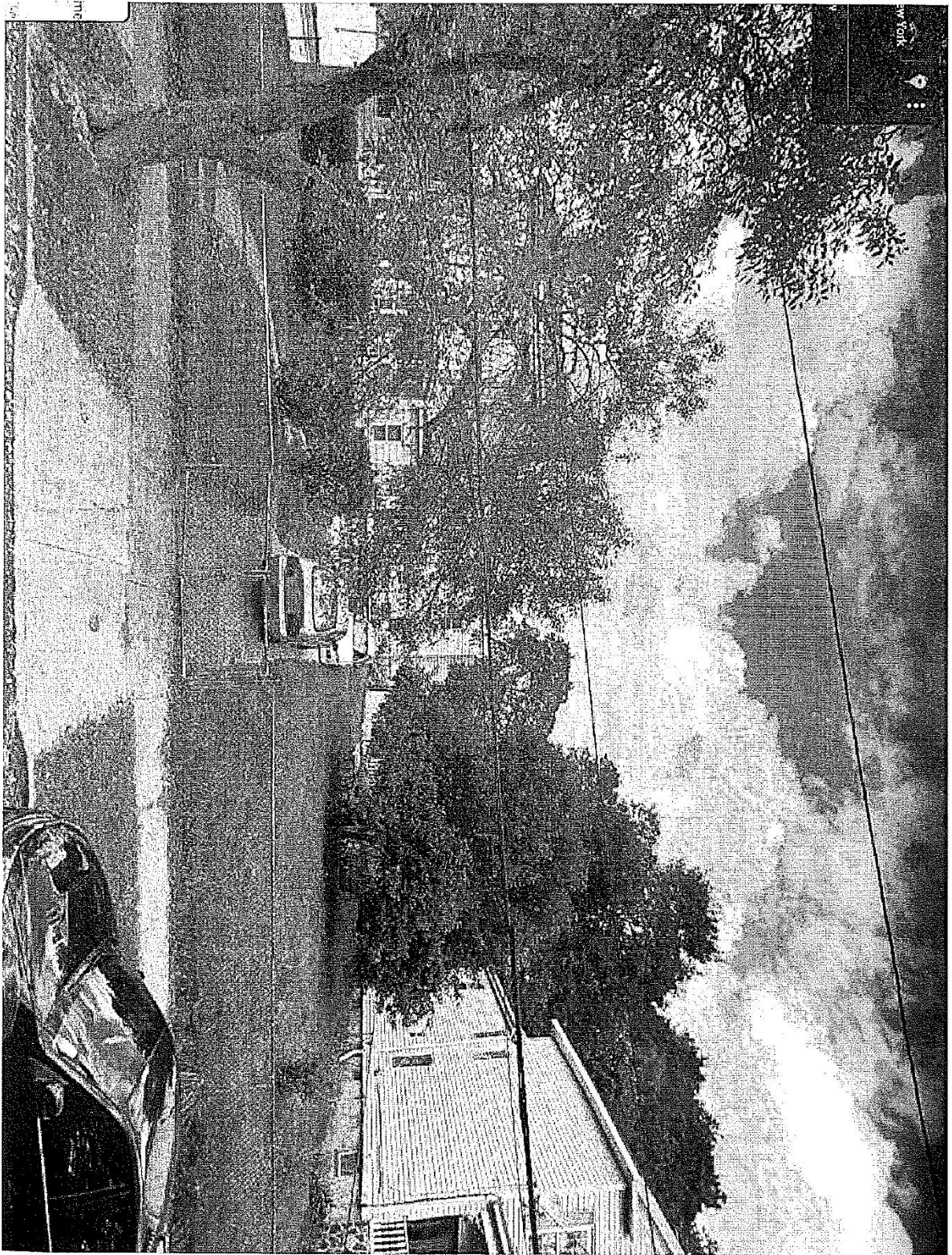
- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the Corporation Counsel shall grant such extension as he/she deems appropriate;**

- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;
- D. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and
- E. Purchaser must file for and receive a favorable judgment pursuant to Article 15 of the RPAPL within four (4) months of closing.
- F. Purchaser must submit plans for the construction of a 1 or 2 family home within six (6) months of closing, apply for a building permit once such plans are accepted and obtain a certificate of occupancy within twelve (12) months of the plans being accepted by the Building Department.

