



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Tuesday, February 18, 2020 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

**ROLL CALL- 8 Present 1 Absent (Councilmember McNamara was Absent)
Councilmembers R. Johnson and L. Johnson came in after roll call.**

II. REVIEW OF MINUTES:

CCM Minutes 2-3-2020						
			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.

Chuck Lynch-3 Wilbur Blvd

Arthur

Darrett Roberts-Franklin Street

Robert Stevens-203 Dogwood

Mary Flad -0 Dutchess Landing Road

UTILIZATION OF GLEBE HOUSE

I am Mary Flad; I live at 20 Dutchess Landing Road in Poughkeepsie. I have become quite familiar with the Glebe House history in the course of research for the book I authored, The Church in the City, which was published in 2016 as part of the celebration of the 250th anniversary of the founding of Christ Episcopal Church in Poughkeepsie.

The Glebe was established, and the Glebe House built, in 1767 by Christ Church in partnership with Trinity Episcopal Church in Fishkill, to provide housing and a farm for the member of the clergy whose services they shared. The house was at the southern edge of the property; the large farm stretched north, and included the land where Maplewood (formerly the City Infirmary) now stands, and also the building that has housed The Art Effect (formerly Mill Street Loft). The Glebe House was the clergy residence for only a few years in the 18th century; since then it has served many other uses, some of them rather unsavory. Since the early 20th century, it has been maintained as a historic site, and for many years it was owned by the City but managed by the Dutchess County Historical Society, I believe in partnership with the Junior League. When this sponsorship came to an end several years ago, the Mid-Hudson Heritage Center submitted a proposal to take over the building's management, and an agreement with the City was put in place late in 2016.

The Glebe House is one of the oldest buildings in the City, and it is truly a treasure. It is now 253 years old, and its maintenance requires continued attention. The Mid-Hudson Heritage Center (now renamed Fallkill Creative Works) was founded about a decade ago under the leadership of Roy Budnik, and it has devoted resources to the building. This has included rebuilding the rotted front porch, plastering and painting the interior, lighting improvements including track lighting for display areas, removal of a rotted picket fence, repair and replacement of broken windows, and planting of a garden of natural dye plants. Most of these repairs and improvements have been underwritten by Roy Budnik.

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The building is now managed by Fallkill Creative Works, and its operating costs are covered by this organization's budget. A variety of exhibits, events and meetings have been held at the building. The Black History committee has been meeting there regularly, and currently has an exhibit "Presence in Poughkeepsie", documenting leadership in the City's African-American community over the years. The decision to move Fallkill Creative Works' Textile Workshop resources to the Glebe House was made with the realization that it might not be the perfect space for its programs in the long run, but that it would be a compatible use and draw a new audience to the building. This will assure that the property has not just a rich past, but a promising future as well.

As is inevitably true with a building of this age, the property has a number of challenges. The size and scale of the rooms limits the kind of programs that can be held there. The building is not disabilities-accessible; the only rest room is on the second floor. The building's exterior wood siding needs attention and repair. The kitchen also needs upgrading. Upkeep will continue to need attention. Parking options are limited.

I would hope that the Heritage Center/Fallkill Creative Works relationship with the Glebe property will continue for the immediate future. In the year since the founding of the Textile Workshop, several hundred have attended its programs, and a growing list of classes, workshops and "Community Days" have been held. Using the Glebe House, in collaboration with the other "Middle Main" cultural sites – Art Centro, the Trolley Barn, and the Poughkeepsie Underwear Factory – is helping to promote the revitalization efforts in the core of Poughkeepsie. The Glebe House itself is such a treasure, and assuring that it does not fall into disrepair and decay is critical.

Mary M. Flad
maflad@verizon.net

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Erina Schultz-485 Main Street
Gabriela Vega Matthews
Sheila Drew-66 Washington Street
Nancy Fusler

Laurie Sandow-South Grand Avenue

Laurie Sandow comments, Common Council meeting, February 18, 2020 — Pg. 1 of 2

There is a late-night TV host who starts his program by instructing viewers to have a drink every time a secret word is mentioned. That might be a good, but drunken, exercise for those attending or watching tonight's Council meeting.

But before I get to those words, I want to return to the theme of "virtue signaling", by which people say or write things to indicate that they are virtuous, without actually being virtuous. An example I gave was campaign promises of "transparency" while producing actual opaqueness and stonewalling.

Apparently, my words struck a nerve, because Sarah Salem adjusted one of their social media accounts to echo fellow Councilmembers who discuss City business online while selectively blocking access. Salem is just one of several who are non-responsive, evasive, or even fraudulent in their replies to Freedom of Information requests. For example—and this is only ONE example—I sent a Freedom of Information request including the text of the land acknowledgment being read by the Chair at Council meetings. We've all seen Salem read that statement, including tonight, yet Salem fraudulently replied: "I have no documentation relevant to your request."

On tonight's agenda we find a land bank resolution co-sponsored by Salem and Brannen. Are other councilmembers in the picture, or does this sponsorship qualify as resume-building and virtue signaling by a select few, while omitting or even excluding others from the conversation and training?

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Laurie Sandow comments, Common Council meeting, February 18, 2020 — Pg. 2 of 2

Lastly, because the public's comment period is always absurdly short, there are two resolutions on tonight's agenda concerning a parcel for sale at 123 Smith Street—directly across from the historic, landmarked Smith Metropolitan AME Zion Church. I personally know of at least two others who expressed interest in that parcel prior to City-ownership. How were these and others informed of the transfer from John Flowers' to City ownership, and the new opportunity to purchase?

How and why was that parcel transferred to the City? — No disclosure.

Why is there a quitclaim deed buried in the resolution? — No disclosure.

Does a quitclaim from the City resolve all other claims against that property? — No disclosure.

Are there back taxes owed on the property? A lien sale? Building Department violations?

Is there a conflict of interest inherent in the resolutions' sponsorship?

To what extent will this sale contribute to the gentrification of the city's north side?

Given the national and state-registered church and rectory, why is there a resolution for an unlisted SEQRA action, rather than a Type 1? Has the HDLPC been notified and involved?

How will sale of that property undermine the landmarked church's services and function?

While a posting buried on the Corporation Counsel's page might meet the letter of the law, how widely was notice posted to reach the broadest spectrum of interest?

The sale posting indicates a price of \$50,000. Did the posted price discourage some parties from bidding or inquiry? How was the price slashed to \$22,500?

I urge this Council to either answer these questions, table the resolutions, or turn them down with a resounding "no".

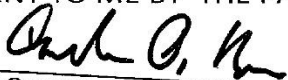
BTW, tonight's secret words are "vulnerable populations" and "affordable housing".

Suzanne Gilbert

Warren Jones

Colleen Hardiman-372 Church Street

ON TONITES AGENDA IS THIS LAND BANK SHARING WITH THE COUNTY WITH CITY OWNED PROPERTIES WHERE ONCE AGAIN THE COUNTY WILL SHORT CHANGE THE CITY , WHEN THE COUNTY SHORTCHANGED THE CITY WITH THIS DICTATED SALES TAX SHARING. IN THE BUFFALO/ ERIE COUNTY, SALES TAX AGREEMENT , ERIE COUNTY PICKED UP THE MAINTENANCE OF BUFALOS PARKS. POUGHKEEPSIE GOT SHORTCHANGED. LESS WE FORGET VASSAR HOSPITAL WHERE THE COUNTY IDA GOT \$2 MILLION IN FEES, ADDING TO THEIR \$7 MILLION FUND BALANCE, PAYING THE CHAIR \$100+k/YR POUGHKEEPSIE CHAIR AND MEMBERS SERVE AS DEDICATED PUBLIS SERVANTS, GRATUS.. THE PARKING FEE SCHEDULE FOR ALL THE CITIES FACILITIES WAS SENT TO ME BY THE PARKING ADMINISTOR.


Constantine P. Kazolias
47 Noxon St.
Poughkeepsie, NY 12601-4101

NYC SUBWAY CARS ONCE AGAIN ARE BEING GRAFFITIZED. THE CITY OF POUGHKEEPSIE IS ALSO!! SOME CALL IT ART WHILE OTHERS CALL IT DEFACING. AFTER FILLING A FOIL I BRING TO YOUR ATTENTION, THERE IS A THREE TIER TOWING FEE SCHEDULE ONE FOR \$85.00 FOR PRIVATE AND \$125.00 FOR PUBLIC AND A THIRD FOR POLICE, \$195.00/DAY AND \$225.00/NIGHTTIME . THE POLICE PAYMENT IS CASH ONLY. WHILE PRIVATE IS PAID WITH CASH, CREDIT CARD, CHECK THE OTHER ITEM I QUESTION IS THESE UDAG FUNDS BEING EXPENDED ON SOCIAL EVENTS FOR POLTICIANS


 **Constantine P. Kazolias**
47 Noxon St.
Poughkeepsie, NY 12601-4101

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February 18, 2020

City of Poughkeepsie Common Council:

Scenic Hudson has been supporting community efforts to improve neighborhood assets on Poughkeepsie's Northside for over two years. We have been working with community members, non-profits, and institutions to make meaningful physical improvements to places like Malcolm X Park and Pershing Park, and creating engaging community events along the Fall Kill Creek. The proposed land bank will play a key role in providing economic and quality of life opportunities for those who live on the Northside, and throughout the City of Poughkeepsie.

