



COMMON COUNCIL MEETING

Common Council Chambers

Tuesday, January 21, 2020

6:30 p.m.

I. ROLL CALL:

II. REVIEW OF MINUTES:

Common Council Meeting of January 6, 2020

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

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

V. MAYOR'S COMMENTS:

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. MOTIONS AND RESOLUTIONS:

1. Resolution R20-12, authorizing the extension of a license agreement with Mid-Hudson Heritage Center d/b/a Fall Kill Creative Works for the operation of the Glebe House.

IX. ORDINANCES AND LOCAL LAWS:

1. Ordinance O-20-01, approving amendments to the Article XX, "Towing of Vehicles from Private Property".

X. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

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

XI. UNFINISHED BUSINESS:

XII. NEW BUSINESS:

XIII. ADJOURNMENT:

RESOLUTION
(R20-12)

INTRODUCED BY COUNCILMEMBER MCNAMARA

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 _____.

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.

CITY OF POUGHKEEPSIE

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

By: _____
Mayor Robert Rolison

By: _____
Kate Mitchell, Executive Director

**ORDINANCE AMENDING ARTICLE XX OF CHAPTER 13 OF
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 _____.

~~{STRIKETHROUGH}~~ INDICATES DELETION
UNDERLINING and **BOLD** INDICATES ADDITION

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(e), (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.

Commented [1]: Editor's Note: This ordinance also renumbered former §§ 13-316 through 13-321 as 13-317 through 13-322, respectively.

RESOLUTION
(R20-13)

**APPROVING AN AGREEMENT WITH DUTCHESS COUNTY REGARDING
CATEGORIES OF PROPOSED ACTIONS THAT SHALL BE DEEMED OF
LOCAL CONCERN FOR PURPOSES OF REVIEW UNDER GML §239-m**

INTRODUCED BY CHAIR SALEM

WHEREAS, pursuant to GML §239-m the City must refer certain actions to the Dutchess County Department of Planning in order to assess its potential for inter-community and county-wide impact and consistency; and

WHEREAS, the City and County are permitted to enter into an agreement exempting categories of actions that are mutually deemed of local concern and thus not subject to referral under GML §239-m; and

WHEREAS, the County and City are desirous of entering into an agreement thereby eliminating the need for the City to refer and the County to review action which are strictly matters of a local concern, do not impact other communities and have no county-wide impact; and

WHEREAS, the Common Council has determined that this agreement will increase efficiency and is in the best interest of the City; and

NOW, THEREFORE

BE IT RESOLVED, by the Common Council of the City of Poughkeepsie approves and supports the agreement attached hereto and made a part hereof as if fully set forth herein as permitted pursuant to GML §239-m; and be it further

RESOLVED, that the Mayor is authorized to execute said agreement in form and substance as attached hereto and do all things necessary to give effect to the resolution.

SECONDED BY COUNCILMEMBER _____.

AGREEMENT

THIS AGREEMENT, made this day of , 20 , by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and CITY OF POUGHKEEPSIE, a municipality within Dutchess County, whose address is 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, New York State General Municipal Law Section 239 requires local municipalities to refer applications for certain planning and zoning actions to the Dutchess County Department of Planning & Development for review, and

WHEREAS, the New York General Municipal Law Section 239 further requires the County to assess all such applications as to whether the requested action would have a "county wide" or "inter-community" impact and comment on same, and

WHEREAS, the current referral process results in the processing of applications each year from towns, villages, and cities to the County, a portion of which have neither county-wide or inter-community impact, and

WHEREAS, New York State General Municipal Law authorizes the County to enter into agreements with local municipalities in order to determine which, if any, of the local municipal actions subject to referral may be deemed strictly matters of local determination, and therefore, not subject to the referral process, and

WHEREAS, the County hereby proposes to eliminate the necessity of the County's review and comment on such local actions, and

WHEREAS, it is hereby mutually agreed by and between the parties hereto as follows:

1. TERM OF AGREEMENT: This Agreement shall be effective as of the date of execution, and shall terminate on December 31, 2020+9, unless otherwise terminated as set forth herein. ~~The term of this Agreement shall be extended automatically for a successive year, for a total of two (2) years.~~ If either party decides to terminate this Agreement, either party shall send a written notice of termination to the other party at least thirty (30) days before the end of any

term. This Agreement shall terminate upon thirty (30) days written notice by either party to the other.