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract for the above mentioned transaction provided such contract contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER _____ :





3. **FROM CITY ADMINISTRATOR NELSON**, a communication regarding an update on the Lead Service Replacement Grant Project.

**THE CITY OF POUGHKEEPSIE
ENGINEERING DEPARTMENT**

Email: rdupilka@cityofpoughkeepsie.com
Phone: 451-4069, 451-4192
Fax: 451-4101

M E M O R A N D U M

TO:	MARC NELSON, CITY ADMINISTRATOR,
FROM:	RICHARD L. DuPILKA, P.E., CITY ENGINEER
DATE:	December 18, 2019
SUBJECT:	LEAD SERVICE LINE REPLACEMENT PROGRAM UPDATE

Program Background

The Lead Service Line Replacement Program (LSLRP) is funded through a grant from the NYSDOH that was received in January of 2018. The NYSDOH announced that the City of Poughkeepsie would receive \$544,745 in funding for this program. The program was intended to fund personal services, force account work by city employees, equipment, and construction related expenses.

In accordance with USEPA and NYSDOH recommendations, a specific goal of the program was to encourage residential households that included children with high blood lead levels, children under 6 years of age, pregnant women, or persons with special needs to participate in the program since these groups are at more risk to adverse effects with lead exposure. The City of Poughkeepsie Engineering Department prepared a Program Outline and application process that includes a prioritized site selection procedure based on the group risk criteria. This selection process is necessary since there are limited funds available for construction. Applications that meet the priority criteria are scored the highest and considered priority sites that will be done first. Sites that do not meet the priority criteria are scored lower and, therefore, would be put onto a waiting list for future consideration.

Significant additional outreach was carried out by City Engineering with the NYSOFC and Dutchess County Child Council in an effort to include daycare facilities in the city where young children are present during the day. Presently there are 6 daycare sites included in the initial round of work. Outreach continues for two other locations that have been identified as daycare facilities within the city.

Outreach was also carried out with the City of Poughkeepsie School District. The CPSD Facilities Director informed the city on October 31, 2018 that their external service lines were not an issue in regard to their facilities' lead testing, so they did not need to participate in the program.

It should be noted that the application process remains open and residents are still encouraged to apply. Program applications can be picked up at the City Engineering Department.

LSLRP Procurement Activities

The City Engineering Department prepared contract documents and specifications in house (force account) to serve as contract documents for the project to maximize the grant funds available for construction. These documents were submitted to the NYSDOH in November of 2018 for use in subsequent bidding of the project. The City received approval from NYSDOH to proceed to bidding and subsequently advertised the project on January 5, 2019. Four bids were received for the work. A requirement of the bid advertisement was for the contractor to solicit MWBE firms requesting a goal of 30% of the bid amount.

After review of bids, SunUp Construction of Wappinger Falls was the low bidder. The City Engineering Department transmitted the received bid documents to NYSDOH for review and approval on April 9, 2019. It should be noted that the contractor could not provide the entire 30% MWBE component with their work plan. This is very typical since there are a very limited number of these firms available to participate on projects due to their existing commitments and associated workload in the middle of the construction season. As a result, a MWBE waiver was requested by the contractor. It should be noted that the city could not formally award the contract until the waiver request was reviewed and approved by NYSDOH. Failure to wait for approval would risk loss of the associated NYSDOH grant funding. The entire review process took about three months causing a significant delay to the construction schedule. Upon review and considerable deliberation by NYSDOH, the city was notified that the MWBE waiver was approved on 7/2/2019. Performance Bonds were provided by the contractor and the city issued a Notice to Proceed to Sun Up Construction on 8/21/2019.

LSLRP Construction Activities

The City Engineering Department held a preconstruction conference on 8/22/2019 to review procedures and request product submittals. The following list of priority sites was developed to initiate the construction work. These locations are households meeting the priority criteria and/or are daycare facilities:

- 120 So. Hamilton Street
- 60 Delafield Street
- 71 So. Randolph Ave.
- 25 Adriance Avenue
- 21 Dwight Street
- 19 Marshall Street-Daycare
- 57 Manitou Avenue-Daycare
- 15 Whitehouse Avenue
- 7 Park Place-Daycare
- 22 Lown Court-Daycare
- 96 Garden Street-Daycare
- 75 Lent Street-Daycare

Official Minutes of the Common Council Meeting of January 21, 2020

9/11/19 Construction commenced for the Round 1 work sites. The first location to be replaced was at 120 So. Hamilton Street. A summary of the construction effort appears below.