Scenic Hudson strongly supports this effort to create a land bank in Poughkeepsie to be called the Poughkeepsie-Dutchess Development Corporation, which will put vacant and abandoned properties back into productive use, strengthening the built and human fabric of the city. Land bank properties can be transformed into community assets, including affordable and market rate housing and new businesses, all of which will help to grow the city's economic vitality and support its fiscal health. Depending on the location and neighborhood need, properties may also be improved as open space, parks, and trail connections, either as standalone projects or in conjunction with development projects, improving the city's quality of life and generating even greater returns on the investments in other uses. Scenic Hudson appreciates that the proposed mission of the new land bank would enable this to happen, ensuring that all of these possible outcomes will be possible when considering properties for productive future uses.

Thank you for the opportunity to offer this statement.

Sarah Richardsen
Urban Designer, Scenic Hudson

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Gary Privratsky- Vice Chairman
Historic Districts and Landmarks Preservation Commission.

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Sarah Brannen
Councilperson- 4th Ward

Re: Resolution R20-17, approving an Inter-municipal Agreement with Dutchess County for the creation of a Land Bank to file Articles of Incorporation with New York State.

Dear Councilmember Brannen,

I am writing to tell you that I am in favor of the proposed Land Bank Program. As you know, there are at least 400 vacant and abandoned properties. Some of these properties are local landmarks or landmark eligible. Many of these houses are were built from old growth lumber, which is far more superior and ever lasting than new lumber materials; and old brick, which was cured-dry in the proper amount of time, will look natural forever versus new brick that isn't cured-dry long enough and gives off a chalky white "efflorescence" substance when the moisture bleeds through the surface.

I encourage the Common Council to vote in favor of Resolution R20-17.

Thank you.

V. MAYOR'S COMMENTS:

Mayor Rolison: I wanted to give a congratulations, and well-wishes to the Pioneer basketball team, headed to the sectionals this Friday, 5:00 p.m., against Beacon. They have made an amazing run, and they were launched into the playoffs and a huge victory with a 3-point play at the end of the game against Lourdes, with no time on the clock. That shot was taken by the son of Councilperson, Natasha Cherry. So congratulations to your son for winning that game.

I wanted just to talk a few things related to policing here in the city, and unfortunately to finish my comments with some sad news as relates to the Police Department. We started negotiations with the PBA. I also want to let you know that there were several promotions made within the department in the last couple of weeks, and I'm going to go through them quickly. Sergeant Terry Beame, who we all know was promoted to Detective Sergeant. PO Bradley Sakima was promoted to Detective, 2nd grade PO, Christopher Adams promoted to Detective 2nd second grade P.O. Robert Heberskii, who was also promoted Detective 2nd grade in an acting capacity, PO Robert Stetcher was also promoted to Detective, 2nd grade, in an acting capacity, PO John Douglas was promoted to Detective. He's assigned to the Juvenile Division. And Police Officer Karen Zirble, who was our School Resource Officer, was also promoted to Detective 2nd grade, in acting capacity. So congratulations to all of those individuals.

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Over the weekend, the city Poughkeepsie Police Department received the call about potential drug activity in a section of the city. It happened at 128 in the morning. The first officer on the scene was Officer Vandamark, on the job now, a little over 4 years, he was there by himself and immediately an individual ran from that location who was in possession of a gun in his hand.

Police officer Vandamark chased the individual. The individual pointed the gun at the police officer. The police officer was able to overtake the individual and to get a hold of him. During that incident, the gun again was pointed at the police officer actually outside. The two individuals went down to the ground. The individual still had the gun in his hand, and he was ultimately placed into custody with no injury to the officer or the individual. He was also in possession of drugs, but he had a loaded 38 caliber revolver with him at the time of this incident.

Today, 9 years ago, a similar type incident took place in the City of Poughkeepsie with an individual with a gun. And that was at 1:07 p.m. on Main Street, right near the train station where a report of shots fired was received, and police officers responded.

Police officer John Falcone, who was literally right around the corner, was one of the first officers, if not the first officer on the scene, and was confronted with an individual who was standing with a handgun in his hand and a child in his other arm. What happened next was that the individual put the child down. A passerby driving up Main Street actually grabbed the young child, put the child in his truck, and drove away as quickly as he could. A short foot pursuit took place at that time up Main Street and hung a left into then Railroad Avenue, which is now named after John Falcon. And a struggle ensued there with the subject, with the gun and Officer Falcone was shot and lost his life. So as we remembered John today down on the street named after him now. Thinking about what just happened the other night, and the dangerous job that police officers face every single day, and also to remember the sacrifice that John made for, again, people he didn't even know. We need to keep our officers in our thoughts as we keep the community in our thoughts, and especially on a day where we talked about John and John's dad was there. And then, you know, nine years ago, while it may seem like a long time, it really isn't.

And I wanted to also say, sadly, we heard today that a longtime friend of many of us, Teddy Alston, passed away unexpectedly yesterday in a local hospital. Teddy, at 35 years on this job. And I first met Teddy when I was in high school hanging out at Kaal Rock Park, and then had the opportunity to work alongside with him when I was in the Town of Poughkeepsie PD. Teddy was a great cop, a great friend, and so well respected by members of the City of Poughkeepsie community, and he is going to be missed. So tonight I wanted to, on behalf of the Administration and the Council, say we're going to keep Teddy and his family in our thoughts and prayers. And also, as we do all the time, we'll keep the Falcone family and John in our thoughts and prayers too.

Thank you, Chair

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

Chair Salem: It's a reminder that we have to you know, it happened so fast and we were so lucky that we have individuals in the city that are more than willing to put their lives on the line for, you know, to ensure all of our safety. And Officer Falcone and Alston and the countless others who helped to protect this city every single day as their job. And then also to a reminder that we need common sense gun law in this country, as well. The one comment I do have, though, is tomorrow night at the Trolley Barn. There is a screening of a documentary called The Human Element, with a panel to follow. I am sitting on the panel along with a number of other individuals who are engaged in environmental education and environmental activism here in the Hudson Valley. And I encourage you all to come out to watch the film. It starts at 6:30 p.m. and again, that's at the Trolley Barn

VII. REPORTS OF COMMITTEES AND BOARDS:

Melanie Vetter-Chair of the Industrial Development Agency gave update on current activity with the IDA.

VIII. MOTIONS AND RESOLUTIONS:

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

**RESOLUTION
R20-16**

INTRODUCED BY CHAIR SALEM

WHEREAS, by Resolution R-98-204 the City of Poughkeepsie Common Council approved an Inter-municipal Agreement (the, "Agreement") dated December 15, 1998 between the City and Dutchess County Department of Emergency Response establishing the City as a Public Service Answering Point (PSAP) for the County; and

WHEREAS, the Agreement provided in part that the City, as part of the County's E 911 system, would be responsible for handling all E 911 calls originating within the City and that both municipalities would act as backup sites for each other; and

WHEREAS, the terms of said Agreement were extended by Resolution (R-10-22) of the Common Council and which Agreement expired on January 31, 2020; and

WHEREAS, the City and County have negotiated and extension of the Agreement extending its terms through January 31, 2023; and

WHEREAS, the Chief of Police has recommended that the final extended Agreement be executed and the Common Council is desirous of entering into a final agreement; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby approves the annexed PSAP Inter-municipal Agreement with Dutchess County and hereby authorizes the Mayor to execute said Agreement on behalf of the City of Poughkeepsie in substantially the same form attached hereto.