2. PAYMENT: None.

3. REFERRALS TO BE ELIMINATED: The following actions shall be eliminated from the referral and review process:

- a. administrative amendments (zoning amendments regarding fees, procedures, penalties, etc.);
- b. special use permits, use variances and area variances for residential uses; and
- c. renewals/extensions of site plans or special permits that have no changes from previous approvals.

4. REFERRALS NOT TO BE ELIMINATED: The following actions shall not be eliminated from the referral and review process:

- a. comprehensive/master plans;
- b. zoning amendments (standards, uses, definitions, district regulations, etc.);
- c. rezonings;
- d. other proposed local laws and/or other authorizations adopted pursuant to zoning (wetlands, historic preservation, affordable housing, architectural review, etc.);
- e. site plans (all); and
- f. special permits, use variances, and area variances for all non-residential uses.

5. NOTICES: Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Commissioner of Planning & Development
Dutchess County Dept. of Planning & Development
27 High Street
Poughkeepsie, NY 12601

City of Poughkeepsie
Att: Mayor
62 Civic Center Plaza
Poughkeepsie, NY 12601

6. ENTIRE AGREEMENT: The term of this Agreement, including any attachments, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded in this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

MUNICIPALITY:

Eoin Wrafter, Commissioner of
Planning & Development

BY: _____
Robert Rolison, Mayor



THE CITY OF POUGHKEEPSIE
NEW YORK

COMMON COUNCIL MEETING
MINUTES

Monday, January 6, 2020 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- 7 Present- 2 Absent (Councilmember McNamara and Flowers)

II. REVIEW OF MINUTES:

CCM Minutes 12-16-19 and Re-Org Mtg 1-2-2020						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	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.

Ken Stickle-188 Catherine Street
Dwayne A. Ward-159 Thompson Street
Warren Jones-North Clover Street
Shelia Drew-66 Washington Street
Caroline Fenner-Mothers Out Front
Darrett Roberts Franklin Street
Laurie Sandow-South Grand Avenue

Official Minutes of the Common Council Meeting of January 6, 2020

Laurie Sandow comments, Common Council meeting, January 6, 2020 — Pg. 1 of 2

At the end of September, this Council voted themselves a substantial raise. I also got a raise. As with all City residents, my compensation for attending these meetings, and being actively involved in the life of the City, went from zero to...double zero.

At their last meeting in December, this Council—via last-minute resolutions, not posted to the public—this Council commandeered \$100,000 from the City's contingency fund for their own Council use. No rules, no guidelines, no specifics, no advance notice: commandeered nevertheless—a very sad window into likely behavior from this Council over the next two years. Also sad was that Mayor Rolison did not veto those resolutions, regardless of whether the Council had the ability to override.

At a conference in New Paltz in November, Sarah Salem, this City's new Council chair, gleefully announced their distaste for Republicans. It seems fair to interpret the new seating arrangement at these meetings as a living expression of that distaste. In one news article covering the January 2nd swearing-in ceremony, it was noted that Councilmember Lorraine Johnson refused to take the seat to which she'd been re-assigned. I hope Ms. Johnson will provide the public with more detail about that.

I further note that authority to rearrange seating does not appear in the City's Charter, but appears only in the Council's own self-created, self-serving rules of conduct and procedure. The first sentence of that rule reads: "The presiding officer shall designate the seating arrangement for Councilmembers and staff at Council meetings and the order of voting of Councilmembers on all matters coming before the Council for a vote." Well, first, we can see that the new seating arrangement has been ordered to provide the two Sarahs [Salem and Brannen] with the final votes on any matter, after observing which way the wind is blowing. Second, to the best of my knowledge, the Mayor and the City Administrator are not Council staff, and the Corporation Counsel and the Chamberlain are shared staff, so I request clarification from the Mayor and City Administrator as to whether they were involved in consultation and approval of the new seating arrangement.