<u>Address</u>	<u>Completion Date</u>
120 So. Hamilton Street	Completed 09/12/2019
21 Dwight Street	Completed 09/16/2019
19 Marshall Street-Daycare	Completed 9/26/2019
57 Manitou Avenue-Daycare	Completed 10/1/2019
22 Lown Court-Daycare	Completed 10/7/2019
96 Garden Street-Daycare	Completed 10/9/2019
7 Park Place-Daycare	Completed 11/20/2019
75 Lent Street-Daycare	Completed 11/22/2019
60 Delafield Street	Completed 11/26/2019
71 So. Randolph Ave.	Completed 12/11/2019
25 Adriance Avenue	Weather-postpone to Spring 2020
15 Whitehouse Avenue	Weather-postpone to Spring 2020

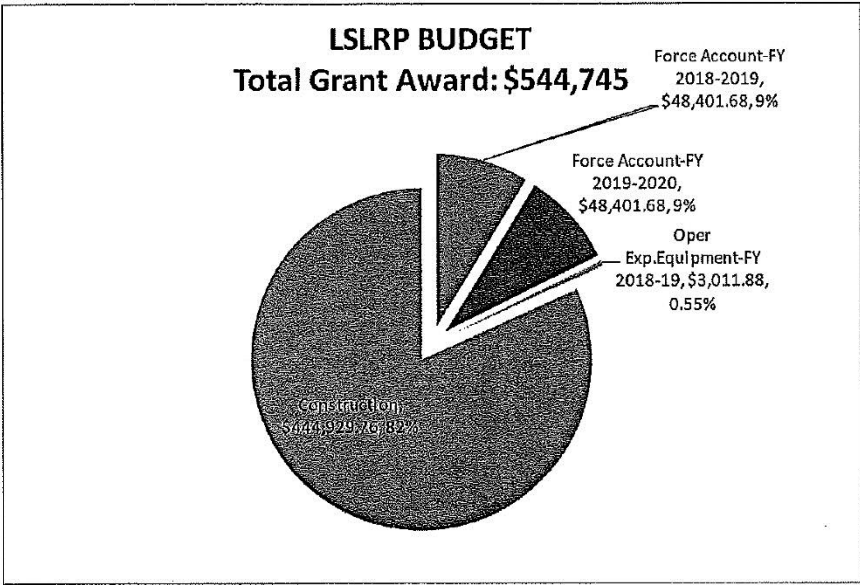
It should be noted that all of the city daycare facilities (6) that requested participation in the LSLRP program were completed this construction season. Unfortunately, the low temperatures and snowy weather complicated the work effort in December 2019. As a result, a winter construction shut down was initiated. Work is expected to resume in Spring 2020 after the local hot asphalt plants open.

Payment for work completed by the contractor will be paid by the city. The Engineering Department will request reimbursement from the NYSDOH by preparing vouchers reflecting payments made. To date the estimate for work completed is approximately \$210,000. Work is expected to be carried out from site to site until the NYSDOH construction budget of \$ 444,929.76 is exhausted.

Supporting information is attached that includes a Program Chronology, Program Budget Report, and a Construction Cost Summary Estimate for work completed to date.

Should you, the Common Council, or constituents have any questions or need further information please feel free to contact me.

City of Poughkeepsie Engineering Department
Richard DuPilka, P.E., City Engineer
Email: rdupilka@cityofpoughkeepsie.com
845-451-4069/451-4192



LSLRP Project Expenditures to Date

Total Grant Award		\$544,745.00	100.0%
Force Account-FY 2018-2019	\$48,401.68		
Force Account-FY 2019-2020	\$29,244.72		
Oper Exp. Equipment-FY 2018-19	\$3,011.88		
Construction	\$210,000.00		
Total Spent to Date		\$290,658.28	53.4%

Official Minutes of the Common Council Meeting of January 21, 2020

PROJECT NAME:

Lead Service Line Replacement Program

CONTRACTOR SFS PAYEE NAME:

City of Poughkeepsie, N.Y.

