



COMMON COUNCIL MEETING

Common Council Chambers

Tuesday, February 18, 2020

6:30 p.m.

I. ROLL CALL:

II. REVIEW OF MINUTES:

Common Council Meeting of February 3, 2020

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

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

V. MAYOR'S COMMENTS:

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. MOTIONS AND RESOLUTIONS:

1. Resolution R20-16, approving an Inter-municipal Agreement with Dutchess County for the 911 backup room.
2. 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.
3. Resolution R20-18, approving an Inter-municipal Agreement with the Poughkeepsie City School District for the Student Athletic Basketball Program.

4. Resolution R20-19, approving the allocation of funds from community development and improvement funds for ward-community events.
5. SEQRA Resolution R20-20 and Sale Resolution R20-21, for the sale of city owned property at 123 Smith Street.
6. Resolution R20-12, authorizing the extension of a license agreement with the Mid-Hudson Heritage Center d/b/a Fall Kill Creative Works for the operation of the Glebe House.

IX. ORDINANCES AND LOCAL LAWS:

X. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **FROM COMMISSIONER OF FINANCE MARTINEZ**, a communication regarding refinancing Bond Anticipation Notes and Capital Plan Borrowing needs.
2. **FROM DOMINICK VOLINO**, a notice of property damage sustained on February 10, 2020.

XI. UNFINISHED BUSINESS:

XII. NEW BUSINESS:

XIII. ADJOURNMENT:

**RESOLUTION
(R20-16)**

INTRODUCED BY CHAIR SALEM

WHEREAS, by Resolution R-98-204 the City of Poughkeepsie Common Council approved an Intermunicipal 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 Intermunicipal 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 _____.

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

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

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

RESOLUTION
(R20-17)

INTRODUCED BY COUNCILMEMBERS BRANNEN AND CHAIR 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 Intermunicipal 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 Intermunicipal 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 _____.

INTERMUNICIPAL AGREEMENT

BETWEEN
CITY OF POUGHKEEPSIE
AND
COUNTY OF DUTCHESS

FOR THE CREATION OF THE
DUTCHESS COUNTY-POUGHKEEPSIE LAND BANK

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 Lank 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.

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.

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.

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.

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.

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.

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,

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

- 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.

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

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.

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

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.

Section 10.05. **Governing Law.** This Agreement is made an 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 ay 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 nest page.]*

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

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.

FOURTH: The operations of the Corporation will be conducted within the territory of the County of Dutchess. Notwithstanding any other provision if 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.

- (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:

- (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;

(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

**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 five 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 2018-2019 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 _____.

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 is 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

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

**RESOLUTION
(R20-19)**

INTRODUCED BY CHAIR SALEM_____:

BE IT RESOLVED, the Common Council of the City of Poughkeepsie hereby approves the appropriation of \$36,000 or \$4,500 for each of the eight (8) wards from Common Council- Contracted Services Other (01.01.1010.7406) for community and educational events, block parties, tree plantings, park improvements, and other ward improvements.

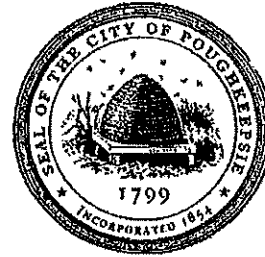
SECONDED BY COUNCILMEMBER_____:

The City of Poughkeepsie

New York

Property Acquisition & Disposition Committee

Eric Phillip
John Taylor
Erian Buckley-Falcon
Marc S. Nelson
Nancy L. B. Griffin



MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: PROPERTY ACQUISITION & DISPOSITION COMMITTEE
SUBJECT: Sale of City-Owned Property located at 123 Smith Street
DATE: Feb 14, 2020

The Property Acquisition & Disposition Committee (PAD) recommends the sale of a City owned parcel located at 123 Smith Street under the terms and conditions below:

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

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

Attached for the Council's review and consideration, is additional documentation in support of this recommendation that we have compiled since we presented a Communication to the Council last month.

1. Copy of Advertising Flyer that as distributed
2. Copy of Confirmation from IT Department that Purchase Offers we solicited via the city's website and a posting made on or about October 21, 2019
3. Copy of the written offer
4. Request to Community Engagement Director to include marking materials in City Newsletter
5. Email Regarding Outreach to other potentially interested party (Church).
6. Email Regarding Assessor Comparables of Recent Sales (as of October 7, 2019)

In addition, to the above information, we can confirm that a large and conspicuous sign was placed on the property indicating the City of Poughkeepsie was entertaining offers to purchase.

Thank you.

CITY OWNED PROPERTY FOR SALE

123 Smith Street

Asking Price: \$50,000.00



PROPERTY DESCRIPTION

S/B/L	6162-72-411198
Lot Size:	.10 Acres
Square Footage:	3977 sqf. (approx.)
Condition:	Poor
Zoning:	R-4
Assessed Value:	\$46,100

The City of Poughkeepsie is offering the above property for sale. The building is a one story small structure, non-conforming use in the R-4 Zoning District. To continue use, Planning Board and Zoning Board of Appeals approvals may be required. Building is currently deemed to be an unsafe building by the Building Inspector and needs major renovation. Great potential for demolition and new construction, as it is an ideal corner location with high traffic count for the right use.

Inspections are by appointment only. To schedule a property inspection, please contact Gary Beck at (845) 451-4007. For any other questions regarding this property, please contact Nancy Griffin at (845) 451-4065.



City of Poughkeepsie • Property Acquisition & Disposition Committee
62 Civic Center Plaza, Poughkeepsie, New York 12601
(845) 451-4065- Fax: (845) 451-4070
Contact: Nancy Griffin • ngriffin@cityofpoughkeepsie.com

Nelson, Marc

From: Gernhardt, Al
Sent: Monday, October 21, 2019 12:49 PM
To: Griffin, Nancy
Cc: Beck, Gary; Buckley-Falcon, Erian; Nelson, Marc; Ruiz, Elizabeth; Taylor, John; DaSilva, Derek
Subject: RE: 123 Smith Street

Posted: <http://cityofpoughkeepsie.com/corporation-counsel/corporation-counsel/city-owned-property-sales/>

Direct link to file: <http://cityofpoughkeepsie.com/wp-content/files/property/123SmithStreet COP.pdf>

-Al

From: Griffin, Nancy
Sent: Monday, October 21, 2019 10:41 AM
To: It Staff
Cc: Beck, Gary; Buckley-Falcon, Erian; Griffin, Nancy; Nelson, Marc; Ruiz, Elizabeth; Taylor, John
Subject: 123 Smith Street

Please post this flyer to the City-Owned Property portion of the website. Let me know if you need anything else. Thanks.

Nancy L. B. Griffin
Secretary to Corporation Counsel
CITY OF POUGHKEEPSIE
62 Civic Center Plaza
Poughkeepsie, New York 12601
Phone: (845) 451-4065
Facsimile: (845) 451-4070

PLEASE NOTE: The information contained in this email is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive such. If the recipient is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. Thank you.

Nelson, Marc

From: Nelson, Marc
Sent: Monday, October 21, 2019 10:57 AM
To: Penney, John
Cc: Griffin, Nancy
Subject: FW: 123 Smith Street
Attachments: Flyer.docx

John – would it be possible to include a blurb in the newsletter about the sale of this city-owned property? It was taken by the City under the Anti-Blight initiative, and the city is actively marketing it now. Great corner!!

Thanks,

Marc

From: Griffin, Nancy
Sent: Monday, October 21, 2019 10:41 AM
To: It Staff <ItStaff@cityofpoughkeepsie.com>
Cc: Beck, Gary <GBeck@cityofpoughkeepsie.com>; Buckley-Falcon, Erian <EBuckley@cityofpoughkeepsie.com>; Griffin, Nancy <NGriffin@cityofpoughkeepsie.com>; Nelson, Marc <MNelson@cityofpoughkeepsie.com>; Ruiz, Elizabeth <ERuiz@cityofpoughkeepsie.com>; Taylor, John <JTaylor@cityofpoughkeepsie.com>
Subject: 123 Smith Street

Please post this flyer to the City-Owned Property portion of the website. Let me know if you need anything else. Thanks.

Nancy L. B. Griffin
Secretary to Corporation Counsel
CITY OF POUGHKEEPSIE
62 Civic Center Plaza
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RESIDENTIAL- ONE & TWO FAMILY HOMES

Thank you for your interest in the City of Poughkeepsie. The Office of Corporation Counsel wants to help you find the property that best matches your needs as a homeowner-occupant. To help us – please complete the following:

Name: JOHN J. ANGELO; CHRISTOPHER J. ANGELO

Address: 41 BENNETT ROAD Poughkeepsie NY 12601

Home Phone: 902.8070 Work Phone: 905.9133 Fax: _____

Employer: J. ANGELO INDUSTRIES

Employer Address: P.O. Box 1072 WAPPINGERS FALLS NY 12590

If Self Employed: J. ANGELO INDUSTRIES

Property Needs:

Single-Family: _____ Two-Family: _____ New Construction: ☒ Other: _____

If other, please explain: _____

Number of Bedrooms: two _____ three _____ four _____ No preference ☒

Will this purchase require financing: yes _____ no ☒

Have you spoken/met with a lender: yes _____ no ☒

If yes, the name, address and phone of lender: _____

Have you ever attended a "Home Buyer Information Class"? yes _____ no ☒

If yes, where? _____

Do you now or have you ever owned property in the City of Poughkeepsie? yes _____ no ☒

If yes, where? _____

Do you own other property? yes ☒ no _____

If yes, please provide the complete address:

41 BENNETT ROAD
POUGHKEEPSIE NY

What properties on the "Properties For Sale List" interest you?

123 SMITH STREET

INVESTOR/DEVELOPER-COMMERCIAL & MULTI-FAMILY RESIDENTIAL

Thank you for your interest in the City of Poughkeepsie. The Office of Corporation Counsel wants to help you find the property that best matches your development needs. To help us -- please complete the following questionnaire:

Name: JOHN J. ANGELO CHRISTOPHER J. ANGELO
Address: 41 BENNETT ROAD Home Phone: 902.9070
Business Name: J. ANGELO INDUSTRIES
Address of Business: P.O. Box 1072 WAPPINGERS FALLS NY
Business Phone: 845 902 8070 Fax: _____
Property Needs: 845 905 9133
Multi-Family: _____ Office: ☒ Storage: _____ Manufacturing: _____
Retail: _____ New Construction: ☒ Other: _____
If other, please explain: GARAGE FOR TRUCKS

Space/Building Requirements: total floor area: _____ area per floor: _____
Lot size: _____ Clear height: _____ Electrical/Mechanical: _____
Minimum Column Spacing: _____ Parking Needs: _____

Will the purchaser operate a business or otherwise occupy the building? Yes ☒ No _____
Explain: J. ANGELO INDUSTRIES FUTURE HOME BASE

Will this purchase require financing? yes _____ no ☒

Do you now or have you ever owned property in the City of Poughkeepsie?

Residential - yes _____ no _____ Commercial - yes _____ no ☒

If yes, where? _____

Do you own other property? yes _____ no ☒

If yes, please provide the complete address: _____

What properties on the "Properties For Sale List" interest you? 123 SMITH ST.

Please attach resume of property ownership and management and company profile if applicable.

PURCHASE OFFER ON CITY OWNED PROPERTY

Date: NOVEMBER 12 2019

Address of City-owned Property to be purchased: 123 SMITH ST.

Purchaser Information:

Name(s) of Purchaser: JOHN J. ANGELO
CHRISTOPHER J. ANGELO

Address of Purchaser: 41 BENNETT ROAD
POUGHKEEPSIE NY 12601

Phone number(s): 845.902.8070 ; 845.905.9133

Name, address and phone number of Business (if purchase is to be in the business' name):

Name, address and phone number of Attorney:

FRANK 1220
RIVKIN RAPLER
2649 SOUTH RD. POUGHKEEPSIE NEW YORK

Dollar amount of purchase offer: \$122,500.00

Conditions on the offer:

Financial Information:

Financial information for acquisition (to buy) of the property:

Owner Financing: Private Financing: Need to obtain a mortgage:

Name, address, phone number and a contact person of Bank, Mortgage Company or Private Financing:

LMSH OFFER CERTIFIED CHECK

Financial information for the rehabilitation (when applicable) of the property:

Owner Financing: _____ Private Financing: _____ Need to obtain a mortgage: _____

Name, address, phone number and a contact person of Bank, Mortgage Company or Private Financing:

Other Property owned:

Do you, or any member of your immediate family own other real property located in the City of Poughkeepsie in any of the following capacities?:

Individually _____ Shareholder _____ Officer or director of a corporation _____
Partner in a partnership _____ Member of a Limited Liability Company _____
Member of a Joint Venture _____ Other Capacity _____

Please Identify: _____

If yes, the addresses of any other property, located in the City of Poughkeepsie:

Please be advised that the principals must be current on all other indebtedness to the City of Poughkeepsie.

Name, address and phone number of Real Estate Broker (if applicable):

Development Plan:

The intended use of the property (i.e.: single family, two family, retail business, etc):

BUSINESS / RESIDENTIAL

The development plan for the property (i.e.: change from residential to commercial, describe renovations to building, etc.):

DEMO OLD BUILDING / NEW CONSTRUCTION

What construction work is necessary to prepare the property for this use?

DEMOLITION of Old BUILDINGS TO PREPARE
FOR NEW CONSTRUCTION

Is site plan approval needed? yes ☒ no ☐

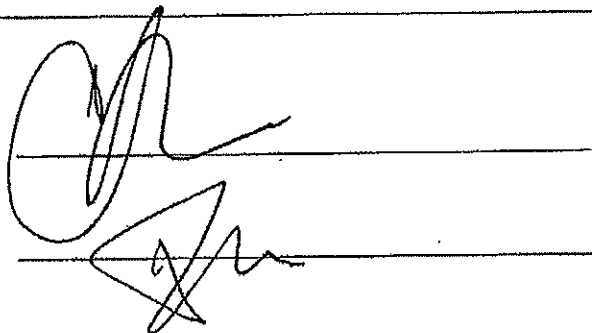
Are any variances required? yes ☐ no ☒

The schedule for such improvements to the property (Note- If applicable, you will be required to obtain a building permit in six months of the purchase and a Certificate of Occupancy within one year of that):

Will you be making changes to the floor plan of the building (i.e.: changing the number, size or shape of the rooms)?

yes

Purchaser(s) Signatures:



Please return completed form to:

The Property Acquisition & Disposition Committee
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12601
C/O: Phone: (845) 451-4065
Fax: (845) 451-4070

Nelson, Marc

From: Ackermann, Paul
Sent: Monday, October 28, 2019 2:57 PM
To: Griffin, Nancy
Cc: Beck, Gary; Buckley-Falcon, Erian; Nelson, Marc; Ruiz, Elizabeth; Taylor, John
Subject: Re: Mae Parker Harris called

I will call her.

On Oct 28, 2019, at 2:52 PM, Griffin, Nancy <NGriffin@cityofpoughkeepsie.com> wrote:

About 123 Smith. She wants it for church parking. She wants someone to call her. Do one of you want to call her or do you want me to?

204-0141

Nancy L. B. Griffin
Secretary to Corporation Counsel
CITY OF POUGHKEEPSIE
62 Civic Center Plaza
Poughkeepsie, New York 12601
Phone: (845) 451-4065
Facsimile: (845) 451-4070

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Nelson, Marc

Subject: FW: 123 Smith Street (Comparables - Assessor)

From: Nelson, Marc

Sent: Monday, October 07, 2019 4:31 PM

To: Taylor, John <JTaylor@cityofpoughkeepsie.com>; Griffin, Nancy <NGriffin@cityofpoughkeepsie.com>; Ackermann, Paul <PAckermann@cityofpoughkeepsie.com>; Beck, Gary <GBeck@cityofpoughkeepsie.com>; Buckley-Falcon, Erian <EBuckley@cityofpoughkeepsie.com>; Ruiz, Elizabeth <ERuiz@cityofpoughkeepsie.com>

Subject: RE: 123 Smith Street

Thanks John, disregard my last..... let's ask \$50K – it's a new day in Poughkeepsie.

From: Taylor, John

Sent: Monday, October 07, 2019 4:01 PM

To: Griffin, Nancy <NGriffin@cityofpoughkeepsie.com>; Ackermann, Paul <PAckermann@cityofpoughkeepsie.com>; Beck, Gary <GBeck@cityofpoughkeepsie.com>; Buckley-Falcon, Erian <EBuckley@cityofpoughkeepsie.com>; Nelson, Marc <MNelson@cityofpoughkeepsie.com>; Ruiz, Elizabeth <ERuiz@cityofpoughkeepsie.com>

Subject: RE: 123 Smith Street

I have a 4k sqft building on 0.10 acres. Needs roof and renovation.

The city sold 108 Smith St in '14 for \$5/sqft. (\$17,500). Vacant, needed renovation

104-106 Smith St sold in '14 for \$10/sqft (\$15,000). Vacant and needed renovation.

44 Smith St sold '15 for \$21/sqft (\$110,000). A working business.

58 Smith St sold '19 for \$100K. A 6family apartment building that had recently had a fire, (\$23/sqft).

The market is better now, is it worth listing at \$40K? (\$10/sqft) \$35k? (8.75/sqft)

John Taylor

Assessor

City of Poughkeepsie

62 Civic Center Plaza

Poughkeepsie, NY 12601

845-451-4039

jtaylor@cityofpoughkeepsie.com

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R20-20)**

INTRODUCED BY COUNCILMEMBER FLOWERS

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

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

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

SECONDED BY COUNCILMEMBER _____

**RESOLUTION
(R20-21)**

INTRODUCED BY COUNCILMEMBER FLOWERS

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

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

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

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

SECONDED BY COUNCILMEMBER _____:

**RESOLUTION
(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 _____.

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

WITNESSETH:

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

The Building at 635 Main Street (The Glebe House)

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

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

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

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

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

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

2. The LICENSEE shall pay the annual rent of \$1.00 due at the execution of this agreement and annually upon the automatic renewal of the license term as set forth above.
3. The term of this license agreement shall be for three (3) years unless terminated earlier by LICENSOR at its sole discretion.
4. It is understood that **LICENSEE**, upon taking occupancy of the Premises, will be operating a visitor and cultural education center. Licensee's use of the premises, and this agreement, is subject to all applicable governmental law, rule and regulation concerning the operation of such a facility. **LICENSEE** shall be solely responsible for complying with all such laws, rules or regulations at its sole expense. In the event that **LICENSEE** is unable to or does not comply, then this license agreement shall terminate upon thirty (30) days notice to Licensee.
5. The **LICENSEE** shall take good care of the premises and shall, at its own cost and expense, keep the interior of the premises neat, clean and orderly; and at the expiration of the term, **LICENSEE** shall deliver up the premises in good order and condition, normal wear and tear excepted. Nothing in this article or elsewhere in this agreement shall imply any duty upon the part of **LICENSOR** to do any work; and performance thereof by Licensor shall not constitute a waiver of Licensee default in failing to perform the same.
6. The **LICENSEE** agrees to be responsible for payment for electricity, water, sewer, garbage, maintenance and repair of the premises. **LICENSOR** shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or any person or to the Premises caused by or resulting from the lack of such utility.
7. The **LICENSEE** shall be liable and responsible for any and all utility and heating costs attributable to the building and its operation thereof. **LICENSEE** shall further obtain its own service contracts in connection with such systems located upon the subject premises.
8. The **LICENSEE** shall provide for all standard painting, maintenance and repair work for both the interior and exterior of the premises. The **LICENSOR** will consult with the **LICENSEE** concerning the execution and funding of any and all restoration projects and capital improvements as such projects and improvements are desired by the **LICENSEE** or necessary to comply with state and local building codes and historic preservation laws. All work will comply with the Secretary of the Interior's Standards

for Restoration, consistent with the property being listed on the National Register of Historic Places and such standards as are imposed on the premises by reason of its landmark status under local law.

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

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

though it were the time provided in this license, all right of **LICENSEE** therein shall be forfeited without any claims for damages, compensation, refund of his investment, if any, or any other payment whatsoever against **LICENSEE**.

21. Either the **LICENSOR** or the **LICENSEE** in actual occupancy may cancel this Agreement upon notice in writing given and delivered ninety (90) days prior to the effective date of cancellation. Such notice may be hand-delivered or transmitted by registered mail, return receipt requested, to the address of the parties set forth in this Agreement or otherwise as the parties may from time to time designate in writing.
22. If default be made in any of the covenants herein contained, then it shall be lawful for the **LICENSOR** by summary proceeding to terminate, repossess, re-enter and occupy, with **LICENSEE** responsible for **LICENSOR'S** costs of enforcement.
23. **LICENSEE** at the expiration or sooner termination of this license shall quit and surrender the licensed premises and all property thereon.
24. This instrument shall not be a lien against said premises, and **LICENSEE** shall not create or permit to be created any lien, encumbrance or charge upon the Premises or any part thereof or the income there from, except as otherwise provided herein, and **LICENSEE** in no event shall suffer any other matter or thing whereby the estate, rights and interest of **LICENSOR** in the Premises or any part thereof might be impaired, except as otherwise provided herein.
25. The failure of the **LICENSOR** or the **LICENSEE** to insist upon a strict performance of any of the terms conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the **LICENSOR** or **LICENSEE** may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.
26. The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon its respective successors and assigns.
27. Should **LICENSEE** find itself unable to comply with any obligation of this license agreement, **LICENSEE** should consult with the appropriate City agency to identify available means of avoiding default.

28. This document represents all of the agreement between the parties and may not be changed or amended unless in writing and signed by both the parties hereto. This agreement may not be assigned by either of the parties, without the consent of the other, which consent may be withheld in the sole discretion of the party.

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

CITY OF POUGHKEEPSIE

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

By: _____
Mayor Robert Rolison

By: _____
Kate Mitchell, Executive Director

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

Verizon LTE

1:38 PM

35% 

global m4 sweeper



City of Poughkeepsie

Citizen Safety and Data Protection Initiative

Action/Current Status: 2020-24 Capital Plan identified Project number 20-12, Protect People and Data at City Hall. Project proposes remedies to secure access points to vulnerable areas at City Hall, to protect employees and residents, and to secure critical IT infrastructure and data, and provide incremental resources essential to a viable disaster recovery plan.

Itemization:

- | | |
|---|---------|
| • Improve security in citizen and staff common areas and protect sensitive data infrastructure. | \$29.5K |
| • Install 8 hard-wired panic buttons at various locations and 1 remote panic device in Common Council Chambers | 5.1K |
| • Network Node and Storage Arrays | 13.1K |
| • Improve camera security in City Hall Garage, Public Safety Building and Liberty St Parking Lot | 25.3K |
| • Provide additional temperature controls and harden Security at Server Room | 27.0K |
| • Architectural design for heightened security for Citizens & City staff in first floor finance and clerk lobby | 11.0K |
| • Construction | 50.0K |

Total estimated cost: \$161.0K

Contingency and issuance cost 15%: \$ 24.2K

Total borrowing authorization request: \$185.2K

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
<i>Annual Budgetary Savings:</i>	
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.

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 2/11/2020

NAME AND ADDRESS OF EACH CLAIMANT:

Dominick Volino

99 Canon St.

Poughkeepsie NY 12601

TELEPHONE NUMBER: 845-891-4140

NAME AND ADDRESS OF ATTORNEY (IF ANY):

2020 FEB 12 PM 12:52

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

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

see Attaches
ON February 10, 2020 At About 8:07 AM I drove my car
on Washington St. At the intersection near Taylor Ave going
South A massive pothole gave me 2 Flat tires same side of car
ITEMS DAMAGED OR INJURIES SUSTAINED:

no injuries

2 Flat tires, on passenger side, Brought car to Foreign Auto
near pothole, They confirmed

Dominick Volino
Signature of Claimant

Signature of Claimant

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

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

Dominick Volino
Signature of Claimant

Signature of Claimant

Sworn to before me this

12th day of February, 2020

Bonny Algozzine
Notary Public

BONNY ALGOZZINE
NOTARY PUBLIC STATE OF NEW YORK
No. 01AL6394009
QUALIFIED IN DUTCHESS COUNTY
MY COMMISSION EXPIRES 7/1/2023

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

Dear City Attorney

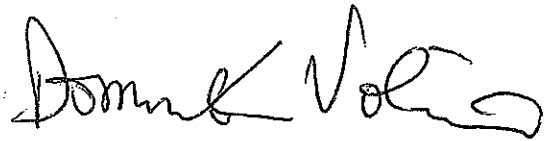
On February 10 at near 8 am while driving on southbound Washington Street in the city of Poughkeepsie just prior to the intersection of Taylor ave. driving at normal speed I hit a massive pothole in the city street . Due to the low profile of my car my tires were both in need of replacement. I was very surprised, both tires on my passenger side. I did not see the pothole . When I drove into Foreign Auto Specialist ,also on Washington Street. The owner and employee apprised me of their encounter with the pothole. The owner of Foreign Auto Specialist and the employee Rick the service advisor reported it to the dispatcher at THE City of Poughkeepsie Highway department. She in turn advised me to make a claim with the office of Poughkeepsie Chamberlin Department. I have no moving violations on my record of driving. I drive as a 55 year old should. I am requesting reimbursement of the cost of the tires . The replacement tires were Cooper tires , not the Pirelli tires that I had. I appreciate your consideration in this matter. I can be reached at 845-8914140 . My mailing ADDRESS IS;

Dominick Volino

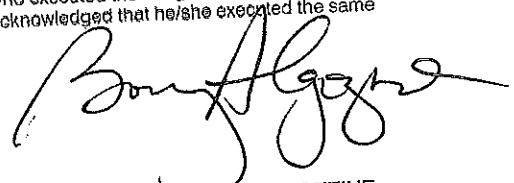
99 Canon Street, Poughkeepsie New York 12601

Thank You Kindly

Dominick Volino



On this 12th day of February, 20 20
Before me came Dominick Volino
to me known to be the individual described in and
who executed the foregoing instrument and
acknowledged that he/she executed the same



BONNY ALGOZZINE
NOTARY PUBLIC STATE OF NEW YORK
No. 01AL6394009
QUALIFIED IN DUTCHESS COUNTY
MY COMMISSION EXPIRES 7/1/2023



FOREIGN CAR SPECIALISTS

124 WASHINGTON STREET
POUGHKEEPSIE NY 12601

845-452-5005

NYS REGISTRATION R7075187

foreigncarspecialistny.com

foreigncarspecialistsny@gmail.com

2/10/2020 3:05 PM

page 1

Invoice #9074197

VOLINO, DOMINICK
37 HAWK LN.
POUGHKEEPSIE NY 12601

Eve Phone -

-fold here -

Vehicle : 2004 Volvo S60 2.5 L 2516 CC L5 DOHC 20 Valve
VIN : YV1RH59H042418780
Fleet # : 2.5T
Created : 2/6/2020 9:42:16 AM
Complete : 2/10/2020 3:04:19 PM
Invoiced : 2/10/2020 3:04:19 PM
Contact : DOMINICK VOLINO (845-891-4140)
Srv Writer: 13

Tag/State : JKT6564 / NY
Color : Blue
Odometer In : 0
Odometer Out : 182605

Labor/Notes

Qty	Code/Tech*	Reference	Description	Unit Price	Price
1	81*	SERVICE REQST	SERVICE REQUEST	\$0.00	\$0.00
			REPLACE TWO RIGHT SIDE TIRES AND ROTATE TO FRONT.		
1	81*	CONCIERGE SVC	CONCIERGE SERVICE	\$0.00	\$0.00
			LOANER VEHICLE		
2	81*	TIREMOUNT	MOUNT AND BALANCE TIRE - NO GRINDING/CLEANING	\$45.00	\$90.00
			MOUNT TIRE ON WHEEL AND COMPUTERIZE SPIN BALANCE. INCLUDES NEW VALVE STEM (WHEN NOT EQUIPPED WITH TPMS) DOES NOT INCLUDE GRINDING AND CLEANING CORROSION FROM RIM BEAD		
-		NOTE	CUSTOMER REQUEST		
			CUSTOMER ORIGINALLY BROUGHT VEHICLE IN TO HAVE THE GAUGE CLUSTER PROGRAMMED TO THE VEHICLE, BECAUSE THE CUSTOMER WAS INFORMED THAT THE VEHICLE HAD 20,000 MILES LESS THAN THE ODO STATES; BECAUSE THE GAUGE CLUSTER HAS BEEN REPLACED. THE ECU WAS SCANNED FOR MILEAGE AND WAS FOUND TO BE CORRECT. NO PROGRAMMING WAS PERFORMED.		

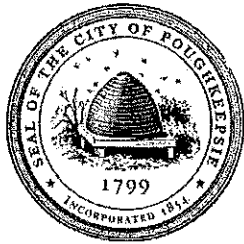
Parts

Qty	Code/Tech*	Reference	Description	Condition	Unit Price	Price
2	ACH	MAC234018	COOPER STARFIRE WR		\$109.99	\$219.98
2	TECH	TIREVALVESTEM	VALVE STEM RUBBER		\$1.72	\$3.44

Sublet/Misc.

Qty	Code/Tech*	Reference	Description	Unit Price	Price
2	-	TIRE DISPOSAL	TIRE MANAGEMENT FEE	\$2.50	\$5.00

Labor		\$90.00
Parts		\$223.42
Sublet/Misc.		\$0.00
Shop Supplies		\$0.00
Charges		\$5.00
Sales Tax		\$25.87
Tax @ \$318.42 * 8.1250%		\$25.87
VISA \$344.29	Paid	\$344.29



THE CITY OF POUGHKEEPSIE
NEW YORK

COMMON COUNCIL MEETING
MINUTES

Monday, February 3, 2020 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- All Present-Councilmember Petsas came in after roll call

II. REVIEW OF MINUTES:

CCM Minutes 1-21-2020						
			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.

Brenda Blasini-25 Dwight Street

Shirley Dahlegren-2302 Linden Court

My name is Shirley Dahlgren, of 2302 Linden Court, Poughkeepsie NY.

I moved here in August from Verplanck in the Town of Cortlandt in Westchester County. I am very interested in learning everything I can about where I live: the City of Poughkeepsie and Dutchess County.

I was very disappointed last Sunday when I was told by more than one person to avoid walking in the area of the Adriance library and I was further disappointed to learn that the YMCA has been closed for many years.

The library and YMCA should be active community centers for young and old.

I am interested to learn what developments are being planned for these areas and how can I get involved.

In addition, it's been a challenge as a newcomer to safely drive through the city with the ever changing right hand turn only, left hand turn only, and shifts on the 3 lane streets and especially those left lane ramps on and off Rt 9. So I tend to avoid those streets.

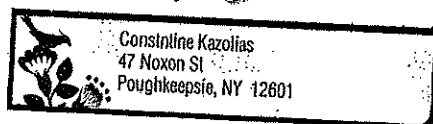
I've been told that 'you'll get used to it' - but I'd prefer to see positive changes, with improvements for all.

Sean Dogue-33 Schyler Drive

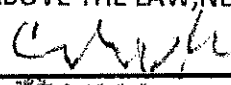
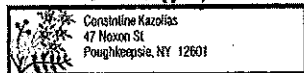
Evelina Knodel-7 Lafayette Place

Constantine Kazolias- 47 Noxon Street

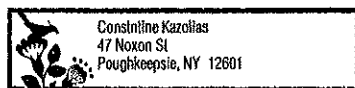
ON THE AGENDA, THERE IS ITEM THAT ADDRESSES TOWING FROM PRIVATE PROPERTY.WITH A FIXED FEE SCHEDULE.BUT , THE CITY POUGHKEEPSIE HAS A TWO TIER FEE SCHEDULE!!!! ONE THE TOWING FROM PRIVATE PROPERTY, THE SECOND, FROM CITY OWNED PROPERTIES!!!! WHY THE DUPLICITY? THERE SHOULD BE ONE UNIFORM FEE SCHEDULE CITY WIDE!!!! ISSUING CITY LICENSES TO ALL TOW OPERATORS DOING BUSSINESS I N THE CITY , WOULD BE BETTER CONTROL!!!



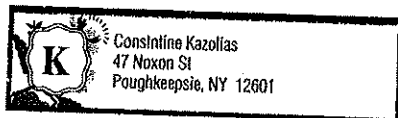
ONE TIME THE CITY OF POUGHKEEPSIE HOME OWNER
SHIP WERE OWNER OCCUPIED WERE FIRST
GENERATION, AS MY PARENTS WHO BECAME OWNER
OCCUPIED. WHO CONTROLLED WHO LIVED IN THOSE
PREMISES. DECADES LATER NOW INTO THE 2020, WITH
MANY PROPERTIES BEING OWNED BY ABSENTEE
LANDOWNERS WHERE THE PROBLEMS ARISE AND GO
UNABATTED. MANY OF THESE PROBLEM ABSENTEE
PROPERTIES ARE OWNED BY ATTORNEYS, PARROTING
THE PHRASE USED FREQUENTLY DURING THESE
IMPEACHMENT HEARINGS, ARE THESE ATTORNEYS
ABOVE THE LAW, NEED I SAY ANYTHING MORE.

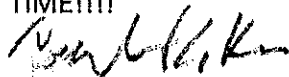
BEING THE CITY OF POUGHKEEPSIE BEEN THE DUMPING
GROUNDS FOR THE POOR WITH A 40% POVERTY RATE. FOR
THE COUNTY, STATE AND FEDS!!!!, THE CITY WITH 77% OF
ALL LOW INCOME HOUSING IN THE COUNTY!!!!!! NEW
CONSTRUCTION BY HUDSON RIVER HOUSING HAS
CONSTRUCTED A HUGE NEWLY PROJECT WITH MANY UNITS
ABUTTING THE WEST LEG OF THE NYS HIGHWAY IN THE ROSE
STREET AREA!!!! THE CONSTRUCTION HAS BEEN COMPLETED
FOR SOMETIME AND NOT BEING OCCUPIED!!!! WITH THE CITY
HOMELESS PROBLEM, ALL THOSE UNITS SHOULD HAVE BEEN
OCCUPIED!!!! MY QUESTION WHAT IS THE PROBLEM?



WHO MADE THE DEAL WITH THE COUNTY REGARDING THE \$27/MO PARKING FEE WITH AT THE CITY OWNED PARKING DECK .IS THIS \$27.00/MO PER SPACE FEE FOR PAIGES CITY HALL ALSO? PARKING ON CITY SURFACE LOTS ARE THEY \$27.00/MO, NO!!!! WHY IS THIS SWEETHEART DEAL WITH THE COUNTY AFTER THE COUNTY GAVE THE CITY THE SHAFT WITH THE SALES TAX CITY SHORTFALL!!!



BEING THE CITY OF POUGHKEEPSIE HAS OVER 500 PROPERTIES CLASSIFIED AS 'ABANDONED', MANY ARE BEING SOLD BY THE CITY , THRU THE MAYORS OFFICE, THE CITY .SHOULD ESTABLISH SOME SORT OF A "LAND BANK" CONTROLLED BY THE COMMON COUNCIL, A CLAW BACK PROVISION AS THE IDA BOAR ED. THER WAS NO CLAW BACK PROVISIO IN THE PROPERTY SOLD BY THE CITY OVER 20 YEARS AGO AND IT IS SITTING WITH A NON CLAW BACK CLAUSE IF THERE IS ONE NOT BEING ENFORCED. THE CITY ON THE EDGE OF BEING DEVELOPED AS PER THE NYT ARTICLE, BEING BEACON HAS MAXED OUT!!MAIN REASON PARKING! MAYOR COEZEAN HAD PLANS FOR MULTI LEVEL PARKING STRUCTURE AT THE ACADEMY,CANNON,AND CHURCH CITY LOT WHICH NEVER MATERIALIZED , AND NOW AS THE POPUGHKEEPSIE PLANNERS DID IN BEACON WITH THEIR PARKING .ABOLISHED THE PARKING ZONNING REQUIREMENTS.,NOW ITS CRUNCH TIME!!!!



Carinda Swann-131 Union Street-Beacon
Darrett Roberts-Franklin Street

Laurie Sandow-South Grand Avenue

Laurie Sandow comments, Common Council meeting, February 3, 2020 — Pg. 1 of 2

There's a modern proverb that reads: "If you're not at the table, you're on the menu."

Recently deceased journalist Jim Lehrer kept a list of guidelines for his own behavior. Among these were: "Do nothing I cannot defend", and "Assume there is at least one other side or version to every story."

Yet amazingly, in these Chambers, the current leadership of the Council has established that they: —Can and will do anything, legal or not, defensible or not; —That only one side of a story—their side—is welcome at the table. All else and all others are on the menu; and —That taxpayer dollars will fund their actions, even when City taxpayers have been deprived of input.

Let's turn to a few definitions: The definition for "autocrat" is: "a ruler who has absolute power. Someone who insists on complete obedience from others." One definition for "democracy" is: "the practice or principles of social equality".

Then there's the term "virtue signaling", by which people say or write things to indicate that they are virtuous. Yet signaling virtue doesn't actually require doing anything virtuous. For example, we have Common Council members who ran on platforms promising "transparency." Transparency would be the virtue. Reality is that these same Councilmembers regularly, consciously, illegally violate the law AND their oaths of office by blocking access to their social media, and being non-responsive, evasive, or even fraudulent in their replies to Freedom of Information requests.

Laurie Sandow comments, Common Council meeting, February 3, 2020 — Pg. 2 of 2

Current Chair Salem campaigned on a quote from Nelson Mandela, saying "For to be free is not merely to cast off one's chains, but to live in a way that respects and enhances the freedom of others." That campaign quote was virtue signaling. The reality is that the Chair has joined others in violating the Council's own rules, using their violation to silence members of the public, and even cause them to be arrested.

Another “virtue signal” has been the Chair’s reading of a warning prior to public comments, about the content of comments. This reading implies that the Council has been victimized by public comment, when the reality is the opposite. The 2017 Council rules contained one lonely paragraph about public comment. Two years ago, the members of this Council—before even taking their oaths of office—not only added a police presence, but expanded the Council’s rules governing public comment to run more than two pages long. This Council, with behavior modeled on the trespasses of the current national Administration, recently added a note of intimidation to their rules, warning the public that those deemed to be violating the rules will be (quote) “...subject to all civil and criminal penalties that may apply to their conduct.” (unquote)

Settle in, folks, for another night of Council hijinks, with agenda items added and deleted without notice, virtue signaling resolutions introduced without citywide outreach or public input, and so-called communications presented without documentation.

Warren Jones-North Clover Street

Submitted for the record:

February 3, 2020

To the Poughkeepsie Common Council:

I would like to voice my support for Resolution R20-14, which addresses the important need for mitigating the impacts of climate change and would position the City of Poughkeepsie as a leader in this movement.

Representative Sean Patrick Maloney has already endorsed the House version of this bill, and it is critical that municipalities across the state voice their support for this measure. It would demonstrate our commitment to making climate change a priority, and cleaning up our environment for the benefit of our children and our community.

I hope that you will support this work and I look forward to hearing your positive support of this Resolution.

Sincerely,

Cornella Harris

4th Ward, Poughkeepsie

V. MAYOR'S COMMENTS:

Mayor Rolison: Just wanted to let everyone know a few things tonight. We had a graduation last week from our Careers in Law Enforcement class. There were 42 students from Poughkeepsie's schools graduated from that 13 week class. A second class is already being coordinated.

Today, I sent an email to Councilmembers asking them when they have the opportunity to give us locations, or I'd like one location, if we could, to start out within each ward that has been a persistent problem when it comes to litter, where to develop a top eight list. From that information or more from the council folks. And we're going to go after them as we did the top 10 list of vacant and unsafe buildings, which we did in the first few years of the first term.

Also with that, we have a new sanitation inspector. Diane Rose will be our new Sanitation Inspector. Diane has been a member of the Department of Public Works on the administrative side. And she is going to take that position. She's already started. She's doing two roles right now, but she's going to lead the in-house effort with city staff, to address those problem properties for the council people and many other things that the sanitation inspector does.

Tonight there is going to be really informative presentation on the 2020 census, which we've already heard and we know is really important for the city, but for this country in general, but simply the City of Poughkeepsie. Everybody needs to be counted. I want to thank Owen Rafter, the Commissioner of Planning from Dutchess County who is here tonight, along with the point person for us here in the city, our Community Engagement person, John Penny. But Karen Barnes is here tonight from the Census. And Karen has been partnering with city staff and others since the summer in being here in Poughkeepsie. Karen, I want to thank you for coming up tonight, and raising a good chance to here and meet you.

Also this coming weekend, Sunday, Monday and then Tuesday is the winter legislative meetings for the New York Conference of Mayors. I'll be attending that. If any member of the Council has any thoughts or things that you would like me to share with our state legislative reps and others who will be present at that, those series of meetings, and then Tuesdays Lobby Day at the state capital. Please let me know and I'll certainly will. I'll bring that message for you.

And then, you know, there's a run going on and I don't know if anyone knows about this run. But our Pioneers team is on a major league run in basketball. I think they've won the last eight out of nine games. And I want to really just say how great that is. The excitement is building as we speak. And our Councilperson from the 6th Ward. Natasha Cherry, her son is part of that charge, big time. So congratulations on that. And that's my comments tonight. Sure. Thank you.

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

Chair Salem: I only have one comment and it is mostly to pay homage to the celebration that incurs in the month of February, and that is Black History Month. Which was first proposed by black educators, from the Black United Students at Kent State University back in 1969, with then the celebration occurring throughout the entirety of the month a year later. It wasn't until six years following that, that our then President, President Ford, recognized Black History Month as a celebration that the United States would engage in throughout the entirety of the country. And he did this by saying at our Bicentennial Celebration, urging fellow Americans. He said, quote, "Seize the opportunity to honor the all too often neglected accomplishments of black Americans in every area of endeavor throughout our history". And so to honor history and culture repressed is of utmost importance. And especially now in the year 2020, as black Americans still experience oppression and racism that has been baked into the sentiment of our culture. That being said, there is a lot of great work being done to undo this expression. And I believe that the city of Poughkeepsie is an incredible testament to that fact, from our Black History Committee working to bring memory to the enslaved people that existed in the city of Poughkeepsie, to the countless businesses and restaurants owned and operated by black Poughkeepsie residents, the incredible innovators working to bring up our youth and exposing the different opportunities and industries to our young student athletes, like the Poughkeepsie Pioneers that are driving us to another successful basketball season. And our young scholars that are here in the city, Poughkeepsie School District, my colleagues here on the council showing us what leadership looks like.

This is America.

And there are a number of different opportunities to celebrate here in the City of Poughkeepsie. But one I want to shout out is I miss the opening on Saturday. But Fallkill Creative Works has an exhibit called Presence in Poughkeepsie. And this exhibit is one that highlights influential black leaders here in the city of Poughkeepsie community. So those are people who inspire to create support and grow with the community. And it is happening at the Glebe House, which is on Main Street. And I know from Facebook that Yvonne, Councilmember Flowers was there this weekend on Saturday to experience that exhibit. And I encourage everybody to get out and give it a go. It's running until well throughout the entirety of the month of February. And that, again, is in the Glebe House on Main Street in the city of Poughkeepsie.

And that concludes my comments now.

VII. REPORTS OF COMMITTEES AND BOARDS:

An update was given by Pat Miller, Vice Chair of the City of Poughkeepsie Ethics Committee.

VIII. MOTIONS AND RESOLUTIONS:

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

**RESOLUTION
(R20-13)**

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

INTRODUCED BY CHAIR SALEM

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

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

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

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

NOW, THEREFORE

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

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

SECONDED BY COUNCILMEMBER BRANNEN

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AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

1. TERM OF AGREEMENT: This Agreement shall be effective as of the date of execution, and shall terminate on December 31, 2020, unless otherwise terminated as set forth herein. If either party decides to terminate this Agreement, either party shall send a written notice of termination to the other party at least thirty (30) days before the end of any term. This Agreement shall terminate upon thirty (30) days written notice by either party to the other.

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2. PAYMENT: None.
3. REFERRALS TO BE ELIMINATED: The following actions shall be eliminated from the referral and review process:
 - a. administrative amendments (zoning amendments regarding fees, procedures, penalties, etc.);
 - b. special use permits, use variances and area variances for residential uses; and
 - c. renewals/extensions of site plans or special permits that have no changes from previous approvals.
4. REFERRALS NOT TO BE ELIMINATED: The following actions shall not be eliminated from the referral and review process:
 - a. comprehensive/master plans;
 - b. zoning amendments (standards, uses, definitions, district regulations, etc.);
 - c. rezonings;
 - d. other proposed local laws and/or other authorizations adopted pursuant to zoning (wetlands, historic preservation, affordable housing, architectural review, etc.);
 - e. site plans (all); and
 - f. special permits, use variances, and area variances for all non-residential uses.
5. NOTICES: Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Commissioner of Planning & Development
Dutchess County Dept. of Planning & Development
85 Civic Center Plaza, Suite 107
Poughkeepsie, NY 12601

City of Poughkeepsie
Att: Mayor
62 Civic Center Plaza
Poughkeepsie, NY 12601
6. ENTIRE AGREEMENT: The term of this Agreement, including any attachments, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of

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this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded in this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

MUNICIPALITY:

Eoin Wrafter, Commissioner of
Planning & Development

BY: Robert Rolison, Mayor

R20-13						
☒ 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	☒	☐	☐	☐

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

**NYS LOCALITY RESOLUTION URGING THE UNITED STATES
CONGRESS TO ENACT THE ENERGY INNOVATION AND
CARBON DIVIDEND ACT of 2019, H.R. 763
RESOLUTION
(R20-14)**

RESOLUTION SPONSORED BY COUNCILMEMBER SALEM:

WHEREAS, an Intergovernmental Panel on Climate Change issued a special report on the impacts of global warming of 1.5 °C above pre-industrial levels in October 2018 warning that global warming is likely to reach 1.5°C between 2030 and 2052 if it continues to increase at the current rate; and

WHEREAS, the United Nations climate science body said in a monumental climate report that we have only 12 years left to make massive and unprecedented changes to global energy infrastructure to limit global warming to moderate levels; and

WHEREAS, the United States government released its Fourth Annual Climate Assessment in November 2018 reporting that the impacts of climate change are already being felt in communities across the country, and that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems that provide essential benefits to communities; and

WHEREAS, conservative estimates by the world's climate scientists state that to achieve climate stabilization and avoid cataclysmic climate change, emissions of greenhouse gases (GHGs) must be brought to 80-95% below 1990 levels by 2050; and

WHEREAS, presently the environmental, health, and social costs of carbon emissions are not included in prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and

WHEREAS, to begin to correct this market failure, Congress can enact the Energy Innovation and Carbon Dividend Act to assess a national carbon fee on fossil fuels based on the amount of CO₂ the fuel will emit when burned and allocate the collected proceeds to all U.S. Households in equal shares in the form of a monthly dividend; and

WHEREAS, for efficient administration, the fossil fuels fee can be applied once, as far upstream in the economy as practical, or at the port of entry into the United States; and

WHEREAS, as stated in the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, a national, revenue-neutral carbon fee starting at a relatively low rate of \$15 per ton of CO₂ equivalent emissions and resulting in equal charges per ton of CO₂ equivalent emissions potential in each type of fuel or greenhouse gas should be assessed to begin to lower what are now dangerously high CO₂ emissions. The yearly increase in carbon fees including other greenhouse gases, shall be at least \$10 per ton of CO₂ equivalent each year, with the Department of Energy determining whether an increase larger than \$10 per ton per year is needed to achieve program goals; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, specifies that, in order to protect low and middle income citizens from the economic impact of rising prices due to the carbon fee, equal monthly per-person dividend payments shall be made to all American households (½ payment per child under 19 years old) each month from the fossil fuel fees collected. The total value of all monthly dividend payments shall represent 100% of the net carbon fees collected per month; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, encourages market-driven innovation of clean energy technologies and market efficiencies which will reduce harmful pollution and leave a healthier, more stable, and more prosperous nation for future generations; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, will, after 12 years, lead to a decrease in America's CO₂ emissions of 40 percent and an increase in national employment of 2.1 million jobs; and

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WHEREAS, border adjustments - carbon content-based tariffs on products imported from countries without comparable carbon pricing, and refunds to our exporters of carbon fees paid - can maintain the competitiveness of U.S. businesses in global markets; and

WHEREAS, a national carbon fee can be implemented quickly and efficiently, and will respond to the urgency of the climate crisis because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the fee, and already collects fees from fossil fuel producers and importers; and

WHEREAS, A national revenue-neutral carbon fee would make the United States a leader in mitigating climate change and in the clean energy technologies of the 21st century and would provide incentive to other countries to enact similar carbon fees, reducing global CO2 emissions without the need for complex international agreements, and

NOW, THEREFORE

BE IT RESOLVED, that the **City of Poughkeepsie Common Council** urges the United States Congress to enact without delay the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763; and

BE IT FURTHER RESOLVED, that the City Chamberlain, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to the President and Vice President of the United States, to the Speaker of the House of Representatives, to the Majority Leader of the Senate, to each U.S. Senator and Representative from the State of New York in the Congress of the United States, and to nearby city and county governments urging that they pass similar resolutions.

SECONDED BY COUNCILMEMBER BRANNEN

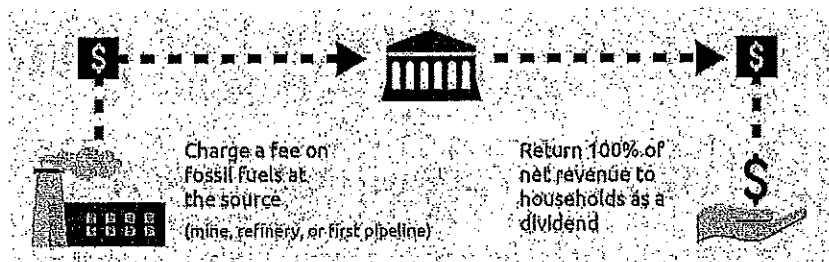


Mid Hudson South Chapter, New York Chapter

Information for Potential Endorsers of HR763

- The Basics of the Energy Innovation and Carbon Dividend Act of 2019 (HR763)
- FAQs on the Energy Innovation and Carbon Dividend Act

Basics of the Energy Innovation and Carbon Dividend Act



Places a steadily rising fee on fossil fuel emissions and returns the revenue to individuals on an equal basis (a full share for every adult, a ½ share for every child under 18). The **fee** will make clean alternatives the cheapest alternatives (and thus default) and spur private investment in clean technologies. The **dividend** will protect lower and middle income households during the transition, most of whom will see a larger dividend than their increased costs.

To ensure that polluting industries don't just move overseas, a **carbon border adjustment** will apply tariffs on goods coming from countries without an equivalent carbon price. Our largest trading partner, Canada, already has a program very similar to this.

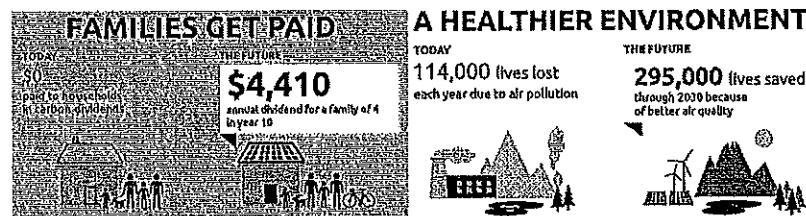
To ensure that the bill is **effective** on its emissions reductions, a year by year required emissions reductions target is set in federal law, reaching 90% (of 2016 levels) by 2050. If targets are not met additional actions are automatically triggered.

Effective



HR763 would cause a dramatic reduction in emissions over the first 10 years, and requires 90% reduction by 2050¹. The claims for the first 10 years have been independently confirmed by Columbia University² and others.

Good for People



In addition to reducing greenhouse gas pollution that drives climate change, transitioning off of fossil fuels has incredible co-benefits. High levels of particulate pollution cause increased lung and heart disease. This impacts are hardest on our most vulnerable communities.

The **dividend** supports a just transition as we pivot our economy away from fossil fuels. The estimated dividend in year 1 are \$27 / month, in year 10: \$122 / month.

For the City of Poughkeepsie this would mean:

- Year 1: ~\$700,000 per month
- Year 10: ~\$3,300,000 per month

¹ All info graphic references contained at - <https://energyinnovationact.org/data-sources/>

² Columbia Center on Global Energy Policy: An Assessment of the Energy Innovation and Carbon Dividend Act

<https://energypolicy.columbia.edu/research/report/assessment-energy-innovation-and-carbon-dividend-act>

Good for the Economy

JOBS ARE CREATED

TODAY

\$240 billion

in annual costs from
environmental and health
harms of fossil fuels



THE FUTURE

2.1 million

jobs created over 10 years
in local communities

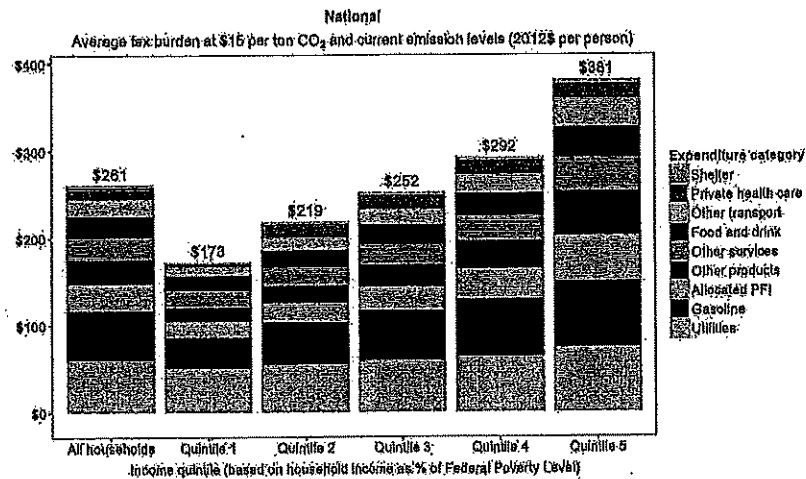


We are currently suffering impacts of climate change that will only get worse the longer it takes us to address the root cause. Locally these will largely be impacts from water: rising sea levels (rising Hudson), extreme rain events taxing drainage and sewage systems, extreme heat events. These have both individual and municipal costs, that will only get worse if we don't address climate change.

The transition driven by both the **fee** and **dividend** will create jobs in clean energy and retrofiting, as well as health care and local services as the dividend allows families to access these.³

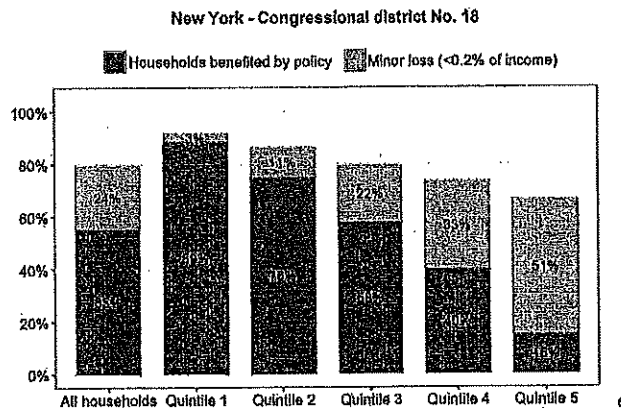
³ REMI Study - <https://citizensclimatelobby.org/remi-report/>

How a Carbon Fee Impacts Households



Economic Quintiles in 2017: 1 (< \$24k), 2 (< \$47k), 3 (< \$77k), 4 (< \$127k), 5 (> \$127k)⁴

On average, only 40-50% of increased prices due to carbon fee are in direct energy, much is in indirect purchasing and the energy embodied in goods and services.⁵ Lower income households consume less energy intensive goods and services.



⁴ Tax policy center - <https://www.taxpolicycenter.org/statistics/household-income-quintiles>

⁵ Household Impact Study - <https://citizensclimatelobby.org/household-impact-study/>

⁶ Household Impact per district modeling

We can also look at which households come out either ahead with with a very minor loss. This data is modelled on the NY-18 congressional district as a whole. Nearly 90% of households making less than \$24,000 will come out ahead in year one, before any changes are made by those households.

Poughkeepsie Specific Impacts

- **Dividend** will inject substantial economic stimulus to City of Poughkeepsie.
- **Fee** will cause rise in fossil fuel costs (gasoline, natural gas, fuel oil) for residents. This cost will be more than offset by dividend for most low and middle income folks.
- Residents will not see increased electricity rates, due to City of Poughkeepsie's enrollment in Community Choice Aggregation which sources 100% renewable electricity
- Poughkeepsie Train Station is a huge asset in a clean economy, with both Metro North and Amtrak ridership poised to dramatically increase in a low carbon economy
- Poughkeepsie's increased mixed use and walkable neighborhoods, and dedicated bike / walk infrastructure support low emissions lifestyle

Frequently Asked Questions

Q: If we put a price on pollution, what prevents the polluters from passing their costs on to individuals?

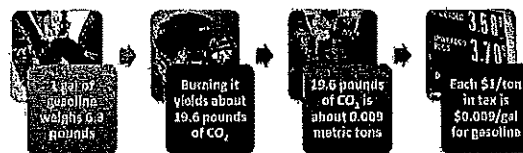
A: Nothing. We do expect polluters to pass most if not all of their increases to consumers. Those who can come up with low carbon alternatives will be able to offer those as lower prices. This is why the **dividend** is important to insulate low and middle income households.

Q: What is the rate of increase of the carbon fee?

A: It starts at \$15 / metric ton CO₂e in year 1, and increases by \$10 / metric ton CO₂e every year until emissions reduction of 90% from 2016 are achieved. The increase is \$15 / metric ton CO₂e in any year that we miss intermediate target goals.

Q: How would this impact the price of a gallon of gasoline?

A: In year 1 a gallon of gas would go up about \$0.13, with a \$0.09 increase each year after that.



Q: How would the dividend be delivered? How often, and by who?

A: The Carbon Fee Trust fund would be administered by the Department of the Treasury. The dividend will be paid **monthly**, starting 1 month before the fee is imposed. For people that already file federal income taxes with direct deposit on file it can be posted automatically, for others they will fill out a simple form to get either direct deposit or monthly checks.⁷

Q: Why return the money as dividends instead of targeted incentives?

A: Historically the benefits of individual targeted clean energy incentives (rooftop solar, electric vehicle tax credit) have largely gone to the top 20% of income earners.⁸ To take advantage of these credits you must have a high tax liability, and often own your own property. A dividend approach is more equitable, and lets each family take the individual actions that will most impact their carbon footprint.

Q: Will the increased income from the dividend push people off income tested benefits such as SNAP, Medicaid, and others?

A: No. For the purpose of means testing benefits the dividend is explicitly excluded.⁹

Q: How does this impact other state or federal laws?

A: It does not preempt any other state laws.¹⁰ One the Federal level it puts a pause on new rules on greenhouse gas emissions from power plants, as long as we continue to meet the emissions requirements lawed out in the bill. If those targets are missed, the authority returns, and the EPA is required to come up with new rules that will get us back under those targets.¹¹

Q: How much support does the bill have in Congress?

A: It was introduced in the house in Jan 2019 with bi-partisan co-sponsors. Since then it has gained 75 co-sponsors, 7 from NY State including Congressman Sean Patrick Maloney (NY-18).¹²

Q: What other municipalities in NY have supported HR763?

A: The villages of Kinderhook, New Paltz, and Rhinebeck, the towns of Marbletown, Plattsburgh, Red Hook and Rhinebeck, the cities of Brockport, Rochester, and Syracuse and Tompkins County are among the communities in New York that have endorsed the bill.¹³

⁷ Dividend Delivery Study - <https://citizensclimatelobby.org/dividend-delivery-study/>

⁸ <https://energy4haas.wordpress.com/2015/07/20/are-clean-energy-tax-credits-equitable/>

⁹ <https://www.congress.gov/bills/116/congress/house-bill/763> - Sec 4. Subsection 9512.c.3.C

¹⁰ <https://www.congress.gov/bills/116/congress/house-bill/763> - Sec 11

¹¹ <https://www.congress.gov/bills/116/congress/house-bill/763> - Sec 8

¹² <https://energyinnovationact.org/>

¹³ <https://energyinnovationact.org/all-supporters/?opentype=local-governments>

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R20-14						
☒ 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.

RESOLUTION
(R20-15)

INTRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, in accordance with the Inter-Municipal Agreement between the City of Poughkeepsie and the Town of Poughkeepsie dated August 3, 1995, the Common Council of the City of Poughkeepsie is authorized to make appointments of City residents to serve on the Joint Water Board; and

WHEREAS, the term for the current members appointed by the City to the Joint Water Board have expired; and

WHEREAS, it is in the best interest of the City of Poughkeepsie and its citizens that the Joint Water Board should have a full complement of members in order to properly conduct the business required of the Board;

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the following individuals to the Joint Water Board for a three (3) year term:

Richard DuPilka (Term Expires: 12/31/21)
Council Chairperson Salem (Term Expires: 12/31/22)

SECONDED BY COUNCILMEMBER BRANNEN

CCM Minutes 1-21-2020						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

IX. ORDINANCES AND LOCAL LAWS:

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

**ORDINANCE AMENDING ARTICLE XX OF CHAPTER 13 OF
THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED "TOWING OF VEHICLES FROM PRIVATE PROPERTY"
(O-20-01)**

INTRODUCED BY COUNCILMEMBER PETSAS

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

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

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER BRANNEN

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

**Article XX
Towing of Vehicles from Private Property**

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

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

- (a) The City of Poughkeepsie Common Council has received numerous complaints asserting abusive business practices by persons engaged in the towing of vehicles from private property. Without limiting the generality of the preceding statement, the City of Poughkeepsie has received complaints asserting that vehicles are towed without proper notice or warning, that vehicles are towed notwithstanding the presence of owners or operators of vehicles who are willing and prepared to voluntarily remove the vehicles from the private property on which they are parked, that fees imposed for towing are excessive, that vehicles are towed to storage locations without identification of the storage location by the person undertaking the taking and that persons undertaking the towing have improperly demanded releases from liability as a condition of physically returning possession of the vehicle to the owner or operator of the vehicle. In response to these numerous complaints, received over a long period of time, the City of Poughkeepsie desires to establish certain

minimum standards for towing of vehicles from private property so that such towing may take place in a manner that is not abusive.

- (b) Complaints to the City have continued despite the original enactment of this ordinance in 1994. The City has received ongoing complaints from consumers that insufficient signage is posted in parking lots indicating that vehicles would be towed if they were improperly parked or that towing personnel were abusive and unresponsive. The largest portion of these complaints concern the towing of motor vehicles from private parking lots serving stores and other business establishments. The City therefore desires to further regulate towing services and solicitation through licensing of towing businesses operating in the City for the purpose of safeguarding the public against fraud and abusive and improper towing practices since the towing of vehicles allegedly improperly parked on private property is a matter that affects the public interest, peace, health, safety, welfare and good order of the City of Poughkeepsie and its inhabitants.
- (c) The City of Poughkeepsie Common Council finds that, since the original enactment of this ordinance in 1994 and its amendment in 2000, much of the aforesaid abusive and improper towing practices are now being pursued in connection with the immobilization of vehicles allegedly improperly parked on private property. The Common Council hereby finds that this is also a matter that affects the public interest, and the peace, health, safety, welfare and good order of the City of Poughkeepsie and its inhabitants.
- (d) The City of Poughkeepsie Common Council finds that, as of August 2004, the abusive, unscrupulous and predatory practices referred to hereinabove continue, and that the provisions of this article have not proven to be sufficiently effective to provide adequate protection for the consumer against unscrupulous and abusive business practices and conduct by those engaged in the booting business. The Common Council finds that possibly the only legitimate purpose to be served by the practice of booting is to serve as a deterrent against improper parking on private property. It has come to the attention of the Common Council that it has become common practice to immobilize an allegedly improperly parked vehicle within moments of the vehicle's arrival at the scene. Appropriate business practices should include giving adequate warning to the general public of the consequence of improperly parking on private property, and giving an opportunity to promptly correct an otherwise innocent mistake. The Common Council hereby finds that the costs associated with booting are much lower than for towing and that the presently authorized fee is unduly and disproportionately punitive in comparison to the offense given: an authorized fee nearer to the fines imposed for improperly parking on public street will adequately compensate the parking facility operator while still providing an adequate deterrent to improper parking on private property. The Common Council hereby finds that, in order to properly protect the public health, safety and general welfare, it is necessary to strike an appropriate balance between private property interests and the public interest of protecting consumers from

unscrupulous, abusive and predatory business practices.

Section 13-309 Definitions.

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

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

BOOTING COMPANY or BOOTING OPERATOR

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

IMMOBILIZATION or BOOTING

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

OWNER

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

PARKING LOT or PRIVATE PARKING FACILITY

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

PERSON

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

PERSON IN CHARGE OF VEHICLE

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

PRIVATE PARKING FACILITY OPERATOR

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

TOWING

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

TOWING COMPANY or TOW OPERATOR

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

TOWING LICENSE

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

TOW TRUCK

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

VEHICLE

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

Section 13-309.1 Applicability.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) The provisions contained within this article are applicable to the towing or immobilization of vehicles improperly parked on private property. The phrase "improperly parked on private property" means vehicles parked on private property without the consent of the owner or person in charge of the private property. Consent includes actual consent and consent created by operation of law.
- ~~(b) Notwithstanding the foregoing, the provisions of this article shall not be applicable to the towing of a vehicle in the following circumstances~~
 - ~~(1) The towing of a vehicle that has been continuously present on private property without the consent of the owner or person in charge of the private property for more than 24 hours; or~~
 - ~~(2) The towing of a vehicle that has been parked on private property in a location that blocks a driveway, lane, alley or other place intended to give passage to other portions of the private property or to give passage to or from the public way; or~~
 - ~~(3) The towing of a vehicle that has been parked on private property in a location and at a time that interferes with garbage or refuse collection; or~~
 - ~~(4) The towing of a vehicle that interferes with snow removal; or~~

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

Section 13-310 Warning signs required.

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

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

(1) Location and description of signs.

- a. A warning sign must be conspicuously posted within 15 feet of each curb cut that gives vehicular access to the private property facing in each authorized direction of travel upon the abutting public highway. The bottom edge of each such sign must be not less than seven feet above grade level. Each of such warning signs must meet one of the two following descriptions as appropriate:
 1. If the warning sign is located on property that is zoned under Chapter 19 of this Code as R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-6, PRD, O-R, or H-M, the said sign must be 24 inches high and 18 inches wide, surrounded by a black border 1/2 inch wide, and must exclusively contain the following content: the words "WARNING" and "PRIVATE PROPERTY" in all red, boldface, capital block letters 2 1/2 inches high upon a white background, a depiction in silhouette of a tow truck 4 1/2 inches high and the phrase "Unauthorized vehicles will be towed" in black block letters two inches high upon a white background, and the word "booted" must be added to or substituted for the word "towed" where appropriate;
 2. If the warning sign is located on property that is zoned under Chapter 19 of this Code as C-1, C-2, C-2A, C-3, I-1, I-2, T, or W, the said sign must be 30 inches high and 24 inches wide, surrounded by a black border 1/2 inch wide, and must exclusively contain the following content: the words "WARNING" and "PRIVATE PROPERTY" in all red, boldface, capital block letters four inches high upon a white background, a depiction in silhouette of a tow truck six inches high, and the phrase "Unauthorized vehicles will be towed" in black block letters 2 1/2 inches high upon a white background, and the word "booted" must be added to or substituted for the word "towed" where appropriate; and
- b. An informational sign not less than four square feet and not more than eight square feet that provides the following information in legible block letters:
 1. In the case of towing, the name, street address and telephone number and the license number of the private parking facility operator and the tow operator, the street address

where vehicles will be impounded, the method of redemption and hours of operation for vehicle redemption, towing and storage fees of the tow operator and the hours vehicles are prohibited from parking and subject to tow; or

2. In the case of booting, the name, address and telephone number and the license number of the private parking facility operator and the booting operator that has immobilized the vehicle, the method of obtaining removal of the immobilization device and the fee payable for removal, and the hours vehicles are prohibited from parking and subject to immobilization.
- c. There need be only one such informational sign which must be posted on the private property in a conspicuous manner reasonably calculated to be visible to a person whose vehicle has been either towed or immobilized.
- (2) The private parking facility operator shall also permit the placement on the private property of a sign, supplied and installed by the City of Poughkeepsie, to direct the public to the nearest municipal parking facility. The City of Poughkeepsie shall have the ability but not the duty or the obligation to install any such signs.

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

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

- (a) No private parking facility operator, owner or other person in control of private property shall tow or cause to be towed from or on such private property any motor vehicle unless such owner or person in control shall post and maintain upon such private property signs, in conformity with Section **13-310** of this chapter.
- (b) No vehicle shall be towed by a tow operator from private property without express written authorization by the owner of the private property or the person in control of the private property, or his or her or its agent, who may not be the tow truck owner or operator or his/her agent or employee. Such authorization shall be required for each vehicle towed and shall include the location, make, model, color and license plate number of the vehicle to be towed. The person who tows a vehicle and the person authorizing the tow shall maintain a copy of the written authorization provided for in this subsection for a period of not less than one year. Upon demand by the person in charge of a vehicle, the person proposing to undertake towing and the person authorizing the tow shall provide a copy of the written authorization provided for in this subsection to the person in charge of the vehicle proposed to be towed. No vehicle shall be towed by a tow operator without complying with the requirement for provision of a copy of the written authorization to the person in charge of the vehicle upon demand for a copy of the same by a person in charge of a vehicle.

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- (c) A vehicle may not be towed if it is occupied by any person.
- (d) Notwithstanding any other provision of law, a vehicle which is towed shall be taken directly to a facility for storage maintained by the person undertaking the towing and which location is distant not more than three miles from the point of towing. Such facility for storage must be a secure place for safekeeping vehicles. The owner and operator of a licensed towing company shall cause the towing license to be posted in a conspicuous place on the premises of the towing company and shall also cause a copy of said license to be available for inspection in each towing vehicle used by the company.
- (e) Any person who tows a vehicle covered by this article shall, within 30 minutes of the vehicle's arrival at a facility for storage, notify the City of Poughkeepsie Police Department, identifying the storage facility, the location of the storage facility, the time the vehicle was towed, the location from which the vehicle was towed, the name of the person who authorized the towing and the fact that the towing was pursuant to a contract with the owner of the private property. The person who tows a vehicle and who notifies the City of Poughkeepsie Police Department as set forth above shall obtain the name of the person at the Police Department to whom such information was reported and shall note such name on a written record to be maintained by the person towing the vehicle, together with the time and date that the vehicle was towed.
- (f) Except for tows authorized by the Police Department, it shall be unlawful for a towing company operator to tow a vehicle if the owner or operator of the vehicle appears at the scene prior to the vehicle being connected to any apparatus of the tow truck, requests the towing company operator not to tow the vehicle and is willing and able to correct the condition warranting the tow. The towing company operator shall be entitled to a hook-up fee not to exceed \$25 if the vehicle is connected to any apparatus for towing, provided that the tow truck has not exited the premises and entered onto the public street. The tow truck operator shall not be permitted to charge any fee to the vehicle owner or operator unless the owner or operator is the one who requested the towing services. Each tow operator shall carry a legible copy of this section and shall show it to a vehicle owner or other person in control of the vehicle who arrives at the scene prior to the towing of a vehicle.
- (g) The registered owner or other person in control of a vehicle that has been towed pursuant to this section shall have the right to inspect the vehicle before accepting its return. No release or waiver of any kind which would release the person or company towing the vehicle from liability for damages may be required from any such owner or other person in control as a condition of release of the vehicle to such a person. No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle that has been towed shall be valid. A detailed, signed receipt showing the legal name of the person or company towing the vehicle and the date and time the vehicle was towed must be given to the person paying

the towing and storage charges at the time of payment.

- (h) When an owner of private property, his or her agent as authorized by this section causes a vehicle to be towed in violation of this article, there shall be no charge to the owner or other person in control of the vehicle for the cost of towing and storage. A person who has violated this article shall be liable to the owner or other person in control of the vehicle for any amounts actually paid for towing, transportation and storage of the vehicle, as well as for any damage resulting from the towing, transportation and storage of the vehicle.
- (i) No person may, under the authority of this article, cause the towing of any ambulance, police vehicle, fire vehicle, civil defense emergency vehicle or emergency ambulance service vehicle, or any vehicle being used by an emergency responder while engaged in such emergency response.
- (j) Every tow operator shall maintain a written schedule of all rates and charges for towing and storage and shall make such schedule available to any person requesting the same. The maximum charge for towing of vehicles shall be \$60, plus a hook-up fee of \$25 plus any and all applicable taxes, **except the maximum charge for towing of a vehicle in the following circumstances shall be \$125, plus a hook up-fee of \$25 plus any and all applicable taxes:**
 - (1) **that has been continuously present on private property without the consent of the owner or person in charge of the private property for more than 24 hours**
 - (2) **The towing of a vehicle that has been parked on private property in a location that blocks a driveway, lane, alley or other place intended to give passage to other portions of the private property or to give passage to or from the public way; or**
 - (3) **The towing of a vehicle that has been parked on private property in a location and at a time that interferes with garbage or refuse collection; or**
 - (4) **The towing of a vehicle that interferes with snow removal; or**
 - (5) **The towing of a vehicle that interferes with paving or construction activities, provided that a twenty-four-hour notice has been given or conspicuously posted; except that the provisions of Section 13-311(c), (e) and (f) shall apply to any such towing.**
- (k) The maximum charge for the storage of towed motor vehicles shall be \$50 per day, or each part thereof, to commence after the vehicle has been impounded on the premises for a period of 24 hours. No additional charges, including clerical, administrative or service fees, may be charged by the licensee.

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

Section 13-312 Towing license required.

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

- (a) No person shall tow a vehicle from private property within the City of Poughkeepsie without the vehicle owner's consent without first having obtained a towing license. Nothing herein shall be construed as prohibiting any towing service whose business is based outside the City from applying for the same license herein required and obtaining said license under the same terms as a business located within the City. As used in this section, the terms "owner," "operator," and "applicant" shall be deemed to include the tow operator and every individual, officer, director, shareholder, partner, member, employee, contractor, subcontractor or agent of such tow operator.
- (b) *Application procedure; compliance with additional standards; inspections.*
- (1) An application for a towing license shall be submitted to the Chief of Police. The application shall be made on such form as the Chief of Police shall prescribe and soliciting such information as the Chief shall reasonably require, and must be accompanied by each of

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the following items:

- a. Certificates of insurance for the following insurance coverage, naming the City as a certificate holder entitled to notice of cancellation or nonrenewal:
 - 1. Public liability insurance for personal injury and property damage with an insurance carrier licensed to do business in the State of New York;
 - 2. An auto garage keeper's legal liability policy covering fire, theft and property damage that will cover any vehicle towed, impounded or stored; and
 - 3. Insurance policies as required by law under the Workers' Compensation Law (Chapter 41 of the Laws of 1914, as amended) and under the Disability Benefits Law (Chapter 600 of the Laws of 1949, as amended) for employees.
 - b. A statement from the Building Inspector or a certificate of occupancy in which the towing company is located and vehicles are to be stored that said locations and premises are in compliance with the municipality's building and zoning ordinances and a statement from the Fire Inspector that the premises are in compliance with all fire and safety codes.
 - c. Material identifying the applicant physically, two references for the applicant's good character and business responsibility and practices, and record of traffic infractions.
 - d. Payment of the fee required hereinafter.
- (2) In the event that any of the information contained in the initial license application shall change, the tow operator shall, within 10 days of such change, make application to amend its license so as to reflect the accurate information.
 - (3) The Chief of Police shall make such investigation as (s)he deems appropriate as to the qualifications and background of the owner and the operator of the towing company.
 - (4) Upon receipt of an application for a towing company license, the Chief of police shall investigate the location of the towing company and of the premises where towed vehicles are to be stored, to determine whether public safety problems exist.
- (c) The fee for a towing license shall be \$250 per year or any fraction of a year for each towing company or tow operator. Payment of the fee shall be due upon application for the license. The fee for renewal or amendment of a towing license shall be \$50 which shall be due upon application for such renewal or amendment. Such license fees shall be nonrefundable.
 - (d) The Chief of Police shall issue to a licensee a placard for each tow truck listed on his application that the licensee shall at all times prominently display on the right front

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dashboard of each tow truck so that it is visible through the front windshield of said vehicle. Said placard shall contain the New York State vehicle identification number of the vehicle, the license number assigned to the towing company or tow operator and such other information as the Chief of police shall determine advisable. Said placard shall not be transferable from one tow truck to another.

- (e) On each side of every tow truck operated in the City by a licensee there shall be legibly inscribed the name and address of the licensee and the license number assigned by the Chief of Police.
- (f) *Denial, suspension or revocation of license.* After a hearing held on not fewer than 10 days' notice to the licensee, given either in person or by registered mail, addressed to the licensee at the address shown upon the most recent application of the licensee, the Chief of Police may deny a license or deny the renewal of a license to any applicant, and may suspend or revoke the license of any licensee:
 - (1) Who does not comply with the provisions of this article or any rule or regulation promulgated under this article.
 - (2) Who makes a material misrepresentation on a license application or renewal thereof.
 - (3) When the Chief of Police, after investigation of the applicant or licensee, deems the owner or operator unfit to conduct such towing business, based upon the determination of one or more of the following findings:
 - a. Denial or revocation of a towing license by any municipality.
 - b. Record of two or more complaints or reports of fraudulent practices regarding the applicant's, owner's, licensee's or operator's business practices, including incompetence or gross negligence in the conduct of the business, abusive conduct to motor vehicle owners or operators, or damage to vehicles towed, substantiated by the Chief of Police or other law enforcement agency in a two-year period immediately preceding the application.
 - c. Record of one or more convictions or guilty pleas to violations of this article or any rule or regulation promulgated under this article or any other municipality's ordinance in a two-year period immediately preceding the application.
 - d. One or more violations of any provision of the New York State Vehicle and Traffic Law or any federal, state or local law, ordinance, rule or regulation regarding the operation of his/her towing business in the two-year period immediately preceding the application or investigation.
 - e. There exists one or more judgments against the applicant, owner or operator that have

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remained unsatisfied for more than 30 days after having been docketed in the Dutchess County Clerk's Office.

- (g) A towing company license shall expire on December 31 of every year.
- (h) A licensee shall submit to the Chief of Police an application for renewal not less than 30 days prior to the license expiration date.
- (i) No license shall be transferred to another person or vehicle.
- (j) The Chief of Police and only the Chief of Police may promulgate rules and regulations necessary to carry out the provisions of this section, but the Chief of Police may delegate to his or her designee any other duty or function set forth hereunder.
- (k) The failure to enforce any of the provisions of this article shall not be deemed a waiver thereof.

Section 13-313 Log book.

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

- (a) Each licensee shall be required to keep and maintain in each tow truck operated by the licensee a towing log book in which all towed vehicles from private property in the City shall be recorded. The log book shall be clearly marked on the outside cover "City of Poughkeepsie Log Book" and shall be exclusively utilized for vehicles towed pursuant to this article. Said log book shall be produced upon demand by any City of Poughkeepsie police officer.
- (b) Each licensee shall record in the log book as to each and every vehicle towed:
 - (1) The date of towing;
 - (2) The property address from which the vehicle was towed and the property address to where the vehicle was towed and stored;
 - (3) The time the vehicle was observed parking and the time the vehicle was towed;
 - (4) The name of the private property owner or authorized agent requesting the tow and the time of said request;
 - (5) The make, model, color and license plate number of the vehicle;
 - (6) The amount, if any, received by the licensee for the towing and impoundment of the vehicle.

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

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

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

Section 13-314.1 Booting license required.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) No person shall boot a vehicle on private property within the City of Poughkeepsie without first having obtained either a booting license as provided for in this section or a towing license as provided for in Section **13-312** of this chapter. Nothing herein shall be construed as prohibiting any booting operator whose business is based outside the City from applying for the same license herein required and obtaining said license under the same terms as a business located within the City. As used in this section, the terms "owner," "operator," and "applicant" shall be deemed to include the booting operator and every individual, officer, director, shareholder, partner, member, employee, contractor, subcontractor or agent of such

booting operator.

(b) *Application procedure; compliance with additional standards; inspections.*

- (1) An application for a booting license shall be submitted to the Chief of Police. The application shall be made on such form as the Chief of Police shall prescribe and soliciting such information as the Chief shall reasonably require, and must be accompanied by each of the following items:
 - a. Certificates of insurance for the following insurance coverage, naming the City as a certificate holder entitled to notice of cancellation or nonrenewal:
 1. Public liability insurance for personal injury and property damage with an insurance carrier licensed to do business in the State of New York covering fire, theft and property damage that will cover any vehicle booted; and
 2. Insurance policies as required by law under the Workers' Compensation Law (Chapter 41 of the Laws of 1914, as amended) and under the Disability Benefits Law (Chapter 600 of the Laws of 1949, as amended) for employees.
 - b. Material identifying each applicant physically, two references for the applicant's good character and business responsibility and practices, and record of traffic infractions.
 - c. Payment of the fee required hereinafter.
- (2) In the event that any of the information contained in the initial license application shall change, the booting operator shall, within 10 days of such change, make application to amend its license so as to reflect the accurate information.
- (3) The Chief of Police shall make such investigation as (s)he deems appropriate as to the qualifications and background of the owner and the operator of the booting company.
- (c) The fee for a booting license shall be \$100 per year or any fraction of a year for each booting company or boot operator. Payment of the fee shall be due upon application for the license. The fee for renewal or amendment of a booting license shall be \$50 which shall be due upon application for such renewal or amendment. Such license fees shall be nonrefundable.
- (d) The Chief of Police shall issue to a licensee a placard for each vehicle used in the course of the licensee's booting operations listed on his application that the licensee shall at all times prominently display on the right front dashboard of each such vehicle so that it is visible through the front windshield of said vehicle. Said placard shall contain the New York State vehicle identification number of the vehicle, the license number assigned to the booting

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company or boot operator and such other information as the Chief of Police shall determine advisable. Said placard shall not be transferable from one such vehicle to another.

- (e) On each side of every vehicle used in the course of the licensee's booting operations operated in the City there shall be legibly inscribed the name and address of the licensee and the license number assigned by the Chief of Police.
- (f) *Denial, suspension or revocation of license.* After a hearing held on not fewer than 10 days' notice to the licensee, given either in person or by registered mail, addressed to the licensee at the address shown upon the most recent application of the licensee, the Chief of Police may deny a license or deny the renewal of a license to any applicant, and may suspend or revoke the license of any licensee:
 - (1) Who does not comply with the provisions of this article or any rule or regulation promulgated under this article.
 - (2) Who makes a material misrepresentation on a license application or renewal thereof.
 - (3) When the Chief of Police, after investigation of the applicant or licensee, deems the owner or operator unfit to conduct such booting business, based upon the determination of one or more of the following findings:
 - a. Denial or revocation of a booting or towing license by any municipality;
 - b. Record of two or more complaints or reports of fraudulent practices regarding the applicant's, owner's, licensee's or operator's business practices, including incompetence or gross negligence in the conduct of the business, abusive conduct to motor vehicle owners or operators, or damage to vehicles booted, substantiated by the Chief of Police or other law enforcement agency in a two-year period immediately preceding the application;
 - c. Record of one or more convictions or guilty pleas to violations of this article, any earlier version of this article regulating the booting of vehicles on private property, or any rule or regulation promulgated under this article or any other municipality's ordinance in a two-year period immediately preceding the application;
 - d. One or more violations of any provision of the New York State Vehicle and Traffic Law or any federal, state or local law, ordinance, rule or regulation regarding the operation of his/her booting business in the two-year period immediately preceding the application or investigation.
 - e. There exists one or more judgments against the applicant, owner or operator that have remained unsatisfied for more than 30 days after having been docketed in the Dutchess County Clerk's Office.

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- (g) A booting license shall expire on December 31 of every year.
- (h) A licensee shall submit to the Chief of Police an application for renewal not less than 30 days prior to the license expiration date.
- (i) No license shall be transferred to another person or vehicle.
- (j) The Chief of Police and only the Chief of Police may promulgate rules and regulations necessary to carry out the provisions of this section, but the Chief of Police may delegate to his or her designee any other duty or function set forth hereunder.
- (k) The failure to enforce any of the provisions of this article shall not be deemed a waiver thereof.

Section 13-314.2 Log book.

[L.L. No. 1-2005, 12-20-2004, § 1]

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

Section 13-315 Penalties for offenses.

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

- (a) *Penalties established.*
 - (1) Any person who violates any provision of this article shall be punished as follows:

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

Section 13-316 Severability.

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

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

O-20-01						
			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	☒	☐	☐	☐

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM CHIEF PAPE**, a communication regarding a proposed Inter-municipal Agreement with Dutchess County for the 911 backup room.

Official Minutes of the Common Council Meeting of February 3, 2020

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this day of 2020, 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 wire line 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,

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

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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

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.

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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

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.

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

- 2. FROM DIRECTOR OF COMMUNITY ENGAGEMENT PENNEY, a presentation regarding the 2020 Census.**

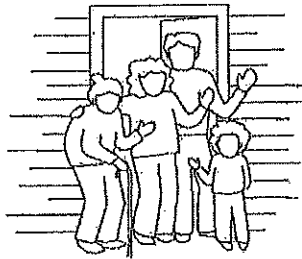
1/29/2020

CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!
Here's a quick refresher of what it is and why it's essential that everyone is counted.

Everyone counts.

The census counts every person living in the U.S. once, only once, and in the right place.



It's about fair representation.

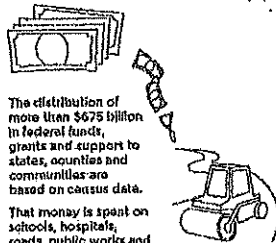
Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.



CENSUS 101: WHAT YOU NEED TO KNOW

It's about \$675 billion.

The distribution of more than \$675 billion in federal funds, grants and support to states, counties and communities are based on census data. That money is spent on schools, hospitals, roads, public works and other vital programs.



It's in the constitution.

The U.S. Constitution mandates that everyone in the country be counted every 10 years. The first census was in 1790.

It's about redistricting.

After each decade's census, state officials redraw the boundaries of the congressional and state legislative districts in their states to account for population shifts.

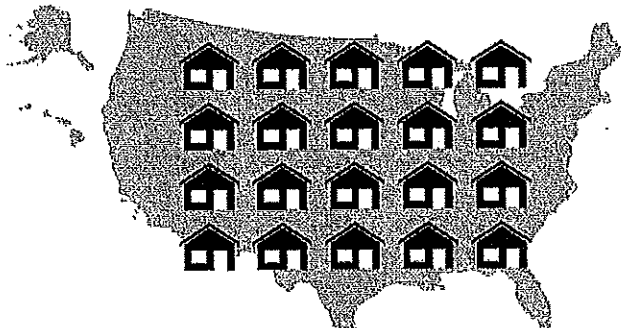


1/29/2020

Every household will have the option of responding online, by mail, or by phone.

Nearly every household will receive an invitation to participate in the 2020 Census from either a postal worker or a census worker.

 **95%** of households will receive their census invitation in the mail.



A map of the United States, including Alaska and Hawaii, is shown. The map is filled with a grid of small house icons, representing households across the country. The icons are arranged in a way that covers the entire landmass of the United States.

How the 2020 Census will invite everyone to respond



 **Almost 5%** of households will receive their census invitation when a census taker drops it off. In these areas, the majority of households may not receive mail at their home's physical location (like households that use PO boxes or areas recently affected by natural disasters).

 **Less than 1%** of households will be counted in person by a census taker, instead of being invited to respond on their own. We do this in very remote areas like parts of northern Maine, remote Alaska, and in select American Indian areas that ask to be counted in person.

Note: We have special procedures to count people who don't live in households, such as students living in university housing or people experiencing homelessness.

**United States[®]
Census
2020**

1/29/2020

WHAT WE WILL SEND IN THE MAIL	
On or between	You'll receive:
March 17-20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16-24	A reminder letter.
If you haven't responded yet:	
March 26-April 3	A reminder postcard.
April 4-16	A reminder letter and paper questionnaire.
April 20-27	A final reminder postcard before we follow up in person.

We understand you might miss our initial letter in the mail.

- Every household that hasn't already responded will receive reminders and will eventually receive a paper questionnaire.
- It doesn't matter which initial invitation you get or how you get it—we will follow up in person with all households that don't respond.

United States Census 2020

The 2020 Census and Confidentiality

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics—they cannot be used against you in any way. By law, all responses to U.S. Census Bureau household and business surveys are kept completely confidential.

Respond to the 2020 Census to shape the future.
Responding to the census helps communities get the funding they need and helps businesses make data-driven decisions that grow the economy. Census data impact our daily lives, informing important decisions about funding for services and infrastructure in your community, including health care, senior centers, jobs, political representation, roads, schools, and businesses. More than \$675 billion in federal funding flows back to states and local communities each year based on census data.



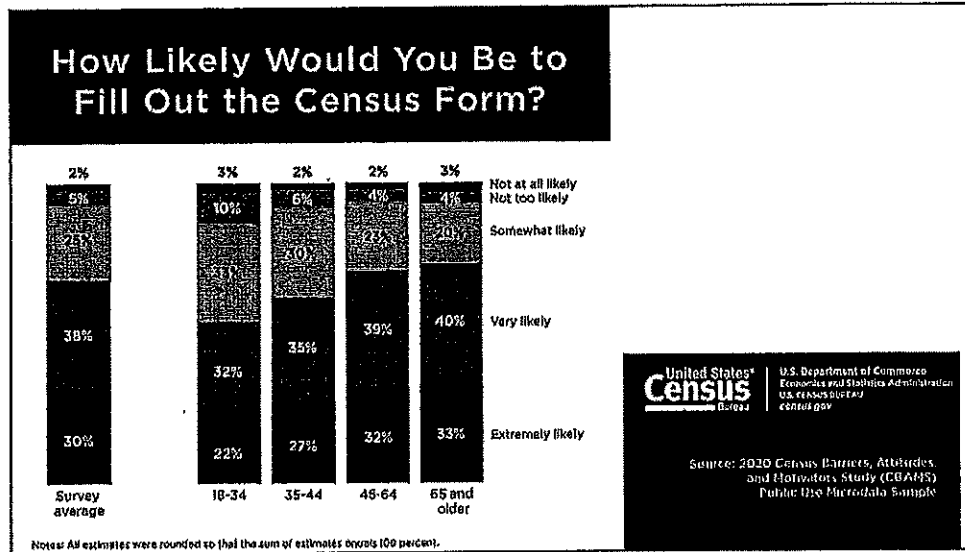




Your census responses are safe and secure.
The Census Bureau is required by law to protect any personal information we collect and keep it strictly confidential. The Census Bureau can only use your answers to produce statistics. In fact, every Census Bureau employee takes an oath to protect your personal information for life. Your answers cannot be used for law enforcement purposes or to determine your personal eligibility for government benefits.

By law, your responses cannot be used against you.
By law, your census responses cannot be used against you by any government agency or court in any way—not by the Federal Bureau of Investigation (FBI), not by the Central Intelligence Agency (CIA), not by the Department of Homeland Security (DHS), and not by U.S. Immigration and Customs Enforcement (ICE). The law requires the Census Bureau to keep your information confidential and use your responses only to produce statistics.

1/29/2020



Dutchess County 2020 Census Complete Count Committee

John Penney, Chairperson of the Dutchess County Complete Count Committee
 Jonathan Bix, Executive Director of Nobody Leaves Mid-Hudson
 Karen Dipnarine-Saroop, Executive Director of Dutchess County Interfaith Council
 Brian Doyle, Chief Executive Officer of Family Services, Inc.
 Jennifer Drake, Senior Program Officer of The Dyson Foundation
 Danny Hairston, Coordinator of The Family Services SNUG program
 Mario Johnson, Project Coordinator of Empire State After-School Extended Learning Time Program,
 Poughkeepsie City School District
 Tom Lawrence, Director of Poughkeepsie Public Library District
 Maffy Malaver, Director of ABC Latino
 Gabriela Owen, Latino organizer
 Eva Woods Pelró, Professor of Hispanic studies at Vassar College
 Brian Riddell, Executive Director of Dutchess Outreach
 Seema Rizvi, Representative of the Dutchess County Human Rights Commission
 Christine Sergent, Executive Director of North East Community Center
 L'Quette Taylor, Founder and Chief Executive Officer of Community Matters 2

For more information

Website:

www.dutchessny.gov/Departments/Planning/Census-Complete-Count-Committee.htm

Email: completecount@dutchessny.gov

United States
**Census
2020**

3. **FROM COUNCILMEMBER MENIST**, a communication regarding the Benny's 10th Inning License Agreement.
4. **FROM STEVEN PRICE**, a notice of property damage sustained on December 31, 2019. **Referred to Corporation Counsel**
5. **FROM WILBER & ASSOCIATES O/B/B USAA A/S/O SHANICE BROWN**, a notice of claim sustained on October 1, 2019. **Referred to Corporation Counsel**

X. NEW BUSINESS:

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Brannen and seconded by Councilmember Lorraine Johnson to adjourn the meeting at 8:34 p.m.

Dated: February 12, 2020

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, February 3, 2020

Respectfully submitted,

Deanne L. Flynn
City Chamberlain