SECONDED BY COUNCILMEMBER BRANNEN

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market St., Poughkeepsie, New York, 12601 (hereinafter referred to as the "COUNTY") and the **CITY OF POUGHKEEPSIE**, a municipal corporation with offices at the City Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York, 12601 (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the County has been operating a county wide 9-1-1 system for over twenty years at its Public Service Answering Point (PSAP) located at 392 Creek Rd in the Town of Hyde Park, and

WHEREAS, while the City is part of the County's 9-1-1 system, the City operates its own PSAP located at the City Municipal Building and is responsible for receiving wireline 9-1-1 calls originating in the City of Poughkeepsie and dispatching wireline and wireless 9-1-1 calls originating in the City of Poughkeepsie, and

WHEREAS, the County and the City entered into two Intermunicipal Agreements dated December 15, 1998 and March 24, 2010 which described the parties' relationship as back-up PSAP sites for each other, and

WHEREAS, that Intermunicipal Agreement has expired, and the parties wish to enter into a new Intermunicipal Agreement which will describe the parties' relationship as back-up PSAP sites for each other, and

WHEREAS, the Dutchess County legislature approved this Intermunicipal Agreement in Resolution No. 2020010,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

TERM OF AGREEMENT

This agreement will commence on February 1, 2020 and terminate on January 31, 2023, with the option to extend this agreement for three (3) individual one (1) year terms, unless otherwise terminated as set forth herein. This agreement may be renewed upon such terms and conditions as may be agreed to by the parties.

PAYMENT

As full and complete consideration for this agreement, the County shall pay the City a total sum as documented below:

Year 1: \$ 24,000.00
Year 2: \$ 24,960.00
Year 3: \$ 25,996.80

Year 4: \$ 27,036.67 OPTIONAL

Year 5: \$ 28,118.14 OPTIONAL

Year 6: \$ 29,242.87 OPTIONAL

The County shall make its annual payments to the City on or about March 1st of each year.

TERMINATION

Either Party shall terminate this agreement with no less than 180 days' notice to the other party in writing. Upon termination, there shall be no further obligation or monies due by either party.

BACK-UP

As stated in the preamble to this agreement, the City will provide "rollover" capabilities for the County when their system is beyond capacity and the capability exists. The County will provide the same to the City as appropriate and the capability exists. The term back-up has many components as it relates to 9-1-1. These components are regularly changing and being upgraded. The County and the City will use the upgrades as appropriate and practical to meet the spirit of this agreement. The County and the City will develop Critical Failure Procedures based on these upgrades that will be mutually agreed. The components of backup as they relate to this agreement will be briefly outlined below. The parties agree that representatives of each municipality will meet annually and review and revise as needed the Standard Operating Guide.

CONSOLIDATED NEXT GENERATION 9-1-1 PHONE SYSTEM:

- (a) Each municipality will operate on consolidated shared phone system.
- (b) Overflow: In the event either municipality receives an overflow of calls, the other municipality will handle the overflow as the system allows
- (c) Disruption of Phone Lines: In the event that either municipality's phone lines are disrupted, the other municipality will answer the call as the capability exists and then advise the affected municipality of each call so that it can dispatch the call.

RADIO

Each municipality will continue to develop and partner in compatible radio systems. In the event either municipality's radio system is rendered inoperable, the other municipality will provide communications as capable.

EQUIPMENT AND TESTING

Each municipality will obtain and maintain the following equipment:

- 9-1-1 telephones including ANI/ ALI.
- Radio programming/modifications to handle police frequency (155 megahertz)
- Radio programming/modifications to handle EMS and fire frequency (450 megahertz).

COMPUTER AIDED DISPATCH SYSTEM (CADS)

Each municipality will maintain compatible CAD software at the same release level. Each municipality will obtain the necessary software licenses from Tyler Technologies. To ensure this compatibility, each agency will use copies of the same County wide geographic files.

All back up equipment will be tested on a monthly basis. The dates and duration of the back-up tests will be mutually agreed upon between representatives of both municipalities.

PERSONNEL

Each municipality will provide available personnel to handle an emergency until personnel from the other municipality arrives.

ADDITIONAL RADIO FREQUENCIES

The City will continue to provide the County additional radio frequencies 155.130 and 155.415. The City and the County will continue to share the use of these frequencies up to the termination and/or expiration of the agreement.

SPACE ALLOCATION

The City will continue to provide office space located at City Hall to the County as a permanent back-up location. The County and the City will mutually agree on all issues surrounding any renovations to the back-up PSAP location. In addition, there will be access to City Hall and enough parking for County personnel. The County will allocate the necessary space at the County PSAP to the City for call taking and dispatching in the event of an emergency.

EMERGENCY MEDICAL SERVICE

The County and City will continue to provide a mutually agreeable emergency medical service dispatch procedure. The parties are currently using the Medical Priority Dispatching System. The City and County agrees that it shall not change from this system unless a mutually agreed solution is selected.

CITY TO INDEMNIFY COUNTY

The City shall defend, protect and indemnify the County for damages to property, injury or death to persons resulting from the negligence of the City hereunder.

COUNTY TO INDEMNIFY CITY

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The County shall defend, protect and indemnify the City for damages to property, injury or death to persons resulting from the negligence of the County hereunder.

NOTICE: Except as otherwise provided in this Agreement, a bill, statement, notice or communication required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other persons as the parties may designate:

Emergency Response Commissioner
392 Creek Rd.
Poughkeepsie, NY 12601

City of Poughkeepsie Administrator
62 Civic Center Plaza
City Municipal Building
Poughkeepsie, NY 12601

City 9-1-1 PSAP
c/o The City of Poughkeepsie Police Chief
62 Civic Center Plaza
City Municipal Building
Poughkeepsie, NY 12601

SEVERABILITY

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.

SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Service Practice Law and Rules ("CPLR"), the City hereby consents to service of process on it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the City's actual receipt of process or upon the County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The City must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. The City will have thirty (30) days after service is complete in which to respond.

CAPTIONS

The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

COUNTERPARTS

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This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

GENDER

Whenever words of the masculine or feminine gender appear in this Agreement, unless the sense of the sentence indicates otherwise, they shall be deemed to refer to both male or female persons. This construction shall apply to gender indicative suffixes or prefixes as well as to gender indicative words. Whenever the reference is to a corporation, board, body, group, organization or other entity comprising more than one person or to an assemblage of persons or to an inanimate object, the reference shall be construed to be neuter in gender.

ENTIRE AGREEMENT

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, 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 this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2020.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney

Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE

Dana Smith
Commissioner, Emergency Response

By: _____
Robert Rolison
Mayor

R20-16			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	☒	☐	☐	☐

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

RESOLUTION (R20-17)

INTRODUCED BY COUNCILMEMBERS BRANNEN AND SALEM:

WHEREAS, the City of Poughkeepsie (“City”) continues to struggle to address abandoned and blighted buildings and vacant lots that negatively affect residents’ wellbeing, consume municipal resources, depress nearby property values, reduce tax revenues and;

WHEREAS, there are currently approximately 400 vacant pre-foreclosure homes, tax-foreclosed homes and vacant and abandoned properties plaguing the city and harming neighborhoods; and

WHEREAS, many city neighborhoods have a low rate of homeownership, which leads to destabilization of these neighborhoods and depreciation of property values; and

WHEREAS, access to affordable homeownership for city residents is an important means for building community wealth and achieving residents’ financial security and wellbeing; and

WHEREAS, in July of 2011 New York State passed legislation authorizing the creation of land banks; and

WHEREAS, Article 16 of the New York State Not For Profit Corporation Law (the “Land Bank Act”) provides for the creation of land banks to be used by communities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, since 2011 more than 25 land banks have been established which have acquired over 2,800 New York properties, generated more than \$100 million of private investment; returned over \$40 million in assessed value to the tax rolls; renovated and stabilized over 500 buildings; and sold more than 1,200 properties to qualified buyers; and

WHEREAS, the City of Poughkeepsie is desirous of creating a land bank pursuant to the Land Bank Act in order to take advantage of benefits of the Act and leverage additional funding; and

WHEREAS, Section 1602 of the Land Bank Act permits one or more foreclosing governmental units to enter into an intergovernmental cooperation agreement for the purpose of a joint land bank; and

WHEREAS, the City of Poughkeepsie and the County of Dutchess, both foreclosing governmental units, wish to enter into an Inter-municipal Agreement for the purpose of establishing a joint land bank, which cooperation will permit a more diverse and sustainable portfolio of properties for rehabilitation and disposition; and

WHEREAS, the Common Council of the City of Poughkeepsie is authorized by the Act to establish a land bank; and

WHEREAS, pursuant to the New York State Environmental Review Act this action is deemed to be a Type II action requiring no further environmental review; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council creates and establishes the Dutchess County-Poughkeepsie Land Bank in accordance with the Certificate of Incorporation attached hereto and made a part hereof; and be it further

RESOLVED, that the Common Council authorizes the filing of the Certificate of Incorporation with the Secretary of State and any other governmental approving unit including but not limited to the New York State Urban Development Corporation d/b/a Empire State Development; and be it further

RESOLVED, that the Common Council hereby appoints the following members as Initial Members in accordance with Section 4.03 of the Certificate of Incorporation ; and be it further

RESOLVED, that the Common Council approves and authorizes execution of the Inter-municipal Agreement between the City of Poughkeepsie and the County of Dutchess for the creation of the Poughkeepsie-Dutchess Property Development Corporation in form and substance as attached hereto.