Laurie Sandow comments, Common Council meeting, January 6, 2020 — Pg. 2 of 2

While someone on the Council has created a new Facebook page, whose anonymous administrator is busy collecting Email addresses and dishing out propaganda like “in service to our community”, the reality is that the Council’s new rules—repeatedly revised—impose even further limits on public comment. Why—“in service to our community” and transparency—has no redlined version of the rules ever been posted for public scrutiny? Why “in service to our community” do the new rules violate the Charter in the sentence limiting the public to opinions about agenda items only? [Setting aside that such a rule is unconstitutional] such a rule would be comical, if it were not so offensive, especially when certain councilmembers, 1—have a documented track record of adding and deleting agenda items at the last minute; and 2—advantaging members of their private pipelines with advance notice about last-minute agenda items.

Because the public’s comment time is so limited, I will conclude with one more observation about the revised Rules:

We have a Council that imposes no rules, transparency, or penalties on itself regarding attendance, absences, lateness, sobriety, decorum and criminal behavior; and a Council where some members continue willful law-breaking regarding blocked social media, and Freedom of Information requests. I note the irony of a Council that won’t police itself, while hiding behind a Sergeant-at-Arms to police others. Their latest addition to the rules of conduct is a deliberate message of intimidation. Their addition reads, “Said person shall be subject to all civil and criminal penalties that may apply to their conduct.”

Gus Kazolias-47 Noxon Street
Ken Stier-31 Verrazzano Blvd
Carli Fraccavolli-Scenic Hudson
Charles Davenport-Wappingers Falls
Ezra Weissman-Union Street
Andrew Pessucco-Kingston, New York

V. MAYOR’S COMMENTS:

Mayor Rolison: Thank you. I wanted to brief the Council tonight at I believe was the last meeting of 2019. We heard a comment in reference to the crosswalk and a pedestrian accident from the failing partnership building. I just want to report that last week myself, the city administrator, members of DPW, Police Department, Traffic

Division and city engineering staff were at that intersection and that crosswalk and looked at all of the challenges with that particular location. I can tell you that engineering is coming up with a plan on a potential of relocating the crosswalk. We're going to be doing some better signage locations there. Some of these are short term. Some of these are going to be long term. Also, the lighting there, we're going to be looking at that. And one of the things that became evident as we were there for at least a half an hour, there probably were 40 plus individuals who went back and forth and one person used the crosswalk. People coming directly out of the parking lot and walking directly across the street. And vice-versa, and there was one person who came out of the partnership and actually not because we were standing there a little literally when we first got there, came and walked across the actual crosswalk and then came in and walked into the parking lot. So that's a challenge because of the direct line and the fact that curb cuts and other types of things. As far as the bridge over the Fallkill. So we're actively working on it. And I'll give you an update. But we were there and we're going to make changes to make it safer. Thank you.

Councilmember Menist: Point of information Chair. Mr. Mayor, I thank you very much for that update. I greatly appreciate your administration looking into this. I know it's a major concern for many of our constituents. I would just ask. I know you briefly mentioned a few of the concepts that were put out by the administration and other members of the department heads who are looking at the crossing there. I would ask that one of the traffic calming measures that are used in that area to be studied at least are speed tables and speed bumps to slow the rate of traffic regardless of whether or not people are crossing at crosswalks. I believe that our goal should be making the city safer for pedestrians over automobiles. And that means slowing down the rate of speed of vehicles on that street. So I would just ask that you look into that.

Mayor Rolison: And we will. And we are. Thank you very much.

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

Chair Salem: And so I wanted to make a few brief comments. One being that you may have noticed that I am beginning our meetings with an indigenous land acknowledgement. And I wanted to clarify for people who aren't familiar with that practice that this is a formal statement or an expression of gratitude and appreciation to recognize and offer respect to our indigenous people who have been the traditional stewards of this land and who continue to have a relationship to these traditional territories. And so it's a way for us to understand this longstanding history and the history that brought us to this land here, specifically even here in the city of Poughkeepsie. So I wanted to make that clear. And if anyone has any other questions about how it's traditionally done in and in what settings, please feel free to contact me.

I also in in that way want to talk about communications. You may have noticed, too, that we have started a Poughkeepsie common council Facebook page and a

Poughkeepsie Common Council Instagram. And this is to give all of us an opportunity to put out to the community, not just meeting minutes and agendas and information about important events that are happening in City Hall and throughout the community, but also about what we're doing individually as council members for the community and in service to the community and the city of Poughkeepsie. And so I encourage you to follow us on Facebook and to follow us on Instagram. And so we can open up the channel of communication even further than we have previously.