CONTRACT NO:

1000002329

CONTRACT PERIOD
Date of Report: 12/19/2019

From: 3/1/2018
To: 2/28/2019

FUND YEAR 1

CATEGORY OF EXPENSE	Original Budget	Change	Modified Budget 12/19/2019	Actual Expenditures	Reimbursements
1. Personal Services					
a) Salary	\$ 60,045.38	\$ (22,588.83)	\$ 37,456.55		\$ 5,931.58
b) Fringe	\$ 23,243.62	\$ (12,298.49)	\$ 10,945.13		\$ 42,470.10
Subtotal	\$ 83,289.00	\$ (34,887.32)	\$ 48,401.68	\$ 48,401.68	\$ 48,401.68
2. Non Personal Services					
a) Contractual Services	\$ 122,320.11	\$ (122,320.11)	\$ 0.00	\$ -	
b) Travel			\$ 0.00	\$ -	
c) Equipment			\$ 0.00	\$ -	
d) Space/Property & Utilities			\$ 0.00	\$ -	
e) Operating Expenses	\$ 7,500.00	\$ (4,488.12)	\$ 3,011.88	\$ 3,011.88	\$ 3,011.88
Office/Computer Equipment					
Other			\$ 0.00	\$ -	
Subtotal	\$ 129,820.11	\$ (126,808.23)	\$ 3,011.88	\$ 3,011.88	\$ 3,011.88
TOTAL FUND YEAR 1	\$ 213,109.11	\$ (161,695.55)	\$ 51,413.56	\$ 51,413.56	\$ 51,413.56

Official Minutes of the Common Council Meeting of January 21, 2020

PROJECT NAME:

Lead Service Line Replacement Program

CONTRACTOR SFS PAYEE NAME:
CONTRACT NO:

City of Poughkeepsie, N.Y.
1000602329

CONTRACT PERIOD
Date of Report: 12/19/2019

From: 3/1/2019
To: 2/28/2020

FUND YEAR 2

CATEGORY OR EXPENSE	Current Budget	Changes	Modified Budget - June 2019	Actual Expenditures	Reimbursements
1. Personal Services					
a) Salary	\$ 60,045.38	\$ (22,588.83)	\$ 37,456.55	\$ 18,198.42	\$ 18,198.42
b) Fringe	\$ 23,243.62	\$ (12,298.49)	\$ 10,945.13	\$ 11,046.30	\$ 11,046.30
Subtotal	\$ 83,289.00	\$ (34,887.32)	\$ 48,401.68	\$ 29,244.72	\$ 29,244.72
2. Non Personal Services					
a) Contractual Services	\$ 248,346.89	\$ 196,582.87	\$ 444,929.76	\$ -	\$ -
b) Travel	\$ -	\$ -	\$ -	\$ -	\$ -
c) Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
d) Space/Property & Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
e) Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
f) Other	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 248,346.89	\$ 196,582.87	\$ 444,929.76	\$ 29,244.72	\$ 29,244.72
TOTAL	\$ 331,635.89	\$ 161,695.55	\$ 493,331.44	\$ 29,244.72	\$ 29,244.72

City of Poughkeepsie LSLRP Reimbursement Request Summary

Fund Year 2018-2019	Voucher No.	Date	LSLRP Budget Code	Budget Line / Expense	Budget Amount	Reimb. Amount
3/1/2018-2/28/2019						
	1	2/7/2019	2	Non -Personal Services Office Expense	3,011.88	\$3,011.88
				Office Equipment		
	2	3/2/2019	1	Personal Services-Force Account		\$42,470.11
	3	5/14/2019	1	Personal Services-Force Account	\$48,401.68	\$5,931.57
						\$48,401.68
Fund Year 2018-2019	Voucher No.	Date		Budget Expense		Reimb. Amount
3/1/2019-2/28/2020						
	4	7/23/2019	1	Personal Services-Force Account		\$18,198.42
	5	10/28/2019	1	Personal Services-Force Account	48,401.68	\$11,046.30
						\$29,244.72