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

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INTERMUNICIPAL AGREEMENT

BETWEEN
CITY OF POUGHKEEPSIE
AND
COUNTY OF DUTCHESS

FOR THE CREATION OF THE
DUTCHESS COUNTY-POUGHKEEPSIE LAND BANK

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THIS INTERMUNICIPAL AGREEMENT, made and entered into this ____ day of ____, 2020 (the, "Agreement") under the New York Land Bank Act, Article 16 of the New York Not-for-Profit Corporation Law, between the City of Poughkeepsie, a municipal subdivision of the state of New York with a principal place of business located at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York 12601 ("City") and the County of Dutchess, also a municipal subdivision of the state of New York with a principal place of business located at 22 Market Street, Poughkeepsie, New York 12601 (the, "County") (hereinafter collectively referred to as the "Parties") for the purpose of establishing and creating the Dutchess County-Poughkeepsie Land Bank, a type C not-for-profit corporation to administer and implement the purpose and objectives of this Agreement.

RECITALS

WHEREAS, in enacting the New York Land Bank Act as Article 16 of the New York Not-for-Profit Corporation Law (hereinafter the "Land Bank Act"), the Legislature found that there exists in the state of New York a continuing need to strengthen and revitalize the economy of the state of New York and communities in the state to confront the problems caused by vacant, abandoned and tax delinquent properties through the creation of land banks in a coordinated manner to foster the development of that property and promote economic growth; and

WHEREAS, Section 1603 of the Land Bank Act permits one or more foreclosing governmental units to enter into an intergovernmental cooperation agreement to establish a land bank; and

WHEREAS, the Parties herein agree that the establishment of a land bank would be beneficial to the Parties and the citizens of both the City of Poughkeepsie and the County of Dutchess; and

WHEREAS, the Parties desire to create the Dutchess County-Poughkeepsie Land Bank as a type C not-for-profit corporation to operate as a land bank in accordance with the Land Bank Act and to exercise the powers, duties, functions and responsibilities of a land bank under the Land Bank Act.

ACCORDINGLY, the Parties agree to the following:

ARTICLE I DEFINITIONS

As used in this Agreement the following terms shall have the meanings provided in this Article.

Section 1.00. **"Board of Directors"** or **"Board"** means the Board of Directors of the Land Bank.

Section 1.01 **Initial Board of Directors** means the Board of Directors appointed to start their term after approval of the Land Bank by the Empire State Development Corporation.

Section 1.02. **"Agreement"** means the inter-municipal agreement between the Parties.

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Section 1.03. “**Effective Date**” means the date upon which all of the following are satisfied:

- (a) the Agreement is approved by Local Law of the Dutchess County Legislature;
and
- (b) the Agreement is approved by Resolution of the Common Council of the City of Poughkeepsie; and
- (c) the Dutchess County-Poughkeepsie Land Bank is authorized by the Empire State Development Corporation in accordance with Section 1603(g) of the Land Bank Act.

Section 1.04. “**Fiscal Year**” means the fiscal year of the Land Bank, which shall begin of January 1st of each year and end on the following December 31st.

Section 1.05. “**Land Bank Act**” means Article 16 of the New York Not-for-Profit Corporation Law and as it may be hereafter amended or replaced, subject to the provisions of Section 10.11 of the Agreement.

Section 1.06. “**Land Bank**” means the type C not-for-profit corporation established pursuant to and in accordance with the provisions of this Agreement and known as the Dutchess County-Poughkeepsie Land Bank.

Section 1.07. “**Party**” or “**Parties**” means either individually or collectively, as applicable, the County of Dutchess and/or the City of Poughkeepsie.

Section 1.08. “**Person**” means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.09. “**Quorum**” means a majority of the members of the Board, not including vacancies.

Section 1.10. “**Real Property**” means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

Section 1.11. “**Tax Delinquent Property**” means real property encumbered by an outstanding tax lien for delinquent taxes as defined in Section 1102 of the New York Real Property Tax Law, Article XIV of the Administrative Code of the City of Poughkeepsie, or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties.

Section 1.12. “**State**” means the state of New York.

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ARTICLE II
PURPOSE

Section 2.01. **Purpose.** The purpose of this Agreement is to create the Dutchess County-Poughkeepsie Land Bank to help address the Parties' problems regarding vacant and abandoned property by promoting home ownership, reducing blight and revitalizing neighborhoods, supporting economic development by rehabilitating and returning abandoned, vacant and tax-delinquent properties to the market place; protecting and restoring properties of historic and architectural value, undertaking demolition where necessary thereby creating open space or opportunities for new construction, preserving and creating open and green space development based on community needs and fostering inclusionary development practices with community input.

ARTICLE III
CREATION OF LAND BANK

Section 3.01. **Creation and Legal Status of Land Bank.** The Land Bank is established pursuant to the Land Bank Act as a type C not-for-profit corporation to be known as the "Dutchess County-Poughkeepsie Land Bank".

Section 3.02. **By-Laws, and Policies and Procedures.** The Board shall adopt final by-laws consistent with the provisions of this Agreement and the Land Bank Act within forty-five (45) days of the Effective Date. The Board shall adopt policies and procedures consistent with the provisions of this Agreement and Land Bank Act within ninety (90) days of the Effective Date.

Section 3.03. **Principal Office.** The principal office of the Land Bank shall be determined by the Board but shall always be in a location within the geographical boundaries of the City of Poughkeepsie.

Section 3.04. **Title to Land Bank Assets.** All Real Property held in fee by the Land Bank shall be held in its own name.

Section 3.05. **Tax-Exempt Status.** The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Real Property of the Land Bank and all of the Land Bank's income and operations shall be exempt from all taxation by the State of New York or any of its political subdivisions.

Section 3.06. **Extinguishment of Taxes and Assessments.** Upon the request of the Land Bank and for the purpose of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish any Real Property Taxes or special assessments levied by that Party against Real Property owned by the Land Bank.

Section 3.07. **Compliance with Law.** The Land Bank shall comply with all federal, State, and local laws, ordinances, rules, regulations, and orders applicable to this Agreement.

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Section 3.08. **Relationship of Parties.** The Parties agree that the County shall not be responsible, in whole or in part, for the acts of the employees, agents, and servants of the City, whether acting separately or in conjunction with the implementation of this Agreement and that the City shall not be responsible, in whole or in part, for the acts of the employees, agents and servants of the County, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. The Land Bank shall not obligate the City or the County, nor shall any obligation of the Land Bank constitute an obligation of the City by the County, nor the County by the City.

Section 3.09. **No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Agreement does not create, is not intended to create any non-Party, by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV **BOARD, EXECUTIVE DIRECTOR AND STAFF**

Section 4.01. **Board Composition.** The Land Bank shall be governed by a Board of Directors consisting of nine (9) directors. Each director shall serve without compensation. Each director shall continue to serve until the appointment and qualification of his or her successor. Vacancies in the Board occurring otherwise than by expiration of term shall be filled for the unexpired term. The directors of the Board shall be appointed as follows:

- (a) two (2) directors shall be appointed by the City of Poughkeepsie Common Council;
- (b) two (2) directors shall be appointed by the County Executive of Dutchess County;
- (c) two (2) directors shall be appointed by the Dutchess County Legislature;
- (d) two (2) directors shall be appointed by the Mayor of the City of Poughkeepsie;
- (e) one (1) director shall be appointed jointly by the County Executive of Dutchess County and the Mayor of the City of Poughkeepsie, subject to confirmation by the Dutchess County Legislature and the City of Poughkeepsie Common Council.

Section 4.02. **Additional Directors.** The composition of the Land Bank may be increased, by resolution of the City of Poughkeepsie Common Council and the Dutchess County Legislature to include another foreclosing governmental unit, at which time the Board of Directors will be increased to eleven (11) directors. If the Land Bank is expanded to include another foreclosing governmental unit, the legislative body of the additional foreclosing governmental unit will appoint the additional two (2) directors, subject to confirmation by the Chief Elected Official. The Board of Directors shall not exceed eleven members in accordance with Section 1603(a)(2) of the NFPCL.

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Section 4.03. **Initial Members.** The first term of the Initial Board directors shall commence on the date of the first Board meeting, after approval of the Corporation by the Empire State Development Corporation. The initial Directors of the Board of the Land Bank shall be:

- (a) Appointed by the Common Council of the City of Poughkeepsie:
 - 1 Angela DeFelice, for a term of two (2) years; and
 - 2 Erica Lane, for a term of two (2) years; and
- (b) Appointed by the County Executive of Dutchess County:
 - 1 Jacob Reckess, for a term of three (3) years; and
 - 2 Eoin Wrafter, for a term of three (3) years; and
- (c) Appointed by the Dutchess County Legislature:
 - 1 Brian Engles, for a term of two (2) years; and
 - 2 Heidi Seelbach, for a term of two (2) years; and
- (d) Appointed by the Mayor of the City of Poughkeepsie:
 - 1 Paul Calogerakis, for a term of three (3) years; and
 - 2 Brian Martinez, for a term of three (3) years.
- (e) Appointed jointly by the County Executive of Dutchess County and the Mayor of the City of Poughkeepsie, subject to confirmation by the Dutchess County Legislature and City of Poughkeepsie Common Council:
 - 1 Susan Fortunato, for a term of two (2) years.