And, you know, that being said, we are experiencing major back end issues on our city Web site, and that has prevented us from posting materials to the Web site such as the agenda. And so we're working on it. It's an administrative issue in our I.T. department has been working on it tirelessly. And I thank you all for your patience until we find a way to post to the city Web site. I'm individually posting a link to our agendas, which will then be posted on our Facebook page. So, again, I really encourage you to follow that Facebook page. And I know that the city of Poughkeepsie Facebook page is also posting links to the agenda. And I'm sure they will be posting links to the agendas of other meetings and subsequent materials that aren't able to make it to the Web site.

I do also, you know, the next section on the agenda that is forthcoming is called Reports of Committees and Boards. And today, we don't have any material to report under that section. But I did also want to clarify that that this is the portion of our meeting that will provide the public and members of our body with critical updates from the various volunteer boards and committees. And it will also be a way that we can report on the work that our standing legislative committees and boards have been able to accomplish. And so we're actually considering adding a number of different standing committees to our legislative process. In addition to the Finance Committee, such as a committee on economic development in planning, public safety, diversity, equity and inclusion, environmental and community resilience and so on. And we're still as a body we have to go under a number of stages of determination to see which committees we think will be most impactful, but standing committees are critical components in the legislative process and they can help us to better manage the complexity of issues that we confront. And I think that they're going to help us do that in a more efficient way. And so I'm excited to say that we're considering the addition of these different kinds of committees. And with that being said, we will now move on to motions and resolutions.

VII. REPORTS OF COMMITTEES AND BOARDS:

NONE

VIII. MOTIONS AND RESOLUTIONS:

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

**NYS LOCALITY RESOLUTION EXPRESSING OPPOSITION TO THE
DANSKAMMER POWER PLANT BUILD-OUT PROPOSAL**

Resolution of the City of Poughkeepsie Common Council calling on the NY Board on Electric Generation Siting and the Environment to reject the Danskammer application and related permits

**RESOLUTION
(R20-11)**

RESOLUTION SPONSORED BY CHAIR SALEM

WHEREAS, The State of New York's current State Energy Plan calls for 50 percent of electricity generation to come from renewable energy sources by 2030 including a 40 percent reduction in greenhouse gas emissions from 1990 levels by 2030, and Governor Cuomo's new climate goal is to transition the state to 70 percent clean, renewable energy by 2030, and 100 percent by 2040; and

WHEREAS, According to Food and Water Watch, "The Danskammer would be a massive 550 MW fracked gas plant posing huge risks to the air and water of the local community -- and worsening our climate crisis by burning dirty fossil fuels around the clock"; and

WHEREAS, the Danskammer plant will release a significant increase in air pollutants locally and regionally, negatively impacting the health of Poughkeepsie residents; and natural gas-fired power plants can also release radon, a naturally occurring radioactive material that is the second leading cause of lung cancer in the United States; and

WHEREAS, the Danskammer plant will increase carbon gas emissions, including methane emissions which are the most damaging of greenhouse gasses, and the significant increases in the impacts of climate change globally mean there is great urgency to stop the sources of large-scale greenhouse gas emissions like fossil fuel power plants; and

WHEREAS, Danskammer cannot show that its proposal is in the public interest if it cannot demonstrate a need for a new gas plant, even given the closing of the nearby nuclear Indian Point Energy Center, Danskammer must prove to the public whether increased generation capacity is needed and if so, how much; and this will be very unlikely to be proved, since recent unbiased studies including the 2017 "Synapse" study "Clean Energy for New York: Replacement Energy and Capacity Resources for the Indian Point Energy Center Under New York Clean Energy Standard (CES)" from February 2017, <http://www.synapse-energy.com/sites/default/files/Clean-Energy-for-New-York-16-121.pdf> show that new energy efficiencies and existing renewable energy producers will within two years provide as much output as Indian Point Energy Center would have produced; and

WHEREAS, Building this plant could discourage renewable power generation infrastructure development, which is where our community should be investing our time and money for our future energy needs. Should our region need additional power generation, any such need should not be met with new fossil fuel generation—as Danskammer proposes—but rather through