2018-19 ISLRP Construction Round 1 Work Plan

Location	Last Name	Type	Estimated Cost	No. Services Replaced at Address	Completion Date
120 So. Hamilton Street	Biasini	high lead level child	\$46,023.50	2	Completed 09/12/2019
21 Dwight Street	North	Young Children	\$33,633.50	1	Completed 09/16/2019
19 Marshall Street	Selman	Daycare	\$13,864.00	1	Completed 9/26/2019
96 Garden Street	Oliver	Daycare	\$12,709.00	1	Completed 10/9/2019
57 Manton Avenue	Wright	Daycare	\$16,332.00	1	Completed 10/1/2019
22 Lown Court	Paulin	Daycare	\$18,624.50	1	Completed 10/7/2019
7 Park Place	Horton	Daycare	\$14,350.00	1	Completed 11/20/2019
73 Lent Street	Mc Clinton	Daycare	\$15,208.00	1	Completed 11/22/2019
71 So. Randolph Ave.	Avery	Young Children	\$15,379.50	1	Completed 11/26/2019
60 DeLafield Street	Burgin	Disabled/leak	\$22,993.50	1	Completed 11/26/2019
25 Adair Avenue	Falsetta	Young Children	\$0.00	Pending	Weather-postpone to Spring 2020
15 Whitehouse Avenue	Lipton	Disability	\$0.00	Pending	Weather-postpone to Spring 2020
Round 1 Totals			\$209,117.50	11	services replaced
Cost Per Service Avg:			\$19,010.68		

LEAD SERVICE LINE INFORMATIONAL MATERIALS



The City of Poughkeepsie

LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

What is the Lead Service Replacement program?

The City of Poughkeepsie is participating in the New York State Lead Service Line Replacement Program. Under this program, the City of Poughkeepsie was awarded a State grant to replace the pipe connecting your household plumbing to the water main in the street, if it contains lead. If you are selected to participate in this program, your water service line can be replaced at no cost to you.

Why is this program important?

Service lines that contain lead are a health concern because they can be a source of lead in tap water. Service lines that contain lead can corrode, causing lead to enter drinking water. The presence of a lead service line does not always mean a home has a lead issue. However, it is best to avoid lead in drinking water. The U.S. Environmental Protection Agency estimates that 20% or more of lead exposure in young children may come from drinking water, and infants who get mostly mixed formula can receive 40-60% of their total exposure to lead from drinking water.

How will the program work?

We will assist homeowners who participate to determine if their water service line contains lead. If it does, we can work together to replace it. We will need to shut the water off to your home while the water service line is replaced. After the water service line is replaced, you will need to flush the plumbing in your house to remove any particles or sediment which may have become loose dislodged during construction. We will provide specific instructions on how to flush your house's water system.

Any pavement, sidewalk or lawn that was disturbed when the line was replaced will be restored at no cost to you once the work has been completed.

Available Resource Materials

Where can I get more information about lead in drinking water?

<https://www.health.ny.gov/publications/2508/>

Where can I get more information about lead hazards?

<https://www.health.ny.gov/environmental/lead/>



The City of Poughkeepsie

LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Where can I get more information about the Lead Service Line Replacement Program?

<https://www.health.ny.gov/environmental/water/drinking/lsrp/> or
LSRRP@health.ny.gov

Please call the City of Poughkeepsie 845-451-4069 or 451-4192 to learn more about the project in our community.

Frequently asked questions about how the work will be carried out.

Q: Who will be doing the work?

A: A Licensed Plumbing Contractor hired by the City

Q: Will you be digging a trench?

A: Most likely yes, in some cases, a trenchless technique like directional borings may be considered as an alternative.

Q: How long will it take to replace the pipe?

A: It would be expected that the work can be completed in 2-3 days in most cases.

Q: Will residents be contacted when the work occurs?

A: Yes

Q: Will residents need to be home when the work is done?

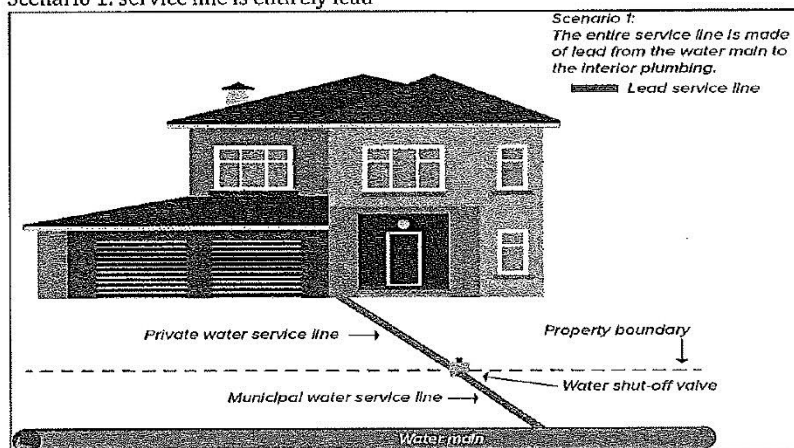
A: Not in most cases, however residents will need to be available to allow access to their basement/water meter.