Section 4.04. **Chairperson.** Once all of the Board of Directors are appointed, the Board of Directors as a whole shall select a Chairperson amongst themselves by a majority vote, on an annual basis.

Section 4.05. **Term of Office.** A full year term is three (3) years. Except for the terms of the initial directors as outlined in Section 4.03, the Directors of the Board appointed to succeed the initial members shall be appointed for a term of three (3) years. Each Director at the election of his or her appointing Party may serve a maximum of three full terms in addition to any partial term for which such member was appointed to fill a vacancy or any initial term that is less than a full three-year term. In the event State law is amended to provide for different terms and/or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

Section 4.06. **Qualifications and Appointment of Directors.** All Directors of the Board of the Land Bank shall be residents of the County of Dutchess. After the term of the Initial Board of Directors, any Subsequent Board of Directors shall be appointed from a list of applicants that have applied for consideration. Directors appointed by the Common Council of the City of Poughkeepsie or the Mayor of the City of Poughkeepsie shall be residents of the City of Poughkeepsie. No Director shall also be an elected member of Dutchess County Government or City of Poughkeepsie Government, nor any currently elected public official, at any time during their term.

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Section 4.07. **Removal.** Directors may be removed by their appointing Party for neglect of duty or misconduct in office or may be removed pursuant to any other provision of New York Law, and/or the Dutchess County-Poughkeepsie Land Bank policies and procedures

Section 4.08. **Vacancies.** A vacancy among the members of the Board appointed under section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.

Section 4.09. **Meetings.** The Board shall conduct its first meeting no later than thirty (30) calendar days after the Effective Date. The Board shall meet at least semi-annually and hold such other meetings at the place, date and time as the Board shall determine. All meetings of the Board shall be open to the public and subject to Article 7 of the Public Officers Law.

Section 4.10. **Records of Meetings.** The Board shall maintain a written record of each meeting. All meetings of the Board shall comply with the provisions of Section 1612(a) of the Land Bank Act and be subject to the New York Open Meetings Law and the New York Freedom of Information Law.

Section 4.11. **Quorum and Voting.** Presence for both quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. All action of the Board shall be approved by the affirmative vote of a majority of the Directors of the Board present and voting; provided, however, no action of the Board shall be authorized on the following matters unless approved by a majority of the total Board membership:

- (a) Adoption of by-laws and other rules and regulations for conduct of the Land Bank's business;
- (b) Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and condition, and to the extent, that the Board may specify;
- (c) The incurring of debt;
- (d) Adoption or amendment of the annual budget; and
- (e) Sale, lease, encumbrance, or alienation of real property, improvements, or personal property.

Section 4.12. **Board Responsibilities.** The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Agreement and the Land Bank Act, including all of those powers set forth in Section 1607 of the Land Bank Act.

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Section 4.13. **Fiduciary Duty.** The directors of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interest of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The directors of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 4.14. **Compensation.** The Directors of the Board shall serve without compensation. The Board may reimburse any member for expenses actually incurred in the performance of duties on behalf of the Land Bank.

Section 4.15. **Executive Director.** The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies, and this Agreement. The executive director shall be responsible for the day-to day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Land Bank. The executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any power or duties it considers proper, subject to the constraints of Land Bank Act, and under such terms, conditions and extent that the Board may specify.

Section 4.16. **Employees.** The Land Bank may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or services of such staff may be retained pursuant to contracts with any Party or other public or private entities.

Section 4.17. **Conflict of Interest.** All potential conflicts of interests shall be vetted prior to any appointment of a Board of Director and will be a part of the application process for consideration. No Director or employee of the Land Bank shall acquire any interest, direct or indirect, in Real Property of the Land Bank, or in any Real Property to be acquired by the Land Bank. No Director or employee of the Land Bank shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used by the Land Bank. The Board shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest and may adopt ethical guidelines for Directors and employees of the Land Bank. The Board shall require that any member of the Board with direct or indirect interest in any matter before the Board disclose the Director's interest of the Board before the Board takes any action on the matter.

ARTICLE V **POWERS OF LAND BANK**

Section 5.01. **General Powers under Land Bank Act.** The Land Bank shall have all those powers necessary to carry out and effectuate the purposes and provisions of the Land Bank Act including, but not limited to, all those powers specified under Section 1607 of the Land Bank Act,

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and all those other powers granted to the Land Banks pursuant to the Land Bank Act or other statutory authority.

Section 5.02. Purchase of Tax Liens. The Land Bank may acquire liens relative to Tax Delinquent Property in accordance with Section 1616 of the Land Bank Act.

Section 5.03. Execution of Legal Documents Relating to Real Property. The terms of any contract or agreement concerning the sale, lease, license, easement, encumbrance, or other alienation of any interest in Real Property, or improvements thereto, or personal property of the Land Bank, shall be approved by the Board. All contracts of the Land Bank shall be executed in the name of the Land Bank.

Section 5.04. Civil Action to Protect Land Bank Real Property. The Land Bank may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank. The Land Bank may also institute any civil action to protect, clear title to, determine the rights of parties to, remove liens from, or that are otherwise related to the Real Property of the Land Bank.

Section 5.05. Transfer of Interest in Real Property by the Land Bank. On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair, and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest to any public or private Person subject to the Public Authorities Law, and any other statutory requirements.

Section 5.06. Acquisition of Real Property by the Land Bank. The Land Bank is able to acquire Real Property in a variety of ways, including the foreclosure process with Dutchess County acting as the foreclosing government unit and by Treasurer's Deed from the City of Poughkeepsie acting as the foreclosing government unit, or via the preemptive (or "super-bid") procedure as authorized by Article 16 of the Land Bank Act. The Land Bank shall not accept property that was not acquired after a judicial foreclosure or proceeding under Article 15 of the Real Property Action and Proceeding Law.

Section 5.07. Proceeds Distribution Procedure. Upon the transfer, sale, lease or other disposition of Real Property, the Land Bank shall distribute the proceeds received as a condition of the disposition in accordance with the following policy:

(a) Definitions:

1. Net Proceeds: The Primary sale price minus the following:

- i. Closing Costs incurred by the Land Bank during the initial foreclosure transfer as well as during the primary sale from the Land Bank to a new owner.
- ii. Insurance Premiums
- iii. Capital Improvements
- iv. Marketing Costs

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- v. Utility Costs
- vi. Other Miscellaneous Costs Incurred by the Land Bank associated with holding the Real Property
- 2. **Maintenance:** The cost incurred while performing all necessary functions to ensure that the condition and appearance of the property are maintained satisfactorily. Such maintenance function shall be performed to remain in compliance with local ordinances/association standards year-round. The functions include, but are not limited to, securing the property (changing locks, securing swimming pools, boarding up openings), lawn maintenance, debris removal, winterization, snow and ice removal, and emergency repairs.
- (b) Within ten (10) days of the sale of Real Property owned by the Land Bank, the Land Bank shall notify the foreclosing governmental unit of the sale and include a statement of closing, which shall indicate the Net Proceeds derived from the sale.
- (c) Within thirty (30) days of receiving notification of a sale by the Land Bank, the foreclosing governmental unit, shall provide the Land Bank with an itemization of all unpaid tax liens, costs incurred to maintain the property during the foreclosing governmental units ownership of the property and any and all costs associated with the judicial foreclosure and/or clearing of title by the foreclosing governmental unit (the, "Foreclosure and Maintenance Expense").
- (d) Within forty-five (45) days the Land Bank shall distribute the Net Proceeds as follows:
 - 1. The Net Proceeds amount shall be divided by two to determine the funds to be retained by the Land Bank (the "Land Bank Proceeds") and the amount to be remitted to the foreclosing governmental unit for foreclosure and maintenance cost reimbursement, (the, "FGU Proceeds").
 - 2. Where the FGU Proceeds is greater than the Foreclosure and Maintenance Expense, the FGU shall be paid in full and the remaining net proceeds shall be retained by the Land Bank.
 - 3. WHERE the FGU Proceeds is less the Foreclosure and Maintenance Expense, the FGU shall be paid the full FGU Proceeds.
 - 4. Under no circumstance shall the amount paid toward the Foreclosure and Maintenance Expense be greater the FGU Proceeds.
 - 5. The Land Bank shall distribute all funds in accordance with this Agreement within forty-five days of the closing of title.