Official Minutes of the Common Council Meeting of January 6, 2020

renewable non-combustion alternatives (i.e., wind, solar) in line with the state's energy policies; and

WHEREAS, The Danskammer build-out proposal is incompatible with our state energy plan, is wrong for the global needs of climate change, and will negatively impact the quality of our air, water, health, economy, and our environment;

NOW, THEREFORE

BE IT RESOLVED, that the **City of Poughkeepsie Common Council** call upon the NY Board on Electric Generation Siting and the Environment to reject the Danskammer application and related permits; and,

BE IT FURTHER RESOLVED, that the City Chamberlain is directed to submit this statement to the NY Board on Electric Generation Siting and the Environment and to send a copy of this resolution to:

- U.S. Senator Kirsten Gillibrand
- U.S. Senator Charles Schumer
- N.Y. Governor Andrew Cuomo
- N.Y. State Senator Sue Serino
- N.Y. State Assemblyman Jonathan Jacobson
- Dutchess County Executive Marcus Molinaro
- Dutchess County Legislative Chair A. Gregg Pulver

RESOLUTION SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

R20-11						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	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:

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM COUNCILMEMBER BRANNEN**, an update regarding the proposed Land Bank.
2. **FROM GREG GATTO**, a notice of property damage sustained on December 12, 2019. **Referred to Corporation Counsel**

- 3. FROM HUDSON POINTE POUGHKEEPSIE HOA, INC.,** a notice of claim from October 7, 2019. **Referred to Corporation Counsel**

X. NEW BUSINESS:

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Brannen and seconded by Councilmember Lorraine Johnson to adjourn the meeting at 7:55 p.m.

Dated: January 10, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, January 6, 2020

Respectfully submitted,

Deanne L. Flynn
City Chamberlain

The City of Poughkeepsie

New York

Property Acquisition &
Disposition Committee

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



MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: PROPERTY ACQUISITION & DISPOSITION COMMITTEE *[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

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.

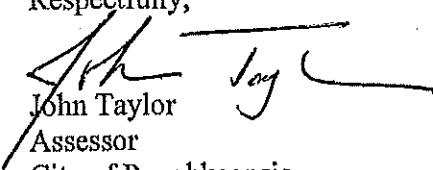
The property is located on Holmes Street, City of Poughkeepsie and consists of one vacant parcel of residential vacant land. At present, there are no improvements on the subject property. No physical inspection has been made of the property. Additionally, it must be understood that no plans or survey 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



ParcelAccess

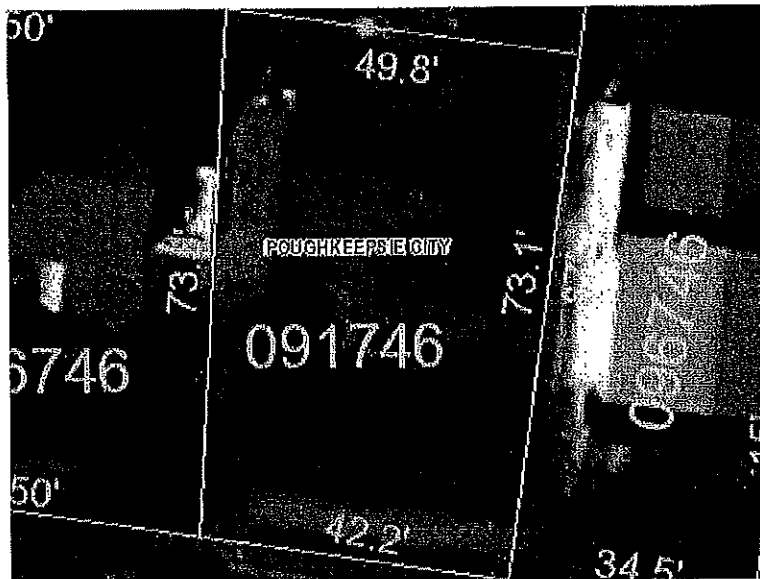
Final Roll

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	8	100	\$ 15000

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:
\$0	8/19/2008 3:50:41 PM	22008	6320	(D)	1

Site Information:

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

Special District Information:

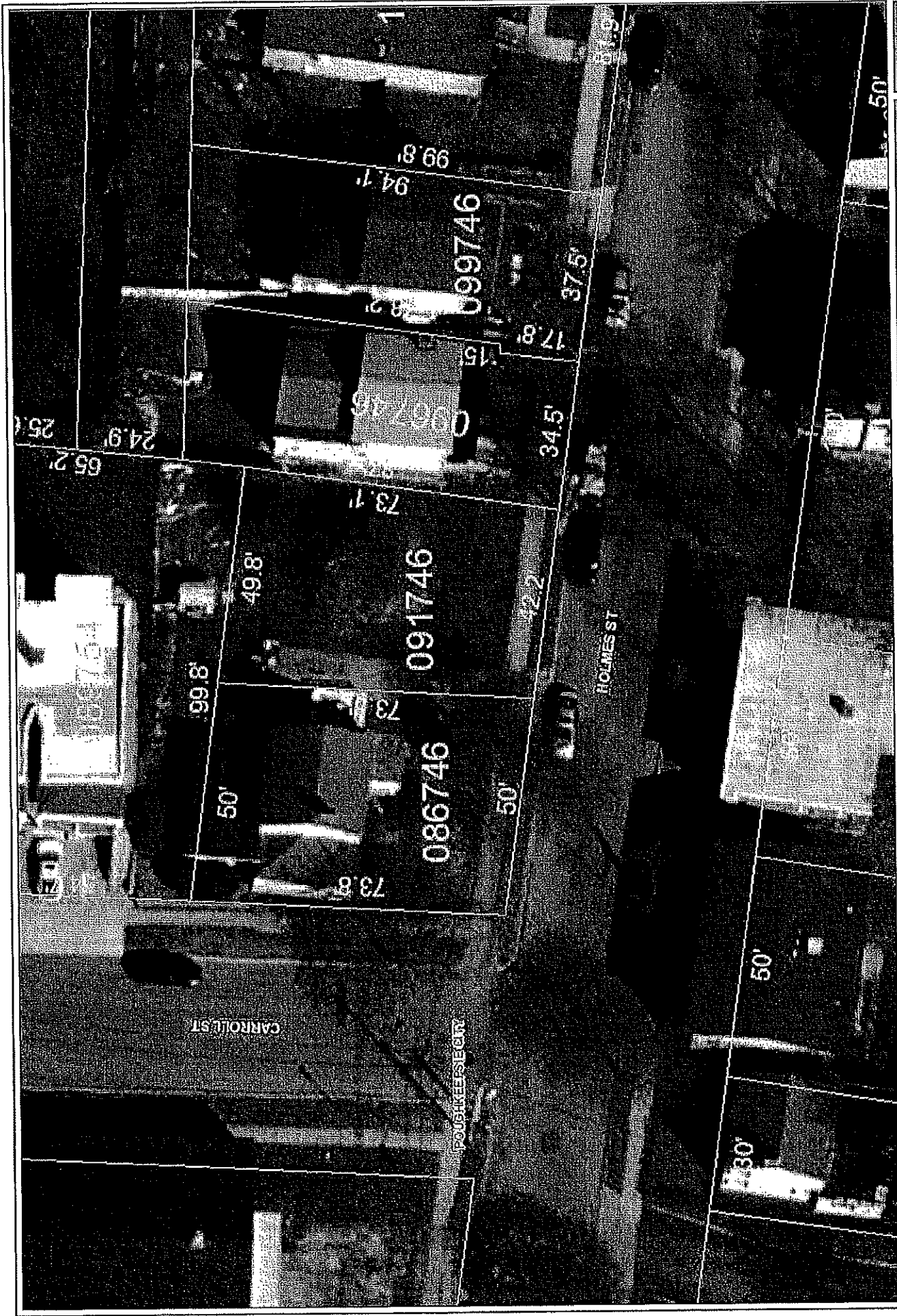
Special District: GP000	Primary Units:	Advalorem Value
Spec. Dist. Name:	0	0
Greater Pok Lib Dist		

Exemption Information:

Exemption: 13350	Amount:
Name:	\$15000
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.