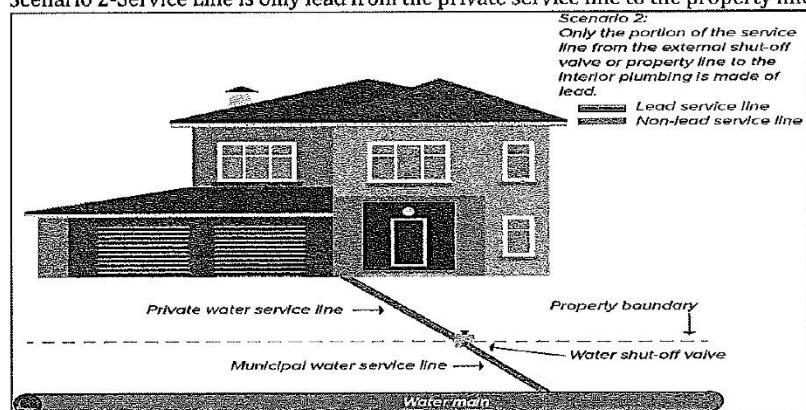
The City of Poughkeepsie LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Schematic Diagrams of Typical Lead Service Arrangement

Scenario 1: service line is entirely lead



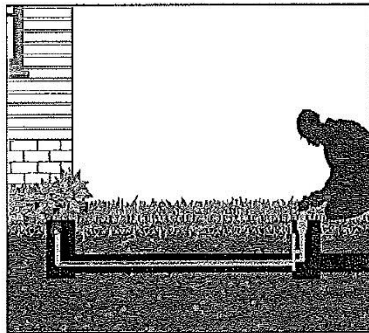
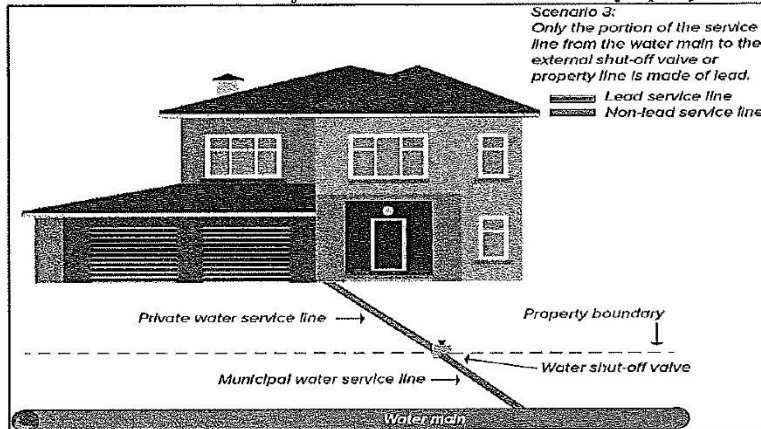
Scenario 2-Service Line is only lead from the private service line to the property line



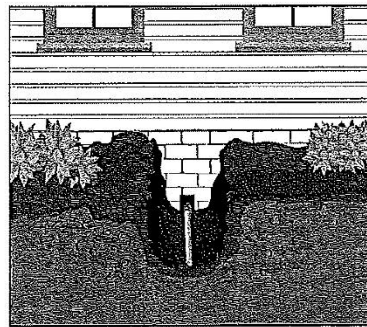


The City of Poughkeepsie LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Scenario 3-Service Line is only lead from the water main to the property line



Trenchless Line Replacement



Water Service Trench-Excavated



The City of Poughkeepsie

LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Water Service Pipe Scratch Test Procedure (To determine Water Service Material Type)

