



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, May 18, 2020 6:30 p.m.

City Hall

The Council Meeting was conducted using videoconferencing, as permitted by the NYS Open Meetings Law.

Welcome to the regularly scheduled meeting of the City of Poughkeepsie Common Council the date is Monday, May 18, 2020, and the time is 6:30 pm

Effective immediately and based upon notices and health advisories issued by Federal, State, and Local officials related to the Coronavirus, the City of Poughkeepsie Common Council will not hold in-person meetings. Until further notice, all future City Council meetings (including public hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law.

Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the City Council members will be situated. The public, however, will be able to fully observe the video conference meeting by using the registration link that was posted with our meeting notice and the meeting will be available for viewing at a later date and available on our website.

I'd like to acknowledge that we are gathered, wherever we are, on the traditional territory of the Lenape people and this territory was a critical resting place along a popular trade route for people of the Lenape Nation and other cultures as is evidenced in the earliest derivation of the name 'Poughkeepsie' with an indigenous string of words, U-puku-ipi-sing, that, when translated, means 'reed-covered lodge by the little water place' or resting place.

Let's all recite the pledge of allegiance.

I. PLEDGE OF ALLEGIANCE:

ROLL CALL-8 Present ` Absent (Councilmember R. Johnson)

II. REVIEW OF MINUTES:

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

CCM Minutes 5-4-2020						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

NONE

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

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

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

Robust democracy requires true civic engagement, yet that engagement has been willfully thwarted and undermined by Council Chair Salem for the last three Common Council meetings. Salem has not acted alone—every councilmember who has sat silent, without a word of comment or protest, during these past three meetings has been complicit in the breach of both City Charter and the Council's own rules.

For the last three meetings Chair Salem has pretended these breaches were protected under one or more of the Governor's Executive Orders, even while knowing that the NYS Office on Open Government, as well as the NYS Department of State have made it clear that the public must have access to public meetings without having to register in advance, and without being deprived of simulcast. The City Administration, as well as the County, have proven that simulcast via Facebook and YouTube are easily achievable. Even prior, the Common Council itself established that its screens and presentations could be shared and simulcast via the Council Chamber's technology (where Chair Salem has located themselves for all of these meetings). Additionally, the Office on Open Government and the Department of State have made it clear that where localities have previously provided for contemporaneous on-the-record live public comments, localities were obligated to continue to provide for these unless voting to suspend the rules.

Suddenly, at the May 4 Council meeting, Chair Salem attempted to cover these breaches via sham and charade by issuing a series of fabrications, such as "calling a point of order on [themselves]", falsely claiming they'd "blown past" public participation, and that the requirement for submitting public comments in advance acted as a substitute for public comment sign-up sheets. In shades of Watergate, it's claimed that the beginning portion of the May 4 meeting was not recorded due to technical difficulties. Shedding further light on the fraudulent claim by Chair Salem about public participation, neither the Council posting on the City website, nor the Common Council FB page encouraged and/or made mention of the public's right to make contemporaneous audio comments during the Council's public hearing and meeting itself.

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

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

It is worth repeating that intimidation and subversion of civic engagement were made the Council norm on the eve of Sarah Salem, Sarah Brannen and others being sworn into office, when they rewrote the rules of public participation from one short paragraph to nearly two pages; later going so far as to have a citizen arrested for breaking rules that not only didn't exist, but which would violate the NYS Constitution if they had existed.

Current civic engagement—that is, public participation—has been defeated by this Council under cover of laws that they have not identified and documents that they have not produced. What they have produced is a smoke and mirrors magic show, with declarations such as:

- “We are continuing to adapt as best we can as this unprecedented situation unfolds and we will continue to work in service to our resilient community”; and
- “The public, however, will be able to fully observe the videoconference meeting with the information posted below”—i.e., pre-registration, approval, and internet access in a digitally challenged community.

Concluding my comments in the vanishingly short amount of time allotted to the public, take note that the Council has conducted two Finance committee meetings—one entirely unannounced; the other never announced on the Common Council Facebook page administered by Sarah Salem, and posted under the wire on the City's website. Only one of these meetings was recorded and posted to the City's website in violation of Open Meetings Law. This comes as no surprise to those of us familiar with unqualified, yet newly-named, Finance Chair Chris Petsas, whose documented history of hostility to Freedom of Information includes instructing fellow Councilmembers to (and I quote) “use City email for official business ONLY – use your gmail or other accounts for all other stuff – stuff that you may not want to be open to the public for their review.”

I close with this question:

When was the last time a single Councilmember was penalized for an absence? For lateness? When was the last time one of them held a Ward meeting? Or sent out a newsletter accessible to every city resident, and not just their privileged list? Sadly, the tradition of closed caucus meetings and back-door agreements continues unabated—aided, rather than diminished, by pandemic.

V. MAYOR'S COMMENTS:

Mayor Rolison t's good to see everybody tonight. Hope everyone is doing well and your families.

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

I want to talk about a few things tonight. And the first will be on reopening as all of us are looking forward to the reopening of the city. We're still waiting for the regional permission to start with Phase 1 reopening. Our hope is that we may be getting that okay at some point, maybe this week or next.

And that's about as much as I know. On that call today with the mayors and supervisors, the County Executives of the counties in the region are working towards that goal.

The Governor did announce some of these announcements over the weekend that certain low risk businesses were going to open up, and some additional recreational activities were going to be allowed, and additional landscaping. Now it can be done not just from a maintenance perspective, but all types of landscaping. My understanding is it can be done on properties.

As you know, we did open the tennis courts up over the weekend, and we posted signs and did drive around this weekend and the courts were being used, and that was a good sign.

Also additionally, drive-in movie theaters have now been allowed to open. And now there's been a flurry of activity as relates to drive-in movie theaters with high school graduations and other ceremonies.

There was discussion today on the call that faith based organizations will be allowed to have in car services in their own parking lots. Practicing all of the social distancing guidelines that the drive-in movie theaters are going to be required to do.

And also, I just wanted just to add, and I know I'm speaking for all of you that we're ready to move to phase one. I know there are some benchmarks that that need to be made.

The capital region over the weekend was granted some additional leeway and some of their benchmarks to start their Phase 1 reopening plan.

We're going to additional information coming out from the county tomorrow on some additional relaxing of some of the guidelines that we've been operating under.

But until such time as that comes out, I don't want to get too far ahead of myself.

The other phases, 2, 3 and 4 certainly are going to be more challenging. I mean, we're ready for Phase 1 and the community's ready for phase one. But two, three and four are going to take a little more planning and a little more discipline. And the economic development folks and planning folks are discussing ways that they can help in meeting some of those re-open challenges.

And we'll be ready to assist along with our county partners, which are getting their guidelines from the state. As I spoke about last meeting, about the citywide traffic crackdown, our traffic officers have been out and enforcing many of the laws.

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

Speeding and driving laws that were not being done by law enforcement throughout the region in the beginning stages of COVID related challenges for operational purposes, both in regular city staff, especially with the police department. We've written to date, close to 100 traffic infraction violations. Some cars have been towed as a result of that and scofflaw violations that the officers have come up upon. And I'm hoping that as the numbers tend to increase, the violations will slow down.

I want to talk to you about our tennis courts being reopened. We still don't have guidance. And social distancing does not allow a dog park and or skate-park, or other types of recreational activities within the parks at this particular point in time. But we remain always ready to do what we can when those guidelines are issued and there can be some relaxation of that. I can tell you that the park system has been working well, our waterfront parks have been very busy and so have some of the other ones, people just hanging out and enjoying the decent weather.

Our volunteer park groups have been going out and we have had very little challenges that needed any sort of interaction, whether it's with the volunteers. We're not asking to get involved, but we know a lot of these folks or the police department. And that's really been a good thing.

And again, I want to thank everybody in the City of Poughkeepsie that is not only doing the right thing, but also to the parks team that is out there just keeping an eye on things on parks.

Several months ago, we had a meeting here in City Hall, pre-COVID about the new East Grand Gateway Visitor Center that is being starting to be constructed, not the center, but the gateway entrances at Washington and Parker for the east approach of the walkway.

And in that conversation, I became aware of the kiosk, which is located just literally at the end of the rail trail by the steps that go down to Washington Street before you actually physically get on the bridge, superstructure was going to go. And I had asked the Walkway if there were any plans to do anything else with it. And they said no. And then I asked, well, you know, would it be something that we could explore taking possession of? And they said, yes, and they've given us this kiosk. So what we're doing and it's going to happen probably Wednesday, we will be putting that kiosk in Mansion Square Park. The site is being prepared now and it's going to be able to be used for concerts and other types of activities.

It's got a really a in unless you actually looked at it when it was vacant without all the T-shirts in there, it's really hard to see how big it is that you would be able to put the musicians inside of that that building. And on the front of it are two very large thick barn doors, probably about three and a half inches wide. And on the back it is open, but there'll be fencing on the back and that will be placed in Mansion Square Park for all the things that are going on there. And what we would like to see is even an increased use of that particular building for additional activities to re-energize and reactivate the park.

On testing, I'll give you some information on testing. So we continue to man our testing hotline on Monday and Wednesdays for appointments at Hudson Regional on Tuesdays

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

and Thursdays. We have gotten about 30 calls, not all testing related. Some were just informational calls and many calls are from outside of the city. We've arranged for several transports of city residents up to MHR to be tested. We've also been able to arrange other ways of transportation and working with the county and seeder bus for people outside the city of Poughkeepsie. And we're talking with the county now to maybe expand our abilities to help people outside the city of Poughkeepsie. The new testing site at Rite Aid is online and I know people are taking advantage of that at Main and Innis.

I was told today on the Mayors and Supervisors call that CVS is now entering into an agreement to do onsite testing at their pharmacies. This is another national pharmaceutical chain that is going to be involved with testing. While there aren't any in the City of Poughkeepsie, there is one on Route 9 at Oakwood Commons, just below spangle area. And there's one in Arlington out on Route 44.

Memorial Day is coming up. And I know that is a special holiday for so many people here in the City of Poughkeepsie, and throughout the country. While we can't have our normal Memorial Day service, the County is, through the veterans division. Marc Coviello, will be coordinating it. They'll be doing a sort of a veteran's parade throughout the county on Monday. And I'm going to forward to you tomorrow. All of the details on that. It looks like it's starting at 11 o'clock at the Dutchess County War Memorial at Main and Raymond. And then it is driving down Main Street from there through the City of Poughkeepsie, where we will pick it up for an escort down Main Street to Route 9. And I believe they're going to head south. And what they're asking is for every community that they travel through for firetrucks and or police cars, and people who want to come out when they make those runs through those different communities to be to be aware of it. And if possible, to be present also.

I sent a release out today on the \$490,000 that we received from HUD in supplemental community development block grant money. Now we got this money, about two weeks ago and we were waiting for guidelines from HUD and we received them and recently Pattern for Progress. Last week I had a discussion with CDBG communities and here in Dutchess Count. Dutchess County Government and it's the City of Poughkeepsie on what you can do with those funds. So we've linked the guidelines to the release, which you should have all received. And if you didn't, I'll make sure you do. You can take a look at that.

It's fairly extended, extensive, somewhat open ended, but somewhat specific in the different categories. We have asked the community, including obviously the city government, and the Common Council, to look at those guidelines. And if you have ideas on how those moneys can be expended, please contact Jackie Greenwald, the CDBG Coordinator, and you can suggest to her and have discussions with her on how we can best spend that money. And it's not that we have to spend it all at once. We'll have it and we can prepare. You know, as we go through the summer of four other expenditures. But there are some things that I know that we can do to get that those funds in the hands of people that can help others in in our community.

One more thing is that on Wednesday morning at 8 o'clock, I'm going to be on the Virtual Chamber Breakfast series. I was scheduled to talk to the chamber the week after we canceled the state of the city on March 11th. And so they're going to be doing that. And you can sign

up for that for the chamber website. We'll also be streaming live on the city's Facebook page and I believe the Chambers page.

Again, good to see you. And that's my report. Thank you.

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

Chair Salem: 124 confirmed deaths in Dutchess County as of today and over 255 confirmed cases here in the City of Poughkeepsie. 21,886 tests administered so far in DC. I'm happy to see that more testing is available and is now occurring in our nursing homes, which have been identified as high-risk environments for the spread of the disease. As occurs when you test, numbers will be reflected higher, as was the case with confirmed nursing home cases. It's a shame we couldn't get in there sooner.

Another gorgeous weekend past and the days ahead will likely follow suit, which can make it hard to remember that we are still in the midst of a pandemic and that we must continue to follow restraint, abide by Social Distancing guidelines, and wear a mask when you are in public places where keeping 6 feet apart is not plausible.

Social distancing measures can and will be enforced and they are the only defense we have right now to flatten this curve and to continue to keep our health systems functioning and our ability to abide by them is the only way we are going to get our community back up and functioning and keep it there. It is our personal and civic responsibility to follow these guides.

It's encouraging to hear we have been awarded an additional \$490,000 in CDBG funds through the Federal Government's CARES Act to put toward our COVID recovery efforts. These funds are intended to be put to use to alleviate financial duress of our low- to moderate-income residents, to provide assistance to small businesses, to make necessary infrastructure improvements that might help us in our community disease management, and to provide for the provision of new or quantifiably increased public services. I'd like us all to work together to ensure that this money does just that.

The financial strain and stress on individuals and businesses. Jobless numbers, unemployment claims, healthcare needs all climb, the cost of groceries increased by 4.3% in April alone, the largest monthly increase in more than 46 years. No income coming in, costs continuing to compile. This is across the board. Whether you're an individual, of a Family, a small business, you're feeling this. This is a very difficult time and it will require a full and total community response.

John Hopkins University is offering a free 5-hour contact tracing course. The course is a requirement for any person interested in becoming a Contact Tracer, a job that is now in high demand across the country and here in NYS, as contact tracing capacity is one of seven metrics established based on guidance from the CDC, the World Health Organization, the U.S. Department of State, and other public health experts, that are being used to determine ability to move forward on re-opening.

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

I took the course this past weekend and I encourage my colleagues on the council and in the administration to do the same. I personally found it helpful specifically as it pertained to the basic overview of Coronavirus, in how to identify high-risk environments for spread, in identifying common barriers to contact tracing that communities might face, and for the communications/ethics components.

Contact Tracing is a Public Service, and, as was stated, is a necessary component to slowing and eventually stopping the spread of this virus. That being said, I would like to propose that we use a portion of the Funds granted to us from the Federal Government by way of the CARES ACT to initiate a robust contact tracing program here in the City of Poughkeepsie.

Community Events/Programs;

The Census is on-going and is easy to complete online, you can do that at <https://2020census.gov/>. I couldn't think of a better example that presents why it's important that we are counted and our community is reflected accurately than the funding granted to us by the Federal Government through the CARES Acts. Those funds come down to us based on previous Census data, thus rendering data updates important and your participation Necessary. <https://2020census.gov/>

May 26, the Board of Assessment Review for the City of Poughkeepsie, will hear feedback from residents in relation to new assessments issued between the hours of 3:45 pm and 6:00 pm by appointment via a Virtual Meeting Platform. Those who wish to grieve their 2020 Tentative Assessments are strongly encouraged to submit their grievance application (RP-524) and supporting documentation to City Assessor, 62 Civic Center Plaza, Poughkeepsie, NY 12601 one week prior to Grievance Day, May 26, 2020. A publication containing procedures for contesting an assessment is available at the Assessor's Office, 845-451-4039 or jtaylor@cityofpoughkeepsie.com.

This Saturday, May 23rd, 2020 from 10 AM to 2 PM Pandemic CANdemic Relief MOBILization DRIVE-THRU Food Drive and Car Cruise to benefit Dutchess Outreach (dutchessoutreach.org)

Hosted by Foreign Car Specialists (foreigncarspecialistsny.com) and Poughkeepsie Galleria (poughkeepsiegalleriamall.com) held in the north end of Poughkeepsie Galleria Mall parking lot (near Macy's and JC Penney)- More info on Facebook and posted on our website, www.dutchessoutreach.org.

VII. REPORTS OF COMMITTEES AND BOARDS:

Finance Committee Member, Councilmember Evan Menist

VIII. MOTIONS AND RESOLUTIONS:

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



Memorandum

To: Common Council Members

From: Marc Nelson, City Administrator

CC: Hon. Rob Rolison, Mayor; Paul Ackermann, Corporation Counsel, Regina Pittman, Human Resources Director.

Date: May 6th, 2020

RE: Communication Regarding a Successor Collective Bargaining Agreement with the United Federation of Police Officers ("UFPO").

The Collective Bargaining Agreement ("CBA") between the City of Poughkeepsie, the Town of Poughkeepsie, and the United Federation of Police Officers, the union of employees who staff the Joint Water Project of the Town and City, expired at the end of 2018. Attached is a proposed successor agreement which, once adopted, will operate retroactively from Jan. 1st of 2019, and extend through December 31, 2022.

The agreement was negotiated by a team representing both the City and the Town. For the City the team included Human Resources Director, Regina Pittman, City Administrator Marc Nelson, and Corporation Counsel Paul Ackermann. Plant Manager Randy Alstadt served as an advisor to the Committee.

The agreement is straightforward, provides for certain increases to compensation, clarifies the treatment of time during snow emergencies, and provides a one-time stipend of \$1,000 for water plant employees. The CBA eliminates the MVP health-insurance option, reducing expenses as well as the administrative burden of providing both NYSHIP and MVP as options.

The Joint Water Board approved the CBA at its regular meeting of May 5th, 2020.

The Administration recommends approval by the Common Council at your earliest convenience.

Thank you.

RESOLUTION (R20-43)

INTRODUCED BY CHAIR SALEM

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

WHEREAS, the representatives of the City (on behalf of the Poughkeepsie Joint Water Plant) and the Federation of Police (successors to the CSEA) have negotiated on and settled upon certain financial terms and conditions that form a Collective Bargaining Agreement (“CBA”) between the City and the Town of Poughkeepsie as authorized by the Joint Water Plant Agreement, as amended, the proposed CBA being annexed hereto and made a part hereof; and

WHEREAS, the union membership has ratified the terms of the CBA; and

WHEREAS, the Joint Water Board has approved the terms of the CBA; and

WHEREAS, it is the desire of the Common Council to authorize and approve the financial terms of the settlement; and

WHEREAS, the 2020 City Budget does not require amendment, as the impact of the settlement will be absorbed in the existing budget; and

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

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council does hereby authorize and approve the financial aspects of the proposed CBA, in substantially the same form and substance as annexed hereto; and be it further

RESOLVED, that the Common Council does hereby authorize the Mayor to enter into the CBA with the Federation of Police, containing financial terms of substantially the same form and substance as in the proposed CBA annexed hereto, and be it further

RESOLVED, that this resolution take effect immediately.

SECONDED BY COUNCIL MEMBER BRANNEN

MEMORANDUM OF AGREEMENT
(WITH ANNOTATIONS ADDED)

**JOINT WATER BOARD
AND
THE UNITED FEDERATION OF POLICE
OFFICERS
JOINT WATER BOARD EMPLOYEES**

January 1, 2019 – December 31, 2022

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for Joint Water Board (hereinafter "JWB") and the United Federation of Police Officers (hereinafter "UFPO") for Joint Water Board employees, referred to collectively as the parties.

WHEREAS, the JWB and the UFPO are parties to a collective bargaining agreement which had an expiration date of December 31, 2018; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of **January 1, 2019 through December 31, 2022** and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

WHEREAS, upon execution of this Memorandum of Agreement by the negotiating committees of both the JWB and UFPO, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the UFPO, JWB, City of Poughkeepsie Common Council ("City") and Town Board of the Town of Poughkeepsie ("Town") as set forth herein.

2. All terms and conditions of the collective bargaining agreement, which has an expiration date of December 31, 2018, shall remain in full force and effect except as agreed to be modified per the attached.

3. The UFPO shall ratified, by a majority vote the members, the terms and conditions set forth in this agreement at a vote of the membership held on or before April 15, 2020.

4. After ratification by the JWB, City and Town, all new terms and conditions shall become effective as of January 1, 2019, unless a different date is provided in this Agreement.

5. The JWB shall prepare a draft collective bargaining agreement which shall be placed in final form acceptable to each party and shall be signed by the parties no later than 60 calendar days after the successful ratification vote of the JWB, City and Town. Upon signing of the collective bargaining agreement, this Memorandum of Agreement shall have no further force and effect.

6. The parties agree that upon approval of the JWB, City and Town by resolution after ratification by the UFPO, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the UFPO and approval by the City, Town and JWB by resolution,

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

the parties agree that a successor collective bargaining agreement to the one that has an expiration date of December 31, 2018 shall reflect the following terms as attached to this Memorandum of Agreement.

FOR THE JWB

FOR THE UFPO

William G. Carlos
Chairman

Date

Joseph Marcinelli

Date

PROPOSAL

1. The Contract will be effective for four (4) years (January 1, 2019 – December 31, 2022).
2. Article VII entitled "Compensation", Appendix "A-2" shall be amended to provide the following percent increases and all retroactive pay, if any, will be paid within thirty (30) days of the ratification of this agreement:

2019- 3.0%
2020-3.0%
2021-3.5%
2022-3.5%

3. Article IX entitled "Work Day-Work Week", Section 1, shall be amended to reflect the following: "Water Plant: Shifts shall be posted by the Water Plant Administrator or designee".

Water Plant Operators and Assistant Water Plant Operators shall rotate through eight (8) different shifts in order to insure adequate coverage, as follows:

Sunday – Wednesday then Sunday- Thursday 6:30 a.m. until 6:30 p.m.
Sunday- Wednesday then Sunday- Tuesday 6:30 p.m. until 6:30 a.m.

Wednesday- Saturday then Thursday- Saturday 6:30 a.m. until 6:30 p.m.
Wednesday- Saturday then Thursday- Saturday 6:30 p.m. until 6:30 a.m.

4. Effective 1/1/2021, Article XVIII, entitled "Hospitalization" will be amended to reflect that Employer will no longer offer MVP HMO 20+ ("MVP") as an insurance option and all employees will enroll in New York State Health Insurance Program ("NYSHIP"). In recognition of relinquishing the right to enroll in MVP, the all

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

R20-43						
☒ 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.

R20-44

**RESOLUTION CREATING A FINE AMNESTY PROGRAM IN THE CITY OF
POUGHKEEPSIE**

**INTRODUCED BY: COUNCIL MEMBERS BRANNEN, CHERRY, MENIST, PETSAS,
AND CHAIR SALEM**

WHEREAS, the City of Poughkeepsie is projecting a more than \$5 million deficit in 2020, requiring additional revenues and a reduction in expenses to achieve a balanced budget; and

WHEREAS, the COVID-19 pandemic has caused widespread unemployment, a large reduction in sales tax revenue, and a financial hardship on the city and its residents; and

WHEREAS, the City of Poughkeepsie is owed more than \$2 million in outstanding parking fines, plus \$2 million in accrued late fees; and

WHEREAS, the City of Poughkeepsie had successful fine amnesty programs in 2009 and 2014; and

WHEREAS, the Common Council desires to create a fine amnesty program in 2020 to reduce outstanding parking fines, mitigate the financial burden of fines owed by community members, and increase the city's revenue; and

NOW, THEREFORE

BE IT RESOLVED, that the Common Council hereby creates a fine amnesty program for a 90-day period during the months of July through October in 2020; and

BE IT RESOLVED, that all overdue penalties shall be waived on any outstanding fines paid during the fine amnesty period; and

BE IT RESOLVED, that the city shall advertise this program publicly and accept payments by mail and online.

SECONDED BY COUNCILMEMBER L. JOHNSON

R20-44						
☐ 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 OF THE COMMON COUNCIL OF THE CITY OF POUGHKEEPSIE, NEW YORK APPROVING AND AUTHORIZING THE SETTLEMENT OF A CONTRACT DISPUTE WITH THE CITY OF POUGHKEEPSIE INDUSTRIAL DEVELOPMENT AGENCY

(R20-45)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

WHEREAS, the City of Poughkeepsie (the “City”) engaged the City of Poughkeepsie Industrial Development Agency (the “Agency”) to undertake certain projects within the City to be developed by the Agency, and to pay for project obligations, such as the Municipal Environmental Restoration Projects (collectively, the “Work”); and

WHEREAS, by Resolutions R-03-169, R-04-90 and R-05-134, the City authorized the making of certain loans to the Agency of certain Urban Development Action Grants in the aggregate original principal amount of \$1,090,000 (the “Loan”); and

WHEREAS, the Loan was evidenced by a certain Note, dated January 4, 2006, of the Agency to the order of the City, in the original principal amount of \$1,090,000.00 (the “Note”) and was advanced to the Agency pursuant to a certain Loan Agreement, entered into as of January 4, 2006, by and between the Agency and the City (the “Loan Agreement”); and

WHEREAS, there was outstanding on the Loan the principal amount of \$443,000 (the “Original Outstanding Balance”), payment of which the City demanded from the Agency; and

WHEREAS, the Agency and the City disputed whether, or to what extent, the Agency remained liable to the City for the payment of the Original Outstanding Balance; and

WHEREAS, the Agency and the City have each been advised by legal counsel as to its

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

potential legal obligations, liabilities and defenses in connection with such dispute; and

WHEREAS, the Agency and the City have each determined that it is in the best interests of both entities and the residents and taxpayers of the City to resolve the dispute regarding the payment of the Original Outstanding Balance without the cost and expense of potentially protracted litigation; and

WHEREAS, pursuant to the authorization of the Agency, the Agency has previously made a payment to the City in the amount of \$150,000 toward the reduction of the Original Outstanding Balance; and

WHEREAS, the City and Agency have determined that it was in the best interests of both the Agency and the City and the residents and taxpayers of the City, for the purposes of effectuating a settlement of this dispute, to reduce the amount claimed by the City to be owed by the Agency by an amount equal to \$100,000 (the "Settlement Reduction") and to make provision for the payment of the then remaining balance of \$193,000 (the "Original Remaining Outstanding Balance"); and

WHEREAS, the Agency and City have agreed to the settlement of the dispute as follows (the "Dispute Settlement"):

The Agency shall remit to the City, until the Original Remaining Outstanding Balance is paid in full, an amount equal to twenty percent (20%) of administrative fees (excluding annual administrative fees) actually collected by the Agency in connection with any bond financing or straight-lease transaction or otherwise in connection with the provision of financial assistance to or in connection with any project. The Agency may, at its sole option and upon the approval by vote of a majority of the members of the Agency, also prepay, in whole or in part, the Original Remaining Outstanding Balance from funds then available to the Agency; and

WHEREAS, pursuant to a resolution of the Agency duly adopted at its regularly scheduled meeting of February 13, 2019, the Agency executed and delivered that certain letter agreement, dated April 4, 2019, by and between the Agency and the City, setting forth the Dispute Settlement, a copy of which is attached hereto (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, the Agency paid to the City the sum of \$7,830.60 (the "CNN Spruce Payment"), such amount being equal to twenty percent (20%) of the amount of the administrative fee collected by the Agency upon the closing of the straight lease transaction with CNN Spruce LLC; and

WHEREAS, after giving effect to the CNN Spruce Payment, the remaining outstanding balance due and owing to the City pursuant to the Settlement Agreement is \$185,169.40 (the "Existing Outstanding Balance"); and

WHEREAS, the City has determined that it will be in the best interests of both the Agency and the City and of the residents and taxpayers of the City, for the purposes of effectuating a settlement of this dispute, to approve the terms and conditions of the Dispute Settlement, enter into and ratify the Settlement Agreement and accept receipt of all payments heretofore made by the

Agency in connection with the payment and reduction of the Original Outstanding Balance.

NOW, THEREFORE,

BE IT RESOLVED by the Common Council determines as follows:

Section 1. The City hereby acknowledges and agrees that, after giving effect to (i) the payment by the Agency of \$150,000 as hereinbefore set forth, (ii) the Settlement Reduction, and (iii) the CNN Spruce Payment, the Existing Outstanding Balance as of the date hereof is \$185,169.40.

Section 2. In settlement of the dispute with the Agency, the City hereby approves and consents to the terms and conditions of the Dispute Settlement and the Settlement Agreement.

Section 3. The Mayor, the City Administrator and the Corporation Counsel are each hereby authorized to take such actions and to execute and deliver, or cause to be executed and delivered, any and all agreements, documents, consents, stipulations and waivers in connection with the Dispute Settlement, including, but not limited to, the Settlement Agreement, all on such terms and conditions as the Mayor, the City Administrator and/or the Corporation Counsel deem necessary or appropriate, provided the same are consistent with and in furtherance of the Dispute Settlement as hereinbefore set forth in these resolutions.

Section 4. The performance by or on behalf of the City of the actions, matters, transactions, covenants, agreements, obligations and undertakings on the part of the City to be performed under and pursuant to the Dispute Settlement, including, without limitation, the execution and delivery of the Settlement Agreement by the City Administrator, is hereby authorized and approved

Section 5. Any acts of the Mayor, the City Administrator, the Commissioner of Finance, the Corporation Counsel and/or any person or persons designated and authorized to act by any of them, on the City's behalf which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of those resolutions, including, but not limited to, the execution and delivery of the Settlement Agreement by the City Administrator, are hereby severally ratified, confirmed, approved and adopted as acts in the name of and on behalf of the City.

Section 6. This resolution shall take effect immediately.

SECONDED BY COUNCILMEMBER FLOWERS

Chair Salem made a motion to table Resolution R20-45, Councilmember Brannen seconded the motion.

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

R20-45						
☐ Accepted ☐ Defeated ☒ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☐	☒	☐	☐
	Councilmember McNamara	Voter	☐	☒	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☒	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

R-E-S-O-L-U-T-I-O-N
(R20- 46)

**AMENDING THE 2020 ADOPTED BUDGET DUE TO PROJECTED SHORTFALLS
RESULTING FROM THE COVID-19 PANDEMIC CRISIS (PHASE 1)**

INTRODUCED BY COUNCILMEMBER PETSAS

WHEREAS, the Commissioner of Finance, at the request of the Mayor, has performed a review of the adopted 2020 budget in light of the COVID-19 pandemic crisis; and

WHEREAS, the Commissioner of Finance has reported that the anticipated impact to the adopted 2020 budget is approximately \$5.5 million; and

WHEREAS, budget amendments are necessary in order to bring down budgeted revenues so as to accurately reflect revenues reasonably expected to be received by the City during the current crisis, and in order to cut equivalent expenses in order to maintain a balanced budget.

WHEREAS, the first phase of cuts has been identified by the Finance Commissioner and the City Administrator, in consultation with all Department Heads, and total \$1,411,567 as set forth in detail on Schedules “A”, “B” and “C” attached hereto; 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; and

Now, Therefore,

BE IT FURTHER RESOLVED, that the Budget for the City of Poughkeepsie is hereby amended as set forth in Schedule A (Revenue Reductions); Schedule B (Non-Personnel Expenditures) and Schedule C (Personnel Expenditures).

SECONDED BY COUNCILMEMBER BRANNEN

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

Schedule A - Personnel Reductions (2020 Financial Recovery Phase I)

GL Account	Department	Description	Decrease
01-02-1210-7102	Mayor/City Administrator	Salaries - Management	\$ 29,031
01-02-1210-7803		Social Security Tax	\$ 1,800
01-02-1210-7803M		Medicare Tax	\$ 421
		Mayor/City Administrator Total Reduction	\$ 31,252
01-04-1310-7102	Finance	Salaries Management	\$ 38,868
01-04-1310-7803		Medicare Tax	\$ 564
01-04-1310-7803M		Social Security Tax	\$ 2,410
01-04-1680-7108		Permanent Part Time	\$ 6,033
01-04-1680-7803		Social Security Tax	\$ 374
01-04-1680-7803M		Medicare Tax	\$ 87
		Finance Total Reductions	\$ 48,336
01-08-1440-7108	DPW	Permanent Part Time	\$ 4,940
01-08-1440-7803		Social Security Tax	\$ 306
01-08-1440-7803M		Medicare Tax	\$ 72
01-08-1490-7103		Salaries - CSEA	\$ 40,502
01-08-1490-7803		Social Security Tax	\$ 2,511
01-08-1490-7803M		Medicare Tax	\$ 587
01-08-1620-7103		Salaries - CSEA	\$ 58,821
01-08-1620-7803		Social Security Tax	\$ 3,647
01-08-1620-7803M		Medicare Tax	\$ 853
01-08-1640-7103		Salaries - CSEA	\$ 58,820
01-08-1640-7803		Social Security Tax	\$ 3,647
01-08-1640-7803M		Medicare Tax	\$ 853
01-08-5110-7103		Salaries - CSEA	\$ 160,927
01-08-5110-7106		Salaries - Temporary	\$ 7,500
01-08-5110-7113		Overtime - CSEA	\$ 13,000
01-08-5110-7803		Social Security Tax	\$ 10,442
01-08-5110-7803M		Medicare Tax	\$ 2,442
01-08-5650-7103		Salaries - CSEA	\$ 129,389
01-08-5650-7113		Overtime - CSEA	\$ 25,000
01-08-5650-7803		Social Security Tax	\$ 9,572
01-08-5650-7803M		Medicare Tax	\$ 2,239
01-08-7110-7106		Salaries - Temporary	\$ 75,061
01-08-7110-7113		Overtime - CSEA	\$ 10,765
01-08-7110-7803		Social Security Tax	\$ 5,321
01-08-7110-7803M		Medicare Tax	\$ 1,244
01-08-8160-7103		Salaries - CSEA	\$ 61,622
01-08-8160-7803		Social Security Tax	\$ 3,821
01-08-8160-7803M		Medicare Tax	\$ 894
01-08-8560-7113		Overtime - CSEA	\$ 15,000
01-08-8560-7803		Social Security Tax	\$ 930
01-08-8560-7803M		Medicare Tax	\$ 218

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

Schedule A - Personnel Reductions (2020 Financial Recovery Phase I)

GL Account	Department	Description	Decrease
		DPW Total Reductions	\$ 710,946
01-09-3410-7102	Police	Salaries - Civilian	\$ 177,157
01-09-3410-7803		Social Security Tax	\$ 1,649
01-09-3410-7803M		Medical Tax	\$ 815
		Police Total Reductions	\$ 179,621
01-10-3410-7102	Fire	Salaries - Management	\$ 74,562
01-10-3410-7803		Social Security Tax	\$ 4,623
01-10-3410-7803M		Medical Tax	\$ 1,081
		Fire Total Reductions	\$ 80,266
		Grand Total Personnel Reductions	\$ 932,759

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

Schedule B Non-Personnel (Equipment/Capital Contractual) 2020 Financial Recovery - Phase I			
GL Account	Department	Description	Decrease
01-02-1210-7410	Mayor/ City Administrator	Employees-Travel	\$ 2,000
01-03-1989-7469		Contract Ser - Other	\$ 8,000
01-03-6989-7469		Contract Ser - Other	\$ 17,000
		Mayor / City Administrator Total Reduct	\$ 27,000
01-04-1320-7411	Finance	Office - Training Development	\$ 400
01-04-1330-7469		Contract Ser - Other	\$ 5,000
01-04-1345-7410		Employees - Travel	\$ 1,590
01-04-1345-7411		Employee Training Development	\$ 125
		Finance Total Reductions	\$ 7,115
01-05-1355-7401	Assessor/Clerk	Office - General	\$ 300
01-05-1355-7407		Office - Fees/ Permits	\$ 200
01-05-1355-7410		Employees - Travel	\$ 200
01-05-1355-7411		Office - Training Development	\$ 250
01-05-1355-7469		Contract Ser - Other	\$ 3,000
01-06-1410-7469		Contract Services Other	\$ 400
01-06-4020-7405		Office - Printing	\$ 200
		Assessor/Clerk Total Reductions	\$ 4,550
01-07-1420-7401	Law	Office - General	\$ 500
01-07-1420-7407		Office - Fees/Permits	\$ 1,500
01-07-1420-7410		Employees - Travel	\$ 500
01-07-1420-7460		Contracted Services- Legal	\$ 25,500
		Law Total Reductions	\$ 28,000
01-08-1440-7469	DPW	Contract Ser - Other	\$ 10,000
01-08-1620-7420		Mat & Supplies - Buildings	\$ 15,600
01-08-1620-7440		Repair/Maint - Buildings	\$ 16,500
01-08-1620-7445		Repair-Maint - Lighting	\$ 3,000
01-08-1640-7443		Repair/Maint - Equipment	\$ 6,000
01-08-1640-7469		Contract Ser - Other	\$ 10,000
01-08-5110-7209		Maintenance Equipment	\$ 30,500
01-08-5110-7252		Streets	\$ 20,000
01-08-5110-7433		Rent/Lease-Construction Equipment	\$ 10,000
01-08-5112-7252		Streets	\$ 10,000
01-08-5142-7429		Mat & Supplies - Snow Remov	\$ 5,000

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

Schedule B Non-Personnel (Equipment/Capital Contractual) 2020 Financial Recovery - Phase I			
GL Account	Department	Description	Decrease
01-08-5142-7469		Contract Ser - Other	\$ 20,000
01-08-5182-7445		Repair/Maint - Lighting	\$ 10,000
01-08-5630-7469		Contract Ser - Other	\$ 10,000
01-08-5650-7465		Contract Ser - TPA's	\$ 70,000
01-08-5650-7469		Contract Ser - Other	\$ 6,700
01-08-7110-7209		Maintenance Equipment	\$ 5,000
01-08-7110-7425		Mat & Supplies - Recreation	\$ 16,000
01-08-7110-7469		Contract Ser - Other	\$ 10,000
01-08-7550-7469		Contract Ser - Other	\$ 11,000
01-08-8560-7469		Contract Ser - Other	\$ 20,000
		DPW Total Reductions	\$ 315,300
01-11-3620-7407	Development Services	Office- Fees/Permits	\$ 570
01-11-3620-7411		Employees-Training/Develop.	\$ 3,160
01-11-8020-7410		Employees - Travel	\$ 1,750
01-11-8020-7411		Employees-Training/Develop.	\$ 1,500
01-11-8020-7469		Contract Ser-Other	\$ 85,000
		Development Services Total Reductions	\$ 91,980
01-14-1430-7201	Human Resources	Office Equipment	\$ 2,000
01-14-1430-7401		Office- General	\$ 200
01-14-1430-7413		Employees- Recruitment	\$ 2,000
01-14-1430-7462		Contract Ser-Medical	\$ 560
		Human Resources Total Reductions	\$ 4,860
		Grand Total Non-Personnel	\$ 478,808
		Pers	\$ 932,759
		Total Pers and Non-Pers Expense Reduct	\$ 1,411,567

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

Schedule C - Revenue Reductions (2020 Fiscal Recovery Phase I)

GL Account	Department	Description	Decrease
02-00-2140	Water Fund	Water Revenues	\$ 150,000
02-22-9901-7901	Water Fund	Interfund Transfer to General Fund	\$ 150,000
		Water Fund Total Reduction	\$ 150,000
03-00-2120	Sewer Fund	Sewer Fund Revenues	\$ 100,000
03-22-9901-7901	Sewer Fund	Interfund Transfer to General Fund	\$ 100,000
		Sewer Fund Total Reduction	\$ 100,000
01-00-5002	General Fund Revenues	Interfund Transfer fm Water Fund to Gen Fund	\$ 150,000
01-00-5003		Interfund Transfer fm Sewer Fund to Gen Fund	\$ 100,000
01-00-1001		Real Property Taxes	\$ 392,246
		General Fund Revenues Total Reduction	\$ 642,246
01-03-1709	Mayor/City Administrator	Blight Violations	\$ 7,000
		Mayor/City Administrator Total Reduction	\$ 7,000
01-06-1603	Assessor/ Clerk	Vital Statistics Fees	\$ 18,000
01-06-2510		After Hours Permit	\$ 7,500
01-06-2540		Bingo License	\$ 1,050
01-06-1606		Dog License	\$ 1,750
01-06-2545		Marriage License	\$ 6,700
		Assessor/Clerk Total Reduction	\$ 30,000
01-07-2615	Law	Fines and Violations	\$ 32,500
		Law Total Reduction	\$ 32,500
01-08-1710	DPW	Street Resurfacing	\$ 106,500
01-08-1713		Sanitation Violations	\$ 9,345
01-08-1721		Parking Lot Revenues	\$ 8,600
01-08-1722		Parking Lot Revenues	\$ 4,000
01-08-1723		Parking Lot Revenues	\$ 1,300
01-08-1726		Parking Lot Revenues	\$ 30,000
01-08-1727		Parking Lot Revenues	\$ 17,000
01-08-1729		Parking Lot Revenues	\$ 4,600
01-08-1732		Parking Lot Revenues	\$ 12,300
01-08-1735		Civic Center Events	\$ 45,500
01-08-1741.CW		City Wide Meters	\$ 24,000
01-08-2001		Parks and Recreation	\$ 15,000
01-08-2609		Fines - Parking	\$ 151,463
		DPW Total Reduction	\$ 429,308

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

Schedule C - Revenue Reductions (2020 Fiscal Recovery Phase I)

GL Account	Department	Description	Decrease
01-05-2501	Police	Police Total Reduction	\$ 35,000
01-10-1573	Fire	Housing Inspection Fees	\$ 6,400
		Fire Total Reduction	\$ 6,400
01-11-1561	Development Services	Cart of Occupancy Invoices	\$ 21,000
01-11-1572		Property Inspection Fees	\$ 13,000
01-11-2110		Planning Site Plans	\$ 20,000
01-11-2555		Building and Alteration	\$ 174,113
		Development Services Total Reduction	\$ 228,113
Revenue reductions:			\$ 1,411,567

R20-46						
			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	☒	☐	☐

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

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R20-47)**

INTRODUCED BY COUNCILMEMBER BRANNEN

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

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

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

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 L. JOHNSON

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

R20-47						
☐ 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 REPEALING CHAPTER 2, ARTICLE VII OF THE CODE OF ORDINANCES ENTITLED MALL COMMISSION (O20-04)

INTRODUCED BY CHAIR SALEM

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, an ordinance repealing Chapter 2, Article VII of the Code of Ordinances of the City of Poughkeepsie entitled “Mall Commission” to provide as follows:

City of Poughkeepsie, NY / Part III: Code of Ordinances / Administration

Article VII Mall Commission

~~Section 2-80 Statement of policy.~~

~~Section 2-81 City of Poughkeepsie Mall Commission.~~

~~Section 2-82 Operation of mall.~~

~~Section 2-83 Boundaries of mall.~~

~~Section 2-84 Vehicular traffic prohibited.~~

~~Section 2-85 Responsibilities of abutting owners, tenants and prohibited materials.~~

~~Section 2-86 Use of mall for nonvehicular purposes.~~

~~Section 2-87 Task force.~~

~~Section 2-88 Penalties for offenses.~~

~~Section 2-89 Remedies deemed cumulative, not exclusive.~~

~~Section 2-90 Applicability.~~

~~Section 2-91 Promotion.~~

~~Section 2-92 Exterior building and street alterations.~~

~~Section 2-93 through Section 2-100. (Reserved)~~

~~Section 2-80 Statement of policy.~~

[Ord. of 8-20-1973, § 1; Ord. of 11-3-1980, § 1, 2]

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

~~(a) The Common Council of the City of Poughkeepsie recognizes the need to maintain, preserve and enhance a strong, attractive and economically viable central business district; that this central business district, as embodied by the Main Mall, should serve as a dynamic focus for social, economic and cultural activities for the City of Poughkeepsie, Dutchess County, and the surrounding Mid-Hudson region; and that the Main Mall, notwithstanding the existing facilities, recent improvements and continuing emphasis upon improving its maintenance and security, should be developed and utilized to its fullest potential.~~

~~(b) It is hereby declared as a matter of public policy that the creation of the City of Poughkeepsie Mall Commission is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this Article is to:~~

- ~~(1) Effect and accomplish the creation of such a Mall Commission.~~
- ~~(2) Safeguard the physical improvements and facilities of the central business district.~~
- ~~(3) Combat existing and threatened deterioration and physical and economic blight.~~
- ~~(4) Encourage the healthy growth of the city.~~
- ~~(5) Stabilize and improve property values, the tax structure, the business climate and the economy of the city.~~
- ~~(6) Protect and enhance the attractiveness of the community.~~
- ~~(7) Foster civic pride.~~
- ~~(8) Promote the use of the Mall for the education, pleasure and welfare of the people of the city.~~

~~Section 2-81 City of Poughkeepsie Mall Commission.~~

~~[Ord. of 8-20-1973, § 1; Ord. of 6-6-1974, § 1; Ord. of 11-3-1980, § 3 through 5]~~

~~(a) In order to execute and effectuate the purposes declared in this Article, there is hereby created a commission to be known as the "City of Poughkeepsie Mall Commission."~~

~~(b) The Commission shall consist of seven members, all of whom shall be residents of the City of Poughkeepsie. The members shall be appointed by the Mayor with the concurrence of the Common Council for terms of five years, provided that two of the seven members shall be owners or tenants within the boundaries of Section 2-83 and two of the seven members shall be members of the Downtown Council and three of the seven members shall be citizens who are neither owners nor tenants nor members of the Downtown Council, and provided that of those members first taking office, two shall be appointed for five years, two shall be appointed for four years, one shall be appointed for three years, one shall be appointed for two years and one shall be appointed for one year. Each member shall serve until the appointment and qualification of his successor. The terms of the members first taking office shall commence on the date of their~~

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

~~appointment. The terms of the members presently serving shall be terminated upon adoption of this section.~~

~~(c) The members shall serve without compensation.~~

~~(d) In the event of a vacancy occurring during the term of a member, the Mayor shall make an interim appointment, with concurrence of the Common Council, to fill out the unexpired term of such member.~~

~~(e) The Mayor shall designate one of the members of the Commission to be the initial Chairman. Such initial Chairman shall serve until a successor is elected by the members.~~

~~(f) The Commission shall have such powers and duties as may be prescribed from time to time by the Common Council.~~

~~(g) The Commission shall propose to the Common Council applicable new or revised ordinances and shall also refer to the Common Council for approval proposed rules and regulations concerning the internal administration of the Mall, including but not limited to quorum requirements, regularly scheduled meetings, utilization of consultants, procedures for the implementation of Commission powers and other matters within the jurisdiction of the Commission.~~

~~(h) The Mall Commission shall be convened monthly to consider regular business and may be convened more frequently at the Chairman's request to consider urgent business.~~

Section 2-82 Operation of mall.

~~[Ord. of 8-20-1973, § 1; Ord. of 6-6-1974, § 1; Ord. of 11-3-1980, § 6 through 9]~~

~~(a) The Commission shall consider and from time to time propose new or revised ordinances for the consideration of the Common Council of the City of Poughkeepsie regarding the operation and maintenance of the Mall. No such proposed or revised ordinances shall take effect unless and until they are adopted and approved by the Common Council of the City of Poughkeepsie.~~

~~(b) Such proposed new or revised ordinances may include but shall not be limited to:~~

~~(1) (Reserved)~~

~~(2) (Reserved)~~

~~(3) (Reserved)~~

~~(4) Provisions for use of the Mall for sales, concerts, public gatherings, promotions, advertising and other such uses.~~

~~(5) Provisions for creation of an advisory association of merchants on the Mall in order to assist in implementation of mall activities.~~

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

- ~~(6) Provisions for establishment of fee schedules for use of mall.~~
- ~~(7) Reviewing operation and maintenance of the Mall and making recommendations to the City Administrator.~~
- ~~(8) Procedures for recommendations to the City Administrator regarding replacement, changes, additions and deletions to the Mall.~~
- ~~(9)(Reserved)~~

~~(c) Prior to the adoption of any new or revised ordinances, the Commission shall conduct a public hearing not less than five days after publication of a notice of public hearing in the official newspaper of the City of Poughkeepsie. The notice of public hearing shall include a statement as to the time and place where copies of the proposed new or revised ordinance may be reviewed by the public as well as the time and place of the public hearing.~~

~~(d) Upon the adoption of the proposed or revised ordinance by the Common Council, the Commission shall make provision for distributing copies of such new or revised ordinance to the public.~~

Section 2-83 **Boundaries of mall.**

~~[Ord. of 8-20-1973, § 1; Ord. of 11-3-1980; § 10, 11; Ord. of 12-15-1981; Ord. of 6-17-1991, § 1]~~

~~Beginning at the point of intersection of the easterly line of New Market Street with the northerly line of Main Street, said point being the northwesterly corner of the herein-described parcel; thence along the northerly line of Main Street in an easterly direction 458 feet, more or less, to the point of intersection of the northerly line of Main Street with the westerly line of Garden Street; thence along the westerly line of Garden Street in a northerly direction 217.8 feet, more or less; thence crossing Garden Street in an easterly direction 34 feet, more or less, to a point in the easterly line of Garden Street; thence along the easterly line of Garden Street in a southerly direction 217.8 feet, more or less, to the point of intersection of the easterly line of Garden Street with the northerly line of Main Street; thence along the northerly line of Main Street in an easterly direction 496.8 feet, more or less, to the point of intersection of the northerly line of Main Street with the westerly line of Catharine Street; thence beginning again at the northerly line of Main Street at the point of intersection of the easterly line of North Hamilton Street with the northerly line of Main Street; thence still along the northerly line of Main Street in an easterly direction 506.8 feet, more or less, to the point of intersection of the northerly line of Main Street with the westerly line of Little Smith Street; thence crossing Little Smith Street still along the northerly line of Main Street in an easterly direction 30 feet, more or less, to the point of intersection of the easterly line of Little Smith Street with the northerly line of Main Street; thence still along the northerly line of Main Street in an easterly direction 87.4 feet, more or less, to the point of intersection of the westerly line of North Clinton Street with the northerly line of Main Street; thence crossing Main Street along the westerly line of North Clinton Street in a southerly direction 60 feet, more or less, to the point of intersection of the southerly line of Main Street and the westerly line of South Clinton Street; thence along the southerly line of Main Street in a westerly direction 707.9 feet, more or less, to the point of~~

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

~~intersection of the easterly line of South Hamilton Street with the southerly line of Main Street; thence beginning again at the point of intersection of the westerly line of Academy Street with the southerly line of Main Street; thence still along the southerly line of Main Street in a westerly direction 459 feet, more or less, to the point of intersection of the easterly line of Liberty Street with the southerly line of Main Street; thence along the easterly line of Liberty Street in a southerly direction 187.7 feet, more or less; thence crossing Liberty Street in a westerly direction 25 feet, more or less, to a point in the westerly line of Liberty Street; thence along the westerly line of Liberty Street in a northerly direction 213.8 feet, more or less, to the point of intersection of the westerly line of Liberty Street with the southerly line of Main Street; thence along the southerly line of Main Street in a westerly direction 106.1 feet, more or less, to the point of intersection of the easterly line of Wood Lane with the southerly line of Main Street; thence along the easterly line of Wood Lane in a southerly direction 213.8 feet, more or less; thence crossing Wood Lane in a westerly direction 15.8 feet, more or less, to a point in the westerly line of Wood Lane; thence along the westerly line of Wood Lane in a northerly direction 213.8 feet, more or less, to the point of intersection of the westerly line of Wood Lane with the southerly line of Main Street; thence along the southerly line of Main Street in a westerly direction 349 feet, more or less, to the point of intersection of the easterly line of Market Street with the southerly line of Main Street; thence crossing Main Street in a northerly direction 66 feet, more or less, to the point of origin.~~

~~(a) The physical boundaries within which the Commission may exercise its powers and duties are as follows:~~

~~(b) All areas identified as streets on the Official Map of the City of Poughkeepsie and intended for use as vehicular thoroughfares which are included within the areas described are to be excluded from the regulations of Sections 2-80 through 2-92.~~

~~(c) For the purpose of review of exterior building alterations (Section 2-92), the boundaries of the Mall shall include all buildings abutting or adjacent to the Mall.~~

Section 2-84 **Vehicular traffic prohibited.**

~~[Ord. of 6-17-1974, § 1; Ord. of 12-16-1974, § 1; Ord. of 1-20-1975, § 1; Ord. of 8-15-1977; Ord. of 11-3-1980, § 12 through 20; Ord. of 5-16-1988, § 1 through 3]~~

~~All vehicular traffic upon the Mall is banned and prohibited with the exception of the following:~~

~~(a) *Emergency vehicles.* Emergency vehicles as herein defined shall include and be limited to police, fire, ambulance and utility company vehicles, said utility company vehicles being included only when making emergency repairs. However, such vehicles, except for police and fire vehicles, shall be operated in accordance with the provisions of Subsection (d).~~

~~(b) *Official city vehicles.* Official city vehicles shall be permitted on the Mall at all times so long as they are being operated in accordance with official city business, including but not limited to~~

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

~~maintenance equipment, so long as said vehicles are operated in accordance with the provisions of Subsection (d).~~

~~(c) Delivery vehicles. Delivery vehicles shall be permitted on the Mall only between the hours of 6:00 a.m. and 10:00 a.m. daily, unless the City Administrator shall have given prior written approval for delivery vehicles to be on the Mall at other hours. Such approval to vary the hours that delivery vehicles may be permitted on the Mall shall be given only in exceptional hardship instances. All delivery vehicles on the Mall must be operated in accordance with the provisions of Subsection (d).~~

~~(d) Operation of vehicles. The operation of vehicles permitted on the Mall must comply with all of the following:~~

~~(1) Metal wheels, metal tires, metal snow chains and snow tires with studs are prohibited at all times.~~

~~(2) Vehicles leaking lubricants or energy fuels are prohibited at all times.~~

~~(3) Vehicles needed for repair, construction or service on the Mall shall be regulated by permit from the City Administrator. A written request by the owner of the property to be repaired must be submitted to the City Administrator which must include the estimated timing of the project, the schedule of expected vehicles to be utilized and the number and type of vehicles. The City Administrator shall review the request and, if permission is granted, shall designate where the vehicle(s) shall be parked. Only one such vehicle will be allowed on site during restricted hours.~~

~~(4) The owner and operator of any vehicle spilling any matter upon the surface of the Mall or in any way marring the surface of the Mall shall be responsible to correct such spillage and damage immediately.~~

~~(5) No vehicle while operating on the Mall, except for emergency vehicles, shall travel at a speed greater than five miles per hour.~~

~~(e) Bicycles. It shall be unlawful for any person to ride a bicycle, roller skates, skateboard or other recreational devices upon the Mall at all times without the permission of the City Administrator and main Mall Commission under Class B, Category (d), uses. All bicycles must be parked in designated bicycle racks.~~

~~(f) Penalties.~~

~~(1) Failure to keep the granite guide-on-strip clear shall be punishable by such penalties as provided in Section 1-8 of the Code of Ordinances of the City of Poughkeepsie. Additionally, anyone operating a motor vehicle on the Mall and not removing said vehicle off said guide-on~~

~~strip when parked or standing shall be deemed to have consented to the removal of said vehicle by the City of Poughkeepsie, its agents, servants or employees for the purpose of towing away and impounding said vehicle. The City of Poughkeepsie is hereby authorized to tow away and impound said vehicles.~~

~~(2) All other violations shall constitute petit offenses, punishable by a fine of \$20.~~

~~(g) It shall be unlawful for any person to play a radio, tape deck, television, musical instrument or other device capable of emitting amplified sound upon the Mall at all times without the permission of the City Administrator and main Mall Commission under Class (B), Category (d) uses.~~

Section 2-85 ~~Responsibilities of abutting owners, tenants and prohibited materials.~~

~~[Ord. of 6-17-1974, § 1]~~

~~(a) *Abutting owners and tenants.* It shall be the responsibility of abutting owners and tenants to utilize their respective properties in such a manner as to facilitate the maintenance of the Mall. Recessed store entrances, foyers or other areas within the building lines shall at all times remain the responsibility of the tenants or owners who shall maintain all such recessed store entrances, foyers or other areas within the building lines in accordance with this Article, as well as in accordance with Chapter XV of the Code of Ordinances, as may be amended from time to time.~~

~~(b) *Sweeping and dumping prohibited.* The sweeping of refuse or other litter onto the Mall, dumping refuse or otherwise littering on the Mall or in any way impeding the maintenance of the Mall in a clean and orderly fashion is prohibited.~~

~~(c) *Rock salt and chemical agents prohibited.* The use of rock salt or other chemical agents upon the Mall is prohibited at all times. Notwithstanding the foregoing, such materials may be utilized if prior written approval has been obtained from the Superintendent of Public Works or his duly authorized agent.~~

Section 2-86 ~~Use of mall for nonvehicular purposes.~~

~~[Ord. of 6-17-1974, § 1; Ord. of 11-3-1980, § 21 through 27]~~

~~(a) *Written approval required.* A use permit will be required for all events, activities, displays, exhibits, commercial sales and other uses within the boundaries of Section 2-83. Such use permits will be issued in accordance with the provisions of this section. There will be five general classes of permits.~~

~~(1) *Class A: Permits for service activities.* Requests for Class A permits are to be referred to and approved directly by the City Administrator with or without conditions. Activities and uses included in this area are:~~

~~a. Vehicles needed for repair, construction or service on the Mall.~~

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

- ~~b. Delivery vehicles needed on the Mall in accordance with Section 2-84(c).~~
- ~~c. Temporary storage of construction equipment or materials.~~

~~(2) Class B: Permits for parades, assemblages and educational recruiting.~~ Requests for Class B permits are to be issued after review, approval with or without conditions and scheduling by the main Mall Commission and City Administrator. Activities and uses included in this class are:

- ~~a. Parades.~~
- ~~b. Assemblages.~~
- ~~c. Educational recruiting by colleges or universities accredited by New York State.~~
- ~~d. Similar activities and uses not covered by another class of permit.~~

~~(3) Class C: Permits for nonpecuniary community-oriented activities.~~ Class C permits are to be issued after review, approval with or without conditions and scheduling by the main Mall Commission and City Administrator. Activities and uses will not have a money-making motive. Activities and uses included in this class are:

- ~~a. Educational (except as covered by Class B permits).~~
- ~~b. Entertainment (except as covered by Class B permits).~~
- ~~c. Cultural (except as covered by Class B permits).~~
- ~~d. Civic (except as covered by Class B permits).~~
- ~~e. Social (except as covered by Class B permits).~~
- ~~f. Religious (except as covered by Class B permits).~~

~~(4) Class D: Permits for commercial exhibits, promotions and displays.~~ Class D permits relate to activities and uses which will not involve the direct sale of merchandise, products or goods within the boundaries of Section 2-83. Class D permits are to be issued after review, approval with or without conditions and scheduling by the main Mall Commission and the City Administrator. A use fee may be charged for Class D, category (a) or (b) uses if conducted by a profit-making organization in accordance with Section 2-86. Activities and uses included in this class are:

- ~~a. Displays and exhibits (except as covered by Class C permit).~~
- ~~b. Advertising and promotion of commercial events, products, services and goods.~~
- ~~c. Decorations of public space in conjunction with special seasons or events.~~

~~(5) Class E: Permits for vending, soliciting and fundraising.~~ Class E permits will relate to activities and uses which involve the direct sales of merchandise, products or goods,

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

fundraising and any city authorized solicitation for funds. Permits will be issued after review, approval with or without conditions by the main Mall Commission and City Administrator. A use fee may be charged if conducted by a profit making organization in accordance with Section 2-86. Activities and uses included in this class are:

- a. Vending, sales or city authorized solicitation for profit on a daily basis or for specific time period. These activities shall not include hawking or peddling.
- b. Vending, sales or other fundraising activity or city authorized solicitation by a nonprofit organization. These activities shall not include hawking or peddling.
- c. Outdoor dining and catering.

All Class B through E permits approved and activities scheduled will be made at the regular meeting of the main Mall Commission unless the chairman of that Commission considers the matter of such importance to call a special meeting. All applications shall be in writing and shall include the intended use, the specific portions of the Mall to be utilized and the reason for such a request. Scheduling of Class B through E uses, if and when given by the main Mall Commission, shall be referred promptly to the City Administrator. The approval of the City Administrator in Class A uses, City Administrator and the main Mall Commission in Class B through E uses, in writing, is necessary prior to the use of the Mall and is in addition to and not in substitution for any other applicable permits and permission required by law.

~~(b) Terms and conditions for use.~~ Permission by the City Administrator in Class A uses and the Main Mall commission and City Administrator in Class B through E uses for the use of the area described in Section 2-83 shall be granted upon such terms and conditions that may include, among other things, the locations of the use, the manner of the implementation of the use, requirements for cleaning of the Mall after such event and regulation of the design, sound emitted, degree of supplemental lighting, movie and slide projectors and other types of electrical equipment or display utilized and other reasonable terms and conditions. If, in the opinion of the permit issuer, these terms are being violated during an event, the permittee will be advised of such violation. If this violation is not immediately corrected, the permit will be revoked and the event suspended.

~~(c) Fees for promotions within the boundaries of Section 2-83.~~ The fee shall be as follows:

~~(1) Nonprofit organizations shall pay no fee.~~

~~(2) Profit making organizations shall pay:~~

- a. Fifty dollars per day or \$70 per event, per unit of space approximately four feet by eight feet in size allocated to organized groups of casual vendors of small items, such as but not limited to hand-crafted articles, bake goods and plants.
- b. Fifty dollars per day or \$70 per event per unit of space approximately eight feet by twenty feet in size allocated to organized groups of casual vendors of large items, such as but not limited to automobiles, campers, boats and lawn equipment.
- c. A fee of \$50 per day or \$70 per event for the bandstand and other pavilions within the boundaries of Section 2-83. Use of the bandstand and other pavilions

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

~~will be deemed suitable for individual or groups displaying and/or selling items such as but not limited to garden or lawn furniture or equipment, camping and sporting equipment and building products.~~

~~d. At the option of the City Administrator, a fee of \$50 per day or \$70 per event shall be charged for use of the entire mall or portion thereof, as part of a mall event or promotion, scheduled and supervised by the Downtown Council or other organization representative of mall tenants and property owners as determined by the main Mall Commission and City Administrator.~~

~~e. The City Administrator shall also be empowered to negotiate a use fee for all Class D, category (a) and (b), and Class E, category (a), (b) or (c), uses which are scheduled by the main Mall Commission for more than 10 calendar days. In each case, the negotiated use fee shall be equal to the average per square foot annual rental and taxes of the adjoining properties. No permit may exceed 30 days in length. All permits may be renewed at the option of the City Administrator.~~

~~(3) The following conditions shall apply to the use within the boundaries of Section 2-83 by profit making groups:~~

~~a. If rain should force cancellation of a scheduled event, fees for the canceled event will be returned.~~

~~b. All fees must be paid in full one week before the scheduled event.~~

~~c. Air space above a unit of space will be limited to eight feet in height without special authorization from the main Mall Commission.~~

~~d. All fees collected shall be deposited immediately with the office of the Commissioner of Finance of the City of Poughkeepsie.~~

~~e. It is expected that an annual budget will be submitted by the main Mall Commissioner, and that fees collected for use of the area described in Section 2-83 will be used to defray, in part, the expenses of said main Mall Commission.~~

~~f. In the event that an application is rejected, the amount tendered with the application shall be promptly refunded.~~

~~(4) The City Administrator will review all Class A through E uses to determine if an excess cleanup cost will be incurred by the City of Poughkeepsie. A performance bond may be requested by the City Administrator equal to the amount of money anticipated for excess cleanup activities. After such use has concluded, if in the opinion of the City Administrator no excess cleanup costs or an amount of excess cleanup costs less than the cumulative amount of the performance bond posted has been incurred, the difference~~

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

~~between the excess cleanup costs and the amount of the performance bond will be promptly refunded to the permittee.~~

~~Section 2-87 **Task force.**~~

~~{Ord. of 6-17-1974, § 1; Ord. of 11-3-1980, § 28, 29}~~

~~The Mall Commission may appoint a task force for specific purposes as the need arises. The purpose of this task force shall be to assist the Commission in the implementation of mall activities and, when necessary, to make appropriate recommendations to others, including the Common Council of the City of Poughkeepsie. Said task force shall meet from time to time to advise the Mall Commission regarding mall activities.~~

~~Section 2-88 **Penalties for offenses.**~~

~~{Ord. of 6-17-1974, § 1}~~

~~Except in those cases where a specific penalty is herein set forth, the violation of any provision or provisions of this Article shall be punishable by such penalties as are set forth in Section 1-8 of the Code of Ordinances of the City of Poughkeepsie.~~

~~Section 2-89 **Remedies deemed cumulative, not exclusive.**~~

~~{Ord. of 6-17-1974, § 1}~~

~~The remedies provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law; any and all remedies may be pursued concurrently or consecutively, and the pursuit of any remedy should not be construed as an election or waiver of the right to pursue any and all other remedies.~~

~~Section 2-90 **Applicability.**~~

~~{Ord. of 6-17-1974, § 1}~~

~~This Article shall apply to everyone, including but not limited to owner, lessee, operator, occupant, mortgagee, vendee in possession, assignee of rents, receiver, executor, trustee, agent, firm, sole proprietorship, partnership, national association and corporation.~~

~~Section 2-91 **Promotion.**~~

~~{Ord. of 11-3-1980, § 30}~~

~~The Commission, in furtherance of the policy stated in Section 2-80(b)(7) and (8), shall be directed to promote, solicit, sponsor and otherwise encourage the use of the Mall for educational, cultural, civic, commercial and other events.~~

~~Section 2-92 **Exterior building and street alterations.**~~

~~{Ord. of 11-3-1980, § 31, 32}~~

~~(a) The Commission shall be empowered to review and advise upon all proposals, both public and private, for all temporary and permanent exterior building alterations, including but not limited to signs and building facades in accordance with Section 19-4.9, Signs, of the Code of Ordinances.~~

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

~~(b) The Commission shall be empowered to review and advise upon all proposals, both public and private, for all temporary and permanent exterior street alterations, including but not limited to landscaping, street furniture and other modifications which directly affect or otherwise influence the visual, aesthetic and physical character of the Mall.~~

~~Section 2-93 through Section 2-100. (Reserved)~~

SECTION 2. This Ordinance shall take effect immediately.

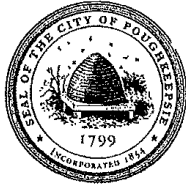
SECONDED BY COUNCILMEMBER _____ :

~~STRIKETHROUGH~~ INDICATES DELETION
ITALICS INDICATES ADDED LANGUAGE

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. FROM CITY ADMINISTRATOR NELSON,** a communication regarding the proposed sale of city owned property located at 25 Whinfield Street.

Official Minutes of the Common Council Meeting of Monday, May 18, 2020



Memorandum

To: Common Council Members

From: Marc Nelson, City Administrator *MN*

CC: Paul Ackermann, Corporation Counsel; Property Acquisition & Disposition Committee Members

Date: May 6th, 2020

RE: Communication Regarding the Sale of a City-owned Property Located at 25 Whinfield Street in the First Ward.

The Property Acquisition & Disposition Committee has reviewed the attached offer to purchase a certain city-owned property located at 25 Whinfield Street. The usual documentation is attached for your review. This property will remain a single family home and will also be owner-occupied. The elimination of a vacant property is also an important benefit of this transaction, as is the elimination of city-risk and expense associated with its ownership.

The purchase price agreed is \$40,500 which is \$3,500 less than the current estimate value assigned by the City Assessor, however the PAD believes that the proposed usage and rehabilitation plan proposed by the purchaser warrants this minimal discount, particularly given the current economic climate.

The proposal has the support of First Ward Councilman, and the Administration also is supportive.

Thank you.

The City of Poughkeepsie
New York

**Property Acquisition &
Disposition Committee**
Marc S. Nelson
Eric Philipp
John Taylor
Erian Buckley-Falcon
Nancy L. B. Griffin



62 Civic Center Plaza
Poughkeepsie, NY 12601
PHONE: (845) 451-4065
FACSIMILE: (845) 451-4070

**ANY OFFERS OR COUNTEROFFERS ACCEPTED BY PAD ARE SUBJECT
TO THE APPROVAL OF THE CITY OF POUGHKEEPSIE COMMON COUNCIL.**

April 22, 2020

Robert Banach-Page and Regina Horan
VIA EMAIL TO: realestaterobpage@gmail.com
3220 Bayview Drive #301
Ft. Lauderdale, FL 33306

Re: Offer to Purchase City-Owned Property

Dear Mr. Banach-Page and Ms. Horan:

The Property Acquisition and Disposition Committee ("PAD") has reviewed your offer to purchase property located at 25 Whinfield Street.

As previously explained, the PAD was created to review any offer to purchase City-owned property in order to insure that the City's goals are met based on certain criteria. After discussion of these factors, the PAD believes your offer of \$40,500.00 is acceptable.

We are now prepared to refer your offer to the Common Council for discussion. In the event the Common Council agrees with the PAD, the offer would then go back to the Common Council for a resolution. If they do not agree, we will let you know as soon as possible whether they have a counteroffer.

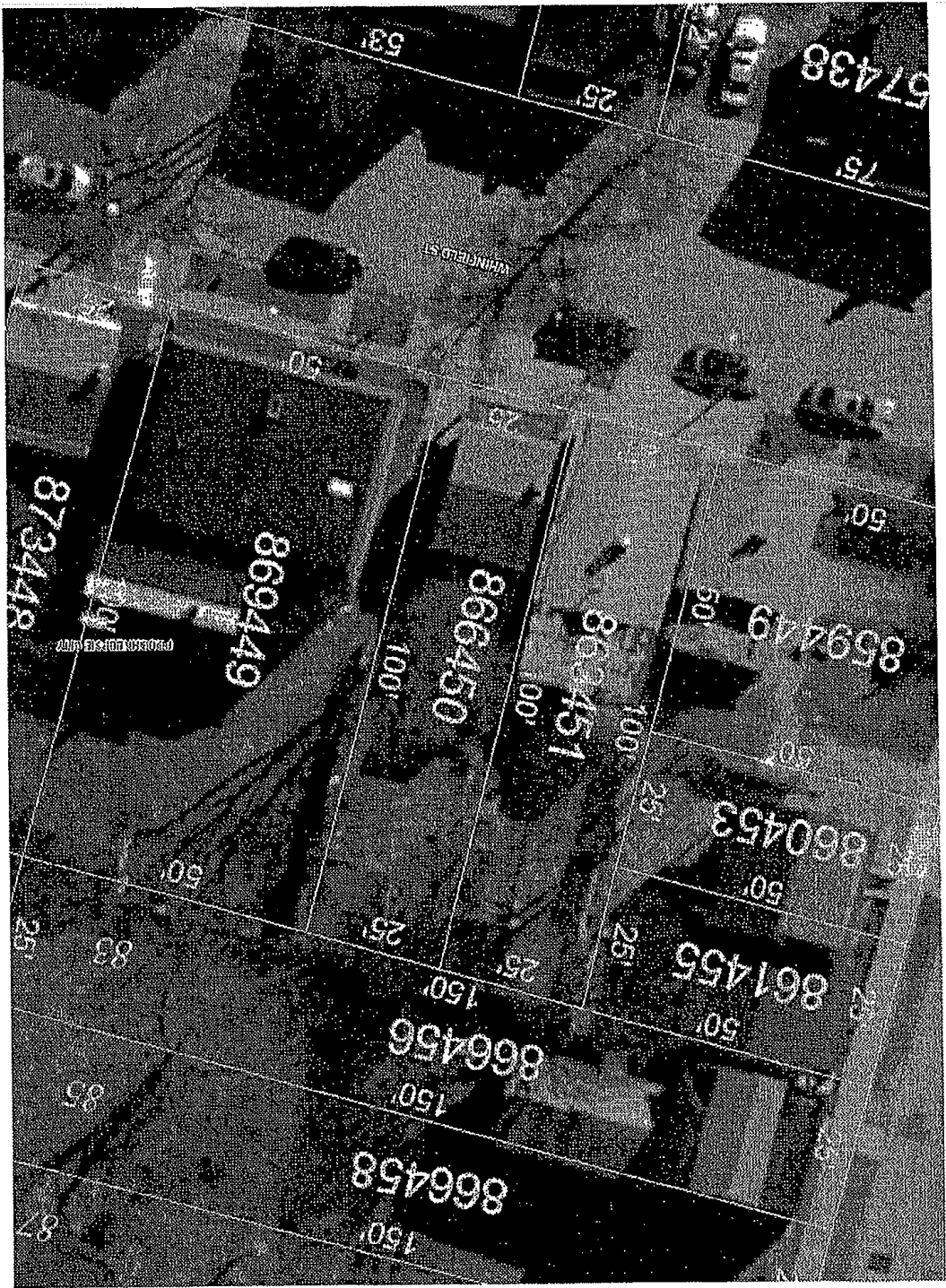
If the above meets with your approval, please contact the undersigned at your earliest convenience, as we cannot refer until we receive your approval. Thank you.

Very truly yours,

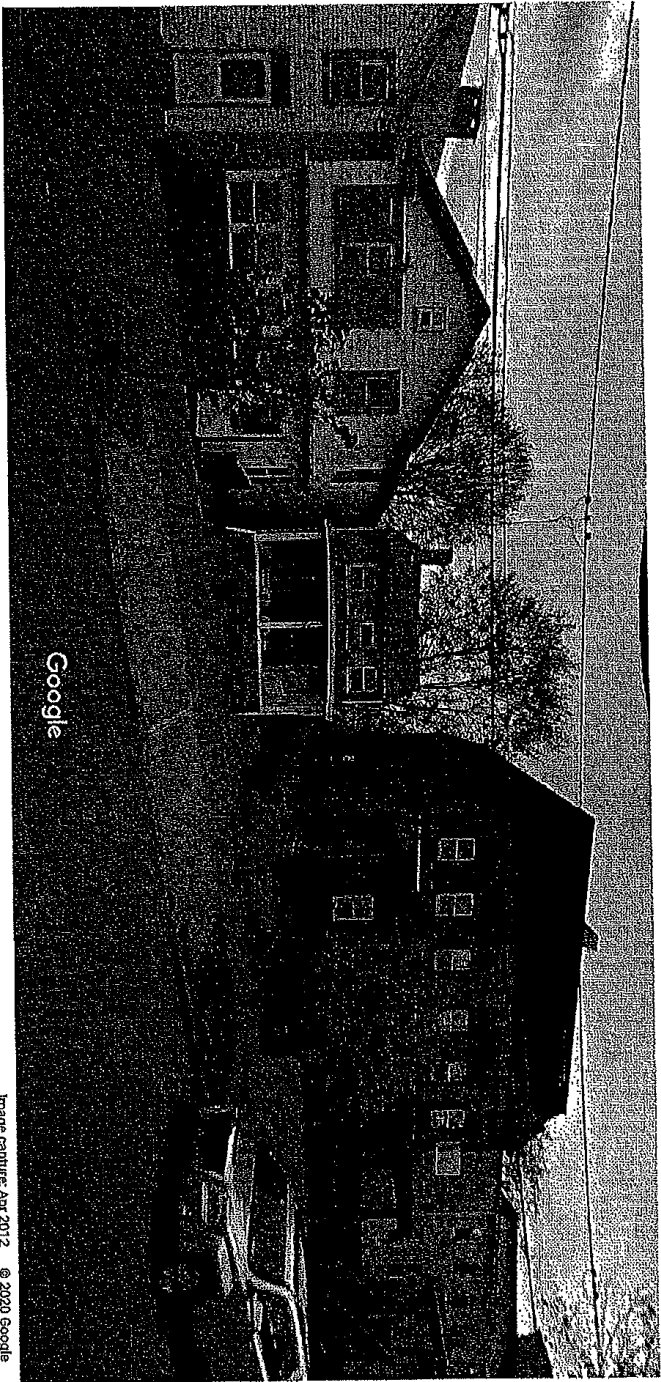
CITY OF POUGHKEEPSIE
PROPERTY ACQUISITION &
DISPOSITION COMMITTEE

By: 
Nancy L. B. Griffin, Member

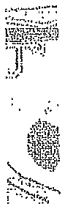
cc: PAD Members



Google Maps 26 Whitfield St



Poughkeepsie, New York
Google
Street View



Official Minutes of the Common Council Meeting of Monday, May 18, 2020

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: Robert Banach-Page and Regina Horan

Address: 3220 Bayview Drive #301, Fort Lauderdale, FL 33306

Home Phone: 954-805-7151 Work Phone: _____ Fax: _____

Employer: _____

Employer Address: _____

If Self Employed: Self Employed Real Estate Broker

Property Needs:

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

If other, please explain: _____

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

Will this purchase require financing: yes _____ no X

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

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

Have you ever attended a "Home Buyer Information Class"? yes _____ no X
If yes, where? _____

Do you now or have you ever owned property in the City of Poughkeepsie: yes X no _____
If yes, where? 95 Albany Street (Mailing address 20 Whinfield Street)

Do you own other property: yes X no _____
If yes, please provide the complete address:
3220 Bayview Drive #301, Fort Lauderdale, FL 33306

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

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

PURCHASE OFFER ON CITY OWNED PROPERTY

Date: 2/14/2020

Address of City-owned Property to be purchased: 25 Whinfield Street

Purchaser Information:

Name(s) of Purchaser: Robert Banach-Page
Regina Horan

Address of Purchaser: 3220 Bayview Drive #301
Fort Lauderdale, FL 33306

Phone number(s): _____

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

Name, address and phone number of Attorney:
Craig Wallace
85 Civic Center Plaza, Suite LL3, Poughkeepsie, NY 12601
845-473-0900

Dollar amount of purchase offer: \$40,500

Conditions on the offer:
NONE

Financial Information:

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

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

Name, address, phone number and a contact person of Bank, Mortgage Company or Private Financing:
Cash offer - buyer's personal funds

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

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

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

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

Will use our own funds to rehab

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):
Personal use as a single family residence

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

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

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

Full renovation inside and out

Is site plan approval needed: yes _____ no X

Are any variances required: yes _____ no X

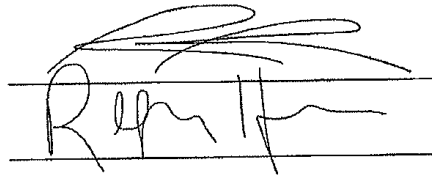
The schedule for such improvements to the property (Note- If applicable, you will be required to obtain a building permit in six months of the purchase and a Certificate of Occupancy within one year of that):

Would like to begin renovations as soon as possible.

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

No

Purchaser(s) Signatures:

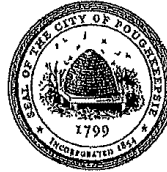


Please return completed form to:

Corporation Counsel
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12601
Phone: (845) 451-4065
Fax: (845) 451-4070

The City of Poughkeepsie New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

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

April 24, 2020

Re: 25 Whinfield Street
6062-59-866450

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

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

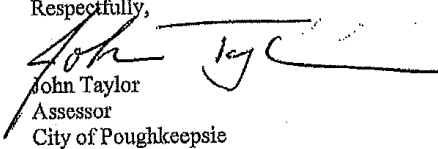
The property is located at 25 Whinfield Street, City of Poughkeepsie and consists of a residential improved parcel with a single family home. A physical field inspection has been made of the property and the property appears to be in poor condition. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

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

After careful consideration, I have concluded the estimated Market Value of the subject property, to be \$45,000.

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

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

**RESOLUTION
(R-20-XX)**

INTRODUCED BY COUNCILMEMBER PETSAS:

WHEREAS, the City of Poughkeepsie has previously taken title to a single family house located at 25 Whinfield Street (Tax Map No: 6062-59-866450), in the City of Poughkeepsie by reason of unpaid real property taxes; and

WHEREAS, the above mentioned properties have been offered for sale by the City in accordance with the policy for the sale of City owned property; and

WHEREAS, an offer has been received from Robert Banach-Page and Regina Horan in the amount of \$40,500; and

WHEREAS, the Property Acquisition and Disposition Committee, having considered the mission of the Committee and the policies of the City, has recommended that the City of Poughkeepsie accept this offer; and

WHEREAS, the Common Council hereby finds that the offer from Robert Banach-Page and Regina Horan is in the best interests of the City of Poughkeepsie; 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 Robert Banach-Page and Regina Horan to purchase premises known as 25 Whinfield Street (Tax Map No: 6062-59-866450), in the City of Poughkeepsie for the sum of \$40,500.00 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. That the Purchaser shall within thirty (30) days of the date of this resolution, take title to such property.**
- 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**

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

- Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;
- C. Purchaser's obligation to purchase such property shall be contingent upon Seller obtaining an insurable interest in the property pursuant to Article 15 of the Real Property Action and Proceedings Law or other applicable law;
 - D. Purchaser agrees that he shall not use the agreed upon purchase price as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and
 - E. Prior to the closing of title, Purchaser shall apply for and obtain the approval from the Planning Board and/or the Zoning Board of Appeals of any site plan approval or zoning variances required by law; and
 - F. Purchaser shall abate all building code violations within sixty (60) days.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to sign the deed and any other documents required to effect the sale, provided such deed contains the terms contained herein together with such other terms and conditions which the Mayor 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 _____.

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R18-XX)**

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 25 Whinfield Street and identified as Tax Map No.6062-59-866450; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

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

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

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

SECONDED BY COUNCILMEMBER _____.

2. **FROM CORPORATION COUNSEL ACKERMANN AND COUNCILMEMBER CHERRY**, a communication regarding the proposed PILOT Agreement with Ken Kearney for the Catherine Square Project.

AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT) BY AND AMONG THE CITY OF POUGHKEEPSIE, CRANNELL SQUARE LIMITED PARTNERSHIP AND THE CRANNELL SQUARE HOUSING DEVELOPMENT FUND COMPANY, INC.

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("Agreement"), dated as of _____, 2020, by and among the **CITY OF POUGHKEEPSIE, NEW YORK**, a New York incorporated municipality, having its principal office located at 62 Civic Center Plaza, Poughkeepsie, New York 12601 (the "City"), and **CRANNELL SQUARE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance law, having its principal place of business at c/o Hudson River Housing, Inc., 313 Mill Street, Poughkeepsie, New York 12601 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **CRANNELL SQUARE LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located at c/o The Kearney Realty & Development Group Inc., 57 Route 6, Suite 207, Baldwin Place, New York 10505 (the "Partnership").

WHEREAS, the HDFC is the bare legal or record owner, and the Partnership is the beneficial and equitable owner, of certain real property located at 35 Catherine Street, City of Poughkeepsie, County of Dutchess, State of New York (tax parcel Section 6162, Block 78, Lot 157094), and more specifically described at Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC is the co-general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income at the Property (the "Project"); and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Poughkeepsie, New York, by resolution adopted _____, 2020, approved and authorized the execution of this Agreement;

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property located at 35 Catherine Street, City of Poughkeepsie, County of Dutchess, State of New York, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Dutchess County ("County"), the City and the School District ("School District") or other taxing jurisdiction (collectively the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of forty (40) years from the HDfC's acquisition of the Property. This Agreement shall not limit or restrict the HDfC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement. The parties understand that the exemption extended pursuant to Section 577 of the PHFL and this Agreement does not include exemption from special assessments and special ad valorem levies. During the period of this Agreement, the Partnership shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amount set forth in this section commencing in the year the Project obtains a Certificate of Occupancy, which payment shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payment shall be shared by Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT shall be in the amount of \$100,000 per year, increasing by two percent (2%) annually. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL. Payment shall be due on February 15 of the calendar year following the taxable year to which this PILOT applies. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the City of Poughkeepsie, Attention Tax Collector, 62 Civic Center Plaza, Poughkeepsie, New York 12601, or such other address as the City may specify in writing.

4. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons of low-income in accordance with the income and rent limitations attached hereto at Exhibit B, and (b) any of the following occur (i) the HDfC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDfC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDfC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL.

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law. In addition to failure to pay any amount when due, HDFC and the Partnership shall be in default of this Agreement in the event of material failure to observe and perform any other covenant, condition of agreement on its part to be observed and performed hereunder, and continuance of such failure for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that it be remedied; or any warranty, representation or other statement by or on behalf of HDFC or the Partnership contained in this Agreement shall prove to have been false or untrue in any material respect on the date when made or on the effective date of this Agreement. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

Whenever any event of default under this Agreement shall have occurred and be continuing, the City shall have the following remedies. The City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay property taxes as and when due had this Agreement not been in effect. The City may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Partnership under this Agreement, and the Partnership shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Partnership and all other expenses, costs and disbursements so incurred.

No remedy herein conferred reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This Agreement shall inure to the benefit of and shall be binding upon the City the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld, provided that the assignee or its general partner shall be a housing development fund company subject to Article XI of the PHFL, the assignee shall have assumed the obligations of this Agreement in writing

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

reasonably satisfactory to the City, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.

12. The Partnership and HDFC jointly and severally make the following representations, warranties and covenants:

(i) The HDFC is a "housing development fund company" under Article XI of the PHFL, and the Partnership is a limited partnership, the co-general partner of which is HDFC, each of which is organized, validly existing and in good standing under the laws of the State and is authorized under the laws of the State to do business in the State, has the power to enter into this Agreement and to perform the transactions contemplated hereby and its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder, and the execution, delivery and performance of this Agreement does not require any other consent or approval. This Agreement shall constitute the legal, valid and binding agreement of HDFC and the Partnership enforceable in accordance with its terms.

(ii) Neither the Partnership nor HDFC is in default under, or in violation of, any indenture, mortgage, declaration, lien, lease, contract, note, order, judgment, decree or other instrument of any kind to which any of its assets are subject, and the execution, delivery and compliance by the Partnership or HDFC with the terms and conditions of this Agreement do not and will not conflict with or constitute or result in a default by the Partnership or HDFC in any material respect under or violation of, (1) the entity's organizational documents, (2) any agreement or other instrument to which such entity is a party or by which, to such entity's knowledge, it is bound, or (3) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

or governmental authority having jurisdiction over the Partnership or HDFC or its property, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(iii) The Partnership has provided to the City true and complete financial information with respect to the Property, including without limitation project costs, financing sources, rents and income limitations.

(iv) The Partnership covenants and agrees to operate the Property in accordance with all applicable rules and regulations of Article XI of the PFHL, including without limitation applicable rent limits and income limits and in accordance with the plan attached hereto as Exhibit B.

(v) The Partnership covenants and agrees to provide to the City any information or documents reasonably requested in writing by the City in order to provide any federal, state or local entity with information or reports required under any applicable law, rule or regulation.

13. The City shall file a copy of the fully executed Agreement with the City Assessor. The Partnership shall be responsible for taking such actions as may be necessary to ensure that the Property shall be assessed as exempt upon the assessment rolls of the respective Taxing Jurisdictions, including without limitation ensuring that any required exemption form shall be filed with the appropriate officer or officers of each respective Taxing Jurisdiction. Such exemption shall be effective as of the first taxable status date of the applicable Taxing Jurisdiction following the date of this Agreement, provided that the Partnership shall timely file any requisite exemption forms.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Remainder of page intentionally left blank.

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date first above written.

DATED: _____, 2020

CITY OF POUGHKEEPSIE, NEW YORK

By: _____

Name: Robert G. Rolison

Title: Mayor

DATED: _____, 2020

CRANNELL SQUARE HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: _____

Name:

Title: Secretary

DATED: _____, 2020

CRANNELL SQUARE LIMITED PARTNERSHIP

By: Crannell Square Associates, LLC,
its managing general partner

By: _____

Name: Kenneth Kearney

Title: Manager

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

STATE OF NEW YORK)
) SS.:
COUNTY OF DUTCHESS)

On the ____ day of _____, in the year 2020, before me personally appeared Robert G. Rolison, 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) SS.:
COUNTY OF DUTCHESS)

On the ____ day of _____, in the year 2020, before me personally appeared _____, 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) SS.:
COUNTY OF DUTCHESS)

On the ____ day of _____, in the year 2020, before me personally appeared Kenneth Kearney, 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

EXHIBIT A

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Poughkeepsie, County of Dutchess, State of New York, and bearing Tax Grid No.: 131300-6162-78-157094

EXHIBIT B

Project Plan: Crannell Square

Property: 35 Catherine Street

8 Units of residential rental low income housing, meeting the income limits in accordance with HCR regulations applicable for low income housing tax credit and housing trust fund projects, not exceeding 50% of applicable median income.

44 Units of residential rental low income housing, meeting the income limits in accordance with HCR regulations applicable for low income housing tax credit and housing trust fund projects, not exceeding 60% of applicable median income.

22 Units of residential rental low income housing, meeting the income limits in accordance with HCR regulations applicable for low income housing tax credit and housing trust fund projects, not exceeding 80% of applicable median income.

1 unit is a superintendent's unit.

Rents will be limited to 30% of the percentage of the applicable median income limit specified by HCR in accordance with federal Low Income Housing Tax Credit ("LIHTC") program requirements. Income and Rent limits will be applicable for the 40-year term of the PILOT Agreement in accordance with the LIHTC regulatory agreement.

(R20-____)

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
POUGHKEEPSIE AUTHORIZING THE EXECUTION OF A PAYMENT
IN LIEU OF TAX ("PILOT") AGREEMENT BY AND AMONG THE
CITY OF POUGHKEEPSIE, CRANNELL SQUARE LIMITED
PARTNERSHIP AND THE CRANNELL SQUARE HOUSING
DEVELOPMENT FUND COMPANY, INC.**

WHEREAS, the City of Poughkeepsie (the "City") desires to encourage the development of affordable housing that is safe and sanitary; and

WHEREAS, Crannell Square Housing Development Fund Company, Inc., an Article XI New York private housing finance law corporation and a New York not-for-profit corporation (the "HDFC"), and Crannell Square Limited Partnership, a New York limited partnership (the "Partnership"), have identified property located at 35 Catherine Street, in the City of Poughkeepsie, County of Dutchess, State of New York, identified as tax parcel Section 6162, Block 78, Lot 157094 (the "Land"), for the purpose of constructing on the Land a housing project for persons of low income, said project to consist of: (i) the acquisition of the Land; (ii) the construction thereon of seventy-five (75) units of housing for persons of low income, including one superintendent's unit, to be known as Crannell Square (the "Improvements"); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Project"); and

WHEREAS, the HDFC has been formed for the purpose of providing residential rental accommodations for persons of low income; and

WHEREAS, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Land constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Council Members to exempt the Project from real property taxes; and

WHEREAS, the HDFC is a co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC will be willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the City as set forth in the PILOT Agreement presented to the Council Members for approval;

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

NOW THEREFORE, BE IT RESOLVED that the Council Members hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement by and among the City of Poughkeepsie, the Partnership and the HDfC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is

FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the City; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Duly adopted by the Council Members
on the ____ day of _____, 2020.

Approved: _____
Veto: _____
Not Endorsed: _____

XI. NEW BUSINESS:

XII. OLD BUSINESS:

X. ADJOURNMENT:

A motion was made by Councilmember Brannen and seconded by Councilmember Lorraine Johnson to adjourn the meeting at 9

Dated: May 28, 2020

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

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**

Official Minutes of the Common Council Meeting of Monday, May 18, 2020