Section 5.08. **Structure of Conveyances.** Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants, and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

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ARTICLE VI
RESTRICTIONS ON POWER

Section 6.01. **Eminent Domain Prohibited.** The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 6.02. **Limitation on Political Activities.** The Land Bank shall not spend any public funds on political activities. Subject to the forgoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

Section 6.03. **No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 6.04. **Non-Discrimination.** The Land Bank shall comply with all applicable laws prohibiting discrimination.

Section 6.05. **Building and Housing Codes.** The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable State and local laws.

ARTICLE VII
BOOKS, RECORDS, AND FINANCES

Section 7.01. **Land Bank Records.** The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. All records of the Land Bank subject to any claimed privilege, shall be made available to either Party, including the Dutchess County Comptroller and the City of Poughkeepsie Commissioner of Finance. The records and documents shall be maintained until termination of this Agreement and shall be delivered to any successor entity.

Section 7.02. **Financial Statements and Reports.** The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. The Land Bank shall be subject to audit by the office of the state comptroller in accordance with Section 1603(h) of the Land Bank Act, as well as the Dutchess County Comptroller and the City of Poughkeepsie Commissioner of Finance.

Section 7.03. **Annual Budget.** The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

Section 7.04. **Deposits and Investments.** The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in

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accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of the Land Bank funds.

Section 7.05. **Disbursements.** Disbursements of the funds shall be in accordance with guidelines established by the Board.

Section 7.06. **Performance Objectives.** Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance.

Section 7.07. **Real Property Inventory Record.** The Land Bank shall inventory all Real property owned, held, or disposed of by the Land Bank. The inventory shall be maintained as a public record and shall be available in accordance with Sections 1608(h) and (i), and Sections 1609(b) of the Land Bank Act.

ARTICLE VIII **FUNDING AND EXPENDITURES**

Section 8.01. **Budget Contributions.** While under no obligation, the Parties may contribute to the annual Land Bank budget in such manner as approved by the Party of Parties.

Section 8.02. **Issuance of Bonds.** The Land Bank may issue, sell, and deliver bonds in accordance with the provisions of Section 1611 of the Land Bank Act.

Section 8.03. **Tax Allocation.** Upon the adoption of a resolution by the County Legislature and/or the adoption of an ordinance by the Common Council of the City of Poughkeepsie, either party, or both parties collectively may provide for Fifty (50) percent of that Party's real property taxes collected on any specific parcel of real property identified in such resolution or ordinance (or both) to be remitted to the Land Bank for a period of five (5) years in accordance with the provisions of section 1610(c) of the Land Bank Act.

Section 8.04. **Management of Funds.** The Land Bank shall designate a fiscal agent of the Land Bank to manage sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the Land Bank accounts.

Section 8.05. **Authorized Expenditures.** The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Agreement and State law.

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ARTICLE IX **DURATION OF AGREEMENT**

Section 9.01. **Duration.** This Agreement shall commence on the Effective date and shall remain in full force and effect for a period of five (5) years. This Agreement shall thereafter be automatically renewed for successive five-year periods until withdrawal of one of the parties in accordance with section 9.02 or dissolution of the Land Bank in accordance with the provisions of Section 9.03.

Section 9.02. **Withdrawal by Party.** Either Party may withdraw from this Agreement upon six (6) months' notice to the other Party, and to the Land Bank. The withdrawing Party shall have no rights to funds or other assets of the Land Bank. If at the time of withdrawal, the requirements of the Land Bank Act provide that some Real Property of the Land Bank be liquidated, any sums received from the sale of such properties shall remain the funds of the Land Bank. Upon the withdrawal of any Party to this Agreement, the provisions of this Agreement shall remain in force for any remaining Parties to the Agreement.

Section 9.03. **Dissolution.** The Land Bank may only be dissolved pursuant to the requirements of Section 1613 of the Land Bank Act.

ARTICLE X **MISCELLANEOUS**

Section 10.1. **Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party via certified mail, return receipt requested, and by regular US mail. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. All such written notices, including any notice of withdrawal under Article IX, shall be sent to the Parties at the addresses below, or any subsequent address provided by either Party.

To: Dutchess County

Dutchess County
Office of the County Executive
Attn: County Executive
22 Market Street, #7
Poughkeepsie, New York 12601

With carbon copy to:

Dutchess County
Department of Law
Attn: County Attorney
22 Market Street, 5th Floor
Poughkeepsie, New York 12601

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To: The City of Poughkeepsie

City of Poughkeepsie
Office of the Mayor
Attn: Mayor
62 Civic Center Plaza
Poughkeepsie, New York 12601

With carbon copy to:

City of Poughkeepsie
Corporation Counsel
Attn: Corporation Counsel
62 Civic Center Plaza
Poughkeepsie, New York 12601

And to:

City of Poughkeepsie
City Chamberlain
62 Civic Center Plaza
Poughkeepsie, New York 12601

Section 10.02. **Entire Agreement.** This Agreement sets forth the entire Agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further, understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other contracts, understandings, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 10.03 **Interpretation of the Agreement.** The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the Land Bank under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 10.04. **Severability of Provisions.** If any provision of this Agreement or its application to any Person, Party or circumstance is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

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Section 10.05. **Governing Law.** This Agreement is made and entered into in the State of New York and shall in all respects be interpreted, enforced, and governed under the laws of the State of New York without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 10.06. **Captions and Hearings.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 10.07. **Terminology.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 10.08. **Cross-References.** References in this Agreement to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Agreement to any section include all subsections and paragraphs in the section.

Section 10.09. **Jurisdiction and Venue.** In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of Dutchess County.

Section 10.10. **Amendments to Agreement.** This Agreement may be amended, or an alternative form of this Agreement adopted only upon written amendment approved by all Parties.

Section 10.11. **Amendments to Land Bank Act.** The Land Bank shall have any powers authorized pursuant to any amendments, replacements, or substitutions to the Land Bank Act, unless the Agreement is amended by the Parties to provide otherwise.

Section 10.12. **Certificate of Incorporation.** The Certificate of Incorporation of the Dutchess County-Poughkeepsie Land Bank are attached to this Agreement as Exhibit "A" and incorporated herein by reference.

Section 10.13. **Effective Date.** This Agreement shall become effective as of the Effective Date as that term is defined in Section 1.03. of this Agreement.

*[The remainder of this page is intentionally left blank, with
the signature pages immediately following on the next page.]*

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IN WITNESS WHEREOF, the County of Dutchess and the City of Poughkeepsie have caused this Agreement to be executed by their authorized representatives on the date indicated to be effective upon the Effective Date as that term is described within this Agreement.

CITY OF POUGHKEEPSIE

DUTCHESS COUNTY

By: _____
Robert G. Rolison
Mayor

By: _____
Marcus J. Molinaro
Dutchess County Executive

Dated: _____, 2020

Dated: _____, 2020

State of New York)

County of Dutchess) ss:

On the _____ day of _____, in the year 2020, before me, the undersigned, a notary public in and for the said state, personally appeared **MARCUS J. MOLINARO**, to me known, who, being by me duly sworn, did depose and say that he resides in Poughkeepsie, New York; that he is the County Executive of Dutchess County personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)

County of Dutchess) ss:

On the _____ day of _____, in the year 2020, before me, the undersigned, a notary public in and for the said state, personally appeared **ROBERT G. ROLISON**, to me known, who, being by me duly sworn, did depose and say that he resides in Poughkeepsie, New York; that he is the Mayor of the City of Poughkeepsie, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Poughkeepsie and it was so affixed pursuant to the Charter of the City and that he signed the instrument as Mayor of said City of Poughkeepsie by like authority.

Notary Public

Revised 02/12/2020

CERTIFICATE OF INCORPORATION

of

Dutchess County-Poughkeepsie Land Bank

Under Sections 402 and 1603 of the Not-For-Profit
Corporation Law of the State of New York

THE UNDERSIGNED, being over the age of eighteen years, for the purpose of forming a land bank as a not-for-profit corporation pursuant to Section 402 and Article 16 of the Not-For-Profit Corporation Law of the State of New York (the, "NFPCL"), hereby certifies as follows:

FIRST: The name of the corporation is Dutchess County-Poughkeepsie Land Bank (hereinafter "Corporation").

SECOND: The Corporation will be a corporation authorized by Section 1603 of the NFPCL and as defined in subparagraph (a)(5) of Section 102 of the NFPCL and, as provided in Section 1603(f) of the NFPCL, will be a Type C Corporation as defined in Section 201 of the NFPCL. The Corporation is a public instrumentality of, but separate and apart from the County of Dutchess and the City of Poughkeepsie.

THIRD: The Corporation is to be formed and operated for the purpose of acquiring and redeveloping vacant, abandoned, donated and tax-delinquent properties in the County of Dutchess, New York of which the City of Poughkeepsie is a part. The lawful public or quasi-public objective which the Corporation will achieve is restoring properties to productive use and the revitalization of neighborhoods in Dutchess County and the City of Poughkeepsie to productive use in order to eliminate the harms and liabilities caused by such properties, and lessen the burden of government and act in the public interest. In furtherance if said purpose, the Corporation's powers shall include all powers and duties granted land bank corporations as set forth in Article 16 of the Not-For-Profit Corporation Law of the State of New York, as it may be amended from time-to-time, which powers are incorporated herein by reference as if fully stated herein, and shall also include"

- (a) Any other act or thing incidental to or connected with the foregoing purpose or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors, officers or any private person.
- (b) In general, to perform any and all acts and things, and exercise any and all powers which may now or hereafter be lawful for the Corporation to do or exercise under and pursuant to the laws of the State of New York for the purpose of accomplishing and of the foregoing purposes of the Corporation.

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FOURTH: The operations of the Corporation will be conducted within the territory of the County of Dutchess. Notwithstanding any other provision in this Certificate of Incorporation, the by-laws and any provisions of law, so long as the Corporation exists, the Corporation will not do any of the following:

- (a) engage in any other business or activity other than as set forth in paragraph THIRD;
- (b) without the consent and affirmative vote of the members of the Dutchess County Legislature and the Common Council of the City of Poughkeepsie, (i) dissolve or liquidate, in whole or in part, or institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it, or (iii) file a petition seeking or consent to reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency; or
- (c) without the consent and the affirmative vote of the members of the Board of Directors of the Corporation, merge or consolidate with any other corporation, company or entity, except to the extent contemplated by paragraph THIRD hereof.

FIFTH: The powers of the Corporation set forth in paragraph THIRD hereof will be subject to the following limitations:

- (a) All income and earnings of the Corporation will be used exclusively for its corporate purpose or accrue and be subject to the Corporation's responsibilities.
- (b) The property of the Corporation is irrevocably dedicated to charitable purposes.
- (c) No part of the income or earnings of the Corporation will inure to the benefit or profit of, nor will any distribution of its property or assets be made to, any member, director or officer of the Corporation, or private person, corporate or individual, or to any other private interest, except that the Corporation may repay loans made to it and may repay contributions (other than dues) made to it to the extent that any such contribution may not be allowable as a deduction in computing taxable income under the Internal Revenue Code of 1986, as amended (the, "Code") and the regulations promulgated thereunder.
- (d) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code). No part of the activities of the Corporation shall be the participating in or intervening, directly or indirectly, any political campaign on behalf of or in opposition of any candidate for public office.

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- (e) The Corporation will not engage in any activities not permitted to be carried on by an organization exempt from federal income taxation pursuant to Section 501(c)(3) of the Code, as amended, and the regulations promulgated thereunder.
- (f) As provided in Section 1612(f) of the NFPCL, any bonds or other obligations of the Corporation shall not be a debt of the County of Dutchess, City of Poughkeepsie or of the State of New York, and shall so state on their face, nor shall the County, City nor the State of New York nor any revenues or any property of the County, City or of the State of New York be liable therefor.

SIXTH: In the event of the dissolution of the Corporation or the winding up of its affairs, the Board of Directors shall, after paying or making provisions for the payment of all debts and liabilities of the Corporation of whatsoever kind or nature distribute all of the remaining assets and property of the Corporation, in equal proportion, to the County of Dutchess and the City of Poughkeepsie as set for in Section 1613 of the NFPCL.

SEVENTH: The office of the Corporation will be located in the City of Poughkeepsie, New York and the Corporation at all times will:

- (a) upon request by either the Dutchess County Legislature or the City of Poughkeepsie Common Council, the Corporation will make available any and all books and records of the Corporation for inspection by the Chair or the Dutchess County Legislature or the City of Poughkeepsie Common Council or his/her designee; and
- (b) submit to the Dutchess County Legislature and the City of Poughkeepsie Common Council an annual financial report together with the report of the operations and accomplishments of the Corporation for such annual period; and
- (c) allow the Dutchess County Comptroller and the City of Poughkeepsie Commissioner of Finance, and the New York State Comptroller the right to conduct an annual audit of the books and records of the Corporation.

EIGHTH: The Corporation will be initially managed by a board of directors (the, "Board of Directors") consisting of nine members (each, a "Director"). In the future event that the Dutchess County Legislature and the City of Poughkeepsie Common Council, by resolution, approve the expansion of the Corporation to include another foreclosing governmental unit, the Board of Directors shall be increased to eleven Directors, with the two additional directors being appointed by the legislative body of the additional foreclosing governmental unit, subject to confirmation by the Chief Elected Official. The Board of Directors shall not exceed eleven members in accordance with Section 1603(a)(2) of the NFPCL. The Board of Directors shall be appointed as follows:

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- (a) two (2) Directors shall be appointed by the Mayor of the City of Poughkeepsie;
- (b) two (2) Directors shall be appointed by the City of Poughkeepsie Common Council;
- (c) two (2) Directors shall be appointed by the County Executive of Dutchess County;
- (d) two (2) Directors shall be appointed by the Dutchess County Legislature;
- (e) one (1) Director shall be appointed jointly by the County Executive of Dutchess County and the Mayor of the City of Poughkeepsie, subject to confirmation by the Dutchess County Legislature and the City of Poughkeepsie Common Council.
- (f) if there are eleven (11) Directors, two (2) shall be appointed by the additional foreclosing governmental unit's legislative body, subject to confirmation by the Chief Elected Official;
- (g) Directors shall not be elected representatives of any foreclosing governmental unit;
- (h) The first term of the Initial Board directors shall commence on the date of the first Board meeting, after approval of the Corporation by the Empire State Development Corporation
- (i) Directors shall serve for terms of three (3) years, with the exception of the original appointed Initial Directors. The Initial Board of Directors shall be appointed after approval of the Corporation by the Empire State Development Corporation, who shall serve as follows:
 - 1) two (2) Directors appointed by the Mayor shall hold office for a term of three (3) years;
 - 2) two (2) Directors appointed by the Common Council of the City of Poughkeepsie shall hold office for a term of two (2) years;
 - 3) two (2) Directors appointed by the County Executive of Dutchess County shall hold office for a term of three (3) years;
 - 4) two (2) Directors appointed by the Dutchess County Legislature shall hold office for a term of two (2) years;
 - 5) one (1) Director appointed jointly by the County Executive of Dutchess County and the Mayor of the City of Poughkeepsie, subject to confirmation by the Dutchess County Legislature and the City of Poughkeepsie Common Council, shall hold office for a term of two (2) years;

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(j) Chairperson: Once all of the Board of Directors are appointed, the Board of Directors as a whole shall select a Chairperson amongst themselves by a majority vote, on an annual basis.

(k) Subsequent Board of Directors shall be appointed from a list of applicants that have applied for consideration.

NINETH: The duration of the Corporation shall be perpetual.

TENTH: The Secretary of State of New York is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State will mail a copy of any process against the Corporation served upon him or her is: Dutchess County-Poughkeepsie Land Bank, Attn: Corporation Counsel, 62 Civic Center Plaza, Poughkeepsie, New York 12601.

ELEVENTH: The By-laws of the Corporation may be adopted or amended by a majority of the Directors of the Corporation upon 10 days notice to all of the Directors, the Chair of the Dutchess County Legislature and the Chair of the City of Poughkeepsie Common Council.

TWELFTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in any manner now or hereafter provided herein or by statute; provided, however, that:

(1) the Corporation will not amend, alter, change or repeal any provision of this Certificate of Incorporation without the affirmative vote of two-thirds of the members of the Board of Directors or the Corporation and the written consent of the Chair of the Dutchess County Legislature and the Chair of the Common Council of the City of Poughkeepsie; and

(2) the Corporation will not amend or change any provision of this Certificate of Incorporation without first providing the Chair of the Dutchess County Legislature and the Chair of the Common Council of the City of Poughkeepsie with 30 days advance notice of any proposed amendments, alteration, change or repeal.

IN WITNESS WHEREOF, this certificate has been subscribed by the undersigned this ____ day of _____, 2020

_____, Incorporator
Hon. Robert G. Rolison

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R20-17						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

Councilmember Randall Johnson made a motion to amend the first paragraph to “four elementary schools”, and the third paragraph to “2019-2020”, **Councilmember Menist** seconded the motion.

**RESOLUTION
(R20-18)**

INTRODUCED BY COUNCILMEMBER FLOWERS

WHEREAS, Poughkeepsie City School District (PCSD) owns and maintains gymnasiums and related facilities at its High School, Middle School, and four elementary schools; and

WHEREAS, the City is desirous of utilizing PCSD’s gymnasiums for the Student Athletic Basketball Program (SABP); and

WHEREAS, the Common Council of the City of Poughkeepsie and governing boards of PCSD have determined that it is in their mutual interests to enter into an Agreement for the purpose of allowing the Student Athletic Basketball Program to use the gymnasiums for the 2019-2020 program year; and

WHEREAS, the Common Council of the City of Poughkeepsie and governing boards of PCSD have determined that it is in their mutual interests to share the costs of running such program which operates for the benefit of youth in the City of Poughkeepsie who are students of the Poughkeepsie City School District; and

WHEREAS, the Common Council of the City of Poughkeepsie has allocated \$3,500 in its 2020 operating budget for the SABP; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into an agreement with each other in order to provide cooperatively, jointly and by contract any facility, service, activity or undertaking which each participating municipal corporation has the power to provide separately; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby authorizes the Mayor to execute the attached Inter-municipal Agreement in form and substance as attached hereto.

SECONDED BY COUNCILMEMBER BRANNEN

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of February, 2020, between the **POUGHKEEPSIE CITY SCHOOL DISTRICT**, a school district of the State of New York, with offices at 11 College Avenue, Poughkeepsie, New York 12603 (hereinafter "PCSD") and **THE CITY OF POUGHKEEPSIE**, a small city within the State of New York, with offices at Municipal Building, Poughkeepsie, New York 12601.

WITNESSETH:

WHEREAS, PCSD owns and maintains gymnasiums and related facilities at its High School, Middle School, and five elementary schools; and

WHEREAS, the City is desirous of utilizing PCSD's gymnasiums for the City Recreation Basketball League; and

WHEREAS, governing boards of PCSD and the City have determined that it is in their mutual interests to enter into this Agreement for the purpose of allowing the [Student Athletic Basketball Program] to use the gymnasiums for the City Recreation Basketball League; and

WHEREAS, governing boards of PCSD and the City have determined that it is in their mutual interests to share the costs of running such program which operates for the benefit of youth in the City of Poughkeepsie who are students of the Poughkeepsie City School District; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreement with each other in order to provide cooperatively, jointly and by contract any facility, service, activity or undertaking which each participating municipal corporation has the power to provide separately; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. PCSD will allow the City to use its facilities; i.e. gymnasiums and locker rooms at the Elementary, Middle School and High schools without charge. Additionally, PCSD will provide \$500.00 toward the cost of running this program which shall be available to students of the PCSD. In addition, PCSD will provide security staff to work at competitive events throughout the season.
2. The City agrees to pay all costs for uniforms and any other costs to support the Student Athletic Basketball program in consideration of the City's use of the PCSD facilities as set forth above.
3. The City and PCSD shall furnish, at the time of the signing of this Agreement, proof of insurance for Commercial General Liability (CGL) insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including products and completed operations, as well as Excess coverage in the amount of \$2,000,000 on a "follow-form" basis. The insurance policies will name the Poughkeepsie City School District, its officers, employees and agents, as an additional named insured with ISO

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additional insured endorsement CG 20 26 or equivalent. Additionally, the City shall provide proof of Workers' Compensation insurance. The insurance shall remain in force at all times during the term of this Agreement and any renewal hereof, and shall provide for any notice of cancellation to be sent to PCSD at least 30 days prior to any cancellation. The City's failure to obtain or maintain such insurance coverage shall result in the immediate termination of this Agreement, without notice.

4. The City agrees to comply with applicable laws and regulations as well as PCSD's policies, rules, regulations and procedures with regard to the use of its facilities, and which may be subject to change from time to time.
5. It is expressly understood that PCSD shall not be responsible for the payment of any debts or obligations incurred by the City in connection with this program.
6. This Agreement constitutes the complete understanding of the parties. No modification or any provision of this Agreement shall be valid unless in writing and signed by both parties, after authorization by the governing body of PCSD and the City.
7. This Agreement shall be for a term of one (1) year, the term to commence on March 1, 2020 and to end on February 28, 2021, subject to renewal for additional one-year terms upon approval of the governing body of each party hereto.
8. This Agreement may not be assigned by either party.
9. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, after authorization by the respective governing bodies, on the day and year first above written.

POUGHKEEPSIE CITY SCHOOL DISTRICT

BY: _____

THE CITY OF POUGHKEEPSIE

BY: _____

Robert G. Rolison
Mayor

R20-18						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

4. A motion was made by Councilmember Brannen and seconded by Councilmember Lorraine Johnson to receive and print.

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

INTRODUCED BY COUNCILMEMBER MENIST

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

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

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

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

NOW, THEREFORE,

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

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

SECONDED BY COUNCILMEMBER BRANNEN

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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

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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.

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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

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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.

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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

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

IX. ORDINANCES AND LOCAL LAWS:

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. FROM COMMISSIONER OF FINANCE MARTINEZ**, a communication regarding refinancing Bond Anticipation Notes and Capital Plan Borrowing needs.

Communication on Debt and Borrowing

Brian Martinez, PhD, Commissioner of Finance

Topic	Amount	Action Pending
Amending plan of financing for Sanitation Truck and Ejector Trailer. <i>(Increases prior approved bond amount from \$250,000 to \$290,000.)</i>	\$ 40,000	Resolution 3/2/2020
Street Sweeper <i>(CIP 20-18)</i>	\$276,750	Resolution 3/2/2020
Citizen Safety and Data Protection <i>(CIP 20-12)</i>	\$172,700	Resolution 3/2/2020
Library Bond Refunding (Refinancing) <i>(No new money. Action realizes savings on current debt.)</i>	\$3,660,000	Resolution 3/2/2020

Street Sweeper

Action/Current Status: DPW requires a new sweeper to add coverage and frequency of sweeping to other areas of the city. Eight + years ago, the city ran three sweepers. Today the City has one operational sweeper that provides insufficient sweeping capability despite seven-day-per-week operations.

Risk of not adding a sweeper to the fleet:

- Down time continues to increase due to absence of back-up sweeper.
- Unable to maintain scheduled goal of sweeping Main Street and the business district every day.
- Unable to meet route coverage needs.
- Increasing amount of time in field. Current sweeper mechanical is based on suction and requires several passes over the same section to remove all debris.

Benefits:

- The new sweeper is 100% mechanical and can pick more off the street with one pass making it possible to sweep more street miles per day.
- The new sweeper aids in street paving operations. Current sweeper cannot lift milling residue from grinding machines.
- New machine is a basic model used with success in other municipalities, including NYC. The model minimizes moving parts to keep repairs to a minimum.
- New sweeper enables DPW to increase coverage and reliability of seven-day-a-week operations



**City of Poughkeepsie, NY:
Bond Refunding Overview - Library District**

Action/Current Status: The City of Poughkeepsie proposes refunding outstanding bonds from the Series 2009A Bond issue. The City would issue Refunding Bonds in the approximate amount of \$3,290,000 (not to exceed \$3,660,000) outstanding 2009A Bonds on June 1, 2020.

Discussion:

- Endorsed by Library District February 12, 2020.
- Follow-on actions: March 2nd: Pass Council Resolution; March 2020: Office of State Comptroller (OSC) review of financial data supporting the savings benefit; April 2020: Market sale and finalize.
- There is no new money component to this refunding.
- The Underwriting (bond sale) premium is large enough to redeem the outstanding bonds in full, pay the Cost of Issuance, and reduce the final Par amount of bonds.
- The estimated Net Interest Cost on the Refunding Bonds is approximately 2.192%.
- The Bonds will be issued to create a short-term Escrow Account to provide for the Refunding of the outstanding bonds and to pay the associated Costs of Issuance.
- The final maturity on the bonds will remain the same. There will be no extension of the bond's final maturity. A summary of the preliminary refunding results are detailed below:

Bond Maturities Refunded:	2020-2030
Annual Budgetary Savings:	
2020:	\$38,563
2021:	\$40,325
2022:	\$38,925
2023:	\$42,525
2024:	\$40,925
2025:	\$39,325
2026:	\$42,725
2027:	\$38,494
2028:	\$39,194
2029:	\$39,538
2030:	\$39,975
Total Budgetary Savings:	\$440,513
Total Net Present Value Savings:	\$401,079
Savings as a % of refunded bonds:	10.96%
Savings GOAL as % of refunded bonds (industry best practice):	3.00%

Analysis By: Fiscal Advisors & Marketing, Inc.

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2. **FROM DOMINICK VOLINO**, a notice of property damage sustained on February 10, 2020. **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 9:59 p.m.

Dated: February 25, 2020

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, February 18, 2020.

Respectfully submitted,

Deanne L. Flynn
City Chamberlain