Tools Needed:
Flathead Screwdriver
Refrigerator Magnet

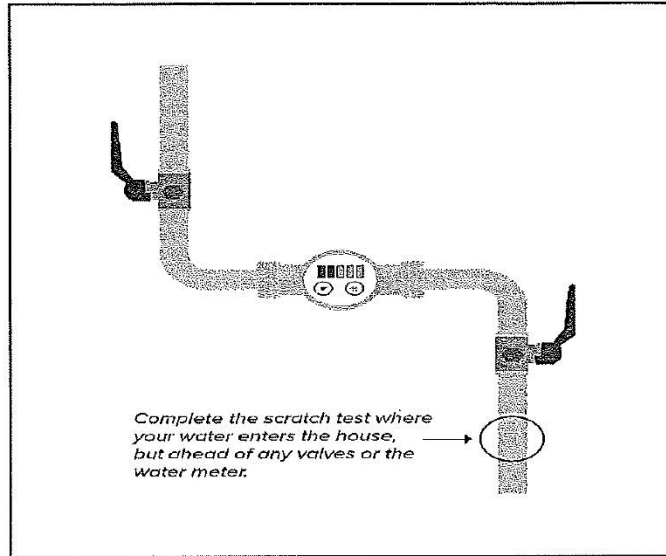
1. Locate the water service line coming into the building. This is typically found in the basement. An "inlet valve" and the water meter are installed on the pipe after the point of entry.
2. Identify a test area on the pipe between the point where it comes into the building and the inlet valve. If the pipe is covered or wrapped, expose a small area of metal.
3. Use the flat edge of a screwdriver or other tool to scratch through any corrosion that may have built up on the outside of the pipe.

TEST RESULTS & CONCLUSIONS:

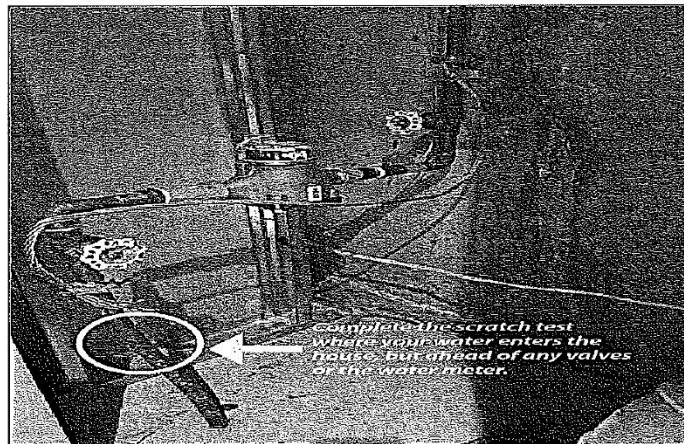
- If the scraped area is shiny and silver, your service line is lead. A magnet will not stick to lead pipe.
- If the scraped area is copper in color, like a penny, your service line is copper. A magnet will not stick to a copper pipe.
- If the scraped area remains a dull gray, and a magnet sticks to the surface, your service line is galvanized steel.



The City of Poughkeepsie LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)



Scratch Test Procedure Location

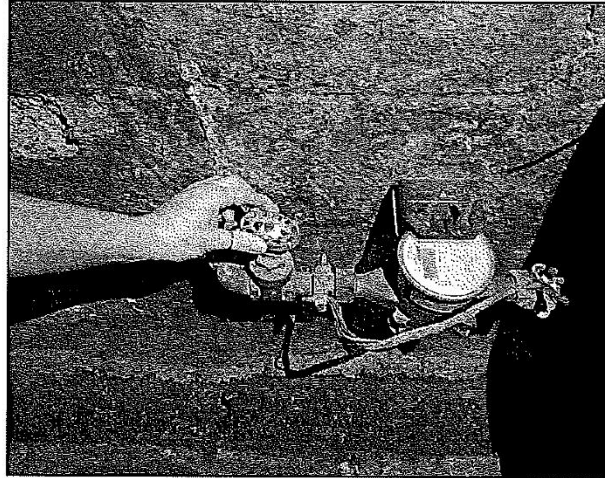




The City of Poughkeepsie

LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Typical Water Meter Arrangement



QUESTIONS ABOUT ANYTHING IN THIS DOCUMENT? SEND A NOTE TO
LSLRP@HEALTH.NY.GOV

X. NEW BUSINESS:

Official Minutes of the Common Council Meeting of January 21, 2020

Councilmember Johnson made a motion to reconsider Resolution R20-12, **Councilmember Cherry** seconded the motion. 8 Aye- 0 No

Councilmember Johnson made a motion to table Resolution R20-12, to the Common Council Meeting of Tuesday, February 18, 2020. 7 Aye-1 No (Councilmember Menist)

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Brannen and seconded by Councilmember Lorraine Johnson to adjourn the meeting at 10:02 p.m.

Dated: January 29, 2020

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, January 21, 2020.

Respectfully submitted,

Deanne L. Flynn
City Chamberlain