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Dutchess County
New York

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Dutchess County, NY

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1/15/2020

**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

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.**

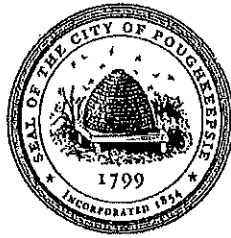
BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract for the above mentioned transaction provided such contract contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and the Corporation Counsel are hereby authorized 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: 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.

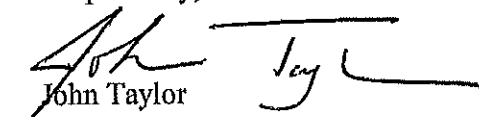
The property is located on Fitchett Street, City of Poughkeepsie and consists of one vacant parcel of residential vacant land. At present, there are no improvements on the subject property and any improvement would require Planning/Zoning Board approvals. No physical inspection has been made of the property. 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



ParcelAccess

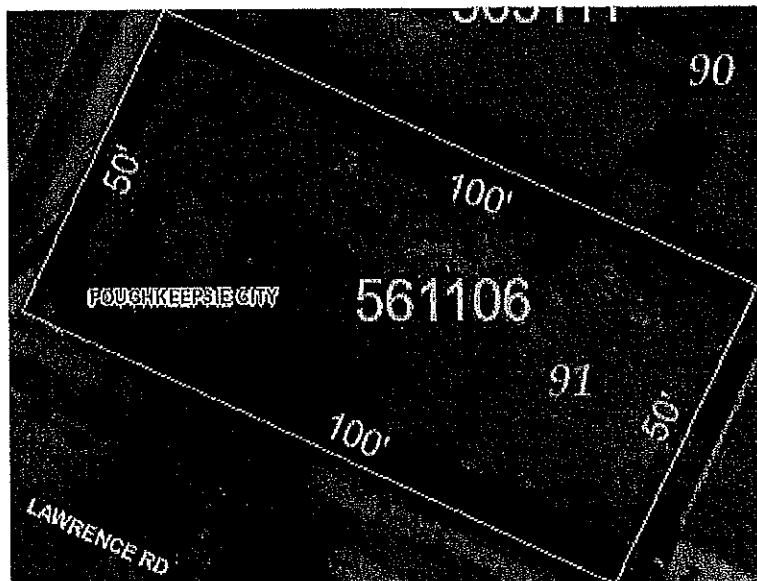
Final Roll

Parcel Grid Identification #:
131300-8182-81-561106-0000
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: Agrl. 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:
5/1/2019	7/1/2019	7/1/2018

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1713	0863	()	0

Site Information:

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

Special District Information:

Special District: GP000	Primary Units:	Advalorem Value
Spec. Dist. Name:	0	32900
Greater Pok Lib 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.

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**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

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 _____:

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.

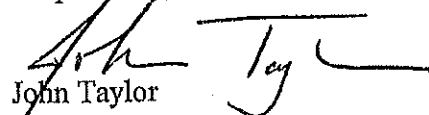
The property is located at 123 Smith Street, City of Poughkeepsie and consists of one parcel with an improvement. At present, the improvement is deemed unsafe and would require Planning/Zoning Board approvals and renovation. No physical inspection has been made of the property. Additionally, it must 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



Parcel Access

Final Roll

Parcel Grid Identification #:
131300-8182-72-411198-0000
Municipality: City of Poughkeepsie

Parcel Location
123 Smith St

Owner Name on March 1
Flowers, John (P)

Primary (P) Owner Mail Address
31 Lent 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: Agrl. Dist.: (0)
File Lot #: School District: (131300) Poughkeepsie City School District
Split Town

Assessment Information (Current)

Land: \$45500 **Total:** \$46100 **County Taxable:** \$0 **Town Taxable:** \$0 **School Taxable:** \$0 **Village Taxable:** \$0

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

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

Last Sale/Transfer

Sales Price: \$2656 **Sale Date:** 3/12/2018 12:50:04 PM **Deed Book:** 22019 **Deed Page:** 2998 **Sale Condition:** (D) **No. Parcels:** 1

Site Information:

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

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:** 3977 **Area 1 Bdrms Apts** 0 **Area 2 Bdrms Apts** 0 **Area 3 Bdrms Apts** 0

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 Pok Lip Dist

Primary Units:

0

Advalorem 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

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;**

- 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 _____: